Vacant, Commissioner At-large "A"
Bryan L. Martinez, Commissioner District 1
Roy De los Santos, Commissioner District 3

Rose M.Z. Gowen, M.D., Commissioner At-large "B"
Linda C. Macias, Commissioner District 2
Pedro Cardenas, Commissioner District 4

John Cowen, Jr, Mayor

NOTICE OF A PUBLIC MEETING OF THE
CITY COMMISSION OF THE CITY OF BROWNSVILLE

Pursuant to Chapter 551, Title 5 of the Texas Government Code, the Texas Open Meetings Act, notice is hereby given that the City Commission of the City of Brownsville, Texas, in accordance with Article V, Section 12, of the Charter of said City, will convene a **Regular Meeting** on **July 11, 2023,** at **5:00 p.m.,** in the City Commission Chambers, located on the Second Floor of the Brownsville City Hall - Old Federal Building, located at 1001 East Elizabeth Street, Brownsville, Cameron County, Texas, 78520.

Pursuant to Section 551.127, Texas Government Code, one or more Commissioners or employees may attend this meeting remotely using videoconferencing technology. The video and audio feed of the videoconferencing equipment can be viewed and heard by the public at the address posted above as the location of the meeting.

Members of the public, employees, and the City Commission may join via the Webex Teleconference Meeting by logging on at:
https://brownsvilletx.webex.com/brownsvilletx/j.php?MTID=me60319390479cd166e4a9f9850ced84c
Password: commission (26664774 from video systems)

Join by video system
Dial 25942211203@brownsvilletx.webex.com
You can also dial 173.243.2.68 and enter your meeting number.

Join by phone
1-844-621-3956 United States Toll Free
+1-650-479-3208 United States Toll
Access code: 259 422 11203

This Notice and Meeting Agenda are posted online at: https://brownsvilletx.gov/129/Agendas-Minutes

Members of the public who submitted a "Public Comment Form" will be permitted to offer public comments as provided by the agenda and as permitted by the presiding officer during the meeting. A recording of the meeting will be made and will be available to the public in accordance with the Open Meetings Act.

At any time during the course of the posted meeting, the Brownsville City Commission may retire into Executive Session under Texas Government Code 551.071 to confer with legal counsel on any subject matter on this agenda in which the duty of the attorney to the City Commission under Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code. Further, at any time during this meeting, the City Commission may retire to deliberate on any subject slated for discussion at this meeting, as may be permitted under one or more exceptions to the Texas Open Meetings Act set forth in Title 5, Subtitle A, Chapter 551, Subchapter D of the Texas Government Code.

CALL TO ORDER

- **a)** ROLL CALL
- **b)** INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAGS OF THE UNITED STATES OF AMERICA AND STATE OF TEXAS

PROCLAMATION(S)

Recognizing and Honoring Representative Erin Gamez (Mayor J. Cowen, Jr./Commissioner R. De los Santos)

Honoring Fred Guadalupe Kowalski (Commissioner B. L. Martinez/Commissioner R. De los Santos)

POST ELECTION BUSINESS-CEREMONY

1) Commissioner, At-Large "A"

a) Issuance of Certificate of Election (Office of the City Secretary)

b) Signature and Verification of Statement of Elected Officer (Office of the City Secretary)

c) Administration of Oath of Office (Honorable Judge Rolando Olvera, United States District Court-Southern District)

PUBLIC COMMENT PERIOD

- **Non-Agenda Items:** Kindly submit a "Public Comment Form" stating the City business or City policy you wish to speak to an hour before the start of the scheduled meeting time with the City Secretary. Forms are not reserved for anyone nor may time be deferred to anyone. PowerPoint presentations may not be accommodated. This period is limited to five (5) speakers with a time limit of three (3) minutes per speaker.
- **Agenda Items:** Kindly submit a "Public Comment Form" stating which item(s) on the agenda you wish to speak to an hour before the start of the scheduled meeting time with the City Secretary. Speakers will be allowed to address the Commission on the agenda item before it is to be considered. The speaker is limited to three (3) minutes.
- **Time Limits:** The City Commission shall have the discretion to modify its regulations regarding time limits on public comment if necessary. For example, the time limit may be shortened to accommodate a lengthy agenda or it could be lengthened to allow additional time for discussion on a complicated matter or if there is a need for an interpreter.

WORK SESSION(S)

As a governmental body, the City Commission will not vote or take any formal action on any items discussed in the work session portion of the agenda.

1) Brownsville Public Utilities Board (BPUB) North Regional Force Main Project. (Engineering and Public Works Department)

2) Board and Commission Member Appointment and Eligibility Policy Workshop

PRESENTATION(S)

City Manager's Update

CONSENT AGENDA ITEM(S)

The following are considered to be routine by the City Commission and will be approved by one motion. There will be no separate discussion of these items unless a City Commissioner so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.

1) Approval of the Minutes:

a) Minutes of June 20, 2023, Regular City Commission Meeting

b) Minutes of June 27, 2023, Special City Commission Meeting

2) Consideration and **ACTION** to approve a 3-year term subscription agreement between eCivis (Carahsoft) under the cooperative contract OMNIA-R191902 in the amount of $55,168.75, as budgeted annually. (Grants and Community Development Department)

3) Consideration and **ACTION** to approve a one-year term renewal of contract ELH-50- 0721 with Rio Grande Hauling, LLC. for excavation, loading, and hauling services that will extend from August 3, 2023 through August 2, 2024, as budgeted. (Engineering & Public Works Department)

4) Consideration and **ACTION** to approve a professional services contract for an Interim Assistant Director role for up to six months for $60,000 plus travel reimbursements. (Airport Department)

5) Consideration and **ACTION** to authorize the purchase of Aboveground Storage Tanks (AST) for fuel storage, Equipment and Software from Separation Systems Consultants, Inc. (SSCI) under the TIPS Contract 23010402 for $462,843.86 as budgeted. (Multimodal Transportation Department)

6) **APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 235-2023-009**, to rezone from Residential Estate (RE) to Residential Transition (R-3) for a 2.566-acre tract of land, out of a 71.17-acre tract of land in the A.N. Tandy Estate, Share 12, Espiritu Santo Grant, Cameron County, Texas, located on West Alton Gloor Boulevard, Brownsville, Texas 78520, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department)

7) **APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 235-2023-010**, to rezone from Commercial Corridor (CC) to Regional Center (RC) for Lot 2, Block 1, MG Estates Subdivision, Cameron County, Texas, located at 7225 Paredes Line Road, Brownsville, Texas 78526, as shown in Exhibit "A". (District 3) (Planning & Redevelopment Department)

8) **APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 235-2023-011**, to rezone from Commercial Corridor (CC) to Residential Single-Family (R-1) for Lot 5, Block 1, Military South Subdivision, Phase 1, Cameron County, Texas, located at 9795 U.S. Highway 281, Brownsville, Texas 78520, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department)

9) **APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 235-2023-904**, to rezone from Agriculture (AG) to Residential Suburban (R-2) for a 0.94 acre-tract out of a 5.66-acre tract, being in Santander Townsite, Barreda Gardens Subdivision, located on FM 1421, Brownsville, Texas 78520, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department)

10) Consideration and **ACTION** to approve the Rubrik Disaster Recovery System with SHI Government Solutions, Inc. for an initial service term of 3-years in the total amount of $312,055.08, as budgeted. (Enterprise Applications Department)

11) Consideration and **ACTION** on **Resolution Number 2023-085** by the City Commission of the City of Brownsville, Texas, approving the Advance Funding Agreement(AFA) between the City of Brownsville and the Texas Department of Transportation for a Transportation Alternatives Set-Aside (TASA) program project to fund the West Rail Trail Amenities (CSJ 0921-06-350) with a City of Brownsville payment of $25,338 as budgeted.(Multimodal Transportation Department)

12) Consideration and **ACTION** for the approval of the acceptance of a 0.300-acre tract of land out of a certain 54.827-acre tract of land out of Share 19, Espiritu Santo Grant, to be used by the City of Brownsville for park or recreational purposes. (Engineering & Public Works Department)

13) Consideration and **ACTION** to authorize the City Commission approval to enter into a Memorandum of Understanding (MOU) between the City of Brownsville and theTexas Anti-Gang (TAG) Center Rio Grande Valley. (Brownsville Police Department)

14) Consideration and **ACTION** to approve a 180-day extension for contract BDS-52-0717 for depository services. (Financial Services)

15) Consideration and **ACTION** to reject any and all proposals for the Request for the Third-Party Administrator (TPA) and Pharmacy Benefit Manager (PBM) Request for Proposals, RFP Nos. PBM-73-0623 & TPA-72-0523. (Financial Services Department)

16) Consideration and **ACTION** for the City of Brownsville to accept a ten-foot sidewalk and utility easement (0.129 acres) out of Lot 5, Block 1, North Brownsville Industrial Park Subdivision from GBIC.(Engineering and Public Works Department)

17) Consideration and **ACTION** for the City of Brownsville to accept a 60' Access and Utility Easement (0.078) out of Lot 5, Block 1, North Brownsville Industrial Park Subdivision from GBIC. (Engineering and Public Works Department)

18) Consideration and **ACTION** to approve a Letter of Understanding between the Brownsville Independent School District – Adult Continuing Education (BISD-ACE) and the City of Brownsville for the delivery of basic education skills to educationally disadvantaged adults in Cameron County area. (Organizational Development and Human Resources Department)

19) Consideration and **ACTION** for the purchase and delivery of seven (7) John Deere Z950M Ztrak mowers in the amount of $98,458.78 plus the option for a 25% cost over run maximum ($24,614.69) to Deere & Company through Tellus Equipment Solutions of Weslaco, Texas, through Buy Board Contract #706-23, as budgeted. (Parks and Recreation Department)

20) Consideration and **ACTION** to adopt **Resolution Number 2023-087** suspending the August 23, 2023 effective date of the Statement of Intent of Texas Gas Service Company, a Division of ONE Gas, Inc., to increase rates within the City in order to permit the City time to study the request and to establish reasonable rates; Finding that the City's reasonable rate case expenses shall be reimbursed by the Texas Gas Service Company; Authorizing participation with other Rio Grande Valley Texas municipalities in a coalition titled "Cities Served by Texas Gas Service"; Authorizing the Office of the City Attorney to engage the legal and consulting services of Lloyd Gosselink Rochelle & Townsend, ReSolved Energy Consulting, L.L.C., and J. Kennedy and Associates, Inc., to assist the City in negotiating with Texas Gas Service Company and directing any necessary litigation and appeals on the City's behalf. (Office of the City Attorney/City Manager's Office)

21) Consideration and **ACTION** for the purchase and delivery of Hill Science Pet Food for the Brownsville Animal Regulation & Care (BARCC), and authorizing the City Manager or designee to execute the agreement, Project# HSP-114-0823. (Public Health and Wellness Department)

PUBLIC HEARING(S)

1) Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 235-2023-013**, to rezone from Residential Single-Family (R-1) to Residential Suburban (R-2) for 2.048 acres of land in Block 39, Share 27, El Jardin Subdivision, Cameron County, Texas, located at 290 North Central Avenue, Brownsville, Texas 78521, as shown in Exhibit "A". (District 2) (Planning & Redevelopment Department) (Continued from June 20, 2023 - Public Hearing)

2) Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 2022-235.102**, to amend the Unified Development Code (UDC), Sec. 5.3 - Signs, and dealing with related matters, as shown in Exhibit "A". (Planning & Redevelopment Department)

3) Public Hearing and **ACTION** on **Resolution Number 2023-086** for the Texas Parks and Wildlife "Local Park Grant Program", a resolution authorizing the application for a 50:50 matching grant certifying that the City of Brownsville is eligible to receive program assistance; certifying that the applicant's matching share is readily available; and dedicating the proposed La Posada Park site for a permanent public park and recreational uses. (Parks and Recreation Department)

ITEMS FOR INDIVIDUAL CONSIDERATION(S)

1) Consideration and **ACTION** on an agreement with the Brownsville Community Improvement Corporation (BCIC) accepting Airport Debt Payment assistance. (BCIC/City Manager's Office)

2) Consideration and **ACTION** to approve a contract for depository services for up to five years with one of the following banks, listed in alphabetical order: JPMorgan Chase, Lone Star National Bank, PlainsCapital Bank, PNC Bank, and/or Texas Regional Bank; and Authorize the City Manager to negotiate and execute the contract. (Financial Services Department)

3) Consideration and **ACTION** to award ZIWA Corporation contract number TRP-87-0923, as the responsive and responsible bidder on the Brownsville Transportation Investment Generating Economic Recovery (TIGER) Rehab Project in the amount of $7,489,682.34, as budgeted. (Multimodal Transportation Department)

4) Consideration and **ACTION** to approve additional funding for project completion of the Communications & Marketing Department (CMD) Complex for an amount not to exceed $684,911, as budgeted, to cover the remaining costs of the CMD Complex project, including the purchase of audio and visual components, furniture, fixtures, equipment, and other related expenses. (Communications & Marketing Department)

BOARD APPOINTMENT(S)

1) Consideration and **ACTION** on **Resolution Number 2023-054**, to appoint, reappoint, and/or remove members to the Ethics Advisory Commission. (Office of the City Secretary)

2) Consideration and **ACTION** on **Resolution Number 2023-050** to appoint, reappoint, and/or remove members to the Brownsville Convention and Visitors Bureau. (Convention and Visitors Bureau and Office of Space Commerce Department)

3) Consideration and **ACTION** on **Resolution Number 2023-049**, to appoint, reappoint, and/or remove members to the Brownsville Border Film Commission. (Communications & Marketing Department)

4) Consideration and **ACTION** on **Resolution Number 2023-083,** to appoint, reappoint, and/or remove Regular and Alternate Members to the Board of Adjustment. (Planning & Redevelopment Department)

5) Consideration and **ACTION** on **Resolution Number 2023-080**, to appoint, reappoint, and/or remove members to the Parks Advisory Board Committee. (Parks and Recreation Department)

6) Consideration and **ACTION** on **Resolution Number 2023-079**, to appoint, reappoint, and/or remove members to the Brownsville Beautification Committee. (Parks and Recreation Department)

7) Consideration and **ACTION** on **Resolution Number 2023-081**, to appoint, reappoint, and/or remove member(s) to the Special Needs Advisory Board for a partial and/or regular term. (Parks and Recreation Department)

8) Consideration and **ACTION** on **Resolution Number 2023-084**, to appoint, reappoint, and/or remove Regular and Alternate Members to the Building and Standards Commission. (Planning & Redevelopment Department)

9) Consideration and **ACTION**, if any, to approve **Resolution Number 2023-082** to appoint, reappoint, and/or remove member(s) on the Brownsville Public Utilities Board (BPUB). (Office of the City Attorney)

10) Consideration and **ACTION**, if any, to approve **Resolution Number 2023-095** to appoint, reappoint, and/or remove member(s) on the Animal Regulation and Care Advisory Committee. (Public Health and Wellness Department)

11) Consideration and **ACTION**, if any, to approve **Resolution Number(s) 2023-088** through **Resolution Number(s) 2023-106** (except 2023-095) to amend board and commission policies and/or to appoint, reappoint, and/or remove member(s) from the following boards and commissions: Audit & Oversight; Airport Advisory Board; Architectural Control Committee; Charter Review Committee; Greater Brownsville Incentives Corporation (GBIC); Historic Preservation Commission; Planning & Zoning Commission; Bicycle & Pedestrian Advisory Committee; Brownsville Community Improvement Corporation (BCIC); Capital Improvements Advisory Committee (CIAC); Community Improvement Corporation; LGBTQ Task Force; Main Street Advisory Board; Paseo de la Resaca Landscaping & Lighting; Public Library System Advisory Board; Transit Advisory Committee; and La Posada Task Force. (Commissioner Bryan L. Martinez and Commissioner Roy De los Santos)

ADJOURNMENT

NOTE: The City of Brownsville does not discriminate on the basis of disability in the admission of, access to, treatment of, or employment in its programs, activities, or public meetings. Any individual with a disability in need of an accommodation is encouraged to contact the Organizational Development & Human Resources Department at 956/548-6037 (voice or Relay TX) by Monday, no later than 12:00 P.M., to make proper arrangements.

By: John Cowen, Jr
Mayor of the City of Brownsville

I certify that a copy of the **July 11, 2023,** Agenda of items to be considered by the Brownsville City Commission was posted on the Bulletin Area at City Hall – Federal Building, on July 7, 2023. I further certify that the Agenda was posted on the City's website and can be downloaded by accessing: https://brownsvilletx.gov/129/Agendas-Minutes

Yolanda Galarza-Gomez, TRMC
City Secretary

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	
Date:	Tuesday, July 11, 2023
Agenda #:	Recognizing and Honoring Representative Erin Gamez (Mayor J. Cowen, Jr./Commissioner R. De los Santos)

Summary:

Project Scope and Analysis:

Funding:

Source:

Amount:

Local Contribution if Applicable:

Recommendation:

Commission Pillar:

Attachments:

None

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	
Date:	Tuesday, July 11, 2023
Agenda #:	Honoring Fred Guadalupe Kowalski (Commissioner B. L. Martinez/Commissioner R. De los Santos)

Summary:

Project Scope and Analysis:

Funding:

Source:

Amount:

Local Contribution if Applicable:

Recommendation:

Commission Pillar:

Attachments:

None

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Doro Garcia, Public Works/Engineer Director
Date:	Tuesday, July 11, 2023
Agenda #:	Brownsville Public Utilities Board (BPUB) North Regional Force Main Project. (Engineering and Public Works Department)

Summary:
This workshop is intended for the Brownsville Public Utilities Board (BPUB) to share with the Mayor, City Commission, and the City of Brownsville, the proposed construction of a force main from Interstate 69E to Robindale Road in Cameron County, Texas, a distance of approximately 10.48 miles. The proposed project would include connecting Lift Station No. 159 (LS 159), located at the Brownsville Sports Park, to the Robindale Wastewater Treatment Plant (Robindale WWTP) to alleviate existing overflow during peak sanitary sewer flow periods and to provide future capacity for undeveloped areas in the region of northwest Brownsville.

Note that a portion of the line will run within an existing easement at the Brownsville Sports Park and another section runs along the Battlefield trail, roughly from 1 mile south of FM 550 down to Morrison Rd. Since both of those areas are public lands used for recreational purposes, chapter 26 of the Texas Parks and Wildlife Code applies to the project. It should be noted that the project will not impact the use of the public lands upon completion of the project, and all disturbances from the construction phase will be restored to existing conditions.

Project Scope and Analysis:

Funding:

Source: NA

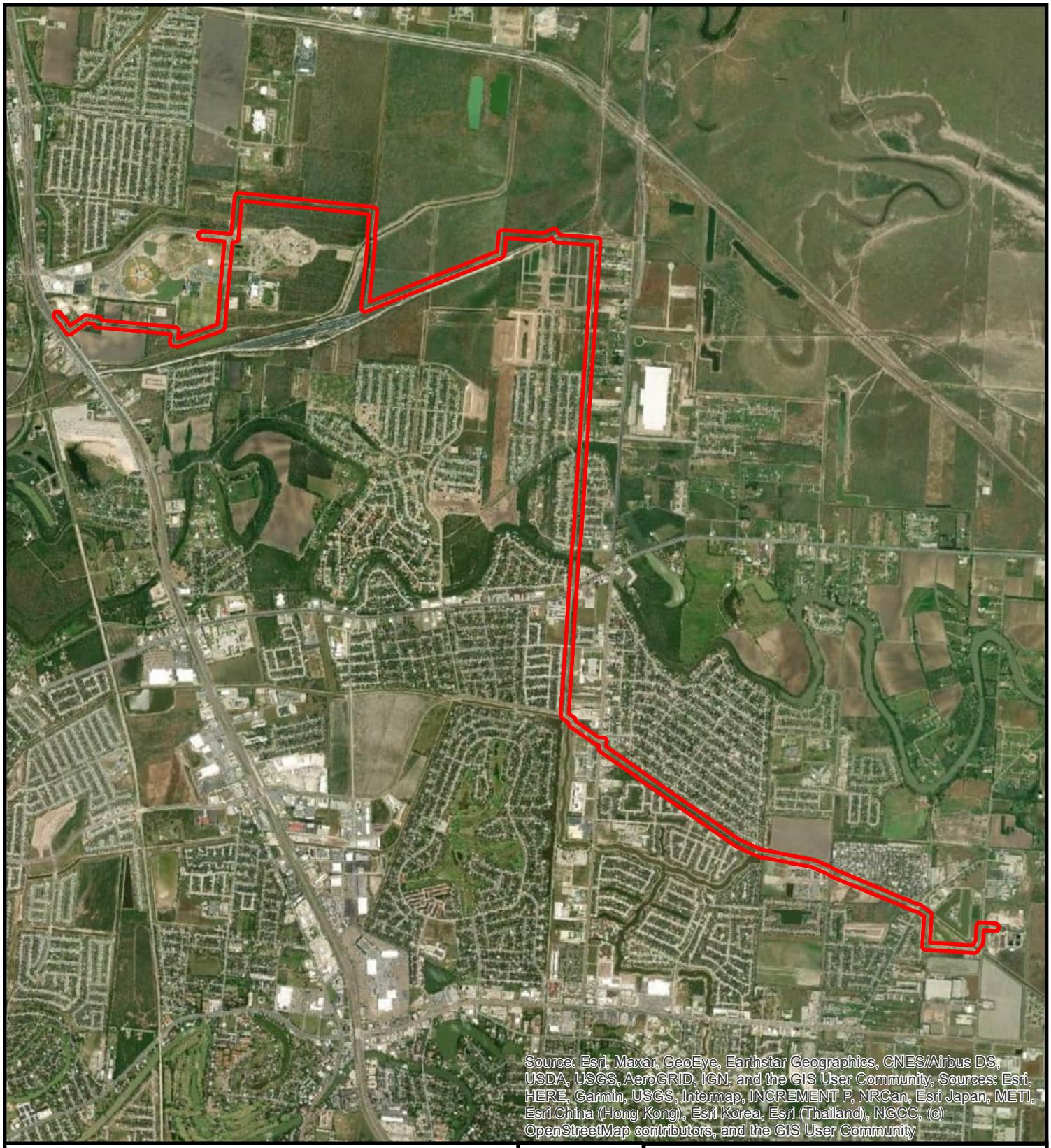
Amount:

Local Contribution if Applicable:

Recommendation:
The City of Brownsville Engineering & Public Works Department recommends it for review.

Commission Pillar:
Infrastructure

Attachments:
1. BPUB_North_Regional_Force_Main_Project_Map (1)
2. Public Notice - Revised BCIC Address



Legend

Study Area

N

Halff Associate, Inc.
Firm# 312

AVO: 47277

HALFF

Brownsville Public Utilities Board
North Regional Force Main Project
Cameron County, Texas
2022 Aerial Map

0 0.2 0.4 0.8 1.2 1.6 Miles

Date: 11/21/2022

Figure 3

BROWNSVILLE
PUBLIC UTILITIES BOARD

Notice
Public Comments
North Regional Force Main Project
From Interstate 69E to Robindale Road
Cameron County, Texas

The Brownsville Public Utilities Board(BPUB) is proposing to construct a force main from Interstate 69E to Robindale Road in Cameron County, Texas, a distance of approximately 10.48 mile. This notice advises the public that BPUB will be discussing the proposed project at a workshop during the Brownsville City Commission meeting scheduled on **Tuesday, July 11, 2023 at 5 p.m.** The Brownsville City Commission meeting will be held at City Hall located at **1001 E. Elizabeth Street, Commission Chambers, 2nd Floor, Brownsville, TX 78520**. The project will also be presented during a Brownsville Community Improvement Corporation (BCIC) meeting on **Thursday, July 27, 2023 at 12 p.m.** BCIC meetings are held at 1304 E. Adams St., Brownsville, TX 78520, United States.

The proposed project would include connecting Lift Station No. 159 (LS 159), located at the Brownsville Sports Park, to the Robindale Wastewater Treatment Plant (Robindale WWTP) to alleviate existing overflows during peak sanitary sewer flow periods and to provide future capacity for undeveloped areas in the northern region of Brownsville.

Completed in 2008, LS 159 was originally designed to transport wastewater from the Brownsville Sports Park and the north region of Brownsville to a proposed wastewater treatment plant located on a parcel of land owned by Brownsville PUB on FM 511. However, when LS 159 was constructed, the proposed WWTP had not been initiated and LS 159 was temporarily routed south to LS 140 in Villas los Pinos Subdivision via an 8-inch force main. Since 2008, LS 159 service area flows have significantly increased creating backflow conditions at multiple lift stations both upstream and downstream of LS 159. To address existing overflow conditions and to accommodate the future needs of the area, BPUB has proposed routing wastewater from LS 159 directly to the Robindale WWTP.

In addition to the flow conditions at LS 140 in Villas los Pinos Subdivision, wastewater from developments west of the IH69E is collected at LS 156. This lift station has similar downstream flow restrictions to those occurring at LS 140 which create additional overflow situations for BPUB. To address existing overflow conditions and to accommodate the future needs of the area west of the 1H69E, BPUB has proposed routing wastewater from LS 156 directly to LS 159.

The proposed project would occur on approximately 8.57 acres of the Brownsville Historic Battlefield Hike and Bike Trail (trail) and approximately 0.73 acres of the Brownsville Sports Park, both of which are recreational facilities owned and operated by the City of Brownsville and the Brownsville Community Improvement Corporation, respectively. The trail traverses north/south between E Morrison Rd and SH 550 and the Brownsville Sports Park is located east of I-69, south of Sports Park Blvd, and west of Old Alice Road. Because the proposed improvements would result in use of public land, Chapter 26 of the Parks and Wildlife Code applies to the proposed project. The proposed project involves underground improvements that would lie within a utility easement and will not change the recreational usage of the land. All disturbances to the recreational area during construction phase will be returned to existing conditions.

Environmental documentation, studies, maps and drawings showing the project location and design, tentative construction schedules, and other information regarding the proposed project are on file and available for inspection Monday through Friday between the hours of 8 a.m. and 5 p.m. at the Brownsville Public Utilities Board located at 1425 Robinhood Dr, Brownsville, TX 78521.

The City Commission meeting will be conducted in English. If you need an interpreter or document translator because English is not your primary language or you have difficulty communicating effectively in English, one will be provided to you. If you have a disability and need assistance, special arrangements can be made to accommodate most needs. If you need interpretation or translation services or you are a person with a disability who requires an accommodation to attend and participate in the City Commission meeting, please contact Marie C. Leal, P.E. (Contact Information Below)no later than 12 p.m. CT, on Wednesday, July 5, 2023. Please be aware that advance notice is required as some services and accommodations may require time for BPUB to arrange.

Verbal and written comments from the public regarding the proposed project are requested and may be provided using the contact information below. All comments must be received on or before Friday, August 11, 2023 by 4 pm. Responses to comments received will be on file with the Brownsville Public Utilities Board and available for inspection once they have been prepared.
If you have any general questions or concerns regarding the proposed project or the Brownsville City Commission meeting, please contact Marie C. Leal, P.E. at (956) 983-6275 or by email at mleal@brownsville-pub.com.

The environmental review, consultation, and other actions required by applicable Federal environmental laws for this project are being, or have been, carried-out by TxDOT pursuant to 23 U.S.C. 327 and a Memorandum of Understanding dated December 9, 2019, and executed by FHWA and TxDOT.

Project Contacts:
Marie Leal, P.E.
Director of Water/Wastewater Engineering-Planning
1425 Robinhood Dr.
Brownsville, TX 78521
mleal@brownsville-pub.com
(956) 983-6275

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Will Trevino, First Assistant City Attorney
Date:	Tuesday, July 11, 2023
Agenda #:	Board and Commission Member Appointment and Eligibility Policy Workshop

Summary:
The City Commission adopted the enclosed policy on Board and Commission member appointments and eligibility. This workshop will summarize said policy and seek guidance from the City Commission on any necessary or recommended updates.

Project Scope and Analysis:

Funding:

Source: N/A

Amount:

Local Contribution if Applicable:

Recommendation:

Commission Pillar:
Governance

Attachments:
1. BoardApptPolicy-Approved10-02-2018

CITY OF BROWNSVILLE POLICY ON BOARD AND COMMISSION MEMBER APPOINTMENT AND ELIGIBILITY
(Approved: October 02, 2018)

I. PURPOSE:

To encourage qualified individuals to serve on city boards, to increase the information available to the public regarding service on city boards, to make the commission aware of qualified individuals who may be willing to serve on city boards. The City Commission recognizes that the City is best served by boards and advisory bodies that reflect the geographic distribution and diversity of the community they serve. The Commission also recognizes that the needs of the City and the agencies are best met when qualified candidates are matched to the boards' individual requirements.

II. APPOINTMENT PROCESS FOR BOARD APPOINTMENT BY THE CITY COMMISSION

The Department Directors shall promptly notify the City Secretary of any current or anticipated vacancies on city boards and committees. The members of the City Commission should also actively recruit candidates who wish to apply for service on City boards and committees.

The City Secretary shall post and advertise on the City's web page current and upcoming vacancies in city boards and committees. All applicants shall complete an application packet containing and execute a conflict of interest statement before being considered for service on any city committee. The City Secretary will gather all applications which meet the minimum eligibility criteria set forth in this policy and submit them to the City Commission. The applications will be considered to be on file and effective for one year. The City Commission, during a posted public meeting, may only consider applicants whose completed applications are on file no less than 15 days prior to consideration for appointment to a board or committee.

All Board members will be elected by the City Commission as provided by state law, the city charter or the relevant bylaws. The City Commission will make every reasonable attempt to insure that geographical diversity of the different city districts are fairly represented on all boards. On all boards having six or more appointed members, such board shall consist of a board member from of the respective district: all others may be selected from the qualified candidates as determined by the commission. In the event there fails to be a qualified candidate from an individual district, the commission may, in their discretion, select a qualified candidate from an individual district, **the** ***commission may, in its discretion, select a qualified candidate from any other district or, if no residing requirement, from the entire number of qualified candidates regardless of the district they reside.***

The members of the Commission shall make their motions to appoint from the names of qualified candidates who have a valid application on file and who are eligible for a term on said board/committee. The Commission may also, subject to each commissioners right to make nominations, in its discretion, vote to consider other applicants who have completed applications and conflict of interest statements on file with the City Secretary's office who may have missed the application deadline.

III. APPLICATION PROCESS APPLICABLE TO MAYORAL APPOINTMENTS

Texas Law gives the Mayor of a municipality the unilateral authority to make certain appointments. [TLGC Sec. 392.031] The following procedure is advisory only. The Mayor should, any time he wishes to make an appointment, notify the city secretary of the vacancy, who shall post and advertise on the city's web page current and upcoming vacancies in applicable City boards and committees. Any interested applicant seeking an appointment should complete an application packet containing and execute a conflict of interest statement before being considered for a mayoral appointment for service on any city board / committee. The City Secretary will gather all applications which meet the minimum eligibility criteria set forth in this policy and submit them to the Mayor and Commissioners for review. The Mayor shall announce the name of the appointee at a City Commission meeting. Such a policy ensures that the Commissioners and the public are informed of who was appointed by the Mayor.

IV. ELIGIBILITY CRITERIA

(a) Written Application. A signed, current application form is required for consideration for service on a board or committee. Applications are considered current for one (1) year after original submittal, after which the application will be removed from consideration. The applicant may reapply and submit a new application.

(b) Residency. Unless the authorizing ordinance or law creating or otherwise governing a board or committee specifically requires otherwise, appointees should be residents of the City of Brownsville, Texas. However, the Commission may also appoint an individual to a city board if otherwise permitted by law, where that individual has established a business in Brownsville, provided significant civic or community service within Brownsville or who has otherwise demonstrated prior significant willingness to serve the community in Brownsville, Texas. The same shall apply to appointments made the Greater Brownsville Incentives Corporation (GBIC a Type-A corporation) and the Brownsville Community Improvement Board (BCIC a Type-B corporation) where permitted by state law.

(c) Criminal Check. No individual may serve on any city board or committee who has a felony conviction or who has, within the past ten years, been convicted of any crime of moral turpitude.

(d) Vendors or Grantees. No individual who is presently a city vendor, or who presently owns a substantial interest in any company which is a city vendor, is eligible to sit on a city board which contracts directly with that vendor. No individual who has obtained business incentives from a city board, or individual who owns a substantial interest in any company which has obtained business incentives from any city board, may serve on that same city board or committee within five years of receiving such incentives.

V. TERM OF OFFICE, ATTENDANCE AND MULTIPLE SERVICE

(a) All terms shall be two (2) years unless otherwise provided by state law or ordinance.

(b) Appointments. Appointments shall be made twice a year, and appointments are effective when made, unless the appointment is made for filling a vacancy in which case the appointment shall be for the remainder of the term filled. The Commission can fill any unexpired term with an appointment from any qualified individual who has an application and conflict of interest waiver on file with the city secretary.

(c) Attendance. A board or commission member shall attend seventy-five percent (75%) of the board meetings to be considered for reappointment. Any Board member or committee member who has three consecutive unexcused absences shall be automatically deemed to have resigned from his/her appointment with no further action by the commission.

(d) Term Limits. The recommended limit for service on a board or commission is two (2) consecutive two-year terms; however circumstances shall allow for longer member service at the discretion of the City Commission.

(e) Continued Service. A board or commission member is immediately eligible for all other boards and commissions upon completion of term limits on current board or commission.

(f) Multiple Service. Board and commission members shall not serve concurrently on more than one board or commission. If members at the time of this section's enactment are serving on more than one board or commission, they shall complete their current terms as provided by their appointments unless otherwise removed from a position in accordance with City Ordinance or State Law. This section will become effective immediately upon the date of enactment by the City Commission.

(g) Family Service. No spouses or individuals related within one degree of consanguinity or affinity may simultaneously serve on the same city board. Spouses and individuals related within one degree of consanguinity or affinity may serve on different city boards provided they comply with any statutes or rules pertaining to conflict of interest.

(h) Removal. The City Commission may remove any board member at any time, with or without cause, including but not limited to the failure to attend seventy-five percent (75%) of board meetings. This shall not apply to Boards whose removal is governed by the city charter or state statute, in which case the city charter or state statute will control. The procedures relating to removal of board members shall apply to all city boards, including the GBIC and the BCIC, whose Board members serve at the will of the City Commission. The procedures relating to removal of board members shall not apply to the Brownsville PUB as the provisions for removal of PUB Directors are established by City Charter.

VI. OFFICIAL NOTIFICATION.

A letter of appointment shall be sent to each member appointed to a board or commission. A letter of gratitude shall be sent to each retiring member.

VII. NONDISCRIMINATION.

The City of Brownsville is committed to providing an inclusive and welcoming environment for all members of our community and to ensuring that board and committee appointments are based on individuals' abilities and qualifications. Consistent with this principle and applicable laws, it is therefore the City's policy not to discriminate in making appointments to its boards and committees on the basis of race, color, gender, national origin, age, religion, creed, disability, veteran's status, sexual orientation, gender identity or gender expression. Such a policy ensures that only relevant factors are considered and that equitable and consistent standards of conduct and performance are applied.

VIII. SAVINGS CLAUSE

These rules shall apply generally as follows:

This policy shall apply generally to all city boards with the exception that, in the case of a conflict between this policy and state law, or the city charter, state law or the city charter shall prevail.

The procedures relating to the Commission's appointment of board members shall apply to all City Boards, including the Brownsville PUB, the GBIC a Type-A corporation, and the BCIC a Type-B corporation.

In the event of a conflict, between this policy and any bylaw provision of any internal city board (but not the Brownsville Public Utilities Board,) this policy shall control.

If any provision of this policy is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this policy shall remain in full force and effect.

IX. NON WAIVER

This policy is intended as a procedural guide for the City Commission and is not intended to establish any property right or procedural right as to any board appointment which appointments are totally discretionary with the City Commission. The City Commission shall have the right to modify or change this policy.

The right to make an appointment to any City Board is a discretionary right which belongs to the City Commission or, in several cases where required by statute, the Mayor. The City Commission does not, through adoption of this policy, abandon or cede any of its discretionary rights to make appointments.

This policy is intended as a guide for the Commissions and shall not create any property right or right to procedural due process or due course of law under the constitutions of the State of Texas or the United States. The Commission reserves the right to change or eliminate this procedure at any time it feels, in its discretion, it no longer best serves the interests of the City of Brownsville.

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	
Date:	Tuesday, July 11, 2023
Agenda #:	City Manager's Update

Summary:

Project Scope and Analysis:

Funding:

Source:

Amount:

Local Contribution if Applicable:

Recommendation:

Commission Pillar:

Attachments:

None

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Yolanda Galarza, City Secretary
Date:	Tuesday, July 11, 2023
Agenda #:	Minutes of June 20, 2023, Regular City Commission Meeting

Summary:
The minutes serve as the official record of the City Commission meeting.

Project Scope and Analysis:
Upon approval, the minutes will be executed and filed as a permanent record.

Funding:

Source:
Amount:
Local Contribution if Applicable:

Recommendation:
Staff recommends approval.

Commission Pillar:
Governance Pillar.

Attachments:
1. Draft Minutes-06-20-2023

THE STATE OF TEXAS §
CITY OF BROWNSVILLE§
COUNTY OF CAMERON §

MINUTES of a **Regular Meeting** of the City Commission of the City of Brownsville, Texas, held on **Tuesday, June 20, 2023,** at **5:00 P.M.** at the **City Commission Chambers,** located at **1001 East Elizabeth Street** and **via Webex Teleconference Meeting by logging on at** with the following members present**:**

https://brownsvilletx.webex.com/brownsvilletx/j.php?MTID=m1b26aaf9d65a9f0db89ba35ae76aa26d

JOHN COWEN, JR.	**Mayor**
COMMISSIONERS:	
VACANT	**At-Large "A"**
ROSE GOWEN	**At-Large "B"**
BRYAN L. MARTINEZ	**District 1**
ROY DE LOS SANTOS	**District 3**
PEDRO CARDENAS	**District 4**
HELEN RAMIREZ	**City Manager**
ELIZABETH WALKER	**Assistant City Manager**
FELIX SAUCEDA	**Assistant City Manager/Police Chief**
WILL TREVINO	**City Attorney**
YOLANDA G. GOMEZ	**City Secretary**

ABSENT : **Commissioner Linda C. Macias – District 2**

CALL TO ORDER

a) ROLL CALL

A quorum being present, Yolanda G. Gomez, City Secretary, read the call to order to consider the matters as posted and filed for the record in the Office of the City Secretary on Friday, June 16, 2023.

Mayor John Cowen Jr., called the meeting to order at 5:01 p.m.

Mayor John Cowen Jr., Commissioner Bryan L. Martinez, Commissioner Roy De los Santos, and Commissioner Pedro Cardenas attended the meeting in person.

Commissioner Rose Gowen attend the meeting virtually.

b) INVOCATION

Pastor Rafael Guzman delivered the invocation.

PLEDGE OF ALLEGIANCE TO THE FLAGS OF THE UNITED STATES OF AMERICA AND STATE OF TEXAS

The Pledge of Allegiance to the United States Flag and the Texas Flag was led by Mayor John Cowen, Jr., and the City Commission.

PROCLAMATION(S)

Elder Abuse Awareness Month (Commissioner B.L. Martinez/ Mayor J. Cowen, Jr.)

The proclamation was read and presented by Commissioner Bryan L. Martinez.

Recognizing Las Ramblas at Market Square (Commissioner R. De los Santos/ Commissioner B. L. Martinez)

The proclamation was read and presented by Commissioner Roy De los Santos.

PUBLIC COMMENT PERIOD

Yolanda Speece expressed concerns regarding City of Brownsville Police Department.

Taylor Cramer Citizens Against Sexualization of Childrens Director from McAllen, Texas expressed concern regarding the LGBTQ.

Saper Hargett from McAllen, Texas expressed concern regarding the municipal functions in conjunction with LGBTQ.

Celeste Esparza from Mercedes Texas was not present to address her concerns but did register her opinion on the public comment form that she submitted.

Esequiel Silva expressed concerns regarding the street cross walk painting and downtown parking spaces.

Maria Ruiz-Diaz expressed concerns regarding STEP and LGBTQ.

Elizabeth Dierlam was not present to address her concerns but did register her opinion on the public comment form that she submitted.

PRESENTATION(S)

Carbon Reduction Program Funds (Category 10) - Presentation by Director of RGVMPO, Andrew Canon

Andrew Canon, Rio Grande Valley Metropolitan Planning Organization (RGVMPO) Director provided a brief presentation regarding the Carbon Reduction Program Funds. The projects in relation to these funds included are the Southmost Nature Trail Phase 3, 4, & 5, Light Signalization, and Bus Curb Cuts.

Brief discussion ensued amongst the Commission and City staff.

Presentation and Discussion on Tenaska Funding Rebate Plan (Financial Services Department)

Michael Delmore, Chief Financial Officer gave a brief presentation on the cash flow and accounting of the Tenaska money as well as a suggestion for how those funds can be used. Additionally, he provided three (3) proposed options for returning $11M of Tenaska Revenue related City Cash Transfer Surplus.

Mayor John Cowen, Jr., noted that it was an important conversation because it was money that was raised from the public for a project that never happened. Mayor Cowen, Jr., proposed another option, that if the city could borrow $11 million and pay it back over time, just like the Brownsville Public Utilities Board did, there would be a one-time distribution.

Commissioner Roy De los Santos questioned why sales tax revenue was being used to support the options since it was already included in the fund transfer. He further noted if there was an option of using financial transfers going forward to pay for this. Commissioner De los Santos asked when will the Commission view the presentation detailing how the funds were used.

Brief discussion ensued amongst the Commission and City staff.

CONSENT AGENDA ITEM(S)

Upon motion by Commissioner Roy De los Santos seconded by Commissioner Rose Gowen and carried unanimously, Consent Agenda Items 1 through 14 were approved.

1) Approval of the Minutes:

a. Minutes of June 6, 2023, Regular City Commission Meeting

2) Consideration and **ACTION** to authorize the purchase of the XJ402 Transit Bus Wash from InterClean Equipment, LLC under the BuyBoard Contract 629-20 for $220,504.35 as budgeted. (Multimodal Transportation Department)

3) Consideration and **ACTION** to approve the grant application for Safe Streets for All (SS4A), a Federal Highway Administration (FHWA) program. The application requests $256,245 in federal funds, with a local match of $64,061. (Multimodal Transportation Department)

4) Consideration and **ACTION** to approve the 2023 Transportation Alternatives Set-Aside (TASA) applications and local match for Dennet Road - Construction, West Rail Trail (WRT) to Brownsville Sports Park - Planning, and Morrison Rd to Monte Bella Park - Planning projects. The total amount requested is $2,532,962, and the local match is $529,328 (Multimodal Transportation Department).

5) Consideration and **ACTION** to approve a six-month professional services contract with Alfredo Padilla for prosecution services in an amount not to exceed $50,000.00 per six-month term, as budgeted. (Office of the City Attorney)

6) Consideration and **ACTION** to approve the Maintenance Agreement with Lit Fiber Brownsville, LLC for the scheduled and unscheduled repair services to the Middle Mile network of the broadband project. (City Manager's Office/Enterprise Applications)

7) Consideration and **ACTION** to award a contract to Araiza General Construction for the replacement of the 1st and 2nd floor windows of the Pan Am Airway building in the amount of $374,000.00, as budgeted. (Internal Services Department)

8) Consideration and **ACTION** to approve a Memorandum of Agreement (MOA) between the Brownsville Housing Authority and the City of Brownsville to advance the redevelopment of the Bougainvillea multi-family development. (Planning and Redevelopment Services Department)

9) **APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 2023-1719**, to annex into the City of Brownsville boundary limits a property described as being a 40.00 acre tract of land, more or less, being Lot 8, Block 411, El Jardin Resubdivision, Cameron County, Texas, according to the map of plat recorded in Volume 4, Page 48, Map Records Cameron County, Texas, located on the corner of Indiana Avenue and North Oklahoma Avenue, Brownsville, Texas 78521, as shown in Exhibit "A". (Planning & Redevelopment Department)

10) **APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 2023-1720**, to annex into the City of Brownsville boundary limits a property described as being all of Lot 11, Block 1, of Los Ranchitos Subdivision Section 1, having a total area of 0.904-acre, Cameron County, Texas, as recorded in Cabinet 1, Pages 1556-B & 1557-A, Cameron County Map Records, located at 23832 U.S. Highway 281, Brownsville, Texas 78520, as shown in Exhibit "A". (Planning & Redevelopment Department)

11) Consideration and **ACTION** on the purchase of a Broce RC 350 4 Wheel Sweeper and a Broce BB260 3 Wheel Sweeper for the Engineering and Public Works Department from Nueces Power Equipment, Buyboard Contract #685-22, in the amount of $118,113.34, as budgeted. (Internal Services)

12) Consideration and **ACTION** to award a contract to SCS Engineers for the Professional Engineering Services for the Design, Preparation of Plans and Bidding Documents, Construction Quality Control and Land Surveying for the Construction of Cell 5 and other Associated Site Improvement at the City of Brownsville Landfill in the amount of $441,480.00. (Engineering & Public Works Department)

13) Consideration and **ACTION** to award ADK Executive Search $10,000 for recruiting services, as budgeted. (Airport Department)

14) Consideration and **ACTION** to award renewal of the term contract #LCS-27-0221 for Legislative Consulting Services to Martinez and Associates in the amount of an annual cost for services of $72,000 and a not to exceed annual amount of $24,000 in reimbursable expenses, as budgeted. (City Manager's Office)

PUBLIC HEARING(S)

1) **Public Hearing and ACTION on FIRST READING on Ordinance Number 235-2023-009, to rezone from Residential Estate (RE) to Residential Transition (R-3) for a 2.566-acre tract of land, out of a 71.17-acre tract of land in the A.N. Tandy Estate, Share 12, Espiritu Santo Grant, Cameron County, Texas, located on West Alton Gloor Boulevard, Brownsville, Texas 78520, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department)**

Martin Vega, Planning & Redevelopment Assistant Director noted that the proposed rezoning ordinance is to establish a multi-family development (apartments).

Brief discussion ensued amongst the Commission and City staff.

Upon motion by Commissioner Roy De los Santos seconded by Commissioner Pedro Cardenas and carried unanimously, the public hearing was closed.

Commissioner Roy De los Santos moved that Ordinance Number 235-2023-009, be adopted at first reading. The motion was seconded by Commissioner Pedro Cardenas and carried unanimously.

2) **Public Hearing and ACTION on FIRST READING on Ordinance Number 235-2023-010, to rezone from Commercial Corridor (CC) to Regional Center (RC) for Lot 2, Block 1, MG Estates Subdivision, Cameron County, Texas, located at 7225 Paredes Line Road, Brownsville, Texas 78526, as shown in Exhibit "A". (District 3) (Planning & Redevelopment Department)**

Martin Vega, Planning & Redevelopment Assistant Director noted that the proposed rezoning ordinance is to establish an open RV and boat storage facility.

Brief discussion ensued amongst the Commission and City staff.

Upon motion by Commissioner Roy De los Santos seconded by Commissioner Bryan L. Martinez and carried unanimously, the public hearing was closed.

Commissioner Roy De los Santos moved that Ordinance Number 235-2023-010, be adopted at first reading. The motion was seconded by Commissioner Bryan L. Martinez and carried unanimously.

3) Public Hearing and ACTION on FIRST READING on Ordinance Number 235-2023-011, to rezone from Commercial Corridor (CC) to Residential Single-Family (R-1) for Lot 5, Block 1, Military South Subdivision, Phase 1, Cameron County, Texas, located at 9795 U.S. Highway 281, Brownsville, Texas 78520, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department)

Martin Vega, Planning & Redevelopment Assistant Director noted that the proposed property is currently vacant and consists of 0.71 acre and only allowing commercial development.

Brief discussion ensued amongst the Commission and City staff.

Upon motion by Commissioner Roy De los Santos seconded by Commissioner Bryan L. Martinez and carried unanimously, the public hearing was closed.

Commissioner Bryan L. Martinez moved that Ordinance Number 235-2023-011, be adopted at first reading. The motion was seconded by Commissioner Roy De los Santos and carried unanimously.

4) Public Hearing and ACTION on FIRST READING on Ordinance Number 235-2023-012-S, to request a Specific Use Permit to allow a used car lot for a 0.883-acre tract of land in Blocks 5 and 5A, Share 27, El Jardin Subdivision, Cameron County, Texas, located on South Central Avenue, Brownsville, Texas 78521, as shown in Exhibit "A". (District 1) (Planning & Redevelopment Department)

Martin Vega, Planning & Redevelopment Assistant Director noted that the proposed ordinance was rejected by the Planning and Zoning Commission. In order to appeal, the property owner is requesting the Commission's review. Mr. Vega mentioned that there was a verbal opposition received at the Planning & Zoning Commission meeting. The neighboring property owner expressed concern of the type of business that was going to be established and the potential vehicle clutter. Mr. Vega further noted that if Commission were to approve the proposed ordinance, staff recommended the following conditions to address the common complaints related to Used Car Lots and in which the developer has agreed to comply with.

- Organized parking of inventory/Adequate space for traffic flow
- Additional vegetation buffers and screening
- Storage of inventory within the property
- Unloading of inventory within the property
- Masonry walls
- Work within enclosed areas

Commissioner Bryan L. Martinez expressed concern over the possibility number of cars parked along the residential zones, particularly because all the properties are residences.

Paco Aldape representing the property owner noted that in order for the business to be compliant, that they will adhere to all agreements and recommendations.

Brief discussion ensued amongst the Commission and City staff.

Upon motion by Commissioner Roy De los Santos seconded by Commissioner Bryan L. Martinez and carried unanimously, the public hearing was closed.

Upon motion by Commissioner Pedro Cardenas seconded by Commissioner Rose Gowen and carried unanimously, Ordinance Number 235-2023-012 was denied.

5) Public Hearing and ACTION on FIRST READING on Ordinance Number 235-2023-013, to rezone from Residential Single-Family (R-1) to Residential Suburban (R-2) for 2.048 acres of land in Block 39, Share 27, El Jardin Subdivision, Cameron County, Texas, located at 290 North Central Avenue, Brownsville, Texas 78521, as shown in Exhibit "A". (District 2) (Planning & Redevelopment Department)

Martin Vega, Planning & Redevelopment Assistant Director noted that the proposed rezoning ordinance is to establish a duplex subdivision on the subject property.

Helen Ramirez, City Manager noted that Commissioner Linda C. Macias had requested that the item be tabled for the next scheduled meeting.

Upon motion by Commissioner Roy De los Santos seconded by Commissioner Bryan L. Martinez and carried unanimously, the public hearing was moved to July 11, 2023, City Commission meeting.

6) Public Hearing and ACTION on FIRST READING on Ordinance Number 235-2023-904, to rezone from Agriculture (AG) to Residential Suburban (R-2) for a 0.94 acre-tract out of a 5.66-acre tract, being in Santander Townsite, Barreda Gardens Subdivision, located on FM 1421, Brownsville, Texas 78520, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department)

Martin Vega, Planning & Redevelopment Assistant Director noted that the proposed ordinance is a city-initiated case to change the zoning designation for an approximate 0.94 acre-tract out of a 5.66-acre tract. The proposed zoning reclassification will amend the zoning map from Residential Single-Family (R-1) to Residential Suburban (R-2). Staff determined that the proposed use would be appropriate given the nearby residential use after conducting a thorough review of the area.

Brief discussion ensued amongst the Commission and City staff.

Upon motion by Commissioner Roy De los Santos seconded by Commissioner Pedro Cardenas and carried unanimously, the public hearing was closed.

Commissioner Pedro Cardenas moved that Ordinance Number 235-2023-904, be adopted at first reading. The motion was seconded by Commissioner Roy De los Santos and carried unanimously.

ITEMS FOR INDIVIDUAL CONSIDERATION(S)

1) Consideration and ACTION to approve a Special City Commission Work Session to be held on July 25, 2023. (City Managers Office)

Helen Ramirez, City Manager noted that this item was a request from Financial Services Department to schedule a Special City Commission Work Session.

Upon motion by Commissioner Roy De los Santos seconded by Commissioner Rose Gowen and carried unanimously, Special City Commission Work Session to be held on July 25, 2023, was approved.

2) **Consideration and ACTION for the approval of the 2023 Drainage Policy and Construction Details for the City of Brownsville. Documents for the engineering services on the updating of the policy were presented by Sigler, Winston, Greenwood & Associates. (Engineering & Public Works Department)**

Doro Garcia, Engineering and Public Works Director noted that the policy update is renewing our policy from our existing one to our 2023 drainage policy, which will modify our drainage requirements from our five-year storm drainage design to a 50-year drainage storm design. This is to get ready for all the upcoming drainage improvements we have planned with the Texas Water Development Board. Additionally, establish guidelines for utility patching that are comparable to those set forth by the Texas Department of Transportation (TxDOT) and set parameters for what repairs must adhere to.

Commissioner Roy De los Santos questioned whether the city expects that the drainage district's lower standards will cause issues for residents.

Mr. Garcia noted that the drainage standards are for new subdivision development so the existing subdivisions do not need to comply with these requirements they will stay as is.

Commissioner Roy De los Santos encouraged that policies require for new development to include drainage swales that also serve as speed humps to prevent feeding in residential areas and prevent the need for additional speed bumps.

Brief discussion ensued amongst the Commission and City staff.

Commissioner Roy De los Santos moved that the 2023 Drainage Policy and Construction Details for the City of Brownsville, be approved. The motion was seconded by Commissioner Bryan L. Martinez and carried unanimously.

3) **Consideration and ACTION to discuss and approve Resolution Number 2023-075 authorizing publication and posting of Notice of Intention to Issue Certificates of Obligation to finance certain capital improvements. (Financial Services Department)**

Michael Delmore, Chief Financial Officer provided a brief explanation of the issuance of bonds to finance certain Capital Improvement Projects. He further introduced Noe Hinojosa from Estrada Hinojosa Investment Bankers, provided a brief presentation regarding the Combination Tax and Revenue Certificates of Obligation.

Brief discussion ensued amongst the Commission and City staff.

Commissioner Roy De los Santos moved that Resolution Number 2023-075, authorizing publication and posting of Notice of Intention to Issue Certificates of Obligation to finance certain capital improvements, be approved. The motion was seconded by Commissioner Rose Gowen and carried unanimously.

4) **Consideration and ACTION to discuss and approve Resolution Number 2023-074 expressing official intent to reimburse with tax-exempt obligation proceeds costs associated with certain capital improvements. (Financial Services Department)**

Michael Delmore, Chief Financial Officer noted that this agenda item is associated with agenda item 3, in regards to capital requests and heavy equipment. The purpose of the resolution is to allow the city in advance of the 45-day period of receiving the issuance from bonds to order in advance, with City Managers approval and Financial Services Department. He introduced Jay Juarez from Estrada Hinojosa Investment Bankers, noted that the resolution allows to expand

proceeds now or 60 days prior to this day, which is covered within the notice. The city could reimburse the funds from the certificate of obligation once available to cover prior expenditures.

Commissioner Roy De los Santos moved that Resolution Number 2023-074, expressing official intent to reimburse with tax-exempt obligation proceeds costs associated with certain capital improvements, be approved. The motion was seconded by Commissioner Rose Gowen and carried unanimously.

At this time, Mayor John Cowen Jr., stepped away, due to a conflict of interest and did not participate on Agenda Item # 5.

5) **Consideration and ACTION to approve a contract for depository services for up to five years with one of the following banks, listed in alphabetical order: JPMorgan Chase, Lone Star National Bank, PlainsCapital Bank, PNC Bank, and/or Texas Regional Bank; and Authorize City Manager to negotiate and execute the contract. (Financial Services Department)**

Michael Delmore, Chief Financial Officer provided a brief presentation of the process in selecting depository services for the city.

Due to lack of quorum, there was no action taken on Agenda Item 5.

Mayor John Cowen Jr. returned to the meeting after the agenda item was discussed.

6) **Consideration and ACTION on Resolution Number 2023-076, authorizing the Greater Brownsville Incentives Corporation (GBIC) to sell Lot 5 of the North Brownsville Industrial Park. (GBIC/City Managers Office)**

Eleazar Rodriguez, Director of Industrial Park Development and Special Projects noted that the project consisted of a new Industrial Building for a manufacturing company. They plan to construct a 50,000 SF building, with an initial investment of $3.5 Million and an estimated creation of fifty (50) jobs.

Brief discussion ensued amongst the Commission and City staff.

Commissioner Roy De los Santos moved that Resolution Number 2023-076, authorizing the Greater Brownsville Incentives Corporation (GBIC) to sell Lot 5 of the North Brownsville Industrial Park, be approved. The motion was seconded by Commissioner Rose Gowen and carried unanimously.

EXECUTIVE SESSION

Upon motion by Commissioner Roy De los Santos, seconded by Commissioner Bryan L. Martinez and carried unanimously, the Executive Session convened at 7:00 p.m. to discuss the following items:

1) **Closed session pursuant to Tex. Gov't Code Section 551.071 (Consultation with Attorney, including Contemplated or Pending Litigation and/or Settlement Offer) related to Cannery Project. (Office of the City Attorney)**

2) **Closed session pursuant to Tex. Gov't Code Sections 551.071 (Consultation with Attorney) and 551.072 (Deliberation Regarding Real Property) regarding Project Ecosystem. (Office of the City Attorney)**

3) **Closed session pursuant to Tex. Gov't Code Section 551.071 (Consultation with Attorney, including Contemplated or Pending Litigation and/or Settlement Offer) related to economic incentives previously awarded related to Project Capital. (Office of the City Attorney)**

4) **Closed session pursuant to Tex. Gov't Code Sections 551.071 (Consultation with Attorney) to receive legal advice from legal counsel and 551.087 (Economic Development Deliberation) related to Project Domino. (Office of the City Attorney)**

All items listed in Executive Session were discussed during the Executive Session, and a certified agenda was kept.

Upon conclusion of Executive Session, Mayor John Cowen Jr., convened the Regular meeting at 8:08 pm. There was no action taken in the Executive Session.

POSSIBLE ACTION ON ANY ITEM(S) AS DISCUSSED IN EXECUTIVE SESSION

NOTE: The City Commission of the City of Brownsville reserves the right to discuss any items in Executive Session whenever authorized under the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

1) **Consideration and ACTION, if any, to the Cannery Project. (Office of the City Attorney)**

No action taken.

2) **Consideration and ACTION, if any, related to Project Ecosystem. (Office of the City Attorney)**

No action taken.

3) **Consideration and ACTION, if any, related to economic incentives previously awarded related to Project Capital. (City Manager's Office/Office of the City Attorney)**

No action taken.

4) **Consideration and ACTION, if any, to approve Resolution Number 2023-077 related to deliberate economic development negotiations related to Project Domino. (Office of the City Attorney)**

Upon motion by Commissioner Roy De los Santos seconded by Commissioner Pedro Cardenas and carried unanimously, Resolution Number 2022-077 related to economic development for project Domino was approved as discussed in executive session.

ADJOURNMENT

There being no further business to come before the Commission, upon duly made motion the meeting adjourned at 8:20 p.m.

Approved this 11th day of July, 2023.

John Cowen, Jr.
Mayor

Attest:

Yolanda Galarza Gomez, TRMC
City Secretary

Respectfully submitted by:
Blanca E. Gonzalez, Administrative Specialist
Office of the City Secretary

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Yolanda Galarza, City Secretary
Date:	Tuesday, July 11, 2023
Agenda #:	Minutes of June 27, 2023, Special City Commission Meeting

Summary:
The minutes serve as the official record of the City Commission meeting.

Project Scope and Analysis:
Upon approval, the minutes will be executed and filed as a permanent record.

Funding:

Source:
Amount:
Local Contribution if Applicable:

Recommendation:
Staff recommends approval.

Commission Pillar:
Governance Pillar.

Attachments:
1. Draft Minutes 06-27-2023

THE STATE OF TEXAS §
CITY OF BROWNSVILLE§
COUNTY OF CAMERON §

MINUTES of a **Special Meeting** of the City Commission of the City of Brownsville, Texas, held on **Tuesday, June 27, 2023,** at **5:00 P.M.** at the **City Commission Chambers,** located at **1001 East Elizabeth Street** and **via Webex Teleconference Meeting by logging on at** with the following members present**:**

https://brownsvilletx.webex.com/brownsvilletx/j.php?MTID=m49def16eaa0b40b264da5fd8afcec478

JOHN COWEN, JR.	**Mayor**
COMMISSIONERS:	
VACANT	**At-Large "A"**
ROSE GOWEN	**At-Large "B"**
BRYAN L. MARTINEZ	**District 1**
ROY DE LOS SANTOS	**District 3**
PEDRO CARDENAS	**District 4**
HELEN RAMIREZ	**City Manager**
ELIZABETH WALKER	**Assistant City Manager**
FELIX SAUCEDA	**Assistant City Manager/Police Chief**
WILL TREVINO	**City Attorney (Virtual)**
JENNIFER AVENDAÑO	**First Assistant City Attorney**
YOLANDA G. GOMEZ	**City Secretary (Virtual)**

ABSENT : **Commissioner Linda C. Macias – District 2**

CALL TO ORDER

a) ROLL CALL

A quorum being present, Griselda Rosas, Deputy City Secretary, read the call to order to consider the matters as posted and filed for the record in the Office of the City Secretary on Friday, June 23, 2023.

Mayor John Cowen Jr., called the meeting to order at 5:02 p.m.

Mayor John Cowen Jr., Commissioner Bryan L. Martinez, Commissioner Roy De los Santos, and Commissioner Pedro Cardenas attended the meeting in person.

Commissioner Rose Gowen attend the meeting virtually at 5:02 pm.

b) INVOCATION

Pastor Eddie Cervantes delivered the invocation.

PLEDGE OF ALLEGIANCE TO THE FLAGS OF THE UNITED STATES OF AMERICA AND STATE OF TEXAS

The Pledge of Allegiance to the United States Flag and the Texas Flag was led by Mayor John Cowen, Jr., and the City Commission.

PUBLIC COMMENT PERIOD

Norberto Range expressed concern over the need to be informed prior to any vote by the Mayor and Commissioners of the City of Brownsville.

Pastor Victor Alvares expressed his concern and provided a way to prevent a repeat of the issue concerning comments made by a commissioner.

Jessica Martinez expressed concerns regarding the remarks made and how information about Pride events is handled for children.

Lydia Garza was not present to address her concerns but did register her opinion on the public comment form that she submitted.

POST ELECTION BUSINESS

1) **Consideration and ACTION on Resolution Number 2023-078, canvassing and declaring the results of the Special Municipal Runoff Election held on June 17, 2023, for the purpose of electing one member of the City Commission: Commissioner At-Large "A". (Office of the City Secretary)**

Commissioner Roy De los Santos moved that Resolution 2023-078 canvassing and declaring the results of the Special Municipal Runoff Election held on June 17, 2023, be approved. The motion was seconded by Commissioner Rose Gowen and carried unanimously.

ITEMS FOR INDIVIDUAL CONSIDERATION(S)

1) **Consideration and ACTION to approve a contract for depository services for up to five years with one of the following banks, listed in alphabetical order: JPMorgan Chase, Lone Star National Bank, Plains Capital Bank, PNC Bank, and/or Texas Regional Bank; and Authorize City Manager to negotiate and execute the contract. (Financial Services Department)**

At this time, Mayor John Cowen Jr., stepped away, due to a conflict of interest and did not participate on Agenda Item # 1.

Due to lack of a quorum, there was no discussion and action taken on Agenda Item 1.

Mayor John Cowen Jr. returned to the meeting.

2) **Consideration and ACTION to approve action required by Chapter 2254 of the Texas Government Code and approval of a First Amendment to Independent Firm Agreement Term Contract for Delinquent Ad Valorem Tax Collection Services (a contingent fee contract) with Linebarger Goggan Blair & Sampson, LLP as special counsel to perform all legal services necessary to collect delinquent property taxes; and authorize the execution of such amended agreement. (Office of the City Attorney)**

Jennifer M. Avendaño, First Assistant City Attorney noted that the contract expires on June 30, 2023, and asked for an amendment that would extend the agreement by six months and provide her the opportunity to issue a Request for Proposal (RFP).

Commissioner Roy De los Santos moved that a First Amendment to Independent Firm Agreement Term Contract for Delinquent Ad Valorem Tax Collection Services (a contingent fee contract) with Linebarger Goggan Blair & Sampson, LLP as special counsel to perform all legal services necessary to collect delinquent property taxes; and authorize the execution of such amended agreement, be approved. The motion was seconded by Commissioner Rose Gowen and carried unanimously.

EXECUTIVE SESSION

Upon motion by Commissioner Roy De los Santos, seconded by Commissioner Pedro Cardenas and carried unanimously, the Executive Session convened at 5:22 p.m. to discuss the following items:

1) **Closed session pursuant to Tex. Gov't Code Section 551.071 (Consultation with Attorney) regarding Brownsville Public Utilities Board (BPUB) board membership. (Office of the City Attorney)**

All items listed in Executive Session were discussed during the Executive Session, and a certified agenda was kept.

Upon conclusion of Executive Session, Mayor John Cowen Jr., convened the Regular meeting at 5:38 pm. There was no action taken in the Executive Session.

POSSIBLE ACTION ON ANY ITEM(S) AS DISCUSSED IN EXECUTIVE SESSION

NOTE: The City Commission of the City of Brownsville reserves the right to discuss any items in Executive Session whenever authorized under the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

1) **Consideration and ACTION, if any, to approve Resolution Number 2023-082 appointing/reappointing/removing members on the Brownsville Public Utilities Board (BPUB). (Office of the City Attorney)**

Commissioner Roy De los Santos noted that to be consistent with the Charter Amendments that were recently voted on by the citizens of Brownsville, he moved to adopt positions one through seven as discussed in executive session for the Brownsville Public Utilities Board. The motion was seconded by Commissioner Rose Gowen and carried unanimously.

Commissioner Pedro Cardenas moved to appoint ***Alejandro Najera for position four starting July 2, 2023,*** to the Brownsville Public Utilities Board. The motion was seconded by Commissioner Roy De los Santos and carried unanimously.

Commissioner Rose Gowen moved to appoint ***Daisy Zamora for position six starting July 2, 2023,*** to the Brownsville Public Utilities Board. The motion was seconded by Commissioner Roy De los Santos and carried unanimously.

ADJOURNMENT

There being no further business to come before the Commission, upon duly made motion the meeting adjourned at 5:40 p.m.

Approved this 11th day of July, 2023.

_____
John Cowen, Jr.
Mayor

Attest:

_____
Yolanda Galarza Gomez, TRMC
City Secretary

Respectfully submitted by:
Blanca E. Gonzalez, Administrative Specialist
Office of the City Secretary

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Efren Trujillo, Assistant Director
Date:	Tuesday, July 11, 2023
Agenda #:	Consideration and **ACTION** to approve a 3-year term subscription agreement between eCivis (Carahsoft) under the cooperative contract OMNIA-R191902 in the amount of $55,168.75, as budgeted annually. (Grants and Community Development Department)

Summary:
The Grants and Community Development Dept is renewing its grants software subscription with eCivis under the OMNIA-R191902 for a 3-year term. The renewal with eCivis will include 3 subscriptions for our Grants Division (Grant Manager, Grant Analyst and Grant Writer). This software is budgeted annually in the Grant Budget account 01-135-776.

eCivis annual fees for the 3-year term:

Year 1	17,500.00
Year 2	18,375
Year 3	19,293.75
Total	**55,168.75**

Project Scope and Analysis:
The software is utilized to search for grants that are applicable to different City Departments/Work Plan Initiatives and partner organizations, which allows us to leverage funding for future and ongoing projects. This software has been instrumental in securing several grants as it provides our grant writers with different tools, including a sample application and multiple resources for available grants. In addition, the software has the ability to create search criteria for any work plan element/need outlined by departments or partners.

Funding:

Source: 01-135-776
01-135-765

Amount: 16753.75
746.25

Local Contribution if Applicable:

Recommendation:
Staff recommends approval.

Commission Pillar:
Governance Pillar

Attachments:
1. Carahsoft - Grant Search System (1) (1)
2. eCivis 7.11.2023

ECIVIS SOFTWARE SUBSCRIPTION AGREEMENT

This **SOFTWARE SUBSCRIPTION AGREEMENT** (the "**Agreement**") is made (March 23rd 2023) (the "**Effective Date**") by and between ECIVIS INC., a corporation incorporated under the laws of the State of Delaware ("**eCivis**") and (City of Brownsville), including, without limitation, all its subdivisions, departments, and constituent entities within its legal scope and jurisdiction (collectively, the "**Subscriber**").

1. DEFINITIONS

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for the purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Malicious Code" means viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents or programs.

"Order Form" means the documents for placing orders hereunder, including addenda thereto, that are entered into between You and Us from time to time, including addenda and supplements thereto.

"Services" means the products and services that are ordered by You or Your Affiliates under an Order Form and made available by Us online.

"User Guide" means the on-line users guide for the Services, made available on-line.

"Users" means individuals who are authorized by You to use the Services, for whom subscriptions to a Service have been ordered, and who have been supplied user identifications and passwords by You, (or by Us at your request). Users may include but are not limited to Your employees, consultants, contractors and agents, and third parties with which You transact business.

"We," "Us", "Our", "**eCivis Inc.",** or "**eCivis**" means the company or entity providing the Services in the Agreement

"You", "Your", "Subscriber" means the company or other legal entity for which you are accepting the Agreement and Affiliates of that company or entity.

"Your Data" means all electronic data or information submitted by You to the Services, including but not limited to any data, content (including user content), information and files.

2. PROVISION OF SERVICES

2.1 Terms of Service. Terms, provisions, or conditions on any purchase order, acknowledgement, or other business form or writing that Customer may use in connection with the provision of Services (or software) by eCivis will have no effect on the rights, duties, or obligations of the parties hereunder, regardless of any failure of eCivis to object to such terms, provisions, or conditions.

2.2 Provision of Services. We shall make the Services available to You pursuant to this Agreement and the relevant Order Forms during a subscription term. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. Order Forms shall be deemed incorporated herein by reference. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

2.3 User Subscriptions. Unless otherwise specified in the applicable Order Form, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the applicable subscription term at the same price as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added and (iii) the added User subscriptions shall terminate on the same day as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared

or used by more than one user but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

2.4 **Hosting, Product Maintenance and Support.** For the first year of this Agreement, upon paying the Subscription Fee and for each year thereafter, provided that Subscriber continues to pay the Subscription Fees in accordance with the fees set out in Appendix A, eCivis shall provide Hosting, Maintenance and Technical Support Services for the software as outlined in Appendix B, if the Subscriber is not otherwise in breach of the provisions of this Agreement.

2.5 **Implementation Services**. eCivis shall provide the professional service as defined in the Scope of Work ("SOW"), Appendix C, in a professional manner, consistent with industry standards. Unless otherwise agreed upon by both parties, or as the result of a delay on the part of eCivis, the obligation to provide professional services to the Subscriber expires the earlier of:

1) completion of the services described in the SOW

2) 12 months from the effective date of the relevant Order Form.

2.6 **Acceptance of Custom Work.** Within fifteen (15) business days from the delivery of each individual Custom Work, the Customer/Subscriber shall, in its sole discretion, review the Product Customization and notify eCivis whether it finds the Customizations satisfactory or unsatisfactory. If its determined that the Customizations are unsatisfactory, then it shall state in writing the reasons for its determination, including identifying any nonconformance with the Subscriber's specifications or expectations. eCivis will promptly correct the deficiencies and reinstall the Customizations, and the approval procedure shall be reapplied until Subscriber finally declares the Customizations satisfactory. In the absence of a written response within 15 Business Days after the delivery of the Customizations or once the Subscriber has declared the Customizations satisfactory, the Customizations shall be considered 'Accepted'.

3. USE OF THE SERVICES

3.1 **Our Responsibilities.** We shall: (i) provide Our basic support for the Services to You at no additional charge, and/or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours' notice via the Services and which We shall schedule to the extent practicable during the weekend hours from 9:00 pm Friday to 6:00 am Monday Eastern Time), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet services provider failure or delays, or denial of service attacks, and (iii) provide the Services only in accordance with applicable laws and government regulations.

3.2 **Our Protection of Your Data**. We shall maintain reasonable administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 6.3 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters.

3.3 **Your Responsibilities.** You shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the User Guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

4. FEES AND PAYMENTS FOR SERVICES

4.1 **Fees.** You shall pay all fees specified in all Order Forms as set out in Appendix A. Except as otherwise specified herein or in an Order Form, (i) fees are based on services purchased and actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the number of User subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form. User subscription fees are based on monthly periods that begin on the subscription start date and each monthly anniversary thereof; therefore, fees for User subscriptions added in the middle of a monthly period will be charged for the full monthly period and the monthly periods remaining in the subscription term.

4.2 **Invoicing and Payment.** You will provide Us with a valid purchase order or alternative document reasonably acceptable to Us. We will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

4.3 **Overdue Charges.** If any charges are not received from You by the due date, then at Our discretion, (a) such charges may accrue late interest at a rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 4.2 (Invoicing and Payment)

4.4 **Suspension of Service and Acceleration.** If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue, We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full. We will give You at least 7 days prior notice that Your account is overdue, in accordance with Section 11.1 (Manner of Giving Notice), before suspending services to You.

4.5 **Payments and Disputes.** We shall not exercise Our rights under Section 4.3 (Overdue Charges) or 4.4 (Suspension of Service and Acceleration) if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

4.6 **Taxes.** Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal, or foreign jurisdiction (collectively, "**Taxes**"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against it based on Our income, property and employees.

4.7 **Travel Costs.** Unless noted otherwise, this quotation does not include any travel, lodging, or on-site expenses. If such travel is required and subsequently authorized, eCivis's standard travel and per diem rates shall apply. Air Travel, Rental Car (with associated fuel and parking costs), and Lodging costs shall be reimbursed at cost. eCivis is not responsible for unpredictable (including Commercial Airline Travel) delays which may increase travel cost.

5. PROPRIETARY RIGHTS

5.1 **Reservation of Rights in Services.** Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

5.2 **Restrictions.** You shall not (i) permit any third-party to access the Services except as permitted herein or in an Order Form (ii) create derivative works based on the Services except as contained herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

5.3 **Your Applications and Code.** If You, a third party acting on Your behalf, or a User creates applications or program code using the Services, You authorize Us to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.

5.4 **Your Data.** Subject to the limited rights granted to You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein.

5.5 **Suggestions.** We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services. We may additionally develop, modify, improve, support, and operate Our Services based on Your use, as applicable, of any Services.

6. CONFIDENTIALITY

6.1 **Definition of Confidential Information.** As used herein, "**Confidential Information**" means all confidential information disclosed by a party ("**Disclosing Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

6.2 **Protection of Confidential Information.** The Receiving party shall use the same degree of care that uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates and their legal counsel and accountants without the other party's prior written consent.

6.3 **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest such disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding or otherwise to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable costs of compiling and providing secure access to such Confidential Information.

7. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

7.1 **Our Warranties.** We represent and warrant that (i) We have validly entered into this Agreement and have the legal authority to do so, (ii) the Services shall perform materially in accordance with the User Guide, (iii) the functionality of the Services will not be materially decreased during a subscription term, and (iv) We will not transmit Malicious Code to You, provided you are not in breach of this subsection (iv) if You or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, Your exclusive remedy shall be as provided in Section 10.3 (Termination for Cause) and Section 10.4 (Refund or Payment upon Termination) below.

7.2 **Your Warranties.** You represent and warrant that (i) You have validly entered into this Agreement and have the legal authority to do so; (ii) You will use the Services in accordance with applicable laws; and (ii) You have all necessary rights to use and upload any Data for use with the Services.

7.3 **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS, WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING ANY REPRESENTATIONS AND WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. MUTUAL INDEMNIFICATION

8.1 **Indemnification by Us.** We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates any Canadian or United States' registered patents, copyrights or trade-mark rights of a third party (a "**Claim Against You**"), and shall indemnify You for any damages, legal fees and costs finally awarded against You as a result of, and for amounts paid by You under a court-approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You; (b) Give Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim against You, or if we reasonably believe the Services may

infringe or misappropriate, We may in Our discretion and at no cost to you (i) modify the Services so that they no longer infringe or misappropriate , without breaching Our warranties under "Our Warranties" above, (II) obtain a license for Your continued use of the Services in accordance with this Agreement, or (iii) terminate Your User subscriptions for such services upon 30 days' written notice and refund to You any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination.

8.2 **Indemnification by You**. You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "**Claim Against Us**"), and shall indemnify Us for any damages, legal fees and costs finally awarded against us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.

8.3 **Exclusive Remedy**. This Section 8 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

9. LIMITATION OF LIABILITY

9.1 **Limitation of Liability.** NEITHER PARTY'S CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 4 (FEES AND PAYMENT FOR SERVICES).

9.2 **Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

10. TERM AND TERMINATION

10.1 **Term of Agreement.** This Agreement commences on the date You accept it and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.

10.2 **Term of Purchased User Subscriptions.** User subscriptions purchased by You commence on the effective date of this Agreement and continue for 1 year. Additional user subscriptions will be prorated from the applicable order date through the remainder of the 1-year term. All user subscriptions shall automatically renew for additional one-year at the end of the then current term, unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless We have given You written notice of a pricing increase at least 60 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter. Any such pricing increase shall not exceed 7% of the pricing for the relevant Services in the immediately prior subscription term, unless the pricing in such prior term was designated in the relevant Order Form as promotional or one-time.

10.3 **Termination for Cause.** A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceedings relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.4 **Termination for Convenience**. Subscriber may terminate this Agreement without cause by giving sixty (60) days advance written notice to Us of its election to terminate this Agreement pursuant to this provision. In the event of such termination, Subscriber agrees to pay a SaaS Recovery Amount equivalent to 50% of the Subscription fees for the remainder of the initial term of the Agreement.

10.5 **Refund or Payment upon Termination.** Upon any termination for cause by You, We shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination.

Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

10.6 **Return of Your Data.** Upon request made by You within 30 days after termination of a Services subscription, We will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

10.7 **Surviving Provisions.** Section 4 (Fees and Payment for Services), 5 (Proprietary Rights), 6 (Confidentiality), 7.3 (Disclaimer), 8 (Mutual Indemnification), 9 (Limitation of Liability, 10.5 (Refund or Payment upon Termination), 10.6 (Return of Your Data), 10.7 (Surviving Provisions), 11 (Notices, Governing Law, Jurisdiction) and 12 (General Provisions) shall survive any termination or expiration of the Agreement.

11. NOTICES, GOVERNING LAW AND JURISDICTION

11.1 **Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii)the second business day after sending by confirmed facsimile, (iv) the first business day after sending by email (provided that email shall not be sufficient for notices of termination or an indemnifiable claim) Billing- related notices to You shall be addressed to the relevant billing contact designated by You. All other notices to You shall be addressed to the relevant Services system administrator designated by You.

11.2 **Dispute Resolution/Arbitration.** In the event of any dispute arising out of or relating to and/or in connection with this Agreement, the parties' project managers shall use every reasonable effort to resolve such dispute in good faith within 10 Business Days. If the project managers have failed to resolve the dispute within such time frame, then the dispute shall be escalated to the next escalation level. At each escalation level, the designated executives shall negotiate in good faith in an effort to resolve the dispute. For the purposes of this Agreement, a "**Business Day**" means a day other than a Saturday, Sunday, or statutory holiday in California.

Escalation Level	**eCivis Management Level**	**Subscriber Management Level**	**Period of Resolution Efforts**
First Level	Project Manager	Project Manager	10 Business Days
Second Level	Customer Success Director	Finance Department Manager	10 Business Days
Third Level	VP, Professional Services	Director of Finance or Treasurer	10 Business Days

If the above escalation periods have elapsed and there continues to be a dispute as to any matter herein, the matter in dispute shall be referred to arbitration by a single arbitrator.

(a) Except as provided above, or any other circumstance in which a party seeks an injunction or other equitable relief from the courts, Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Delaware before one arbitrator, including lawyers with 10 years of active practice in relevant information technology or intellectual property matters. The arbitration shall be administered by (i) JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures if You are U.S. based or if You are from outside the United States, in accordance with the JAMS International Arbitration Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator shall not award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages. The parties shall maintain the confidential nature of the arbitration proceeding and any award, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce.

(b) Notwithstanding the provision in Section 11.2(a) with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

(c) In the event of any action or proceeding (including arbitration) brought in connection with this Agreement, the prevailing party shall be entitled to recover its costs and reasonable legal fees arising from such action or proceeding.

11.3 **Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of Delaware and the federal laws of the United States of America without regard to the conflict of law provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Subject to Section 11.2 above, the parties attorn to the exclusive jurisdiction of the courts of Delaware in respect of this Agreement.

11.4 **Waiver of Jury Trial.** Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

12. GENERAL PROVISIONS

12.1 **Anti-Corruption.** You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

12.2 **Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

12.3 **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

12.4 **Export Compliance.** The Services, other technology We make available, and derivatives thereof may be subject to export laws and regulations of the United States, Canada and other jurisdictions. Each party represents that it is not named on any US or Canadian government denied-party list. You shall not permit Users to access or use Services in a US or Canada embargoed country or in violation of any US or Canadian export law or regulation.

12.5 **Waiver.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

12.6 **Severability**. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.7 **Legal Fees.** You shall pay on demand all of Our reasonable legal fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 4.2 (Invoicing and Payment).

12.8 **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.9 **Entire Agreement.** This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your

purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

12.10 **Cooperative Statement.** Other government organizations and educational or health care institutions may elect to participate in this Agreement (piggyback) at their discretion, provided We also agrees to do so.

12.11 **Authorized reseller status; Option to purchase affiliate products**. eCivis is a subsidiary of GTY Technology Holdings Inc. ("GTY") and an authorized reseller of products and services produced and provided by other subsidiaries of GTY (such subsidiaries, "eCivis Affiliates"). These products and services include software-as-a-service technology for the procurement and vendor supplier sourcing industry, digital services and payment technology through a software-as-a-service platform, software solutions for grants management and indirect cost reimbursement and related implementation and consulting services, software tools to streamline permitting and licensing services, and additional web-based budgeting preparation, performance, management and data visualization solutions ("Affiliate Products"). eCivis Affiliates include Bonfire Interactive Ltd., Bonfire Interactive US Ltd., Questica Ltd., CityBase, Inc., Open Counter Enterprise Inc. and Sherpa Government Solutions LLC. In addition to the products and services that are the subject of this Agreement, Subscriber has the option to purchase from either eCivis, as an authorized reseller, or eCivis Affiliates, Affiliate Products on terms and conditions, including pricing, to be agreed upon in writing by Subscriber and eCivis or Subscriber and the applicable eCivis Affiliate.

12.12 **Media Releases.** Neither party shall use the name, trademark or logo of the other party without the prior written consent of the other party. Notwithstanding the foregoing, We may use the Your name and identify You as a eCivis client in advertising, marketing materials, press releases and similar materials.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

City of Brownsville	**ECIVIS LTD.**
Per: _____	Per: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
I have authority to bind the organization	I have authority to bind the organization

"Approved as to Form and Legality
This 2nd day of June 2023
Title First Asst CA
Office of the Brownsville City Attorney"

APPENDIX A – Order Form

Pricing Notes:

- eCivis annual subscription is based on a 1 year term
- eCivis Annual fees
  - Year 1 is $17,500.00 (SaaS)
  - Total 1 Year contract is $17,500.00
- Pricing is not applicable in response to a formal RFP Process
- Above pricing in USD
- Applicable Taxes Extra
- **Terms of Payment**:
  - Software Subscription (including annual maintenance, support, and hosting services):
    - Due 100% upon Contract Effective Date (Net 30) and annually in advance for future years
  - Professional Services:
    - Due 100% upon Contract Effective Date (Net 30) or as per mutually agreeable payment milestones

Additional Professional Services are available upon request at eCivis's then current hourly rate, currently set at $225/hr.

APPENDIX B – Hosting, Maintenance and Technical Support Services

(A) **Hosting Services.** eCivis shall provide technical support and the associated hardware infrastructure to maintain the various eCivis databases in a hosted environment. This includes performance tuning, database

backups, disaster recovery availability, applying software upgrades and patches at the direction of the Subscriber, performing 24X7 server monitoring. Hosting Services do not include:

I. Testing customizations during an upgrade
II. Restoring a database backup required because of a Subscriber error
III. Migrating data or reports among instances (example: from training or testing to production)

eCivis may at its sole discretion, periodically make reasonable modifications or changes to the Hosting Services provided.

Subscriber is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the Software.

Technical support relating to the Hosting Services is available through eCivis's normal business hours, Monday through Friday, 8:00am through 8:00pm, Eastern Standard Time on Business Days. Extended coverage is available for an additional fee. eCivis will provide an initial response to all properly submitted support requests within two (2) business hours of initial submission.

(B) **Product Maintenance.** On an as-available basis, eCivis will provide enhancements, modifications or upgrades to the Software as eCivis may from time to time make available to its Subscribers generally ("**Updates**") but excluding any New Product (a "**New Product**" being a solution which, in eCivis's determination and subject to general industry standards, does not replace the Software licensed hereunder.) Updates do not include:

I. Platform extensions including product extensions to (i) different hardware platforms; (ii) different windowing system platforms; (iii) different operating system platforms
II. New applications
III. Services associated with the application or installation of Updates

If requested, eCivis will provide assistance in the testing of any site-specific customizations. eCivis will provide a quote for any required rework associated with customizations resulting from the upgrade.

(C) **Technical Support Services.** eCivis will provide phone and e-mail based technical support of a reasonable nature as described herein. A technical support incident or problem is a single user defined problem seeking resolution. It must be related to the original intent and design of the software. Technical Support Services include the support of eCivis supplied integrations that have not been modified by the Subscriber. Each Technical Support Service incident is deemed closed when a remedy, workaround, or recommendation for the installation of a current maintenance release has been offered, and a commercially reasonable effort has been made to restore operation to the original intent and design of the Software. Technical Support Service does not include:

I. Custom programming services;
II. On-site support;
III. Subscriber developed interfaces, API interactions, or customizations;
IV. Subscriber developed reports;
V. End-User training or re-training;
VI. Subscriber hardware or network issues;
VII. Correction of data issues derived from user error or Software misuse;
VIII. Changes to eCivis developed custom reports or Permitted Customizations (including eCivis supplied custom business rules or customized user screens) that are outside the scope of the accepted specification, scope of work, or authorized change requests;
IX. Corrections to eCivis developed custom reports or Permitted Customizations beyond six (6) months from the date of delivery (the upgrade protection period); and
X. Changes to integration functionality made necessary due to Subscriber server modifications/replacement, or changes by upgrades or changes to the integrated financial system software or hardware.

eCivis may at its sole discretion, periodically make reasonable modifications or changes to the Technical Support Services and/or Product Maintenance Services provided.

Subscriber is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the Software.

Technical Support Service is available through eCivis's normal business hours, Monday through Friday, 8:00am through 8:00pm, Eastern Standard Time on Business Days. Extended coverage is available for an additional fee.

APPENDIX C – Scope of Work (SOW)

APPENDIX D – Contract Exceptions

This Appendix D is reserved for agreed upon changes or exceptions to the Software Subscription Agreement. Changes in this Appendix D supersede and replace the identified language or section from the Software Subscription Agreement.

END OF SOFTWARE SUBSCRIPTION AGREEMENT DOCUMENT

eCivis - Grant Software

Grants and Community Development Department

July 11, 2023

eCivis

- eCivis is a software utilized to search for grant opportunities that are applicable to the needs of our City Departments and local partner organizations.
- eCivis has been instrumental in securing several grants as it provides our Grants Division with crucial information regarding each grant opportunity available.
- In addition, the software can create search criteria for any work plan elements/needs outlined by departments and/or partners.

Annual Fees: 3 Year Term

Year 1	$17,500.00
Year 2	$18,375.00
Year 3	$19,293.75
Total:	$55,168.75

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Doro Garcia, Public Works/Engineer Director
Date:	Tuesday, July 11, 2023
Agenda #:	Consideration and **ACTION** to approve a one-year term renewal of contract ELH-50- 0721 with Rio Grande Hauling, LLC. for excavation, loading, and hauling services that will extend from August 3, 2023 through August 2, 2024, as budgeted. (Engineering & Public Works Department)

Summary:

The City of Brownsville signed a contract agreement ELH-50-0721 on August 3, 2021, with Rio Grande Hauling, LLC for excavation, loading, and hauling services. The contract included a two-year term valid from August 3, 2021, through August 2, 2023, with two (2) one-year renewals.

Project Scope and Analysis:

Approval to initiate contract ELH-50-0721 for one additional year out of two possible renewal terms, with Rio Grande Hauling, LCC for the continuation of excavation, loading, and hauling services for the City of Brownsville. This one-year renewal term will extend from August 3, 2023, through August 2, 2024.

Funding:

Source: Various Accounts

Amount:

Local Contribution if Applicable:

Recommendation:

The City of Brownsville Engineering & Public Works Department recommends approval.

Commission Pillar:
Infrastructure

Attachments:
1. ELH-50-0721 Contract Renewal
2. Signed-Hauling Services ELH-50-0721
3. Rio Grande Hauling Service LLC PP slide

City of Brownsville
Purchasing & Contract Services Department

First Renewal to Contract for Excavation, Loading and Hauling Services - ELH-50-0721

This **FIRST AMENDMENT** ("Amendment") to the Contract for Excavation, Loading and Hauling Services - ELH-50-0721 ("Agreement") by and between The City of Brownsville ("City"), a Texas municipal corporation, and Rio Grande Hauling, LLC . ("Consultant"), is entered into after approval by City Commission and/or City Manager, and as to the last party to sign the Amendment as dated below (the "Effective Date"). City and Consultant are collectively referred to as the "Parties".

WHEREAS, the City and Consultant now desire to Renew the Agreement as stated herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, the parties hereby agree as follows:

The Contract Agreement is valid from August 3, 2021, through August 2, 2023. The Contract has an option for two (2) one-year terms.

- The First renewal was from August 3, 2023, through August 2, 2024.

These services shall be in accordance with the Agreement. Either Party May terminate this Agreement with not less than 30 days written notice.

Except as amended herein, the terms and conditions of the Agreement between City and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, City and Contractor have executed this First Amendment to the Agreement as of the date last written below.

Rio Grande Hauling, LLC	City of Brownsville, Texas
By: Fabian de la Garza	By: _____ Mayor, City of Brownsville
Date: 5/24/23	Date: _____

"Approved as to Form and Legality
This 2nd day of June 2023
Title First Asst CA
Office of the Brownsville City Attorney"

CITY OF BROWNSVILLE CONTRACT AGREEMENT FOR EXCAVATION, LOADING, AND HAULING SERVICES

ELH-50-0721

This Agreement is entered into as of Tuesday, August 3, 2021 between The City of Brownsville, Texas, collectively hereinafter referred to as ("CITY") and Rio Grande Hauling LLC hereinafter referred to as ("CONTRACTOR").

1. **Documents**
   a. The following documents (collectively, "Contract Documents") are hereby incorporated into and made part of this Agreement.

      i. Scope of Services, Conditions and Additional Services (Exhibit A)
      ii. Term of Agreement (Exhibit B)
      iii. Compensation, Fees and Commissions (Exhibit C)
      iv. Insurance (Exhibit D)

2. **Scope of Services**
   a. Contractor shall perform the Services under this agreement upon written request orders by CITY. Unless otherwise specified in a project request, Contractor and CITY agree that the scope of work is deemed to include preliminary considerations and prerequisites, and all tasks which are an integral and inseparable part of the work described in the Contract Documents or by separate written request.
   b. Contractor will perform such Services in a diligent and workmanlike manner consistent with industry standards.
   c. By signing this Agreement, Contractor represents that it has thoroughly reviewed the Contract Documents incorporated into this Agreement, including but not limited to "Exhibit A" Scope of services and that it accepts the description of the Work and the conditions under which the Work is to be performed and completed.

3. **Independent Contractor; Personnel**
   a. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All Services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor, or any of Contractor's employees, look to CITY as his/her employer, or as a partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to CITY's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance, as well as any and all licenses and permits usual or necessary for conducting the Services. Contractor shall be responsible for paying all applicable local, state and federal taxes.
   b. Contractor represents and warrants to CITY that its employees performing Work hereunder will have sufficient expertise, training, licensure (if applicable) and experience to accomplish the Services.

4. **Term of Agreement.**
   a. The initial contract period shall commence on the date of approval of this agreement by the Brownsville City Commission and shall end or be extended upon the terms specified in Contract Documents "Exhibit B". The term or any continuation of this Agreement shall be subject to both the appropriation and the availability of funds by CITY.

5. Compensation

a. Contractor agrees that compensation for services shall be as specified in the Contract Documents "Exhibit C". It is acknowledged and agreed by Contractor that compensation as enumerated in Exhibit C constitutes a limitation upon CITY's obligation to compensate Contractor for Contractor's services pursuant and related to this Agreement but it does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

b. Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided. Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the CITY's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.

6. Insurance

a. The Contractor shall furnish proof of insurance requirements as specified in Contract Documents "Exhibit D". The coverage is to remain in force at all times during the contract period and the minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Brownsville, Texas, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

b. The CITY shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

c. The Contractor's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Texas, subject to approval by the City of Brownsville Department of Safety and Risk Management. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

7. Termination

a. *Termination for Cause.* The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. CITY may also terminate this Agreement upon such notice as the City of Brownsville's City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to CITY's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

b. *Termination for Convenience.* CITY reserves the right, in its best interest as determined by the City of Brownsville's City Manager, to cancel this contract for convenience by giving written notice to

d. *Assignment.* Contractor shall not assign any of Contractor's rights under this Agreement, or delegate the performance of any of Contractor's duties hereunder, without the prior consent of CITY.

e. *Modification or Amendment.* No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

f. *Venue.* This Agreement and any and all matters arising directly or indirectly herefrom shall be governed by and construed and enforced in accordance with the Laws of the State of Texas, in the Federal and State Courts of Cameron County, Texas having jurisdiction. (b) If at any time there is a dispute between or among the Parties with respect to any matter arising directly or indirectly from this Agreement (an "Agreement Matter"), the Parties agree that, prior to seeking judicial remedy, they will engage in face-to-face negotiations in an attempt to resolve such dispute and shall, upon failing to negotiate a mutually-satisfactory resolution, choose a mutually agreeable neutral third party to mediate such dispute. Mediation shall be non-binding and shall be confidential.

g. *Notices.* Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to Contractor:	Rio Grande Hauling LLC 6800 FM 1732 Olmito, TX 78575
If to CITY:	City of Brownsville 1001 E. Elizabeth St. Brownsville, Texas, 78521

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

h. *Entire Understanding.* This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

i. *Unenforceability of Provisions.* If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

CITY OF BROWNSVILLE

Signature: _____

Print Name: Trey Mendez

Title: Mayor

Date: 08/03/2021

CONTRACTOR

Signature: Fabian de la Garza

Print Name: ~~Fabian de la Garza~~

Title: Managing Partner

Date: 7/21/21

Approved as to legality and form
this 30th day of July, 2021.
Name: Victor A. Flores
Title: Asst. City Attorney
Office of the City Attorney
1001 E. Elizabeth Street
Brownsville, TX 78520
Phone (956) 548-6011
Fax (956) 546-4291

the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to CITY's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are hereby acknowledged by Contractor, for CITY's right to terminate this Agreement for convenience.

c. *Cancellation for Non-appropriated Funds.* CITY reserves the right, in its best interest as determined by the City of Brownsville's City Manager, to cancel this contract for non-appropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of CITY for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

d. *Force Majeure.* CITY and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

   i. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
   ii. The excuse of performance is of no greater scope and of no longer duration than is reasonably necessary when considered in light of the Force Majeure;
   iii. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
   iv. The non-performing party uses its best efforts to remedy its inability to perform.
   v. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of sixty (60) days, provided that in extenuating circumstances, CITY may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

8. Materiality and Waiver of Breach.

a. CITY and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof. CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement

9. Miscellaneous Provisions.

a. *Successors and Assigns.* All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

b. *Choice of Law.* The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

c. *No Waiver of Governmental Immunity.* NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.

Exhibit A-1 Technical Specifications, Scope of Work, & Term

If at any time the materials or services provided by this contractor fail to meet the specifications as included herein, which could be determined by a Testing Laboratory of the City of Brownsville, Public Works Department, either through its own facilities or testing services procured by it, successful bidder shall be in breach of contract.

Failure to timely deliver required items under this contract shall not be excusable by reason of deficiencies in the Contractor's fleet. Should the Contractor fail to meet such schedule of delivery, the City shall have the option to cancel this contract or procure the items elsewhere.

The City of Brownsville by receipt of bid proposals and/or execution of a contract with the successful bidder does not guarantee any minimum purchase of the items bid upon even with a Purchase Order for a given volume or set of services. **The City will only be invoiced and accountable for the amount of materials or services used.** However, the past consumption of soil materials would expect that the contractor have a minimum of 80,000 cubic yards of cover materials available annually and a minimum of 90,000 cubic yards of construction soils available annually.

The quantity of soils to be used for construction purposes will be surveyed by the City's contracted professional registered land surveyor. Quantities may also be calculated by the City's Quality Assurance contractors (State registered engineers who are provided the final surveys from a registered surveyor). The survey will be based on whatever specification is necessary to satisfy TCEQ permitting requirements for the project. For example, it may be necessary to use grid points or stations every 10,000 square feet. **These volumes are calculated after the construction project is complete.** Surveyed quantities are the preferred method of calculating payment. Counting loads is only to be used if it is not practical for the City to use surveys. If load counts are to be used by the contractor each full load (of a known volume) will be documented by the contractor with a trip ticket which will be numbered, dated and signed by a City representative.

Delivery/Pick Up/Trucking- Delivery of soils or services shall be the morning of the next day after receipt of order (A.R.O.).

- Delivery Option I: All soils will be F.O.B. the final destination including any and all delivery charges.
- City Pick Up Option 2: City pick up with City equipment only (including excavation equipment) at the supplier's yard or barrow, which must have an accessible and permissible haul road route from the Landfill to the stockyard or barrow for heavy off road equipment. This must be within 1.5 miles of the Landfill.
- City Pick Up Option 3: City pick up at the supplier's yard or barrow and the supplier must load City trucks or equipment. There must be an accessible and permissible haul road route from the Landfill to the yard or barrow for heavy off road equipment. This must be within 1.5 miles of the landfill.

- Hauling Option 4: During construction events the City may use soils and require trucking/hauling from sources (a) within the Landfill boundaries, which is a one way haul of less than 1 mile or (b) from neighboring land, which is a one way haul of less than 1.5 miles "***offsite***" *(Property located outside the permitted permanent boundary line of the landfill)* of the landfill. This soil will need to be transported and placed or stored within the boundaries of the Landfill. The City or their authorized representative may excavate and load the soils or the contractor may be required to excavate and load the soils to be transported. The successful contractor should be able to move as much as 2,500 cubic yards daily during construction events.
- Hauling Option 5: During construction events the City may use soils and require trucking/hauling from sources located throughout the community. This soil will need to be transported and placed or stored within the boundaries of the Landfill. The City or their authorized representative may excavate and load the soils or the contractor may be required to excavate and load the soils to be transported. The successful contractor should be able to move as much as 2,500 cubic yards daily during construction events.
- Hauling Option 6: Prices may be used for other projects throughout the city for hauling, loading and excavation if the conditions of said projects are equal to or better than the conditions at the landfill. To perform work at locations other than the landfill must be equally agreed to by the contractor and the City on a case by case basis. Either the City or the contractor may decline or agree to use this contract for *non-landfill* projects at any time. The City will have the right to seek the services of alternate vendors under the conditions that the contractor is not able to perform non-landfill projects. Contractor shall have more than one yard or barrow which must have an accessible and permissible haul road route to designated job site(s).

The Brownsville Landfill is located at 9000 FM 802, Brownsville, Texas.

TECHNICAL AND PERFORMANCE SPECIFICATIONS

Construction clay and sand must meet the specifications provided in the MSW Permit # 01273-A SLQCP. This is approved by TCEQ.

Clay to be used for cell construction purposes will have a coefficient of permeability of 1x10(exp-7) cm/sec or less with a Liquid Limit of not less than 30 and a Plasticity index (PI) of not less than 15. The percent soil fines passing the No. 200 mesh sieve will be at least 30%.

Sand to be used for construction purposes will have a minimum hydraulic conductivity of 1.7x10(exp-3) cm/sec.

Daily cover material must be clean earthen material. It may not have any vegetative or other contamination. It may not contain rocks, and may not be recycled from another use. It must have some clay type properties which will not allow the material to blow away in the wind.

Test Requirements - the Contractor shall submit, with his bid, test reports from a City approved testing laboratory, providing the proposed materials compliance and adequacy.

Test reports shall be performed prior to bid opening.

It shall be the Contractor's responsibility to provide and pay for the testing as stated herein.

The contractor must have a stock pile of materials and will submit his estimated quantities.

Measurement for pay purposes will be:

- Materials used for construction purposes (clay and sand).

  Materials used for cell construction will be paid by surveying and calculating the placed quantities. This will be performed by a registered land surveyor at the City Landfill. The City will pay for the survey.

- Materials used for non-construction purposes. For City pick up or delivery.

  Materials used for daily cover or non-construction purposes will be calculated for payment quarterly by a registered land surveyor at the contractor's barrow area. However, in areas where this is not practical, load counts will be accepted. The City will keep track of load counts hauled with City equipment with known capacities. The contractor will submit trip tickets for loads hauled by the contractor; each trip ticket must be dated, numbered and signed by a City representative.

This soils component of this contract will be awarded on the basis of the lowest price per cubic yard for City pick up. If a contract cannot be awarded based on the City pick up option then the contract may be awarded based on price per cubic yard delivered.

The hauling/trucking portion of this contract listed may be awarded separately to the lowest responsible bidder. If for any reason the lowest bidder cannot perform to the needs of the City then the next lowest responsible bidder may be used.

CALL LIST CONTRACT AWARD

It is the intent of this solicitation to procure a term contract that shall be awarded to a maximum of three (3) general suppliers.

The call list shall operate at the discretion of The City of Brownsville. Depending on the type of work and schedule, the call list shall be used to find the necessary materials in a specified time and quantity. If one vendor does not meet the needs of the city, the next vendor shall be called on the list.

In the event that all 3 contractors renege on the City issued Purchase Order, then the contract shall be rescinded, and the City will re-bid a new term contract. The 3 contractors under the rescinded contract shall be ineligible to bid on the subsequent solicitation.

Term of Contract.

This Solicitation is for a two(2) year contract agreement with the option to renew the term of this contract annually for two (2) one-year terms each, subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City. All costs, terms and conditions shall remain firm for the initial period of the contract and for any renewal period. Under this contract, any other City of Brownsville department shall have the right and option to **"Piggy-Back"** on contract to purchase limestone materials

EXHIBIT "B"

This Solicitation is for a two (2) year contract agreement with the option to renew the term of this contract annually for two (2) one-year terms each.

EXHIBIT "C"

INVITATION FOR BIDS FOR: EXCAVATION, LOADING, AND HAULING SERVICES

BID #ELH-50-0721 **Monday, June 21, 2021 @ 3:00 P.M CT**

Exhibit A-2 Bid Form

Clay, Sand or cover soils F.O.B. delivered as per **Item 3.0.1** for the unit price of:	
A. Per cubic yard for Clay	$ 10 00
B. Per cubic yard for Sand	$ 11 00
C. Per cubic yard for Cover Soils	$ 10 00
Clay, F.O.B. City Stockyard as per revised **Item 3.0.2** for the unit price of price of:	
A. Per cubic yard of Clay, Contractor excavates "loads and hauls" from City's yard or borrow to Landfill. Approximately 3 miles roundtrip (within landfill – city property)	$ 8 00
Trucking or Hauling soils as per **Item 3.0.4** for the unit price of:	
A. Per cubic yard, City excavates *"and loads"* on Contractor's trucks at Landfill site < 1 mile haul one-way.	$ 4 00

Participant's Initials FD

B. Per cubic yard, Contractor excavates *"and loads"* on Contractor's trucks at Landfill site < 1 mile haul one-way.	$ 8.00
C. Per cubic yard, City excavates *"and loads"* on Contractor's trucks at neighboring land, < 1.5 mile haul one-way.	$ 4.25
D. Per cubic yard, Contractor excavates *"and loads"* on Contractor's trucks at neighboring land < 1.5 mile haul one way.	$ 8.25
Trucking or Hauling soils as per Item 3.0.5 for the unit price of:	
A. Per cubic yard, City excavates and loads on *"Contractor's"* trucks 0-2.5 miles radius of job site to designated storage/disposal site.	$ 5.00
B. Per cubic yard Contractor excavates and loads on *"Contractor's"* trucks 0-2.5 miles radius of job site to designated storage/disposal site.	$ 9.00

C. Per cubic yard City excavates and loads on Contractor's trucks > 2.5 up to 5 miles radius of job site to designated storage/disposal site.	$ 5.50
D. Per cubic yard Contractor excavates and loads on *"Contractor's"* trucks > 2.5 up to 5 miles radius of job site to designated storage/disposal site.	$ 9.50
E. Per cubic yard City excavates and loads on Contractor's trucks > 5 up to 10 miles radius of job site to designated storage/disposal site.	$ 7.00
F. Per cubic yard Contractor excavates and loads on *"Contractor's"* trucks > 5 up to 10 miles radius of job site to designated storage/disposal site.	$ 11.00
G. Per cubic yard City excavates and loads on Contractor's trucks > 10 up to 15 miles radius of job site to designated storage/disposal site.	$ 9.00

H. Per cubic yard Contractor excavates and loads on *"Contractor's"* trucks > 10 up to 15 miles radius of job site to designated storage/disposal site.	$ 13.00
I. Per cubic yard City excavates and loads on Contractors trucks >15 up to 20 miles radius of job site to designated storage/disposal site.	$ 12.00
J. Per cubic yard Contractor excavates and loads on City trucks >15 up to 20 miles radius of job site to designated storage/disposal site.	$ 7.25
K. Per cubic yard Contractor excavates and loads on Contractors trucks >15 up to 20 miles radius of job site to designated storage/disposal site.	$ 17.00
City will provide trucks; Contractor will excavate and load on City trucks at Contractors yard/barrow.	
Clay (Cover) • Estimated usage: 200-500 Cu. Yds/ Annually per cubic yard (to include excavation and loading of material)	$ 7.00

River Sand • Estimated usage: 200 Cu. Yds/Annually • 3,000 Cu. Yds/emergency disaster/hurricane per cubic yard (to include excavation and loading of material)	$ 8.66

Participant's Initials _____

EXHIBIT "C"

EXHIBIT "D"

INSURANCE

Contractor shall obtain and maintain insurance coverage as agreed in paragraph 7 of the City of Brownsville Contract Agreement and ensure that coverage with the parameters contained herein remains in full force at all times during the contract period as follows:

1. **Workers' Compensation and Employers' Liability Insurance**

   Minimum Limits Consistent with Texas Worker's Compensation Act (Section 401):

   1. $100,000 bodily injury each accident
   2. $500,000 bodily injury by disease policy limit
   3. $100,000 Bodily injury by disease each employee

   Any firm performing work for or on behalf of the City of Brownsville must provide Workers' Compensation insurance.

2. **Commercial General Liability Insurance**

   Covering premises-operations, products-completed operations, independent contractors and contractual liability, with a combined single limit bodily injury/property damage of $1,000,000. This coverage must include, but not be limited to:

   1. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
   2. Coverage for Premises/Operations
   3. Products/Completed Operations
   4. Broad Form Contractual Liability
   5. Independent Contractors

3. **Automobile Liability Insurance**

   Covering all owned, hired and non-owned automobile equipment with the following Limits:

   1. Bodily injury
      $250,000 each person,
      $500,000 each occurrence
   2. Property damage
      $100,000 each occurrence

Consideration and ACTION to approve a one-year term renewal of contract ELH-50- 0721 with Rio Grande Hauling, LLC. for excavation, loading, and hauling services that will extend from August 3, 2023 - August 2, 2024.



- Contract ELH-50-0721 was first signed on August 3, 2021
- This is the first renewal out of two

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Stephen Eliseo Muse, Accountant III
Date:	Tuesday, July 11, 2023
Agenda #:	Consideration and **ACTION** to approve a professional services contract for an Interim Assistant Director role for up to six months for $60,000 plus travel reimbursements. (Airport Department)

Summary:
Currently Michael A. Giardino is providing Interim Assistant Director professional services for $30,000 plus travel reimbursements, under a contract that expires July 11, 2023. The Airport Department is requesting authorization to contract his professional services for another six months, up to $60,000, plus travel reimbursements. This is temporary support services while a new Assistant Director is being recruited.

Project Scope and Analysis:
Interim Assistant Director Professional Services include: Managing Airport Operations, Interdepartmental Coordination, Regulation Compliance, and Grant Funding Planning.

Funding:

Source: Airport Operating Funds (61-540-765)

Amount: 60,000

Local Contribution if Applicable: N/A

Recommendation:
Airport recommends that the City Commission approve this item.

Commission Pillar:
Governance

Attachments:
1. Interim Asst. Director PPT

2. Interim Asst Director - 6 Month Contract_OCA Signed
3. Procurement Analysis

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Gennie Garcia, Assistant Director
Date:	Tuesday, July 11, 2023
Agenda #:	Consideration and **ACTION** to authorize the purchase of Aboveground Storage Tanks (AST) for fuel storage, Equipment and Software from Separation Systems Consultants, Inc. (SSCI) under the TIPS Contract 23010402 for $462,843.86 as budgeted. (Multimodal Transportation Department)

Summary:
The Multimodal Transportation/Brownsville Metro team is finalizing the contract award phase for the B-Metro Colunga Bus Maintenance Yard Rehab Project and anticipates beginning construction in August 2023. Since the AST tank system and peripheral equipment has an estimated manufacturing and delivery time of about 18 weeks, the department is anticipating purchasing the equipment through the buyboard to expedite the order.

Project Scope and Analysis:
The equipment to be provided consists of (2) 12,000-gallon Fireguard aboveground storage tanks (AST), (1) 6,000-gallon Fireguard aboveground storage tank, (1) 500-gallon Diesel Exaust Fluid (DEF) tank, a FuelMaster 2500 Plus Fuel Management system, and associated equipment. The AST tanks will replace aging underground storage tank (UST) equipment and improve the fueling capabilities of the B-Metro Jose Colunga Jr. Maintenance yard.

Funding:

Source: FTA TIGER Grant 65-8118-9448-04

Amount: $ 462,843.86

Local Contribution if Applicable:

Recommendation:
Staff recommends approval.

Commission Pillar:
Quality of Life

Attachments:

1. 57197 Brownsville Fuel System Equipment Supply Proposal
2. City of Brownsville 2x 12K, 1x 6K, AIO DEF, FuelMaster FMS
3. FuelMaster Product Sheet-FMU 2500 Series
4. PPT AST tanks 06 28 2023
5. Cooperative Coversheet Agreement Separation Systems Consultants
6. FSP-97-0623 - Procurement Analysis

Environmental, Construction and Engineering Services

June 2, 2023

City of Brownsville
700 Jose Colunga Street
Brownsville, Texas 78521

Attn: Ms. Cynthia Castillo
Phone: (956) 410-8949
E-mail: cynthia.castillo@brownsvilletx.gov

RE: Fuel System Equipment Supply Proposal
City of Brownsville
700 Jose Colunga Street
Brownsville, Texas 78521
SSCI's Project No. 57197

TIPS Contract 23010402
Texas HUB and WOSB

Ms. Castillo,

Separation Systems Consultants, Inc. (SSCI) respectfully submits this proposal to the City of Brownsville (the Client) to supply fuel system equipment to the property located at 700 Jose Colunga Street in Brownsville, Texas 78521 (the Site). SSCI understands that the Client has been in communication with Envirosafe Tanks to confirm the specifications of the equipment to be provided; SSCI will be working with Envirosafe Tanks to provide the services described within this proposal. The equipment will be supplied by SSCI, a Texas HUB and certified Woman Owned Small Business (WOSB) firm, under The Interlocal Purchasing System (TIPS) contract 23010402.

It is SSCI's understanding that the equipment to be provided includes two (2) 12,000-gallon Fireguard aboveground storage tank (AST) systems, one (1) 6,000-gallon Fireguard AST system, a FuelMaster 2500 Plus fuel management system, and associated equipment. A breakdown of the equipment to be provided is attached to this proposal. Please note that this proposal does not include installation of the equipment; SSCI is a licensed fuel system contractor by the Texas Commission on Environmental Quality (TCEQ) and can provide a proposal for system installation upon request.

Scope of Work

Under this proposal, SSCI will provide the fuel system equipment outlined in the document attached. The Client will be responsible for all delivery and offloading fees associated with the equipment. SSCI will issue drawings and material lists to the Client for review and approval prior to beginning manufacturing of the equipment. Once approval of the drawings is received, as well as the down payment for the equipment, construction will proceed. Please note that SSCI is not responsible for identifying or adhering to local rules and regulations related to the installation and

Separation Systems Consultants, Inc.
17041 El Camino Real, Suite 200
Houston, Texas 77058
Phone: 281-486-1943
Email: dehodges@sscienvironmental.com

use of the fuel systems; the Client is responsible for compliance with all State, Federal, and local laws and regulations.

Assumptions and Exclusions

The following assumptions and exclusions apply to this proposal:

- The Client is responsible for all delivery, offloading, and installation of the equipment.
- No design, engineering, or permitting is included in this proposal. This proposal is strictly for the manufacturing of equipment specified by the Client to Envirosafe Tanks; SSCI's team is not responsible for verifying compliance with Local, State, or Federal regulations.
- Due to fluctuations in the market, SSCI can only guarantee pricing for one (1) day. Once ordered, SSCI will notify the Client if material prices have changed; if changes are noted, the Client is responsible for payment of any additional costs.
- SSCI assumes all material and equipment provided is tax exempt; if taxes are applied to any portion of the scope of work, additional fees will apply.
- If deviations are made to the system layout or equipment once manufacturing has begun, additional fees will apply for the modifications.
- The Client is responsible for developing a Spill Prevention, Control, and Countermeasure (SPCC) Plan for the Site in order to comply with TCEQ regulations. If requested, SSCI can provide a proposal to develop an SPCC Plan for the Site.
- If any deviations to the proposed system are made, additional fees will apply.
- The additional terms and conditions on the attached document apply to this proposal.
- No retainage or bonding is included in this contract; if retainage or bonding is required, additional fees will apply.
- All equipment will be ordered from Envirosafe Tanks. If changes to costs occur, SSCI is not responsible for the deviation and all costs will be passed to the Client.
- SSCI is not responsible for material availability. If Envirosafe Tanks cannot provide equipment as requested by the Client, SSCI will not be liable for finding an alternative.

Cost

SSCI will provide the equipment defined in the attached document for an estimated fee of $462,843.86; a breakdown of the estimated cost is provided in the attached document. Please note that this price does not include freight, taxes, or delivery; all additional expenses are the responsibility of the Client. Upon authorization, SSCI will invoice 50% of the total cost; manufacturing of the equipment will not begin until SSCI receives the 50% down payment. Within fifteen (15) days of manufacturing completion and prior to shipping equipment, the Client will be responsible for paying the final 50% of the equipment cost; the equipment will not be

shipped until SSCI has received the final 50% payment. Please note that an 18% interest charge will be incurred by the Client if payment of the final invoice is not received with thirty (30) days of manufacturing completion notification. If, after 180 days, the equipment has not been shipped, a $60/day storage fee will be charged to the Client.

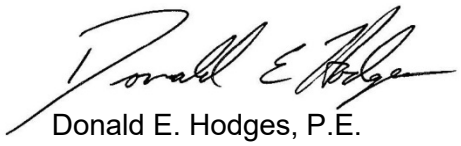
If installation is requested, SSCI can provide a proposal for those services; the Client is responsible for providing 60% of the installation fee prior to mobilization. Please note that SSCI is a licensed fuel system installer and has installed multiple AST fuel systems throughout Texas. References are available upon request.

Schedule

Upon authorization to proceed and receipt of the 50% down payment, SSCI's team will begin the fuel system drawings for approval by the Client; the drawing development will take approximately two (2) weeks. Once the Client has approved the drawings, manufacturing of the equipment will begin. The estimated lead time for manufacturing of the equipment is sixteen (16) weeks. If any deviations to this schedule are encountered, SSCI will notify the Client.

SSCI appreciates the opportunity to submit this proposal. Should you have any questions, please contact me at (281) 486-1943 or by e-mail.

Sincerely,
Separation Systems Consultants, Inc.



Donald E. Hodges, P.E.
Director of Engineering

Due to unpredictable fluctuations in material costs, SSCI's proposal is valid for one (1) day.

Quote

Separation Systems Consultants, Inc.
17041 El Camino Real, Suite 200
Houston, Texas
USA, 77058
Phone : 281-486-1943

Quote No.	57197
Date :	06/02/2023
Contact :	Cynthia Castillo Phone : 956-410-8949

Bill To	***BROWNSVILLE***
City of Brownsville 700 José Colunga Street Brownsville, TX USA, 78521	

Ship To	***BROWNSVILLE***
City of Brownsville 700 José Colunga Street Brownsville, TX USA, 78521	

Expiration Date	Price Request	Terms	Carrier	FOB
06/03/2023		50% Deposit to Start Fabrication, balance due upon completion.	Not Applicable	

Sales Rep	Currency	Lead Time (Weeks)	Tax Group
Donald Hodges	USD	16	Tax Exempt

No.	Qty	Item	Description	Disc. %	Amount
1	1.000	COMMERCIAL	Commercial 1 12,000 Gallon Fireguard Tank Mounted on Saddles (Diesel Use) 2 8" 8 Oz Emergency Vent Male w/O-ring 1 Monitoring Well w/ 2" Cap 1 3" Stack Vent (12' above grade) w/ 3" Updraft Vent 1 Morrison Bros. High Level Shut-off Valve with test mechanism & 3" Ground Level Fill (Vertical Check Valve, Ball Valve, Fill Pipe w/ Diffuser, Fill Adapter, & Dust Cap) 1 2" 918 Clock Gauge w/ Alarm & Standard Float for Accurate Fuel Level Reading 1 Ladder with Safety Shield 2 Total Control 682-15 Piston Meter with 10:1 Pulser 1 UL Listed Lockable Dispensing Box Welded on Tank 3'6"x4'2"x6'6", Cross Broken for Easy Drainage, 2" Vent, 2" Mushroom Cap, & 1/2" Ball Valve 2 FE Petro 3/4 Hp. Pump Assy w/Anti-Syphon Valve & Ball Valve 2 1" Hannay Hose Reel with 25' 1" Hose, Ball Stop, 1" Nozzle, Breakaway and Swivel 2 Electric Packages for Pumps and Switches 1 Envirolastic 940 DTM Polyaspartic Urethane for High Performance Finish 1 Tank Decal Kit 1 Interstitial Leak Gauge 1 ROM Door (Roll Up) 3'x6' 2 Cim-Tek 1.5" Filter Adapter and 1" Filter 1 24" Manway for easy inner tank accessibility 1 UL 2085 Labeled & Listed 1 STEEL THICKNESS 1/4" SHELLS & 5/16" HEADS 1 Touch-up Paint 1 Owner's Manual **Shells to be Joggled and Sub-Arch Welded. Fill/Dispense Box Must Be Welded to the Tank Head. System to be Plug-and-Play, All Equipment Installed by Manufacturer**	0%	$155,461.68
2	1.000	COMMERCIAL	Commercial 1 12,000 Gallon Fireguard Tank Mounted on Saddles 2 8" 8 Oz Emergency Vent Male w/O-ring 1 Monitoring Well w/ 2" Cap 1 3" Stack Vent (12' above grade) w/ 3" Updraft Vent 1 Morrison Bros. High Level Shut-off Valve with test mechanism & 3" Ground Level Fill (Vertical Check Valve, Ball Valve, Fill Pipe w/ Diffuser, Fill Adapter, & Dust Cap) 1 2" 918 Clock Gauge w/ Alarm & Standard Float for Accurate Fuel Level Reading 1 Ladder with Safety Shield 2 Total Control 682-15 Piston Meter with 10:1 Pulser 1 UL Listed Lockable Dispensing Box Welded on Tank 3'6"x4'2"x6'6", Cross Broken for Easy Drainage, 2" Vent, 2" Mushroom Cap, & 1/2" Ball Valve 2 FE Petro 3/4 Hp. Pump Assy w/Anti-Syphon Valve & Ball Valve 2 1" Hannay Hose Reel with 25' 1" Hose, Ball Stop, 1" Nozzle, Breakaway and Swivel 2 Electric Packages for Pumps and Switches 1 Envirolastic 940 DTM Polyaspartic Urethane for High Performance Finish 1 Tank Decal Kit 1 Interstitial Leak Gauge 1 ROM Door (Roll Up) 3'x6' 2 Cim-Tek 1.5" Filter Adapter and 1" Filter 1 24" Manway for easy inner tank accessibility 1 UL 2085 Labeled & Listed 1 STEEL THICKNESS 1/4" SHELL & 5/16" HEAD 1 Touch-up Paint	0%	$155,461.68

			1 Owner's Manual **Shells to be Joggled and Sub-Arch Welded. Fill/Dispense Box Must Be Welded to the Tank Head. System to be Plug-and-Play, All Equipment Installed by Manufacturer**		
3	1.000	COMMERCIAL	Commercial 1 6,000 Gallon Fireguard Tank Mounted on Saddles 2 8" 8 Oz Emergency Vent Male w/O-ring 1 Monitoring Well w/ 2" Cap 1 3" Stack Vent (12' above grade) w/ 3" Pressure Vacuum Vent 1 Morrison Bros. High Level Shut-off Valve with test mechanism & 3" Ground Level Fill (Vertical Check Valve, Ball Valve, Fill Pipe w/ Diffuser, Fill Adapter, & Dust Cap) 1 3" Vapor Recovery System (Stage 1) 1 2" 918 Clock Gauge w/ Alarm & Standard Float for Accurate Fuel Level Reading 1 Ladder with Safety Shield 2 Total Control 682-15 Piston Meter with 10:1 Pulser 1 UL Listed Lockable Dispensing Box Welded on Tank 3'6"x4'2"x6'6", Cross Broken for Easy Drainage, 2" Vent, 2" Mushroom Cap, & 1/2" Ball Valve 2 FE Petro 3/4 Hp. Pump Assy w/Anti-Syphon Valve & Ball Valve 2 3/4" Hannay Hose Reel with 25' X 3/4" Hose, Ball Stop, 3/4" Nozzle, Breakaway and Swivel 2 Electric Packages for Pumps and Switches 1 Envirolastic 940 DTM Polyaspartic Urethane for High Performance Finish 1 Tank Decal Kit 1 Interstitial Leak Gauge 1 ROM Door (Roll Up) 3'x6' 2 Cim-Tek 1.5" Filter Adapter and 1" Filter 1 24" Manway for easy inner tank accessibility 1 UL 2085 Labeled & Listed 1 STEEL THICKNESS 1/4" SHELL & 5/16" HEADS 1 Touch-up Paint 1 Owner's Manual **Shells to be Joggled and Sub-Arch Welded. Fill/Dispense Box Must Be Welded to the Tank Head. System to be Plug-and-Play, All Equipment Installed by Manufacturer**	0%	$127,124.17
4	1.000	P-USAION-500	Northern Heated, insulated 48" X 79" **Shipped and Installed by Others**	0%	$10,824.38
5	1.000	P-US253400030	Meter change to include a pulser for the DEF system. **Shipped and Installed to USAION-500**	0%	$632.50
6	1.000	P-FMU-2500PLUSG	FuelManagement System FuelMaster FMU 2500 Plus Prokee Master Unit Gray **Shipped and Installed by Others**	0%	$8,711.39
7	1.000	P-227838A	Fuelmaster Plus Windows Software (Both SQL Server & Access) **Shipped and Installed by Others**	0%	$2,717.45
8	6.000	P-199001	Controller Hose 50 amp **Shipped and Installed by Others**	0%	$1,035.00
9	1.000	P-FM PKEY ENCODER	Encoder 941D0120 Prokee USB **Shipped and Installed by Others**	0%	$726.57
10	20.000	P-172405RD	Prokee Red (RD)	0%	$149.04

Subtotal: $462,843.86

USD

QUOTATION TERMS AND CONDITIONS:

The above quote has been issued to the City of Brownsville (the Customer) by Separation Systems Consultants, Inc. (SSCI) for the purchase of and manufacture/fabrication of an above-ground fuel system (“Product” herein).

All custom Quotes are budgetary only and pricing can not be finalized until all parts and materials for the finished product have been purchased and vendor invoices have been received. No items will be purchased until the CAD drawings are completed, meet the customer’s specifications, and the approved signed copy has been returned to SSCI and Envirosafe Tanks.

Change orders during the production process, parts or materials cost and actual labor cost will also

subject the Customer to an increased charge.
SSCI will estimate a time within which manufacture/fabrication may be completed, but the nature of the Product will not enable SSCI to define a specific date.
The quote is based upon information available at the time it is prepared and is limited to items discussed and detailed during the quotation process. SSCI is not liable in any way for the system or tank's intended use.
These Terms and Conditions are expressly made part of the Manufacturing Sales Agreement.
1. Quotes are valid for 24 hours after issuance by SSCI.
2. Drawings and Materials Lists:
A. Cost:
i. Bare Tanks: $350.00
ii. Custom systems: $575.00
iii. Aviation systems: $1,380.00
B. Timeframe: The scheduled time for issuance of approval drawings and revisions is dependent upon the engineering backlog at the time of the quote and order. The estimated wait time for submission is two weeks depending on the complexity of the project.
C. Drawing charges are not refundable.
D. SSCI is only responsible for the customer's local rules and regulations when SSCI is coordinating the installation, which is not included. CUSTOMER EXPRESSLY ASSUMES RESPONSIBILITY FOR IDENTIFICATION OF AND FOLLOWING CUSTOMER'S LOCAL RULES AND REGULATIONS FOR THE INSTALLATION AND USE OF THE PRODUCT.
3. NOT INCLUDED IN QUOTE: The following are not included in any quote for the manufacture of any product included in this proposal:
A. Local, State, or Federal Sales Tax.
B. Local, State, or Federal Permitting of any sort, unless SSCI has been hired as an installation contractor; this proposal does not include installation. If contracted for installation, SSCI would invoice the professional costs of permitting with a 15% markup on the outside costs on the final invoice.
C. Delivery (a delivery estimate may be given with your quote upon request, but is subject to change at any time for any reason).
D. Installation, unless specifically listed (Installation is a separate service which is in addition to the pricing being provided under this proposal).
E. Spare parts (unless requested and specified in the above quotation).
F. Unless specifically listed on the design drawing, bill of materials, and quote: valves, controls, piping, or other attachments are not included and must be supplied by the Customer and installed by the Customer or a third party.
4. REQUIRED PAYMENT SCHEDULE:
A. Some or all materials will be ordered once the deposit is received to prevent material cost increases.
B. Before the system design, a 50% deposit is required to commence the manufacturing of your Product.
C. The remaining balance of the final sale price will be required within 15 days of the completion of the manufacturing process, before delivery and on Site installation (if included).
D. If SSCI is performing product Installation, Sixty Percent (60%) of the Installation fee must be prepaid before on-site delivery is commenced.
E. The product will not leave the manufacturing location until SSCI has received the signed Manufacturing, Installations, & Sales Agreement, the remaining balance is paid in full, and 60% of installation charges are paid in full (if included).

F. Fees may apply if changes are made after approval to start manufacture/fabrication.
G. Purchased items not requiring manufacture, i.e., stock tanks, pre-owned tanks, parts, and equipment, must be invoiced and paid in full before delivery.
5. OTHER TERMS AND CONDITIONS:
A. Materials used in the construction of the Product may be domestic, foreign, or a combination of the two. Specific country of origin requests may increase your cost.
B. All freight is FOB Bushnell, Florida at the manufacturing facility of Memco, Inc. (Envirosafe Tanks) unless otherwise specified.
C. A freight estimate may be given. If so, the original freight estimate and the freight quote at the time of shipment may differ due to fluctuating fuel prices and the supply and demand of trucks. SSCI is not responsible for any additional freight cost associated or delivery time associated with the same. SSCI's team may assist with securing the delivery of your parts or system. This is done as a complimentary service through a third party. SSCI is not liable for the reliability of the freight company, or the reliability of freight quotes and pricing.
D. Scratching and/or paint scarring may occur on painted or coated surfaces during the loading and shipping process. Field touch-up paint and labor are to be provided by you or a third party. Touch-up paint is available for a fee. SSCI is in no way responsible for shipping and delivery damages.
E. Because the tank equipment and piping on your Product will be subjected to vibrations and motion during delivery, SSCI will not be responsible for seepage or leaks at any connections. Piping is tested in the manufacturing shop at these connections after assembly and before shipment to assure there are no leaks or seepage. SSCI's team will take reasonable steps to minimize vibrations in transit. However, we cannot guarantee that seepage will not occur. Re-tightening connections on site BY OTHERS may be required.
F. SSCI is not responsible for malfunctions in equipment and/or parts due to changes in atmospheric pressure.
G. SSCI is not responsible for customer payment delays; the product will not ship until SSCI is paid in full.
H. Unless otherwise specified in writing, SSCI is not responsible for the customer’s local rules, regulations, and/or statutes. The customer is solely responsible for compliance with the same. By way of example only, Stage I or II Vapor Recovery, Overfill Prevention, etc.
I. If any portion of a manufactured tank or system, is not paid within 30 days of the customer being notified of completion and being sent the final invoice; the buyer shall incur a charge of 18% interest per annum (or the highest legal rate) on all remaining balances.
J. SSCI is not responsible for the maintenance and/or upkeep of tanks stored at the manufacturing facility’s property after the 15-day inspection period has expired and/or waiting for delivery.
K. Abandonment. Any product that has been paid in full and left on the seller's premises for more than 180 days after the product is completed and made available for shipping and/or installation will incur a $60.00 per day storage fee.
L. SSCI recommends that you contact your Fire Marshal, environmental agencies, and AHJ (Authorities Having Jurisdiction) for approval before ordering. It is the sole responsibility of the Customer to ensure the system design is acceptable and meets Local, State, and Federal Code Regulation requirements.
6. ATTORNEY’S FEES – In the event any aspect of the agreement (at the quote stage, production, fabrication, or delivery) litigation occurs which concerns the terms of or enforcement of this and/or the sales agreement, SSCI shall be entitled to the recovery of all reasonable and necessary attorney’s fees and costs of court related to said litigation, including those incurred at the demand phase through the fees and costs associated with appellate review. All litigation or disputes arising as a result of this quote and/or the sales agreement are governed by the Laws of the State of Texas.

7. FORMAL INSTALLATION CONTRACT: A separate, formal installation contract is required to be signed and returned before any installation work including application for permit can be performed. SSCI can provide a proposal for this service upon request.
8. NO REFUNDS: Once materials have been ordered and/or the manufacturing process has commenced, SSCI shall not issue refunds for any reason. This provision includes a waiver by the Customer of any and all amounts expended for drawings, specifications, change orders, or deposit. The drawings, specifications, and all documents and/or plans developed in connection with the manufacture of the Product remain the property of SSCI.
9. By submitting a deposit to SSCI, the Customer acknowledges and accepts all quotation terms and conditions stated above.

Tank quotes are only good for 24 hours. Quotes do not include sales tax, permitting, installation, setup, or delivery unless stated otherwise. Petroleum equipment/parts quotes are good for 24 hours.

Please make checks payable to Separation Systems Consultants, Inc.

Flameshield and Fireguard tanks include a 30-year tank warranty backed by the Steel Tank Institute.
All Equipment and Piping Quoted is Installed at Factory.



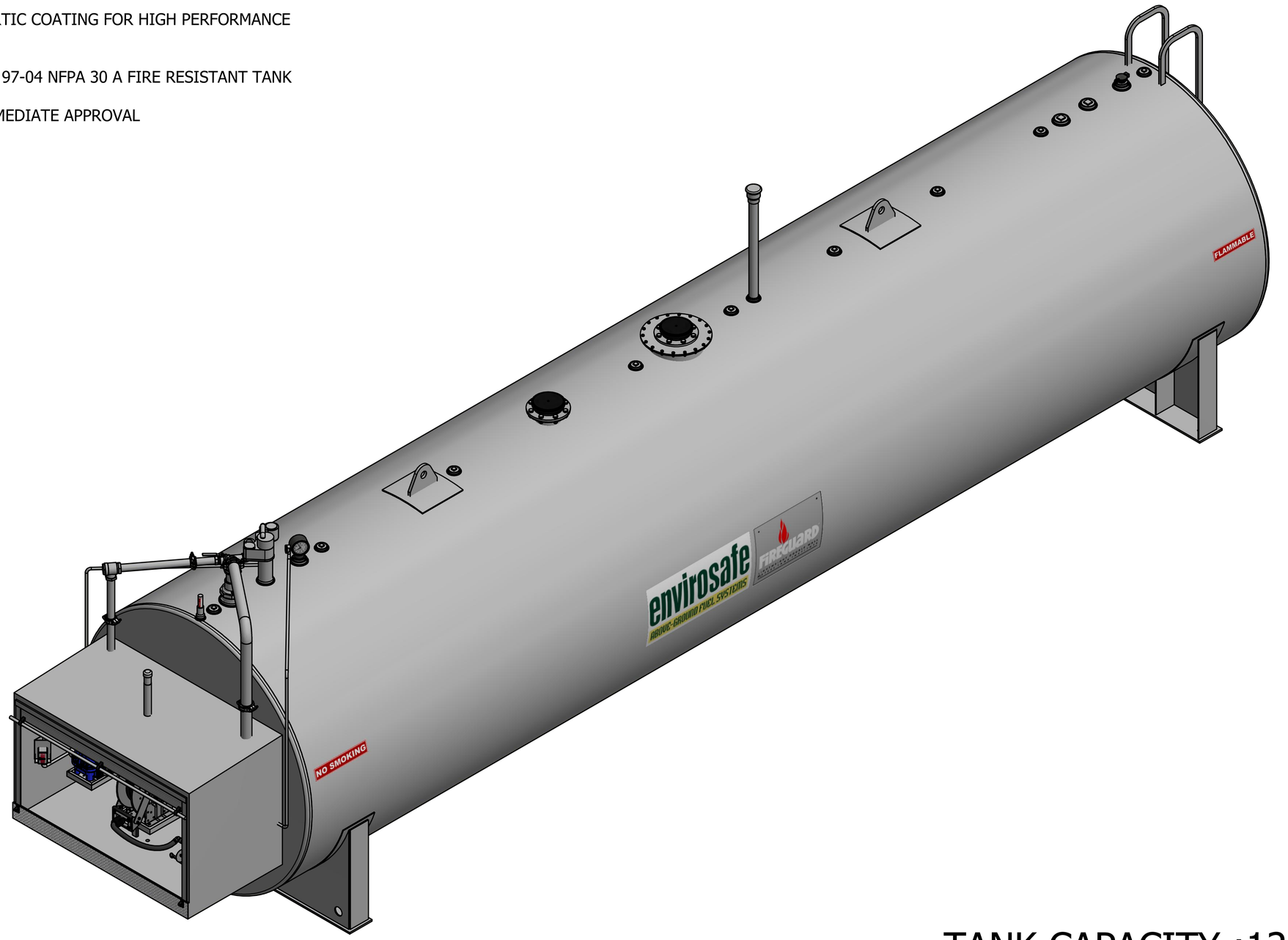




Commercial Fleet

envirosafe™
ABOVE-GROUND FUEL SYSTEMS

NOTES:
1. DIESEL USE
2. ENVIROLASTIC 940 LV POLYASPARTIC COATING FOR HIGH PERFORMANCE FINISH (MEMCO GREY)
3. UL 2085 LABELED AND LISTED
4. 2 HOUR RATING TESTED TO SwRI 97-04 NFPA 30 A FIRE RESISTANT TANK
5. TIE-DOWN POINTS ON SADDLES
6. LEAD TIME IS DEPENDENT ON IMMEDIATE APPROVAL



CALCULATED WEIGHT:
36,500 LB±

FIREGUARD
TANK CAPACITY :12,000 GALLONS

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#		
STI	SwRI	UL

IT IS THE CLIENT'S RESPONSIBILITY TO ENSURE SYSTEM COMPLIANCE WITH APPLICABLE REGULATIONS.

APPROVED BY:

MEMCO, INC

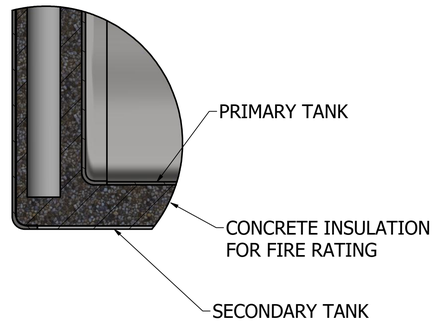
ER. VERSION #: | SALES ORDER #:

AUTHOR	AP
MEMCO REP	
DATE	5/26/2022
SIZE	D
REV	
SHEET	1 OF 4

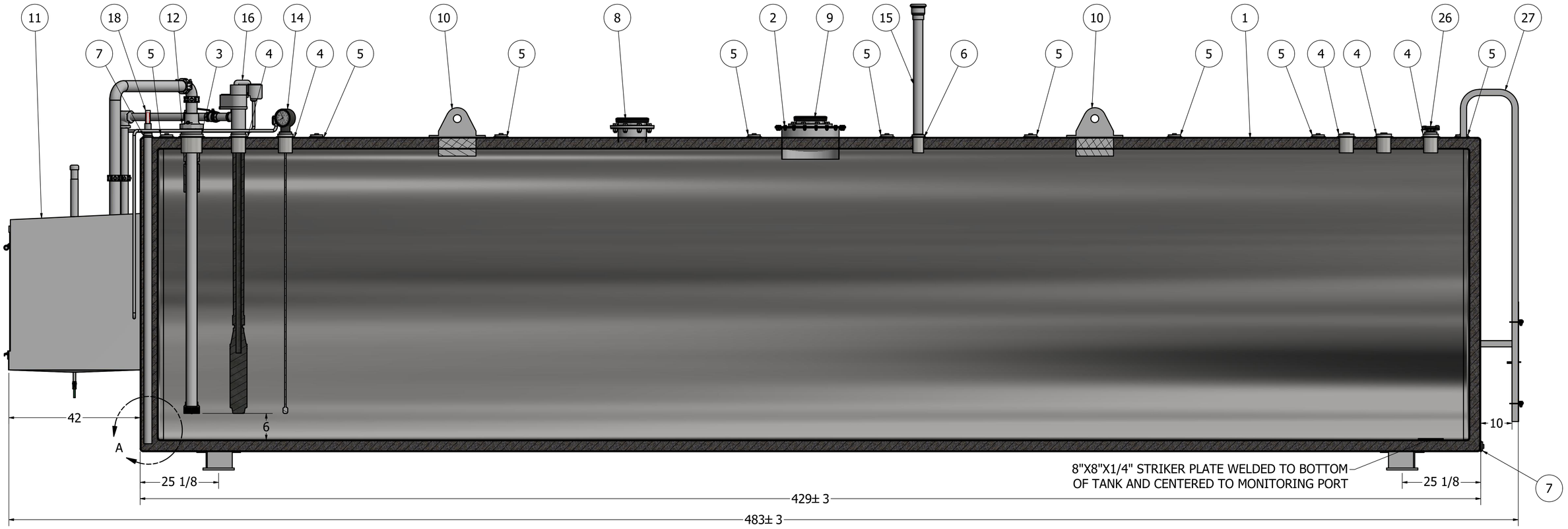
envirosafe™ ABOVE-GROUND FUEL SYSTEMS

PARTS LIST		
ITEM	QTY	DESCRIPTION
1	1	12,000 GALLON FIREGUARD TANK MOUNTED ON SADDLES
2	1	18" MANWAY FOR EASY INNER TANK ACCESSIBILITY WITH 8" FLANGED E-VENT OPENING
3	1	6" NPT THREADED FLANGE
4	5	4" NPT THREADED FLANGE
5	9	3" NPT THREADED FLANGE (CONCRETE PORT)
6	1	3" NPT THREADED FLANGE
7	2	2" NPT THREADED FLANGE
8	1	8" 8 OZ./SQ.IN. FLANGED EMERGENCY VENT KIT
9	1	8" 8 OZ./SQ.IN. FLANGED EMERGENCY VENT WITH SET OF NUTS AND BOLTS AND GASKET
10	2	LIFTING LUG WITH REPAD PLATE
11	1	WELDED UL LISTED LOCKABLE FILL BOX 3'6" X 6'6" X 4'2" CROSS BROKEN FOR EASY DRAINAGE, 2" VENT, MUSHROOM CAP, 1/2 BALL VLAVE
12	1	3" OVERFILL PREVENTION VALVE WITH TEST MECHANISM AND DIFFUSER
13	1	3" GROUND LEVEL FILL WITH DUST CAP AND ADAPTOR
14	1	918 CLOCK GAUGE WITH ALARM BOX & STANDARD FLOAT
15	1	3" UPDRAFT STACK W/3" 354 SLIP ON
16	1	FE PETRO 3/4 HP w/ 9" RISER, 88" - 149" (240V 1 PH)

PARTS LIST		
ITEM	QTY	DESCRIPTION
17	1	1/2" JUNCTION BOX
18	1	INTERSTITIAL LEAK GAUGE
19	1	PUMP SWITCH, COVER & BACKPLATE, 1/2" EXPLOSION PROOF BOX
20	1	TOTAL CONTROL 682-15 PISTON METER WITH 10:1 PULSER
21	1	CIM-TEK 1 1/2" FILTER ADAPTER, 1" SPIN-ON FILTER
22	1	VALVE BALL BRASS 1-1/2"
23	1	2" NPT ANTI-SIPHON VALVE 5'-10' W.C.
24	1	VALVE BALL FULL FLOW BRASS 2"
25	1	REEL HOSE N800 1" SPRING REEL INLET RIGHT WITH 1"x25' HOSEPUMPFLEX II, 1"x12" HOSE WHIP, 1" BREAKAWAY,1" NOZZLE, 1" SWIVEL
26	1	MONITORING CAP 2"
27	1	STEP LADDER WITH SAFETY SHIELD
28	1	ROM DOOR TO BE USED ON 78" WIDE BOX
29	1	TANK DECAL KIT (NOT SHOWN)
30	6	1-1/2" REPLACEMENT FILTERS (NOT SHOWN AND SHIPPED SEPARATELY)
31	1	TOUCH UP PAINT (NOT SHOWN AND SHIPPED SEPARATELY)



DETAIL A
SCALE 1/6



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#

STI | SwRI | UL

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APPROVED BY:

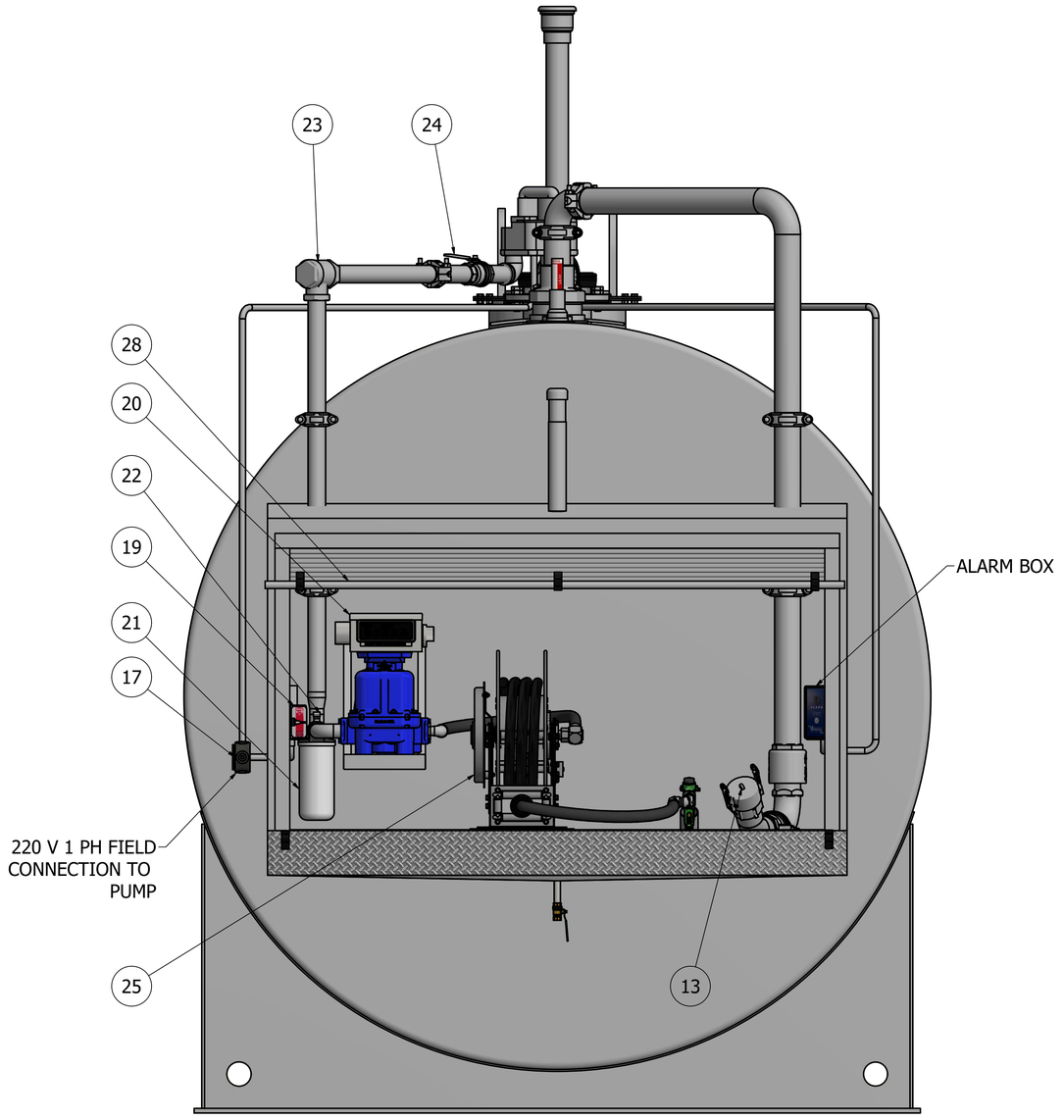
MEMCO, INC

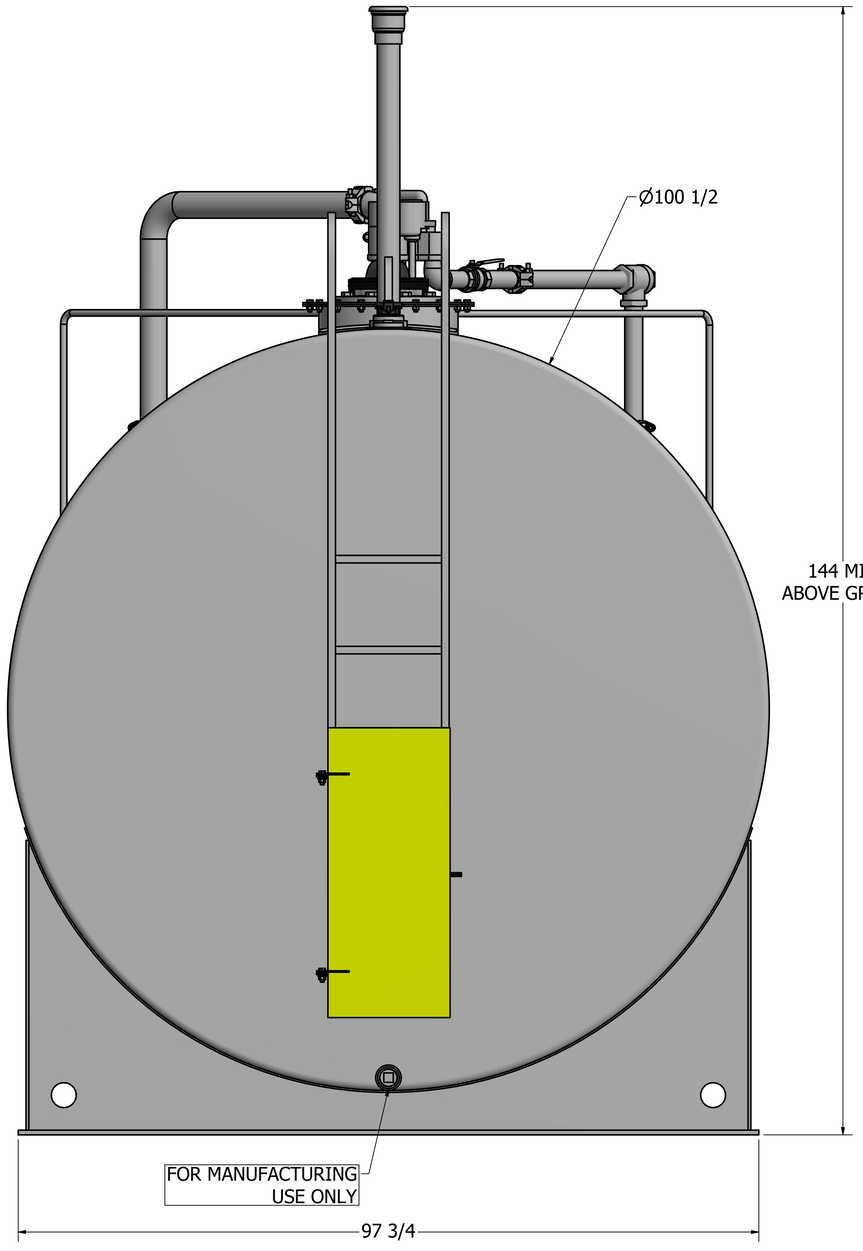
ER. VERSION #:

SALES ORDER #:

AUTHOR	AP
MEMCO REP	
DATE	5/26/2022
SIZE	D
REV	
SHEET	2 OF 4

envirosafe™ ABOVE-GROUND FUEL SYSTEMS





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APPROVED BY:

MEMCO, INC

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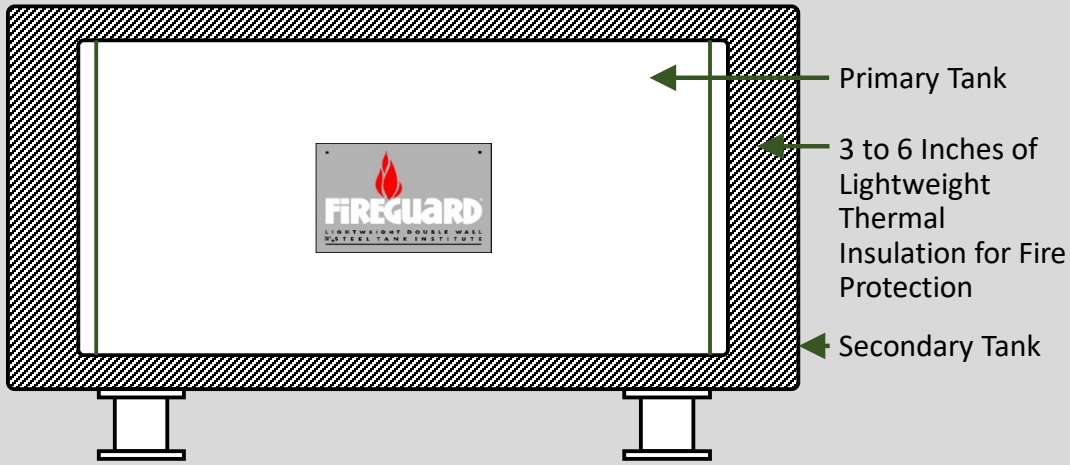
REV	
SHEET	3 OF 4

envirosafe™ ABOVE-GROUND FUEL SYSTEMS

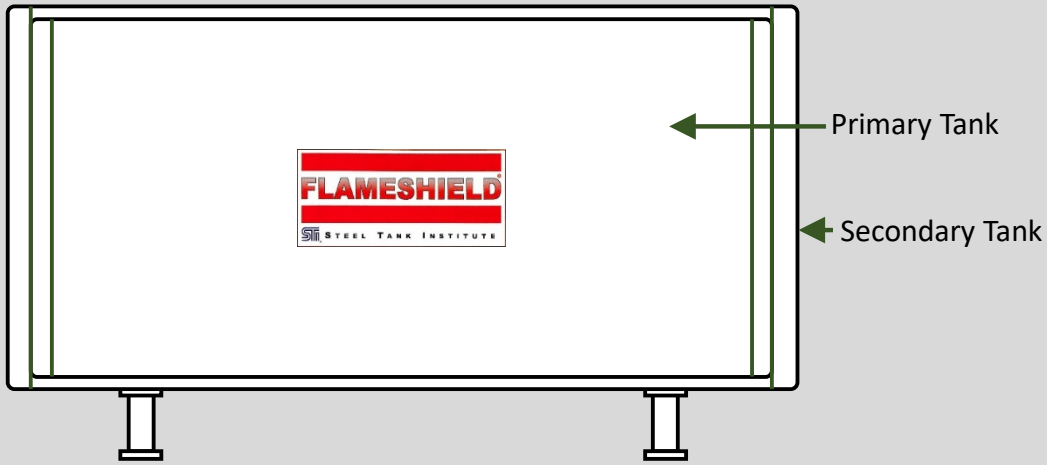
UL-2085 Fireguard VS UL-142 Flameshield

Our UL-2085 is up to 75% lighter in weight in comparison to our competitors vaulted tank.



Fireguard Tank:

1. UL-2085 labeled & listed
2. UL-2085 passes requirements for NFPA 30-30A
3. Double Wall Tank with 3” to 6” of lightweight thermal insulation for fire protection
4. 30 Year Warranty, backed by the Steel Tank Institute



Flameshield Tank:

1. UL-142 labeled & listed
2. 2-hour Rating tested to SWRI 97-04
3. Double Wall Tank
4. 30 Year Warranty, backed by the Steel Tank Institute

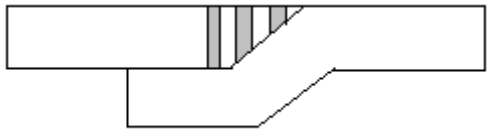
An average 12,000 gallon concrete encased tank weighs approximately 100,000 lbs. Fireguard weighs 28,000 lbs

High Quality Welds

All of our weld seams on our tanks are joggled and sub-arch welded for a seamless caulk like finish. 100% penetration is guaranteed to eliminate corrosion and leaks.

envirosafe™
ABOVE-GROUND FUEL SYSTEMS





Joggled Weld Joint

Most Competitor's Weld Seam

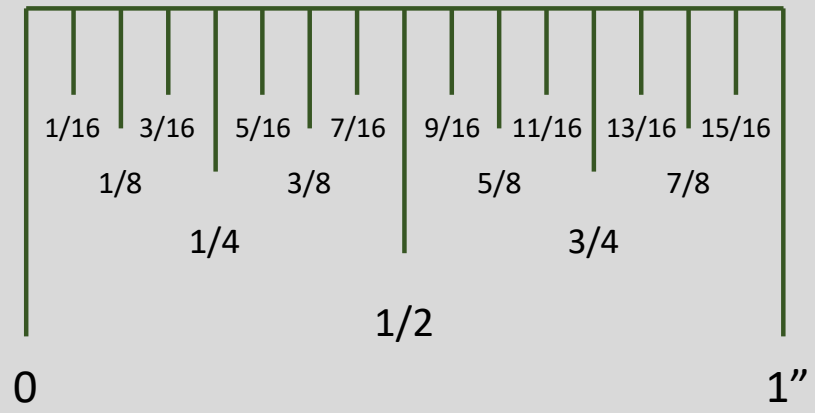




Simple Lap Joint

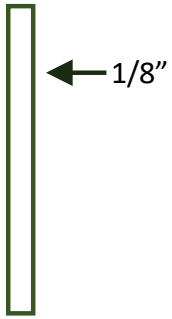
* All welded seams are also cross sectioned on top of all tanks.

Steel Thickness

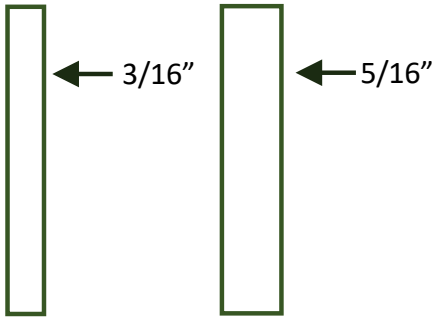




To STI standards the smallest unit of measure on the gauge shall be **1/8”**



Envirosafe’s standard steel thickness starts at **3/16”** thru **5/16”**

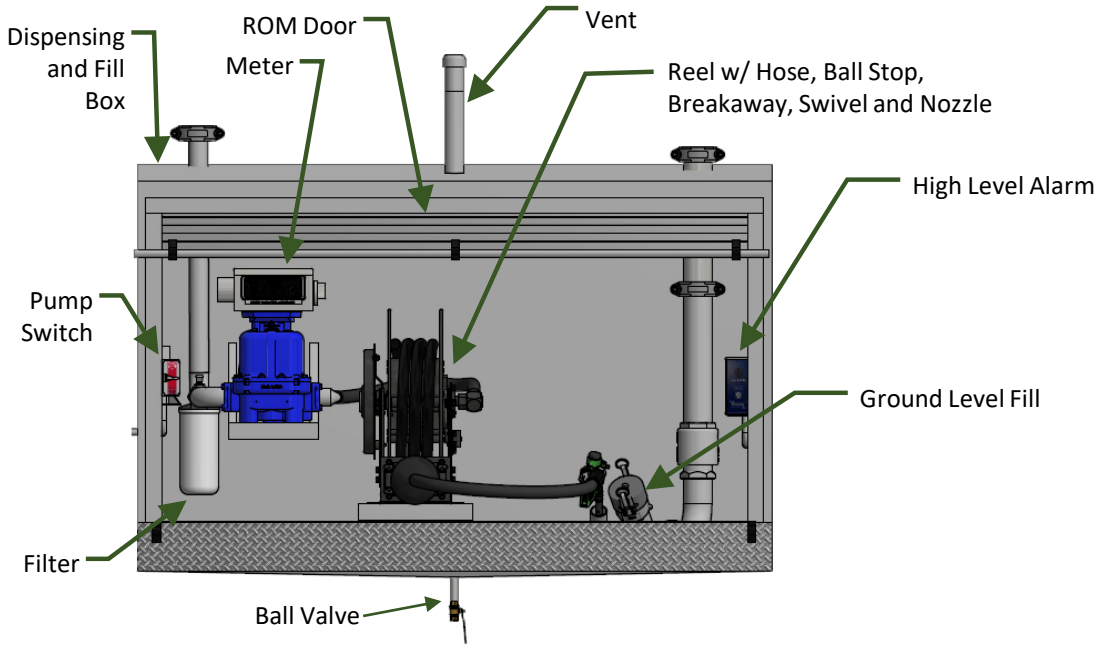


Dispensing & Fill Box is Welded to Tank, Not Bolted

Lessens Liability

Adds Safety to Environment

Protects Equipment



Envirosafe is the only manufacturer allowed by Steel Tank Institute, to weld dispensing and fill boxes to tank head.





Tough Weather Paint

SHERWIN-WILLIAMS.

- High Solids
- Tropical Weathering Data Available
- Fast Dry Times
- Systems for Aggressive Environments
- Low VOC
- Colors Available



Direct to Metal (940 DTM) Polyaspartic Urethane

Bulk DEF Storage & Dispensing

Can you benefit from a DEF-PRO All In One™ System?



*Image shows optional hose reel upgrade option

SOUTHERN

The DEF-PRO All In One™ southern mini bulk DEF storage tank and dispensing system is a fully assembled out of the box system used for the safe storage and dispensing of Diesel Exhaust Fluid. ***This system is plug and play made easy.*** This system is a complete package.

Specs:

- Hornet W85 Hybrid Pump with 20 ft. delivery hose and automatic nozzle
- Flow meter
- Suction hose in place
- Heavy Duty Aluminum Lockable Cabinets



NORTHERN

The DEF-PRO All In One Northern mini bulk DEF storage tank and dispensing system is a must for anyone who's looking for a safe way to store and dispense DEF in regions of the country where temperatures often fall below freezing. This system is designed to safely store and dispense DEF, even in the coldest of climates.

Specs:

- Hornet W85 Hybrid Pump with 20 ft. delivery hose and automatic nozzle
- Liquid Level PS with LCD Display
- Flow meter
- Heavy Duty Aluminum Lockable Cabinets
- Tank Insulation
- Cabinet Heater

Bare Tank + Parts + Contractor = Time, Money, Frustration



VS



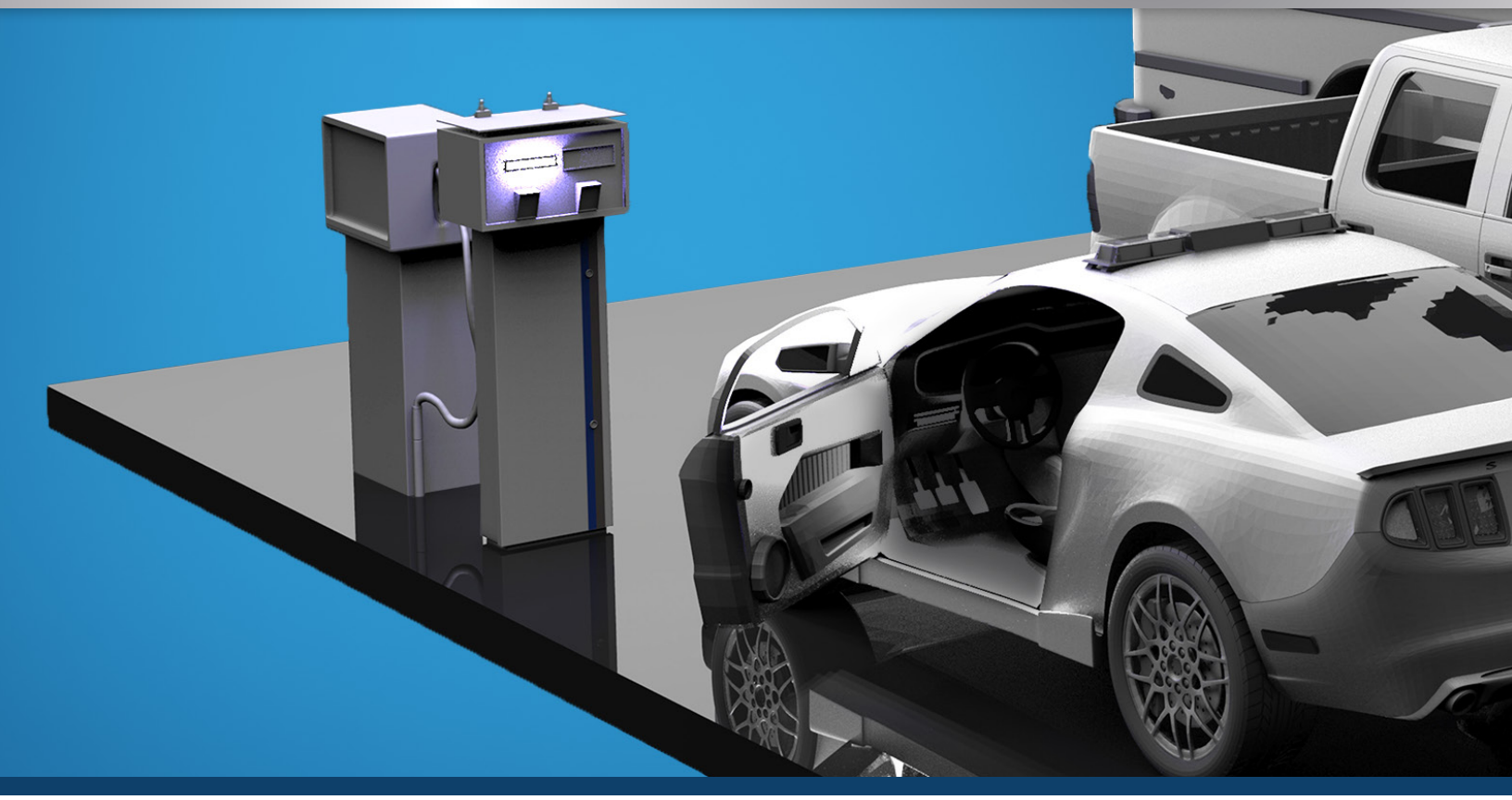




Thank you!

envirosafe™
ABOVE-GROUND FUEL SYSTEMS

FUELMASTER *2500 Series*



Your Fixed Site Fuel Management Solution

The FuelMaster 2500 series is engineered to provide a turnkey fuel management solution for capturing fuel transactions in any location. Each unit is built to custom specifications to meet the precise needs of the fueling site. With fuel access 24/7 , organizations can be confident that transactions are being accurately tracked providing increased accountability & physical security at the fueling site as well as eliminating unauthorized use of fuel.

Durable

Built to military specs with aircraft-quality aluminum and tested in conditions ranging from -40F to +140F

Customizable

No matter how large or small your fueling operations may be, we have tailored solutions to fit your needs

Compatible

Interfaces with mechanical and electrical dispensers in the retail or commercial markets

Tank Interface

Integrates with a variety of automatic tank gauge manufacturers

Fleet Integration

Transactional data can be exported to most fleet maintenance or accounting programs

FUELMASTER
ENGINEERED BY syntech

FUELMASTER *2500 Series*



MODEL NUMBERS

FMU2500	Prokee
FMU2540	Smartcard
FMU2550	Prokee, Credit Card
FMU2560	Smartcard, Credit Card
FMU2580	Prokee, Smartcard

All available with either 50A Pump relay or Dual Control relay. All can control up to 8 hoses.

TECHNICAL SPECIFICATIONS

Hardware
- Mechanical Dispensers
- Electronic Dispensers
- Tank Monitor Units
- Manual Firmware Updates
- Optional Advanced Surge Protection

Compliance
- Weights and Measures Compliant
- PADSS Compliant

Communication:
- Dial Up (POTS) Connection
- Integrated Wired Ethernet
- Wi-Fi with 3rd Party Bridge
- Cellular with 3rd Party Cellular Modem

Fuel Security & Authorization
- Product / Quantity Limits
- Odometer Reasonability
- Lube Bay Operations

User Access Devices
- Prokee / Prox / Magstripe (Local Auth)
- Prepaid Card
- Smartcard
- Bank / Fleet Card

Credit/Fleet Card Authorization
- Multiple Credit Card Hosts
- Discounts by Specific Credit Card
- Multiple Fleet Card Networks
- Local Authorization

Mobile Fueling
- Non-Automated Mobile Fueling
- Automated Mobile Fueling

Software Platform
- FMPlus (client based)

System Features
- Preventative Maintenance Alerts
- Invoicing
- Exports
- Reports
- Manual Software Updates
- Inventory Management
- User Accountability

Operating Temperatures
- -40F to 140F

Dimensions
- Enclosure: 19"W x 13"H x 10"D
- Pedestal: 12"W x 48"H x 6"D

Certifications
- UL-1238 Ed. 6
- CSA C22.2 No. 22 (R2014)
- CSA C22.2 No. 142 (R2013)
- EN 61010-1:2010
- FCC Certified

syntech
800-888-9136 | **MYFUELMASTER.com**
marketing@myfuelmaster.com
100 Four Points Way, Tallahassee, FL 32305

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Fuel Systems

Aboveground Storage Tanks (AST)

Total Cost: $ 462,843.86

(2) 12K Diesel, (1) 6K Unleaded, (1) 500 gallon DEF

FuelMaster 2500 Plus fuel management system

COOPERATIVE PURCHASE AGREEMENT
FSP-97-0623

This Cooperative Purchase Agreement ("Agreement") is entered into by and between Separation Consultants, Inc. ("Vendor") and the City of Brownsville, ("City"), a Texas home rule municipality.

The Cooperative Purchase Agreement includes the following documents which shall be construed in the order of precedence in which they are listed:

1. This Cooperative Purchase Agreement.
2. Exhibit A – Proposal
3. Exhibit B – Cooperative Agency Contract Solicitation TIPS # 23010402
4. Exhibit C –Edgar Compliance, Bid Responders, Bid Request, Bid Advertisement
5. CIQ

Exhibits A, B, C, which are attached hereto and incorporated herein, are made a part of this Agreement for all purposes. Vendor agrees to provide City with the services and goods included in Exhibit A pursuant to the terms and conditions of this Cooperative Purchase Agreement, including all exhibits thereto.

City shall pay Vendor in accordance with the fee schedule in Exhibit A and Exhibit C and in accordance with the provisions of this Agreement. Total payment made under this Agreement for the Direct purchase by City shall be in the amount of four hundred sixty-two thousand eight hundred forty-three dollars with eighty-six cents (**$462,843.86**). Vendor shall not provide any additional items or services or bill for expenses incurred for City not specified by this Agreement unless City requests and approves in writing the additional costs for such services. City shall not be liable for any additional expenses of Vendor not specified by this Agreement unless City first approves such expenses in writing.

Vendor agrees that City shall, until the expiration of final payment under this Agreement, or the final conclusion of any audit commenced during the said three years, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records, including, but not limited to, all electronic records, of Vendor involving transactions relating to this Agreement at no additional cost to City. Vendor agrees that City shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. City shall give Vendor reasonable advance notice of intended audits.

VENDOR ACKNOWLEDGES THAT CITY IS A GOVERNMENT ENTITY AND AS SUCH CANNOT INDEMNIFY OR HOLD HARMLESS A PARTY WITHOUT FIRST CREATING A SINKING FUND OR LEVYING A TAX. VENDOR FURTHER ACKNOWLEDGES THAT THE CITY HAS NO INTENTION OF CREATING SUCH A SINKING FUND OR LEVYING A TAX. THE PARTIES AGREE THAT ANY PROVISION CONTAINED WITHIN THE CONTRACT DOCUMENTS REQUIRING THE CITY TO INDEMNIFY OR HOLD HARMLESS THE VENDOR IS HEREBY STRICKEN.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To CITY:
City of Brownsville
Attn: City Manager
1001 East Elizabeth Street
Brownsville, Texas 78520

With copy to Brownsville City
Attorney's Office at same address.

To VENDOR:
Separation Systems Consultants, Inc.
Attn: Helen I. Hodges
Address: 17041 El Camino Real, Suite 200
Address: Houston, Texas 77058

The undersigned represents and warrants that he or she has the power and authority to execute this Agreement and bind the respective parties.

CITY OF BROWNSVILLE:

_____

Name:

Title:

VENDOR:

Donald E. Hodges

Name: Donald E. Hodges

Title: Secretary

"Approved as to Form and Legality
This 12th day of July 2023
Title First Asst CA
Office of the Brownsville City Attorney"

SSCI
Environmental, Construction and Engineering Services

June 2, 2023

City of Brownsville
700 Jose Colunga Street
Brownsville, Texas 78521

Attn: Ms. Cynthia Castillo
Phone: (956) 410-8949
E-mail: cynthia.castillo@brownsvilletx.gov

RE: Fuel System Equipment Supply Proposal
City of Brownsville
700 Jose Colunga Street
Brownsville, Texas 78521
SSCI's Project No. 57197

TIPS Contract 23010402
Texas HUB and WOSB

Ms. Castillo,

Separation Systems Consultants, Inc. (SSCI) respectfully submits this proposal to the City of Brownsville (the Client) to supply fuel system equipment to the property located at 700 Jose Colunga Street in Brownsville, Texas 78521 (the Site). SSCI understands that the Client has been in communication with Envirosafe Tanks to confirm the specifications of the equipment to be provided; SSCI will be working with Envirosafe Tanks to provide the services described within this proposal. The equipment will be supplied by SSCI, a Texas HUB and certified Woman Owned Small Business (WOSB) firm, under The Interlocal Purchasing System (TIPS) contract 23010402.

It is SSCI's understanding that the equipment to be provided includes two (2) 12,000-gallon Fireguard aboveground storage tank (AST) systems, one (1) 6,000-gallon Fireguard AST system, a FuelMaster 2500 Plus fuel management system, and associated equipment. A breakdown of the equipment to be provided is attached to this proposal. Please note that this proposal does not include installation of the equipment; SSCI is a licensed fuel system contractor by the Texas Commission on Environmental Quality (TCEQ) and can provide a proposal for system installation upon request.

Scope of Work

Under this proposal, SSCI will provide the fuel system equipment outlined in the document attached. The Client will be responsible for all delivery and offloading fees associated with the equipment. SSCI will issue drawings and material lists to the Client for review and approval prior to beginning manufacturing of the equipment. Once approval of the drawings is received, as well as the down payment for the equipment, construction will proceed. Please note that SSCI is not responsible for identifying or adhering to local rules and regulations related to the installation and

Separation Systems Consultants, Inc.
17041 El Camino Real, Suite 200
Houston, Texas 77058
Phone: 281-486-1943
Email: dehodges@sscienvironmental.com

use of the fuel systems; the Client is responsible for compliance with all State, Federal, and local laws and regulations.

Assumptions and Exclusions

The following assumptions and exclusions apply to this proposal:

- The Client is responsible for all delivery, offloading, and installation of the equipment.
- No design, engineering, or permitting is included in this proposal. This proposal is strictly for the manufacturing of equipment specified by the Client to Envirosafe Tanks; SSCI's team is not responsible for verifying compliance with Local, State, or Federal regulations.
- Due to fluctuations in the market, SSCI can only guarantee pricing for one (1) day. Once ordered, SSCI will notify the Client if material prices have changed; if changes are noted, the Client is responsible for payment of any additional costs.
- SSCI assumes all material and equipment provided is tax exempt; if taxes are applied to any portion of the scope of work, additional fees will apply.
- If deviations are made to the system layout or equipment once manufacturing has begun, additional fees will apply for the modifications.
- The Client is responsible for developing a Spill Prevention, Control, and Countermeasure (SPCC) Plan for the Site in order to comply with TCEQ regulations. If requested, SSCI can provide a proposal to develop an SPCC Plan for the Site.
- If any deviations to the proposed system are made, additional fees will apply.
- The additional terms and conditions on the attached document apply to this proposal.
- No retainage or bonding is included in this contract; if retainage or bonding is required, additional fees will apply.
- All equipment will be ordered from Envirosafe Tanks. If changes to costs occur, SSCI is not responsible for the deviation and all costs will be passed to the Client.
- SSCI is not responsible for material availability. If Envirosafe Tanks cannot provide equipment as requested by the Client, SSCI will not be liable for finding an alternative.

Cost

SSCI will provide the equipment defined in the attached document for an estimated fee of $462,843.86; a breakdown of the estimated cost is provided in the attached document. Please note that this price does not include freight, taxes, or delivery; all additional expenses are the responsibility of the Client. Upon authorization, SSCI will invoice 50% of the total cost; manufacturing of the equipment will not begin until SSCI receives the 50% down payment. Within fifteen (15) days of manufacturing completion and prior to shipping equipment, the Client will be responsible for paying the final 50% of the equipment cost; the equipment will not be

shipped until SSCI has received the final 50% payment. Please note that an 18% interest charge will be incurred by the Client if payment of the final invoice is not received with thirty (30) days of manufacturing completion notification. If, after 180 days, the equipment has not been shipped, a $60/day storage fee will be charged to the Client.

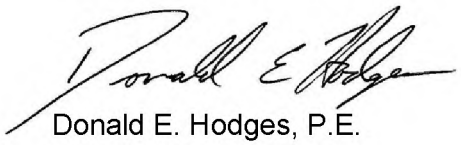
If installation is requested, SSCI can provide a proposal for those services; the Client is responsible for providing 60% of the installation fee prior to mobilization. Please note that SSCI is a licensed fuel system installer and has installed multiple AST fuel systems throughout Texas. References are available upon request.

Schedule

Upon authorization to proceed and receipt of the 50% down payment, SSCI's team will begin the fuel system drawings for approval by the Client; the drawing development will take approximately two (2) weeks. Once the Client has approved the drawings, manufacturing of the equipment will begin. The estimated lead time for manufacturing of the equipment is sixteen (16) weeks. If any deviations to this schedule are encountered, SSCI will notify the Client.

SSCI appreciates the opportunity to submit this proposal. Should you have any questions, please contact me at (281) 486-1943 or by e-mail.

Sincerely,
Separation Systems Consultants, Inc.



Donald E. Hodges, P.E.
Director of Engineering

Due to unpredictable fluctuations in material costs, SSCI's proposal is valid for one (1) day.

Quote

Separation Systems Consultants, Inc.
17041 El Camino Real, Suite 200
Houston, Texas
USA, 77058
Phone : 281-486-1943

Quote No.	57197
Date :	06/02/2023
Contact :	Cynthia Castillo Phone : 956-410-8949

Bill To	***BROWNSVILLE***
City of Brownsville	
700 José Colunga Street	
Brownsville, TX	
USA, 78521	

Ship To	***BROWNSVILLE***
City of Brownsville	
700 José Colunga Street	
Brownsville, TX	
USA, 78521	

Expiration Date	Price Request	Terms	Carrier	FOB
06/03/2023		50% Deposit to Start Fabrication, balance due upon completion.	Not Applicable	

Sales Rep	Currency	Lead Time (Weeks)	Tax Group
Donald Hodges	USD	16	Tax Exempt

No.	Qty	Item	Description	Disc. %	Amount
1	1.000	COMMERCIAL	Commercial 1 12,000 Gallon Fireguard Tank Mounted on Saddles (Diesel Use) 2 8" 8 Oz Emergency Vent Male w/O-ring 1 Monitoring Well w/ 2" Cap 1 3" Stack Vent (12' above grade) w/ 3" Updraft Vent 1 Morrison Bros. High Level Shut-off Valve with test mechanism & 3" Ground Level Fill (Vertical Check Valve, Ball Valve, Fill Pipe w/ Diffuser, Fill Adapter, & Dust Cap) 1 2" 918 Clock Gauge w/ Alarm & Standard Float for Accurate Fuel Level Reading 1 Ladder with Safety Shield 2 Total Control 682-15 Piston Meter with 10:1 Pulser 1 UL Listed Lockable Dispensing Box Welded on Tank 3'6"x4'2"x6'6", Cross Broken for Easy Drainage, 2" Vent, 2" Mushroom Cap, & 1/2" Ball Valve 2 FE Petro 3/4 Hp. Pump Assy w/Anti-Syphon Valve & Ball Valve 2 1" Hannay Hose Reel with 25' 1" Hose, Ball Stop, 1" Nozzle, Breakaway and Swivel 2 Electric Packages for Pumps and Switches 1 Envirolastic 940 DTM Polyaspartic Urethane for High Performance Finish 1 Tank Decal Kit 1 Interstitial Leak Gauge 1 ROM Door (Roll Up) 3'x6' 2 Cim-Tek 1.5" Filter Adapter and 1" Filter 1 24" Manway for easy inner tank accessibility 1 UL 2085 Labeled & Listed 1 STEEL THICKNESS 1/4" SHELLS & 5/16" HEADS 1 Touch-up Paint 1 Owner's Manual **Shells to be Joggled and Sub-Arch Welded. Fill/Dispense Box Must Be Welded to the Tank Head. System to be Plug-and-Play, All Equipment Installed by Manufacturer**	0%	$155,461.68
2	1.000	COMMERCIAL	Commercial 1 12,000 Gallon Fireguard Tank Mounted on Saddles 2 8" 8 Oz Emergency Vent Male w/O-ring 1 Monitoring Well w/ 2" Cap 1 3" Stack Vent (12' above grade) w/ 3" Updraft Vent 1 Morrison Bros. High Level Shut-off Valve with test mechanism & 3" Ground Level Fill (Vertical Check Valve, Ball Valve, Fill Pipe w/ Diffuser, Fill Adapter, & Dust Cap) 1 2" 918 Clock Gauge w/ Alarm & Standard Float for Accurate Fuel Level Reading 1 Ladder with Safety Shield 2 Total Control 682-15 Piston Meter with 10:1 Pulser 1 UL Listed Lockable Dispensing Box Welded on Tank 3'6"x4'2"x6'6", Cross Broken for Easy Drainage, 2" Vent, 2" Mushroom Cap, & 1/2" Ball Valve 2 FE Petro 3/4 Hp. Pump Assy w/Anti-Syphon Valve & Ball Valve 2 1" Hannay Hose Reel with 25' 1" Hose, Ball Stop, 1" Nozzle, Breakaway and Swivel 2 Electric Packages for Pumps and Switches 1 Envirolastic 940 DTM Polyaspartic Urethane for High Performance Finish 1 Tank Decal Kit 1 Interstitial Leak Gauge 1 ROM Door (Roll Up) 3'x6' 2 Cim-Tek 1.5" Filter Adapter and 1" Filter 1 24" Manway for easy inner tank accessibility 1 UL 2085 Labeled & Listed 1 STEEL THICKNESS 1/4" SHELL & 5/16" HEAD 1 Touch-up Paint	0%	$155,461.68

			1 Owner's Manual **Shells to be Joggled and Sub-Arch Welded. Fill/Dispense Box Must Be Welded to the Tank Head. System to be Plug-and-Play, All Equipment Installed by Manufacturer**		
3	1.000	COMMERCIAL	Commercial 1 6,000 Gallon Fireguard Tank Mounted on Saddles 2 8" 8 Oz Emergency Vent Male w/O-ring 1 Monitoring Well w/ 2" Cap 1 3" Stack Vent (12' above grade) w/ 3" Pressure Vacuum Vent 1 Morrison Bros. High Level Shut-off Valve with test mechanism & 3" Ground Level Fill (Vertical Check Valve, Ball Valve, Fill Pipe w/ Diffuser, Fill Adapter, & Dust Cap) 1 3" Vapor Recovery System (Stage 1) 1 2" 918 Clock Gauge w/ Alarm & Standard Float for Accurate Fuel Level Reading 1 Ladder with Safety Shield 2 Total Control 682-15 Piston Meter with 10:1 Pulser 1 UL Listed Lockable Dispensing Box Welded on Tank 3'6"x4'2"x6'6'', Cross Broken for Easy Drainage, 2" Vent, 2" Mushroom Cap, & 1/2" Ball Valve 2 FE Petro 3/4 Hp. Pump Assy w/Anti-Syphon Valve & Ball Valve 2 3/4" Hannay Hose Reel with 25' X 3/4" Hose, Ball Stop, 3/4" Nozzle, Breakaway and Swivel 2 Electric Packages for Pumps and Switches 1 Envirolastic 940 DTM Polyaspartic Urethane for High Performance Finish 1 Tank Decal Kit 1 Interstitial Leak Gauge 1 ROM Door (Roll Up) 3'x6' 2 Cim-Tek 1.5" Filter Adapter and 1" Filter 1 24" Manway for easy inner tank accessibility 1 UL 2085 Labeled & Listed 1 STEEL THICKNESS 1/4" SHELL & 5/16" HEADS 1 Touch-up Paint 1 Owner's Manual **Shells to be Joggled and Sub-Arch Welded. Fill/Dispense Box Must Be Welded to the Tank Head. System to be Plug-and-Play, All Equipment Installed by Manufacturer**	0%	$127,124.17
4	1.000	P-USAION-500	Northern Heated, insulated 48" X 79" **Shipped and Installed by Others**	0%	$10,824.38
5	1.000	P-US253400030	Meter change to include a pulser for the DEF system. **Shipped and Installed to USAION-500**	0%	$632.50
6	1.000	P-FMU-2500PLUSG	FuelManagement System FuelMaster FMU 2500 Plus Prokee Master Unit Gray **Shipped and Installed by Others**	0%	$8,711.39
7	1.000	P-227838A	Fuelmaster Plus Windows Software (Both SQL Server & Access) **Shipped and Installed by Others**	0%	$2,717.45
8	6.000	P-199001	Controller Hose 50 amp **Shipped and Installed by Others**	0%	$1,035.00
9	1.000	P-FM PKEY ENCODER	Encoder 941D0120 Prokee USB **Shipped and Installed by Others**	0%	$726.57
10	20.000	P-172405RD	Prokee Red (RD)	0%	$149.04

Subtotal: $462,843.86

USD

QUOTATION TERMS AND CONDITIONS:

The above quote has been issued to the City of Brownsville (the Customer) by Separation Systems Consultants, Inc. (SSCI) for the purchase of and manufacture/fabrication of an above-ground fuel system ("Product" herein).

All custom Quotes are budgetary only and pricing can not be finalized until all parts and materials for the finished product have been purchased and vendor invoices have been received. No items will be purchased until the CAD drawings are completed, meet the customer's specifications, and the approved signed copy has been returned to SSCI and Envirosafe Tanks.

Change orders during the production process, parts or materials cost and actual labor cost will also

subject the Customer to an increased charge.
SSCI will estimate a time within which manufacture/fabrication may be completed, but the nature of the Product will not enable SSCI to define a specific date.
The quote is based upon information available at the time it is prepared and is limited to items discussed and detailed during the quotation process. SSCI is not liable in any way for the system or tank's intended use.
These Terms and Conditions are expressly made part of the Manufacturing Sales Agreement.
1. Quotes are valid for 24 hours after issuance by SSCI.
2. Drawings and Materials Lists:
A. Cost:
i. Bare Tanks: $350.00
ii. Custom systems: $575.00
iii. Aviation systems: $1,380.00
B. Timeframe: The scheduled time for issuance of approval drawings and revisions is dependent upon the engineering backlog at the time of the quote and order. The estimated wait time for submission is two weeks depending on the complexity of the project.
C. Drawing charges are not refundable.
D. SSCI is only responsible for the customer's local rules and regulations when SSCI is coordinating the installation, which is not included. CUSTOMER EXPRESSLY ASSUMES RESPONSIBILITY FOR IDENTIFICATION OF AND FOLLOWING CUSTOMER'S LOCAL RULES AND REGULATIONS FOR THE INSTALLATION AND USE OF THE PRODUCT.
3. NOT INCLUDED IN QUOTE: The following are not included in any quote for the manufacture of any product included in this proposal:
A. Local, State, or Federal Sales Tax.
B. Local, State, or Federal Permitting of any sort, unless SSCI has been hired as an installation contractor; this proposal does not include installation. If contracted for installation, SSCI would invoice the professional costs of permitting with a 15% markup on the outside costs on the final invoice.
C. Delivery (a delivery estimate may be given with your quote upon request, but is subject to change at any time for any reason).
D. Installation, unless specifically listed (Installation is a separate service which is in addition to the pricing being provided under this proposal).
E. Spare parts (unless requested and specified in the above quotation).
F. Unless specifically listed on the design drawing, bill of materials, and quote: valves, controls, piping, or other attachments are not included and must be supplied by the Customer and installed by the Customer or a third party.
4. REQUIRED PAYMENT SCHEDULE:
A. Some or all materials will be ordered once the deposit is received to prevent material cost increases.
B. Before the system design, a 50% deposit is required to commence the manufacturing of your Product.
C. The remaining balance of the final sale price will be required within 15 days of the completion of the manufacturing process, before delivery and on Site installation (if included).
D. If SSCI is performing product Installation, Sixty Percent (60%) of the Installation fee must be prepaid before on-site delivery is commenced.
E. The product will not leave the manufacturing location until SSCI has received the signed Manufacturing, Installations, & Sales Agreement, the remaining balance is paid in full, and 60% of installation charges are paid in full (if included).

F. Fees may apply if changes are made after approval to start manufacture/fabrication.
G. Purchased items not requiring manufacture, i.e., stock tanks, pre-owned tanks, parts, and equipment, must be invoiced and paid in full before delivery.
5. OTHER TERMS AND CONDITIONS:
A. Materials used in the construction of the Product may be domestic, foreign, or a combination of the two. Specific country of origin requests may increase your cost.
B. All freight is FOB Bushnell, Florida at the manufacturing facility of Memco, Inc. (Envirosafe Tanks) unless otherwise specified.
C. A freight estimate may be given. If so, the original freight estimate and the freight quote at the time of shipment may differ due to fluctuating fuel prices and the supply and demand of trucks. SSCI is not responsible for any additional freight cost associated or delivery time associated with the same. SSCI's team may assist with securing the delivery of your parts or system. This is done as a complimentary service through a third party. SSCI is not liable for the reliability of the freight company, or the reliability of freight quotes and pricing.
D. Scratching and/or paint scarring may occur on painted or coated surfaces during the loading and shipping process. Field touch-up paint and labor are to be provided by you or a third party. Touch-up paint is available for a fee. SSCI is in no way responsible for shipping and delivery damages.
E. Because the tank equipment and piping on your Product will be subjected to vibrations and motion during delivery, SSCI will not be responsible for seepage or leaks at any connections. Piping is tested in the manufacturing shop at these connections after assembly and before shipment to assure there are no leaks or seepage. SSCI's team will take reasonable steps to minimize vibrations in transit. However, we cannot guarantee that seepage will not occur. Re-tightening connections on site BY OTHERS may be required.
F. SSCI is not responsible for malfunctions in equipment and/or parts due to changes in atmospheric pressure.
G. SSCI is not responsible for customer payment delays; the product will not ship until SSCI is paid in full.
H. Unless otherwise specified in writing, SSCI is not responsible for the customer's local rules, regulations, and/or statutes. The customer is solely responsible for compliance with the same. By way of example only, Stage I or II Vapor Recovery, Overfill Prevention, etc.
I. If any portion of a manufactured tank or system, is not paid within 30 days of the customer being notified of completion and being sent the final invoice; the buyer shall incur a charge of 18% interest per annum (or the highest legal rate) on all remaining balances.
J. SSCI is not responsible for the maintenance and/or upkeep of tanks stored at the manufacturing facility's property after the 15-day inspection period has expired and/or waiting for delivery.
K. Abandonment. Any product that has been paid in full and left on the seller's premises for more than 180 days after the product is completed and made available for shipping and/or installation will incur a $60.00 per day storage fee.
L. SSCI recommends that you contact your Fire Marshal, environmental agencies, and AHJ (Authorities Having Jurisdiction) for approval before ordering. It is the sole responsibility of the Customer to ensure the system design is acceptable and meets Local, State, and Federal Code Regulation requirements.
6. ATTORNEY'S FEES – In the event any aspect of the agreement (at the quote stage, production, fabrication, or delivery) litigation occurs which concerns the terms of or enforcement of this and/or the sales agreement, SSCI shall be entitled to the recovery of all reasonable and necessary attorney's fees and costs of court related to said litigation, including those incurred at the demand phase through the fees and costs associated with appellate review. All litigation or disputes arising as a result of this quote and/or the sales agreement are governed by the Laws of the State of Texas.

7. FORMAL INSTALLATION CONTRACT: A separate, formal installation contract is required to be signed and returned before any installation work including application for permit can be performed. SSCI can provide a proposal for this service upon request.
8. NO REFUNDS: Once materials have been ordered and/or the manufacturing process has commenced, SSCI shall not issue refunds for any reason. This provision includes a waiver by the Customer of any and all amounts expended for drawings, specifications, change orders, or deposit. The drawings, specifications, and all documents and/or plans developed in connection with the manufacture of the Product remain the property of SSCI.
9. By submitting a deposit to SSCI, the Customer acknowledges and accepts all quotation terms and conditions stated above.

Tank quotes are only good for 24 hours. Quotes do not include sales tax, permitting, installation, setup, or delivery unless stated otherwise. Petroleum equipment/parts quotes are good for 24 hours.

Please make checks payable to Separation Systems Consultants, Inc.

Flameshield and Fireguard tanks include a 30-year tank warranty backed by the Steel Tank Institute.
All Equipment and Piping Quoted is Installed at Factory.

End of Exhibit "A"

TIPS VENDOR AGREEMENT (Part 2)

TIPS RCSP 230104 Trades, Labor, and Materials (Part 2)

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

Separation Systems Consultants, Inc

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties for Part 2 of the related solicitation opportunity. If Vendor proposes and awarded on Part 1, a separate Part 1 Vendor Agreement shall control Part 1 terms.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS "(TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.

2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.

3. **Definitions.**

    a. **TIPS Pricing:** The specific pricing, coefficients, mark-ups, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.

4. **Entire Agreement.** This Agreement resulted from TIPS posting a Part 2 "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The Part 2 TIPS solicitation document resulting in this Agreement; (2) Any Part 2 addenda or clarifications issued in relation to the TIPS solicitation; (3) All Part 2 solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire Part 2 proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.

5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of

the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

8. **TIPS Sales and Supplemental Agreements.** If awarded, when making a sale under this awarded contract, the terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, defects, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, AIA Contract, Invoice, etc.) ("Supplemental Agreement" as used herein) entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement. The Supplemental Agreement shall dictate the scope of services, the project delivery expectations, the scheduling of projects and milestones, the support requirements, and all other terms applicable to the specific sale(s) between the Vendor and the TIPS Member.

9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.

10. **Reporting TIPS Sales**. If awarded on this TIPS Contract, for the duration of the contract, Vendor shall provide a RS Means or Xactimate line-item estimates to TIPS for each anticipated TIPS project or sale. When a TIPS Member Customer seeks a quote or proposal for a TIPS sale, Vendor shall always supply a line-item estimate to TIPS for review and approval. If awarded, Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the line item quote and purchase order or similar purchase document (with Vendor's Name, as known to TIPS, the TIPS Contract Name and Number included, and authorized signatures on behalf of both the TIPS Member and Vendor) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.

11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against

Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Term of the Agreement.** If awarded, the resulting Agreement with TIPS is for approximately two years with an option for renewal for an additional three consecutive one-year terms. The three consecutive one-year renewals shall renew automatically annually, unless either Party notifies the other of its objection to a renewal. TIPS reserves the right to object to and refuse any or all of the three consecutive one-year renewals.

Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be two-years from the Term Calculation Start Date.

Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "two-year" term, (which is subject to an extension(s)) will be May 31, 2025 in this example.

Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

Example of Option(s) for Renewal: In this example, if TIPS offers the first one-year renewal and the Contract Expiration Date is May 31, 2025, then the one-year renewal is effective from May 31, 2025 to May 31, 2026.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

13. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it is awarded, Vendor submitted, agreed to, and received TIPS' approval for pricing, coefficients, mark-ups, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services fall within the scope of the TIPS Contract and are priced according to Vendor's TIPS Pricing. TIPS reserves the right to review Vendor's proposals and quotes line-item by line-item to determine compliance. However, Vendor contractually agrees that all TIPS quotes and proposals shall be within the original terms of the Vendor's TIPS Pricing (scope, coefficients, percentage markups, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may approve Vendor's quotes and proposals without additional vetting at TIPS discretion.

14. **Indemnification of TIPS.** **VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF**

LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

15. **Indemnification and Assumption of Risk – Vendor Data.** **VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 13 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.**

16. **Intellectual Property Indemnification by Vendor. Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 13 and 14 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.

17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.

18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS

Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

19. **Vendor's Subcontractors.** TIPS recognizes that many vendors operate in the open market through the use of subcontractors. For that reason, TIPS permits Vendor to utilize subcontractors as authorized and permitted by the TIPS Member Customer. However, all purchase documents must include: (1) Vendor's Name, as known to TIPS, and; (2) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Vendor must report the sale pursuant to the terms herein and Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales even when subcontractors are utilized. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member to Vendor. The Parties intend that Vendor shall be responsible and for actions of subcontractors during a TIPS Sale. Vendor agrees that it is voluntarily authorizing subcontractors and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to subcontractor TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that a subcontractor caused Vendor of breach this Agreement.

20. **Circumvention of TIPS Sales**. When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

21. **State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

22. **Termination.**

A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.

B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term

E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

23. **Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.

24. **Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.

25. **Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.

26. **Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

27. **Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.

28. **Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

29. **Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.

30. **Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

31. **Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in

no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability:	$1,000,000 each Occurrence/Aggregate
Automobile Liability:	$300,000 Includes owned, hired & non-owned
Workers' Compensation:	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability:	$1,000,000 each Occurrence/Aggregate

32. **Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

33. **Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.

34. **Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

35. **Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

36. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.

37. **Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.

38. **Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

39. **Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.

40. **Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.

41. **Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with

all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

42. **Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.

43. **Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

44. **Wage Rates:** TIPS Member Customers often have to designate either Davis Bacon Act wage rates or similar wage rates for their construction contracts. The RS Means Unit Price Book accounts for local wage rates and the contractor must comply with RS Means and any additional wage rate requirements of the TIPS Member Customer.

45. **Engineering and Architectural Services:** It is impermissible in Texas and some other jurisdictions for engineering and architectural services (A&E) to be procured or provided through an interlocal cooperative contract such as this one. The TIPS Member Customer, if required by law, must engage independent A&E providers according to the laws of their jurisdiction.

46. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.

47. **Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art, music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees,

officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

48. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.

49. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

50. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

51. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

52. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

53. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS 230104 Trades, Labor, and Materials – Part 2

Vendor Name: Separation Systems Consultants, Inc

Vendor Address: 17041 El Camino Real Blvd., Ste. 200

City: Houston State: TX Zip Code: 77058

Vendor Authorized Signatory Name: Donald E. Hodges, P.E.

Vendor Authorized Signatory Title: Corporate Secretary & Director of Engineering

Vendor Authorized Signatory Phone: (281) 486-1943

Vendor Authorized Signatory Email: ssci@sscienvironmental.com

Vendor Authorized Signature: Donald E. Hodges Digitally signed by Donald E. Hodges Date: 2023.02.07 11:53:30 -06'00' Date: 02/07/2023

(*The following is for TIPS completion only*)

TIPS Authorized Signatory Name: Dr. David Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 5/4/2023



230104
Separation Systems Consultants Inc
Supplier Response

Event Information

Number: 230104
Title: Trades, Labor, and Materials (2 Part with JOC)
Type: Request for Proposal
Issue Date: 1/5/2023
Deadline: 2/17/2023 03:00 PM (CT)
Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

This is a two part solicitation. Part 1 is solicited for TIPS sales that are not considered a "public work" construction project. Part 1 permits the sale of goods and non-construction/non-"public work" services such as maintenance and minor repairs. Part 2 Job Order Contract (JOC) is solicited for projects considered by your TIPS Member Customers to be a "public work" construction project. The determination of whether or not a TIPS sale amounts to a "public work" construction project requiring a Part 2 JOC contract is made by the TIPS Member Customer at the time of each TIPS sale. Thus, Vendors are encouraged to respond to both Parts 1 and 2 in case your TIPS Member Customers require that a sale be made under one Part or the other. However, responding to both Parts is not required. Please see the attachment entitled TIPS

Informational – Do I Respond to Part 1, Part 2, or Both" for more information.

IF YOU CURRENTLY HOLD TIPS CONTRACT 200201 TRADES, LABOR AND MATERIALS ("200201"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 200201.

IF YOU HOLD A TIPS "TRADES, LABOR, AND MATERIALS" CONTRACT OTHER THAN 200201 AND YOU CHOOSE TO RESPOND HEREIN, YOUR EXISTING TIPS "TRADES, LABOR, AND MATERIALS" CONTRACT WILL BE TERMINATED AND REPLACED BY THIS CONTRACT UNLESS YOU ONLY HOLD "PART 1" OR "PART 2" AND ARE AWARDED HEREIN ON PART THAT YOU DO NOT YET HOLD.

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 200201 WHICH COVERS ALL OF YOUR OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS OR REPLACE YOUR EXISTING TIPS "TRADES, LABOR, AND MATERIALS" CONTRACT.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

Separation Systems Consultants Inc Information

Contact:	Lisa Landers
Address:	17041 El Camino Real Ste. 200 Houston, TX 77058
Phone:	(281) 486-1943
Fax:	(281) 486-7415
Toll Free:	(281) 486-1943
Email:	llanders@sscienvironmental.com
Web Address:	sscienvironmental.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Lisa Landers
Signature

llanders@sscienvironmental.com
Email

Submitted at 2/15/2023 09:20:00 AM (CT)

Requested Attachments

Pricing Form 1 (Part 1)

No response

If responding to Part 1, Pricing Form 1 (Part 1) must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Pricing Form 2 (Part 1)

No response

If responding to Part 1, Pricing Form 2 (Part 1) must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Alternate or Supplemental Pricing Documents (Part 1)

No response

Optional. If responding to Part 1, when completing Pricing Form 1 (Part 1) & Pricing Form 2 (Part 1), you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that Part 1 documentation.

Vendor Agreement (Part 1)

No response

If responding to Part 1, the Vendor Agreement must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement (Part 1), Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form (Part 1)

No response

If responding to Part 1 the Vendor Agreement Signature Form (Part 1) must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement (Part 1), Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Part 2 Required Bonding Capacity Letter

Surety Bond Brokers 01.30.23 ltr.pdf

If proposing on Part 2, Vendor is required to upload a Bonding Capacity Letter from its surety, as described herein, at this location. Please see the attachment entitled "Instructions and Sample - Part 2 Required Bonding Capacity Letter" for complete instructions. . On Part 2, Vendor will be scored on the aggregate bonding capacity displayed in the accepted letter. Vendor must provide a current letter (issued on or after the first day of the month preceding the date on which the solicitation was posted) from its surety verifying Vendor’s bonding capacity as described herein. (Ex. if the solicitation/bid posted on February 4, 2022, the letter must be dated on or after January 1 2022. The letter must be issued from Vendor’s Surety companies, on surety company letterhead, must specify the maximum bonding capacity of the Vendor, and must be signed by an authorized representative of the surety company. The issuing surety must be authorized to do business in the State of Texas and must be listed on the Department of the Treasury's Listing of Approved Sureties (Department Circular 570).

Optional Xactimate Response Attachment (Part 2)

No response

If proposing on Part 2, this pricing method is optional and CANNOT be used instead of the required RS Means Pricing on Part 2. RS Means Pricing is required on Part 2 but Vendor may submit this pricing option in addition to the required RS Means Pricing and the two pricing scores will be averaged for Part 2. If desired, the Optional Additional Xactimate Pricing Form (Part 2) may be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Vendor Agreement (Part 2)

230104 Vendor Agreement - JOC (Part 2) v1.pdf

If responding to Part 2, the Vendor Agreement (Part 2) must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement (Part 2), Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form (Part 2)

230104 Vendor Agreement Signature Form (Part 2) v2.pdf

If responding to Part 2, the Vendor Agreement Signature Form (Part 2) must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement (Part 2), Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Reference Form

Reference_Form_JOC_(Parts_1_&_2)_v3.xls

The Reference Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

Required Confidentiality Claim Form

230104 Required Confidentiality Claim Form.pdf

The Required Confidentiality Claim Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Conflict of Interest Questionnaire - Form CIQ

No response

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement – Form CIQ – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Disclosure of Lobbying Activities - Standard Form - LLL

No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Current Form W-9

SSCI W9 -2023.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Certificates & Licenses (Supplemental Vendor Information Only)

SSCI 2023 Certificates v3.pdf

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)

WHAT WE DO.pdf

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location.
These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Logo (Supplemental Vendor Information Only)

SSCI Logo.jpg

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Response Attachments

SSCI Additonal Services.pdf

Additional Services available

Bid Attributes

1	**Disadvantaged/Minority/Women Business & Federal HUBZone** Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor? If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location. YES
2	**Historically Underutilized Business (HUB)** Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor? If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location. Yes
3	**National Coverage** Can the Vendor provide its proposed goods and services to all 50 US States? No
4	**States Served** If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings. Primarily Lower 58; Especially TX, LA, GA, OK, NM; Excludes CA

5 Description of Vendor Entity and Vendor's Goods & Services

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

Separation Systems Consultants, Inc. (SSCI) is a multi-disciplinary environmental consulting, construction, engineering, and field remediation firm with diverse capabilities and experience. SSCI regularly provides demolition, repairs, abatement, remediation, other construction services, project management, and general project management to government agencies and the private sector. SSCI is a certified Woman-Owned (WBE), Historically Underutilized Business (HUB), and Small Business Enterprise (SBE) that has had a local presence in southeast Texas for over 38 years. SSCI's approach to problem solving consists of responding rapidly with a creative and effective solution designed to specifically meet clients' needs. Maintaining this basic philosophy has been the key to SSCI's successful relationships and has assured that clients consistently received cost-effective, environmentally-sound solutions to today's ever-changing construction, abatement and remediation challenges. SSCI specializes in fuel systems, detention and stormwater systems, eco paving and advanced remediation equipment.

6 Primary Contact Name

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Jo Drake

7 Primary Contact Title

Primary Contact Title

Director

8 Primary Contact Email

Please enter a valid email address that will definitely reach the Primary Contact.

ssci@sscienvironmental.com

9 Primary Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

2814861943

10 Primary Contact Fax

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

2814867415

11 Primary Contact Mobile

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

2817974248

12 **Secondary Contact Name**

Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

Donald E. Hodges, P.E.

13 **Secondary Contact Title**

Secondary Contact Title

Director

14 **Secondary Contact Email**

Please enter a valid email address that will definitely reach the Secondary Contact.

ssci@sscienvironmental.com

15 **Secondary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

2814861943

16 **Secondary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

2817974248

17 **Secondary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

2818983105

18 **Administration Fee Contact Name**

Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.

Lisa Landers

19 **Administration Fee Contact Email**

Please enter a valid email address that will definitely reach the Administration Fee Contact.

llanders@sscienvironmental.cmo

20 **Administration Fee Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

2814861943

21 **Purchase Order and Sales Contact Name**

Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

Jo Drake

22 **Purchase Order and Sales Contact Email**

Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

jdrake@sscienvironmental.com

23 **Purchase Order and Sales Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

2814861943

24 **Company Website**

Company Website (Format - www.company.com)

www.sscienvironmental.com

25 **Entity D/B/A's and Assumed Names**

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

SSCI - Environmental; SSCI - Real Estate; SSCI - Engineering

26 **Primary Address**

Primary Address

17041 El Camino Real Blvd, Ste. 200

27 **Primary Address City**

Primary Address City

Houston

28 **Primary Address State**

Primary Address State (2 Digit Abbreviation)

TX

29 **Primary Address Zip**

Primary Address Zip

77058

30 Search Words Identifying Vendor

Please list all search words and phrases to be included in the TIPS database related to your entity. ***Do not*** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

Environmental cleanups; UST, AST and PST facilities; Remediation, Construction, Renovation, Improvement, Repair, Generators, Asbestos, Lead Paint, Mold, Demolitions, Abatement, Fueling Systems, Design, Installation, Removal, Closure & Remediation; Hazardous Waste; Project Oversight; Detention & Retention Ponds; Oilfield Services; Special Services; Stormwater Facilities; Waste Management; Operations & Maintenance Plans; Planning; Safety & OSHA Procedures & Protocols; QA/Risk Assurance; Material Sampling, Analysis, & Testing; Contractor Procurement & Oversight; Quality Assurance & Control; Remedial System Installation, Operation, Maintenance; Permitting Plans; Compliance; Pond Inspections, Repair, Maintenance; Vegetation management; Trash & Debris; Sediment; Secondary Containment; Leak Detection; Fire Protection; Troubleshooting; Fuel Monitoring & Management Systems; Veeder-Root; Tank Cleaning; Cathodic Protection & Isolation; Geologic Evaluation; Soil & Groundwater Sampling & Analysis; Environmental Restoration; Vapor Encroachment Abatement; UST Licensed; Storm Water Pollution Prevention, Spill Prevention (SPCC); Waste Characterization; Site Classification; Critical Habitat Restoration; Archaeological Preservation; Ordinary Highwater Mark Determination (OHMD); Trails Construction; Manhole Repair; Stormtrooper; Stormwater Interceptors; Detention Ponds; Fuel Master; Petro Vend; INCON Evo; Stormceptor; Riser Pipe; Drainage System; Storm Water Quality Management (SWQ); Oilfield cleanup; On-site treatments; Waste transport and disposal; Lab packing and drum disposal; Site dressing; Marsh, Swamp and Upland Restoration and cleanup; Plume Delineating; ASTM and TX Railroad Commission protocols; highway flagging; Vapor recovery systems; SPCC, OPA, SWPPP, SWQMP.

31 Certification of Vendor Residency (Required by the State of Texas)

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; ***or*** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

Yes

32 Vendor's Principal Place of Business (City)

In what city is Vendor's principal place of business located?

Houston

33 Vendor's Principal Place of Business (State)

In what state is Vendor's principal place of business located?

Texas

34 Vendor's Years in Business

How many years has the business submitting this proposal been operating in its current capacity and field of work?

36

35 **Certification Regarding Entire TIPS Agreement for Part 1 and Part 2 Contracts**

This is a two part solicitation. Part 1 is solicited for TIPS sales that are not considered a "public work" construction project. Part 1 permits the sale of goods and non-construction/non-"public work" services such as maintenance and minor repairs. Part 2 Job Order Contract (JOC) is solicited for projects considered by your TIPS Member Customers to be a "public work" construction project. The determination of whether or not a TIPS sale amounts to a "public work" construction project requiring a Part 2 JOC contract is made by the TIPS Member Customer at the time of each TIPS sale. Thus, Vendors are encouraged to respond to both Parts 1 and 2 in case your TIPS Member Customers require that a sale be made under one Part or the other. However, responding to both Parts is not required. If Vendor responds and is awarded to both Parts, Vendor will have one contract for Part 1 and a separate contract for Part 2.

Vendor agrees that, if awarded, Vendor's final TIPS Contract(s), for either Part 1, Part 2, or both Parts, will consist of the provisions set forth in the corresponding finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in the Agreement; (2) Any addenda or clarifications issued in relation to the corresponding TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the corresponding TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes

36 **Minimum Percentage Discount Offered to TIPS Members on all Part 1 Goods and Services (READ CAREFULLY)**

Please read thoroughly and carefully as an error on your response can render your Part 1 contract award unusable. If you are not proposing on Part 1, you must still respond to proceed but it will not apply to you unless you decide to propose and are awarded on Part 1.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

If awarded on Part 1, what is the minimum percentage discount that you can offer TIPS Members off of all Part 1 goods and service pricing that you offer?

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your Part 1 "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published Part 1 "Catalog Pricing" (website/store/published pricing) for "Material A" is $100 and for "Material A Maintenance Service" is $100. In this example, you must sell those items under the Part 1 TIPS Contract at the proposed 10% discounted price of: "Material A" - $90, "Material A Maintenance Service" - $90. In year two of your TIPS Contract, you update your Part 1 "Catalog Pricing" with the market. You add "Material B" to your "Catalog Pricing" for $200 and have increased the price of "Material A" to $110 and the price of "Material A Maintenance Service" to $110. In this example, after the Part 1 "Catalog Pricing" update, you must still sell those items under the Part 1 TIPS Contract at the proposed 10% discounted price of: "Material A" - $99, "Material A Maintenance Service" - $99, and "Material B" - $180.00.

If you cannot honor the discount on all Part 1 goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

If awarded on Part 1, what is the minimum percentage discount that you can offer TIPS Members off of all Part 1 goods and service pricing that you offer?

0.05%

37	**Honoring Vendor's Part 1 Minimum Percentage Discount** Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all Part 1 goods and services sold under the TIPS Contract. If proposing on Part 1, points will be assigned for your response and scoring of your Part 1 proposal will be affected. On your Part 1 evaluation, a "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points. If you are not proposing on Part 1, you must still answer to proceed but this term will not apply to you or affect your scoring unless you decide to propose and are awarded on Part 1. If awarded on Part 1, does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract? Yes
38	**Volume and Additional Discounts** In addition to the Part 1 Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members? If proposing on Part 1, point(s) may be assigned for your response in the Part 1 category of "Pricing" during scoring and evaluation. If you are not proposing on Part 1, you must respond to proceed but no points will be assigned for your response. Yes

39 **Part 1 "Catalog Pricing" and Pricing Requirements**

This is a requirement of the Part 1 TIPS Contract and is non-negotiable. If you are not proposing on Part 1, you must still agree to proceed but it will not apply to you unless you decide to propose and are awarded on Part 1.

In this solicitation and resulting contract, Part 1 "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

A. is regularly maintained by the manufacturer or Vendor of an item; and

B. is either published or otherwise available for review by TIPS or a customer during the purchase process;

C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on Part 1 of this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

YES

40 **REQUIRED FOR PART 2 - Vendor's Regular Hours RS Means Coefficient**

What is Vendor's Regular Hours RS Means Coefficient?

The RS Means Price Book is a unit price book adjusted for different geographic areas by using the City Cost Index for each location. You may visit https://www.rsmeans.com for more information.

You must review the TIPS Part 2 RS Means JOC Pricing Explanation & Rubric under the "Attachments" tab prior to responding herein.

To propose the RS Means Price Book pricing exactly, Vendor would insert a 1.0 as their Regular Hours RS Means Coefficient below, to propose a 5% discount off of the RS Means Price Book Vendor would insert a .95 as their Regular Hours RS Means Coefficient below. To see the full scoring rubric and use TIPS scoring calculator, please view the TIPS RS Means JOC Pricing Explanation & Rubric under the "Attachments" tab.

Insert Vendor's Regular Hours RS Means Coefficient below.

1.1

41 **REQUIRED FOR PART 2 - Vendor's After-Hours RS Means Coefficient**

What is Vendor's After-Hours RS Means Coefficient?

The RS Means Price Book is a unit price book adjusted for different geographic areas by using the City Cost Index for each location. You may visit https://www.rsmeans.com for more information.

You must review the TIPS Part 2 RS Means JOC Pricing Explanation & Rubric under the "Attachments" tab prior to responding herein.

The most common After-Hours RS Means Coefficient is "time-and-a-half" of the standard RS Means Unit Price Book. For example, if Vendor's Regular Hours Coefficient above is .95, Vendor would assert an After-Hours RS Means Coefficient of 1.45 for "time-and-a-half" pricing. To see the full scoring rubric and use TIPS scoring calculator, please view the TIPS RS Means JOC Pricing Explanation & Rubric under the "Attachments" tab.

Insert Vendor's After-Hours RS Means Coefficient below.

1.6

42 **REQUIRED FOR PART 2 - Vendor's Percentage Markup of Items not Pre-Priced within the RS Means Price Book**

Here, Vendor must enter a percentage, not a coefficient.

If Vendor sells items which cannot be found in the RS Means Price Book, at what Percentage Markup does Vendor agree to sell those Non Pre-Priced items? This is a maximum Percentage Markup and Vendor may always offer customers a lesser markup.

Example: In this example, Vendor is selling a project to a TIPS Member school district and some of the contract pricing for special materials cannot be verified because it cannot be found in the RS Means Price book. Vendor may sell those specialty items to the Member this percentage markup from cost. In this example, if one of the specialty items cost Vendor $100 from the manufacturer and Vendor proposed a Percentage Markup of 30% here, then Vendor could sell the item to the TIPS Customer for $130.00 or less in this example.

Vendor must provide TIPS with manufacturer documentation reflecting the cost of any non pre-priced item at the time of the TIPS sale so that TIPS can verify that the proposed percentage markup is being honored.

What is Vendor's Percentage Markup of items not Pre-Priced within the RS Means Price Book?

50%

43	**REQUIRED FOR PART 2 - TIPS Pricing and Line Item Estimate Pricing Requirements** **<u>This is a requirement of the Part 2 TIPS Contract and is non-negotiable. If you are not proposing on Part 2, you must still agree to proceed but it will not apply to you unless you decide to propose and are awarded on Part 2.</u>** Vendor must respond to the required pricing attributes above seeking RS Means coefficients and a percentage markup if seeking to propose on Part 2. If awarded on Part 2 of this TIPS Contract, for the duration of the contract, Vendor agrees to provide a RS Means line-item estimate to TIPS for each anticipated Part 2 TIPS project or sale. Or, in limited circumstances in contracts where Xactimate pricing is also expressly permitted and Vendor also submits Xactimate pricing under Part 2, Vendor may instead provide an Xactimate line-item estimate to TIPS. However, Vendor agrees that when a TIPS Member Customer seeks a quote for a Part 2 TIPS sale, Vendor will always supply a line-item estimate to TIPS for review and approval. Yes, Vendor agrees
44	**EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS** Vendor agrees that, if awarded, Vendor's final TIPS Part 1 and/or Part 2 Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The corresponding TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the corresponding TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the corresponding TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion. If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award. Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document? Yes

45 TIPS Sales Reporting Requirements

This is a requirement of the TIPS Contract and is non-negotiable.

By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either:

(1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or;

(2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement.

No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.

46 TIPS Administration Fee Requirement and Acknowledgment

This is a requirement of the TIPS Contract and is non-negotiable.

The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale.

By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.

47 TIPS Member Access to Vendor Proposal & Documentation

This is a requirement of the TIPS Contract and is non-negotiable.

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

48 **Non-Collusive Bidding Certificate**

This is a requirement of the TIPS Contract and is non-negotiable.

By submission of this proposal, the Vendor certifies that:

1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor;

2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor:

3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and

4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

49 **Antitrust Certification Statements (Tex. Government Code § 2155.005)**

This is a requirement of the TIPS Contract and is non-negotiable.

By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein;

(2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law;

(4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

50 **Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272**

This is a requirement of the TIPS Contract and is non-negotiable.

Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work.

By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

5 1 Required Confidentiality Claim Form

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.

If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

5 2 Non-Discrimination Statement and Certification

This is a requirement of the TIPS Contract and is non-negotiable.

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).

Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

☑ Yes, I certify (Yes)

5 3 Limitation of Vendor Indemnification and Similar Clauses

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

☑ Yes, I Agree (Yes)

54 **Alternative Dispute Resolution Limitations**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

Yes

55 **No Waiver of TIPS Immunity**

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

☑ Yes, Vendor agrees (Yes)

56 **Payment Terms and Funding Out Clause**

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

☑ Yes, Vendor agrees (Yes)

57 **Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)**

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

Yes

58 **Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with 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.

When applicable, does Vendor certify?

Yes

59 **Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)**

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

Yes

60	**Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)** If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this Agreement, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association." "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." When applicable, does Vendor certify? Yes

61	**Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)** If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required. As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter." Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member. When applicable, does Vendor certify? Yes

62 **Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes

63 **Felony Conviction Notice - Texas Education Code 44.034**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Subsection (c) states, "This section does not apply to a publicly held corporation.

Vendor certifies one of the following:

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;

B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

B. My firm is not owned nor operated by felon.

64 **Felony Conviction Notice - Texas Education Code 44.034 - Continued**

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)

2. The Felon(s) title/role in Vendor's entity, and

3. Details of Felon(s) Conviction(s).

No response

65 **Conflict of Interest Questionnaire Requirement**

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

(1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of our local governmental entity.

(4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes

66 **Conflict of Interest Questionnaire Requirement - Form CIQ - Continued**

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."
Have you uploaded this form if applicable?

Yes

67 **Upload of Current W-9 Required**

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

68 **Regulatory Good Standing Certification**

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes

69	**Regulatory Good Standing Certification - Explanation - Continued** If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration. *No response*

70	**Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion** **Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion** 1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions. 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment. 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions. 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List. 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

71 **Suspension or Debarment Certification**

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

Yes

72 **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

DEFINITIONS

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Vendor certifies:

NONE (Section A): None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

None

73	**Certification Regarding "Choice of Law" Terms with TIPS Members** Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes
74	**Certification Regarding "Venue" Terms with TIPS Members** Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes
75	**Certification Regarding "Automatic Renewal" Terms with TIPS Members** Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes

76	**Certification Regarding "Indemnity" Terms with TIPS Members** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes
77	**Certification Regarding "Arbitration" Terms with TIPS Members** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may ***not*** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes
78	**2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION** TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as "EDGAR"),Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor. Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.** If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

79	**2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds** This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) ***Accepting such funds often requires additional required certifications and responsibilities for Vendor.*** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members. If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds? Yes
80	**2 CFR Part 200 or Federal Provision - Contracts** Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Does vendor agree? Yes
81	**2 CFR Part 200 or Federal Provision - Termination** Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS. Does vendor agree? Yes

82	**2 CFR Part 200 or Federal Provision - Clean Air Act** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree? Yes

83	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Does Vendor agree? Yes

84 **2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor certify that it has NOT lobbied as described herein?

Yes

85 **2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued**

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

86 **2 CFR Part 200 or Federal Provision - Federal Rule**

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?

Yes

87	**2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Does vendor certify that it is in compliance with these provisions? Yes
88	**2 CFR Part 200 or Federal Provision - Rights to Inventions** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above. Does vendor certify? Yes

89	**2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions** As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber. Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Does Vendor Certify? Yes

90

2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

Yes

91

2 CFR Part 200 or Federal Provision - Contract Cost & Price

For contracts more than the simplified acquisition threshold currently set at $250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes

92

2 CFR Part 200 or Federal Provision - Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes

93	**2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance** Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable. Does Vendor certify? Yes
94	**2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards** Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act. Does Vendor certify? Yes

95 **2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records**

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

Yes, Vendor certifies

96 **2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act**

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

Yes

97	**2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy** Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. Does Vendor certify? Yes
98	**2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations** For contracts resulting from this procurement, in excess of $100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15. Does Vendor certify? Yes
99	**2 CFR Part 200 or Federal Provision - Record Retention Requirements** For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed. Does Vendor certify? Yes
100	**2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question. Yes

101

2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.

Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

Does Vendor certify?

Yes

102

ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY

By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers.

Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

TIPS 230104 Trades, Labor, and Materials (2 Part with JOC)	Separation Systems Consultants, Inc.

TIPS REFERENCE FORM

All requested information must be typed and uploaded in Excel format. TIPS will reach out via the emails provided so please ensure that they are typed and accurate. Do not handwrite or upload in any format other than Excel. Emails provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be paying customers, not affiliates/partners/manufacturers/resellers, etc.

You must provide below at least five (5) references from five different entity customers, preferably government or non-profit entities, who have purchased goods or services from your vendor entity within the last three years.

Customer Entity Name	Customer Contact Name	Valid Contact Email	Valid Contact Phone
Houston Community College (HCC)	R. Lynn Roberts	Ronald.roberts@hccs.edu	713-718-7561
Galveston Naval Museum	Ann Hobing	ahobing@galvestonparkboard.org	409-797-5172
Alief ISD	Glenn Jarrett	Glenn.Jarrett@liefisd.net	281-498-8110 x 29560
City of Houston	Gabriel Mussio	gabriel.mussio@houstontx.gov	832-393-8079
Harris County Engineering Dept.	Teresa Beavers, P.E.	teresa.beavers@harriscountytx.gov	713-274-3612

TIPS CONTRACT 230104

REQUIRED CONFIDENTIALITY CLAIM FORM

(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)

Vendor Entity Name: Separation Systems Consultants, Inc.

Vendor Authorized Signatory Name: Donald E. Hodges, P.E.

Vendor Authorized Signatory Title: Corporate Secretary & Director of Engineering

Vendor Authorized Signatory Email: ssci@sscienvironmental.com

Vendor Address: 17041 El Camino Real Blvd., Ste. 200

City: Houston State: TX Zip Code: 77058

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute ***Option 1 only*** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

Authorized Signature: _____

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: Donald E Hodges

SURETY
BOND BROKERS

January 30, 2023

Re: Separation System Consultants, Inc.

To Whom It May Concern:

This is to advise you that Surety Bond Brokers, Inc. provides bid, performance, and payment bonds for Separation System Consultants, Inc. The name of their surety is United States Fire Insurance Company, which carries an A.M. Best Rating of A and it is listed in the Department of Treasury's Federal Register.

Based upon normal and standard underwriting criteria at the time of the request, United States Fire Insurance Company should be in a position to provide Separation System Consultants, Inc. Performance and Payment Bonds for single projects in the amount of $1,000,000 and aggregate support in the amount of $3,000,000. We reserve the right to review final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds.

Separation System Consultants, Inc. is an excellent contractor, and we hold them in highest regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference requested by our respected client. We assume no liability to the Obligee, or its affiliates if for any reason we do not execute such bonds.

If you should have any questions, please do not hesitate to give me a call.

Sincerely,

Meghann Turner

AUSTIN OFFICE
P.O. Box 28663 · Austin, TX 78755 · 512-900-8793

BATON ROUGE OFFICE
6709 Perkins Road · Baton Rouge, LA 70808 · 225-757-9191

www.suretybondbrokers.com

VENDOR SUPPLEMENTAL INFORMATION

TIPS permits Vendors to submit supplemental documentation and information ("Vendor Supplemental Information") with their proposals to display to TIPS Member Customers their qualifications, offerings, and special terms. The following documents are for marketing and informational purposes only. They are not terms of Vendor's TIPS Contract. If the Vendor Supplemental Information herein contains any warranties, terms, or conditions, the TIPS Member Customer may review and determine whether or not those are applicable and acceptable for any TIPS purchase before proceeding. If the Vendor Supplemental Information contains any licenses or certificates, TIPS encourages the TIPS Member Customer to ensure current accuracy at the time of a TIPS purchase.

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at http://comptroller.texas.gov/procurement/prog/hub/ and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing addition information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number:	**1760192206900**
File/Vendor Number:	**74443**
Approval Date:	**01-MAR-2019**
Scheduled Expiration Date:	**01-MAR-2023**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

SEPARATION SYSTEMS CONSULTANTS, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 08-AUG-2019, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Statewide HUB Program
Statewide Procurement Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (**https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

Rev. 06/19

Registration - Update Account

You are logged in as:

17601922069 00
SEPARATION SYSTEMS CONSULTANTS, INC.

Account Type:
Both CMBL and HUB

Business Type:
Corporation

CMBL Expiration Date:
28-Aug-2023

HUB Expiration Date:
01-Mar-2023

User ID:

sscienv1
Landers, Lisa
281-486-1943
204.64.105.153

Business Account Update

Review Details

Please review the information below to confirm your entries. To make any changes, click the Edit link next to each entry or click on a specific step in the Setup Steps menu.

Changes to your Profile will not be complete until you click on Update Registration at the bottom of the page.

Pay CMBL Fee - Please click on Update Registration at the bottom of the page to proceed to payment.

NOTE: This profile is not available for updates at this time. New and updated accounts are locked for processing. Please try again in 30 minutes.

Setup Steps:

- General Business Information
  1. Account Type
  2. Business Type
  3. Business Information
  4. Physical Address
  5. Contact Information
- Vendor Information
  1. Organization Details
  2. Bid Contact
  3. Highway Districts
  4. Class Codes
- Review Application
  1. Review Details
- Finalize Registration

Business Structure Type: Edit

Business Structure:	Corporation

Name and Mailing Address: Edit

Organization Name:	SEPARATION SYSTEMS CONSULTANTS, INC.
Federal Tax ID:	760192206
Country:	USA
Address:	17041 EL CAMINO REAL STE 200
City / State / Zip:	HOUSTON, TX 77058 2646
County:	HARRIS
Business Phone:	281-486-1943
Business Fax:	281-486-7415
Web Page Url:	http://www.sscienvironmental.com

Physical Address: Edit

Country:	USA
Address:	17041 EL CAMINO REAL STE 200
City / State / Zip:	HOUSTON, TX 77058 2646
County:	HARRIS

Primary Organization Contact: Edit

Certificate of Registration

Texas Residential Construction Commission

Hereby Certifies that

Separation Systems Consultants Inc
17041 El Camino Real Ste 200
Houston, TX 77058-2646

Has Met the Statutory Requirements

As a

Registered Builder
No. 43401

In the State of Texas

Issued on

Monday, June 15, 2009

Paulo Flores, Chairman

A. Duane Waddill, Executive Director

TEXAS BOARD OF PROFESSIONAL GEOSCIENTISTS

P.O. Box 13225 • Austin, Texas 78711 • (512) 936-4400 • fax (512) 936-4409
Website: www.tbpg.state.tx.us

September 7, 2022

SEPARATION SYSTEMS CONSULTANTS INC
ATTN: LISA LANDERS
17041 EL CAMINO REAL #200
HOUSTON, TX 77058

Regarding your Geoscience Firm Registration, #50110:

Your firm's application to the Texas Board of Professional Geoscientists as a Registered Geoscience Firm has been approved. Enclosed is your wallet registration card with the current expiration date. Also included is an additional registration card that may be kept with the wall registration certificate. Please note that the wall certificate may not be valid proof of registration unless the current registration card is accompanying it. You will receive updated cards upon each annual renewal.

Please note that you exercise reasonable care to prevent potential violations of the Texas Geoscience Practice Act and Board rules as found on the TBPG website, and be aware of your obligations to protect health, safety, and welfare in the State of Texas. For additional information, please visit our website at www.tbpg.state.tx.us or call 512-936-4400.

On behalf of the TBPG Licensing Staff, thank you!

Rene David Truan
Executive Director
Texas Board of Professional Geoscientists

SEPARATION SYSTEMS CONSULTANTS INC
Geoscience Firm
Registration #50110
Expires October 31, 2023

In accordance with the provisions of the Texas Geoscience Practice Act, the Texas Board of Professional Geoscientists hereby certifies that the above named entity has been approved as a Registered Geoscience Firm.

Becky L. Johnson, PG, TBPG Chairman

SEPARATION SYSTEMS CONSULTANTS INC
Geoscience Firm
Registration #50110
Expires October 31, 2023

In accordance with the provisions of the Texas Geoscience Practice Act, the Texas Board of Professional Geoscientists hereby certifies that the above named entity has been approved as a Registered Geoscience Firm.

Becky L. Johnson, PG, TBPG Chairman

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

SEPARATION SYSTEMS CONSULTANTS INC

has fulfilled the requirements in accordance with the laws of the State of Texas for

UST CONTRACTOR

Registration Number: CRP000190
Issue Date: 05/29/2020
Expiration Date: 06/30/2023

Executive Director
Texas Commission on Environmental Quality

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

SEPARATION SYSTEMS CONSULTANTS INC

has fulfilled the requirements in accordance with the laws of the State of Texas for

LPST CORRECTIVE ACTION SPECIALIST

License Number:	RCAS00076
Issue Date:	11/19/2020
Expiration Date:	12/28/2023

Executive Director
Texas Commission on Environmental Quality

Texas Department of State Health Services

BE IT KNOWN THAT

SEPARATION SYSTEMS CONSULTANTS INC

is certified to perform as a

Lead Firm

in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas Occupations Code, Chapter 1955 and Title 25, Texas Administrative Code, Chapter 295 relating to Texas Environmental Lead Reduction, as long as this license is not suspended or revoked.

Certification Number: 2110041

Expiration Date: 09/17/2023

John Hellerstedt, M.D.,
Commissioner of Health

Control Number: 7297

(Void After Expiration Date)

VOID IF ALTERED NON-TRANSFERABLE

SEE BACK

Texas Department of State Health Services

SEPARATION SYSTEMS CONSULTANTS INC

is certified to perform as an

Asbestos Management Planner Agency

in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas Occupations Code, Chapter 1954 and Title 12, Texas Administrative Code, Chapter 295 relating to Texas Asbestos Health Protection, as long as this license is not suspended or revoked.

License Number: 200059

Expiration Date: 06/25/2023

Control Number: 95709

John Hellerstedt, M.D.,
Commissioner of Health

(Void After Expiration Date)

VOID IF ALTERED NON-TRANSFERABLE

SEE BACK

NWBOC

WWW.NWBOC.ORG

RCW22321

CERTIFICATION NUMBER

09/14/24

EXPIRATION DATE

Certifies that:

Separation Systems Consultants, Inc.

has successfully met the requirements of the NWBOC national certification program for certification as a woman-owned and woman-controlled business.

The identified business has qualified as an eligible Woman Business Enterprise (WBE) as set forth in NWBOC standards and procedures.

PHYLLIS HILL SLATER
Board Chair, NWBOC

541330, 541380, 562910, 562998

NAICS Code(s)

09/15/21

Date

WWW.NWBOC.ORG

INFO@NWBOC.ORG | 800-794-6140 | 1101 East Cumberland Ave, Suite #301, Tampa, Florida 33602

TAMPERING OR ALTERING THIS CERTIFICATE IS, IN THE DISCRETION OF NWBOC, GROUNDS FOR TERMINATION OF CERTIFICATION.

WBENC

WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Separation Systems Consultants, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Alliance, a WBENC Regional Partner Organization.

Certification Granted: June 30, 2016
Expiration Date: June 30, 2023
WBENC National Certification Number: 2005128998

Authorized by April Day, President Women's Business Enterprise Alliance

WBEA

NAICS: 541620, 541330, 541380, 541990, 562910
UNSPSC: 77000000, 77101505

WBENC

WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

HEREBY GRANTS
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO

Separation Systems Consultants, Inc.

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change to the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

Majority Female Owner: Helen Hodges
NAICS: 541990, 541330, 541380, 541620, 562910 UNSPSC: 77000000, 77101505
Certification Number: WOSB170420
Renewal Date: June 30, 2023
WOSB Regulation Expiration Date: 06/30/2023

WBEA

April Day, Women's Business Enterprise Alliance President

Pamela Prince-Easton, WBENC President & CEO

LaKesha White, Vice President, Certification

Texas Department of Transportation

125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.416.4700 | WWW.TXDOT.GOV

2/19/2021

Helen Hodges
Owner
Separation Systems Consultants, Inc. dba SSCI Environmental
17041 El Camino Real, Ste 200
Houston, TX 77058

Re: Small Business Enterprise (SBE) Program Continued Certification

Dear Ms. Hodges:

Effective 10/01/2020, A firm that is certified by any of the Texas Unified Certification Program (TUCP) certification partners under 49 CFR Part 26 is automatically DBE and SBE certified with TxDOT. Your SBE Renewal Application has been closed. Your firm's SBE certification with TxDOT will continue provided your firm remains DBE certified.

For a list of contracting opportunities visit our website at www.txdot.gov.

If you have any questions, please contact Christina Calvo at (512) 486-5510.

Sincerely,

Michael D. Bryant
Director
Civil Rights Division

Please print this page and cut out the certificate below.
NOTE: Print using **landscape mode** for best results.
(close page after printing)

Instructions on how to print in landscape vary based on your browser and your printer. We suggest clicking on your browser's "**File**" menu and selecting "**Print Preview**", then orienting the page to landscape by using the buttons on the top of the Preview page.



SSCI

Environmental and Consulting Services

Separation Systems Consultants, Inc.
17041 El Camino Real, Suite 200
Houston, Texas 77058-2629
www.sscienvironmental.com

Sound Solutions



FOR A BETTER FUTURE AND
A BETTER ENVIRONMENT

SSCI
Environmental and
Consulting Services

TODAY, ENVIRONMENTAL AND SAFETY SERVICES are needed by almost every business. Bankers, developers, realtors, schools, municipalities, hospitals and small business owners must often comply with a maze of complex environmental regulations and, to the extent possible, control their own destinies. But control in the costly environmental arena, where solutions often bring even more challenges, requires taking appropriate, well-thought-out and timely action.

LET SSCI LEAD YOUR COMPANY through this maze with our ***Sound Solutions*** approach. SEPARATIONS SYSTEMS CONSULTANTS, INC. (SSCI) is a strong team focused on quality work, innovative but proven methods of environmental management and field remediation services.

SSCI'S FULL COMPLEMENT OF SERVICES is designed specifically to meet the broad spectrum of today's environmental challenges so that you stay in control. Count on SSCI to deliver the sound solutions you need.

SERVICE SINCE 1986 · SSCI · SEPARATION SYSTEMS CONSULTANTS, INC.

"Getting the job done
is priority number one,
not prolonging our participation.
We're looking out for our client
because we see that as our job."

— Helen I. Hodges, President and CEO

Waste Management, Oilfield and NORM Assessments and Clean Ups

OUR PROGRAMS AND SERVICES are tailored to complement capabilities within your company.

- Site assessments, waste characterization and site classification
- Permitting and closure plan development
- Closure via on-site treatment, waste transportation and/or off-site waste disposal
- Project management and compliance verification
- Health and safety oversight
- Environmental restoration, reworking and other site dressing

Waste Management

SSCI will manage your entire waste operation or provide selected services at a competitive price with no surprises. Cost-effective waste operating recommendations are made to reduce volumes and disposal costs.

Oilfield

SSCI has closed hundreds of waste pits and wells in marsh, swamp and upland areas.

NORM and Radioactive Materials

SSCI's extensive experience assures that you get accurate data, targeted assessments, cost-effective solutions and safe field work.

Corporate Office
17041 El Camino Real, Suite 200
Houston, Texas 77058
281-486-1943 • Fax: 281-486-7415
ssci@sscienvironmental.com

Nationwide
1-800-324-7724

Austin 512-989-2041
Dallas 972-980-0227
Louisiana 985-876-4080

WWW.SSCIENVIRONMENTAL.COM

Risk-Based Corrective Action, Remediation and Closure

SSCI OFFERS A PHASED APPROACH to site remediation and closure. We apply our extensive experience and knowledge of risk-based closures to create a customized solution for each situation. Typicaly steps include:

Site Characterization

- Soil and groundwater quality and impact investigations
- Hydrogeologic assessments
- Natural attenuation demonstrations

Human Health and Ecological Risk Assessment

- Contaminant fate and transport modeling
- Federal, state and ASTM protocols
- Aquatic ecology specialization

Remedial Design and Construction Management

- Integrate risk assessment and remedial design
- Contractor procurement and oversight
- Quality assurance/quality control
- Development of construction specifications
- Implementation of remedial action
- Remedial system installation, operation and maintenance

Regulatory Negotiation

- Risk-based cleanup levels
- Reduction of monitoring parameters/frequency
- Constructive regulatory relationships

SSCI is Certified and Qualified

- SSCI has over 20 years of services experience. Our staff has over 200 years of combined experience.
- SSCI is certified as a HUB, W/DBE and SBE.
- SSCI has been awarded a Federal Supply (FSA) Schedule and a Texas Central Purchasing Network (TCPN) contract. Visit WWW.GSA.GOV, SERVICES, ENVIRONMENTAL and WWW.TCPN.ORG, VENDORS for more information.



THE SSCI MISSION:
To provide technically correct, cost effective and timely solutions to each customer's unique environmental needs while creating a rewarding and diversified environment for all stakeholders.

Professional and Technical Training

SSCI DELIVERS CUSTOMIZED TRAINING using practical techniques, the latest equipment, hands-on demonstrations and field exercises. Courses may be held at SSCI's training facilities or at your location. Courses include:

- HAZWOPER (initial and refresher)
- UST licensing (initial and refresher)
- Confined space and lockout/tagout
- Hazard communication, fall protection
- Respiratory protection
- Highway safety, flagging
- Storm water pollution prevention, spill prevention
- HazMat employee, driver, supervisor
- *Other* OSHA, EPA *and* DOT *training available on request.*

Training and assistance is provided at no cost to approved TX-DOT certified DBEs. Call to find out if you qualify.

CUSTOMIZED facility and project-specific training is a specialty. SSCI also reviews existing training programs, operating procedures and record-keeping practices.

CALL FOR AN OVERVIEW of training regulations that apply to your business.

Engineering and Consulting Services

SSCI'S EXPERIENCED TEAM OFFERS your company extensive design, operations and management capabilities:

General Engineering

- Project design management and engineering
- Installations, removals and disposals
- Fuel system management and troubleshooting
- Leak detection and monitoring
- Upgrades, repairs, vapor recovery systems
- Site remediation
- Compliance and enforcement assistance

Permitting and Compliance Services

- Health, safety and environmental audits, permits and plans
- NPDES/TPDES, SPCC, OPA, SWPPP, SWMP
- Efficiency evaluations

Green Buildings

- Siting and construction options
- Detention, design and maintenance
- Energy, materials, water efficiency
- LEEDs certification

Representation and General Services

- Accident and insurance investigations
- Expert witness testimony
- Technical research and writing
- Grant research and writing

Industrial Services

SSCI PROVIDES TURNKEY tank cleaning and demolition services required to meet your facility's technical and safety objectives.

Our methods assure regulatory compliance and your satisfaction.

Wetlands and Ecological Consultation

SSCI PROVIDES EXPERT investigations, representations and field services for:

Wetlands

- Determinations and delineations
- Permitting, mitigation and land banking

Ecological Consultation

- Endangered species surveys
- Impact analysis
- Critical habitat studies
- Archeological surveys

Real Property Transfers

SSCI'S BUSINESS APPROACH to risk audits and environmental site assessments (ESAs) assures sound, reliable findings and cost-effective solutions.

Phase I ESA

- General site inspection
- Review of site records and activities
- Regulatory records research
- Title and historical records search
- Knowledgeable individual interviews

Phase II ESA

- Asbestos and lead-based paint surveys
- Extended records reviews
- Detailed land use evaluation
- On-site sampling and analysis of soil, water and building materials
- Operations review

Phase III ESA

Performed at sites with environmental issues

- Extended on-site and off-site soil, water and materials testing
- Public health risk assessment if contaminants are found
- Hazardous and non-hazardous waste removal
- Site remediation and closure

Environmental, Construction and Engineering Services

Separation Systems Consultants, Inc.

Since 1986

SSCI is certified as a HUB, W/DBE and SBE

What We Do

I. **Risk-Based Corrective Action, Remediation and Closure**
- Site characterization.
- Human health and ecological risk assessments.
- Remedial design and construction management.
- Regulatory negotiation.

II. **Wetlands and Ecological Consultation**
- Determinations, delineations, permitting and mitigation banking.
- Endangered species, critical habitat and archeological surveys.

III. **Waste Management, Oilfield and NORM Assessments and Clean Ups**
- Site assessments, waste characterization and site classification.
- Permitting and closure plan development.
- Closure via on-site treatment, waste transportation and/or off-site waste disposal.
- Project management, compliance verification and Health and safety oversight;
- Environmental restoration, reworking and other site dressing.

IV. **Fuel Systems**
- Design, installation, testing, repairs, removal and remediation.
- Compliance services.

V. **Engineering and Consulting Services**
- Environmental and safety permitting, plans, SPCCs, audits and compliance services.
- Detention pond inspections, rehabs and repairs.
- Representation and general services, investigations, research and technical writing.

VI. **Real Property Transfer Assessments:** Phase I, II, III ESAs
- General site inspection.
- Asbestos and lead-based paint surveys.
- Review of site records and activities; regulatory records research.
- Knowledgeable individual interviews.
- Detailed land-use evaluation and operations review.
- On-site sampling and analysis of soil, water and building materials.
- Extended records review.

VII. **Professional and Technical Training**
- HAZWOPER, UST Initial and Refresher.
- OSHA, EPA and DOT customized training.

VIII. **Municipal Services**
- Stormwater sampling and management; wetlands permitting.
- Subsurface investigations; ROW remediation; airport qualified.
- Brownfields representation and implementation.

IX. **Industrial Services**
- Turnkey tank cleaning and demolition services required to meet your facility's technical and safety objectives.
- Off-shore rig qualified.



A Department of Education Service Center Region 8, 4845 US Highway 271 North, Pittsburg, Texas 75686, (866) 839-8477

To: All TIPS Members

Re: TIPS Federal Funds Disclaimer and Information Sheet

To whom it may concern:

You have clicked on a link or otherwise sought to determine whether a specific TIPS Vendor on a specific TIPS Contract is EDGAR compliant. If the website states "No" to EDGAR compliance for that specific Vendor Contract, then the specific TIPS Vendor on that specific TIPS Contract is ***not EDGAR compliant***. If the website states "View Doc" to EDGAR compliance and you are linked to this letter, then TIPS has ensured the specific TIPS Vendor's compliance with 2 CFR 200 on the specified contract ***to the extent a cooperative can do so***, as described below.

Region 8 Education Service Center (Region 8 ESC) is a Texas Education Service Center which operates The Interlocal Purchasing System (TIPS), a purchasing cooperative and department of Region 8 ESC. This document certifies that Region 8 ESC and TIPS made every effort to comply with the most restrictive requirements of 2 CFR 200, identified for educational purposes as the Education Department General Administrative Regulations ("EDGAR"). Please note that federal funds not sourced from the US Department of Education are likely regulated by 2 CFR 200 but are not technically "EDGAR." Each federal agency and its corresponding state "pass-through" agency may interpret 2 CFR 200 differently. TIPS certifies that it competitively procures all awarded contracts pursuant to § 44.031 of the Texas Education Code, or Texas Government Code § 2269, as applicable, the most restrictive procurement method, and performs the most restrictive procurement method required by law and regulation, including all of the necessary steps outlined in 2 CFR 200, except the Price or Cost Analysis for purchases of $250,000 and greater. (See below). ***This letter certifies that the Vendor agreed to those 2 CFR 200 contract provisions for the specified contract.***

However, this TIPS certification cannot relieve Members of federal requirements that cannot reasonably be performed by cooperatives. For example, 2 CFR 200 requires a cost or price analysis for purchases over $250,000.00, a threshold adopted by TEA and the US Dept. of Education. TIPS does not perform a formal cost or price analysis because TIPS is not the entity making the actual purchase of goods or services. If a Vendor is awarded then TIPS has determined that the pricing is within the competitive range for the Vendor's offering. However, when required by law, the TIPS Member must perform the required analysis on the specific goods or services before seeking TIPS pricing/purchasing from the TIPS Vendor and then upon completion of the purchase process.

Additionally, due to the Texas Department of Agriculture Guidance ARM Section 17 ("ARM Section 17"), relating to Federal Child Nutrition Program Funds (Primarily Texas Public School Fund 240), requirement that all solicitations include specific quantities of goods or services purchased, TIPS Contracts are not in compliance with ARM Section 17 as a **stand-alone** purchase contract. This is because TIPS has no way of predicting which Members will purchase specific quantities of goods and services. However, for Federal Child Nutrition Fund purchases in which the ARM Section 17 required cost or price analysis has been performed by the Member, TIPS contracts may be used in conjunction with the Member's three quote process ***unless labeled with "No" as to EDGAR compliance***. See also ARM Section 17.84 addresses purchasing through a "Third Party Cooperative that does not follow USDA Procurement Regulations". This will include TIPS and possibly other cooperatives that do not specify the exact quantities and line items procured by the cooperative. See the latest ARM Section 17 here.

If this letter was linked or provided in relation to a specific Vendor Contract then the Vendor has agreed to the 2 CFR 200 Contract provisions. For our Members' benefit, we encourage you, when expending federal funds, to make certain that you understand and comply with any other 2 CFR 200 requirements that cannot necessarily be met on your behalf by a cooperative. We also encourage you to incorporate all 2 CFR 200 TIPS Contract provisions agreed to by the Vendor into all supplemental agreements you enter into with the TIPS Vendor, if any. While TIPS works very hard to ensure legal purchasing compliance on Members' behalf TIPS does not provide legal counsel to its Members. TIPS recommends that you consult your legal counsel when executing contracts with TIPS Vendors. TIPS reserves the right to change its process as necessary in relation to updated guidance. Thank you for being a

4845 US Hwy 271 North | Pittsburg, TX 75686
www.tips-usa.com • 866-839-8477 • tips@tips-usa.com

December 7, 2022

The Journal Record
TWO LEADERSHIP SQUARE
211 North Robinson Avenue, Suite #201S
Oklahoma City, OK 73102

Please print the following **LEGAL NOTICE:** **Thursday, January 5, 2023 AND Thursday, January 12, 2023.**

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

230101 Assistive Technology Goods and Services
230102 Comprehensive Facilities Management & Services
230103 Janitorial and Sanitation Supplies & Services
230104 Trades, Labor, and Materials (2 Part with JOC)
230105 Technology Solutions Products and Services

Proposals are due and will be opened on February 17, 2023 at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

Electronic tear sheets are required for this ad.

Please email proofs, tear sheet copies, affidavit and invoice to Shelley Black at shelley.black@tips-usa.com as advised by TIPS General Counsel.

Thank you,

Shelley Black
Contracts Support
Purchasing Cooperative | Region 8 Education Service Center
4845 US Hwy 271 North | Pittsburg, TX 75686
Ph: 866-839-8477 | Direct: 903-575-2732
www.tips-usa.com | shelley.black@tips-usa.com

The Journal Record
211 N. Robinson
Oklahoma City, OK, 73102
Phone: 405-278-2801 Fax: -

Affidavit of Publication

To: Region 8 Education Service Center - Shelley Black
4845 US Hwy 271 N
Pittsburg, TX, 756864303

Re: Legal Notice 2456064

State of OK }
} SS:
County of Oklahoma }

I, MaRanda Beeson, being duly sworn, depose and say: that I am the Authorized Designee of The Journal Record, a daily newspaper of general circulation in Oklahoma City, County of Oklahoma, State of OK; that a notice, of which the annexed is a printed copy, has been duly and regularly published in the The Journal Record once each day for 2 consecutive days; and that the date of the publication were as follows: 01/05/2023 and 01/12/2023.

Publishers fee: $22.04 By: MaRanda Beeson

MaRanda Beeson

Sworn to me on this 12th day of January 2023

By: Julie Traylor

Julie Traylor
Notary Public, State of OK
No. 22003754
Qualified in Oklahoma County
My commission expires on March 17, 2026

THE JOURNAL RECORD

(MS2456064)

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

230101 Assistive Technology Goods and Services
230102 Comprehensive Facilities Management & Services
230103 Janitorial and Sanitation Supplies & Services
230104 Trades, Labor, and Materials (2 Part with JOC)
230105 Technology Solutions Products and Services

Proposals are due and will be opened on **February 17, 2023 at 3:00 pm local time**. Call 866-839-8477 for problems with website or questions.

(1-5, 1-12-23)

OF AND IN OPPOSITION TO THE GRANTING OF THE APPLICATION AT THE TIME AND PLACE ABOVE SHOWN WHERE YOU WILL HAVE THE RIGHT TO BE PRESENT AND AN OPPORTUNITY TO BE HEARD AT SAID TIME AND PLACE INCLUDING THE RIGHT TO OBJECT. YOUR FAILURE TO APPEAR AT THIS HEARING SHALL CONSTITUTE A DENIAL OF YOUR INTEREST IN THE CHILD WHICH DENIAL MAY RESULT, WITHOUT FURTHER NOTICE OF THIS PROCEEDING OR ANY SUBSEQUENT PROCEEDINGS, IN THE CHILD'S ADOPTION WITHOUT YOUR CONSENT THEREBY ULTIMATELY TERMINATING YOUR RIGHTS TO THE CHILD IN ACCORDANCE WITH THE LAWS OF THE STATE OF OKLAHOMA.

Dated this 28th day of December, 2022.

IT IS SO ORDERED.

NICHOLE M. GILLETT
JUDGE OF THE DISTRICT COURT
RICK WARREN

(SEAL)

Court Clerk
By Deputy

Approved and Submitted By:
/s/ Meredith A. Tipton
Meredith A. Tipton, OBA #20870
BLANEY TIPTON HIERSCHE & ODOM, PLLC
204 N. Robinson Avenue, suite 1250
Oklahoma City, OK 73102
Telephone: 405-235-8445
Facsimile: 405-236-3410
Email: mtipton@btlawokc.com
ATTORNEY FOR MOVANT

(1-5-23)

Construction

(MS2462500)
SOLICITATION FOR BIDS
(BID NOTICE)

Sealed bids will be received by Edmond Public Schools, c/o Jenco Construction Company, as Construction Manager for the Edmond Public Schools, 200 N. Kelly, Edmond, OK 73034, up to and including the date and time indicated below, and will be opened and read aloud publicly at Edmond Public Schools after the time indicated. Complete sets of the Bidding Documents, including a Contractor's Qualification Statement, General and Supplemental Conditions, Specifications and Construction Plans are on file in the offices of the Construction Manager, 121 NE 26th St., Oklahoma City, OK 73105 and are open for public inspection. PDF Files of the drawings and Specs may be obtained by contacting Jenco Construction Company (Sarah Short), at the above address or at: Phone: (405) 720-2116 / Email: sarah@jencoconstruction.com

Project Name:
Edmond Santa Fe HS RTU Placement
Project Location:
1901 W. 15th Street, Edmond, OK 73013 Cost Estimate:
$1,500,000
Bid Documents Available:
Electronic Files or Hard Copies
Fee for Bid Documents:
Electronic Files (Free) Hard Copies ($350.00)
Pre-Bid / Walk-Thru:
Schedule w/ Construction Manager
Bid Opening Date:
Thursday, January 26, 2023
Bid Opening Time:
3:00 P.M.
Contact Person (s):
Jon Dowell, Jenco Construction Company, Construction Manager for

Center. Bids will be accepted from Asphalt Paving Companies, bidders wishing to subcontract to asphalt companies will not be accepted. Bid Packages are available at Community Action 319 SW 25th OKC, OK. room LL030. Instructions to bidders and bid specifications are included. Bids must be returned no later than **4:00 pm January 19, 2023**, in a sealed envelope marked Head Start Parking lot Re-Paving. Bids will be opened in the above address, room LL030 conference room. January 20, 2023, at 9:00 am. For more info. Contact R.A. Roberson @ 405-232-0199 Ext 1401 EOE

(1-5, 1-12-23)

(MS2462255)
INVITATION TO BID
SEALED BIDS FOR
CITY OF NORMAN PUBLIC WORKS DEPARTMENT
BID NO. 2223-40
PROJECT K-2223-76
Robinson Widening and Signalization

The City of Norman, Oklahoma, will receive sealed bids in the office of the City Controller, Purchasing Division of the City of Norman at its office, 225 North Webster Avenue, Development Center, Norman, OK 73069, until **2:00 p.m., local time, Thursday, the 26th day of January 2023**, for furnishing all required materials, equipment, tools and labor to perform all necessary work for the

ROBINSON WIDENING AND SIGNALIZATION

Bids will not be accepted after 2:00 pm at which time bids will be opened and read aloud. The project includes grading, drainage, traffic signals, and waterline improvements. Bidders are expected to inspect the site of the work and to inform themselves regarding all local conditions.

Bidders attention is called to a MANDATORY PRE-BID MEETING at 201 W Gray, Municipal Building Conference Room, Norman, OK 73069 on Thursday, January 20, 2023, from 10:00 to 11:00 AM.

Project Documents including Specifications and Drawings are on file and may be examined at the following locations:

PDG LLC, 5314 S. Yale Ave., Suite 510, Tulsa, Oklahoma 74135

Electronic versions can be provided via FTP. Contact:

Jeff Fordice, PE at City of Norman - 405.366.5493 jeff.fordice@normanok.gov or

Geoff Evans, PLA at PDG, LLC - 918.628.1255 gevans@pdgtulsa.com

THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

(1-5, 1-12-23)

(MS2456064)

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

230101 Assistive Technology Goods and Services
230102 Comprehensive Facilities Management & Services
230103 Janitorial and Sanitation Supplies & Services
230104 Trades, Labor, and Materials (2 Part with JOC)
230105 Technology Solutions Products and Services

Proposals are due and will be opened on **February 17, 2023 at 3:00 pm local time**. Call 866-839-8477 for problems with website or questions.

(1-5, 1-12-23)

(MS2457239)

(MS2457242)
NOTICE TO BIDDERS
CITY OF NORMAN
INVITATION TO BID NUMBER 2223-37

The City of Norman will receive sealed bids at the Office of the City Controller, Purchasing Division, 225 N. Webster Avenue, Development Center, Norman, OK 73069, **until 2:00 p.m., local time, Thursday, the 12th day of January, 2023**, for furnishing all tools, material and labor, and performing the work necessary for construction of the:

FY23 URBAN RECONSTRUCTION PROJECT

The project will include rehabilitation efforts of two concrete street segments, subgrade stabilization, and other miscellaneous items associated with the work on Juniper Lane from Lahoma Avenue to Chautauqua Avenue and Fairfield Drive from McCall Drive to Willow Lane in the Urban Norman Area as part of FY23 Urban Reconstruction Project.

A non-mandatory Pre-bid Conference will be held on Monday, December 19th, 2022, at 3:00 p.m. in the Multi-Purpose Conference Room at the City of Norman Municipal Complex, located at 201 West Gray, Norman, Oklahoma 73069. Bidders are expected to inspect the site of the work and to inform themselves regarding all local conditions.

For electronic copies of the specifications and drawings, information concerning the proposed work, or the scheduled Pre-bid Conference, contact Jeff Fordice, P.E., Capital Projects Engineer for OWNER, at jeff.fordice@normanok.gov.

(12-15, 12-22-22, 1-5-23)

License Applications

(MS2461018)
NOTICE OF INTENTION TO APPLY FOR AN ALCOHOLIC BEVERAGE LICENSE

In accordance with Title 37, Section 522 and Title 37A, Section 2-141 Cantina Holdings, LLC 201 N Meridian Avenue, Oklahoma City, OK 73107 a/ an limited liability company hereby publishes notice of its intention to apply within sixty days from this date to the Oklahoma Alcoholic Beverage Laws Enforcement Commission for a Mixed Beverage License under authority of and in compliance with the said Act: That it intend(s), if granted such license to operate as a Mixed Beverage License establishment with business premises located at 201 N Meridian Avenue in Oklahoma City, Oklahoma County, Oklahoma, under the business name of Cuernos Antro Y Restaurant

Dated this 22 day of December, 2022.

Signature of applicant(s): If partnership, all partners must sign. If corporation, an officer of the corporation must sign. If limited liability company, a manager must sign. If tribe, a tribal member must sign. George Huffman

County of Oklahoma, State of Oklahoma.

Before me, the undersigned notary public, personally appeared: George Huffman to me known to be the person(s) described in and who executed the foregoing application and acknowledged that he executed the same as His free act and deed.

Randy Malone
(Seal)
Notary Public
My commission expires June 3, 2024, #

(12-29-22, 1-5-23)

bidders after the bid opening. The three lowest bid securities will be retained as provided in the Instructions to Bidders.

Bids received more than ninety-six (96) hours, excluding Saturday, Sundays and holidays, before the time set for opening of bids, as well as bids received after the time set for opening bids, will not be considered and will be returned unopened. The Owner/Construction Manager reserve the right to reject any or all bids and to waive all formalities or minor irregularities. The time period within which a Subcontract Agreement will be executed following award to the successful bidder is ten (10) days.

(1-5, 1-12-23)

(MS2456064)

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

230101 Assistive Technology Goods and Services
230102 Comprehensive Facilities Management & Services
230103 Janitorial and Sanitation Supplies & Services
230104 Trades, Labor, and Materials (2 Part with JOC)
230105 Technology Solutions Products and Services

Proposals are due and will be opened on **February 17, 2023 at 3:00 pm local time.** Call 866-839-8477 for problems with website or questions.

(1-5, 1-12-23)

returned no later than **4:00 pm January 19, 2023,** in a sealed envelope marked Head Start Parking lot Re-Paving. Bids will be opened in the above address, room LL030 conference room. January 20, 2023, at 9:00 am. For more info. Contact R.A. Roberson @ 405-232-0199 Ext 1401 EOE

(1-5, 1-12-23)

(MS2462255)

INVITATION TO BID
SEALED BIDS FOR
CITY OF NORMAN PUBLIC WORKS DEPARTMENT
BID NO. 2223-40
PROJECT K-2223-76
Robinson Widening and Signalization

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ROBINSON WIDENING AND SIGNALIZATION

Bids will not be accepted after 2:00 pm at which time bids will be opened and read aloud. The project includes grading, drainage, traffic signals, and waterline improvements. Bidders are expected to inspect the site of the work and to inform themselves regarding all

Electronic versions can be provided via FTP. Contact:

Jeff Fordice, PE at City of Norman - 405.366.5493 jeff.fordice@normanok.gov or

Geoff Evans, PLA at PDG, LLC - 918.628.1255 gevans@pdgtulsa.com

THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

(1-5, 1-12-23)

License Applications

(MS2464816)

Public Notice - Private Process Server License Application No. PSS-2023-1

In the District Court of Oklahoma County State of Oklahoma

Re: Application of Robert Murdock Rodriquez for License as a Statewide Private Process Server

Notice is hereby given that Robert Murdock Rodriquez has filed an application in the District Court of Oklahoma County, State of Oklahoma, in accordance with the provisions and requirements of 12 O.S. § 158.1, for a statewide private process server's license.

Action will be taken on said application on the **9th day of February, 2023 9:00 A.M.** before Judge Andrews, Room 359 and if there are no protests and the court determines the applicant is qualified, a license will be granted to the applicant by the court.

Dated: 1/4/2023

RICK WARREN
(SEAL) Court Clerk
By Deputy

Robert Murdock Rodriquez
3317 SW 29th
Oklahoma City OK, 73119
Phone No: (405) 685-2313

(1-12-23)

Miscellaneous

(MS2460933)

Notice of Hearing In the Matter of the Death of Hugo Barrera Oklahoma Workers' Compensation Commission

NOTICE IS HEREBY GIVEN to all those interested in the Matter of the Death of Hugo Barrera v. C& Haulers, LLC. The matter is set for a final determination of Heirs at Law and Common Law Marriage on February 8, 2023, before the Honorable Judge Michael Egan at 9:00 a.m. before the Workers Compensation Commission of Oklahoma, 1915 N. Stiles, Denver Davison Building, Oklahoma City, Oklahoma. All those having business before the Commission and interested parties should plan to attend.

(12-29-22, 1-5, 1-12-23)

Confirmation of Sale

(CS2464697)

NOTICE OF HEARING MOTION TO CONFIRM SHERIFF'S SALE
Case No. CJ-2022-2463
Judge Natalie Mai

IN THE DISTRICT COURT OF OKLAHOMA COUNTY STATE OF OKLAHOMA

NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING, Plaintiff, v. RUSSELL JANUARY, DECEASED; SPOUSE, IF ANY, OF RUSSELL JANUARY; JOHN DOE, OCCUPANT; AND UNKNOWN HEIRS, SUCCESSORS, AND ASSIGNS OF RUSSELL JANUARY Defendant(s).

NOTICE IS GIVEN TO: Russell January, deceased; Spouse, if any, of Russell January; John Doe, Occupant; Unknown Heirs, Successors, and Assigns of Russell January, and their unknown successors and assigns, that the hearing on the above Motion to Confirm Sale is set on the **3rd day of February, 2023, at 11:00 o'clock a.m.,** before Judge Timmons at the Oklahoma County Courthouse, Oklahoma City, Oklahoma.

LOGS LEGAL GROUP LLP
770 NE 63rd St.
Oklahoma City, OK 73105-6431
(405) 848-1819
Attorneys for Plaintiff
File No. 22-138397

(1-12-23)

(CS2464699)

NOTICE OF HEARING MOTION TO CONFIRM SHERIFF'S SALE
Case No. CJ-2019-6037
Judge Richard Ogden

IN THE DISTRICT COURT OF OKLAHOMA COUNTY STATE OF OKLAHOMA

BANK OF AMERICA, N.A., Plaintiff v. LARRY RUFF; SPOUSE, IF ANY, OF LARRY RUFF; AND JOHN DOE, OCCUPANT Defendant(s).

NOTICE IS GIVEN TO: Larry Ruff; Spouse, if any, of Larry Ruff; John Doe, Occupant, and their unknown successors and assigns, that the hearing on the above Motion to Confirm Sale is set on the **3rd day of February, 2023, at 11:00 o'clock a.m.,** before Judge Timmons at the Oklahoma County Courthouse, Oklahoma City, Oklahoma.

LOGS LEGAL GROUP LLP
770 NE 63rd St.
Oklahoma City, OK 73105-6431
(405) 848-1819
Attorneys for Plaintiff
File No. 19-135717

(1-12-23)

4845 US Hwy 271 North | Pittsburg, TX 75686
www.tips-usa.com • 866-839-8477 • tips@tips-usa.com

December 7, 2022

Pittsburg Gazette
112 Quitman Street
Pittsburg, TX 75686

Please print the following **LEGAL NOTICE:** **Thursday, January 5, 2023 AND Thursday, January 12, 2023.**

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

230101 Assistive Technology Goods and Services
230102 Comprehensive Facilities Management & Services
230103 Janitorial and Sanitation Supplies & Services
230104 Trades, Labor, and Materials (2 Part with JOC)
230105 Technology Solutions Products and Services

Proposals are due and will be opened on February 17, 2023 at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

Electronic tear sheets are required for this ad.

Please email proofs, tear sheet copies, affidavit and invoice to Shelley Black at shelley.black@tips-usa.com as advised by TIPS General Counsel.

Thank you,

Shelley Black
Contracts Support
Purchasing Cooperative | Region 8 Education Service Center
4845 US Hwy 271 North | Pittsburg, TX 75686
Ph: 866-839-8477 | Direct: 903-575-2732
www.tips-usa.com | shelley.black@tips-usa.com

PUBLISHER'S AFFIDAVIT

I am the publisher of the Pittsburg Gazette, a newspaper published at Pittsburg, Camp County, Texas. The attached Notice(s) was published in the Pittsburg Gazette, a newspaper printed in Camp County, Texas, and of general circulation in said County as provided in the Texas Probate Code. The date(s) that the issue of said newspaper in which said Notice was published WAS January 5, 12, 2023. A copy of the Notice as published, clipped from the newspaper, is attached hereto.

Publisher

My name is Kenny Mitchell, my date of birth is 07/12/1963, and my address is 112 Quitman Street, Pittsburg, Texas 75686. I declare under penalty of perjury that the foregoing is true and correct.

Executed in Camp County, State of Texas, on January 13, 2023.

Declarant

SWORN TO AND SUBSCRIBED BEFORE ME BY Kenny Mitchell on this the 13th day of January, 2023.

Notary Public, State of Texas

CHRISTIE BURNETT
Notary Public, State of Texas
Comm. Expires 07-28-2026
Notary ID 133881888

Independent living services for people with disabilities

Crockett Resource Center for Independent Living's (CRCIL) Independent Living (IL) Services Program helps people with disabilities achieve greater independence in the home and community. Eligibility criteria for this program requires that the applicant has a significant disability who has been diagnosed by a licensed practitioner and resides in Texas.

If you are a person with a disability and need services, assistive technology, or equipment to maintain your independent living, you could be eligible for the following:

- Hearing aids
- Residential modifications (temporary)
- Orientation and mobility training
- Durable medical equipment
- Visual aids
- Power wheelchairs
- Prosthetics
- Scooters
- Vehicle modifications

Other adaptive equipment and assistive technology

CRCIL's IL Services Program area includes the counties of:

- Anderson
- Angelina
- Bowie
- Brazos
- Burleson
- Camp
- Cass
- Cherokee
- Delta
- Fannin
- Franklin
- Freestone
- Gregg
- Grimes
- Harrison
- Henderson
- Hopkins
- Houston
- Hunt
- Kaufman
- Lamar
- Leon
- Madison
- Marion
- Morris
- Nacogdoches
- Panola
- Polk
- Raines
- Red River
- Robertson
- Rusk
- Sabine
- San Augustine
- San Jacinto
- Shelby
- Smith
- Titus
- Trinity
- Tyler
- Upshur
- Van Zandt
- Walker
- Washington
- Wood

If you are a person with a disability who is interested in the IL Services Program, contact CRCIL at 936-544-0522 for more information.

OBITUARIES

Laverne Carpenter Strube



Graveside services for Laverne Carpenter Strube, 95, of Pittsburg will be 2:00 p.m., Saturday, December 31, 2022, at Matinburg Cemetery with Chaplin Yanckton Hatten officiating. Interment will be in the Matinburg Cemetery in Camp County. Arrangements are under the direction of Erman Smith Funeral Home. Mrs. Strube passed away Thursday, December 29, 2022, in a Pittsburg nursing home.

Mrs. Strube was born August 26, 1927, in Camp County to Elvie and Carrie Martin Carpenter. She was a retired schoolteacher, lifelong resident of Camp County, and a member of the Methodist faith.

Mrs. Strube is survived by her sons, Jimmy Strube and wife, Judy of Pittsburg, Ray Strube and wife, Jan of Mt Pleasant and Martin (Marty) Strube of Pittsburg, daughters, Tracy Holcomb of Azle, and Janie James of Pittsburg; nine grandchildren, 19 great-grandchildren, and one great-great-grandchild.

She is preceded in death by her husband of 74 years, Royce Harper Strube and parents, Elvie and Carrie Carpenter.

Pallbearers will be Mark Strube, Patrick Young, Bradley Strube, Eric Strube, Joshua Folmar, and Ramsey Strube.

Visitation will be from 12:30 p.m. to 1:30 p.m., Saturday, December 31, 2022, at Erman Smith Funeral Home Chapel.

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PUZZLE SOLUTION FROM PAGE 5

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5	3	2	4	8	7	9	6	1
1	9	4	6	5	3	2	8	7

HELP WANTED

Princess Three Operating is hiring!
LOCAL EAST TEXAS WORK
Hiring for WORKOVER rig position only at this time.
Monday – Friday work schedule.

Experience is not required for floorhand position. Position is labor intensive.

Please apply in person at 8436 Farm Rd 71, Talco, Texas 75487. If you have any questions about the position, call 903.657.4504

LEGAL

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

230101 Assistive Technology Goods and Services
230102 Comprehensive Facilities Management & Services
230103 Janitorial and Sanitation Supplies & Services
230104 Trades, Labor, and Materials (2 Part with JOC)
230105 Technology Solutions Products and Services

Proposals are due and will be opened on February 17, 2023 at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

PUBLICATION NOTICE

In this cause, it appearing from the petition, which is sworn to, that the address and whereabouts of the Defendant KENDALL WRIGHT is unknown and cannot be ascertained by diligent search and inquiry, that he is required to file an answer for the above mentioned Complaint with the Clerk of the Madison County Juvenile Court, 110 Irby Street, Jackson, Tennessee, 38301 on or before, FEBRUARY 18, 2023, and serve a copy of said answer on, ATTORNEY J. Noble Grant, III, 2817 N. Highland Ave., Suite A Jackson, TN 38305, in order to make defense to the Complaint filed against him or otherwise the Complaint will as to him be taken for confessed. This Notice will be published in the Pittsburg Gazette, for four consecutive weeks.

This the 29th day of December, 2022

Bart Swift Juvenile Court Clerk

TEXAS STATEWIDE CLASSIFIED ADVERTISING NETWORK

TexSCAN

TexSCAN Week of Jan. 1-7, 2023

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AUCTION

45th Annual Cattleman Bull & Female Sale 12:00 Noon, Jan. 21, 2023, El Campo Livestock Exchange, El Campo, Texas. 100 bulls, 250 females, cattlemansale.com.

VACATIONS/TOURS

Bob's Baseball Tours – DC Cherry Blossom Tour: Mar. 31-Apr. 4, 2023, home games at Washington Nationals, NY Yankees & Boston Red Sox. East Coast Tour: Aug. 18-27, 2023, home games at Yankees, Red Sox, Orioles, Phillies, Nationals, Mets & Little League World Series. Tours include sightseeing, motor coach transportation and hotels/game tickets. Call or Text 507-217-1326.

GENERATORS

Prepare for power outages today with a GENERAC home standby generator. $0 Money Down + Low Monthly Payment Options. Request a FREE Quote. Call now before the next power outage: 1-855-704-8579.

LOG HOMES

Log Homes – Pay only the balance owed. Just Released: American Log Homes is assisting estate & account settlement on houses. Log Home kits selling for balance owed, free delivery. Model #101 Carolina, bal. $17,000; Model #203 Georgia, bal. $19,950; Model #305 Biloxi, bal. $14,500; Model #403 Augusta, bal. $16,500. View plans at www.americanloghomesandcabins.com; 704-368-4528.

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Advertise in The Pittsburg Gazette

News / Classifieds

Moran Cont. from page 1

Congressman Moran attended the United States Military Academy at West Point for two years before transferring to Texas Tech University, where he ultimately earned a B.A. in Russian Language and Area Studies, an MBA, and a law degree. During his time at Texas Tech, Congressman Moran met his bride, Kyna, whom he married just one week before starting law school. Upon graduation from law school, Kyna and Nathaniel moved to Tyler, where Nathaniel began practicing law and Kyna began teaching elementary school. He would go on to become a small business owner in Tyler – running both a law firm and a staffing company.

Congressman Moran began his career in public service as a member of the Tyler City Council from 2005-2009. In 2009 after being re-elected to his third term on the Tyler City Council, Congressman Moran was appointed as Mayor Pro Tem, but resigned immediately to move his family to Houston for three years so his oldest son could attend a specialized school for the Deaf. In 2016, several years after returning to Tyler, Nathaniel was appointed as the Smith County Judge. During his time as Judge, he served as presiding officer of the Commissioners Court, Chief Budget Officer, judge of the Constitutional County Court, Chair of the Juvenile Board, Head of Emergency Management, and Chief Administrative Officer of the County. In 2018, he was elected to a full four-year term as County Judge. He continued in this role until his election to U.S. Congress in 2022.

New Laws
Cont. from page 1

While the new law seemingly puts an increased burden on local school districts, it addresses that issue by making those school districts eligible for additional state aid to offset the tax losses.

Superintendent Terry Waldrep weighed in on the situation as it affects Pittsburg ISD. "This really doesn't have a major impact on school districts," Waldrep explained. "The law was put in place to give the elderly and disabled (whose taxes are frozen), the same property tax relief that everyone else received over the last few years. This is on the M&O [Maintenance and Operations] tax rate, which has gone down $0.19 cents in the last three years.

"School districts' budgets are set based on ADA, average daily attendance, which is based on the number of students enrolled. The district's budget (entitlement) is paid by a combination of state and local funds. The reduction in local funds by this new law should be made up through increased state funds, in order for the district to receive their full entitlement."

Cassel Cont. from page 1

Cassel invited leading citizens of the community, including Mayor Dave Abernathy and Alice Parker among many others, to speak to the children and help her build good moral standards in her students. It was at one of these special classes that Cassel and Mayor Abernathy presented a poem she had written called Pitts Cemetery.

Cassel would teach her students in her speech class Rotary's Four-Way Test believing that this test is the fiber of the club.

"It is our job to shore up the youth," Cassel said to the Rotarians, explaining that she believes Rotary has a strong influence on the standards of the youth.

While teaching at the Robert E. Lee School, Cassel was instrumental in stopping a school shooting. A young male student became angry and wanted to get a gun and shoot up the school, but Cassel refused to allow him to do so on her watch.

But when the recent tragedy occurred in the Uvalde School, Cassel felt sick. She said that God told her to write a poem, but she didn't want to do so.

"God wouldn't leave me alone," Cassel explained. She finally gave in, sat down, and prayed, "God, what do you want me to write?"

The words "little caskets" kept repeating themselves in her mind, and when she took up her pen, the words seemed to flow almost without her guidance.

After a "chance" meeting with a lady from the Uvalde Methodist Church, Little Caskets was given to two funeral homes in Uvalde to offer comfort to the families hurting from the loss of their loved ones.

Many of Cassel's poems hang in buildings across the country including Arlington National Cemetery and places in Washington DC. Texas A&M University in Commerce also asked Cassel's permission to put all her writings in the University archives.

"They are God-induced," Cassel explained. "All I do is hold the pen."

Cassel believes the youth in our communities are worth the time and effort required to instill old-fashioned values. And she also believes that Rotary is "so important to instill these values."

"Thank God for Rotary Club," Cassel finished.

Little Caskets
By Dona Julian Cassel

So many little caskets full of woe.
This sadistic scenario continues to echo...(echo).
Grieving parents keep asking why
Begging for answers as they cry.

We beat our chests while we scream to God!
PLEASE help us all to comprehend.
How do we stop this madness?
How do we bring it to an end?

We lower these little caskets into the dirt
To try to cover our pain and our hurt.
Cease political rhetoric and change our outlook.
The solution is recorded in the Good Book.

If we humble ourselves, seek God's face and pray
The covenant says to turn from our wicked way.
America should confess and follow His command,
Then, God will hear us and heal our land.

II Chronicles 7:14
If my people, who are called by my name,
Will humble themselves and pray, and seek my face,
And turn from their wicked ways;
Then will I hear from heaven, and will forgive their sin,
And will heal their land.

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LEGAL

Request for Proposals

Northeast Texas Community College (NTCC) District invites all "qualified professional firm(s)" to submit request for proposals (RFP) responses for NTCC's Property and Casualty Insurance for the following solicitation:

Request for Proposals (RFP) # RFP-2023-01
www.ntcc.edu/about-us/public-notices

Submit response to:
Northeast Texas Community College (NTCC)
Attention: Brandi Cave
2886 FM 1735
Mount Pleasant, Texas 75455

By no later than: February 22, 2023 at 2:00 p.m., Central Standard Time (CST)

On the date and at the time for submission of proposals, responses will be opened and identified byrespondent name. However, proposals will not be read aloud. Proposals that arrive after the dateand time for submission of proposals will be considered late and will not be opened.

Proposals from respondents may not be withdrawn for a period of one hundred twenty (120) days.

NTCC reserves the right to accept or reject any or all proposals in whole or in part, to waive informalities or technicalities, to clarify ambiguities, and to award items or groups of items as may be in the best interest of NTCC.

PUBLICATION NOTICE

In this cause, it appearing from the petition, which is sworn to, that the address and whereabouts of the Defendant KENDALL WRIGHT is unknown and cannot be ascertained by diligent search and inquiry, that he is required to file an answer for the above mentioned Complaint with the Clerk of the Madison County Juvenile Court, 110 Irby Street, Jackson, Tennessee, 38301 on or before, FEBRUARY 18, 2023, and serve a copy of said answer on, ATTORNEY J. Noble Grant, III, 2817 N. Highland Ave., Suite A Jackson, TN 38305, in order to make defense to the Complaint filed against him or otherwise the Complaint will as to him be taken for confessed. This Notice will be published in the Pittsburg Gazette, for four consecutive weeks.

This the 29th day of December, 2022

Bart Swift Juvenile Court Clerk

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

230101 Assistive Technology Goods and Services
230102 Comprehensive Facilities Management & Services
230103 Janitorial and Sanitation Supplies & Services
230104 Trades, Labor, and Materials (2 Part with JOC)
230105 Technology Solutions Products and Services

Proposals are due and will be opened on February 17, 2023 at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

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December 7, 2022

Don Whitman
Russell Johns Associates LLC
1001 S Myrtle Ave. Suite 7
Clearwater, FL 33756

Please print the following **LEGAL NOTICE:** **Thursday, January 5, 2023 AND Thursday, January 12, 2023.**

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

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Proposals are due and will be opened on February 17, 2023 at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

Electronic tear sheets are required for this ad.

Please email proofs, tear sheet copies, affidavit and invoice to Shelley Black at shelley.black@tips-usa.com as advised by TIPS General Counsel.

Thank you,

Shelley Black
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Ph: 866-839-8477 | Direct: 903-575-2732
www.tips-usa.com | shelley.black@tips-usa.com

January 13th, 2022

To Whom It May Concern:

I am a duly authorized representative of MCA Russell Johns Associates LLC, company handling the advertising matters for USA Today, a daily newspaper distributed within the United States.
The Interlocal Purchasing System (TIPS) public notice was published within said newspaper in the Public Notice Section of the on the following dates:

1/5/2023
1/12/2023

Anthony Pacini

On this the 13th day of January, I attest that the attached documents are true, exact, complete, and unaltered tearsheets.

Camika Winter
State of Florida
County of Pinellas

CAMIKA C WINTER
Notary Public, State of Florida
My Comm. Expires Apr. 16, 2026
No. HH 253170

Fans left with unshakable memory

Buffalo area Bills fans talk of 'the' moment

Rochester Democrat & Chronicle



Bills players and staff pray for Damar Hamlin during the first quarter of the "Monday Night Football" game against the Bengals in Cincinnati.
JOSHUA A. BICKEL/AP

The Gaspars were in their Irondequoit, New York, living room on Monday night, a space that doubles as a shrine to all things Buffalo Bills.

Seven-year-old Carson sat in the middle of the big reclining sofa, the one with the Bills blanket on it, with his prized possession just overhead: an autographed Josh Allen jersey. Mom Brooke sat beside him, trying to see the 65-inch-screen that's surrounded by memorabilia and regularly blocked by husband Chaz, who has a habit of nervously pacing when the Bills are on TV.

They had been waiting for this "Monday Night Football" matchup at the Cincinnati Bengals, a faceoff between two rising quarterbacks: Allen and Cincinnati's Joe Burrow. They didn't want to miss a moment.

And then, *the moment*. The one witnessed by fans in the stadium, across Western New York and across the country. With the Bengals up 7-3, 24-year-old Bills safety Damar Hamlin fell to the turf after a tackle late in the first quarter.

His horrifying collapse – officials later announced Hamlin had suffered a cardiac arrest and was in critical condition – triggered an hourlong vigil in the stands, in living rooms and bars until NFL Commissioner Roger Goodell postponed the game. We waited for a thumbs-up from Hamlin, a burst of relieved applause from the crowd.

Instead we watched the players knitted into a loose horseshoe around the back of an ambulance, some of them so overwhelmed they had to turn away. Ticket holders stood by, arms crossed or hands over mouths, portraits of stunned disbelief.

For those who saw it unfold live, Hamlin's collapse and the anguished minutes that followed will be impossible to forget.

'Is he going to be OK?'

That includes Carson Gaspar. He's not just any kid: he's the self-proclaimed "Bills Kid," whose Facebook page and YouTube channel brim with the Bills hype videos he creates. Every Saturday, a new video talks up the team and the stakes of the game at hand.

This game came late on a Monday night, later because of the long-running Rose Bowl, but the Gaspars let the Bills Kid watch, even on a school night.

After the tackle, typically chatty Carson held onto his questions.

"He was waiting to see why we looked like that, I think," Brooke Gaspar said. "It wasn't really until they showed (Coach) Sean McDermott's face that we knew. It was not OK."

Carson's questions began. What's happening? Is he OK? What's going on?

The broadcast went to commercial repeatedly, but every time it came back the teams were still huddled around Hamlin and the ambulance. Carson saw Josh Allen and Stefon Diggs crying; that's when he started crying, too.

The Bills Kid put his love of the game aside. "Mom," he said, "football doesn't even matter. Like, is he going to be OK?"

Injuries spurred lacrosse changes

A Super Bowl champion-caliber team. A home in Western New York. A period of 20 years and counting as a high school football coach, not to mention, two sons who play the game.

Yes, the game between the Bills and Bengals was just about must-see TV for Jasson Jobson. No, Jobson never witnessed before what he watched in his family's living room in Webster: emergency medical technicians trying to save the life of one of the athletes.

"Never, never, never," Jobsson said. "When I saw players crying on the field, I thought, is this guy dying on the field? When you saw the players in tears, to be honest I thought he died."

At first he watched the events unfold alone, eventually joined by his wife and one of his sons. Text threads exploded on his phone as he pored through tweets looking for updates on Hamlin.

Jobson has heard stories about the death of prep football players in games. As a lacrosse coach, he can talk about that sport's changes, including required padding, after players were struck by balls and suffered cardiac arrest.

He feels sure very few, if any, players or coaches there Monday had witnessed a life-and-death moment like this one.

"Their emotions were going so wild," he said. "It was scary. When I see other people crying, I tear up, and you see players on the field crying. Nobody knew what was going on. It was good that the players were shielding the cameras from everything."

— James Johnson

Pondering a lifetime of football

Mike Sassone, 55, grew up in a football family and owns a sports bar where Buffalo Bills fans gather.

But because his business no longer stays open late enough to show "Monday Night Football," Sassone watched the game – and Hamlin's injury – from his home in Victor, New York. "It was terrible to watch," he said. "I think everyone feels the same. Just to see something like that, live on television ... just to feel the pain you could see on the faces of the players ... you feel for his family. You feel for the other players."

It made Sassone reflect on a lifetime of football memories. His father, Daniel Sassone, announced games at R.L. Thomas High School in Webster, New York, and was head of the booster club.

Sassone, along with his brothers, played high school football. He knew the risk of injury, but while suited up in helmet and pads, he felt invincible. "I just didn't feel like anything could happen to me," he said.

His love of football continued into adulthood, when he opened The Penfield Pour House in Penfield, New York. Prior to Sassone taking over, it had been J. G. Crummers, a neighborhood bar that was home base for area Miami Dolphins fans. Despite pleas from Dolphins fans to continue the tradition, he was determined to honor the Buffalo Bills, his favorite team. He went so far as to commission a mural of the Bills stadium to be painted in a recessed area in the bar's ceiling.

Hamlin's injury brought back memories of watching Darryl Stingley, a wide receiver for the New England Patriots, endure a spinal cord injury when Sassone was 10. He remembers being upset to learn that the 26-year-old's career was over with one hit.

But he also reflected on the fact that similar injuries have happened in other sports, away from audiences of millions. "Does it change the way I feel about the game? No. It's a violent sport." But he believes the NFL could do more to protect players.

Sassone wonders how the players will be able to show up for the next game with the kind of energy, emotion and fire needed to play at that level.

"It's got to be something they're all going to grapple with," he said. "I don't know how."

— Tracy Schuhmacher

'It makes you pretty emotional'

Thad Brown, sports director for WROC-TV (Channel 8), has been covering the Bills since 2000.

Some years ago at a high school game, he was present when the parent of a player went into cardiac arrest, which was traumatic.

And he's seen a lot of players get injured during professional games. But what he witnessed Monday night was different.

Brown was behind the Bengals bench, less than 30 yards from where Damar Hamlin tackled Bengals wide receiver Tee Higgins.

Then, "he got up and then just collapsed," Brown said of Hamlin. "That was the first indication that this was highly serious."

The second: the immediate response of trainers and medical personnel. And, of course, the looks on the faces of the players.

"Very obviously, they had not seen anything like this on a football field," he said. "They were incredibly distressed, they were upset, they were disturbed. You know, for the whole team to come out on the field and surround him so no one could see him, that was unprecedented. Every step of the way of this, you saw something you'd never seen before, and it made you concerned more and more."

As it unfolded, Brown said he stayed focused on his job. "I have a camera, and I'm trying to report on what's going on and just do the job. I think the news training kicks in and kind of numbs you a little bit. But it was distressing. It was awful."

After returning to his hotel, he did have an opportunity to talk with some media colleagues about what they had experienced. "But now I'm right back at the hospital. I'm working and not feeling," he said.

At some point, the feeling will resurface.

"One of the things I've thought about the most is that this is a guy I walk past every day, I talk to every day," he said. "And every once in a while, you have a personal conversation. A lot of people just see these guys as players. But we look these guys in the eyes and talk to them. It's person to person. And the chance that you could lose one of them on the field in that way, it makes you pretty emotional."

— Marcia Greenwood

A first responder responds

EMTs' training never leaves them.

So, although it's been 20 years since Jamie Schneider worked as an EMT, by the first replay of Hamlin crumbling to the turf, his decade of experience kicked in. It left Schneider assessing the scene from his Syracuse, New York, family room: Ask the right questions, and then act with the answers you have.

What could have caused a sudden collapse? Rule out a neck or spinal cord injury.

Get the helmet off. Figure out if he's breathing. Does he have a pulse?

Start chest compressions. Hook up the AED.

Is the ambulance here? Get him secured in.

Establish an IV connection. Administer whatever drugs necessary.

Hit the road. Fast.

"Time is of the essence," said Schneider, 54.

As a spectator, all of that feels painstakingly slow.

Even though he understands the protocols, Schneider said the waiting Monday night felt like an eternity. The roughly nine minutes of CPR. The 30 minutes before Hamlin was escorted off the field by an ambulance.

But in that position, he said, the lifesaving work blurs into a single moment of urgency.

"Adrenaline kicks in. Your training kicks in and you just start doing it. You're fighting for that person," he said, choking up. "You're doing whatever you can do."

He kept that knowledge close to heart Monday night as he watched from afar.

"It was very difficult," he said. "You knew it was much more serious than you could see. But luckily, everybody was right there. It was not an unwitnessed thing. Instantaneously they're attending to him. We know they have AEDs on the sideline. We know they have a fully staffed ambulance nearby. So, the chances of him getting the care he needed immediately were very good, obviously."

— Kayla Canne

The Bills Kid and the Man Upstairs

In the moments after *the moment*, Carson Gaspar and his family found small solace in watching rivals becoming brothers facing the unknown together.

"We make videos every week and we waited all day for the game to happen," Brooke Gaspar said. "But then when it came down to it, for him to just see that it's bigger than that, to see (Bengals quarterback) Joe Burrow and Josh Allen just there for each other, I think was cool for him in a way to see that, even though it was under horrible circumstances."

Carson didn't want to go to sleep, but after Goodell called the game, the Bills Kid was sent up to bed. Not long afterward, though, he called his family to his bedroom.

He asked them all to hold hands: Mom, Dad, 5-year-old sister Kyla. He then offered the prayer of a 7-year-old fan who had watched the impossible unfold with no real answers in sight.

God and Jesus, watch over Damar and his family, Carson prayed, *and bring him back to us so that the Bills defense can be strong again.*

— Peter D. Kramer

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Brooklyn	27	13	.675	1½
Philadelphia	25	15	.625	3½
New York	22	19	.537	7
Toronto	18	23	.439	11

Southeast Division

	W	L	Pct	GB
Miami	22	20	.524	–
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Washington	17	24	.415	4½
Orlando	16	26	.381	6
Charlotte	11	31	.262	11

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	W	L	Pct	GB
Milwaukee	26	14	.650	–
Cleveland	26	16	.619	1
Indiana	23	18	.561	3½
Chicago	19	22	.463	7½
Detroit	11	33	.250	17

WESTERN CONFERENCE

Southwest Division

	W	L	Pct	GB
Memphis	27	13	.675	–
New Orleans	25	16	.610	2½
Dallas	23	19	.548	5
San Antonio	13	28	.317	14½
Houston	10	30	.250	17

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	W	L	Pct	GB
Denver	27	13	.675	–
Minnesota	20	21	.488	7½
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Portland	19	21	.475	8
Oklahoma City	18	23	.439	9½

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	W	L	Pct	GB
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L.A. Clippers	22	21	.512	1
Phoenix	21	21	.500	1½
Golden State	20	21	.488	2
L.A. Lakers	19	22	.463	3

Tuesday's Games

Philadelphia 147, Detroit 116
Toronto 132, Charlotte 120
Miami 112, Oklahoma City 111
Utah 116, Cleveland 114
Orlando 109, Portland 106
Phoenix 125, Golden State 113
L.A. Clippers 113, Dallas 101

Wednesday's Games

Chicago at Washington
Minnesota at Detroit
Indiana at New York
Milwaukee at Atlanta
New Orleans at Boston
San Antonio at Memphis
Houston at Sacramento
Phoenix at Denver

Thursday's Games

Oklahoma City at Philadelphia, 7 p.m.
Boston at Brooklyn, 7:30 p.m.
Charlotte at Toronto, 7:30 p.m.
Milwaukee at Miami, 7:30 p.m.
Cleveland at Portland, 10 p.m.
Dallas at L.A. Lakers, 10 p.m.

Friday's Games

Atlanta at Indiana, 7 p.m.
New Orleans at Detroit, 7 p.m.
New York at Washington, 7 p.m.
Golden State at San Antonio, 7:30 p.m.
Oklahoma City at Chicago, 8 p.m.
Phoenix at Minnesota, 8 p.m.
Orlando at Utah, 9 p.m.
Denver at L.A. Clippers, 10 p.m.
Houston at Sacramento, 10 p.m.

Saturday's Games

Milwaukee at Miami, 1 p.m.
Boston at Charlotte, 7 p.m.
Memphis at Indiana, 7 p.m.
Atlanta at Toronto, 7:30 p.m.
Cleveland at Minnesota, 8 p.m.
Philadelphia at Utah, 9 p.m.
Dallas at Portland, 10 p.m.

NHL

EASTERN CONFERENCE

Atlantic Division

	GP	W	L	OT	Pts	GF	GA
Boston	40	32	4	4	68	156	88
Toronto	41	25	9	7	57	141	108
Tampa Bay	39	25	13	1	51	139	115
Buffalo	39	20	17	2	42	152	135
Florida	42	19	19	4	42	138	145
Detroit	39	17	15	7	41	121	134
Ottawa	40	18	19	3	39	120	127
Montreal	41	16	22	3	35	109	156

Metropolitan Division

	GP	W	L	OT	Pts	GF	GA
Carolina	41	25	9	7	57	130	113
New Jersey	41	26	12	3	55	141	109
N.Y. Rangers	42	23	12	7	53	138	116
Washington	43	23	14	6	52	140	118
Pittsburgh	40	21	13	6	48	133	121
N.Y. Islanders	42	22	17	3	47	130	116
Philadelphia	41	16	18	7	39	114	133
Columbus	40	12	26	2	26	103	158

WESTERN CONFERENCE

Central Division

	GP	W	L	OT	Pts	GF	GA
Dallas	42	25	11	6	56	146	111
Winnipeg	41	26	14	1	53	138	110
Minnesota	40	22	14	4	48	129	116
St. Louis	42	21	18	3	45	136	151
Nashville	39	19	14	6	44	111	115
Colorado	39	20	16	3	43	116	115
Arizona	40	13	22	5	31	110	149
Chicago	39	10	25	4	24	86	144

Pacific Division

	GP	W	L	OT	Pts	GF	GA
Vegas	42	27	13	2	56	140	120
Los Angeles	44	24	14	6	54	148	149
Seattle	40	24	12	4	52	147	125
Calgary	42	19	14	9	47	132	128
Edmonton	42	21	18	3	45	147	144
Vancouver	40	17	20	3	37	139	161
San Jose	42	13	21	8	34	130	157
Anaheim	41	12	25	4	28	96	169

NOTE: Two points for a win, one point for overtime loss.

Tuesday's Games

Tampa Bay 6, Columbus 3
Pittsburgh 5, Vancouver 4
Seattle 4, Buffalo 3
New Jersey 5, Carolina 3
Detroit 7, Winnipeg 5
N.Y. Rangers 4, Minnesota 3, SO
Dallas 2, N.Y. Islanders 1, SO
St. Louis 4, Calgary 3, OT
San Jose 4, Arizona 2
Florida 5, Colorado 4

Wednesday's Games

Washington at Philadelphia
Nashville at Toronto
Edmonton at Anaheim
San Jose at Los Angeles

Thursday's Games

Carolina at Columbus, 7 p.m.
Dallas at N.Y. Rangers, 7 p.m.
Nashville at Montreal, 7 p.m.
Seattle at Boston, 7 p.m.
Toronto at Detroit, 7 p.m.
Vancouver at Tampa Bay, 7 p.m.
Winnipeg at Buffalo, 7 p.m.
Minnesota at N.Y. Islanders, 7:30 p.m.
Calgary at St. Louis, 8 p.m.
Colorado at Chicago, 8:30 p.m.
Ottawa at Arizona, 9 p.m.
Florida at Vegas, 10 p.m.

Friday's Games

Winnipeg at Pittsburgh, 7 p.m.
New Jersey at Anaheim, 10 p.m.
Edmonton at San Jose, 10:30 p.m.

Saturday's Games

Calgary at Dallas, 2 p.m.
Columbus at Detroit, 7 p.m.
Montreal at N.Y. Islanders, 7 p.m.
Ottawa at Colorado, 7 p.m.
Philadelphia at Washington, 7 p.m.
Pittsburgh at Carolina, 7 p.m.
Toronto at Boston, 7 p.m.
Vancouver at Florida, 7 p.m.
Arizona at Minnesota, 8 p.m.
Buffalo at Nashville, 8 p.m.
Seattle at Chicago, 8 p.m.
Tampa Bay at St. Louis, 8 p.m.
Edmonton at Vegas, 10 p.m.
New Jersey at Los Angeles, 10:30 p.m.

SOCCER

English Premier League

	GP	W	D	L	GF	GA	Pts
Arsenal	17	14	2	1	40	14	44
Man City	17	12	3	2	45	16	39
Newcastle	18	9	8	1	32	11	35
Man United	17	11	2	4	27	20	35
Tottenham	18	10	3	5	37	25	33
Liverpool	17	8	4	5	34	22	28
Fulham	18	8	4	6	30	27	28
Brighton	17	8	3	6	32	25	27
Brentford	18	6	8	4	30	28	26
Chelsea	17	7	4	6	20	19	25
Aston Villa	18	6	4	8	20	26	22
Crystal Palace	17	6	4	7	17	25	22
Leicester	18	5	2	11	26	31	17
Leeds	17	4	5	8	25	31	17
Nottingham For.	18	4	5	9	13	34	17
Bournemouth	18	4	4	10	18	39	16
West Ham	18	4	3	11	15	24	15
Everton	18	3	6	9	14	24	15
Wolverhampton	18	3	5	10	11	27	14
Southampton	18	3	3	12	15	33	12

Thursday's Game

Fulham vs. Chelsea, 3 p.m.

Friday's Game

Aston Villa vs. Leeds, 3 p.m.

Saturday's Games

Man United vs. Man City, 7:30 a.m.
Brighton vs. Liverpool, 10 a.m.
Everton vs. Southampton, 10 a.m.
Nottingham Forest vs. Leicester, 10 a.m.
Wolverhampton vs. West Ham, 10 a.m.
Brentford vs. Bournemouth, 12:30 p.m.

Sunday's Games

Chelsea vs. Crystal Palace, 9 a.m.
Newcastle vs. Fulham, 9 a.m.
Tottenham vs. Arsenal, 11:30 a.m.

Wednesday, Jan. 18

Crystal Palace vs. Man United, 3 p.m.

NFL

Wild-card Playoffs

Saturday's Games

Seattle at San Francisco, 4:30 p.m. (FOX)
L.A. Chargers at Jacksonville, 8:15 p.m. (NBC)

Sunday's Games

Miami at Buffalo, 1 p.m. (CBS)
N.Y. Giants at Minnesota, 4:30 p.m. (FOX)
Baltimore at Cincinnati, 8:15 p.m. (NBC)

Monday's Game

Dallas at Tampa Bay, 8:15 p.m. (ESPN/ABC)

COLLEGE FOOTBALL

AFCA FCS Coaches' Top 25

Rk	School (1st votes)	W-L	Pts	LW
1	South Dakota St. (26)	14-1	650	1
2	North Dakota State	12-3	622	4
3	Incarnate Word	12-2	565	7
4	Sacramento State	12-1	558	2
5	Montana State	12-2	545	3
6	Holy Cross	12-1	512	6
7	Samford	11-2	472	9
8	William & Mary	11-2	445	8
9	Weber State	10-3	432	10
10	Furman	10-3	419	11
11	Jackson State	12-1	364	5
12	Richmond	9-4	325	14
13	Southeast Missouri St.	9-3	294	12
14	Montana	8-5	284	17
15	New Hampshire	9-4	276	16
16	Fordham	9-3	262	13
17	N. Carolina Central	10-2	247	21
18	Elon	8-4	210	15
19	Southeastern Louisiana	9-4	208	23
20	St. Thomas (Minn.)	10-1	120	19
21	Mercer	7-4	105	18
22	Idaho	7-5	100	24t
23	Florida A&M	9-2	84	20
24t.	Delaware	8-5	69	NR
24t.	Chattanooga	7-4	69	22

Dropped out: North Dakota (24t)
Others receiving votes: North Dakota, 66; Gardner-Webb, 46; Yale, 35; Tennessee-Martin, 16; Austin Peay, 12; Princeton, 12; UC Davis, 6; Stephen F. Austin, 5; Pennsylvania, 4; St. Francis (Pa.), 4; North Carolina A&T, 3; Eastern Kentucky, 2; Youngstown State, 2.

DEALS

BASEBALL

Major League Baseball

American League

BOSTON RED SOX – Agreed to terms with 3B Rafael Devers on a ten-year contract extension. Traded LHP Darwinzon Hernandez to Baltimore in exchange for cash considerations.
MINNESOTA TWINS – Agreed to terms with SS Carlos Correa on a six-year contract. Designated OF Kyle Garlick for assignment.

BASKETBALL

NBA

ATLANTA HAWKS – Signed F Derrick Favors to a 10-day contract.

National League

FOOTBALL

National Football League

BUFFALO BILLS – Designated S Micah Hyde and WR Jamison Crowder to return to practice from injured reserve.
CINCINNATI BENGALS – Designated S Tycen Anderson to return to practice from injured reserve.
CLEVELAND BROWNS – Signed RB Nate McCrary to a reserve/futures contract.
DALLAS COWBOYS – Designated DT Johnathan Hankins to return to practice from injured reserve.
MINNESOTA VIKINGS – Designated T Blake Brandel to return to practice from injured reserve.
NEW ORLEANS SAINTS – Signed CB Troy Pride to a reserve/futures contract.
NEW YORK GIANTS – Signed WR James Washington to the practice squad. Signed OL Solomon Kindley to a reserve/futures contract.

HOCKEY

National Hockey League

BOSTON BRUINS – Recalled LW Joona Koppanen from Providence (AHL). Returned C Chris Wagner to Providence.
CHICAGO BLACKHAWKS – Recalled G Jaxson Stauber from Rockford (AHL). Assigned LW Brett Seney to Rockford.
COLUMBUS BLUE JACKETS – Returned G Jet Greaves to Cleveland (AHL).
LOS ANGELES KINGS – Recalled D Jordan Spence from Ontario (AHL).
MONTREAL CANADIENS – Recalled RW Jesse Ylonen from Laval (AHL).
NEW YORK ISLANDERS – Returned C Aatu Raty and D Robin Salo to Bridgeport (AHL).
PHILADELPHIA FLYERS – Reassigned F Zayde Wisdom from Lehigh Valley (AHL) to Reading (ECHL).
PITTSBURGH PENGUINS – Returned D Mark Friedman to Wilkes-Barre/Scranton (AHL).

SOCCER

Major League Soccer

ATLANTA UNITED – Signed G Clement Diop to a one-year contract.
INTER MIAMI CF – Signed D Franco Negri to a two-year contract, pending receipt of his international transfer certificate (ITC) and P-1 visa.
NEW ENGLAND REVOLUTION – Loaned G Djordje Petrovic to Serbia national team.
ORANGE COUNTY SC – Signed D Ryan Doghman.
PORTLAND TIMBERS – Named Ned Grabavoy general manager.

NWSL

HOUSTON DASH – Announced assistant coaches Sarah Lowdon and Matt Lampson have agreed to terms on new contracts.

COLLEGE

WESTERN ST. – Named Jordan Bruere head volleyball coach.

European Tour

Hero Cup

Course: Abu Dhabi GC in United Arab Emirates. Yardage: 7,642. Par: 72.

TV (ET): Friday, 2-8 a.m. (Golf); 11 p.m. Friday-8 a.m. Saturday (Golf); Sunday, 1:30-7 a.m. (Golf)

Notes: The Hero Cup was created to give Ryder Cup-styled competition to European players ahead of the September matches in Rome. ... Tommy Fleetwood is the playing captain for the Britain and Ireland team that will have two players with Ryder Cup experience in Tyrrell Hatton and Shane Lowry. ... Former British Open champion Francesco Molinari is captain of the continental European squad of 10 players who come from seven countries, including Thomas Pieters and Alex Noren, who have Ryder Cup experience. ... Sepp Straka, born in Austria and raised in Georgia since he was a teenager, is playing for continental Europe. Straka has played every international competition, including the Olympics, under the Austrian flag. ... The tournament is a renewal of the Seve Trophy, which was played eight times in non-Ryder Cup years. It was last held in 2013. ... The European season starts the following week in Abu Dhabi.

– Associated Press

AFCA FCS COACHES' ALL-AMERICAN TEAMS

First team

Offense

Pos	Name	Ht.	Wt.	Cl.	School
QB	Lindsey Scott Jr.	5-11	212	Gr.	Incarnate Word
RB	Geno Hess	5-8	222	Sr.	Southeast Missouri State
RB	Jaden Shirden	5-9	185	So.	Monmouth (N.J.)
WR	Joey Hobert	5-11	180	So.	Utah Tech
WR	Hayden Hatten	6-2	205	R-So.	Idaho
TE	Ryan Miller	6-2	209	Sr.	Furman
OL	McClendon Curtis	6-6	328	Sr.	Chattanooga
OL	Colby Sorsdal	6-6	305	Sr.	William & Mary
OL	Nick Olsofka	6-4	294	Sr.	Holy Cross
OL	Cody Mauch	6-6	303	Sr.	North Dakota State
OL	Mason McCormick	6-4	305	Sr.	South Dakota State

Defense

Pos	Name	Ht.	Wt.	Cl.	School
DL	Jay Person	6-3	224	Jr.	Chattanooga
DL	David Walker	6-3	265	So.	Central Arkansas
DL	Caleb Sanders	6-1	270	Sr.	South Dakota State
DL	*Isaiah Land	6-4	225	R-Sr.	Florida A&M
LB	John H. Ford II	6-3	230	Gr.	Tenn.-Martin
LB	John Pius	6-2	230	So.	William & Mary
LB	Zeke Vandenburgh	6-3	235	Sr.	Illinois State
DB	Alijah Huzzie	5-11	190	R-So.	East Tennessee State
DB	*Justin Ford	6-2	200	R-Sr.	Montana
DB	Kedrick Whitehead	5-11	195	Sr.	Delaware
DB	Khalil Baker	6-0	185	Jr.	North Carolina Central

Specialists

Pos	Name	Ht.	Wt.	Cl.	School
P	Jake Gerardi	6-3	250	R-Sr.	Southern Utah
PK	Skyler Davis	5-8	165	Sr.	Elon
AP	Abraham Williams	6-1	175	So.	Weber State
LS	Brock Powers	6-2	230	Sr.	UT Martin

Second Team

Offense

Pos	Name	Ht.	Wt.	Cl.	School
QB	Tim DeMorat	6-4	220	Sr.	Fordham
RB	^Jaleel McLaughlin	5-9	183	Sr.	Youngstown State
RB	Cameron Skattebo	5-10	212	So.	Sacramento State
WR	Xavier Smith	5-10	170	Gr.	Florida A&M
WR	*Xavier Gipson	5-9	180	Sr.	Stephen F. Austin
TE	*Marshel Martin	6-2	210	Jr.	Sacramento State
OL	Jacob Johanning	6-3	276	R-Jr.	Furman
OL	Phil Saleh	6-4	302	Gr.	Fordham
OL	John Allen	6-1	310	Jr.	Southeastern Louisiana
OL	Mike Edwards	6-7	355	R-Sr.	Campbell
OL	Nash Jensen	6-4	329	Sr.	North Dakota State

Defense

Pos	Name	Ht.	Wt.	Cl.	School
DL	Muhindo Kapapa	6-2	275	Gr.	San Diego
DL	Daylan Dotson	6-3	280	So.	Tenn.-Martin
DL	Truman Jones	6-4	242	Sr.	Harvard
DL	#Spencer Waege	6-5	282	Sr.	North Dakota State
LB	Marte Mapu	6-3	216	Sr.	Sacramento State
LB	Johnny Buchanan	6-0	230	Gr.	Delaware
LB	Aubrey Miller Jr.	6-2	225	Sr.	Jackson State
DB	Lawrence Johnson	6-0	196	Sr.	Southeast Missouri State
DB	Devin Haskins	6-3	209	Sr.	Holy Cross
DB	Benny Sapp III	6-1	205	Sr.	Northern Iowa
DB	Michael Tutsie	5-11	189	Sr.	North Dakota State

Specialists

Pos	Name	Ht.	Wt.	Cl.	School
P	Patrick Rohrbach	5-11	177	Fr.	Montana
PK	Kyle Sentkowski	6-0	200	Sr.	Sacramento State
AP	Dylan Laube	5-10	204	Jr.	New Hampshire
LS	*Robert Soderholm	6-1	238	R-Sr.	VMI

*-2021 AFCA All-American
#-2021 Spring AFCA All-American
^-2018-2019 Div. II AFCA All-American

ODDS PROVIDED BY

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Odds available as of print deadline

NBA

Thursday

Favorite	Spread	O/U	ML	Underdog
76ERS	7.5	-	-380	Thunder
RAPTORS	6.5	-	-310	Hornets
Celtics	3.5	-	-155	NETS
Cavaliers	1.5	-	-125	BLAZERS

NFL

Saturday

Favorite	Spread	O/U	ML	Underdog
49ERS	9.5	42.5	-475	Seahawks
Chargers	1.5	47.5	-120	JAGUARS

Sunday

Favorite	Spread	O/U	ML	Underdog
BILLS	9.0	47	-450	Dolphins
VIKINGS	3.0	48.5	-165	Giants
BENGALS	7.0	41.5	-340	Ravens

Monday

Favorite	Spread	O/U	ML	Underdog
Cowboys	2.5	45.5	-140	BUCCANEERS

Odds are subject to change. Tipico Sportsbook does not offer lines for New Jersey-based college sports teams. Gannett may earn revenue from audience referrals to betting services. Newsrooms are independent of any such relationships and there is no influence on news coverage. Terms and conditions apply, see site for details. 21+ only. Gambling Problem? Call: 1-800-GAMBLER (NJ, PA, IL, VA), 1-800-522-4700 (CO, NV, KS), 1-800-BETS-OFF (IA), 1-800-9-WITH-IT (IN), 1-800-589-9966 (OH), 1-877-770-7867 (LA), 1-888-238-7633 (MO), 1-888-777-9696 (MS). Call or text: 1-800-889-9789 (TN).

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AFCA FBS COACHES' ALL-AMERICAN TEAM

First Team

Offense

Pos	Name	Ht.	Wt.	Cl.	School
WR	Marvin Harrison Jr.	6-4	205	So.	Ohio State
WR	Jalin Hyatt	6-0	185	Jr.	Tennessee
TE	Brock Bowers	6-4	230	So.	Georgia
OL	O'Cyrus Torrence	6-5	347	Jr.	Florida
OL	Peter Skoronski	6-4	315	Jr.	Northwestern
C	Olusegun Oluwatimi	6-3	307	Gr.	Michigan
OL	Paris Johnson Jr.	6-6	310	Jr.	Ohio State
OL	Steve Avila	6-4	330	Sr.	TCU
QB	Caleb Williams	6-1	215	So.	Southern Cal
RB	Blake Corum	5-8	210	Jr.	Michigan
RB	Bijan Robinson	6-0	222	Jr.	Texas

Defense

Pos	Name	Ht.	Wt.	Cl.	School
DL	Isaiah Foskey	6-5	265	Jr.	Notre Dame
DL	*Jalen Carter	6-3	300	Jr.	Georgia
DL	Calijah Kancey	6-0	280	R-Jr.	Pitt
DL	Tuli Tuipulotu	6-4	290	Jr.	Southern Cal
LB	*Will Anderson Jr.	6-4	243	Jr.	Alabama
LB	Ivan Pace Jr.	6-0	235	Sr.	Cincinnati
LB	Jack Campbell	6-5	246	Sr.	Iowa
DB	Christopher Smith	5-11	195	Sr.	Georgia
DB	Devon Witherspoon	6-0	180	Jr.	Illinois
DB	Emmanuel Forbes	6-0	180	Jr.	Mississippi State
DB	Clark Phillips III	5-10	183	So.	Utah

Specialists

Pos	Name	Ht.	Wt.	Cl.	School
P	Bryce Baringer	6-3	215	Sr.	Michigan State
PK	Christopher Dunn	5-8	170	Gr.	North Carolina State
AP	*Deuce Vaughn	5-6	176	Jr.	Kansas State
LS	Michael Vinson	6-2	228	Sr.	Notre Dame

Second Team

Offense

Pos	Name	Ht.	Wt.	Cl.	School
WR	Nathaniel Dell	5-10	165	Jr.	Houston
WR	Xavier Hutchinson	6-3	205	R-Sr.	Iowa State
TE	*Michael Mayer	6-4	265	Jr.	Notre Dame
OL	Alex Palczewski	6-6	315	Sr.	Illinois
OL	Jarrett Patterson	6-4	310	Sr.	Notre Dame
C	John Michael Schmitz	6-4	320	Sr.	Minnesota
OL	Joe Alt	6-7	317	So.	Notre Dame
OL	Andrew Vorhees	6-6	325	R-Sr.	Southern Cal
QB	C.J. Stroud	6-3	218	Jr.	Ohio State
RB	Chase Brown	5-11	205	Jr.	Illinois
RB	Mohamed Ibrahim	5-10	210	Sr.	Minnesota

Defense

Pos	Name	Ht.	Wt.	Cl.	School
DL	Byron Young	6-3	292	Sr.	Alabama
DL	Felix Anudike-Uzomah	6-4	255	Jr.	Kansas State
DL	Mike Morris	6-6	292	Sr.	Michigan
DL	Tyree Wilson	6-6	275	Sr.	Texas Tech
LB	Drew Sanders	6-5	233	Jr.	Arkansas
LB	Jamon Dumas-Johnson	6-1	245	So.	Georgia
LB	Nick Herbig	6-2	228	Jr.	Wisconsin
DB	*Jordan Battle	6-1	206	Sr.	Alabama
DB	Joey Porter Jr.	6-2	194	R-Jr.	Penn State
DB	Kool-Aid McKinstry	6-1	188	So.	Alabama
DB	Tre'Vius Hodges-Tomlinson	5-9	180	Sr.	TCU

Specialists

Pos	Name	Ht.	Wt.	Cl.	School
P	Kai Kroeger	6-4	207	Jr.	South Carolina
PK	*Jake Moody	6-1	210	Gr.	Michigan
AP	Jaylin Lucas	5-9	170	Fr.	Indiana
LS	Joe Shimko	6-0	220	Jr.	North Carolina State

*2021 AFCA All-American

COLLEGE BASKETBALL

Men's scores

EAST
Mercyhurst 70, Shepherd 45

FAR WEST
Chaminade 98, Academy of Art 95

Women's scores

EAST
East Carolina 72, Temple 51
George Washington 63, Fordham 57
Providence 64, Xavier 50
Vermont 42, Mass.-Lowell 37

SOUTH
W. Kentucky 75, UAB 71

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NOTICES

PUBLIC NOTICE

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

230101 Assistive Technology Goods and Services
230102 Comprehensive Facilities Management & Services
230103 Janitorial and Sanitation Supplies & Services
230104 Trades, Labor, and Materials (2 Part with JOC)
230105 Technology Solutions Products and Services

Proposals are due and will be opened on February 17, 2023 at 3:00 pm local time.
Call 866-839-8477 for problems with website or questions.

Request for Proposal (RFP)

E&I Cooperative Services, Inc. invites the submission of sealed proposals for:

RFP# EI00195~2022RFP for Equipment Maintenance Management Program

Proposals are due by 1:00 PM ET on Thursday, February 23, 2023

Respondents must submit their RFP response using E&I's Electronic Sourcing Solution which is accessible via https://www.eandi.org/contract-finder/rfp-development/.
E&I does not accept hard copy submissions or submissions through any other medium other than its Electronic Sourcing Solution.

E&I is committed to developing mutually advantageous business relationships with minority, women, disabled, veteran and service-disabled veteran-owned businesses.

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PUBLIC NOTICE

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Scoreboards, Digital Displays, and Video Boards with Related Design and Services** to result in a contracting solution for use by its Participating Entities.

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A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal https://proportal.sourcewell-mn.gov.

Only proposals submitted through the Sourcewell Procurement Portal will be considered.

Proposals are due no later than March 2, 2023, at 4:30pm Central Time, and late proposals will not be considered.

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December 7, 2022,

The Advocate
C/O Legal Notices (Martinisha Singleton)
PO Box 588
Batton Rouge, LA 70821

Please print the following **LEGAL NOTICE:** **Thursday, January 5, 2023 AND Thursday, January 12, 2023.**

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

230101 Assistive Technology Goods and Services
230102 Comprehensive Facilities Management & Services
230103 Janitorial and Sanitation Supplies & Services
230104 Trades, Labor, and Materials (2 Part with JOC)
230105 Technology Solutions Products and Services

Proposals are due and will be opened on February 17, 2023 at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

Electronic tear sheets are required for this ad.

Please email proofs, tear sheet copies, affidavit and invoice to Shelley Black at shelley.black@tips-usa.com as advised by TIPS General Counsel.

Thank you,

Shelley Black
Contracts Support
Purchasing Cooperative | Region 8 Education Service Center
4845 US Hwy 271 North | Pittsburg, TX 75686
Ph: 866-839-8477 | Direct: 903-575-2732
www.tips-usa.com | shelley.black@tips-usa.com

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The hereto attached notice was published in THE ADVOCATE, a daily newspaper of general circulation within Louisiana, and the Official Journal of the State of Louisiana, City of Baton Rouge, and Parish of East Baton Rouge, or published daily in THE TIMES-PICAYUNE/THE NEW ORLEANS ADVOCATE, in New Orleans, Louisiana, or published daily in THE ACADIANA ADVOCATE in

1/5/2023, 1/12/2023

Joy Newman

Joy Newman, Public Notices Representative

Sworn and subscribed before me by the person whose signature appears above

2/8/2023

M. Monic McChristian

M. Monic McChristian,
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THE ADVOCATE
Baton Rouge, Louisiana

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THE ADVOCATE classifieds

classifieds.theadvocate.com | 225-383-0111 or toll free 800-960-6397

Announcements

2010 Honda CRF250R , VIN#JH2ME1037AK601485 If vehicle listed above is not claimed and charges paid within 15 days, this vehicle may be disposed of.

Roadrunner Towing & Recovery, Inc.
4021 LA 1 South
Port Allen, LA 70767
225-749-3943
Contact: Shirley Lee

19935 Jan. 4-5 2t

Notice of Self Storage Sale

Please take notice Metco Self Storage located at 7371 Line Road Ethel LA 70730 intends to hold an Auction to enforce its privilege against the following parties at the facility for default of payment of Rent. The sale will occur as an online auction via www.storageauctions.com on 1/17/2023 at 10:00am. Unless stated otherwise the description of the contents are household goods and furnishings. Carissa Carter unit #002; Freddie Miles unit #007; Ora Daniels unit #014; Saketa Bell unit #043; Tangela Brooks unit #047; Patricia Vessel unit #080. This sale may be withdrawn at any time without notice. Certain terms and conditions apply.
19493-jan 5-1t

Attorney
Applying for Social Security Disability or Appealing a Denied Claim? Call Bill Gordon & Assoc., Social Security Disability Attorneys, 1-844-883-2045 FREE Consultations. Local Attorneys Nationwide [Mail: 2420 N St NW, Washington DC. Office: Broward Co. (TX/NM Bar)]

Attention: Auto Injury Victims. If you have suffered a serious injury in an auto accident, call us! Our attorneys have the experience of getting you the full compensation you deserve! Call Now: 1-866-411-5266

PROBLEM CREDIT REPORT? Lexington Law helps works to challenge inaccurate negative items including identity theft, collections, late payments, liens and more from your credit report. Call for a free credit repair consultation: 1-888-521-0958 John C. Heath, Attorney at Law, PLLC, dba Lexington Law Firm.

Financial Services
Over $10K in Debt? Be debt free in 24 to 48 months. No upfront fees to enroll. A+ BBB rated. Call National Debt Relief 1-844-932-4168

SAVE YOUR HOME! Are you behind paying your MORTGAGE? Denied a Loan Modification? Is the bank threatening foreclosure? CALL Homeowner's Relief Line! FREE CONSULTATION! 1-877-760-3072

The COVID crisis has cost us all something. Many have lost jobs and financial security. Have $10K In Debt? Credit Cards. Medical Bills. Car Loans. Call NATIONAL DEBT RELIEF! We can help! Get a FREE debt relief quote: Call 1-844-488-4687

Health and Wellness
ATTENTION OXYGEN THERAPY USERS! Inogen One G4 is capable of full 24/7 oxygen delivery. Only 2.8 pounds. FREE information kit. Call 1-855-874-9438

Attention: Oxygen Users! Gain freedom with a Portable Oxygen Concentrator! No more heavy tanks and refills! Guaranteed Lowest Prices! Call the Oxygen Concentrator Store: 1-855-382-4168

MobileHelp, America's Premier Mobile Medical Alert System. Whether You're Home or Away. For Safety and Peace of Mind. No Long Term Contracts! Free Brochure! Call Today! 1-855-411-0949

Portable Oxygen Concentrator May Be Covered by Medicare! Reclaim independence and mobility with the compact design and long-lasting battery of Inogen One. Free information kit! Call 1-855-636-1667

Safe Step. North America's #1 Walk-In Tub. Comprehensive lifetime warranty. Top-of-the-line installation and service. Now featuring our FREE shower package and $1600 Off for a limited time! Call today! Financing available. Call Safe Step 1-844-699-5801

SAVE ON YOUR MEDICARE SUPPLEMENT! FREE QUOTES from top providers. Excellent coverage. Call for a no obligation quote to see how much you can save! 1-877-326-0344

Stroke and Cardiovascular disease are leading causes of death, according to the American Heart Association. Screenings can provide peace of mind or early detection! Contact Life Line Screening to schedule your screening. Special offer - 5 screenings for just $149. Call 1-866-470-1458

WE SHOP, YOU SAVE on your Medicare Supplement Insurance! Call 1-877-761-1233 today to compare Medicare benefits and costs from up to 20 top-rated carriers. Receive the best option for you.

Home and Garden
Eliminate gutter cleaning forever with LeafFilter, the most advanced debris-blocking gutter protection. Schedule a FREE LeafFilter estimate today. Call 1-866-846-0785

Home Improvement
BATHROOM RENOVATIONS. EASY, ONE DAY updates! We specialize in safe bathing. Beautiful new walk-in showers with no slip flooring. Also, grab bars and seated showers available. Call for a free in-home consultation: 1-855-238-1870

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The bathroom of your dreams for as little as $149 per month! BCI Bath & Shower. Many options are available. Quality materials & professional installation. Senior & Military Discounts Available. Limited Time Offer - FREE virtual in-home consultation now and SAVE 15%! Call Today! 1-866-806-5009

The Generac PWRcell a solar plus battery storage system. SAVE money, reduce your reliance on the grid, prepare for power outages and power your home. Full installation services available. $0 Down Financing Option. Request a FREE, no obligation, quote today. Call 1-888-885-0098

UPDATE YOUR HOME with Beautiful New Blinds & Shades. FREE in-home estimates make it convenient to shop from home. Professional installation. Top quality - Made in the USA. Call for free consultation: 1-844-539-0570. Ask about our specials.

Vivint. Smart security. Professionally installed. One connected system for total peace of mind. FREE professional installation! Four FREE months of monitoring! Call now to customize your system. 1-844-919-0143

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Directv Stream - The Best of Live & On-Demand On All Your Favorite Screens. CHOICE Package, $84.99 per month for 12 months. Stream on 20 devices at once in your home. HBO Max FREE for 1 year (w/CHOICE Package or higher.) Call for more details today! (some restrictions apply) Call IVS 1-833-317-1353

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DISH Network. $59.99 for 190 Channels! Blazing Fast Internet, $19.99 per month (where available.) Switch & Get a FREE $100 Visa Gift Card. FREE Voice Remote. FREE HD DVR. FREE Streaming on ALL Devices. Call today! 1-855-654-8207

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HughesNet - Finally, super-fast internet no matter where you live. 25 Mbps just $59.99 per month! Unlimited Data is Here. Stream Video. Bundle TV & Internet. Free Installation. Call 1-855-723-9424

LONG DISTANCE MOVING: Call today for a FREE QUOTE from America's Most Trusted Interstate Movers. Let us take the stress out of moving! Call now to speak to one of our Quality Relocation Specialists: 1-866-430-1165

Put on your TV Ears and hear TV with unmatched clarity. TV Ears Original were originally $129.95 - NOW WITH THIS SPECIAL OFFER are only $59.95 with code MCB59! Call 1-855-935-3524

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Switch and save up to $250/year on your talk, text, and data. No contract and no hidden fees. Unlimited talk and text with flexible data plans. Premium nationwide coverage. 100% U.S. based customer service. Limited time offer get $50 off on any new account. Use the code GIFT50. For more information, call 1-866-751-7964

Water Damage to Your Home? Call for a quote for professional cleanup & maintain the value of your home! Set an appt today! Call 1-844-610-0351

Insurance
ATTENTION SMALL BUSINESS OWNERS! Are you protected in case of property damage or if you have an interruption in service due to a property event? Business Owner Property insurance IS AFFORDABLE and WILL PROTECT YOU when the unexpected happens! For free quote, call 1-855-980-2961 (M-F 7:30am-9:30pm ET)

AUTO INSURANCE STARTING AT $49/MONTH! Call for your fee rate comparison to see how much you can save! Call: 1-844-430-4651

DENTAL INSURANCE from Physicians Mutual Insurance Company. Coverage for 350 plus procedures. Real dental insurance - NOT just a discount plan. Do not wait! Call now! Get your FREE Dental Information Kit with all the details! 1-855-268-0108 www.dental50plus.com/morning #6258

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SAVE BIG on HOME INSURANCE! Compare 20 A-rated insurances companies. Get a quote within minutes. Average savings of $444 per year! Call 1-877-533-3917! (M-F 8am-8pm Central)

Up to $15,000.00 of GUARANTEED Life Insurance! No medical exam or health questions. Cash to help pay funeral and other final expenses. Call Physicians Life Insurance Company 1-877-535-2381 or visit www.Life55plus.info/louisiana

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Don't let the stairs limit your mobility! Discover the ideal solution for anyone who struggles on the stairs, is concerned about a fall, or wants to regain access to their entire home. Call AmeriGlide today! 1-844-855-4978

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DISCOUNT AIR TRAVEL. Call Flight Services for the best pricing on domestic & international flights inside and from the US. Serving United, Delta, American & Southwest and many more airlines. Call for a free quote now! Have travel dates ready! 1-866-984-4898

Wesley Financial Group, LLC Timeshare Cancellation Experts Over $50,000,000 in timeshare debt and fees cancelled in 2019. Get free informational package and learn how to get rid of your timeshare! Free consultations. Over 450 positive reviews. Call 1-855-473-0818

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VIAGRA and CIALIS USERS! 50 Pills SPECIAL $99.00 FREE Shipping! 100% guaranteed. CALL NOW! 1-855-403-6345

Want To Buy
PAYING TOP CASH FOR MEN'S SPORT WATCHES! Rolex, Breitling, Omega, Patek Philippe, Heuer, Daytona, GMT, Submariner and Speedmaster. Call 1-888-330-5159.

TOP CASH PAID FOR OLD GUITARS! 1920-1980 Gibson, Martin, Fender, Gretsch, Epiphone, Guild, Mosrite, Rickenbacker, Prairie State, D'Angelico, Stromberg. And Gibson Mandolins / Banjos. 1-877-791-2269

Merchandise



WANT TO BUY
I buy sealed old whiskey & cognac bottles. Jack Daniels, Wild Turkey, etc. Call or text $300 (225)456-3434

CEMETERY PLOTS
Greenoaks, 2 plots, Garden of Freedom $6600. 225-921-0432

COINS/STAMPS COLLECTIBLES
PAYING CASH for U.S. & Foreign Stamp Collections, Old Letters; Documents & coins. 333-2416

MISC FOR SALE
Ladies black leather coat, like new, size small, $45. 225-752-7273

MISC FOR SALE
Sunbeam Queen electric blanket, new in box, $50. 225-752-7273

Baton Rouge Real Estate For Sale

COMMERCIAL SALE
7612 Picardy Ave. Our Lady of the Lake Office Park. 13,000 sq ft; separate units. 225-933-4604

Baton Rouge Rental

AREA 3
3 BR, 1 ba. 3948 Eleanor Dr. off Prescott Rd. near N. Foster. $740 mo. Cent. A/H. No animals. Proof of employment & income. 225-921-8536

AREA 3
Affordable 1 & 2 Bedroom Apartments for Rent. Ask about our Move-In Specials 225-330-2008

MOBILE HOME
1, 2 & 3 BR mobile homes, $575 & up 6061 Plank Rd. CALL 225-978-4653

AREA 3
4Br/2Ba, Cntr AC $1150/mo. 2Br/2Ba $595. 225-810-0775 or 955-8970

AREA 4
FREE RENT
225-351-7449

AREA 5
3Br/2Ba Siegen/Perkins, $1295/mo & Dep. Ct A/H 225-810-0775 or 955-8970

AREA 5
655 North St. Subsidized eff apts cpabr.org 225-383-5551. TDD/TTY /711RELAY

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AREA 5
Move In Special. 2BR/2BA flat, w/FP, ctl A&H, W/D. $825 mo. 225-315-0930

APTS. FURNISHED
NO CREDIT CHECK/LEASE! Fully furnished apartments ALL BILLS PAID including premium cable & WIFI. Pet Friendly. Stay where you're appreciated! Call 225-434-4161.

MOBILE HOME
1, 2, 3 BR Mobile Homes. Safe, Secure Park. Quiet. Call 225-978-6148

OFFICE SPACE
7341 Jefferson @ Towne Center. Sm Exec ofc, 2 rooms, bath 933-4604.

OFFICE SPACE
7612 Picardy/OLOL Office Park. Sm/Lrg Suites 933-4604

AREA 3
Furnished Rooms. $125/wk. $500/mo. 917 Myrtle 225-933-7560

Automotive

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GERRY LANE BUICK GMC
225-926-7010

AUTO PARTS-TIRES
TEAM HONDA
6363 SIEGEN LANE
225-298-4100

AUTO PARTS-TIRES
Team Toyota
I-12 & O'Neal Lane
225-273-5880

CLASSIC CARS
1967 Ford Mustang Fastback very good condition, 27300 actual mileage, info at: fastback33@viasolero.com, manual. $22,500. 225-208-1992

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We Buy
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$500-$50,000
Vans/Cars/Trucks
Foreign/Domestic
All Makes & Models

SPORTS 24/7 ON THEADVOCATE.COM

Employment

MARINE
Marine: Immediate FT openings for Licensed Captains & Deckhands; Fleet and Live Aboard Trip (Local-14/7 Schedule) Vessel Positions Available; TWIC Card Req. Must Pass Physical & Drug Test; Great Pay & Benefits. Call 225-473-3189 or apply online: www.plimsoll.com

DEADLINE CHANGE

To place a Classified Ad to run in the Friday edition of the paper the NEW Deadline will be Tuesday by 3 p.m.

The Advocate Classified Advertising Department
225-383-0111 • 504-636-7425 • 337-504-7804

Pets / Pet Services Directory

PETS • SUPPLIES • SERVICES • OBITUARIES • LOST & FOUND

PLACE YOUR PET SERVICES INFORMATION IN THE PET SERVICES DIRECTORY TODAY! • IT IS FAST AND EASY! • CALL 225-383-0111

DOGS
AKC Cocker Spaniel pups, s&w. Buff Males $600, Choc Males $800, Buff Fem $1200. 985-860-5599

DOGS
AKC Yorkie pups. Females & Males, s&w. TEXT 504-343-5235

DOGS
French Bulldog - AKC French Bulldog pups for sale. Contact for Pictures. 2 pied brindle females, 1 brindle female $3,500. 225-978-4094

DOGS
German shepherd puppies for sale, s&w $350. 225-205-4311

DOGS
Goldendoodle, German Shepherds - Ready to go, H. Guar. F/S, Wormed, $500 and up 225-683-3511 or 225-270-0096

DOGS
Goldendoodle Puppies - F1B 8weeks with clean bill of health from vet. Willing to Travel. John $850 225-290-0688



DOGS
Golden Retriever - AKC Pups in Amite, La. $2250 985-247-1987

DOGS
Jack Rat Terrier/Chihuahua mix puppies. Tiny, playful & so adorable. S/W & ready to go. $500 Cash! 225-936-7052

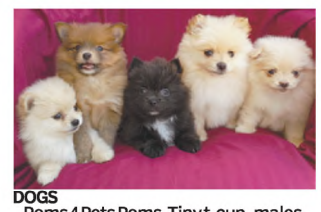
DOGS
Miniature long hair Dachshunds - Shots and wormed. $700.00 (985)222-0577



DOGS
P4P Yorkie T-CUPS!!! Now taking CASH deposits. Call for details (225) 810-5771.

DOGS
PARTI YORKIES - AKC PARTI YORKIES AVAILABLE. AKC FULL REGISTRATION AND VET RECORDS. PLEASE DO NOT TEXT, $CALL FOR PRICE 337-351-1014

PRINT ADVERTISING WORKS



DOGS
Poms 4 Pets Poms. Tiny t-cup, males, ready! ($2,000) 225-810-5771

DOGS
Registered German Shepherd puppies. 14wks S&W $800. Call 225-315-1936

DOGS
Shih Tzu - Taking deposits Adorable Shih Tzu Babies s/w, vet checked call 225-921-7975

DOGS
Toy Poodle; Mini Aussiedoodle - Reg., H/Guar., F/S wormed $1,000 & up 225-683-3511 or 225-270-0096



DOGS
Yorkie - Rare colors Chocolate Merle & Chocolate! $2500 337-501-8127

Public Notices

Public Notices Bids/Proposals

PUBLIC NOTICE

ADVERTISEMENT FOR BIDS

PROJECT TITLE: DeSoto Parish New Detention Facility and Sheriff's Office

RECEIPT OF BIDS. Sealed and electronic bids will be received by the Owner, DeSoto Parish Police Jury, in the Police Jury Meeting Room, Police Jury Building, 101 Franklin Street, Mansfield, Louisiana, until **10:00 am, Thursday, February 16, 2023,** and then publicly opened and read aloud.

DESCRIPTION OF PROJECT. Construct a new detention facility and adjacent two-story Sheriff's Office building.

REQUIRED LICENSE. Building Construction

ENGINEER'S ESTIMATE. $20,000,000-$22,000,000

BIDDING DOCUMENTS. Bidding Documents may be obtained from: www.BidExpress.com. If you have any questions regarding the electronic bidding process, please call Bid Express at 1-888-352-BIDX(2439). Bidding Documents may also be obtained from:

Newman Marchive, Inc.
2800 Youree Drive,
Suite 310
Shreveport, LA 71104
318-219-1814
Mr. Lauren Marchive
marchive@newmaninc.com

DEPOSIT. There is no deposit for e-version Bidding Documents.

BID SECURITY. Bids must be accompanied by bid security equal to five percent (5%) of the sum of the base bid and any alternatives and must be in the form of a certified check, cashier's check, or bid bond written by a surety company licensed to do business in Louisiana, and payable to the Owner.

PRE-BID CONFERENCE. A MANDATORY PRE-BID CONFERENCE will be held at 10:00 am, on Thursday, January 26, 2023, at the DeSoto Parish Police Jury Meeting Room. Sign-in will be between **9:45 am and 10:00 am.** Meeting will be closed at 10:00 am. Persons arriving after the meeting starts will not be allowed to attend the pre-bid conference. Attendance at the pre-bid conference by an officer, estimator or other individual with knowledge in preparing the bid, is **MANDATORY** and will be considered a pre-condition for bidder eligibility.

ACCEPTANCE OF BIDS. Bids shall only be accepted from contractors who are properly licensed under LA R.S. 37. No bid may be withdrawn after the bid opening except as allowed under the provisions of LA R.S. 38 and the Bid Documents. The owner reserves the right to reject any and all bids for just cause in accordance with LA R.S. 38.

Ernel Jones, President
DeSoto Parish Police Jury
Advertisement Dates:
December 29, 2022:
January 5, 12 & 19, 2023

19084-jan 5-12-19-3t

PUBLIC NOTICE

ADVERTISEMENT
SOWELA Technical Community College is accepting sealed bids for High Speed Engine Lathe to be used in our Machine Tool Program at SOWELA Technical Community College campus. Bids will be publicly opened and read at SOWELA Technical Community College; 3820 Sen. J. Bennett Johnston Avenue, Lake Charles, LA 70615 on January 24, 2023 at 10:00 A.M. Specifications and bid form (#74362) may be obtained by contacting Susan Tucek at susan.tucek@sowela.edu. SOWELA Technical Community College does not discriminate on the basis of race, color, national origin, gender, disability, or age in its programs or activities. The following person has been designated to handle inquiries regarding the non-discrimination policies: Title—Compliance Office, Address—3820 Sen J Bennett Johnston Ave, Lake Charles, LA 70615, Telephone No—337-421-6565 or 800-256-0483, Email—compliance-officer@sowela.edu

19194-jan 5-1t

PUBLIC NOTICE

NOTICE TO CONTRACTORS

The City of Baton Rouge and Parish of East Baton Rouge will receive **electronic or paper** bids for the construction of the following project:

BR AIRPORT CONCOURSE "A" ROOF REPLACEMENT

9430 JACKIE COCHRAN DRIVE, BATON ROUGE, LA 70807

CITY PARISH PROJECT NO. 21-ASC-CP-1440

PROJECT DESCRIPTION: Various renovations to five branch libraries including but not limited to interior and exterior painting, flooring installation, plumbing fixture installation, light fixture installation, gutter and downspout installation, exterior cleaning, masonry sealing and door hardware installation.

Electronic or sealed bids will be received until **2:00 PM Local Time, Thursday, January 26th, 2023,** by the **Purchasing Division, City Hall, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802.** No bids will be received after 2:00 PM on the same day and date.

Statutory Forms that Must be Submitted to the Purchasing Division by all bidders prior to the opening of all bids related to a contract for public works in accordance with La. R.S. 38:2212 (B)(3)(b) are as follows: (see bid package Part 1-A for forms)

Certification Regarding Debarment, Suspension and Other Responsibility Matters
Attestation Clause per LA RS 38:2227 (Past Criminal Convictions) and
Legal Citizen Affidavit LA RS 38:2212.10.

Electronic bids and electronic bid bonds for the solicitation will be downloaded by the City of Baton Rouge and Parish of East Baton Rouge, Purchasing Division. Electronic bids and electronic bid bonds must be submitted through **www.centralauctionhouse.com** prior to the bidding deadline. Beginning as soon as feasible after the bid closing time all electronic bids will be downloaded and publicly read aloud along with all paper bids received, if any, in Room 826 of the City Hall Building immediately after the 2:00 PM bid opening. Bidders and/or their authorized representatives are invited to be present.

Bids, amendments to bids, or request for withdrawal of quotations, received after time specified for bid opening shall not be considered for any cause whatsoever. Bid results can be viewed at the link: http://www.brgov.com/dept/purchase/bidresults.asp

Bids shall be firm for a period of forty-five (45) days from the date of the opening of bids and no bid shall be withdrawn for any reason during this period of time except as allowed per R.S. 38:2214.C.

Electronic copies of the plans, specifications and contract documents may be obtained online at www.centralauctionhouse.com. Plan holders are responsible for their own reproduction costs. **Printed copies** are not available from the Architect. Paper copies of the plans, specifications and contract documents are on file and may be obtained from the **Department of Buildings & Grounds, Architectural Services Division Room 227, 1100 Laurel Street, Baton Rouge, Louisiana 70802 between the hours of 7:30 AM to 3:00 PM,** upon payment of $30.00 Dollars. (Make checks payable to the City of Baton Rouge and Parish of East Baton Rouge.) Fees for plans, specifications and contract documents are to cover the cost of reproduction and are non-refundable in accordance with Louisiana Revised Statutes.

A Certified Check or Cashier's Check, payable to the Parish of East Baton Rouge or a satisfactory Bid Bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the total bid, shall be submitted with each bid.

Bids shall be received electronically via www.centralauctionhouse.com or on solicitation bid forms furnished by the City of Baton Rouge and Parish East Baton Rouge, and only those bids shall be received by the City-Parish which is submitted by those Contractors in whose names the **solicitation bid** forms and/or specifications were issued. In no event shall **paper solicitation** forms be issued later than twenty-four (24) hours prior to the hour and date set for receiving proposals.

The Bidder is advised that the City of Baton Rouge and Parish of East Baton Rouge is an Equal Opportunity Employer. Therefore the Bidder is encouraged to utilize minority participation in this contract to the extent possible through the use of small, disadvantaged and women-owned businesses as suppliers or subcontractors. To assist the City-Parish in our efforts to track the minority participation on our construction projects the successful low bidder shall include CP DBE-1 (revised 3/6/2012) with the monthly partial payment request.

All Contractors bidding on this work shall comply with all provisions of the State Licensing Law for Contractors, R.S. 37:2150-2163, as amended, for all public contracts. It shall also be the responsibility of the General Contractor to assure that all subcontractors comply with this law. If required for bidding, Contractors must hold an active license issued by the State of Louisiana Licensing Board for Contractors in the classification of **Roofing and Sheet Metal,** and must show their license number on the face of the bid envelope.

In accordance with La. R.S. 38:2214 (B) the City of Baton Rouge and Parish of East Baton Rouge reserves the right to reject any and all bids for just cause. In accordance with La. R.S. 38:2212 (A)(1)(b), the provisions and requirements of this Section, those stated in the advertisement for bids, and those required on the bid form, shall not be considered as informalities and shall not be waived by any public entity.

A non-mandatory **pre-bid conference** will be held at **10:00 AM on Thursday, January 5th, 2023,** at the Baton Rouge Metropolitan Airport, 9430 Jackie Cochran Drive, Baton Rouge, LA 70807. All parties interested in this project are invited to attend this conference.

For additional information regarding the construction documents, please contact **Bid Related:** Purchasing **Division (225) 389-3259; General Documents** and **Construction Documents** related: Rob Gray, Architectural Services Division (225) 389-4694 or rgray@brla.gov.

Rev 05/15/2015

18845-dec 29-jan 5-12-3t

PUBLIC NOTICE

PUBLIC NOTICE
ST. CHARLES PARISH
Request for Proposals

for

Program Administrative/Management Services to implement the St. Charles Parish CDBG – Disaster Recovery Program

St. Charles Parish has been allocated Community Development Block Grant (CDBG) Disaster Recovery funds in the amount of $3,897,180 by the Office of Community Development for disaster recovery efforts in response to the 2020 and 2021 disasters. These funds are to be used for infrastructure and economic revitalization efforts through the Hometown Revitalization Program and Resilient Communities Infrastructure Program. The Parish is interested in procuring the services of an administrative consulting firm to manage the implementation of these programs.

The procedures for the selection of this firm will be in accordance with the procurement requirements of the US Department of Housing and Urban Development and State of Louisiana, Office of Community Development, CDBG Disaster Recovery Program, and St. Charles Parish. All responses received will be evaluated in accordance with the selection criteria and corresponding point system, which is identified in the Request for Proposals package. The package also identifies the scope of services to be performed by the selected firm. All proposals will be scored and ranked with the highest rated firm being awarded the contract. Interviews may be conducted at the Parish's discretion or in the event of a tie.

Interested parties are invited to secure a proposal package from Stacy Dugas by e-mailing a request to **sdugas@stcharlesgov.net.**

Proposals must be received by the St. Charles Parish Grants Office at P.O. Box 302, Hahnville, LA 70057 or 15045 River Road 3rd Floor, Hahnville, LA 70057, no later than 10:00 a.m., local time on Monday, January 23, 2023. Any proposal received later than the specified time and date will NOT be accepted or considered.

No facsimile, e-mail, or telephone proposals will be accepted. Submitted Proposals MUST be sealed and clearly labeled: St. Charles Parish CDBG – Disaster Recovery Program Management Services on the outside of the envelope/package, as well as the Proposer's business name, address, and license number (if applicable).

St. Charles Parish is an Equal Opportunity Employer. We encourage all small and minority-owned firms and women's business enterprises to apply.
Persons requiring reasonable accommodation to respond to this solicitation are requested to contact Carla Chiasson at cchiasson@stcharlesgov.net to discuss their particular needs.
Advertisement Source and Dates:

St. Charles Parish Herald Guide
St. Charles Parish web site - https://www.stcharlesparish.gov/
The Advocate

Thursday, December 22, 2022
Thursday, December 29, 2022
Thursday, January 5, 2023

17934-DEC 22-29-JAN 5-3T

PUBLIC NOTICE

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

230101 Assistive Technology Goods and Services
230102 Comprehensive Facilities Management & Services
230103 Janitorial and Sanitation Supplies & Services
230104 Trades, Labor, and Materials (2 Part with JOC)
230105 Technology Solutions Products and Services

Proposals are due and will be opened on **February 17, 2023 at 3:00 pm local time.** Call 866-839-8477 for problems with website or questions.

17073-jan 5-12-2t

Legal Notices

PUBLIC NOTICE

CITY OF BATON ROUGE - EAST BATON ROUGE PARISH
COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT PROGRAM
FINAL NOTICE AND PUBLIC EXPLANATION OF A PROPOSED ACTIVITY IN A 100-YEAR FLOODPLAIN

January 5, 2023

To: All Interested Agencies, Groups, and Individuals

This is to give notice that the City of Baton Rouge – East Baton Rouge Parish is proposing to demolish forty-six (46) blighted properties on scattered sites. One (1) of those sites is within a designated flood zone area. This notice is required by Section 2(a) (4) of Executive Order 11988 for Floodplain Management, in accordance with HUD regulations at 24 CFR 55.20, Subpart C, Procedures for Making Determinations on Floodplain Management, for the proposed action that is within and/or affects a floodplain.

There are three primary purposes for this notice. First, people who may be affected by activities in floodplains and those who have an interest in

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THE ADVOCATE
Baton Rouge, Louisiana

Publication Date: 01/12/2023

THE ADVOCATE BUSINESS SERVICES DIRECTORY



Landscaping
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Public Notices Bids/Proposals

and Parish of East Baton Rouge will receive **electronic or paper** bids for the construction of the following project:

BR AIRPORT CONCOURSE "A" ROOF REPLACEMENT

9430 JACKIE COCHRAN DRIVE, BATON ROUGE, LA 70807

CITY PARISH PROJECT NO. 21-ASC-CP-1440

PROJECT DESCRIPTION: Various renovations to five branch libraries including but not limited to interior and exterior painting, flooring installation, plumbing fixture installation, light fixture installation, gutter and downspout installation, exterior cleaning, masonry sealing and door hardware installation.

Electronic or sealed bids will be received until **2:00 PM Local Time, Thursday, January 26th, 2023,** by the **Purchasing Division, City Hall, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802.** No bids will be received after 2:00 PM on the same day and date.

Statutory Forms that Must be Submitted to the Purchasing Division by all bidders prior to the opening of all bids related to a contract for public works in accordance with La. R.S. 38:2212 (B)(3)(b) are as follows: (see bid package Part 1-A for forms)

Certification Regarding Debarment, Suspension and Other Responsibility Matters
Attestation Clause per LA RS 38:2227 (Past Criminal Convictions) and
Legal Citizen Affidavit LA RS 38:2212.10.

Electronic bids and electronic bid bonds for the solicitation will be downloaded by the City of Baton Rouge and Parish of East Baton Rouge, Purchasing Division. Electronic bids and electronic bid bonds must be submitted through **www.centralauctionhouse.com** prior to the bidding deadline. Beginning as soon as feasible after the bid closing time all electronic bids will be downloaded and publicly read aloud along with all paper bids received, if any, in Room 826 of the City Hall Building immediately after the 2:00 PM bid opening. Bidders and/or their authorized representatives are invited to be present.

Bids, amendments to bids, or request for withdrawal of quotations, received after time specified for bid opening shall not be considered for any cause whatsoever. Bid results can be viewed at the link: http://www.brgov.com/dept/purchase/bidresults.asp

Bids shall be firm for a period of forty-five (45) days from the date of the opening of bids and no bid shall be withdrawn for any reason during this period of time except as allowed per R.S. 38:2214.C.

Electronic copies of the plans, specifications and contract documents may be obtained online at www.centralauctionhouse.com. Plan holders are responsible for their own reproduction costs. **Printed copies** are not available from the Architect. Paper copies of the plans, specifications and contract documents are on file and may be obtained from the **Department of Buildings & Grounds, Architectural Services Division Room 227, 1100 Laurel Street, Baton Rouge, Louisiana 70802 between the hours of 7:30 AM to 3:00 PM,** upon payment of $30.00 Dollars. (Make checks payable to the City of Baton Rouge and Parish of East Baton Rouge.) Fees for plans, specifications and contract documents are to cover the cost of reproduction and are non-refundable in accordance with Louisiana Revised Statutes.

A Certified Check or Cashier's Check, payable to the Parish of East Baton Rouge or a satisfactory Bid Bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the total bid, shall be submitted with each bid.

Bids shall be received electronically via www.centralauctionhouse.com or on solicitation bid forms furnished by the City of Baton Rouge and Parish East Baton Rouge, and only those bids shall be received by the City-Parish which is submitted by those Contractors in whose names the **solicitation bid forms** and/or specifications were issued. In no event shall **paper solicitation** forms be issued later than twenty-four (24) hours prior to the hour and date set for receiving proposals.

The Bidder is advised that the City of Baton Rouge and Parish of East Baton Rouge is an Equal Opportunity Employer. Therefore the Bidder is encouraged to utilize minority participation in this contract to the extent possible through the use of small, disadvantaged and women-owned businesses as suppliers or subcontractors. To assist the City-Parish in our efforts to track the minority participation on our construction projects the successful low bidder shall include CP DBE-1 (revised 3/6/2012) with the monthly partial payment request.

All Contractors bidding on this work shall comply with all provisions of the State Licensing Law for Contractors, R.S. 37:2150-2163, as amended, for all public contracts. It shall also be the responsibility of the General Contractor to assure that all subcontractors comply with this law. If required for bidding, Contractors must hold an active license issued by the State of Louisiana Licensing Board for Contractors in the classification of **Roofing and Sheet Metal,** and must show their license number on the face of the bid envelope.

In accordance with La. R.S. 38:2214 (B) the City of Baton Rouge and Parish of East Baton Rouge reserves the right to reject any and all bids for just cause. In accordance with La. R.S. 38:2212 (A)(1)(b), the provisions and requirements of this Section, those stated in the advertisement for bids, and those required on the bid form, shall not be considered as informalities and shall not be waived by any public entity.

A non-mandatory **pre-bid conference** will be held at **10:00 AM on Thursday, January 5th, 2023,** at the Baton Rouge Metropolitan Airport, 9430 Jackie Cochran Drive, Baton Rouge, LA 70807. All parties interested in this project are invited to attend this conference.

For additional information regarding the construction documents, please contact **Bid Related: Purchasing Division (225) 389-3259; General Documents** and **Construction Documents** related: Rob Gray, Architectural Services Division (225) 389-4694 or rgray@brla.gov.

Rev 05/15/2015

18845-dec 29-jan 5-12-3t

PUBLIC NOTICE
- - -
SECTION 00 0004 – ADVERSTISEMENT FOR BIDS

Sealed bids will be received by Grace Hebert Curtis Architects, LLC 501 Government Street, Suite 200, Baton Rouge, LA 70802 until **2:00 PM on Tuesday, February 14, 2023**

FOR: University View Academy – Lynx Den

A mandatory Pre-Bid Conference will be held at 10:00am, Wednesday, February 1, 2023 at the project site located at 4715 Bennington Ave., Baton Rouge, LA 70808. No bid will be accepted from any contractor who does not attend and sign-in at the Pre-Bid Conference.

Complete Bidding Documents for this project are available in electronic form. They may be obtained without charge and without deposit from Grace Hebert Curtis Architects, LLC, Centerline Bidding Module at www.centerlinebidconnect.com. Printed copies are not available from the Designer, but arrangements can be made to obtain them through most reprographic firms. Plan holders are responsible for their own reproduction costs. Questions about this procedure shall be directed to the Designer at:

Grace Hebert Curtis Architects, LLC
501 Government Street, Suite 200
Baton Rouge, LA 70802
PHONE (225) 338-5569

All bids must be accompanied by bid security equal to five percent (5%) of the sum of the base bid and all alternates, and must be in the form of a certified check, cashier's check or Bid Bond Form written by a surety company licensed to do business in Louisiana, signed by the surety's agency or attorney-in-fact. Surety must be listed on the current U.S. Department of the Treasury Financial Management Service list of approved bonding companies as approved for an amount equal to or greater than the amount for which it obligates itself in the Bond, or must be a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide. If surety qualifies by virtue of its Best's listing, the amount of the Bond may not exceed ten percent of policyholders' surplus as shown in the latest A.M. Best's Key Rating Guide. The Bid Bond shall be in favor of the University View Academy, and shall be accompanied by appropriate power of attorney. No Bid Bond indicating an obligation of less than five percent (5%) by any method is acceptable.

The successful Bidder shall be required to furnish a Performance and Payment Bond written by a company licensed to do business in Louisiana, in an amount equal to 100% of the Contract amount. Surety must be listed currently on the U.S. Department of Treasury Financial management Service List (Treasury List) as approved for an amount equal to or greater than the contract amount, or must be an insurance company domiciled in Louisiana or owned by Louisiana residents. If surety is qualified other than by listing on the Treasury list, the contract amount may not exceed fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance and may not exceed the amount of $500,000. However, a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide shall not be subject to the $500,000 limitation, provided that the contract amount does not exceed ten percent of policyholders' surplus as shown in the latest A.M. Best's Key Rating Guide nor fifteen percent of policyholder's surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance. The Bond shall be signed by the surety's agent or attorney-in-fact.

Bids shall be accepted from Contractors who are licensed under LA. R.S. 37:2150-2163 for the classification of Building Construction. Bidder is required to comply with provisions and requirements of LA R.S. 38:2212 (A)(1)(c). No bid may be withdrawn for a period of thirty (30) days after receipt of bids, except under the provisions of LA. R.S. 38:2214.

The Owner reserves the right to reject any and all bids for just cause. In accordance with La. R.S. 38:2212 (A)(1)(b), the provisions and requirements of this Section, those stated in the advertisement for bids, and those required on the bid form shall not be considered as informalities and shall not be waived by any public entity.

21083-JAN 12-19-26-3T

PUBLIC NOTICE
- - -

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

230101 Assistive Technology Goods and Services
230102 Comprehensive Facilities Management & Services
230103 Janitorial and Sanitation Supplies & Services
230104 Trades, Labor, and Materials (2 Part with JOC)
230105 Technology Solutions Products and Services

Proposals are due and will be opened on **February 17, 2023 at 3:00 pm local time.** Call 866-839-8477 for problems with website or questions.

17073-jan 5-12-2t

NEWS 24/7 ON THEADVOCATE.COM

Public Notices Conservation

PUBLIC NOTICE
- - -
- 3 -
PLEASANT HILL FIELD
23-50 and 23-51
LEGAL NOTICE
STATE OF LOUISIANA, OFFICE OF CONSERVATION, BATON ROUGE, LOUISIANA.

In accordance with the laws of the State of Louisiana, and with particular reference to the provisions of Title 30 of Louisiana Revised Statutes of 1950, a public hearing will be held in the Hearing Room, 1st Floor, LaSalle Building, 617 North 3rd Street, Baton Rouge, Louisiana, at 9:00 a.m. on **TUESDAY, FEBRUARY 14, 2023,** upon the application of **SWN PRODUCTION (LOUISIANA), LLC.**

At such hearing the Commissioner of Conservation will consider evidence relative to the issuance of Orders pertaining to the following matters relating to the **Haynesville Zone, Reservoir A,** in the Pleasant Hill Field, Sabine Parish, Louisiana.

1. To authorize SWN Production (Louisiana), LLC to drill, designate and utilize two cross unit horizontal wells, with one well serving as the substitute unit well for HA RA SUSS and as an alternate unit well for HA RA SUL and one well to serve as an alternate unit well for HA RA SUSS and HA RA SUL, at the locations and in the general manner shown on the plat submitted with the application, or at any legal location within the respective units, and to approve an exception to the spacing provisions of Office of Conservation Order No. 498-B, provided that each of said proposed cross unit horizontal wells will be perforated no closer than 330' from any unit boundary other than the common boundary between the affected units.
2. To find that the proposed horizontal wells are necessary to efficiently and economically drain a portion of the Haynesville Zone, Reservoir A, underlying the unit or units on which it is proposed to be drilled which cannot be efficiently and economically drained by any existing well on such units(s), will prevent waste, avoid the drilling of unnecessary wells, protect correlative rights and promote the full and efficient development of the natural resources of this state.
3. To designate SWN Production (Louisiana), LLC as operator of HA RA SUSS.
4. To provide that if the horizontal portion of a well is cased and cemented back above the top of the Haynesville Zone, Reservoir A, the distance to any unit boundary and offset well(s) will be calculated based on the distance to the nearest perforation in the well and not on the penetration point or terminus of the well.
5. To provide that production from the cross unit wells shall be separated and metered individually and that this information shall be reported in the manner prescribed by the Office of Conservation.
6. To provide that the unit allowables for the affected units may be produced from the unit well, substitute unit well, and alternate unit well, or from any combination of such wells serving the unit, at the discretion of the operator.
7. To provide that production from a cross unit horizontal well shall be allocated to each unit penetrated by the well in the same proportion as the perforated length of the lateral in each such unit bears to the total length of the perforated lateral as determined by an "as drilled" survey performed after the well has been drilled and completed.
8. Except insofar as set forth above, to confirm and continue in full force and effect the provisions of Order No. 498-B, effective October 7, 2008, as amended and supplemented by the 498-B Series of Orders and of all applicable Statewide Orders.
9. To consider such other matters as may be pertinent.

The Haynesville Zone, Reservoir A was defined in Order No. 498-B, effective October 7, 2008.

A plat is available for inspection in the Office of Conservation in **Baton Rouge and Shreveport,** Louisiana.
http://dnr.louisiana.gov/conshearings

All parties having interest therein shall take notice thereof.

BY ORDER OF:

RICHARD P. IEYOUB
COMMISSIONER OF

Public Notices Conservation

CONSERVATION

Baton Rouge, LA
1/9/23;1/12/23 S lck

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED ASSISTANCE AT THE HEARING, PLEASE CONTACT THE OFFICE OF CONSERVATION-ENGINEERING DIVISION AT P.O. BOX 94275, BATON ROUGE, LA 70804-9275 IN WRITING WITHIN TEN (10) WORKING DAYS OF THE HEARING DATE.

20999 Jan. 12, 2023 1t

PUBLIC NOTICE
- - -
- 4 -
BENSON AND CONVERSE FIELDS
23-52 thru 23-56
LEGAL NOTICE
STATE OF LOUISIANA, OFFICE OF CONSERVATION, BATON ROUGE, LOUISIANA.

In accordance with the laws of the State of Louisiana, and with particular reference to the provisions of Title 30 of Louisiana Revised Statutes of 1950, a public hearing will be held in the Hearing Room, 1st Floor, LaSalle Building, 617 North 3rd Street, Baton Rouge, Louisiana, at 9:00 a.m. on **TUESDAY, FEBRUARY 14, 2023,** upon the application of **GEP HAYNESVILLE II, LLC.**

At such hearing the Commissioner of Conservation will consider evidence relative to the issuance of Orders pertaining to the following matters relating to the **Haynesville Zone, Reservoir A,** in the Benson and Converse Fields, DeSoto and Sabine Parishes, Louisiana.

1. To permit the applicant to drill, designate and utilize two horizontal wells as alternate unit wells: one for HA RA SUHH, in the Converse Field and one for HA RA SUH, in the Benson Field, at the locations and in the general manner shown on the plats submitted with the application, in accordance with the spacing provisions of the 501-G and 496-L Series of Office of Conservation Orders.
2. To permit the applicant to drill, designate and utilize sixteen cross unit horizontal wells as alternate unit wells: two for HA RA SUKK, HA RA SUHH and HA RA SUVV, in the Converse Field, six for HA RA SUKK and HA RA

4845 US Hwy 271 North | Pittsburg, TX 75686
www.tips-usa.com • 866-839-8477 • tips@tips-usa.com

December 7, 2022

Daily Journal of Commerce, Inc.
Attn: Michelle Ropp
SDS 12-2632 PO Box 86
Minneapolis, MN 55486

Please print the following **LEGAL NOTICE** on: **Friday, January 6, 2023 AND Friday, January 13, 2023.**

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

230101 Assistive Technology Goods and Services
230102 Comprehensive Facilities Management & Services
230103 Janitorial and Sanitation Supplies & Services
230104 Trades, Labor, and Materials (2 Part with JOC)
230105 Technology Solutions Products and Services

Proposals are due and will be opened on February 17, 2023 at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

Electronic tear sheets are required for this ad.

Please email proofs, tear sheet copies, affidavit and invoice to Shelley Black at shelley.black@tips-usa.com as advised by TIPS General Counsel.

Thank you,

Shelley Black
Contracts Support
Purchasing Cooperative | Region 8 Education Service Center
4845 US Hwy 271 North | Pittsburg, TX 75686
Ph: 866-839-8477 | Direct: 903-575-2732
www.tips-usa.com | shelley.black@tips-usa.com

Daily Journal of Commerce
11 NE Martin Luther King Jr Blvd.
Portland, OR, 97232
Phone: 503-226-1311 Fax: 503-222-5358

DJC OREGON

Affidavit of Publication

To: The Interlocal Purchasing System Tips - Shelley Black
4845 US Hwy 271 N
Pittsburg, TX, 756864303

Re: Legal Notice 2462060, Assistive Technology Goods and Services

State of OR }
} SS:
County of Multnomah }

I, Nick Bjork, being duly sworn, depose and say that I am the Publisher of the Daily Journal of Commerce, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.101 and 193.020, published in Portland in the aforesaid County and State; that I know from my personal knowledge that the notice described as:
Assistive Technology Goods and Services
THE INTERLOCAL PURCHASING SYSTEM
a printed copy of which is hereto annexed, was published in the entire issue of said newspaper 2 time(s) in the following issues:
01/06/2023 and 01/13/2023.

SEE EXHIBIT A

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME ON 20th day of January 2023

By: _____
Nick Bjork

By: _____

State of Oregon
Notary Public, State of OR
No. 1031542
My commission expires on December 5, 2026

OFFICIAL STAMP
MICHELLE ANNE ROPP
NOTARY PUBLIC-OREGON
COMMISSION NO. 1031542
MY COMMISSION EXPIRES DECEMBER 05, 2026

tals received after the deadline will not be considered.

City Contact: Allan Berry

Email: Berrya@ci.fairview.or.us

Published Jan. 6, 2023. 2462814

COWLITZ-WAHKIAKUM COUNCIL OF GOVERNMENTS

REGIONAL TRAILS PLAN

Submissions due 4:00 pm, February 16, 2023

REQUEST FOR QUALIFICATIONS

The Cowlitz-Wahkiakum Council of Governments (CWCOG) is soliciting interest from consulting firms with expertise in regional trails plans. The two-part project will develop a Regional Trails Plan for the Southwest Washington Regional Transportation Planning Organization (SWRTPO). Part One - An update to the existing inventory of regional trails. The updated inventory will build on the 2016 inventory by identifying any newly constructed trail segments, include planned and potential trails, trail connections to support connectivity, and remove any trail segments no longer planned. Part Two - Based on stakeholder feedback, one key trail segment in each county of the SWRTPO will be selected for scoping and development to create a more complete plan and assist in securing future funding for trail design and construction. The project duration is from April 17, 2023, to no later than December 31, 2024. Qualified consultants are invited to submit their qualifications as outlined in the project's RFQ posted at www.cwcog.org. To be considered, all submissions should be sent electronically to cwcog@cwcog.org by 4:00 PM on February 16, 2023 or mailed to Cowlitz-Wahkiakum Council of Governments, ATTN Bill Fashing, PO Box 128, Kelso, WA 98632. All submissions must be received by the CWCOG by the deadline. Late submittals will not be accepted. Project questions should be directed to the Project Manager, Robert Stevens, at rstevens@cwcog.org or by calling the main office at (360) 577-3041.

Published Jan. 6, 2023. 2462764

CITY OF BEND

SOLE SOURCE PUBLIC NOTICE

Date of Public Notice: January 6, 2023

Anticipated Award Date: January 18, 2023

Description: Consulting services for temporary non-congregate emergency shelter operations and related supportive services

Prospective Contractor: NeighborImpact

Amount: $2,634,610.79

The City intends to contract for consulting services for temporary non-congregate emergency shelter operations and related supportive services. The contract will provide services to operate safe shelter in former or current hotel rooms and related supportive services to unhoused community members. NeighborImpact is the sole contractor who can provide the services required.

An entity may protest this determination in accordance with OAR 137-047-0710 no later than January 13, 2023. Protests must be submitted to City of Bend Procurement & Public Contracts Department 710 NW Wall Street, Bend, Oregon, 97703. For additional information please contact Nita Burke at 541-385-6677 or nburke@bendoregon.gov

Published Jan. 6, 2023. 2462718

CITY OF COQUILLE

DESIGN AND ENGINEERING SERVICES

Proposals due February 3, 2023

REQUEST FOR QUALIFICATIONS

The City of Coquille is seeking proposals for the design and engineering of a seismic rehabilitation of the Coquille Fire Station. Submissions will be accepted until February 3, 2023. The RFQ is available at www.cityofcoquille.org under "Home" > "Bids and Proposals." Contact Hailey Sheldon at planning@cityofcoquille.org with questions.

Published Jan. 6, 2023. 2462662

VANCOUVER SCHOOL DISTRICT

PROFESSIONAL SERVICE CONSULTANTS

Submissions due February 1, 2023

REQUEST FOR SUBMISSIONS

Vancouver Public Schools occasionally hires professional service consultants including architectural, engineering, and others to perform various design and consulting services on a variety of public works projects. In accordance with RCW 39.80.030, the district encourages architectural, engineering, or similar consultants to submit for consideration on a variety of public projects executed by the District. There are no specific activities or projects at this time. Please submit at least two copies of your submission. All submissions can be sent via mail to the Facilities Planning Department, Attn: Nicole Daltoso, PO Box 8937, Vancouver WA 98668-8937 or via email to Nicole.Daltoso@vansd.org by Wednesday, February 1, 2023.

The Vancouver School District would like to see submissions covering at least the following areas of professional work:

Architectural
Construction Management
Construction Inspection and Material Testing
Civil Engineering
Electrical Engineering
Environmental Engineering & Consultants
Geotechnical Engineering and Testing
Land Surveying
Landscape Architectural
Mechanical Engineering
Structural Engineering
Traffic Engineering
Other Engineering Specialty
Planning/Land use
Playground Design Consultant

Submissions should include:

· Name of your company

· Who will service as the primary point of contact to the District

· Primary point of contact name, phone and email

· Type of services your company is qualified to perform

· A description of your firm's experience providing services your company is qualified to perform

· Describe approach to compliance with federal, state, and local regulatory requirements

· Show firm's flexibility in adapting to changing needs and priorities

· Identify methods and approaches used to meet completion deadlines

· Provide a list of projects completed within the last four (4) years

· Project name, description, and location

· Beginning and end dates of project

· Description of services provided by your firm

· Any sub-consultants that worked with the firm

· Provide at least five (5) references

· Staff resumes including titles, licenses, certifications

The Vancouver School District is an Equal Opportunity district in education programs, activities, services, and employment. Vancouver School District does not discriminate on the basis of race, creed, color, religion, sex, national origin, marital status, sexual orientation, including gender expression or identity, age, families with children, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal. We provide equal access to the Boy Scouts of America and other designated youth groups. We also comply with Section 504 of the Rehabilitation Act of 1973, Section 402 of the Vietnam Era Veterans Readjustment Act of 1974, the Americans with Disabilities Act of 1990, the Civil Rights Act of 1964, the Age Discrimination in Employment Act, Older Worker Protection Act, and all other state, federal, and local equal opportunity laws.

Published Jan. 6 & 11, 2023.

2462647

SALEM-KEIZER SCHOOL DISTRICT 24J

PUBLIC NOTICE INTENT TO USE A PERMISSIVE COOPERATIVE PROCUREMENT

Salem-Keizer School District 24J is providing notice of the intent to purchase the following buses from Western Bus Sales, Inc. utilizing the Eugene School District 4J Cooperative Contract #: 18-442. Total expenses are estimated to be $2,012,717.00 for the purchases.

Four (4) 2023 Chevrolet 3500 DRW Micro Bird G5 100 4-Row; Type A School Bus, 139" Wheelbase, Passenger Capacity: 16; Alternate Capacity: 15 CRS OR 8 Latch.

Eight (8) 2023 Chevrolet 3500 DRW Micro Bird G5 200 5-Row, Type A School Bus, 159" Wheelbase, Passenger Capacity: 20, Alternate Capacity: 19 CRS OR 10 Latch.

Three (3) 2023 Chevrolet 4500 DRW Micro Bird G5 200-5-Row, Type A School Bus, 159" Wheelbase, Passenger Capacity:20, Alternate Capacity: 19 CRS OR 10 Latch.

Two (2) 2023 Chevrolet 4500 DRW Micro Bird G5 200 6-Row; Type A School Bus, 177" Wheelbase; Passenger Capacity: 20, Alternate Capacity: 20 CRS OR 10 Latch, Max Knee Room.

Anyone wishing to comment must provide written notification to the District. Provide comments to Salem-Keizer School District, Procurement & Contracting Services, Attn: Diana Kirkham, 3630 State St, Salem, OR, 97301. Comments must arrive at the Procurement Department no later than the close of business seven days after publication of this notice.

Published Jan. 6, 2023. 2462604

LANE COUNTY PUBLIC WORKS DEPARTMENT

ANNUAL PRICE AGREEMENT FOR PURCHASE OF LIQUID ASPHALT MATERIALS, DELIVERY, CRC DISTRIBUTOR AND OPERATOR

Bids Due 10:00 am, January 24, 2023

ADVERTISEMENT FOR BID

Bid Closing for the project identified below will be at 10:00 a.m., local time, TUESDAY, JANUARY 24, 2023. Bids will be received electronically by Matt Tarnoff, Planner, Road Maintenance Division, Lane County Department of Public Works for the following contract:

CONTRACT NO. 23/24-M&S-52

ANNUAL PRICE AGREEMENT FOR PURCHASE OF LIQUID ASPHALT MATERIALS, DELIVERY, CRC DISTRIBUTOR AND OPERATOR

To establish unit prices for Lane County's liquid asphalt material, delivery, CRC distributor and operator needs during the period of July 1, 2023 to June 30, 2024. Materials will include various types of liquid asphalt, hot applied liquid asphalt and emulsified asphalt used in the County's chip seal and fog seal operations called for in the specifications and bid booklet.

BID DOCUMENTS

Bidding documents and information pertaining to this project, including questions, plan holder lists, and bid results are available in electronic form only, and may be obtained by bidders and interested parties after 8:00 am on Friday, January 6, 2023 at the Lane County home page on the Bid Express service website at: https://www.bidexpress.com/businesses/44723/home.

To submit an electronic bid, a bidder must:

Be signed up with an Internet Service Provider, and

Set up an account with Bid Express® at www.bidexpress.com - There is no cost to set up an account to bid electronically on Lane County projects.

Follow all instructions on Bid Express® to submit a responsive bid.

Additional questions may be submitted by email sent to: matthew.tarnoff@lanecountyor.gov

OTHER INFORMATION

Lane County will not consider a bid for a price agreement, delivery, CRC distributor, and operator contract unless the bidder is licensed by the Construction Contractors Board or the State Landscape Contractors Board.

This project does not require the contractor or subcontractor to be licensed under ORS 468A.720 for asbestos abatement.

This contract is not for a public improvement and prevailing wage rates are not required. No bid security is required.

Each bid must contain a statement as to whether the bidder is a resident or non-resident bidder, as defined in ORS 279A.120. Each bidder must be an "Equal Opportunity Employer" and comply with the appropriate provisions of state and federal law. Each bidder is required to comply with ORS 656.017 regarding worker's compensation unless the bidder meets the requirements for exemption under ORS 656.126.

Lane County may reject a bid that does not comply with prescribed public contracting procedures and requirements, including the requirement to demonstrate the bidder's responsibility under ORS 279C.375(3)(b), and the County may reject for good cause all bids after finding that doing so is in the public interest.

Lane County Department of Public Works
3040 North Delta Highway
Eugene, Oregon 97408

Published Jan. 6, 2023. 2462592

THE INTERLOCAL PURCHASING SYSTEM

PROCUREMENT SOLICITATIONS

Proposals due 3:00 pm, February 17, 2023

REQUEST FOR PROPOSALS

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

230101 Assistive Technology Goods and Services

230102 Comprehensive Facilities Management & Services

230103 Janitorial and Sanitation Supplies & Services

230104 Trades, Labor, and Materials (2 Part with JOC)

230105 Technology Solutions Products and Services

Proposals are due and will be opened on February 17, 2023 at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

Published Jan. 6 & 13, 2023.

2462060

TUALATIN VALLEY WATER DISTRICT

189TH PUMP STATION & PIPELINE PROJECT

NOTICE OF HEARING

Tualatin Valley Water District (TVWD) Board of Commissioners acting as the Local Contract Review Board, will hold a public hearing on January 18, 2023 at 6:00 PM. The meeting will be held virtually via a Microsoft Teams meeting. The purpose of the hearing is to take public comments on the draft findings for an exemption from the competitive bidding requirements for the 189th Pump Station & Pipeline Project. The 189th Pump Station & Pipeline Project primarily consists of construction of a replacement 5.2 million gallon per day pump station located at 7400 SW 189th Ave in Beaverton Oregon, approximately 1,850 feet of 16-inch ductile iron pipe from the 189th site to TVWD's Goyak facilities located at 18700 Rigert Rd. in Beaverton, Oregon, and includes the demolition of the existing pump stations and reservoirs located on both sites. Progressive design build is the alternative project delivery method being considered by the TVWD Board. Following the public hearing, the TVWD board anticipates taking official action on the alternative delivery proposal. Copies of the draft findings can be obtained by contacting the project manager, Nick Augustus, at Nick.Augustus@tvwd.org.

For more information regarding this project contact Nicholas Augustus, P.E. at (971) 327-6292.

Published Jan. 6, 2023. 2462635

END OF FIRST TIME PUBLISHED

CONSTRUCTION

LONGVIEW SCHOOL DISTRICT

KESSLER ES - DIGITAL, ADDRESSABLE FIRE ALARM REPLACEMENT

Bids due 1:00 pm, January 20, 2023

ADVERTISEMENT FOR BID

Bids will be accepted for the following project:

TITLE: Longview School District

Kessler ES - Digital, Addressable Fire Alarm Replacement

AGENCY: Longview School District No. 122

ESTIMATED BASE QUOTE COST RANGE: $100,000 to $150,000

ABBREVIATED PROJECT DESCRIPTION: Replace existing digital, addressable fire alarm panel, wiring and devices.

SUBMITTAL TIME/DATE/LOCATION: **Prior to 1:00 P.M., Friday, January 20, 2022.**

Bids will be accepted @ Longview School District MOTF Office 2080 38th Avenue Longview, WA 98632

BY: Longview School District No. 122

PRE-PROPOSAL WALK-THROUGHS: **3:00 P.M. Wednesday January 11, 2023**

Meet at parking lot at Kessler Elementary School, 1902 East Kessler Blvd, Longview, WA. 98632. (Entrance off of 20th street) **Attendance at the Pre-Proposal Walk-through is Mandatory for bidders. Contractors are only required to attend one of the two mandatory walk-throughs.**

The School district will make the plans available for contractors to view online without charge at:

https://www.longviewschools.com/departments/business-services/bids-proposals

Please direct questions regarding this project to the office of the Owners Representative, OTAK CPM, Kevin Moisan Kevin.moisan@otak.com telephone (971)218-5223 or Contact Jason Reetz, Longview School District Facilities Manager at 360-442-1841.

No contractor may withdraw their bid after the time and date set for the submittal thereof, or thereafter, before award of the Contract, unless award is delayed for a period exceeding thirty (30) days from the proposal submittal date.

The Owner reserves the right to accept or reject any or all proposals and to waive informalities.

Published Jan. 4 & 6, 2023.

2462791

CITY OF NEWPORT

LINCOLN COUNTY, OREGON

SCHOONER LANDING SEWER BYPASS PROJECT

Bids due 2:00 pm, January 24, 2022

ADVERTISEMENT FOR BIDS

The City of Newport, OR (Owner) is requesting bids for the construction of the following project:

SCHOONER LANDING BYPASS PROJECT

Proposals must be received by the City by **2:00 pm, January 24, 2023** and then at said office publicly opened and read aloud. Bids received after this time will not be accepted. All interested parties are invited to attend the bid opening.

A brief description of the scope of work is provided below:

The sewer bypass-system project consists of the installation of a pump station that will be connect to an existing upstream 8" sewer pipe. Downstream from the pump station, a short force main and gravity overflow pipe will discharge to a terminal manhole. From the terminal manhole an 8" HDPE gravity sewer line will be installed and connected to an existing downstream manhole. The following are major items that are required to complete the project:

· Furnish and install one (1) prefabricated pump station and accessories.

· Furnish extra pump to the City of Newport for future use.

· Furnish and Install one (1) 48" diameter terminal manhole.

· Furnish and Install approx. 320 lineal feet of 8" HDPE pipe.

· Furnish and Install approx. 20 lineal feet of 2" HDPE force main.

· Furnish and Install approx. 100 lineal feet of 3" electrical conduit.

· Trench excavation and backfill for piping.

· Excavation and backfill for structures.

· Concrete curb, AC Pavement, and landscaping removal and replacement.

· Connections to existing pipe and manhole.

Bidding documents may be examined and downloaded at the OregonBuys website at: https://oregonbuys.gov/ following registration.

Pre-bid inquiries shall be directed to Chris Beatty, Senior Project Manager, at 541-574-3376 or c.beatty@newportoregon.gov

No bid will be considered unless fully completed in the manner provided in the Instructions to Bidders, and accompanied by a bid security, executed in favor of the Owner, in the amount not less than 10% of the total amount of the bid.

This contract is for public work and is subject to ORS 279C.800 to 279C.870 regarding prevailing wage rates. Licensing under ORS 468A.710 is not required. The contracting agency may cancel the procurement or reject any or all bids in accordance with ORS 279B.100.

An optional pre-bid conference will be held at **2:00 p.m., January 10, 2023** at the Newport City Hall Council Chamber, 169 SW Coast Highway, Newport, OR 97365.

Dated this 22nd day of December, 2022.

By order of: Chris Beatty, PE,
Senior Project Manager
City of Newport

Published Dec. 28, 2022; Jan. 4 & 6, 2023.

2460340

GOODS AND SERVICES

SOUTH CLACKAMAS TRANSPORTATION DISTRICT

TRANSPORTATION SERVICES

Due: February 16, 2023 at 3:00 P.M.

REQUEST FOR PROPOSALS

South Clackamas Transportation District (the District) requests Proposals from firms interested in providing transportation services to the District. A Request for Proposals for Transportation Services (RFP) may be obtained at: https://www.sdao.com/requests-for-proposals.

An optional pre-proposal meeting will be held on January 16, 2023 at 1:00 P.M.

Proposals shall be submitted in a sealed envelope, addressed to the District's Project Manager, Mike Strauch, to the District's office at 807 E. Main Street, Molalla, OR 97038. Proposals will be received until 3:00 P.M. on February 16, 2023. Proposals received after the deadline will not be considered. Opening of Proposals will occur on February 16, 2023 at 3:30 P.M. Questions concerning this solicitation should be directed to the District's Project Manager, Mike Strauch, at mstrauch@sctd.org.

Proposers must comply with the requirements of the RFP and all applicable statutes. The District reserves the right to reject any and all Proposals or to negotiate individually with one or more firms, and to select one or more firms if determined to be in the best interest of the District.

Published Jan. 4 & 6, 2023.

2461811

SKAMANIA COUNTY

ON-CALL CONSULTANTS

Submittals due 10:00 am, January 19, 2023

NOTICE TO CONSULTANTS

Skamania County (COUNTY) solicits interest for five (5) on-call consultant firms specializing in archeological, surveying and/or multiple engineering disciplines listed below in Services Description. These agreements will be one year in duration with the option for the COUNTY to extend the agreement for one additional year, provided the original dollar amount was not exceeded.

The COUNTY reserves the right to amend terms of this "Request for Qualifications" (RFQ) to circulate various addenda, or to withdraw the RFQ at any time, regardless of how much time and effort consultants have spent on their responses.

Services Description

Skamania County will engage in a variety of task orders that require on-call consultants with expertise in the following disciplines:

· Civil Engineering - transportation, hydrology & hydraulics, geotechnical, and structural guidance, assistance as needed with regulations, reporting etc.

· Structural Engineering - bridge inspection assistance, structural and scour analysis, load rating, oversize load permits etc.

· Geotechnical Engineering -geotechnical investigation, studies and reports as needed, design recommendations, slope stability inspection and monitoring, soil testing, method reviews and guidance, etc.

· Surveying - monument locating and preservation, right-of-way research and determination, recommendations, and assistance with various surveying tasks as needed.

· Archeological - permitting, cultural resource studies, adverse impacts, inspections, inadvertent discovery, reports, and recommendations etc.

The COUNTY requires the successful respondent will commence work immediately upon contract issuance. The COUNTY encourages disadvantages, small, minority, veteran, and women-owned consultant firms to respond to this RFQ.

Evaluation Criteria

Submittals will be evaluated and ranked based on the following criteria:

1) Qualifications / Certifications

2) Expertise within firm

District posts a new document or changes information related to this RFP. Consultants are responsible for obtaining any Addenda by using the link provided in the automatic email or from District's Website. You may also subscribe to District's Open Solicitations RSS feed at the same Website address and you will be notified when an Addendum to or clarifications of the RFP documents have been posted. If you experience problems downloading the RFP, please contact Victoria Dailey at DaileyV@cleanwaterservices.org.

Consultants need not be licensed under ORS 468A.720 (regarding licensing of contractors on projects involving asbestos abatement).

District may reject any proposal not in compliance with all prescribed procedures and requirements, and may cancel the solicitation or reject, for good cause, any or all proposals upon a finding that it is in the public interest to do so.

Published Jan. 13, 2023. 2465179

CITY OF HILLSBORO

SOUTHEAST 3RD AVENUE SANITARY SEWER REPLACEMENT
Bids due and Bid Closing Date and Time: February 2, 2023 at 2:00 PM PST
First Tier Subcontractor Disclosure due: Not later than February 2, 2023 at 4:00 PM PST
INVITATION TO BID (ITB) - PUBLIC IMPROVEMENT
ITB NO. 202212-10037

The City of Hillsboro seeks competitive sealed bids from qualified and experienced firms able to provide construction services including, but not limited to auger boring (including design of bore pit shoring), earthwork and drainage, asphalt concrete paving and pavement markings, miscellaneous highway appurtenances (including sidewalk repair), temporary traffic control, and landscaping.

The project will replace a section of sanitary sewer that is approximately 500 feet long, located between the two manholes, numbers 19848 and 19847, near 640 Southeast 3rd Avenue, Hillsboro, Oregon. Auger boring will be used to install the proposed 21-inch diameter sewer pipe. Two new manhole structures will be installed to establish the new sewer connections. A temporary sewer bypass system will be required for the sewer pipe replacement. A sanitary lateral line will be rebuilt. The disturbed areas, including road and sidewalks, will be repaired as needed. Work will be conducted within a vegetated corridor and impacts to the vegetated corridor shall be minimized to the greatest extent practicable.

There is no pre-qualification process for this ITB.

There will be no pre-bid conference.

Sealed bids will be received by City Contact: Charlie Shell, Project Manager. **Electronic bid submission is required. Late bids will be rejected as non-responsive.**

First-Tier Subcontractor Disclosure: A Bidder may submit First-Tier Subcontractor disclosure with their bid or may submit it to the City Contact by email. If submitting by email, Bidder is responsible for assuring the email is received timely by the City.

To submit a bid: Bidders must first register on the City's eBidding site at: https://www.hillsboro-oregon.gov/Bid-RFP. Vendor registration is at no charge. A subscription to the Biddingo system is not required. Once the Bidder has accessed and downloaded all the necessary ITB documents, Bidders can submit a bid. Bids must be uploaded electronically using the same site prior to the closing date listed above.

A public bid opening will be held **by web-conference** through MS Teams on the bid due date at 2:10 PM PST. The conference can be accessed via the following link MS Teams Link or call 1-689-206-0296 Meeting ID: 541 125 855# . Questions about this ITB may be directed to the City Contact: Charlie Shell, (503) 681-6146, Charlie.Shell@Hillsboro-Oregon.gov.

ITB documents may be obtained at the City's Bid/RFP webpage https://www.hillsboro-oregon.gov/Bid-RFP. Special arrangements must be made for viewing of hard copy documents. Email the City Contact for more information. This ITB is for construction of a Public Work subject to ORS 279C.800 to 279C.870 (prevailing wage law).

Published Jan. 13, 2023. 2464988

END OF FIRST TIME PUBLISHED

GOODS AND SERVICES

THE INTERLOCAL PURCHASING SYSTEM

PROCUREMENT SOLICITATIONS
Proposals due 3:00 pm, February 17, 2023
REQUEST FOR PROPOSALS

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

230101 Assistive Technology Goods and Services

230102 Comprehensive Facilities Management & Services

230103 Janitorial and Sanitation Supplies & Services

230104 Trades, Labor, and Materials (2 Part with JOC)

230105 Technology Solutions Products and Services

Proposals are due and will be opened on February 17, 2023 at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

Published Jan. 6 & 13, 2023.

2462060

WINSTON-DILLARD WATER DISTRICT

WINSTON RESERVOIR REPLACEMENT PROJECT CONSULTING ENGINEERING SERVICES
Due: February 22, 2023 at 3:00 P.M.
REQUEST FOR PROPOSALS

Winston-Dillard Water District (the District) requests Proposals from firms interested in providing consulting engineering services to the District for the Winston Reservoir Replacement Project. A Request for Proposals (RFP) may be obtained at: https://www.sdao.com/requests-for-proposals.

An optional pre-proposal meeting will be held on January 25, 2023 at 1:00 P.M.

Proposals shall be submitted in a sealed envelope, addressed to the District's Project Manager, Tanner Pence, at the District's office at 121 NW Douglas Blvd, Winston, OR 97496. Proposals will be received until 3:00 P.M. on February 22, 2023. Proposals received after the deadline will not be considered. Opening of Proposals will occur on February 22, 2023 at 3:15 P.M. Questions concerning this solicitation should be directed to the District's Project Manager, Tanner Pence, at tpence@wdwd.us.

Proposers must comply with the requirements of the RFP and all applicable statutes. The District reserves the right to reject any and all Proposals or to negotiate individually with one or more firms, and to select one or more firms if determined to be in the best interest of the District.

Published Jan. 11 & 13, 2023.

2463884

SKAMANIA COUNTY

ON-CALL CONSULTANTS
Submittals due 10:00 am, January 19, 2023
NOTICE TO CONSULTANTS

Skamania County (COUNTY) solicits interest for five (5) on-call consultant firms specializing in archeological, surveying and/or multiple engineering disciplines listed below in Services Description. These agreements will be one year in duration with the option for the COUNTY to extend the agreement for one additional year, provided the original dollar amount was not exceeded.

The COUNTY reserves the right to amend terms of this "Request for Qualifications" (RFQ) to circulate various addenda, or to withdraw the RFQ at any time, regardless of how much time and effort consultants have spent on their responses.

Services Description

Skamania County will engage in a variety of task orders that require on-call consultants with expertise in the following disciplines:

· Civil Engineering - transportation, hydrology & hydraulics, geotechnical, and structural guidance, assistance as needed with regulations, reporting etc.

· Structural Engineering - bridge inspection assistance, structural and scour analysis, load rating, oversize load permits etc.

· Geotechnical Engineering -geotechnical investigation, studies and reports as needed, design recommendations, slope stability inspection and monitoring, soil testing, method reviews and guidance, etc.

· Surveying - monument locating and preservation, right-of-way research and determination, recommendations, and assistance with various surveying tasks as needed.

· Archeological - permitting, cultural resource studies, adverse impacts, inspections, inadvertent discovery, reports, and recommendations etc.

The COUNTY requires the successful respondent will commence work immediately upon contract issuance. The COUNTY encourages disadvantages, small, minority, veteran, and women-owned consultant firms to respond to this RFQ.

Evaluation Criteria

Submittals will be evaluated and ranked based on the following criteria:

1) Qualifications / Certifications
2) Expertise within firm
3) Approach to availability and commitment for COUNTY tasks
4) Familiarity with WSDOT, FHWA, other relevant standards
5) Past Performance & References

After the COUNTY reviews the submittals, consultant firms will be short-listed and invited to interview. The interview score will be based on the team's ability to demonstrate their combined experience, capabilities, and approach to availability. Final selection from the short-listed firms shall be made based upon combined results of the submittal and the "Live" Interview / additional qualifying information scoring. The COUNTY is substituting Zoom or Teams meetings for In-Person meetings.

Submittal

Consultants are invited to submit their Statement of Qualifications at their own cost. The COUNTY assumes no obligation of any kind for expenses incurred by any respondent to this solicitation. A Statement of Qualifications shall be submitted for each separate discipline and meet the following requirements or be deemed non-responsive and will not be eligible for consideration.

· Title of the RFQ: "Skamania County On-Call Consultant For: (enter discipline)"

· Firm clearly identified (Firm name, phone, and fax number).

· Name of Principal-in-Charge and contact person.

Please submit five (5) copies of your Statement of Qualifications to:

Skamania County Department of Public Works

PO Box 1009, Stevenson, WA 98648-1009

170 NW Vancouver Ave., Stevenson, WA 98648

Submittals must arrive no later than **10:00 A.M. Thursday, January 19th, 2023**. Submittal will not be accepted after that time and date.

Any questions regarding this project should be directed to Sadi' Pettenger at 509-427-3910 or pwengineering@co.skamania.wa.us. All questions submitted to the email by January 11th, 2023, 5:30 P.M. will receive a reply via the COUNTY's website on January 12th, 2023, at the following link:

Link to Consultants RFQ Web Page (https://www.skamaniacounty.org/departments-offices/public-works).

Americans with Disabilities Act (ADA) Information

The COUNTY in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format by emailing Sadi Pettenger at pwengineering@co.skamania.wa.us or by calling collect at 509-427-3910.

Title VI Statement

The COUNTY, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprise will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Published Dec. 30, 2022; Jan. 2, 4, 6, 9, 11, 13 & 16, 2023.

2460612

SKAMANIA COUNTY

ADA TRANSITION PLAN
Submittals due 10:00 am, January 19, 2023
NOTICE TO CONSULTANTS

Skamania County (COUNTY) solicits interest from consulting firms with expertise in Americans with Disabilities Act (ADA) program and transportation engineering. This agreement will be for **approximately three (3) months to nine (9) months** in duration with the option for the COUNTY to extend it for additional time and money if necessary. Consultants will be considered for Skamania County's ADA Transition Plan.

The COUNTY reserves the right to amend terms of this "Request for Qualifications" (RFQ) to circulate various addenda, or to withdraw the RFQ at any time, regardless of how much time and effort consultants have spent on their responses. **This RFQ has a revised project description listed below.**

Project Description

The work to be performed by the CONSULTANT consists of updating the County's Title VI plan to meet the federally mandated Americans with Disabilities Act (ADA) program for **publics rights-of-way within the county's road network**. The plan should describe in detail the method, schedule, etc. to provide and improve appropriate pedestrian facilities along and across sections of county roads. The goal is to address that no person with a disability shall be excluded from participation in, denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities. The scope of services include with this update is outlined below:

· Project Management
· Plan Background
· Code and Policy Review
· Field Inventory
· ADA Responsibilities and Roles
· Public Participation & Outreach
· Facilities Inventory and Priority
· Transition Plan
· Code Updates

The COUNTY requires the successful respondent will commence work immediately upon contract issuance and that the consultant will diligently pursue implementation of the plan components. The COUNTY encourages disadvantages, small, minority, veteran, and women-owned consultant firms to respond to this RFQ.

Evaluation Criteria

Submittals will be evaluated and ranked based on the following criteria:

1) Qualification of Proposed Project Manager
2) Qualifications / Expertise of Firm
3) Ability to meet schedule
4) Approach to plan
5) Familiarity with the FHWA ADA standards and program
6) Past Performance / References

After the COUNTY reviews the submittals, consultant firms will be short-listed and invited to interview. The interview score will be based on the team's ability to demonstrate their combined experience, capabilities, and approach to deliver the project. Final selection from the short-listed firms shall be made based upon a combined results of the submittal and the "Live" Interview / additional qualifying information scoring. The COUNTY is substituting Zoom or Teams meetings for In-Person meetings.

Submittal

Consultants are invited to submit their Statement of Qualifications at their own cost. The COUNTY assumes no obligation of any kind for expenses incurred by any respondent to this solicitation. The Statement of Qualifications shall meet the following requirements or will be deemed non-responsive and will not be eligible for consideration of this work:

· Title of the RFQ: "Skamania County's ADA Transition Plan"

· Firm clearly identified (Firm name, phone, and fax number).

· Name of Principal-in-Charge and Project Manager.

· Name of employees in each firm proposed on the project.

Please submit FOUR copies of your Statement of Qualifications to:

Tim Elsea, P.E., County Engineer

Skamania County Department of Public Works

PO Box 1009, Stevenson, WA 98648-1009

170 NW Vancouver Ave., Stevenson, WA 98648

Submittals must arrive no later than **10:00 A.M. Thursday, January 19th, 2023**. Submittal will not be accepted after that time and date.

Any questions regarding this project should be directed to Sadi' Pettenger at 509-427-3910 or pwengineering@co.skamania.wa.us. All questions submitted to the email by January 11th, 2023, 5:30 P.M. will receive a reply via the COUNTY's website on January 12th, 2023, at the following link:

Link to ADA RFQ Revised web page (https://www.skamaniacounty.org/departments-offices/public-works).

Americans with Disabilities Act (ADA) Information

The COUNTY in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format by emailing Sadi Pettenger at pwengineering@co.skamania.wa.us or by calling collect at 509-427-3910.

Title VI Statement

The COUNTY, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprise will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Published Dec. 30, 2022; Jan. 2, 4, 6, 9, 11, 13 & 16, 2023.

2460591

CONSTRUCTION

LAKE ROAD COURTYARD

FLOOD BARRIER WALL DESIGN-BUILD
BIDS DUE: JANUARY 31, 2023 @ 5:00 PM
REQUEST FOR BIDS

Electronically submitted bids for the Lake Road Courtyard Flood Barrier Wall Design-Build will be received until 5:00 pm January 31, 2023 at dgorman@hevanet.com. Bids are invited for the design, permitting, and construction of a flood barrier wall to be constructed at the Lake Road Courtyard Apartments located at 6254 SE Lake Road in Milwaukie, Oregon. The wall must be a free standing, structurally sound, durable, and waterproof, with a height above ground of 4 feet and length of approximately 785 lineal feet, and must contain a structurally appropriate concrete footing. The finished wall must withstand a hydraulic head of 3 feet. The wall must include rails on either side of the driveway to accommodate Super Flood Log Barrier panels or similar temporary driveway flood barrier panels. Construction will include the removal of approximately 300 linear feet of existing chain link fencing. Contractor shall secure all necessary permits with the exception of the Floodplain Development Permit which will be procured by others. Bid cost estimates must be itemized and include all labor, materials, and expenses to complete the project. Bidders are encouraged to include images with their bid that are representative of the type of wall included in their bid. Questions may be submitted to dgorman@hevanet.com. One on-site pre-bid meeting will be held at 10:00 am January 18th if requested. The owner reserves the right to accept the bid most advantageous and reject any and all bids.

Published Jan. 11, 13 & 16, 2023.

2463962

GRANDE RONDE MODEL WATERSHED AND OREGON DEPARTMENT OF FISH AND WILDLIFE

UPPER GRANDE RONDE RIVER BOWMAN HABITAT ENHANCEMENT PROJECT
Mandatory Pre-Bid Conference at Project Site: January 24, 2023, 1:00 pm PST
Proposals due 02/06/2023, 12:00 pm PST
REQUEST FOR COMPETITIVE SEALED PROPOSAL, BID, QUALIFICATIONS

Dear Prospective Contractor:

The Grande Ronde Model Watershed (GRMW), in conjunction with the Oregon Department of Fish and Wildlife (ODFW), seeks the services of a construction company with experience in river restoration to construct the Bowman Habitat Enhancement Project in Northeast Oregon. The Request for Proposal (RFP) describes the services to be provided that includes harvest and haul of trees, and the construction of large wood structures. Excavation of material to construct side channels and fill for main stem. Project habitat restoration elements will be constructed in accordance with the Final Design and Implementation Plan. The Final design includes all necessary construction protocols, design plan sets, and technical specifications. The GRMW, ODFW, and selected contractor will use these documents to implement the restoration project. The RFP and Construction documents are available at:

https://grmw.myftp.org/index.php/s/GqKCOgK4lHWG8nY

The hired construction firm shall construct stream restoration elements that address the limiting factors for all life stages of Chinook salmon, steelhead, bull trout, and other native species within the project reach. The Habitat Improvement Program (HIPIV), programmatic biological opinion will be the conservation measures used for project implementation.

The hired contractor shall work closely with the ODFW's technical representatives to complete the Project. Frequent and open communication, including onsite progress meetings are required. Services furnished by the construction

For Subscription Information
Call 1.877.615.9536

Solicitation Notice

Print

Thank you for using the ESBD, your bid solicitation entry is now complete

Status: Posted

Contact Name: TIPS

Contact Number: 866-839-8477

Contact Email: bids@tips-usa.com

Solicitation ID: 230101

Solicitation Title: Assistive Technology Goods and Services

Agency/Texas SmartBuy Member Name: ESC Region 8 - E2250

Posting Requirements: 21+ Days for Solicitation Notice

Solicitation Posting Date: 1/5/2023

Response Due Date: 2/17/2023

Response Due Time: 3:00 PM

Solicitation Description:

This is a prospective use solicitation and not a solicitation for a specific project. Find complete solicitation documents at https://www.tips-usa.com/rfp.cfm

Modify Solicitation

Internal Notes

Cancel Solicitation

Class/Item Code: 47000-Hospital, Nursing Home Or Residential Specialized Equipment For The Handicapped And Disabled
93800-Equipment Maintenance And Repair Services For Hospital, Laboratory, And Testing Equipment
88000-Visual Education Equipment And Supplies (Except Projection Lamps -See Class 285)

Published Details Internal Notes

Record Attachments

#	Name	Description

Solicitation Notice

Print

Thank you for using the ESBD, your bid solicitation entry is now complete

Status: Posted

Contact Name: TIPS

Contact Number: 866-839-8477

Contact Email: bids@tips-usa.com

Solicitation ID: 230102

Solicitation Title: Comprehensive Facilities Management and Services

Agency/Texas SmartBuy Member Name: ESC Region 8 - E2250

Posting Requirements: 21+ Days for Solicitation Notice

Solicitation Posting Date: 1/5/2023

Response Due Date: 2/17/2023

Response Due Time: 3:00 PM

Solicitation Description:

This is a prospective use solicitation and not a solicitation for a specific project. Find complete solicitation documents at https://www.tips-usa.com/rfp.cfm

Class/Item Code: 95800-Management Services

Modify Solicitation

Internal Notes

Cancel Solicitation

Published Details Internal Notes

Record Attachments

#	Name	Description
1	ESBD_File_312648_TXSMART BUY LINK.docx	This is a prospective use solicitation and not a solicitation for a specific project. Find complete solicitation

Solicitation Notice

Print

Thank you for using the ESBD, your bid solicitation entry is now complete

Status: Posted

Contact Name: TIPS

Contact Number: 866-839-8477

Contact Email: bids@tips-usa.com

Solicitation ID: 230103

Solicitation Title: Janitorial and Sanitation Supplies and Services

Agency/Texas SmartBuy Member Name: ESC Region 8 - E2250

Posting Requirements: 21+ Days for Solicitation Notice

Solicitation Posting Date: 1/5/2023

Response Due Date: 2/17/2023

Response Due Time: 3:00 PM

Solicitation Description:

This is a prospective use solicitation and not a solicitation for a specific project. Find complete solicitation documents at https://www.tips-usa.com/rfp.cfm

Modify Solicitation

Internal Notes

Cancel Solicitation

Class/Item Code: 48500-Janitorial Supplies, General Line
98300-Rental Or Lease Services Of Clothing, Janitorial, Laundry, Lawn, Painting, Spraying, Laboratory And Textile Equipment
48600-JANITORIAL SUPPLIES, GENERAL LINE, ENVIRONMENTALLY CERTIFIED BY AN AGENCY ACCEPTED CERTIFICATION ENTITY
18000-Chemical Raw Materials (In Large Quantities Primarily For Manufacturing Janitorial And Laundry Products)

Published Details Internal Notes

Solicitation Notice

Print

Thank you for using the ESBD, your bid solicitation entry is now complete

Status: Posted

Contact Name: TIPS

Contact Number: 866-839-8477

Contact Email: bids@tips-usa.com

Solicitation ID: 230104

Solicitation Title: Trades, Labor, and Materials (2 Part with JOC)

Agency/Texas SmartBuy Member Name: ESC Region 8 - E2250

Posting Requirements: 21+ Days for Solicitation Notice

Solicitation Posting Date: 1/5/2023

Response Due Date: 2/17/2023

Response Due Time: 3:00 PM

Solicitation Description:

This is a prospective use solicitation and not a solicitation for a specific project. Find complete solicitation documents at https://www.tips-usa.com/rfp.cfm

Modify Solicitation

Internal Notes

Cancel Solicitation

Class/Item Code: 91400-Construction Services, Trade (New Construction)
90900-Building Construction Services, New (Incl. Maintenance And Repair Services)
91200-Construction Services, General (Incl. Maintenance And Repair Services)
91000-Building Maintenance, Installation And Repair Services

Published Details Internal Notes

Record Attachments

#	Name	Description

Solicitation Notice

Print

Thank you for using the ESBD, your bid solicitation entry is now complete

Status: Posted

Contact Name: TIPS

Contact Number: 866-839-8477

Contact Email: bids@tips-usa.com

Solicitation ID: 230105

Solicitation Title: Technology Solutions Products and Services

Agency/Texas SmartBuy Member Name: ESC Region 8 - E2250

Posting Requirements: 21+ Days for Solicitation Notice

Solicitation Posting Date: 1/5/2023

Response Due Date: 2/17/2023

Response Due Time: 3:00 PM

Solicitation Description:

This is a prospective use solicitation and not a solicitation for a specific project. Find complete solicitation documents at https://www.tips-usa.com/rfp.cfm

Modify Solicitation

Internal Notes

Cancel Solicitation

Class/Item Code: 91600-COMMUNICATIONS AND TECHNICAL SERVICES, HIGHER EDUCATION
92000-Data Processing, Computer, Programming, And Software Services
20300-COMPUTER ACCESSORIES AND SUPPLIES, ENVIRONMENTALLY CERTIFIED BY AN AGENCY ACCEPTED CERTIFICATION ENTITY
20400-Computer Hardware And Peripherals For Microcomputers
20700-Computer Accessories And Supplies

Published Details Internal Notes

Record Attachments

The Interlocal Purchasing System

Purchasing Made Personal

Printed 5 June 2023

www.sscienvironmental.com

Environmental, Construction and Engineering Services

Separation Systems Consultants Inc

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM PO AND QUOTE MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

PAYMENT TO		TIPS CONTACT	
ADDRESS	17041 El Camino Real Ste 200	NAME	David Mabe
CITY	Houston	PHONE	(866) 839-8477
STATE	TX	FAX	(866) 839-8472
ZIP	77058	EMAIL	david.mabe@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: Y **HUB: Y**

SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WV | WI | WY

Overview

Separation Systems Consultants, Inc. (SSCI) is a multi-disciplinary environmental consulting, construction and field remediation firm with diverse capabilities and experience. SSCI regularly provides environmental review, Environmental Site Assessments, environmental remediation services, project management, and general project management to government agencies and the private sector. SSCI is a certified Woman-Owned and Disadvantaged Business Enterprise (W/DBE), Historically Underutilized Business (HUB), and Small Business Enterprise (SBE) that has had a local presence in southeast Texas for over 35 years. SSCI's approach to problem solving consists of responding rapidly with a creative and effective solution designed to specifically meet clients' needs. Maintaining this basic philosophy has been the key to SSCI's successful relationships and has assured that clients consistently receive costeffective, environmentally-sound solutions to today's ever-changing environmental challenges. SSCI's team consists of fourteen (14) full time environmental scientists, safety inspectors, engineers, design coordinators, and technicians available upon request for specific projects. This group of team members provide the capabilities necessary to meet the design and demands of today's environment.

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
23010402	Trades, Labor, and Materials (JOC)	04/30/2025	See EDGAR Certification Doc.
200601	Consulting and Other Related Services	08/31/2023	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

200601

Helen I. Hodges	President	(281) 486-1943	hhodges@sscienvironmental.com
Donald E. Hodges	Senior Engineer	(281) 486-1943	dehodges@sscienvironmental.com

23010402

Jo Drake	Director	(281) 486-1943	ssci@sscienvironmental.com
Donald E. Hodges, P.E.	Director	(281) 486-1943	ssci@sscienvironmental.com

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

Alexandra Guajardo

6/7/2023

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

Separation Systems Consultants, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N / A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Julie Hodges, President

Signature of vendor doing business with the governmental entity

06/06/2023

Date

PURCHASING & CONTRACT SERVICES
PROCUREMENT ANALYSIS

Date: Wednesday, June 7, 2023
To: Mrs. Helen Ramirez, City Manager
From: Mr. Lupe Granado III, Financial Services Director
CC: Mr. Damian Espinoza, Procurement and Contract Manager
Mr. J. Joel Garza Jr., Multimodal Transportation Director

Subject: Agenda Item for the City Commission meeting of Tuesday, May 30, 2023 "Consideration and Action "To supply fuel system equipment for Multimodal Transportation at the Jose Colugna Building.

At the request of Joel Garza Jr., Multimodal Transportation Director, the Procurement Division requested to invoke the "Interlocal contract for cooperative purchasing" clause under Local Government Code Section §791.025 (C) **TIPS CONTRACT #23010402.** (Exhibit B).

Sec. 791.025. CONTRACTS FOR PURCHASES. (c) A local government that purchases goods and services under this section satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and services.

PROCUREMENT SUMMARY: Separation Systems Consultants, Inc. is eligible under this procurement to supply fuel system equipment for the City of Brownsville Multimodal Transportation Department in the amount of **$462,843.86**. (Exhibit A)

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Martin Vega, Senior Planner
Date:	Tuesday, July 11, 2023
Agenda #:	**APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 235-2023-009**, to rezone from Residential Estate (RE) to Residential Transition (R-3) for a 2.566-acre tract of land, out of a 71.17-acre tract of land in the A.N. Tandy Estate, Share 12, Espiritu Santo Grant, Cameron County, Texas, located on West Alton Gloor Boulevard, Brownsville, Texas 78520, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department)

Summary:
Property owner, Brownsville Alton Gloor MHP, LP., proposes to change the Zoning Designation for a 2.566-acre tract of land, out of a 71.17-acre tract of land in the A.N. Tandy Estate, Share 12, Espiritu Santo Grant, Cameron County, Texas, located on West Alton Gloor Boulevard, Brownsville, Texas 78520. The applicant requests to rezone the subject property from Residential Estate (RE) to Residential Transition (R-3) for the purpose of establishing a multi-family development (apartments).

The predominant land use in the surrounding area is single-family dwelling. Additional uses, such as undeveloped land and commercial business are also present within proximity of the subject property.

The property is located within the Town Corridor. The proposed use/zoning designation is consistent with the Future Land Use Map.

Project Scope and Analysis:
The subject property has an area of 2.566 acres and is currently vacant. The applicant is requesting a zoning reclassification due to the current zoning (RE) only allowing large single-family estates. A development consisting of 3 units, or more, is categorized as multi-family and requires a minimum zoning designation of (R-3). It is important to point out that the proposed zoning designation (R-3) may allow a density of up to 30 dwelling units per acre if all zoning and commercial requirements are met. Based on the size of the property, the maximum permissible number of units is 76. Staff finds that the proposed development compliments the

surrounding commercial, residential, and public facility uses. In general, the use would be compatible and would fit within the character of the neighborhood.

Funding:

Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:

There was no written or verbal opposition at the Planning and Zoning Commission meeting on June 1, 2023. The Planning and Zoning Commission approves this rezoning from Residential Estate (RE) to Residential Transition (R-3).

The item was approved by City Commission at 1st Reading on June 20, 2023.

Commission Pillar:

Planning & Redevelopment

Attachments:

1. Binder 235-2023-009
2. 2nd Reading Zoning Cases 071123

City of Brownsville Planning and Redevelopment Department
1034 E. Levee St. 2nd Floor, Brownsville, Texas 78520
Telephone: 956.548.6150

Zoning Division:
zoning@brownsvilletx.gov

Multi-Process Application / Aplicación Multiproceso

General Information / Información General:

Applicant Information / Información del Solicitante

Date / Fecha: February 21, 2023	☐ Owner / Nombre del Propietario ■ Representative or Agent / Representante o Agente	
Applicant Name / Nombre del Solicitante: Brownsville Alton Gloor MHP, LP		
Address / Dirección: 1301 Chicon Street Suite 101 Austin, TX 78702		
City / Ciudad: Austin	State / Estado: TX	Zip / Código Postal: 78702
Phone Number / Numero Telefónico: 512.473.2527	Fax: na	
E-mail / Correo Electrónico: sallie@structuretexas.com		

Property Information / Información de la Propiedad

Is the Property Subdivided? / ¿La propiedad está subdividida? ☐ Yes / Sí ■ No, If the answer is no, provide survey map and or metes and bounds / Si la respuesta es no, proporcione un plano catastral (del terreno) y / o medidas y límites		
Property Address / Dirección de la Propiedad: Approx 4303 W Alton Gloor Boulevard Brownsville, TX 78520		
Subdivision / Subdivisión: Unsubdivided	Lot / Lote:	Block / Bloque:
Property Tax ID / Identificación del impuesto: 79 - 1200 - 0130 - 0831 - 00	Gross Acreage / Superficie en Acres: 2.566	
Location Description / Descripción de la Ubicación: PID 161029 ABST 2 SHARE 12 , SHARE 12 PT OF TRA CT M		
Current Zoning / Zonificación Actual : Residential Estate	Proposed Zoning / Zonificación Propuesta: R-3 Residential Transitio	
Proposed Use / Uso propuesto: Multi-Family	Overlay District:	

Application Type / Tipo de Aplicacion:

☐ **I. Specific Use Application / Solicitud Para Plan de Uso Específico**
■ **II. Zoning Application / Solicitud de Zonificación**
☐ **III. Planned Development Application / Solicitud de Distrito de Desarrollo Planificado**
☐ **IV. Board of Adjustment Application / Aplicación al Comité de Ajuste**

Required Documentation for ALL applications:

■ Application / Solicitud
■ Full payment of the application fee / Pago completo de la tarifa de solicitud
■ Copy of tax certificate / Copia del Certificado Fiscal / Impuestos
■ Deed of the subject property / Escritura de la propiedad en cuestión
■ Survey if property is not subdivided / Proporcione un plano catastral (del terreno), si la propiedad no esta subdividida
■ Notarized authorization letter from the owner (if the application is signed by the representative and/or buyer) / Carta de autorización notariada del propietario (si la solicitud está firmada por el representante y / o el comprador)
■ Copy of Certificate of Formation Limited Liability Company (if applicable) / Copia del Certificado de Empresa de Responsabilidad Llimitada (si corresponde)
■ Copy of Property Sale Agreement or Contract (if buyer is the applicant) / Copia del acuerdo o contrato de venta de la propiedad (si el comprador es el solicitante)

See additional requirements listed below for each application type /
Consulte los requisitos adicionales que se enumeran a continuación para cada tipo de aplicación

*No incomplete applications will be accepted / No se aceptarán solicitudes incompletas

I. Specific Use Application Fee / Tarifa de la Solicitud Pada Plan de Uso Específico

Multi-Family / Office / Commercial / Retail / Industrial: Multifamiliar / Oficina / Comercial / Minorista / Industrial:	Single Family: Unifamiliar:
☐ 0 – 1 Acres...$500 ☐ 1 – 5 Acres…$750 ☐ 5 – 10 Acres…$1,000 ☐ 10 and Up … $1,250	☐ 0 – 1 Acres...$250 ☐ 1 – 10 Acres…$500 ☐ 10 and Up … $1,000

Additional Required Documentation / Documentación Requerida

☐ Site Plan / Plan de Sitio

- **Refer to Unified Development Code 4.2.7 Specific Use Permit / Consulte el Código de Desarrollo Unificado 4.2.7 Permiso de Uso Específico**
- **Refer to Unified Development Code 4.6.9 Wireless Transmission for requirements / Consulte el Código de Desarrollo Unificado 4.6.9 Transmisión Inalámbrica para conocer los requisitos**

II. Zoning Application Fee / Tarifa de la Solicitud de Zonificación

Multi-Family / Office / Commercial / Retail / Industrial: Multifamiliar / Oficina / Comercial / Minorista / Industrial:	Single Family: Unifamiliar:
☐ 0 – 1 Acres...$500 ■ 1 – 5 Acres…$750 ☐ 5 – 10 Acres…$1,000 ☐ 10 and Up … $1,500	☐ 0 – 1 Acres...$250 ☐ 1 – 10 Acres…$500 ☐ 10 and Up … $1,000

III. Planned Development Application Fee / Tarifa Para Solicitud de Distrito de Desarrollo Planificado

☐ General Development Plan / Plan General de Desarrollo $
☐ Final Development Plan / Plan de Desarrollo Final $
☐ Planned Development Amendment / Enmienda de Desarrollo Planificado $

Additional Required Documentation / Documentación Requerida

☐ Planned Development Master Plan / Plan Maestro de Desarrollo Planificado
- ☐ Design Statement / Declaración de Diseño
- ☐ Concept Plan/ Plan Conceptual

IV. Board of Adjustment Application / Aplicación al Comité de Ajuste

☐ Variance / Variación de Zonificación ☐ Special Exception / Excepción Especial	☐ $250

Description / Descripción

Provide a brief description of your request / Proporcione una breve descripción de su solicitud:

Additional Required Documentation / Documentación Requerida

☐ A digital copy in PDF format of a survey that is sealed and signed by a professional land surveyor./Una copia digital en formato PDF del plato catastral (del terreno) sellado y firmado por un agrimensor profesional.
☐ A digital copy of the site plan in PDF format./Una copia digital del plano del sitio en formato PDF.
☐ A letter fully explaining request / Una carta que explique completamente la solicitud
☐ All supplemental material to be presented to Board Members (pictures, letters of support, etc.) / Todo el material complementario que se presentará a los miembros del comité (fotografías, cartas de apoyo, etc.)

Applicant Signature / Firma del Solicitante:

(If the application is signed by the representative a notarized letter from the owner is required with this application / Si la solicitud está firmada por el representante, se requiere una carta notariada del propietario con esta solicitud) Sallie Burchett	Date / Fecha: 2-14-23

Office Use Only /Sólo Para Uso Oficial

Case Number: 235-2023-009	Application Fee: $750.00	Code: ZONCTA-23-0012
Application Processed by: Martin Vega	Date: 4/13/2023	

*No incomplete applications will be accepted / No se aceptarán solicitudes incompletas

ORDINANCE NUMBER 235-2023-009

AN ORDINANCE AMENDING THE "CITY ZONING ORDINANCE" BY AMENDING THE OFFICIAL ZONING ATLAS; AND DEALING WITH RELATED MATTERS INCLUDING $2000 PENALTIES.

WHEREAS, this ordinance is in accordance with the City's comprehensive plan; is consistent with the existing zoning surrounding the area to be rezoned; and bears a substantial relationship to the public health, safety, morals or general welfare; and all procedural requirements for the passage hereof have been met;

Be It Ordained by the City of Brownsville:

Section 1. That the City Commission of the City of Brownsville, Texas, hereby amends the "City Zoning Ordinance" by amending the Official Zoning Atlas so to rezone from Residential Estate (RE) to Residential Transition (R-3) for a 2.566-acre tract of land, out of a 71.17-acre tract of land in the A.N. Tandy Estate, Share 12, Espiritu Santo Grant, Cameron County, Texas, located on West Alton Gloor Boulevard, Brownsville, Texas 78520.

Section 2. That all provisions of the City of Brownsville Unified Development Code are incorporated herein by reference and declared to be a part hereof; and that this ordinance shall become effective on the earliest date allowed by law.

INTRODUCED at a public hearing on **June 20, 2023**. Passed at First Reading on **June 20, 2023**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **July 11**, **2023**.

(SEAL)

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Yolanda Galarza-Gomez
City Secretary


W TANDY RD
SUBJECT PROPERTY
W ALTON GLOOR BLVD
SQUAW VALLEY DR
HIDDEN MEADOWS BLVD
FLOR DEL VALLE DR
N
Maxar, Microsoft
Case No. 235-2023-009

City of Brownsville Zoning Map

Zoning Districts

- AG, Agricultural
- RE, Residential Estate
- R-1, Residential Single Family
- R-2, Residential Suburban
- R-3, Residential Transition
- TN, Traditional Neighborhood
- TN-MU, Traditional Neighborhood Mixed Use
- TN-C, Traditional Neighborhood Corridor
- DE, Downtown Edge
- DG, Downtown General
- DC, Downtown Core
- CC, Corridor Commercial
- RC, Regional Center
- LI, Light Industrial
- HI, Heavy Industrial

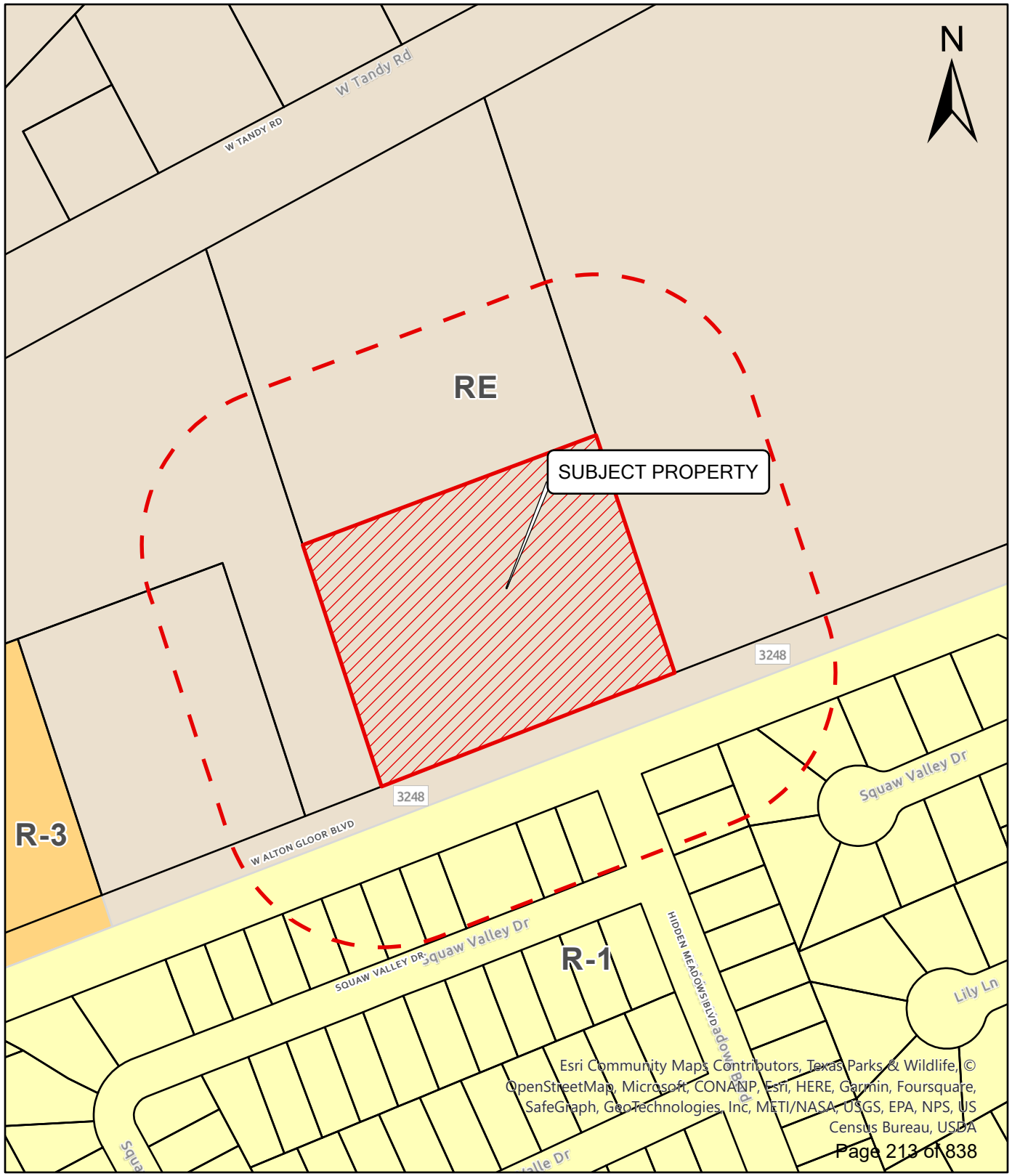
EXHIBIT "A"

Rezoning request:
Case # 235-2023-009

Current Zoning:
RE, Residential Estate

Proposed Zoning:
R-3, Residential Transition

Brownsville Electoral District #4



FUTURE LAND USE PLAN

DISTRICTS

- Core Central
- Core East
- Core West
- Downtown Enterprise
- Downtown Riverside
- Emerging City Central
- Emerging City East
- Emerging City West
- Employment Hub
- Future Employment Hub
- Reserve Future City
- Transition Central
- Transition East
- Transition West
- Water Management

NODES

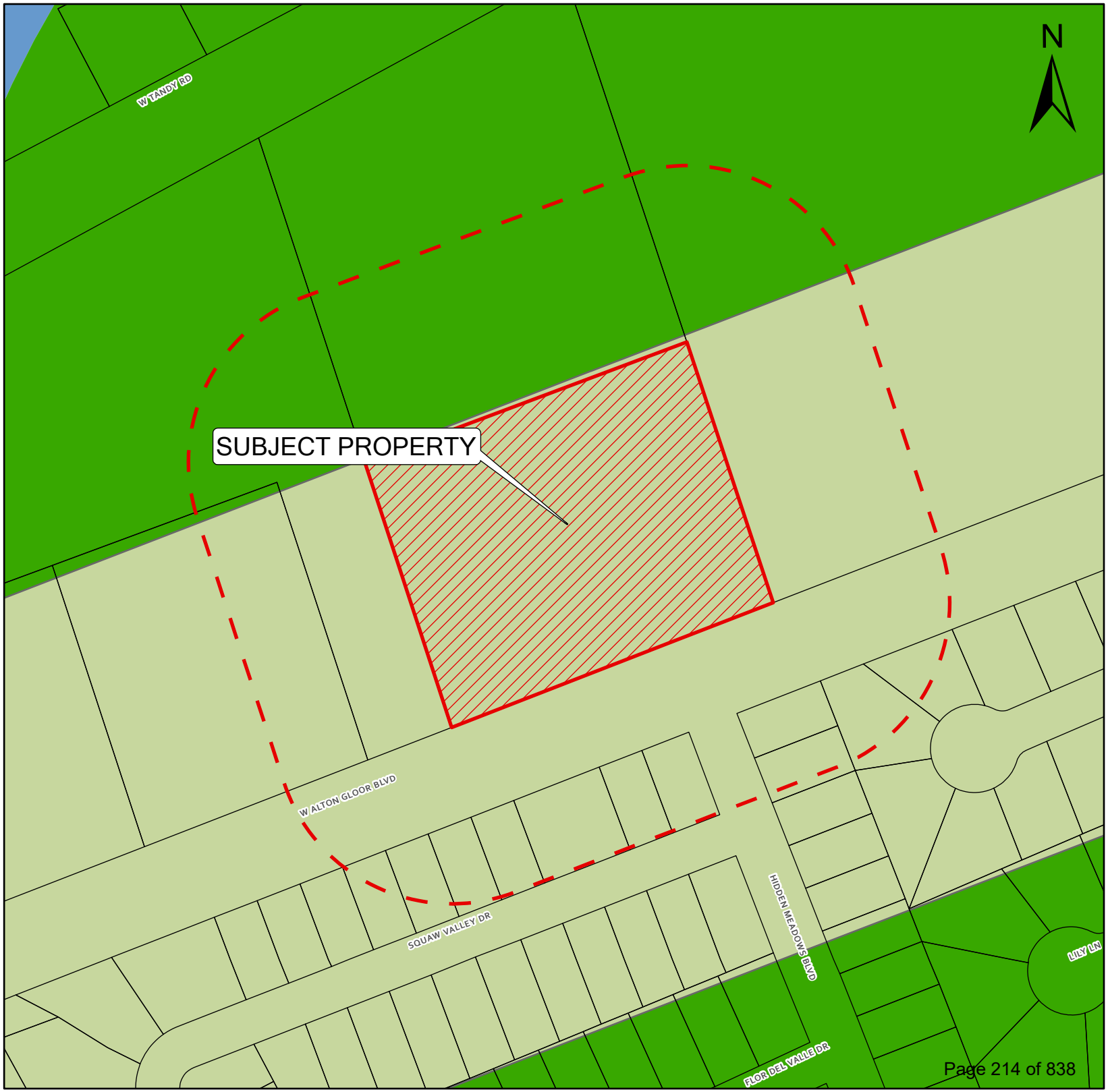
- Downtown Node
- Primary Regional Node
- Secondary Regional Node
- Sub Regional Node

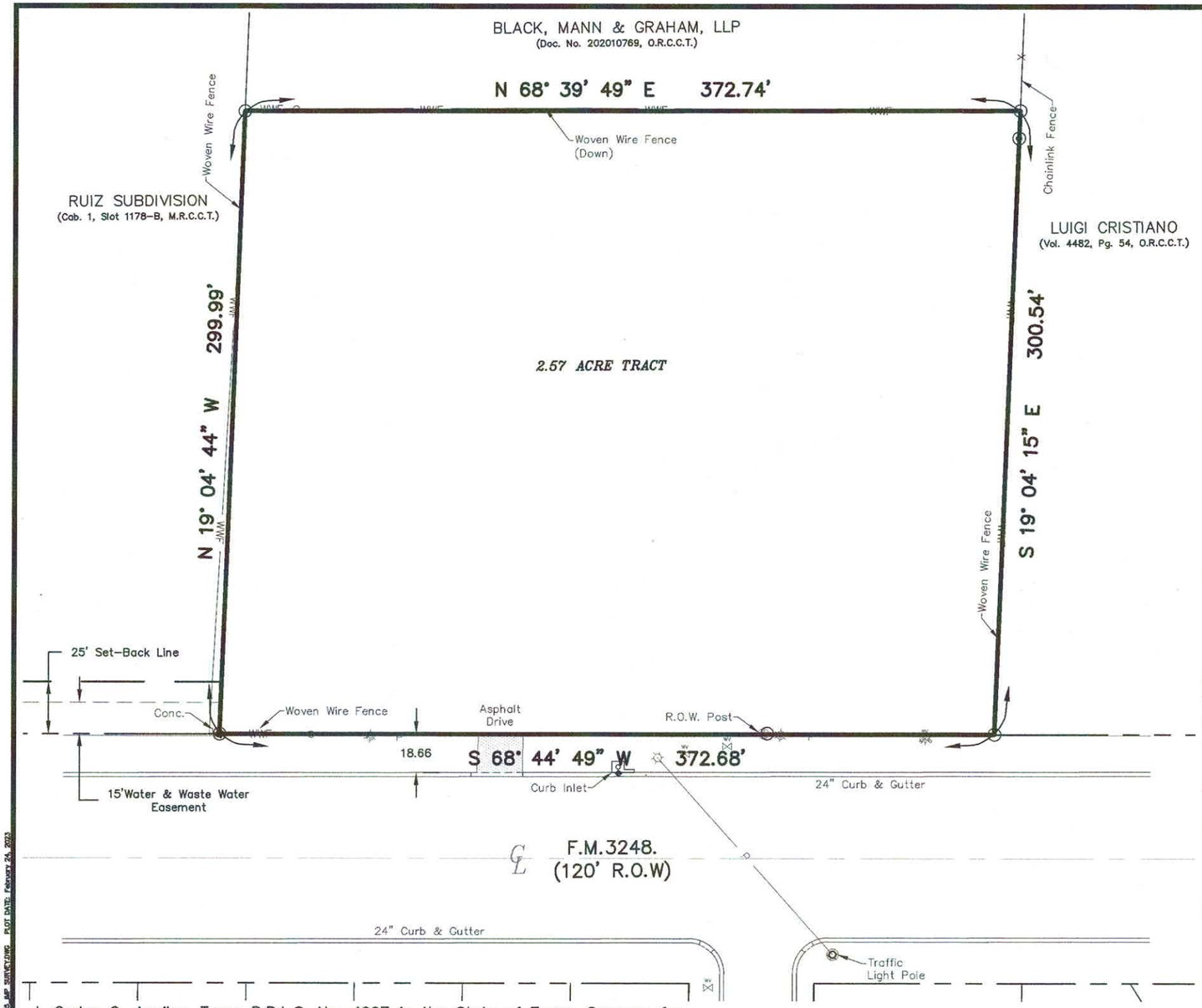
CORRIDORS

- Gateway Corridor
- Linkage Corridor
- Loop Corridor
- Town Corridor

- Brownsville City Limits

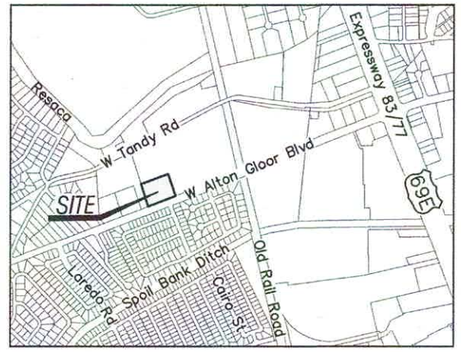
Zoning Case No.
235-2023-009





SCALE: 1"=60'

LEGEND	
○	1/2" Iron Rod Found
○	1/2" Iron Rod Found w/Cap "M&R INC"
◙	Conc. Monu. Found w/Cap "M&R INC"
⊗	5/8" Iron Rod Found w/Cap "AMAYA 4834"
◉	1/2" Iron Rod Found w/Cap "ORIVE"
□	Conc. Monu. Found
	Power Pole
	Light Pole
—P—	Overhead Powerline
	Water Valve
	Fire Hydrant



VICINITY MAP
1" = 2000'

NOTES:

1. The Basis of Bearing for this survey is Grid North, Texas State Plane Coordinate System, South Zone (4205), NAD 83, as shown hereon.
2. Flood Zone Designation of "X" Area determined to be outside the 0.2% annual chance floodplain per community Panel No. 480103 0560 F, with an effective date of February 16, 2018 in Cameron County, State of Texas.
3. The Property has direct access to F.M. 3248, a dedicated street within the City of Brownsville with an approximate 120-foot right of way.
4. Easements and restrictions of record Per Schedule B, Item 10 of Commitment for Title Insurance issued by Chicago Title Insurance Company, GF No. CTHS55-8000552200081-JM, Effective Date of November 1, 2022. Mineral rights were not reviewed. The following Schedule B.10 Items are not survey related a,c,d,e,k,f.

b. The following exception will appear in any policy issued (other than the T-1R Residential Owner Policy of Title Insurance and the T-2R Short-Form Residential Mortgagee Policy) if the Company is not provided a survey of the Land, acceptable to the Company, for review at or prior to closing:

Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.

Note: Upon receipt of a survey acceptable to the Title Company, this exception will be deleted. The Company reserves the right to except additional items and/or make additional requirements after reviewing said survey.

f. Easements, rules, regulations and rights in favor of Cameron County Irrigation District No. 6. Affects Property.

g. Right of Way Easements for canals, drainage ditches and roadways dated June 18, 1907, recorded in Volume "W", Page 1, Supplemental Deed Records, Cameron County, Texas. Document not found.

h. Right of Way Easements for pipelines conveyed to Rio Grande Valley Gas Company dated May 5, 1927, recorded in Volume 170, Page 86, and amendment in Volume 1336, Page 245, Deed Records, Cameron County, Texas and Volume 8642, Page 284, Volume 9707, Page 139 and Volume 20375, Page 54, Official Records, Cameron County, Texas. Does Not Affect.

i. Right of Way Easements for pipe lines conveyed to Rio Grande Valley Gas Company dated June 21, 1928, recorded in Volume 183, Page 342, Deed Records, Cameron County, Texas. Blanket Easement Not plottable.

j. Easements and reservations as may appear upon the recorded map and dedication of said subdivision. Tandy Subdivision Plat Was Not Found

I, Carlos C. Aguilar, Texas R.P.L.S. No. 4997 in the State of Texas, Surveyor for Guzman & Munoz Engineering and Surveying, certify that this sketch accurately represents a survey done on the ground under my supervision showing all improvements located on the land and that there are no encroachments, boundary conflicts, protrusions or visible or apparent easements, except as shown on the survey.

Carlos C Aguilar 02/24/23
R.P.L.S. Reg. No. 4997

February 21, 2023
Date Surveyed

STATE OF TEXAS
REGISTERED
CARLOS C. AGUILAR
4997
PROFESSIONAL
LAND SURVEYOR

IMPROVEMENT SURVEY
OF

A 2.57 ACRE TRACT OF LAND OUT OF THE 71.170 ACRE TRACT IN THE A. N. TANDY ESTATE, SHARE 12, ESPIRITU SANTO GRANT, CAMERON COUNTY TEXAS, CONVEYED TO DRD FAMILY LIMITED PARTNERSHIP BY DEED RECORDED IN VOLUME 11294, PAGE 250, CAMERON COUNTY OFFICIAL RECORDS

GUZMAN & MUÑOZ
ENGINEERING AND SURVEYING, INC.
2020 E. Expressway 83
Mercedes, Texas 78570
Phone: (956) 565-4637
Fax: (956) 565-4636
Texas Registered Engineering Firm F-8017
TBPLS Firm Registered No. 10087700

JOB NO. S-4525

FILE NAME: P:\JOBS-2023\SURVEY\CAMERON\PRO\S4525_MPE ALTON STE\DWG\S4525_MPE SURVEYING PLOT DATE: February 24, 2023

STAFF REPORT

Planning & Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

APPLICATION DETAILS

Applicant/Representative: Brownsville Alton Gloor MHP, LP
Property Address: West Alton Gloor Boulevard
Application Type: Rezone
Current Zoning: Residential Estate (RE)
Application Date: April 13, 2023
CC Meeting Dates: 1st – June 20, 2023/ 2nd – July 11, 2023
Overlay(s): N/A
No. of Mail-outs: 16

Geo ID: 79-1200-0130-0831-00
Case No.: 235-2023-009
Proposed Use: Apartments
Proposed Zoning: Residential Transition (R-3)
P&Z Date: June 1, 2023
Electoral District: 4
Annexation Year: 1985 - 1992
Opposition: No Verbal or Written Opposition

PROPERTY DETAILS

Legal Description: 2.566-acre tract of land, out of a 71.17-acre tract of land in the A.N. Tandy Estate, Share 12, Espiritu Santo Grant, Cameron County, Texas, located on West Alton Gloor Boulevard, Brownsville, Texas 78520.
Roadway Frontage: The subject property is fronting West Alton Gloor Boulevard, a Primary Arterial.
Predominant Land Use: The predominant land use within the area is Single-Family Dwelling.

ABUTTING LAND USES (*SEE ATTACHED AERIAL VIEW MAP)*

North: Undeveloped Land and Single-Family Dwelling
East: Undeveloped Land
South: Single-Family Dwelling
West: Single-Family Dwelling and Commercial Business

EXISTING ZONING DESIGNATIONS (*SEE ATTACHED ZONING MAP)*

North: Residential Estate (RE)
East: Residential Estate (RE)
South: Residential Single-Family (R-1)
West: Residential Estate (RE) and Residential Transition (R-3)

FUTURE LAND USE PLAN (*SEE ATTACHED FUTURE LAND USE MAP)*

The City of Brownsville Future Land Use Plan indicates that the subject land is located within the Town Corridor. Town Corridors are primarily residential, with an average of 3 dwelling units per acre and consist of single-family homes. Commercial uses should be neighborhood-oriented office and retail, ideally independently owned business, and shops. Town Corridors are highly suitable for adult and child daycare facilities, schools and education and recreation centers. It is the opinion of staff that the request is consistent with the Future Land Use Plan.

REVIEW CRITERIA

After an analysis of the subject property and surrounding area, it is the opinion of staff that the proposed zoning/use would generally be compatible with surrounding uses and would not create significant or burdensome demands on public facilities such as water, wastewater, and transportation. In general, the proposed zoning/use would fit into the character of the neighborhood without having adverse impacts on the area.

STAFF RECOMMENDATION

Based upon the analysis presented in this report and based on observations from the Planning and Redevelopment Department, staff recommends approval of the zoning request from Residential Estate (RE) to Residential Transition (R-3).

Planning and Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

Second Reading Zoning Cases

CITY COMMISSION HEARING DATE: JULY 11, 2023

Case Number	*Electoral District*	*Application Type*	*Property Address*	*Applicant/ Representative Name*	*Zoning Change*	*Reason for Request*	*Opposition*
235-2023-009	4	Rezone	West Alton Gloor Boulevard	Brownsville Alton Gloor MHP, LP	To rezone from Residential Estate (RE) to Residential Transition (R-3)	To allow a multi-family development	No verbal or written opposition
235-2023-010	3	Rezone	7225 Paredes Line Road	Jorge A. Mascorro	To rezone from Commercial Corridor (CC) to Regional Center (RC)	To allow an open RV/Boat Storage	No verbal or written opposition
235-2023-011	4	Rezone	9795 U.S. Military Highway 281	Laura M. Rodriguez	To rezone from Commercial Corridor (CC) to Residential Single-Family (R-1)	To allow a single-family home	No verbal or written opposition
235-2023-904	4	City Initiated Rezone	FM 1421	Diana Salazar	To rezone from Agriculture to Residential Suburban (R-2)	To allow a duplex	No verbal or written opposition

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Martin Vega, Senior Planner
Date:	Tuesday, July 11, 2023
Agenda #:	**APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 235-2023-010**, to rezone from Commercial Corridor (CC) to Regional Center (RC) for Lot 2, Block 1, MG Estates Subdivision, Cameron County, Texas, located at 7225 Paredes Line Road, Brownsville, Texas 78526, as shown in Exhibit "A". (District 3) (Planning & Redevelopment Department)

Summary:
Property owner, Jorge A. Mascorro, proposes to change the Zoning Designation for Lot 2, Block 1, MG Estates Subdivision, Cameron County, Texas, located at 7225 Paredes Line Road, Brownsville, Texas 78526. The applicant requests to rezone the subject property from Commercial Corridor (CC) to Regional Center (RC) for the purpose of establishing an open RV and boat storage facility on the subject property.

The predominant land use in the surrounding area is commercial business. Additional uses, such as undeveloped land and single-family dwelling are also present within proximity of the subject property.

The property is located within the Town Corridor and Employment Hub. The request is consistent with the Future Land Use Map.

Project Scope and Analysis:
The subject property is currently vacant and is intended to be repurposed into an open RV and boat storage facility. The proposed zoning change is required due to the current zoning (Commercial Corridor – CC) not allowing the open storage of vehicles. It is important to point out that the development will be subject to residential adjacency requirements due to its shared boundary with a single-family neighborhood. Additionally, installation of proper screening and impervious surfaces will be required.

Based on the existing uses and zoning districts within the vicinity, it is staff's opinion that the proposed use is appropriate.

Funding:

Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:

There was no written or verbal opposition at the Planning and Zoning Commission meeting on June 1, 2023. The Planning and Zoning Commission approves this rezoning from Commercial Corridor (CC) to Regional Center (RC).

The item was approved by City Commission at 1st Reading on June 20, 2023.

Commission Pillar:

Planning & Redevelopment

Attachments:

1. Binder 235-2023-010
2. 2nd Reading Zoning Cases 071123

City of Brownsville Planning and Redevelopment Department
1034 E. Levee St. 2nd Floor, Brownsville, Texas 78520
Telephone: 956.548.6150

Zoning Division:
zoning@brownsvilletx.gov

Multi-Process Application / Aplicación Multiproceso

General Information / Información General:

Applicant Information / Información del Solicitante

Date / Fecha: 4.17.23	☑ Owner / Nombre del Propietario ☐ Representative or Agent / Representante o Agente	
Applicant Name / Nombre del Solicitante: Jorge A. Mascorro		
Address / Dirección: 1751 Northwood Dr		
City / Ciudad: Brownsville	State / Estado: TX	Zip / Código Postal: 78520
Phone Number / Numero Telefónico: 956 832 7232	Fax:	
E-mail / Correo Electrónico: beamas@yahoo.com		

Property Information / Información de la Propiedad

Is the Property Subdivided? / ¿La propiedad está subdividida? ☑ Yes / Sí ☐ No, If the answer is no, provide survey map and or metes and bounds / Si la respuesta es no, proporcione un plano catastral (del terreno) y / o medidas y límites

Property Address / Dirección de la Propiedad: 7225 Paredes Line Rd.		
Subdivision / Subdivisión: MG Estates	Lot / Lote: 2	Block / Bloque: 1
Property Tax ID / Identificación del impuesto: 76-9656-0010-0020-00	Gross Acreage / Superficie en Acres:	
Location Description / Descripción de la Ubicación: 7225 Paredes Line Rd		
Current Zoning / Zonificación Actual: CC	Proposed Zoning / Zonificación Propuesta: RC	
Proposed Use / Uso propuesto: Open boat & RV storage	Overlay District:	

Application Type / Tipo de Aplicacion:

- ☐ I. Specific Use Application / Solicitud Para Plan de Uso Específico
- ☑ II. Zoning Application / Solicitud de Zonificación
- ☐ III. Planned Development Application / Solicitud de Distrito de Desarrollo Planificado
- ☐ IV. Board of Adjustment Application / Aplicación al Comité de Ajuste

Required Documentation for ALL applications:

- ☑ Application / Solicitud
- ☑ Full payment of the application fee / Pago completo de la tarifa de solicitud
- ☑ Copy of tax certificate / Copia del Certificado Fiscal / Impuestos
- ☑ Deed of the subject property / Escritura de la propiedad en cuestión
- ☐ Survey if property is not subdivided / Proporcione un plano catastral (del terreno), si la propiedad no esta subdividida
- ☐ Notarized authorization letter from the owner (if the application is signed by the representative and/or buyer) / Carta de autorización notariada del propietario (si la solicitud está firmada por el representante y / o el comprador)
- ☐ Copy of Certificate of Formation Limited Liability Company (if applicable) / Copia del Certificado de Empresa de Responsabilidad Limitada (si corresponde)
- ☐ Copy of Property Sale Agreement or Contract (if buyer is the applicant) / Copia del acuerdo o contrato de venta de la propiedad (si el comprador es el solicitante)

See additional requirements listed below for each application type /
Consulte los requisitos adicionales que se enumeran a continuación para cada tipo de aplicación

*No incomplete applications will be accepted / No se aceptarán solicitudes incompletas

I. Specific Use Application Fee / Tarifa de la Solicitud Pada Plan de Uso Específico

Multi-Family / Office / Commercial / Retail / Industrial: Multifamiliar / Oficina / Comercial / Minorista / Industrial:	Single Family: Unifamiliar:
☐ 0 – 1 Acres...$500 ☐ 1 – 5 Acres...$750 ☐ 5 – 10 Acres...$1,000 ☐ 10 and Up ... $1,250	☐ 0 – 1 Acres...$250 ☐ 1 – 10 Acres...$500 ☐ 10 and Up ... $1,000

Additional Required Documentation / Documentación Requerida

☐ Site Plan / Plan de Sitio

- **Refer to Unified Development Code 4.2.7 Specific Use Permit / Consulte el Código de Desarrollo Unificado 4.2.7 Permiso de Uso Específico**
- **Refer to Unified Development Code 4.6.9 Wireless Transmission for requirements / Consulte el Código de Desarrollo Unificado 4.6.9 Transmisión Inalámbrica para conocer los requisitos**

II. Zoning Application Fee / Tarifa de la Solicitud de Zonificación

Multi-Family / Office / Commercial / Retail / Industrial: Multifamiliar / Oficina / Comercial / Minorista / Industrial:	Single Family: Unifamiliar:
☐ 0 – 1 Acres...$500 ☑ 1 – 5 Acres...$750 ☐ 5 – 10 Acres...$1,000 ☐ 10 and Up ... $1,500	☐ 0 – 1 Acres...$250 ☐ 1 – 10 Acres...$500 ☐ 10 and Up ... $1,000

III. Planned Development Application Fee / Tarifa Para Solicitud de Distrito de Desarrollo Planificado

☐ General Development Plan / Plan General de Desarrollo $
☐ Final Development Plan / Plan de Desarrollo Final $
☐ Planned Development Amendment / Enmienda de Desarrollo Planificado $

Additional Required Documentation / Documentación Requerida

☐ Planned Development Master Plan / Plan Maestro de Desarrollo Planificado
- ☐ Design Statement / Declaración de Diseño
- ☐ Concept Plan/ Plan Conceptual

IV. Board of Adjustment Application / Aplicación al Comité de Ajuste

☐ Variance / Variación de Zonificación ☐ Special Exception / Excepción Especial	☐ $250

Description / Descripción

Provide a brief description of your request / Proporcione una breve descripción de su solicitud:

Additional Required Documentation / Documentación Requerida

☐ A digital copy in PDF format of a survey that is sealed and signed by a professional land surveyor./Una copia digital en formato PDF del plato catastral (del terreno) sellado y firmado por un agrimensor profesional.
☐ A digital copy of the site plan in PDF format./Una copia digital del plano del sitio en formato PDF.
☐ A letter fully explaining request / Una carta que explique completamente la solicitud
☐ All supplemental material to be presented to Board Members (pictures, letters of support, etc.) / Todo el material complementario que se presentará a los miembros del comité (fotografías, cartas de apoyo, etc.)

Applicant Signature / Firma del Solicitante:

(If the application is signed by the representative a notarized letter from the owner is required with this application / Si la solicitud está firmada por el representante, se requiere una carta notariada del propietario con esta solicitud)	Date / Fecha:

Office Use Only /Sólo Para Uso Oficial

Case Number: 235-2023-010	Application Fee: $750.00	Code ZONCTA-23-0013
Application Processed by: Martin Vega	Date: 4.19.23 4/26/2023	

*No incomplete applications will be accepted / No se aceptarán solicitudes incompletas

03/19/21

ORDINANCE NUMBER 235-2023-010

AN ORDINANCE AMENDING THE "CITY ZONING ORDINANCE" BY AMENDING THE OFFICIAL ZONING ATLAS; AND DEALING WITH RELATED MATTERS INCLUDING $2000 PENALTIES.

WHEREAS, this ordinance is in accordance with the City's comprehensive plan; is consistent with the existing zoning surrounding the area to be rezoned; and bears a substantial relationship to the public health, safety, morals or general welfare; and all procedural requirements for the passage hereof have been met;

Be It Ordained by the City of Brownsville:

Section 1. That the City Commission of the City of Brownsville, Texas, hereby amends the "City Zoning Ordinance" by amending the Official Zoning Atlas so to rezone from Commercial Corridor (CC) to Regional Center (RC) for Lot 2, Block 1, MG Estates Subdivision, Cameron County, Texas, located at 7225 Paredes Line Road, Brownsville, Texas 78526.

Section 2. That all provisions of the City of Brownsville Unified Development Code are incorporated herein by reference and declared to be a part hereof; and that this ordinance shall become effective on the earliest date allowed by law.

INTRODUCED at a public hearing on **June 20, 2023**. Passed at First Reading on **June 20, 2023**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **July 11**, **2023**.

(SEAL)

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Yolanda Galarza-Gomez
City Secretary


SUBJECT PROPERTY
AURORA ST
PAREDES LINE RD
N
Case No. 235-2023-010
Maxar, Microsoft

City of Brownsville Zoning Map

Zoning Districts

- AG, Agricultural
- RE, Residential Estate
- R-1, Residential Single Family
- R-2, Residential Suburban
- R-3, Residential Transition
- TN, Traditional Neighborhood
- TN-MU, Traditional Neighborhood Mixed Use
- TN-C, Traditional Neighborhood Corridor
- DE, Downtown Edge
- DG, Downtown General
- DC, Downtown Core
- CC, Corridor Commercial
- RC, Regional Center
- LI, Light Industrial
- HI, Heavy Industrial

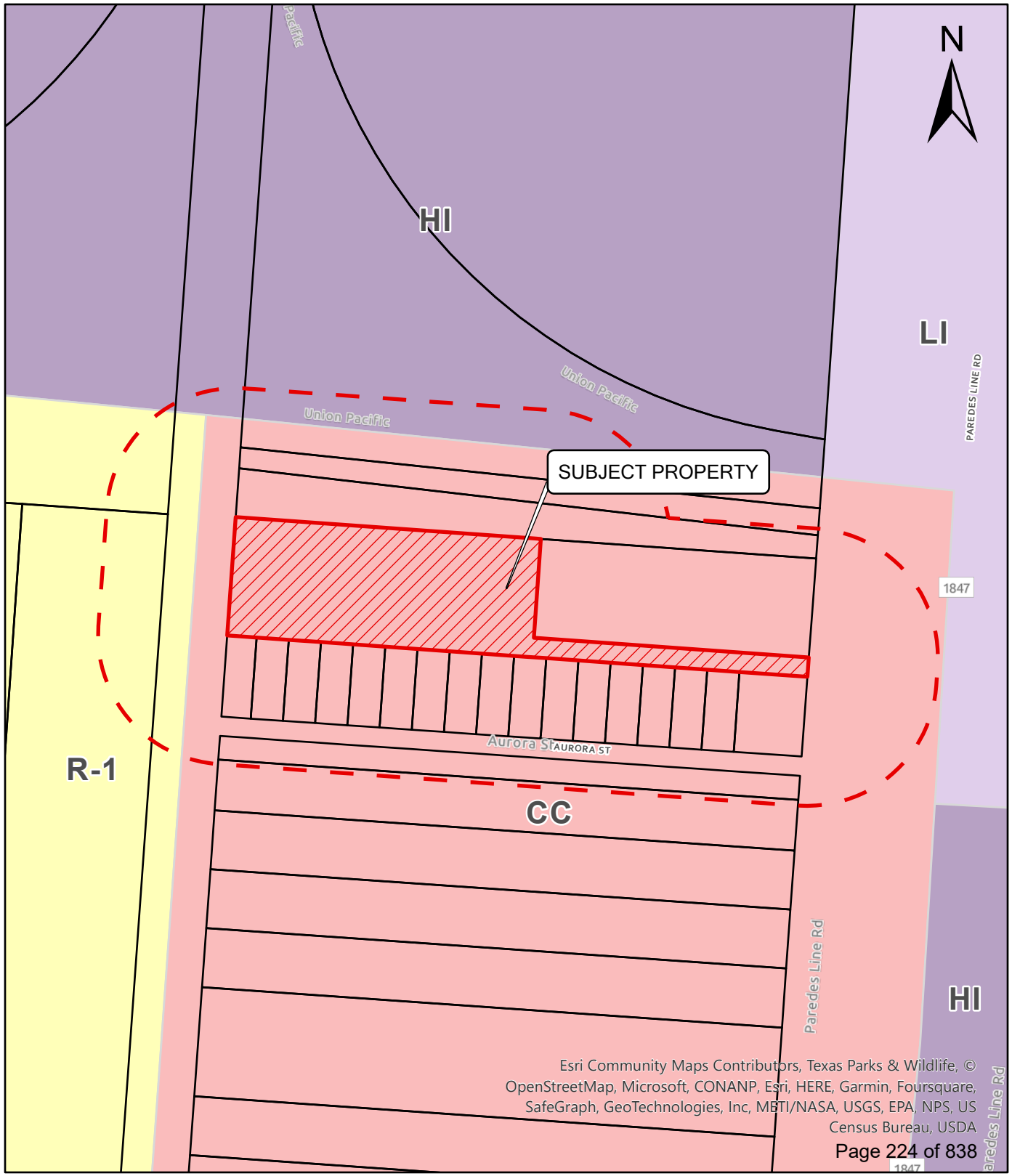
EXHIBIT "A"

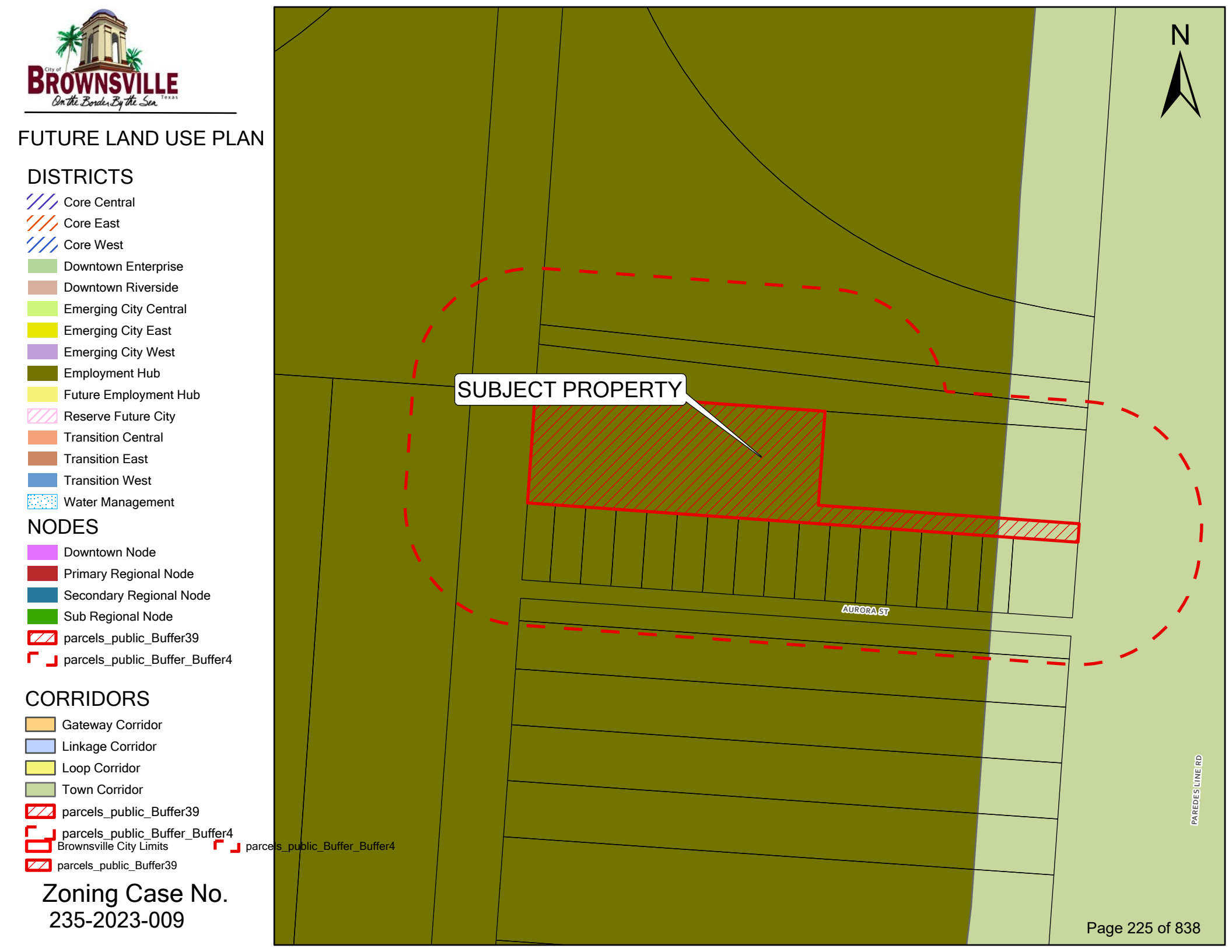
Rezoning request:
Case # 235-2023-010

Current Zoning:
CC, Commercial Corridor

Proposed Zoning:
RC, Regional Center

Brownsville Electoral District #3




FUTURE LAND USE PLAN
DISTRICTS
Core Central
Core East
Core West
Downtown Enterprise
Downtown Riverside
Emerging City Central
Emerging City East
Emerging City West
Employment Hub
Future Employment Hub
Reserve Future City
Transition Central
Transition East
Transition West
Water Management
NODES
Downtown Node
Primary Regional Node
Secondary Regional Node
Sub Regional Node
parcels_public_Buffer39
parcels_public_Buffer_Buffer4
CORRIDORS
Gateway Corridor
Linkage Corridor
Loop Corridor
Town Corridor
parcels_public_Buffer39
parcels_public_Buffer_Buffer4
Brownsville City Limits
parcels_public_Buffer_Buffer4
parcels_public_Buffer39
Zoning Case No.
235-2023-009
SUBJECT PROPERTY
AURORA ST
PAREDES LINE RD
N

STAFF REPORT

Planning & Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

APPLICATION DETAILS

Applicant/Representative: Jorge A. Mascorro
Property Address: 7225 Paredes Line Road
Application Type: Rezone
Current Zoning: Commercial Corridor (CC)
Application Date: April 26, 2023
CC Meeting Dates: 1st – June 20, 2023/ 2nd – July 11, 2023
Overlay(s): N/A
No. of Mail-outs: 25

Geo ID: 78-9656-0010-0020-00
Case No.: 235-2023-010
Proposed Use: Open RV/ Boat Storage
Proposed Zoning: Regional Center (RC)
P&Z Date: June 1, 2023
Electoral District: 3
Annexation Year: 1995
Opposition: No Verbal or Written Opposition

PROPERTY DETAILS

Legal Description: Lot 2, Block 1, MG Estates Subdivision, Cameron County, Texas, located at 7225 Paredes Line Road, Brownsville, Texas 78526.
Roadway Frontage: The subject property is fronting Paredes Line Road, a Primary Arterial.
Predominant Land Use: The predominant land use within the area is Single-Family Dwelling.

ABUTTING LAND USES (*SEE ATTACHED AERIAL VIEW MAP)*

North: Undeveloped Land
East: Undeveloped Land
South: Undeveloped Land, Single-Family Dwelling, and Commercial Business
West: Undeveloped Land and Single-Family Dwelling

EXISTING ZONING DESIGNATIONS (*SEE ATTACHED ZONING MAP)*

North: Commercial Corridor (CC), Light Industrial (LI), and Heavy Industrial (HI)
East: Commercial Corridor (CC), Light Industrial (LI), and Heavy Industrial (HI)
South: Commercial Corridor (CC)
West: Residential Single-Family (R-1)

FUTURE LAND USE PLAN (*SEE ATTACHED FUTURE LAND USE MAP)*

The City of Brownsville Future Land Use Plan indicates that the subject land is located within the Town Corridor and the Employment Hub. Town Corridors are primarily residential, with an average of 3 dwelling units per acre and consist of single-family homes. Land uses in the Employment Hub are half industrial with a healthy mixture of all other land uses. Residential uses should be primarily single-family, duplex and triplex with an average density of 4 dwelling units per acre. It is the opinion of staff that the request is consistent with the Future Land Use Plan.

REVIEW CRITERIA

After an analysis of the subject property and surrounding area, it is the opinion of staff that the proposed zoning/use would generally be compatible with surrounding uses and would not create significant or burdensome demands on public facilities such as water, wastewater, and transportation. In general, the proposed zoning/use would fit into the character of the neighborhood without having adverse impacts on the area.

STAFF RECOMMENDATION

Based upon the analysis presented in this report and based on observations from the Planning and Redevelopment Department, staff recommends approval of the zoning request from Commercial Corridor (CC) to Regional Center (RC).

Planning and Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

Second Reading Zoning Cases

CITY COMMISSION HEARING DATE: JULY 11, 2023

Case Number	*Electoral District*	*Application Type*	*Property Address*	*Applicant/ Representative Name*	*Zoning Change*	*Reason for Request*	*Opposition*
235-2023-009	4	Rezone	West Alton Gloor Boulevard	Brownsville Alton Gloor MHP, LP	To rezone from Residential Estate (RE) to Residential Transition (R-3)	To allow a multi-family development	No verbal or written opposition
235-2023-010	3	Rezone	7225 Paredes Line Road	Jorge A. Mascorro	To rezone from Commercial Corridor (CC) to Regional Center (RC)	To allow an open RV/Boat Storage	No verbal or written opposition
235-2023-011	4	Rezone	9795 U.S. Military Highway 281	Laura M. Rodriguez	To rezone from Commercial Corridor (CC) to Residential Single-Family (R-1)	To allow a single-family home	No verbal or written opposition
235-2023-904	4	City Initiated Rezone	FM 1421	Diana Salazar	To rezone from Agriculture to Residential Suburban (R-2)	To allow a duplex	No verbal or written opposition

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Martin Vega, Senior Planner
Date:	Tuesday, July 11, 2023
Agenda #:	**APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 235-2023-011**, to rezone from Commercial Corridor (CC) to Residential Single-Family (R-1) for Lot 5, Block 1, Military South Subdivision, Phase 1, Cameron County, Texas, located at 9795 U.S. Highway 281, Brownsville, Texas 78520, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department)

Summary:
Property owner, Laura M. Rodriguez, proposes to change the Zoning Designation for Lot 5, Block 1, Military South Subdivision, Phase 1, Cameron County, Texas, located at 9795 U.S. Highway 281, Brownsville, Texas 78520. The applicant requests to downzone the subject property from Commercial Corridor (CC) to Residential Single Family (R-1) for the purpose of building a single-family home.

The predominant land use in the surrounding area is single-family dwelling. Additional uses, such as undeveloped land and commercial business are also present within proximity of the subject property.

The property is located within the Gateway Corridor. The request is consistent with the Future Land Use Map.

Project Scope and Analysis:
The subject property is currently vacant and consists of 0.71 acre. The applicant is requesting a zoning reclassification due to the current zoning (CC) only allowing commercial development. With the proposed change, the property owner would be able to build a single-family home. In general, the proposed use would be compatible and would fit within the character of the neighborhood.

Funding:
Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:
There was no written or verbal opposition at the Planning and Zoning Commission meeting on June 1, 2023. The Planning and Zoning Commission approves this rezoning from Commercial Corridor (CC) to Residential Single Family (R-1).

The item was approved by City Commission at 1st Reading on June 20, 2023.

Commission Pillar:
Planning & Redevelopment

Attachments:
1. Binder 235-2023-011
2. 2nd Reading Zoning Cases 071123

City of Brownsville Planning and Redevelopment Department
1034 E. Levee St. 2nd Floor, Brownsville, Texas 78520
Telephone: 956.548.6150

Zoning Division:
zoning@brownsvilletx.gov

Multi-Process Application / Aplicación Multiproceso

General Information / Información General:

Applicant Information / Información del Solicitante

Date / Fecha: 4-28-23	☑ Owner / Nombre del Propietario ☐ Representative or Agent / Representante o Agente	
Applicant Name / Nombre del Solicitante: Laura M. Rodriguez		
Address / Dirección: 7006 Blue Spruce St.		
City / Ciudad: Brownsville	State / Estado: Tx.	Zip / Código Postal: 78526
Phone Number / Numero Telefónico: 956)442-5811	Fax:	
E-mail / Correo Electrónico: Martd35@yahoo.com		

Property Information / Información de la Propiedad

Is the Property Subdivided? / ¿La propiedad está subdividida? ☐ Yes / Sí ☐ No, If the answer is no, provide survey map and or metes and bounds / Si la respuesta es no, proporcione un plano catastral (del terreno) y / o medidas y límites "Will Provide Survey"		
Property Address / Dirección de la Propiedad: 9795 US Highway 281 Brownsville Tx.		
Subdivision / Subdivisión: Military South Sub Phase 1	Lot / Lote: 05	Block / Bloque: 01
Property Tax ID / Identificación del impuesto: 79-0114-0010-0050-00	Gross Acreage / Superficie en Acres: 31,347 sq ft.	
Location Description / Descripción de la Ubicación:		
Current Zoning / Zonificación Actual: Commercial Corridor	Proposed Zoning / Zonificación Propuesta:	
Proposed Use / Uso propuesto: Residential	Overlay District:	

Application Type / Tipo de Aplicacion:

- ☐ **I. Specific Use Application / Solicitud Para Plan de Uso Específico**
- ☑ **II. Zoning Application / Solicitud de Zonificación**
- ☐ **III. Planned Development Application / Solicitud de Distrito de Desarrollo Planificado**
- ☐ **IV. Board of Adjustment Application / Aplicación al Comité de Ajuste**

Required Documentation for ALL applications:

- ☐ Application / Solicitud
- ☐ Full payment of the application fee / Pago completo de la tarifa de solicitud — Do I Call and Pay?
- ☐ Copy of tax certificate / Copia del Certificado Fiscal / Impuestos
- ☐ Deed of the subject property / Escritura de la propiedad en cuestión
- ☐ Survey if property is not subdivided / Proporcione un plano catastral (del terreno), si la propiedad no esta subdividida
- ☐ Notarized authorization letter from the owner (if the application is signed by the representative and/or buyer) / Carta de autorización notariada del propietario (si la solicitud está firmada por el representante y / o el comprador)
- ☐ Copy of Certificate of Formation Limited Liability Company (if applicable) / Copia del Certificado de Empresa de Responsabilidad Limitada (si corresponde)
- ☐ Copy of Property Sale Agreement or Contract (if buyer is the applicant) / Copia del acuerdo o contrato de venta de la propiedad (si el comprador es el solicitante)

See additional requirements listed below for each application type /
Consulte los requisitos adicionales que se enumeran a continuación para cada tipo de aplicación

*No incomplete applications will be accepted / No se aceptarán solicitudes incompletas

I. Specific Use Application Fee / Tarifa de la Solicitud Pada Plan de Uso Específico

Multi-Family / Office / Commercial / Retail / Industrial: Multifamiliar / Oficina / Comercial / Minorista / Industrial:	Single Family: Unifamiliar:
☐ 0 – 1 Acres...$500 ☐ 1 – 5 Acres...$750 ☐ 5 – 10 Acres...$1,000 ☐ 10 and Up ... $1,250	☑ 0 – 1 Acres...$250 ☐ 1 – 10 Acres...$500 ☐ 10 and Up ... $1,000

Additional Required Documentation / Documentación Requerida

☐ Site Plan / Plan de Sitio

- **Refer to Unified Development Code 4.2.7 Specific Use Permit / Consulte el Código de Desarrollo Unificado 4.2.7 Permiso de Uso Específico**
- **Refer to Unified Development Code 4.6.9 Wireless Transmission for requirements / Consulte el Código de Desarrollo Unificado 4.6.9 Transmisión Inalámbrica para conocer los requisitos**

II. Zoning Application Fee / Tarifa de la Solicitud de Zonificación

Multi-Family / Office / Commercial / Retail / Industrial: Multifamiliar / Oficina / Comercial / Minorista / Industrial:	Single Family: Unifamiliar:
☐ 0 – 1 Acres...$500 ☐ 1 – 5 Acres...$750 ☐ 5 – 10 Acres...$1,000 ☐ 10 and Up ... $1,500	☑ 0 – 1 Acres...$250 ☐ 1 – 10 Acres...$500 ☐ 10 and Up ... $1,000

III. Planned Development Application Fee / Tarifa Para Solicitud de Distrito de Desarrollo Planificado

☐ General Development Plan / Plan General de Desarrollo $
☐ Final Development Plan / Plan de Desarrollo Final $
☐ Planned Development Amendment / Enmienda de Desarrollo Planificado $

Additional Required Documentation / Documentación Requerida

☐ Planned Development Master Plan / Plan Maestro de Desarrollo Planificado
- ☐ Design Statement / Declaración de Diseño
- ☐ Concept Plan/ Plan Conceptual

IV. Board of Adjustment Application / Aplicación al Comité de Ajuste

☐ Variance / Variación de Zonificación ☐ Special Exception / Excepción Especial	☐ $250

Description / Descripción

Provide a brief description of your request / Proporcione una breve descripción de su solicitud:

Additional Required Documentation / Documentación Requerida

☐ A digital copy in PDF format of a survey that is sealed and signed by a professional land surveyor./Una copia digital en formato PDF del plato catastral (del terreno) sellado y firmado por un agrimensor profesional.

☐ A digital copy of the site plan in PDF format./Una copia digital del plano del sitio en formato PDF.

☐ A letter fully explaining request / Una carta que explique completamente la solicitud

☐ All supplemental material to be presented to Board Members (pictures, letters of support, etc.) / Todo el material complementario que se presentará a los miembros del comité (fotografías, cartas de apoyo, etc.)

Applicant Signature / Firma del Solicitante:

(If the application is signed by the representative a notarized letter from the owner is required with this application / Si la solicitud está firmada por el representante, se requiere una carta notariada del propietario con esta solicitud)	Date / Fecha:
Nuria Rodriguez	5-2-23

Office Use Only /Sólo Para Uso Oficial

Case Number: 235-2023-011	Application Fee: $250.00	Code: ZONCTA-23-0014
Application Processed by: Martin Vega	Date: 5/3/2023	

*No incomplete applications will be accepted / No se aceptarán solicitudes incompletas

ORDINANCE NUMBER 235-2023-011

AN ORDINANCE AMENDING THE "CITY ZONING ORDINANCE" BY AMENDING THE OFFICIAL ZONING ATLAS; AND DEALING WITH RELATED MATTERS INCLUDING $2000 PENALTIES.

WHEREAS, this ordinance is in accordance with the City's comprehensive plan; is consistent with the existing zoning surrounding the area to be rezoned; and bears a substantial relationship to the public health, safety, morals or general welfare; and all procedural requirements for the passage hereof have been met;

Be It Ordained by the City of Brownsville:

Section 1. That the City Commission of the City of Brownsville, Texas, hereby amends the "City Zoning Ordinance" by amending the Official Zoning Atlas so to rezone from Commercial Corridor (CC) to Residential Single-Family (R-1) for Lot 5, Block 1, Military South Subdivision, Phase 1, Cameron County, Texas, located at 9795 U.S. Highway 281, Brownsville, Texas 78520.

Section 2. That all provisions of the City of Brownsville Unified Development Code are incorporated herein by reference and declared to be a part hereof; and that this ordinance shall become effective on the earliest date allowed by law.

INTRODUCED at a public hearing on **June 20, 2023**. Passed at First Reading on **June 20, 2023**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **July 11**, **2023**.

(SEAL)

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Yolanda Galarza-Gomez
City Secretary


E LUZ AVE
US HIGHWAY 281
SUBJECT PROPERTY
N
Case No. 235-2023-011
Maxar, Microsoft

City of Brownsville Zoning Map

Zoning Districts

- AG, Agricultural
- RE, Residential Estate
- R-1, Residential Single Family
- R-2, Residential Suburban
- R-3, Residential Transition
- TN, Traditional Neighborhood
- TN-MU, Traditional Neighborhood Mixed Use
- TN-C, Traditional Neighborhood Corridor
- DE, Downtown Edge
- DG, Downtown General
- DC, Downtown Core
- CC, Corridor Commercial
- RC, Regional Center
- LI, Light Industrial
- HI, Heavy Industrial

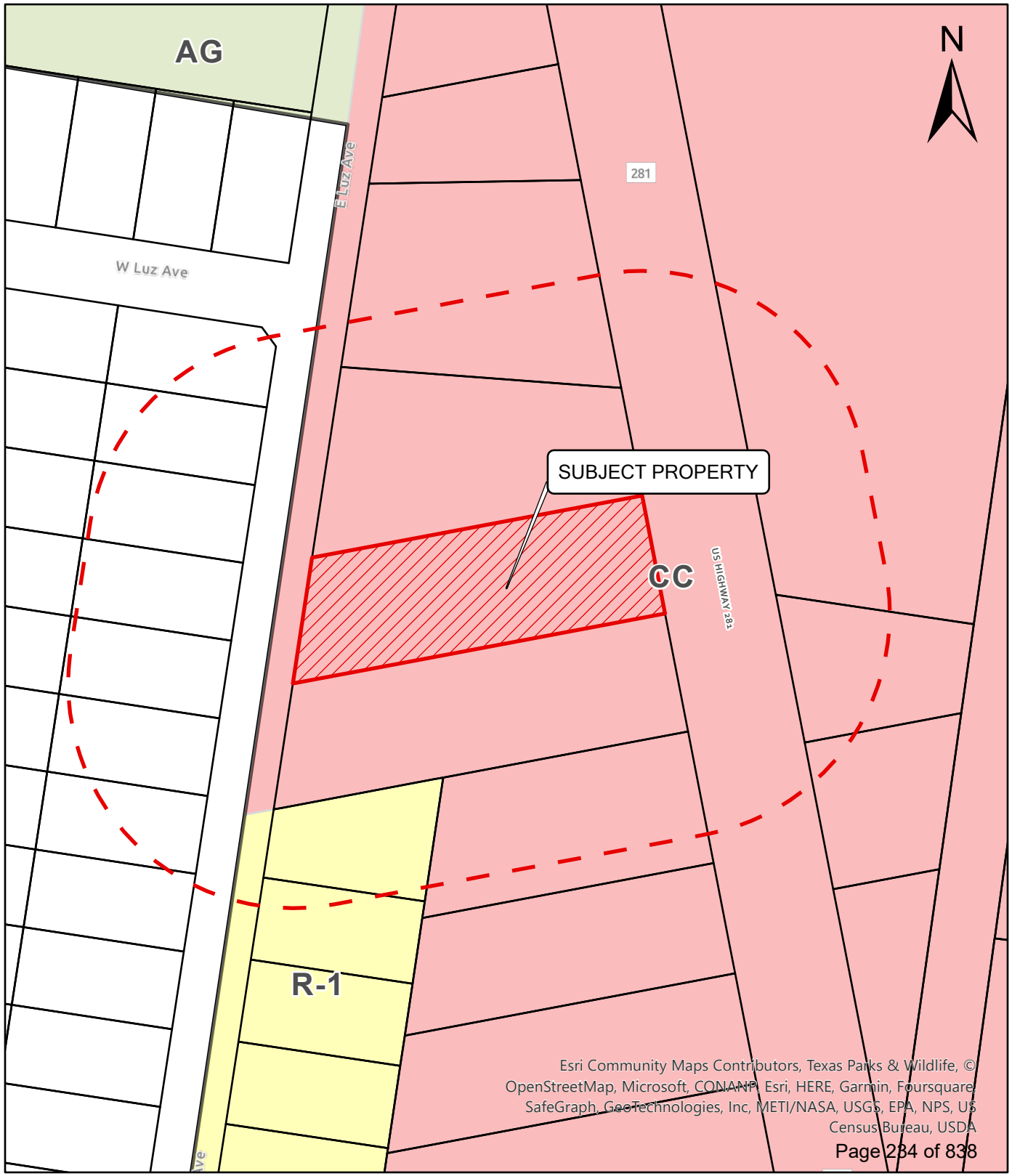
EXHIBIT "A"

Rezoning request:
Case # 235-2023-011

Current Zoning:
CC, Commercial Corridor

Proposed Zoning:
R-1, Residential single Family

Brownsville Electoral District #4



FUTURE LAND USE PLAN

DISTRICTS

- Core Central
- Core East
- Core West
- Downtown Enterprise
- Downtown Riverside
- Emerging City Central
- Emerging City East
- Emerging City West
- Employment Hub
- Future Employment Hub
- Reserve Future City
- Transition Central
- Transition East
- Transition West
- Water Management

NODES

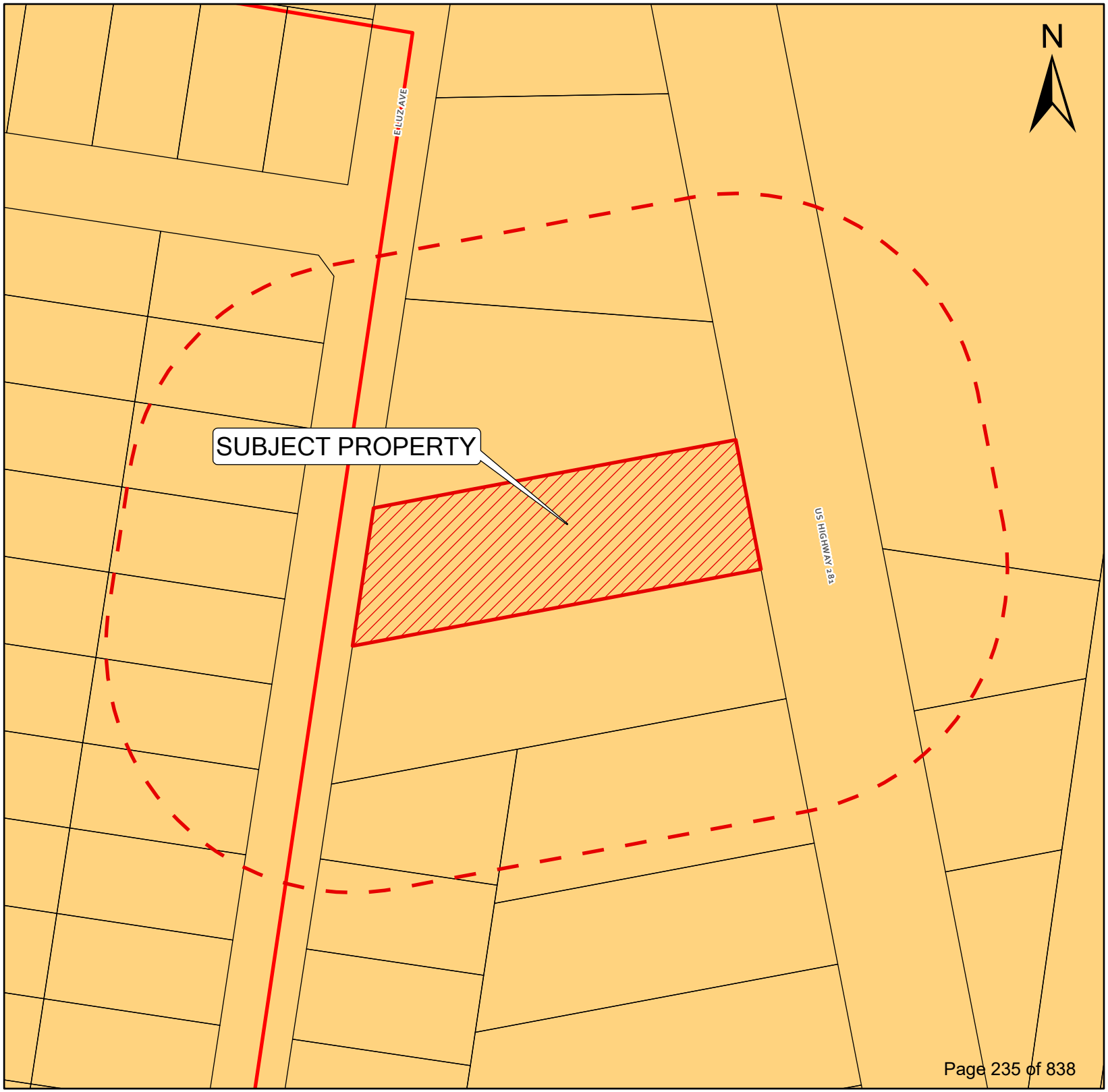
- Downtown Node
- Primary Regional Node
- Secondary Regional Node
- Sub Regional Node

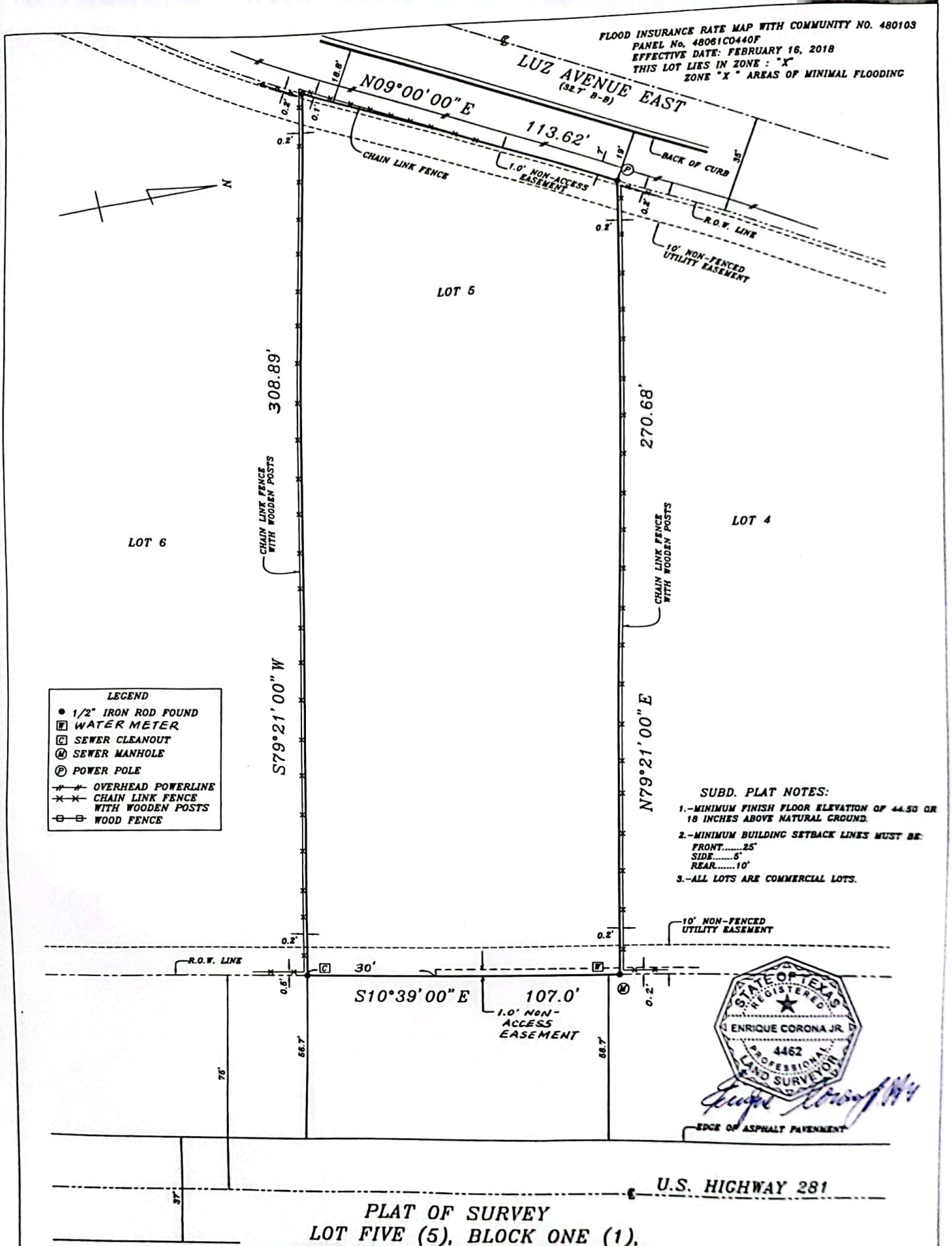
CORRIDORS

- Gateway Corridor
- Linkage Corridor
- Loop Corridor
- Town Corridor

- Brownsville City Limits

Zoning Case No.
235-2023-011





PLAT OF SURVEY
LOT FIVE (5), BLOCK ONE (1), MILITARY SOUTH SUBDIVISION, PHASE I,

CAMERON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET 1, SLOT 2337-A, MAP RECORDS OF CAMERON COUNTY, TEXAS.

SURVEYED FOR: ALPHA HOMES

SCALE: 1" =30'

" THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY, AS DESCRIBED HEREON, WAS MADE ON THE GROUND ON APRIL 14, 2023 THAT THE ONLY IMPROVEMENTS ON THE GROUND ARE AS SHOWN; THAT THERE ARE NO VISIBLE ENCROACHMENTS, VISIBLE OVERLAPPINGS, APPARENT CONFLICTS OR VISIBLE EASEMENTS, EXCEPT AS SHOWN HEREON."

CORONA
HC. NO. 24300
ENGINEERING/SURVEYING CO.
654 W. ST. CHARLES
BROWNSVILLE, TX. 78520
(956) 541-3222 FAX 541-3838
ENGINEER FIRM REGISTRATION NO. F-5036
SURVEYOR FIRM REGISTRATION NO. 10136
hcoronaeng@yahoo.com

STAFF REPORT

Planning & Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

APPLICATION DETAILS

Applicant/Representative: Laura M. Rodriguez
Property Address: 9795 U.S. Highway 281
Application Type: Rezone
Current Zoning: Commercial Corridor (CC)
Application Date: May 3, 2023
CC Meeting Dates: 1st – June 20, 2023/ 2nd – July 11, 2023
Overlay(s): N/A
No. of Mail-outs: 18

Geo ID: 79-0114-0010-0050-00
Case No.: 235-2023-011
Proposed Use: Single Family Residence
Proposed Zoning: Residential Single-Family (R-1)
P&Z Date: June 1, 2023
Electoral District: 4
Annexation Year: 2001
Opposition: No Verbal or Written Opposition

PROPERTY DETAILS

Legal Description: Lot 5, Block 1, Military South Subdivision, Phase 1, Cameron County, Texas, located at 9795 U.S. Military Highway 281, Brownsville, Texas 78520.
Roadway Frontage: The subject property is fronting U.S. Military Highway 281, a Primary Arterial.
Predominant Land Use: The predominant land use within the area is Single-Family Dwelling.

ABUTTING LAND USES (*SEE ATTACHED AERIAL VIEW MAP)*

North: Undeveloped Land, Single-Family Dwelling, and Commercial Business
East: Undeveloped Land and Single-Family Dwelling
South: Single-Family Dwelling and Commercial Business
West: Single-Family Dwelling

EXISTING ZONING DESIGNATIONS (*SEE ATTACHED ZONING MAP)*

North: Agriculture (AG) and Commercial Corridor (CC)
East: Commercial Corridor (CC)
South: Residential Single-Family (R-1) and Commercial Corridor (CC)
West: Extraterritorial Jurisdiction (ETJ)

FUTURE LAND USE PLAN (*SEE ATTACHED FUTURE LAND USE MAP)*

The City of Brownsville Future Land Use Plan indicates that the subject land is located within the Gateway Corridor. Gateway Corridors are primarily residential, with an average of 0.25 dwelling units per acre on large lots, ranch and agricultural uses and some single-family homes. The small amount of commercial, institutional, community facility, and industrial land uses should be minimally intrusive on the landscape and be tailored to the more rural environment of the module. It is the opinion of staff that the request is consistent with the Future Land Use Plan.

REVIEW CRITERIA

After an analysis of the subject property and surrounding area, it is the opinion of staff that the proposed zoning/use would generally be compatible with surrounding uses and would not create significant or burdensome demands on public facilities such as water, wastewater, and transportation. In general, the proposed zoning/use would fit into the character of the neighborhood without having adverse impacts on the area.

STAFF RECOMMENDATION

Based upon the analysis presented in this report and based on observations from the Planning and Redevelopment Department, staff recommends approval of the zoning request from Commercial Corridor (CC) to Residential Single-Family (R-1).

Planning and Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

Second Reading Zoning Cases

CITY COMMISSION HEARING DATE: JULY 11, 2023

Case Number	*Electoral District*	*Application Type*	*Property Address*	*Applicant/ Representative Name*	*Zoning Change*	*Reason for Request*	*Opposition*
235-2023-009	4	Rezone	West Alton Gloor Boulevard	Brownsville Alton Gloor MHP, LP	To rezone from Residential Estate (RE) to Residential Transition (R-3)	To allow a multi-family development	No verbal or written opposition
235-2023-010	3	Rezone	7225 Paredes Line Road	Jorge A. Mascorro	To rezone from Commercial Corridor (CC) to Regional Center (RC)	To allow an open RV/Boat Storage	No verbal or written opposition
235-2023-011	4	Rezone	9795 U.S. Military Highway 281	Laura M. Rodriguez	To rezone from Commercial Corridor (CC) to Residential Single-Family (R-1)	To allow a single-family home	No verbal or written opposition
235-2023-904	4	City Initiated Rezone	FM 1421	Diana Salazar	To rezone from Agriculture to Residential Suburban (R-2)	To allow a duplex	No verbal or written opposition

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Martin Vega, Senior Planner
Date:	Tuesday, July 11, 2023
Agenda #:	**APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 235-2023-904**, to rezone from Agriculture (AG) to Residential Suburban (R-2) for a 0.94 acre-tract out of a 5.66-acre tract, being in Santander Townsite, Barreda Gardens Subdivision, located on FM 1421, Brownsville, Texas 78520, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department)

Summary:
This is a City Initiated Case to change the zoning designation for an approximate 0.94 acre-tract out of a 5.66-acre tract, being in Santander Townsite, Barreda Gardens Subdivision, located on FM 1421, Brownsville, Texas 78520. The proposed zoning reclassification will amend the Zoning Map from Residential Single-Family (R-1) to Residential Suburban (R-2).

The predominant land use in the surrounding area is single-family dwelling. Additional uses, such as undeveloped land, are also present within the vicinity.

The property is located within the Emerging City West District. The proposed use/zoning designation is consistent with the Future Land Use Map.

Project Scope and Analysis:
The subject property has an approximate area of 0.94 acre and is currently vacant. If approved, this will be site to a duplex. The applicant is requesting a zoning reclassification due to the current zoning (R-1) only allowing single-family residences. A development such as the one being proposed requires a minimum zoning designation of Residential Suburban (R-2).

After an analysis of the area, staff finds that the proposed use would be compatible with surrounding residential uses.

Funding:

Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:
There was no written or verbal opposition at the Planning and Zoning Commission meeting on June 1, 2023. The Planning and Zoning Commission approves this rezoning from Agriculture (AG) to Residential Suburban (R-2).

The item was approved by City Commission at 1st Reading on June 20, 2023.

Commission Pillar:
Planning & Redevelopment

Attachments:
1. Binder 235-2023-904
2. 2nd Reading Zoning Cases 071123

ORDINANCE NUMBER 235-2023-904

AN ORDINANCE AMENDING THE "CITY ZONING ORDINANCE" BY AMENDING THE OFFICIAL ZONING ATLAS; AND DEALING WITH RELATED MATTERS INCLUDING $2000 PENALTIES.

WHEREAS, this ordinance is in accordance with the City's comprehensive plan; is consistent with the existing zoning surrounding the area to be rezoned; and bears a substantial relationship to the public health, safety, morals or general welfare; and all procedural requirements for the passage hereof have been met;

Be It Ordained by the City of Brownsville:

Section 1. That the City Commission of the City of Brownsville, Texas, hereby amends the "City Zoning Ordinance" by amending the Official Zoning Atlas so to rezone from Agriculture (AG) to Residential Suburban (R-2) for a 0.94-acre tract out of a 5.66-acre tract, being in Santander Townsite, Barreda Gardens Subdivision, located on FM 1421, Brownsville, Texas 78520.

Section 2. That all provisions of the City of Brownsville Unified Development Code are incorporated herein by reference and declared to be a part hereof; and that this ordinance shall become effective on the earliest date allowed by law.

INTRODUCED at a public hearing on **June 20, 2023**. Passed at First Reading on **June 20, 2023**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **July 11**, **2023**.

(SEAL)

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Yolanda Galarza-Gomez
City Secretary


SUBJECT PROPERTY
N
Case No. 235-2023-904

City of Brownsville Zoning Map

Zoning Districts

- AG, Agricultural
- RE, Residential Estate
- R-1, Residential Single Family
- R-2, Residential Suburban
- R-3, Residential Transition
- TN, Traditional Neighborhood
- TN-MU, Traditional Neighborhood Mixed Use
- TN-C, Traditional Neighborhood Corridor
- DE, Downtown Edge
- DG, Downtown General
- DC, Downtown Core
- CC, Corridor Commercial
- RC, Regional Center
- LI, Light Industrial
- HI, Heavy Industrial

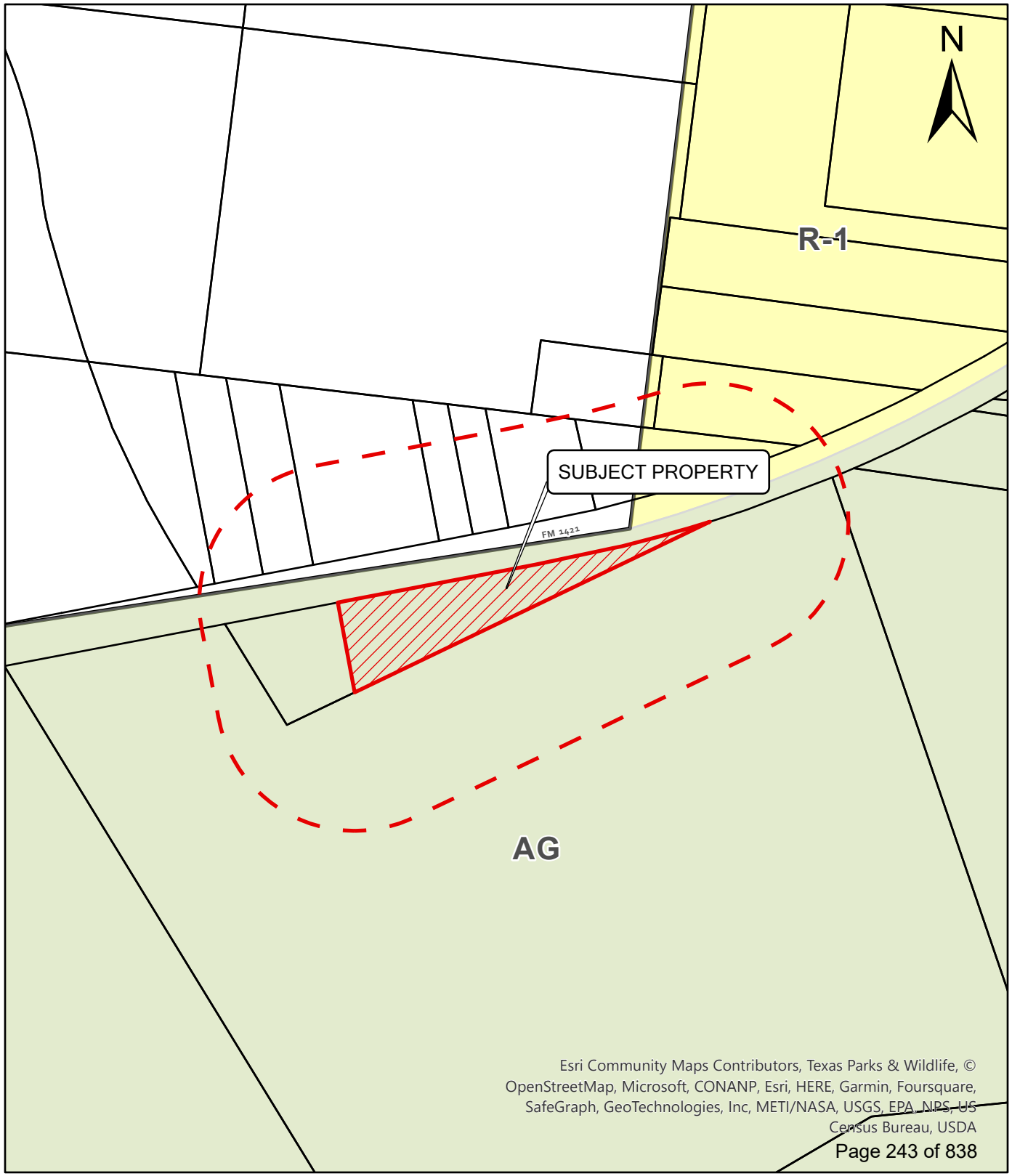
EXHIBIT "A"

Rezoning request:
Case # 235-2023-904

Current Zoning:
AG, Agricultural

Proposed Zoning:
R-2, Residential Suburban

Brownsville Electoral District #4



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FUTURE LAND USE PLAN

DISTRICTS

- Core Central
- Core East
- Core West
- Downtown Enterprise
- Downtown Riverside
- Emerging City Central
- Emerging City East
- Emerging City West
- Employment Hub
- Future Employment Hub
- Reserve Future City
- Transition Central
- Transition East
- Transition West
- Water Management

NODES

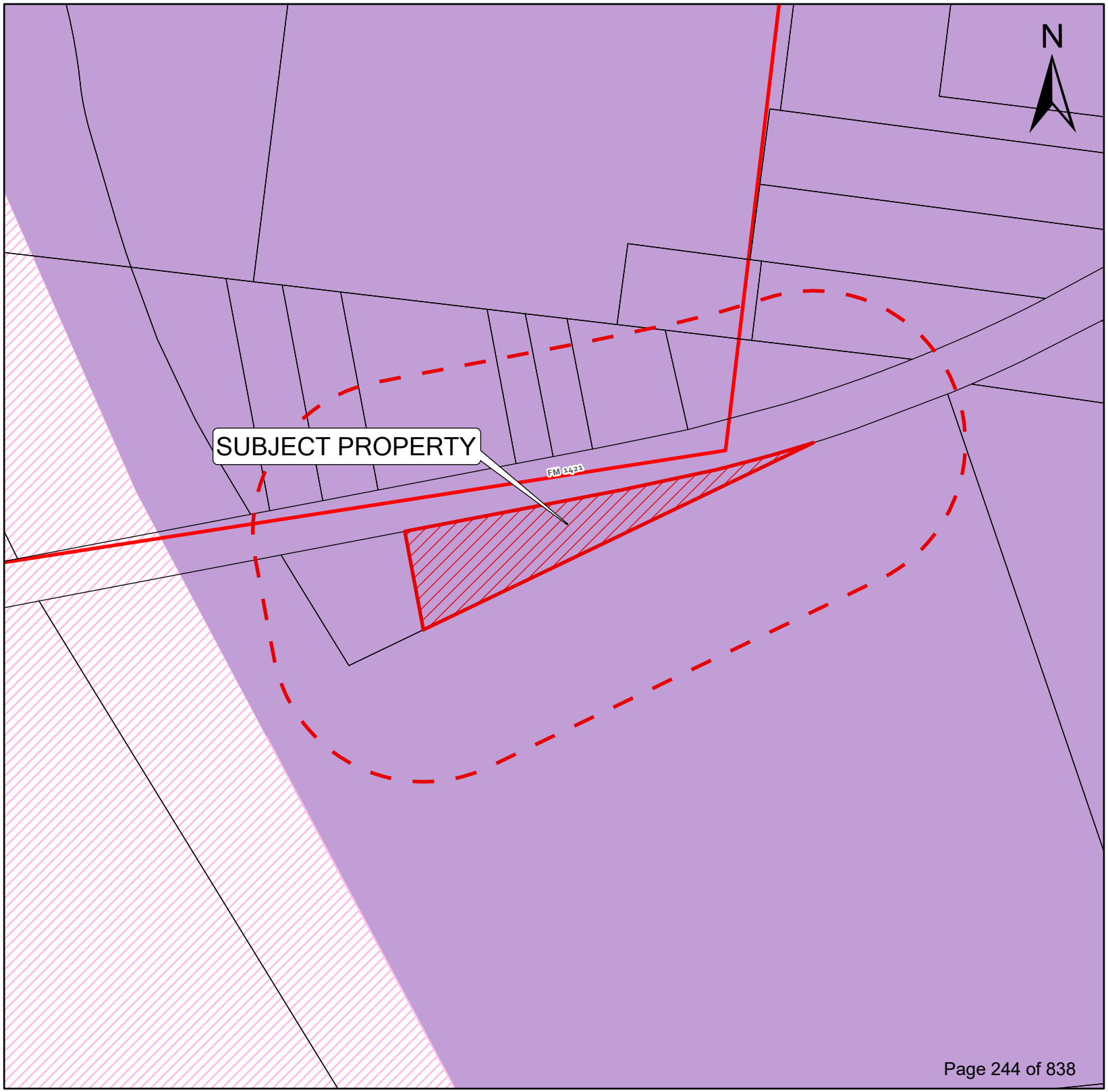
- Downtown Node
- Primary Regional Node
- Secondary Regional Node
- Sub Regional Node

CORRIDORS

- Gateway Corridor
- Linkage Corridor
- Loop Corridor
- Town Corridor

- Brownsville City Limits

Zoning Case No.
235-2023-904



STAFF REPORT

Planning & Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

APPLICATION DETAILS

Applicant/Representative: City Initiated (Diana Salazar)
Property Address: FM 1421
Application Type: Rezone
Current Zoning: Agriculture (AG)
Application Date: May 5, 2023
CC Meeting Dates: 1st – June 20, 2023/ 2nd – July 11, 2023
Overlay(s): N/A
No. of Mail-outs: 14

Geo ID: 73-5590-1000-1535-00
Case No.: 235-2023-904
Proposed Use: Duplex
Proposed Zoning: Residential Suburban (R-2)
P&Z Date: June 1, 2023
Electoral District: 4
Annexation Year: 2001
Opposition: No Verbal or Written Opposition

PROPERTY DETAILS

Legal Description: 0.94 acre-tract of land out of a 5.66 acre-tract, being in Santander Townsite, Barreda Gardens Subdivision, Cameron County, Texas, located on FM 1421, Brownsville, Texas 78520.
Roadway Frontage: The subject property is fronting FM 1421, a Secondary Arterial.
Predominant Land Use: The predominant land use within the area is Single-Family Dwelling.

ABUTTING LAND USES (*SEE ATTACHED AERIAL VIEW MAP)*

North: Undeveloped Land and Single-Family Dwelling
East: Undeveloped Land and Single-Family Dwelling
South: Undeveloped Land
West: Undeveloped Land and Single-Family Dwelling

EXISTING ZONING DESIGNATIONS (*SEE ATTACHED ZONING MAP)*

North: Residential Single-Family (R-1) and Exterritorial Jurisdiction (ETJ)
East: Agriculture (AG) and Residential Single-Family (R-1)
South: Agriculture (AG)
West: Agriculture (AG) and Exterritorial Jurisdiction (ETJ)

FUTURE LAND USE PLAN (*SEE ATTACHED FUTURE LAND USE MAP)*

The City of Brownsville Future Land Use Plan indicates that the subject land is located within the Emerging City West District. The average residential density should be 1 dwelling unit per acre and consist primarily of single-family homes, homes on large lots and agricultural/ ranch properties. Commercial facilities such as schools, parks, preserves, and infrastructure support and institutional uses such as doctor and veterinarian centers are encouraged. It is the opinion of staff that the request is consistent with the Future Land Use Plan.

REVIEW CRITERIA

After an analysis of the subject property and surrounding area, it is the opinion of staff that the proposed zoning/use would generally be compatible with surrounding uses and would not create significant or burdensome demands on public facilities such as water, wastewater, and transportation. In general, the proposed zoning/use would fit into the character of the neighborhood without having adverse impacts on the area.

STAFF RECOMMENDATION

Based upon the analysis presented in this report and based on observations from the Planning and Redevelopment Department, staff recommends approval of the request to rezone from Agriculture (AG) to Residential Suburban (R-2).

Planning and Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

Second Reading Zoning Cases

CITY COMMISSION HEARING DATE: JULY 11, 2023

Case Number	*Electoral District*	*Application Type*	*Property Address*	*Applicant/ Representative Name*	*Zoning Change*	*Reason for Request*	*Opposition*
235-2023-009	4	Rezone	West Alton Gloor Boulevard	Brownsville Alton Gloor MHP, LP	To rezone from Residential Estate (RE) to Residential Transition (R-3)	To allow a multi-family development	No verbal or written opposition
235-2023-010	3	Rezone	7225 Paredes Line Road	Jorge A. Mascorro	To rezone from Commercial Corridor (CC) to Regional Center (RC)	To allow an open RV/Boat Storage	No verbal or written opposition
235-2023-011	4	Rezone	9795 U.S. Military Highway 281	Laura M. Rodriguez	To rezone from Commercial Corridor (CC) to Residential Single-Family (R-1)	To allow a single-family home	No verbal or written opposition
235-2023-904	4	City Initiated Rezone	FM 1421	Diana Salazar	To rezone from Agriculture to Residential Suburban (R-2)	To allow a duplex	No verbal or written opposition

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Jorge Cardenas, Enterprise Applications Director
Date:	Tuesday, July 11, 2023
Agenda #:	Consideration and **ACTION** to approve the Rubrik Disaster Recovery System with SHI Government Solutions, Inc. for an initial service term of 3-years in the total amount of $312,055.08, as budgeted. (Enterprise Applications Department)

Summary:
Rubrik helps simplify data management, recover from ransomware attacks, and accelerate cloud mobility. Rubrik Security Cloud helps to protect data, monitor data risk, and recover data and applications, so we can keep our business moving forward.

Project Scope and Analysis:
The Statement of Work (SOW) for the Data Security Project includes the following:

1. Hardware
2. Software
3. SaaS services

The plan includes a 3–year contract with Rubrik cloud-based software-as-a-service and implementation, configuration, and training services. The project is to start as soon as July 17, 2023.

Funding:

Source: 702-241-951

Amount: $312,055.08

Local Contribution if Applicable:

Recommendation:
The Enterprise Applications Department staff recommends approval of Data Security for Office 365 for the City of Brownsville for the amount of $312,055.08.

Commission Pillar:
Governance Pillar and Infrastructure Pillar

Attachments:
1. SHI Government Solutions, Inc. - Quote-23605737
2. Disaster Recovery & Storage V2
3. Procurement Analysis - SHI - Rubrik
4. Cooperative Coversheet Agreement - SHI_V2_Signed by Vendor_

Pricing Proposal
Quotation #: 23605737
Created On: 6/19/2023
Valid Until: 6/30/2023

TX-City of Brownsville

Jorge Cardenas
1150 E. Adams St.
1st Floor
MIS Dept.
Brownsville, TX 78520
United States
Phone: (956) 548-6031
Fax:
Email: jorge.cardenas@brownsvilletx.gov

Inside Account Manager

Teresa Sapichino
290 Davidson Ave
Somerset, NJ 08873
Phone: 732-564-8240
Fax:
Email: Teresa_Sapichino@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	"PROFESSIONAL SERVICES REMOTE MLIC INSTALL & CONFIG FOR UP TO 8 BRIKSProduct stocked by manufacturer. Delivery times vary.Country of Origin: N/AWeight: Dim Weight: " Rubrik - Part#: RA-PS-INST-RMOT Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	$5,000.00	$10,000.00
2	"PRO SERV REMOTE CONSULT SERV/DALICS Y USE W/IN 6 MS OF PURCHASE PPProduct stocked by manufacturer. Delivery times vary.Country of Origin: N/AWeight: Dim Weight: " Rubrik - Part#: RA-PS-CON-RMOT Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	$2,800.00	$2,800.00
3	"ENTERPRISE EDITION /USABLE BETBSLIC SABLE BETB PREMIUM SUPPORT PREPAYProduct stocked by manufacturer. Delivery times vary.Country of Origin: N/AWeight: Dim Weight: " Rubrik - Part#: RS-BT-EE-PE-PP Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 **Note:** Associated HW: RHA-6410S-01 RHA-6408S-01; 36 month support term billed upfront	135	$1,255.34	$169,470.90
4	"PREM SUP FOR R6000S HARDWARE SVCS PREPAYProduct stocked by manufacturer. Delivery times vary.Country of Origin: N/AWeight: Dim Weight: " Rubrik - Part#: RS-HW-SVC-PE-S2 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 **Note:** Associated HW: RHA-6410S-01; 36 month support term billed upfront	1	$8,911.06	$8,911.06
5	"EDGE /USABLE BETB PREM SUPP LICS SABLE BETB PREM SUP PREPAYProduct stocked by manufacturer. Delivery times vary.Country of Origin: N/AWeight: Dim Weight: " Rubrik - Part#: RS-BT-EDG-PE-PP Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	3	$1,651.76	$4,955.28

Note: 36 month support term billed upfront

6	"PREM SUP FOR R6000S HARDWARE SVCS PREPAYProduct stocked by manufacturer. Delivery times vary.Country of Origin: N/AWeight: Dim Weight: " Rubrik - Part#: RS-HW-SVC-PE-S2 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 **Note:** Associated HW: RHA-6408S-01; 36 month support term billed upfront	1	$9,041.94	$9,041.94
7	"M365 ZERO TRUST DATA PROTECTIO LICS N MANAGED 20 FEGB/USER PREM SUP PPProduct stocked by manufacturer. Delivery times vary.Country of Origin: N/AWeight: Dim Weight: " Rubrik - Part#: RS-UR-MH20G-PE-PP Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 **Note:** 36 month support term billed upfront	1030	$42.35	$43,620.50
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Total $312,055.08

Additional Comments

Rubrik has a no returns policy.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Disaster Recovery, Storage & Data Protection

ENTERPRISE APPLICATIONS DEPARTMENT

Disaster Recovery, Storage & Data Protection

What needs Improvement?	• Data Protection • Data Storage • Disaster Recovery
Who has this problem?	• City of Brownsville
Why fix the problem?	•With ransomware attacks continuing to rise, organizations are often forced to trade-off paying the ransom with costly downtime. Even with defense mechanisms in place, extortionists continue to find new mechanisms to encrypt organizations' data.
How will I know this problem has been solved?	•All of our data will be stored in an immutable format, preventing ransomware from ever accessing and encrypting your backups in the first place. In the event of an attack, Rubrik provides fast recovery to the most recent clean state, granular visibility into the scope of the attack, and can alert us to unusual behavior leveraging machine learning

PROPOSAL

Solution	Benefit	Cost
❑ Rubrik DR, Storage, & Data Protection ❑ Simplify data management ❑ Recover from ransomware attacks ❑ Accelerate cloud mobility ❑ Update Storage	❑ Native Immutability to safeguard backups ❑ Fast recovery to minimize downtime ❑ Granular visibility to reduce data loss ❑ Lower cyber insurance policy ❑ Long term storage	❑ $312,055.08 ❑ 3-year Contract ❑ Funding Source: ❑ Technology Fund: Account 702-241-951

Challenges

- With ransomware attacks continuing to rise, organizations are often forced to trade-off paying the ransom with costly downtime. Even with defense mechanisms in place, extortionists continue to find new mechanisms to encrypt organizations' data.

- Backups are one of the most – if not the most – important defenses against ransomware. But if subject to corruption, attackers will use it against you. Advanced ransomware is now targeting backups – modifying or completely wiping them out. The importance of cyber resiliency and the need for faster ransomware recoveries from immutable backups that cannot be compromised is more important than ever.

Threat of Ransomware


THE TEXAS TRIBUNE

Texas power grid, energy sectors facing elevated Russian cyber threats during war in Ukraine

Utility companies and key oil and gas transportation hubs are on high alert as Russian hackers have been probing energy infrastructure's digital networks for weak points.

BY MITCHELL FERMAN MARCH 31, 2022 5 AM CENTRAL


TEXAS

As national cybersecurity threats grow, why Texas could be a target

by: Kelsey Thompson
Posted: Jun 5, 2022 / 03:57 PM CDT


TEXAS COULD BE A TARGET FOR RUSSIAN CYBERATTACKS

BY WILLIAM KIM | MAR 25, 2022 | NATIONAL SECURITY, POLICY


Texas Association of Counties

Education & Training | Legal | Legislative | Health & Employee Benefits

Home \ Nov / Dec 2021 \ Cyberattacks are an inevitable reality for Texas counties

Cyberattacks are an inevitable reality for Texas counties


Mansfield ISD hit with ransomware attack, district says

The attack caused an outage of systems that used internet, such as the website, email and phone systems, according to the district.


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CYBERSECURIT | MODERNIZATION | HYBRID | EMERGING | DATA & | LISTEN | WATCH | ATTEND | INS

CYBERSECURITY

Texas school district paid $547K ransomware demand


CYBERSECURITY

Texas Cyber Attack Has Taken 23 Government Agencies Offline

Davey Winder Senior Contributor
Co-founder, Straight Talking Cyber

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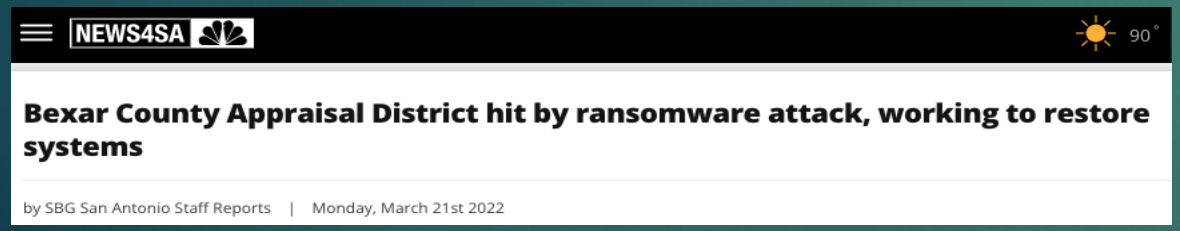

NEWS4SA

90°

Bexar County Appraisal District hit by ransomware attack, working to restore systems

by SBG San Antonio Staff Reports | Monday, March 21st 2022


Jonathan Greig | September 14, 2022

Texas hospital still bringing systems back online after Sept 1 ransomware attack


Article originally published on: https://arstechnica.com

Lubbock County managed to isolate the attack quickly. Others, not so much.


NEWS > LOCAL NEWS

Brooks County pays off hacker with tax dollars after ransomware attack

Cost of Ransomware Attack

City of Brownsville

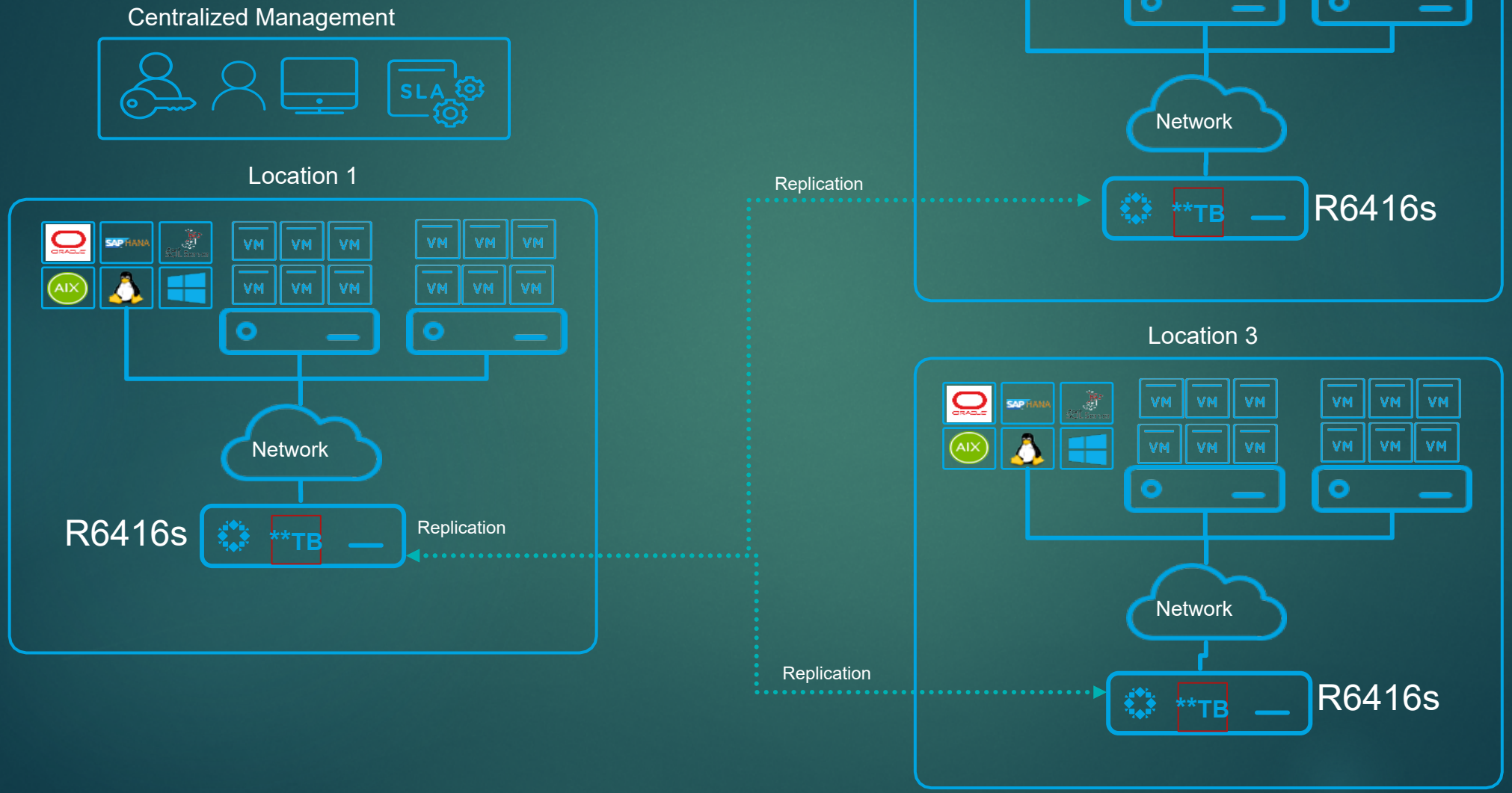
	Annual Revenue		**$ 193,444,208.00**	
	Deloitte Potential Impact %		**8.15%**	
	Potential USD Impact		**$ 15,765,702.95**	

	Impact factor	Term	Cost (USD)	% Total cost
Above the surface	Cybersecurity	1 year	$ 63,062.81	0.40%
	Attorney fees	5 years	$ 55,179.96	0.35%
	Public relations	1 year	$ 4,729.71	0.03%
	Technical investigation	9 weeks	$ 4,729.71	0.03%
	Customer breach notification	Not applicable	$ 47,297.11	0.30%
	Post-breach customer protection	Not applicable	$ 157,657.03	1.00%
	Regulatory compliance	Not applicable	$ 39,414.26	0.25%
Beneath the surface	Value of lost contract	5 years	$ 7,742,536.72	49.11%
	Operational disruption	2 years	$ 5,806,508.40	36.83%
	Devaluation of city name	5 years	$ 1,354,273.88	8.59%
	Loss of intellectual property	5 years	$ 729,952.05	4.63%
	Insurance premium increases	1 year	$ 4,729.71	0.03%
	Increased cost to raise debt	Not applicable	$ -	0.00%
	Lost value of customer relationships	Not applicable	$ -	0.00%
	Total		**$ 16,010,071.35**	**101.55%**

How Rubrik works

- **NATIVE IMMUTABILITY TO SAFEGUARD BACKUPS -** Ensure backups are not compromised by ransomware through built-in immutability. Data managed by Rubrik is never available in a read/write format and cannot be read, modified, or deleted by an external malicious actor.
- **FAST RECOVERIES TO MINIMIZE DOWNTIME -** Easily identify the most recent clean version of data and enable instant, file-level recoveries with Rubrik Live Mount. Plug into automation frameworks such as ServiceNow Incident Response with Rubrik RESTful APIs to further increase operational efficiency.
- **GRANULAR VISIBILITY TO REDUCE DATA LOSS -** Quickly identify which applications and files were impacted through intuitive data visualizations and roll back with file-level granularity. Minimize the risk of data loss associated with mass restores that include uncompromised data.

Brownsville Data Center Layout



Cybersecurity Insurance

Requirements for Cyber Insurance

REQUIREMENTS		CHARACTERISTICS
Hardened Recovery Platform	✓	Zero Trust Design End-to-End Encryption
Native Immutability	✓	Cannot Turn Off No Storage on Network
Strict Access Control	✓	Enforced Multi-Factor Authentication Retention Locked Backups
Protect All Data	✓	On-Prem Data Cloud Native Data Including M365
Cloud Air Gap	✓	Data Copy Immediately Offsite Immutable in Cloud
Ransomware Detection & Fast Recovery	✓	Identify Which Files Were Encrypted Quickly Recovery Files or Servers
Sensitive Data Discovery	✓	Scan and Identify PII Within Environment Identify Malware Strings Within Environment
Automated Application Recovery	✓	Group Applications for Fast Recovery Test Recovery for DR and Ransomware
Cyber Incident Response Plan	✓	Simulate Ransomware File Encryption Documented and Tested Recovery Plan

Can we lower our Cyber Insurance policy cost?

PURCHASING & CONTRACT SERVICES
PROCUREMENT ANALYSIS

Date: Friday, June 30, 2023
To: Mr. John Cowen Jr., City Mayor
From: Mr. Lupe Granado III, Financial Services Director
CC: Mr. Damian Espinoza, Interim Procurement and Contract Manager
Mr. Jorge Cardenas, Enterprise Application Director

Subject: Agenda Item for the City Commission meeting of Tuesday, July 11, 2023 "Consideration and Action to approve the purchase of the Rubrik Disaster Recovery System with SHI Government Solutions Inc"

At the Mr. Jorge Cardenas, Enterprise Application Director , the Procurement Division requested to invoke the "Interlocal contract for cooperative purchasing" clause under Local Government Code Section §791.025 (C) **OMNIA** #2018011-02

Sec. 791.025. CONTRACTS FOR PURCHASES. (c) A local government that purchases goods and services under this section satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and services.

PROCUREMENT SUMMARY: SHI Government Solutions is eligible under this procurement for the purchase of the Rubrik Disaster Recovery System in the amount of **$312,055.08**. (Exhibit A)

Pricing Proposal
Quotation #: 23605737
Created On: 6/19/2023
Valid Until: 6/30/2023

TX-City of Brownsville

Jorge Cardenas
1150 E. Adams St.
1st Floor
MIS Dept.
Brownsville, TX 78520
United States
Phone: (956) 548-6031
Fax:
Email: jorge.cardenas@brownsvilletx.gov

Inside Account Manager

Teresa Sapichino
290 Davidson Ave
Somerset, NJ 08873
Phone: 732-564-8240
Fax:
Email: Teresa_Sapichino@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	"PROFESSIONAL SERVICES REMOTE MLIC INSTALL & CONFIG FOR UP TO 8 BRIKSProduct stocked by manufacturer. Delivery times vary.Country of Origin: N/AWeight: Dim Weight: " Rubrik - Part#: RA-PS-INST-RMOT Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	$5,000.00	$10,000.00
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			Total	$312,055.08

Additional Comments

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Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

DocuSign Envelope ID: DC2D3F1E-DC52-4CEC-B529-CE778D0B8C2C

COOPERATIVE PURCHASE AGREEMENT

This Cooperative Purchase Agreement ("Agreement") is entered into by and between SHI Government Solutions, Inc. ("Vendor") and the City of Brownsville, ("City"), a Texas home rule municipality.

The Cooperative Purchase Agreement includes the following documents which shall be construed in the order of precedence in which they are listed:

1. This Cooperative Purchase Agreement.
2. Exhibit A – Quote
3. Exhibit B – Cooperative Agency Contract #2018011-02
4. Exhibit C – RFP Executive summary
5. CIQ

Exhibits A, B, and C which are attached hereto and incorporated herein, are made a part of this Agreement for all purposes. Vendor agrees to provide City with the services and goods included in Exhibit A pursuant to the terms and conditions of this Cooperative Purchase Agreement, including all exhibits thereto.

City shall pay Vendor in accordance with the fee schedule in Exhibit A and Exhibit C and in accordance with the provisions of this Agreement. Total payment made under this Agreement for the Direct purchase by City shall be in the amount of **($312,055.08)**. Vendor shall not provide any additional items or services or bill for expenses incurred for City not specified by this Agreement unless City requests and approves in writing the additional costs for such services. City shall not be liable for any additional expenses of Vendor not specified by this Agreement unless City first approves such expenses in writing.

Vendor agrees that City shall, until the expiration of final payment under this Agreement, or the final conclusion of any audit commenced during the said three years, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records, including, but not limited to, all electronic records, of Vendor involving transactions relating to this Agreement at no additional cost to City. Vendor agrees that City shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. City shall give Vendor reasonable advance notice of intended audits.

VENDOR ACKNOWLEDGES THAT CITY IS A GOVERNMENT ENTITY AND AS SUCH CANNOT INDEMNIFY OR HOLD HARMLESS A PARTY WITHOUT FIRST CREATING A SINKING FUND OR LEVYING A TAX. VENDOR FURTHER ACKNOWLEDGES THAT THE CITY HAS NO INTENTION OF CREATING SUCH A SINKING FUND OR LEVYING A TAX. THE PARTIES AGREE THAT ANY PROVISION CONTAINED WITHIN THE CONTRACT DOCUMENTS REQUIRING THE CITY TO INDEMNIFY OR HOLD HARMLESS THE VENDOR IS HEREBY STRICKEN.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To CITY:
City of Brownsville
Attn: City Mayor
1001 East Elizabeth Street
Brownsville, Texas 78520

With copy to Brownsville City
Attorney's Office at same address.

To VENDOR:
SHI Government Solutions, Inc.
Attn: Teresa Sapichino
290 Davidson Ave Somerset, New
Jersey 08873

The undersigned represents and warrants that he or she has the power and authority to execute this Agreement and bind the respective parties.

CITY OF BROWNSVILLE:

Name:

Title:

"Approved as to Form and Legality
This 30th day of June 2023
Title Asst CA
Office of the Brownsville City Attorney"

VENDOR:

DocuSigned by:
Kristina Mann
EA418E789F09404...

Name: Kristina Mann

Title: Sr. Manager - Contracts

Pricing Proposal
Quotation #: 23605737
Created On: 6/19/2023
Valid Until: 6/30/2023

TX-City of Brownsville

Jorge Cardenas
1150 E. Adams St.
1st Floor
MIS Dept.
Brownsville, TX 78520
United States
Phone: (956) 548-6031
Fax:
Email: jorge.cardenas@brownsvilletx.gov

Inside Account Manager

Teresa Sapichino
290 Davidson Ave
Somerset, NJ 08873
Phone: 732-564-8240
Fax:
Email: Teresa_Sapichino@shi.com

All Prices are in US Dollar (USD)

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13	"R6408S APPLIANCE 96TB 96GB SFP+PERP SMCProduct stocked by manufacturer. Delivery times vary.Country of Origin: N/AWeight: Dim Weight: " Rubrik - Part#: RHA-6408S-01 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	$21,338.62	$21,338.62
14	"FIBER OPTIC OM3 LC CALBE 3M 4PKCABL SMCProduct stocked by manufacturer. Delivery times vary.Country of Origin: N/AWeight: Dim Weight: " Rubrik - Part#: RCA-F3M-CBL-01 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	$66.09	$132.18

15	"SM 10G/1G DUAL RATE CPNT SFP+ TRANSCEIVER 4 PACKProduct stocked by manufacturer. Delivery times vary.Country of Origin: N/AWeight: Dim Weight: " Rubrik - Part#: RCA-SFP-TSR-01 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	2	$414.02	$828.04
			Total	$312,055.08

Additional Comments

Rubrik has a no returns policy.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

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City of Mesa, AZ

Contract # 2018011-02

for

Information Technology Solutions and Services

with

SHI International Corp.

Effective: March 1, 2018

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The following documents comprise the executed contract between the City of Meza, AZ and SHI International Corp, effective March 1, 2018:

I. Executed Contract
II. Mayor and Council Approval
III. Supplier Response
IV. Original RFP

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AGREEMENT PURSUANT TO SOLICITATION

CITY OF MESA AGREEMENT NUMBER 2018011
INFORMATION TECHNOLOGY SOLUTIONS & SERVICES

CITY OF MESA, Arizona ("City")

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466
	Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 400
	Mesa, AZ 85201
Attention	Sharon Brause, CPPO, CPPB, CPCP Senior Procurement Officer
E-Mail	Sharon.Brause@MesaAZ.gov
Phone	(480) 644-2815
Fax	(480) 644-2655

AND

SHI INTERNATIONAL CORP., ("Contractor")

Mailing Address	290 Davidson Ave
	Somerset, NJ 08873
Remit Address	PO Box 952121
	Dallas, TX 75395-2121
Attention	Meghan Flisakowski, Public Program Manager
E-Mail	Meghan.Flisakowski@shi.com
Phone	512-517-4088
Fax	732-652-6599
Website	www.publicsector.shidirect.com/

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CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to solicitation ("Agreement") is entered into this 27th day of February, 2018, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and **SHI INTERNATIONAL CORP**, a New Jersey corporation ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

A. The City issued solicitation number **2018011** ("Solicitation") for **INFORMATION TECHNOLOGY SOLUTIONS & SERVICES**, to which Contractor provided a response ("Response"); and

B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the Services/Products described in the Solicitation and Response.

C. "Services" means the resale services provided by Contractor under this Agreement; i.e. sourcing and fulfilling the Product and/or providing deliverables identified in an Order.

D. "Products" means collectively third-party software, computer peripherals, computer hardware, and associated IT services provided by third parties or Contractor, as the case may be.

E. "Order" means the form of purchase order or other document used for the purpose of ordering Product and/or deliverables pursuant to this Agreement. Order shall also include a phone order or on-line order placed by the City employee to Contractor utilizing the City's corporate procurement card or the City's written or electronic form of purchase requisition.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

1. **Term**. This Agreement is for a term beginning on **March 1, 2018** and ending on **February 28, 2023.** The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.

   1.1 **Renewals.** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of **two (2), one (1) year** periods. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

   1.2 **Extension for Procurement Processes**. Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a Contractor to provide the Services/Products provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

   1.3 **Delivery.** Delivery shall be made to the location(s) contained in the Scope of Work within thirty (30) days after receipt of an Order. Contractor agrees to deliver all Products to the desktop of the ordering customer be delivered F.O.B. destination, freight pre-paid and allowed to various locations throughout the City. The City of Mesa shall be responsible for extra incurred fees for expedited shipping or other special delivery requirements. In

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many cases within the City, the Contractor may be asked to deliver all goods to the front counter within a given department; this is a City requirement and other participating agencies who utilize this Agreement as a cooperative contract (see **Exhibit C**, Mesa Standard Terms & Conditions) may have other delivery requirements.

2. **Scope of Work**. The Contractor will provide the necessary staff, Services and associated resources to provide the City with the Services, Products, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

   The Agreement is based on the Solicitation and Response which are hereby incorporated by reference into the Agreement as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Work, the Parties acknowledge and agree that the Contractor shall perform in accordance with all terms, conditions, specifications and other requirements set forth within the Solicitation and Response unless modified herein.

3. **Orders**. Orders must be placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) notice to proceed, or (iii) Delivery Order off a Master Agreement for a requirements contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place Orders as permitted under this Agreement. The terms and conditions on any order form, quote, or similar document provided by Contractor to the City will not take precedence over the language set forth in this Agreement or any of the documents outlined in Section 4 below.

4. **Document Order of Precedence**. In the event of any inconsistency between the terms of the body of the Agreement, Exhibits, Solicitation, and Response, the language of the documents will control in the following order.

   a. Amendments to the Agreement
   b. Agreement
   c. Exhibits
      1. Mesa Standard Terms & Conditions (Exhibit C)
      2. Pricing (Exhibit B)
      3. Scope of Work (Exhibit A)
      4. Other Exhibits not listed above
   d. Solicitation including any addenda
   e. Contractor's Response

5. **Payment.** Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B** ("Pricing") in consideration of Contractor's performance of the Scope of Work during the Term.

6. **Pricing.** Contractor's pricing shall be in the format of a minimum percentage discount off a verifiable price index. Contractor may submit discounts for various manufacturers. At the time of purchase, Contractor may offer deeper discounts beyond the discounted price list, based on volume or other factors, as applicable. Minimum discounts will remain firm during the entirety of the Term of the Agreement, unless the Contractor requests to increase its discount percentage, and will include all charges that may be incurred in fulfilling requirement(s). In addition to decreasing prices for the balance of the Term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. In the event a Product is discontinued, Contractor will provide a Product of the same or greater functionality, utilizing the discount structure.

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It is the Contractor's responsibility to provide the City with an up-to-date price list for the duration of the Agreement.

6.1 **Prices.** All pricing discounts shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement, and will include all costs of the Contractor providing the Products/Service including transportation and insurance costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

The Contractor further agrees that any reductions in the price of the Products or Services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

6.2 **Price Adjustment**. Any requests for reasonable price adjustments must be submitted in accordance with this section. Requests for adjustment in cost of labor and/or Products must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustment in providing the Services/Products under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

During the sixty (60) day period prior to expiration date of the then-current term of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the ***Consumer Price Index for All Urban Consumers*** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (http://www.bls.gov/cpi/home.htm). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

6.3 **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the Parties. Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in Subsection 6.2. There is no guarantee the City will accept a price adjustment.

6.4 **Invoices**. Payment will be made to Contractor following the City's receipt of a properly completed invoice. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the Service or Product from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

a. Contractor name, address, and contact information;
b. City billing information;
c. City contract number as listed on the first page of the Agreement;
d. Invoice number and date;
e. Payment terms;
f. Date of Service or delivery of Product;
g. Description of Products or Services provided;
h. If Products provided, the quantity delivered and pricing of each unit;

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i. Applicable taxes; and
j. Total amount due.

6.5 **Payment of Funds**. Contractor acknowledges the City may, at its option and where available use a Procurement Card/e-Payables to make payment for orders under the Agreement; otherwise, payment will be through a traditional method of a check or Electronic Funds Transfer (EFT) as available.

6.6 **Disallowed Costs, Overpayment**. If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for Products/Service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

7. **Insurance**.

7.1 Contractor must obtain and maintain at its expense throughout the Term of the Agreement, at a minimum, the types and amounts of insurance set forth in this Section 7 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the Products/Service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

Nothing in this Section 7 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.

7.2 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.

7.3 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the Term of the Agreement.

7.4 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.

7.5 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.

7.6 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor where permitted by law.

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7.7 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.

7.8 **Types and Amounts of Insurance**. Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:

7.8.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.

7.8.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of $1 million per occurrence/$2 million aggregate Commercial General Liability insurance, including Contractual Liability. For Commercial General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

7.8.3 Automobile liability, bodily injury and property damage with a limit of $1 million per occurrence including owned, hired and non-owned autos.

8. **Requirements Contract**. Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. If the City cancels a purchase order following shipment of the Products but prior to delivery, the City shall pay all freight and handling charges for shipment and return shipment of such Products to Contractor. All returns shall be made in accordance with Contractor's Return Policy found at www.shi.com/returnpolicy and this Agreement, with the terms of this Agreement controlling. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of Product, or performance of Services. The City reserves the right to purchase contracted items through other sources if determined in the best interests of the City to do so.

9. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor at the address listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that are attached to the Agreement as **Exhibit C**.

10. **WARRANTY.** Contractor warrants that the Services and Products will conform to the requirements of the Agreement. Additionally, Contractor warrants that all Services will be performed in a good, workman-like and professional manner. The City's acceptance of Services or Products provided by Contractor will not relieve Contractor from its obligations under this warranty. If any Products or Services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide Products or redo such Services until in accordance with this Agreement and to the City's reasonable satisfaction.

11. **OEM PRODUCT WARRANTY.** Contractor is a value-added reseller ("VAR") of Products, not the Original Equipment Manufacturer ("OEM") or licensor, and, except as provided herein, Contractor disclaims any warranty responsibility regarding warranties provided by the OEM for the Products provided under this Agreement ("OEM Product Warranty"). Contractor shall forward the OEM Product Warranties to the City which are provided to Contractor from the OEM of the Product and, to the extent granted by the OEM, the City shall be the beneficiary of the OEM's Product Warranties

with respect to the Product. Contractor is not a party to any such terms of the OEM Product Warranty between the City and OEM and the City agrees to look to the OEM for satisfaction of any and all OEM Product Warranty claims related to that OEM's Product.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, CONTRACTOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY OEM PRODUCT WARRANTY.

12. **Representations of Contractor**. To the best of Contractor's knowledge, Contractor agrees that:

    a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;

    b. Performance of the Services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;

    c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and

    d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.

13. **Mesa Standard Terms and Conditions**. **Exhibit C** to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.

14. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.

15. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.

    Exhibits to this Agreement are the following:
    (A) Scope of Work / Technical Specifications
    (B) Pricing
    (C) Mesa Standard Terms and Conditions

16. **Attorneys' Fees**. The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.

17. **Title, Risk of Loss, Returns.** Contractor shall transfer to the City good and merchantable title to the Product, free from all liens, encumbrances and claims of others, upon delivery of the Product to and its receipt by the City, at which time title and risk of loss shall vest fully in the City, unless

notice of rejection is provided to Contractor's authorized representative within three (3) business days after such delivery. All returns of Product shall be made in accordance with this Agreement and Contractor's Return Policy found at www.shi.com/returnpolicy, with the terms of the Agreement controlling.

18. **Additional Acts**. The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.

19. **Headings**. The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MESA, ARIZONA	**SHI INTERNATIONAL CORP.**
By: _____	By: _____
Edward Quedens	Cassie Skelton
Printed Name	Printed Name
Business Services Director	Contracts Manager
Title	Title
2-27-18	2/27/18
Date	Date

REVIEWED BY:

By: _____

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EXHIBIT A
SCOPE OF WORK

1. **MINIMUM REQUIREMENTS.** Contractor must meet the following minimum qualifications:
   a. A full range of information technology solution Products and Services to meet varying requirements of governmental agencies.
   b. Have a strong national presence as a computer solutions provider.
   c. Have a distribution model capable of delivering Products, free of charge, in a timely manner on a nationwide basis.
   d. Have a demonstrated sales presence.
   e. Ability to provide a toll-free telephone and state of the art electronic facsimile and internet ordering and billing capabilities.
   f. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.

2. **ORDERING.** Although the City is open to alternate ordering methods, the primary methods for customers placing orders with the Contractor is through the following:

   a. Online
   b. Telephone
   c. Fax
   d. Email

3. **SCOPE OF PRODUCTS.** Contractor will provide the ability to purchase a comprehensive, wide variety of Information Technology Solution Products including but not limited to the following categories:

   a. Personal Computer Systems: National brand name desktop PCs, notebooks and laptops from Enterprise Tier and Middle Tier Contractors that are business related computers, manufactured by companies, such as, Apple, COMPAQ, Dell, Gateway, Hewlett Packard, IBM / Lenovo and Toshiba.

   b. Standard Business Workstation: These will be used for typical tasks, which will include word processing, spreadsheet analysis, database management, business graphics, statistical analysis, internet, and other office automation activities. Product will include the operating system license, software media and documentation in the hardware shipment.

   c. High End Workstation: These will be used by application developers using GIS, CASE or other high-level language development tools, Computer Aided Design and Drafting professional, Internet Application developers or other sophisticated application work. Product will include the operating system license, software media and documentation in the hardware shipment.

   d. Laptop Computer or Notebook: These will be used by traveling or remote access users for typical office automation and business productivity use. With a port replicator or docking station, it may also be used as a standard desktop. Product will include the operating system license, software media and documentation in the hardware shipment.

   e. Network Equipment: This includes equipment primarily used for communications over an IP network. This includes layer 2 and layer 3 switches, routers, area wireless access points, point-to-point wireless access, optics, media interfaces (i.e. serial, T1, T3, OC3) and fiber channel. Class of equipment should include home office, small and medium business, and enterprise. Contractors may include, but not limited to, Cisco Systems, Dell,

Juniper Networks, HP, Extreme Networks, Enterasys Networks, D-Link, Netgear, and Brocade Communications Systems.

f. Monitors: These will include plug and play compatible monitors that are manufactured for the above systems and/or any other brand that may be specifically called for by the ordering entity and which meet the most current UL and OSHA requirements.

g. Computer and Network Products and Peripherals: Complete availability of major manufacturers Product lines on items such as, but not limited to RAM, graphic accelerator cards, network interface cards, cables, printers, scanners, keyboards, drives, memory cards, cables, batteries, etc.

h. Services: Services such as cloud computing, consulting, technical support, leasing/financing, trade-ins, repair, design, analysis, configuration, implementation, installation, training, and maintenance, etc. In addition, Services which are related to the design, use or operation of the Products being purchased such as system configurations, testing, hardware/software installation, upgrades, imaging, etc.

Note: All hardware must come fully assembled. For example, if extra memory, additional drives or peripherals are ordered, the Contractor must install them unless the Participating Agency request they not be installed. Contractor shall provide these assembly and installation services as stated in the applicable Order; any additional terms and costs that may apply will be identified in the quote.

In cases of custom configuration (e.g.: imaging, etching, kitting, build to order machines, rack and stack servers) and large roll outs, there may be an additional cost associated with assembly. Any additional costs will be noted at the time of quoting.

Installation/deployment projects typically are governed by a scope of work specific to the project which may require an additional cost. If installation is requested the Contractor will review options and provide the scope of work as well as any associated costs at the time of quoting.

i. Comprehensive Product Offering: Contractor's complete catalog and Services set forth in Exhibit B shall be available. The City reserves the right to accept or reject any or all items offered.

j. Financing: Options available such as lease programs and conditional sales contracts.

4. **LICENSES**. Participating Agencies may be required to sign a separate agreement, rider or End User Licensing Agreement ("EULA") as required by manufacturers.

5. **DEFECTIVE PRODUCT**. All defective Products shall be replaced and exchanged by the Contractor at no cost to the City in accordance with this Agreement and Contractor's Return Policy found at www.shi.com/returnpolicy, with the terms of this Agreement controlling. Contractor will order a replacement unit within one (1) business day of notice of damage, defect or DOA from the City. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement Products must be received by the City within seven (7) days of initial notification.

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EXHIBIT B
PRICING

Item #	Product	Product / Group	Discount	Manufacturer Name
1)	Group 1 - Systems	1) Desktops	4.50%	SHI's Full Catalog of Systems
		2) Notebooks	4.50%	SHI's Full Catalog of Systems
		3) Tablets	4.50%	SHI's Full Catalog of Systems
		4) Servers (1 Processor, 2 Processor, 4+ Processor, Blade, Tower, Unix, Handhelds, etc)	4.50%	SHI's Full Catalog of Systems
2)	Group 2 - Input Devices	5) Keyboards	5.00%	SHI's Full Catalog of Input Devices
		6) Mice	5.00%	SHI's Full Catalog of Input Devices
		7) Imaging Scanners	4.00%	SHI's Full Catalog of Input Devices
		8) POS Scanners	4.00%	SHI's Full Catalog of Input Devices
		9) Pointing Devices	4.00%	SHI's Full Catalog of Input Devices
		10) Bar Code Readers	4.00%	SHI's Full Catalog of Input Devices
		11) Audio Input	4.00%	SHI's Full Catalog of Input Devices
		12) Input Adapters	4.00%	SHI's Full Catalog of Input Devices
		13) PC and Network Cameras	4.00%	SHI's Full Catalog of Input Devices
		14) Input Cables	4.00%	SHI's Full Catalog of Input Devices
		15) Input Accessories	4.00%	SHI's Full Catalog of Input Devices
3)	Group 3 - Output Devices	16) Displays	4.50%	SHI's Full Catalog of Output Devices
		17) Printers	4.50%	SHI's Full Catalog of Output Devices

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		18) Inkjet Printers	4.50%	SHI's Full Catalog of Output Devices
		19) Inkjet Photo Printers	4.50%	SHI's Full Catalog of Output Devices
		20) Laser Printers	4.50%	SHI's Full Catalog of Output Devices
		21) Label Printers	4.50%	SHI's Full Catalog of Output Devices
		22) Dot Matrix Printers	4.50%	SHI's Full Catalog of Output Devices
		23) Multi-Function Printers	4.50%	SHI's Full Catalog of Output Devices
		24) Wide Format Printers	4.50%	SHI's Full Catalog of Output Devices
		25) Multi-Function Inkjet Printers	4.50%	SHI's Full Catalog of Output Devices
		26) Wide Format Printers	4.50%	SHI's Full Catalog of Output Devices
		27) Fax Machine Printers	4.50%	SHI's Full Catalog of Output Devices
		28) Printer Accessories	4.50%	SHI's Full Catalog of Output Devices
		29) Projectors	4.50%	SHI's Full Catalog of Output Devices
		30) Projector Accessories	4.50%	SHI's Full Catalog of Output Devices
		31) Audio Input	4.50%	SHI's Full Catalog of Output Devices
		32) Video Cards	4.50%	SHI's Full Catalog of Output Devices
		33) Sound Cards	4.50%	SHI's Full Catalog of Output Devices
		34) Output Accessories	4.50%	SHI's Full Catalog of Output Devices
		35) Printer Consumables	4.50%	SHI's Full Catalog of Output Devices
4)	Group 4 - Memory	36) Desktop	4.50%	SHI's Full Catalog of Memory
		37) Flash	4.50%	SHI's Full Catalog of Memory

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		38) Networking	4.50%	SHI's Full Catalog of Memory
		39) Notebook	4.50%	SHI's Full Catalog of Memory
		40) Printer / Fax	4.50%	SHI's Full Catalog of Memory
		41) Server	4.50%	SHI's Full Catalog of Memory
5)	Group 5 - Storage Devices	42) Adapters Fiber Channel	4.00%	SHI's Full Catalog of Storage Devices
		43) Adapters FireWire / USB	4.00%	SHI's Full Catalog of Storage Devices
		44) Adapters IDE/ATA/SATA	4.00%	SHI's Full Catalog of Storage Devices
		45) Adapters RAID	4.00%	SHI's Full Catalog of Storage Devices
		46) Adapters SCSI	4.00%	SHI's Full Catalog of Storage Devices
		47) Bridges & Routers	4.00%	SHI's Full Catalog of Storage Devices
		48) Disk Arrays	4.00%	SHI's Full Catalog of Storage Devices
		49) Disk Arrays JBOD	4.00%	SHI's Full Catalog of Storage Devices
		50) Drives Magneto-Optical	4.00%	SHI's Full Catalog of Storage Devices
		51) Drives Removable Disks	4.00%	SHI's Full Catalog of Storage Devices
		52) Fiber Channel Switches	4.00%	SHI's Full Catalog of Storage Devices
		53) Hard Disks - External	4.00%	SHI's Full Catalog of Storage Devices
		54) Hard Disks - Fiber Channel	4.00%	SHI's Full Catalog of Storage Devices
		55) Hard Disks - IDE/ATA/S	4.00%	SHI's Full Catalog of Storage Devices
		56) Hard Disks - Notebook	4.00%	SHI's Full Catalog of Storage Devices
		57) Hard Disks - SCSI	4.00%	SHI's Full Catalog of Storage Devices

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		58) Networking Accessories	4.00%	SHI's Full Catalog of Storage Devices
		59) Optical Drives - CD-ROM	4.00%	SHI's Full Catalog of Storage Devices
		60) Optical Drives - CD-RW	4.00%	SHI's Full Catalog of Storage Devices
		61) Optical Drives - DVD-CD	4.00%	SHI's Full Catalog of Storage Devices
		62) Optical Drives - DVD-RW	4.00%	SHI's Full Catalog of Storage Devices
		63) Storage Accessories	4.00%	SHI's Full Catalog of Storage Devices
		64) Storage - NAS	4.00%	SHI's Full Catalog of Storage Devices
		65) Storage - SAN	4.00%	SHI's Full Catalog of Storage Devices
		66) Tape Autoloaders -AIT	4.00%	SHI's Full Catalog of Storage Devices
		67) Tape Autoloaders - DAT	4.00%	SHI's Full Catalog of Storage Devices
		68) Tape Autoloaders - DLT	4.00%	SHI's Full Catalog of Storage Devices
		69) Tape Autoloaders - LTO	4.00%	SHI's Full Catalog of Storage Devices
		70) Tape Drives - 4mm	4.00%	SHI's Full Catalog of Storage Devices
		71) Tape Drives - 8mm/VXA	4.00%	SHI's Full Catalog of Storage Devices
		72) Tape Drives - AIT	4.00%	SHI's Full Catalog of Storage Devices
		73) Tape Drives - DAT	4.00%	SHI's Full Catalog of Storage Devices
		74) Tape Drives - DLT	4.00%	SHI's Full Catalog of Storage Devices
		75) Tape Drives - LTO/Ultrium	4.00%	SHI's Full Catalog of Storage Devices
		76) Tape Drives SDLT	4.00%	SHI's Full Catalog of Storage Devices
		77) Tape Drives - Travan	4.00%	SHI's Full Catalog of Storage Devices

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6)	Group 6 - Network Equipment	78) 10/100 Hubs & Switches	5.00%	SHI's Full Catalog of Network Equipment
		79) Bridges & Routers	5.00%	SHI's Full Catalog of Network Equipment
		80) Gigabit Hubs & Switches	5.00%	SHI's Full Catalog of Network Equipment
		81) Concentrators & Multiplexers	5.00%	SHI's Full Catalog of Network Equipment
		82) Hardware Firewalls	5.00%	SHI's Full Catalog of Network Equipment
		83) Intrusion Detection	5.00%	SHI's Full Catalog of Network Equipment
		84) KVM	5.00%	SHI's Full Catalog of Network Equipment
		85) Modems	5.00%	SHI's Full Catalog of Network Equipment
		86) Network Test Equipment	5.00%	SHI's Full Catalog of Network Equipment
		87) Network Adapters	5.00%	SHI's Full Catalog of Network Equipment
		88) Network Cables	5.00%	SHI's Full Catalog of Network Equipment
		89) Network Accessories	5.00%	SHI's Full Catalog of Network Equipment
		90) Repeaters & Transceivers	5.00%	SHI's Full Catalog of Network Equipment
		91) Wireless LAN Accessories	5.00%	SHI's Full Catalog of Network Equipment
		92) Token Authentication	5.00%	SHI's Full Catalog of Network Equipment
		93) 10G Fiber Optic Transceivers	5.00%	SHI's Full Catalog of Network Equipment
		94) 1G Fiber Optic Transceivers	5.00%	SHI's Full Catalog of Network Equipment
7)	Group 7 - Software	95) Licensing Packages (e.g. Microsoft)	4.50%	SHI's Full Catalog of Software
		96) Licensing Backup	4.50%	SHI's Full Catalog of Software
		97) Licensing Barcode/OC	4.50%	SHI's Full Catalog of Software

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		98) Licensing Business Application	4.50%	SHI's Full Catalog of Software
		99) Licensing CAD/CAM	4.50%	SHI's Full Catalog of Software
		100) Licensing - Cloning	4.50%	SHI's Full Catalog of Software
		101) Licensing - Computer Services	4.50%	SHI's Full Catalog of Software
		102) Licensing - Database	4.50%	SHI's Full Catalog of Software
		103) Licensing - Development	4.50%	SHI's Full Catalog of Software
		104) Licensing - Entertainment	4.50%	SHI's Full Catalog of Software
		105) Licensing - Financial	4.50%	SHI's Full Catalog of Software
		106) Licensing - Flow Chart	4.50%	SHI's Full Catalog of Software
		107) Licensing - Graphic Design	4.50%	SHI's Full Catalog of Software
		108) Licensing - Handheld	4.50%	SHI's Full Catalog of Software
		109) Licensing - Network OS	4.50%	SHI's Full Catalog of Software
		110) Licensing - OS	4.50%	SHI's Full Catalog of Software
		111) Licensing - Personal Organization	4.50%	SHI's Full Catalog of Software
		112) Licensing - Presentation	4.50%	SHI's Full Catalog of Software
		113) Licensing - Reference	4.50%	SHI's Full Catalog of Software
		114) Licensing - Report Analysis	4.50%	SHI's Full Catalog of Software
		115) Licensing - Spreadsheet	4.50%	SHI's Full Catalog of Software
		116) Licensing - Utilities	4.50%	SHI's Full Catalog of Software
		117) Licensing - Warranties	4.50%	SHI's Full Catalog of Software

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		118) Licensing - Web Development	4.50%	SHI's Full Catalog of Software
		119) Licensing - Word Processing	4.50%	SHI's Full Catalog of Software
		120) Software - Backup	4.50%	SHI's Full Catalog of Software
		121) Software - Barcode / OCR	4.50%	SHI's Full Catalog of Software
		122) Software - Business Application	4.50%	SHI's Full Catalog of Software
		123) Software - CAD/CAM	4.50%	SHI's Full Catalog of Software
		124) Software - Cloning	4.50%	SHI's Full Catalog of Software
		125) Software - Computer Services	4.50%	SHI's Full Catalog of Software
		126) Software - Database	4.50%	SHI's Full Catalog of Software
		127) Software - Development	4.50%	SHI's Full Catalog of Software
		128) Software - Entertainment	4.50%	SHI's Full Catalog of Software
		129) Software - Financial	4.50%	SHI's Full Catalog of Software
		130) Software - Flow Chart	4.50%	SHI's Full Catalog of Software
		131) Software - Graphic Design	4.50%	SHI's Full Catalog of Software
		132) Software - Handheld	4.50%	SHI's Full Catalog of Software
		133) Software - OS	4.50%	SHI's Full Catalog of Software
		134) Software - Personal Organization	4.50%	SHI's Full Catalog of Software
		135) Software - Presentation	4.50%	SHI's Full Catalog of Software
		136) Software - Reference	4.50%	SHI's Full Catalog of Software
		137) Software - Report Analysis	4.50%	SHI's Full Catalog of Software

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		138) Software - Spreadsheet	4.50%	SHI's Full Catalog of Software
		139) Software - Utilities	4.50%	SHI's Full Catalog of Software
		140) Software - Warranties	4.50%	SHI's Full Catalog of Software
		141) Software - Web Development	4.50%	SHI's Full Catalog of Software
		142) Software - Word Processing	4.50%	SHI's Full Catalog of Software
8)	Group 8 - Media Supplies	143) Media - 4mm tape	4.00%	SHI's Full Catalog of Media Supplies
		144) Media - AIT tape	4.00%	SHI's Full Catalog of Media Supplies
		145) Media - DAT tape	4.00%	SHI's Full Catalog of Media Supplies
		146) Media - DLT tape	4.00%	SHI's Full Catalog of Media Supplies
		147) Media LTO / Ultrium tape drive	4.00%	SHI's Full Catalog of Media Supplies
		148) Media - Magneto - Optical	4.00%	SHI's Full Catalog of Media Supplies
		149) Media - Optical	4.00%	SHI's Full Catalog of Media Supplies
		150) Media - SLR tape	4.00%	SHI's Full Catalog of Media Supplies
		151) Media - Travan tape	4.00%	SHI's Full Catalog of Media Supplies
		152) Media - VXA tape	4.00%	SHI's Full Catalog of Media Supplies
		153) Media - zip	4.00%	SHI's Full Catalog of Media Supplies
9)	Group 9 - Collaboration & IP Telephony	154) IP phones	4.00%	SHI's Full Catalog of Collaboration and IP Telephony
		155) Video conferencing products	4.00%	SHI's Full Catalog of Collaboration and IP Telephony
		156) Voice gateways / servers	4.00%	SHI's Full Catalog of Collaboration and IP Telephony

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		157) Headsets	4.00%	SHI's Full Catalog of Collaboration and IP Telephony
		158) Audio conferencing products	4.00%	SHI's Full Catalog of Collaboration and IP Telephony
		159) Analog phones	4.00%	SHI's Full Catalog of Collaboration and IP Telephony
		160) Accessories	4.00%	SHI's Full Catalog of Collaboration and IP Telephony
10)	Group 10 - Other	161) Advanced Integration	4.00%	SHI's Full Catalog of Other
		162) Asset Disposal	4.00%	SHI's Full Catalog of Other
		163) Asset Management	4.00%	SHI's Full Catalog of Other
		164) Cables	4.00%	SHI's Full Catalog of Other
		165) Cables - custom	4.00%	SHI's Full Catalog of Other
		166) Cables - printer	4.00%	SHI's Full Catalog of Other
		167) Complex warranties	4.00%	SHI's Full Catalog of Other
		168) Desktop Accessories	4.00%	SHI's Full Catalog of Other
		169) Display Accessories	4.00%	SHI's Full Catalog of Other
		170) Electronic Services	4.00%	SHI's Full Catalog of Other
		171) Handheld Accessories	4.00%	SHI's Full Catalog of Other
		172) Imaging Accessories	4.00%	SHI's Full Catalog of Other
		173) Imaging - Camcorders	4.00%	SHI's Full Catalog of Other
		174) Imaging - Digital Cameras	4.00%	SHI's Full Catalog of Other

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		175) Internal Lab Service	4.00%	SHI's Full Catalog of Other
		176) Lab fees	4.00%	SHI's Full Catalog of Other
		177) Managed Services	4.00%	SHI's Full Catalog of Other
		178) Miscellaneous solutions	4.00%	SHI's Full Catalog of Other
		179) Mounting hardware for vehicles	4.00%	SHI's Full Catalog of Other
		180) Networking Warranties	4.00%	SHI's Full Catalog of Other
		181) Notebook Accessories	4.00%	SHI's Full Catalog of Other
		182) Notebook Batteries	4.00%	SHI's Full Catalog of Other
		183) PC Lab order services	4.00%	SHI's Full Catalog of Other
		184) POS Accessories	4.00%	SHI's Full Catalog of Other
		185) POS Displays	4.00%	SHI's Full Catalog of Other
		186) Power Accessories	4.00%	SHI's Full Catalog of Other
		187) Power Surge Protection	4.00%	SHI's Full Catalog of Other
		188) Power UPS	4.00%	SHI's Full Catalog of Other
		189) Server Accessories	4.00%	SHI's Full Catalog of Other
		190) Service Charge	4.00%	SHI's Full Catalog of Other
		191) System Components	4.00%	SHI's Full Catalog of Other
		192) Training Courses	4.00%	SHI's Full Catalog of Other
		193) Training Reference Manuals	4.00%	SHI's Full Catalog of Other
		194) Warranties - Electronic	4.00%	SHI's Full Catalog of Other

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		195) iPAD / Tablet Stylus	4.00%	SHI's Full Catalog of Other
		196) Mouse / Wrist Pads	4.00%	SHI's Full Catalog of Other
		197) Security Locks and Hardware	4.00%	SHI's Full Catalog of Other
		198) Tools	4.00%	SHI's Full Catalog of Other
		199) Document Scanner Accessories	4.00%	SHI's Full Catalog of Other
		200) Flatbed Scanners	4.00%	SHI's Full Catalog of Other
		201) Mobile Scanners	4.00%	SHI's Full Catalog of Other
		202) Network Scanners	4.00%	SHI's Full Catalog of Other
		203) Sheet fed Scanners	4.00%	SHI's Full Catalog of Other
		204) Wide Format Scanners	4.00%	SHI's Full Catalog of Other
		205) Workgroup / Department Scanner	4.00%	SHI's Full Catalog of Other
		206) Build to Order Desktops	4.00%	SHI's Full Catalog of Other
		207) Nettop	4.00%	SHI's Full Catalog of Other
		208) Point of Sale	4.00%	SHI's Full Catalog of Other
		209) Ultra Small Form Factor	4.00%	SHI's Full Catalog of Other
		210) Apple / Mac Memory Upgrades	4.00%	SHI's Full Catalog of Other
		211) Chips / SIMMs/SIPPs / ROMs	4.00%	SHI's Full Catalog of Other
		212) Computer Cases	4.00%	SHI's Full Catalog of Other
		213) CPUs / Fans	4.00%	SHI's Full Catalog of Other
		214) Memory Accessories	4.00%	SHI's Full Catalog of Other

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		215) Motherboards / Chassis	4.00%	SHI's Full Catalog of Other
		216) 1 - 2 port Serial Boards	4.00%	SHI's Full Catalog of Other
		217) 3+ port Serial Boards	4.00%	SHI's Full Catalog of Other
		218) Console Server	4.00%	SHI's Full Catalog of Other
		219) Device Server	4.00%	SHI's Full Catalog of Other
		220) Terminal Server	4.00%	SHI's Full Catalog of Other
		221) Content Management	4.00%	SHI's Full Catalog of Other
		222) Firewall / VPN Appliances	4.00%	SHI's Full Catalog of Other
		223) Multifunction Security Appliances	4.00%	SHI's Full Catalog of Other
		224) Network Camera Accessories	4.00%	SHI's Full Catalog of Other
		225) Network Cameras	4.00%	SHI's Full Catalog of Other
		226) Physical/Environmental Security	4.00%	SHI's Full Catalog of Other
		227) Security Appliance Accessories	4.00%	SHI's Full Catalog of Other
		228) Security Tokens	4.00%	SHI's Full Catalog of Other
		229) Unified Threat Management	4.00%	SHI's Full Catalog of Other
		230) 2-way Radios / Walkie Talkies	4.00%	SHI's Full Catalog of Other
		231) Apple Notebooks	4.00%	SHI's Full Catalog of Other
		232) Convertible PCs / Slate PCs / iPAD	4.00%	SHI's Full Catalog of Other
		233) iPAD	4.00%	SHI's Full Catalog of Other
		234) Slate Tablet Computers	4.00%	SHI's Full Catalog of Other

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		235) GPS / PDA	4.00%	SHI's Full Catalog of Other
		236) Wireless Communication Devices	4.00%	SHI's Full Catalog of Other
		237) Batteries	4.00%	SHI's Full Catalog of Other
		238) Power Supplies / Adapters	4.00%	SHI's Full Catalog of Other
		239) Rackmountain Equipment	4.00%	SHI's Full Catalog of Other
		240) Remote Power Management	4.00%	SHI's Full Catalog of Other
		241) Surge Suppressors	4.00%	SHI's Full Catalog of Other
		242) UPS / Battery Backup	4.00%	SHI's Full Catalog of Other
		243) 14" & smaller LCD Display	4.00%	SHI's Full Catalog of Other
		244) 15-19" LCD Display	4.00%	SHI's Full Catalog of Other
		245) 15-19" Wide LCD Display	4.00%	SHI's Full Catalog of Other
		246) 15-19" Wide LED Display	4.00%	SHI's Full Catalog of Other
		247) 20-30" LCD Display	4.00%	SHI's Full Catalog of Other
		248) 20-30" Wide LCD Display	4.00%	SHI's Full Catalog of Other
		249) 20-30" Wide LED Display	4.00%	SHI's Full Catalog of Other
		250) PCoIP and Zero Client Displays	4.00%	SHI's Full Catalog of Other
		251) Arm Mounts	4.00%	SHI's Full Catalog of Other
		252) Ceiling Mounts	4.00%	SHI's Full Catalog of Other
		253) Combo Mounts	4.00%	SHI's Full Catalog of Other
		254) Desktop Stands / Risers	4.00%	SHI's Full Catalog of Other

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		255) Flat Wall Mounts	4.00%	SHI's Full Catalog of Other
		256) Mount Accessories	4.00%	SHI's Full Catalog of Other
		257) Pole Display	4.00%	SHI's Full Catalog of Other
		258) Stands / Carts / Feet	4.00%	SHI's Full Catalog of Other
		259) Tilt Wall Mounts	4.00%	SHI's Full Catalog of Other
		260) C-Cure Products	4.00%	SHI's Full Catalog of Other
		261) Istar Products	4.00%	SHI's Full Catalog of Other
11)	Group 11 - Services	**SERVICE**	**STANDARD HOURLY RATE**	**DISCOUNT FROM STANDARD RATE**
		Design and Analysis	$ 125.00	4%
		Configuration	$ 165.00	4%
		Implementation	$ 185.00	4%
		Installation	$ 185.00	4%
		Training	$ 99.00	4%
		Maintenance & Support	$ 99.00	4%
		All other Current and Future Products not specifically identified here will be offered at a 4% discount off SHI Advertised List price. Please see description below for more information on SHI's discount model for this contract.		

All discounts articulated here represent the minimum discounts off SHI Advertised List Price; actual discounts may be significantly higher.

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The comprehensive SHI offering for National IPA consists of all hardware, software, and services available to our customers in the public sector marketplace. The discount structure offered to National IPA is based on our Advertised Price List which can be located on www.shi.com. In many cases, SHI Advertised List Price already reflects a substantial discount off of Manufacturer Published List prices. Given the breadth of manufacturers and products that SHI offers, there will be many opportunities for SHI to secure additional discounts for eligible contract users. We work to provide your contract users with the most advantageous pricing available, above and beyond the minimum discounts offered, whenever possible.

SHI prides ourselves on being honest and transparent with our customers especially when it comes to pricing. We base our discount structure on SHI Advertised Price as this is a verifiable source. We do not inflate this Advertised Price for RFPs in order to make our discounts appear larger. Other vendors may use MSRP or Publisher List price, which can be unreliable as a pricelist may not exist for every product, a pricelist can change from day to day, and a pricelist can be inconsistent depending on where you source the information from. When a vendor manipulates contract language in this manner or uses a loose definition of cost, it results in an increase in profit for them and higher prices for customers.

SHI is willing to provide complete transparency over the life of the contract as it relates to our costs and what we charge National IPA customers.

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EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.

2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.

3. **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the other Party's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the other Party will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve either Party from any of its obligations and liabilities under the Agreement. Notwithstanding the foregoing, either Party may assign this Agreement and its rights, interests, liabilities and obligations thereunder to a successor pursuant to a merger, consolidation or sale of all or substantially all its assets following sixty (60) days written notice.

4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

5. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.

6. **NON- EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the Products or Services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.

7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or Product will be allowed unless approved in writing, in advance, by the City and Contractor.

8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.

9. **COMPLIANCE WITH APPLICABLE LAWS.**

   a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.

b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel, and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.

i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").

ii. A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.

iii. The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

iv. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

v. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).

d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.

e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods of services to the City.

10. **SALES/USE TAX, OTHER TAXES.**

a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's Services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax,

unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.

11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of Services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.

12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.

12.1. If Contractor believes document related to the Agreement contains trade secrets or other proprietary data, Contractor must notify the City and include with the notification a statement that explains and supports Contractor's claim. Contractor also must specifically identify the trade secrets or other proprietary data that Contractor believes should remain confidential.

12.2. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.

13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.

14. **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform Services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide Services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of Services under this Agreement.

16. **DEFAULT.**

a. A party will be in default if that party:

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i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;

ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;

iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or

iv. Fails to carry out any term, promise, or condition of the Agreement.

b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.

c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.

d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.

17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.

b. The City may purchase the Services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute Services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute Services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.

c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

d. Neither party will be liable for incidental, indirect, special, or consequential damages.

18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.

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20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.

21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those Services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the Products and Services provided and received Contractor's properly prepared final invoice.

    Termination of this Agreement shall not affect the obligations of the City or Contractor under any existing Order issued under this Agreement, and such Order shall continue in effect as though this Agreement has not been terminated, and was still in effect with respect to such Order.

23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any Services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.

24. **INDEMNIFICATION/LIABILITY.**

    a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) misconduct by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with this Agreement.

    b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.

    c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or Services.

    d. IN THE EVENT OF ANY LIABILITY INCURRED BY CONTRACTOR OR ANY OF ITS AFFILIATES HEREUNDER, INCLUDING INDEMNIFICATION OF CITY BY CONTRACTOR, THE ENTIRE LIABILITY OF CONTRACTOR AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED $5,000,000.00 OVER THE ENTIRE TERM OF THE AGREEMENT.

25. **(RESERVED)**

26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and

cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.

27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of Products or Services or any Products or Services at all under this Agreement and acknowledges and agrees that the Products or Services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for Products or Services which exceed its actual needs.

28. **OWNERSHIP.** All deliverables, Services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City. Notwithstanding the foregoing, Contractor shall retain ownership rights to (1) all of its previously existing intellectual property, including any systems, derivatives, modifications and enhancements thereto, (2) confidential information of contractor, and (3) any tools or scripting applications used, developed or created by Contractor or its third-party licensors during the performance of this Agreement.

29. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.

30. **PROHIBITED ACTS.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.

31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.

32. **RISK OF LOSS**. Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these Services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.

33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.

34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the Products and Services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.

35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be

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calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute Products or Services.

36. **CONTRACT ADMINISTRATION.** The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of Services. Payment will be negotiated and determined by the contract administrator(s).

37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

38. **COOPERATIVE USE OF CONTRACT.** This contract is available through National IPA to agencies nationwide. The City has also entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies through National IPA or SAVE in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

    A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide Services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.

    Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors and their employees will not provide Services on school district properties until authorized by the school district.

    Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others. The City is not a party to any agreements between the Contractor and National IPA, National IPA and other agencies, the Contractor and other agencies, or any third-party contracts in any way related to this Agreement or the cooperative use of this Agreement.

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.

40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via email or facsimile.

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If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, email or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.

41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Maricopa County, Arizona.

42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.

44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to Arizona Revised Statutes Sections 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As the Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes as applicable.

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OFFICE OF THE CITY CLERK

COUNCIL MINUTES

February 5, 2018

The City Council of the City of Mesa met in a Regular Council Meeting in the Council Chambers, 57 East 1st Street, on February 5, 2018 at 5:45 p.m.

COUNCIL PRESENT	COUNCIL ABSENT	OFFICERS PRESENT
John Giles	None	Christopher Brady
David Luna		Dee Ann Mickelsen
Mark Freeman		Jim Smith
Christopher Glover		
Francisco Heredia		
Kevin Thompson		
Jeremy Whittaker		

Mayor's Welcome.

Invocation by Pastor Ben Diaz with Palabra de Vida (Word of Life).

Pledge of Allegiance was led by Councilmember Thompson.

Awards, Recognitions and Announcements.

There were no awards, recognitions or announcements.

1. Take action on all consent agenda items.

All items listed with an asterisk (*) will be considered as a group by the City Council and will be enacted with one motion. There will be no separate discussion of these items unless a Councilmember or citizen requests, in which event the item will be removed from the consent agenda and considered as a separate item. If a citizen wants an item removed from the consent agenda, a blue card must be completed and given to the City Clerk prior to the Council's vote on the consent agenda.

It was moved by Councilmember Thompson, seconded by Councilmember Glover, that the consent agenda items be approved.

Carried unanimously.

*2. Approval of minutes from previous meetings as written.

Minutes from the January 8, 11, and 22, 2018 Council meetings.

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3. Take action on the following liquor license applications:

*3-a. It Ain't Chemo

This is a one-day event to be held on Saturday, February 10, 2018 from 9:00 A.M. to 9:00 P.M. at Riverview Park, 2100 West Rio Salado Parkway. **(District 1)**

*3-b. AMC Superstition East 12

A multi-screen cinema is requesting a new Series 6 Bar License for American Multi-Cinema Inc., 1935 South Signal Butte Road - Andrea Dahlman Lewkowitz, agent. There is no existing license at this location. **(District 6)**

*3-c. ATL Wings

A restaurant that serves lunch and dinner is requesting a new Series 12 Restaurant License for Stapley Wings LLC, 1455 South Stapley Drive, Suites 22-24 - Andrea Dahlman Lewkowitz, agent. The existing license held by Mark Killian, sole proprietor, will revert to the State. **(District 4)**

*3-d. Elgin Distillery

This is a one-day craft distillery festival to be held on Saturday, March 3, 2018 from 9:00 A.M. to 4:00 P.M. at Sunland Village, 4601 East Dolphin Avenue. **(District 2)**

*3-e. Village of Elgin Winery

This is a one-day wine festival event to be held on Saturday, March 3, 2018 from 9:00 A.M. to 4:00 P.M. at Sunland Village, 4601 East Dolphin Avenue. **(District 2)**

4. Take action on the following off-track betting license application:

*4-a. Turf Paradise, TP Racing LLLP

New Off-Track Betting License for Turf Paradise, TP Racing LLLP to telecast at Moose & Bear, located at 118 East McKellips Road, Suite 103, TB Concepts LLC. Applicant: Vincent Acri Francia. **(District 1)**

5. Take action on the following contracts:

*5-a. One-Year Renewal to the Term Contract for Executive Physicals for Citywide Departments as requested by the Human Resources Department. **(Citywide)**

This contract provides annual physicals for the City's executive staff as a means of maintaining optimum health. There are approximately 65-70 positions eligible to participate in this program.

The Human Resources Department and Purchasing recommend authorizing the renewal contract with Banner Occupational Health Clinics, at $88,500, based on estimated usage.

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*5-b. One-Year Renewal to the Term Contract for Deceased Animal Collection Services for the Community Services Department. **(Citywide)**

This contract provides a vendor to collect and dispose of deceased animals up to 150 pounds that are reported within the City. The contractor is responsible for the proper disposal by cremation or other means in accordance with the standards and methods approved by the Maricopa County Health Department.

The Community Services Department and Purchasing recommend authorizing the renewal contract with APM/Couts Enterprises, Inc., dba Arizona Pet Mortuary, at $54,000, based on estimated usage.

*5-c. Purchase of One Replacement Fire Apparatus, an Air Light/Rehab Unit, for the Fire and Medical Department (Sole Source). **(Citywide)**

The apparatus being replaced has met established replacement criteria and will be sold by a sealed bid process or traded-in as part of the City's fire apparatus purchase agreement with Pierce Manufacturing. In addition, Fire and Medical will trade-in two units to further offset the price for the Air/Light Rehab unit.

The Fire and Medical Department and Purchasing recommend authorizing the purchase using the City’s five-year purchase agreement with Pierce Manufacturing Inc., through their designated local dealer, Hughes Fire Equipment Inc., at $502,264.75. This purchase is funded by the Capital-General Fund and authorized 2013 Public Safety Bonds.

*5-d. Three-Year Term Contract for Landscape Maintenance Services for Parks, Retention Basins and Sports Fields - Zones 1, 2, 3 and 4 for the Parks, Recreation and Community Facilities Department (PRCF). **(Citywide)**

These contracts provide landscape maintenance services for sports fields, parkways, medians, parks, retention basins or grounds adjacent to City facilities. The City has divided the landscaping into geographic areas known as Zones 1, 2, 3 and 4. PRCF has done an analysis to bring the work under this contract in-house and, at this time, contracting continues to be in the best financial interest of the City.

The evaluation committee recommends awarding the contract to the highest-scored proposal from Mariposa Landscape Arizona, Inc.; Zone 1, at $1,435,319.57 annually; Zone 2, at $959,183.45 annually; Zone 3, at $974,364.20 annually; and Zone 4, at $1,221,738.22 annually; based on estimated usage.

*5-e. Three-Year Term Contract for Plumbing Services for the Parks, Recreation and Community Facilities Department. **(Citywide)**

This contract will establish a list of pre-qualified plumbing contractors to perform plumbing services on various City facilities/projects on an as-needed basis.

The evaluation committee recommends awarding the contract to the four, highest-scored proposals from Mesa Energy Systems Inc.; RKS Plumbing and Mechanical Inc.; Sun Mechanical Inc.; and W.D. Manor Mechanical Contractors, Inc.; cumulatively not to exceed $100,000 annually, based on estimated usage.

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*5-f. Purchase of Furniture for the Main Library as requested by the Library Services Department. **(Citywide)**

This purchase will provide seating and tables for two new rooms at the Main Library, Teen Room and ThinkSpot. The Library worked with several vendors utilizing cooperative contracts specifying their needs and goals with this project.

The Library Services Department and Purchasing recommend authorizing the purchase using the Northern Arizona University cooperative contract with Atmosphere Commercial Interiors, at $50,876.25.

*5-g. Five-Year Term Contract with CDW Government, LLC and SHI International Corp. for Information Technology Solutions and Services for Various Departments throughout the City. **(Citywide)**

This contract will provide the City and participating agencies a full range of information technology solution products and services to meet varying requirements of governmental agencies. The scope of products and services available under these contracts include standard business and high-end workstations; laptop and notebook computers; network equipment; computer and network products and peripherals; monitors; various cloud, consulting, and technical support services; financing; various software products; and the contractors' comprehensive product offering.

Mesa, as the lead agency, has partnered with the National Intergovernmental Purchasing Alliance Company (National IPA) to lead this contract. The contract will be available to over 45,000 public agencies nationally. While no minimum volume is guaranteed to the suppliers, the estimated annual volume of IT Solutions purchased under this master agreement is approximately $500 million per year. The City will receive rebates annually for administering and awarding this contract.

A committee representing the Police, and Information Technology Departments, City Manager's Office, Police-Information Technology, National IPA and Purchasing evaluated responses. The evaluation committee recommends awarding the contract to the highest-scored proposals from CDW Government, LLC and SHI International Corp., at $3,100,000 annually, based on estimated usage.

*5-h. One-Year Term Contract for Electrical and Lighting Supplies for the Materials and Supply Warehouse (for Citywide Departments). **(Citywide)**

Multiple departments use this Citywide contract for their miscellaneous electrical equipment and supplies.

The Business Services Department and Purchasing recommend authorizing the purchase using the State of Arizona cooperative contract with Border States Industries, Inc., at $100,000, based on estimated usage.

*5-i. Re-Award the Three-Year Term Contract for Microfilm Conversion Services for the Police Department. **(Citywide)**

This contract will provide services to convert Police Department data from microfilm to digital media. Police, Records Division use microfilm that is becoming worn and damaged. The previous vendor is unable to satisfactorily fulfill the contract requirements.

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The Police Department and Purchasing recommend re-awarding the contract to the second highest scored proposal, ICM Conversions, at $400,000 annually, based on estimated usage.

*5-j. Purchase of Falcon District Brand Signage as requested by the Economic Development Department. **(Citywide)**

Continuing to build awareness and to promote the Falcon Field Economic Activity Area, this purchase for the Falcon District signage includes the installation of two branded monument signs to be located on Greenfield and Higley Roads, south of the 202. Additionally, the City will install utility and transit signal box wraps and will mount branded banners promoting aerospace, technology, and manufacturing on light poles around the airport.

The Economic Development Department and Purchasing recommend authorizing the purchase using the City of Peoria cooperative contract with YESCO Phoenix, at $146,670.49. This purchase is funded by Local Streets Sales Tax.

*5-k. Purchase of Three Replacement Rollback Trailers for the Transportation Department. **(Citywide)**

These trailers will replace three aging equipment trailers that are at the end of their service life. The trailers will meet the needs and safety requirements for transporting the large equipment required to perform street and right-of-way maintenance.

The Transportation Department and Purchasing recommend authorizing the purchase using the National Joint Powers Alliance contract with Empire Southwest (a Mesa business), at $176,764.77. This purchase is funded by Local Streets Sales Tax.

*5-l. One-Year Renewal to the Term Contract for Radio-Based Endpoint Encoders (for Water Meter Reading) for the Water Resources Department. **(Citywide)**

This contract provides Itron radio-based endpoint encoders and accessories purchased directly from Itron, Inc., the manufacturer. The endpoint stores 40 days of hourly reads to ensure data integrity and offers advanced customer side leak detection and reverse flow and tamper alarms. Water Utility installs approximately 540 radio-based endpoint encoders on new and existing meters annually.

The Water Resources Department and Purchasing recommend authorizing the renewal with Itron, Inc., at $100,000, based on estimated usage.

*5-m. Purchase of Water Treatment Plant Shop Tools and Equipment for the New Signal Butte Water Treatment Plant as requested by the Water Resources Department. **(Citywide)**

This purchase is for tools and equipment needed for the start-up and maintenance in the various shops at the new Signal Butte Water Treatment Plant.

The Water Resources Department and Purchasing recommend awarding the contract to the lowest, responsive and responsible bidders: Copper State Bolt & Nut Co. (a Mesa business); Glendale Industrial Supply, LLC, dba UNICOA Construction and Industrial Supply; Mallory Safety & Supply LLC; and W.W. Grainger, Inc.; cumulatively not to exceed $153,000, based on estimated usage.

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*5-n. One-Year Renewal to the Term Contract for Fire Hydrant Water Meters for the Water Resources Department. **(Citywide)**

This contract provides 3" fire hydrant water meters to accurately measure construction water use of fire hydrants. The meters are installed by Water Utility staff to serve contractors and other customers needing to connect to City fire hydrants for temporary construction water service and dust control purposes.

The Water Resources Department and Purchasing recommend authorizing the renewal with Badger Meter Inc., dba National Meter Automation, at $35,000, based on estimated usage.

*5-o. Greenfield Water Reclamation Plant (GWRP), Phase III Expansion Guaranteed Maximum Price (GMP) No. 2. **(Citywide)**

The City of Mesa, Town of Gilbert, and Town of Queen Creek seek to provide an additional 14 million gallons per day annual average day flow of liquids and solids treatment capacity at the existing GWRP, complete with the required infrastructure, technology, and environmental features to ensure a reliable, efficient, and expanded plant to meet the current and future demands.

Staff recommends awarding the contract for the completion of this project to McCarthy Building Companies in the amount of $120,302,333 and authorize a change order allowance $6,015,117 (5%) for a total project amount of $126,317,450. This project is funded by the Greenfield Water Reclamation Plant Joint Venture Fund, with contributions coming from its members based on usage. Mesa's portion of this GMP is $72,229,521 and is funded by 2014 authorized Wastewater Bonds.

*5-p. Sewer Pipe and Manhole Rehabilitation: Mesa Drive, Millet Avenue, Horne, and 6th Avenue. **(District 4)**

The existing sanitary sewer lines covered by this project were built during the 1950's and 1960's. The age of these pipes greatly increases their risk of failure and emergency repairs. This method of construction can be completed while leaving the pipe in place and without excavation. Similarly, the sewer manholes will be cleaned, repaired, and coated in place. Only the concrete adjustment rings will be removed and replaced.

Staff recommends awarding the contract for this project to the lowest, responsible bidder, B and F Contracting, Inc, in the amount of $1,394,294.67, and authorize a change order allowance in the amount of $139,430 (10%), for a total amount of $1,533,724.67. Funding for this project is available from the 2014 Wastewater Bond Program.

*5-q. Sidewalks at Railroad Crossing on Alma School. **(Districts 3 and 4)**

To continue to meet current railroad approach and clearance standards at the Alma School Road railroad crossing, additional safety improvements will need to be made. The project improvements for roadway and sidewalk approach at this location will facilitate greater public safety and needed clearances from railroad signals along with a smoother roadway crossing of the Union Pacific Railroad track. Mesa will participate in the federally-funded Railway-Highway Grade Crossing Program, and will be responsible

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for adjusting the existing concrete sidewalks around the proposed cantilevers and gates, and installing concrete medians.

This project was previously awarded by Council on July 10, 2017, however, the previously selected contractor could not comply with the federal requirements and the project was released for bid a second time.

Staff recommends awarding the contract to the lowest, responsible bidder, AJP Electric, in the amount of $149,494, plus an additional $14,949 (10%) as a change order allowance, for a total amount of $164,443. Funding is available from the Local Streets Sales Tax, of which 94.3% will be reimbursed by Arizona Department of Transportation (Federal) Grant under the Railway-Highway Grade Crossing.

6. Take action on the following resolutions:

*6-a. Approving and authorizing the City Manager to submit the Second Substantial Amendment to the Fiscal Year 2017/2018 Annual Action Plan to the U.S. Department of Housing and Urban Development related to the allocation of funding obtained under the Community Development Block Grant (CDBG) program. This Amendment will allow for reallocation of $600,000 in CDBG funds from the Senior Center Renovation Project (247 North Macdonald) to the Eagles Park Project (828 East Broadway Road). **(District 4)** – Resolution No. 11088.

*6-b. Approving and authorizing the City Manager to enter into a Grant Agreement with the Arizona Department of Public Safety to accept $1,335,284 in Victims of Crime Act (VOCA) grant funds. The finding will be used for salaries and expenses for the Mesa Prosecutors Office, Victim Services Unit for a three-year period. **(Citywide)** – Resolution No. 11089.

*6-c. Approving and authorizing the City Manager to enter into a Lease Agreement with New Cingular Wireless PCS for a cellular site on a portion of 5950 East Virginia Street, also known as Mesa Fire Station 214. **(District 5)** – Resolution No. 11090.

*6-d. Approving and authorizing the City Manager to enter into a Development Agreement for City-Share Reimbursement with PPGN-Ray, LLLP, for the reimbursement of $100,568 for regional street and street lighting improvements that are being required by the City in conjunction with a proposed residential development known as Crismon Road at PPGN, located at 5461 South Ellsworth Road. **(District 6)** – Resolution No. 11091.

*6-e. Approving and authorizing the City Manager to enter into an Intergovernmental Agreement with the Maricopa County, Department of Transportation for the pavement rehabilitation of Adobe Road from Higley Road to Recker Road. The City will contribute an estimated $54,417 for the portion of the project that is within City boundaries that will be funded from the 2013 Streets Bond Program. **(District 5)** – Resolution No. 11092.

*6-f. Approving and authorizing the City Manager to enter into First Amendments to the Development Agreement, Ground and Air Lease, and License Agreement with 3W Management, LLC, to facilitate the development of, and job creation and retention at, the City-owned property generally located at the southwest corner of Main Street and South Pomeroy and 34 South Pomeroy, which is the development commonly known as The GRID. **(District 4)** – Resolution No. 11093.

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7. Introduction of the following ordinance and setting February 26, 2018 as the date of the public hearing on this ordinance:

*7-a. **ZON17-00323 (District 5)** The 8800 to 8900 blocks of East Main Street (south side). Located west of Red Mountain Freeway on the south side of Main Street (16.4± acres). Rezoning from RS-43 and GC to GC-PAD; and Site Plan Review. This request will allow for the development of an RV dealership and storage facility. Jeff Welker, Welker Development Resources, applicant; Roger D. Overson, owner.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 6-0)

8. Discuss, receive public comment, and take action on the following ordinances:

*8-a. **ZON17-00309 (District 2)** The 5200 block of East Inverness Avenue (south side). Located east of Higley Road south of the US60 Freeway (1.9 ± acres). Rezoning from RM-3-PAD to LC; and Site Plan Review. This request will allow for the development of a commercial building. John Schoenauer, HD Management, applicant; Sevilla, LLC, owner. – Ordinance No. 5419.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 7-0)

*8-b. **ZON17-00283 (District 6)** The 7100 to 7300 blocks of East Ray Road (north side). Located east of Power Road on the north side of Ray Road (56.0± acres). Rezone from LI-AF to LI-AF-PAD. This request will allow for the development of an industrial subdivision. Omar Cervantes, XCL Engineering, LLC, applicant; Phx-Mesa Gateway Airport 193, LLC, owner. – Ordinance No. 5420.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 7-0)

*8-c. **ZON17-00432 (District 3)** The 800 and 900 blocks of West Southern Avenue (south side), the 1200 and 1300 blocks of South Extension Road (west side), and the 800 and 900 blocks of West Grove Avenue (north side). Located at the southwest corner of Southern Avenue and Extension Road (19.3 ± acres). PAD Amendment; Site Plan Modification. This request will allow the development of a new multiple-residence building in an existing multiple-residence complex. Reese Anderson, Pew and Lake, PLC, applicant; Edward B. Frankel, Trustee of the Frankel Family Trust, owner. – Ordinance No. 5421.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 7-0)

9. Take action on the following subdivision plat:

*9-a. "Allred Ranch" **(District 2)** The 2900 to 3100 blocks of East Southern Avenue (north side), and the 900 to 1200 blocks of South Los Alamos (west side). Located east of

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Lindsay Road on the north side of Southern Avenue. 108 RSL-4.5 PAD lots (25± acres). KB Home Phoenix, Inc., developer; Dan Auxier, EPS Group, engineer.

Items not on the Consent Agenda

10. Items from citizens present.

There were no items from citizens present.

11. Adjournment.

Without objection, the Regular Council Meeting adjourned at 5:57 p.m.

JOHN GILES, MAYOR

ATTEST:

DEE ANN MICKELSEN, CITY CLERK

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Council Meeting of the City Council of Mesa, Arizona, held on the 5th day of February, 2018. I further certify that the meeting was duly called and held and that a quorum was present.

DEE ANN MICKELSEN, CITY CLERK

js

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mesa·az

CONTRACT AMENDMENT

Contract Title: Information Technology Solutions
Contract Number: 2018011 **MA Number:** 19000009
Amendment Number: Four (4)
Description of Change: Contract renewal. Term of contract March 1, 2023 through February 28, 2025.

Effective Date of Change: March 1, 2023

Acceptance: On behalf of the undersigned Contractor, I have given careful consideration to this Contract Amendment and hereby agree to the change(s) and except that as amended herein, all provisions of the Contract remain in full force and effect.

SHI International Corp.:

DocuSigned by:
Elisabeth Arnold
Signature

Elisabeth Arnold
Printed Name

5/17/2022
Date

City of Mesa:

Signature

City Manager Designee

Date

Reviewed by:

Ted Stallings
Ted Stallings, Procurement Officer II

Information Technology Solutions & Services
Executive Summary

Lead Agency: City of Mesa, AZ

Solicitation: # 2018011

RFP Issued: September 20, 2017

Pre-Proposal Date: October 3, 2017

Response Due Date: October 23, 2017

Proposals Received: 11

Awarded to:

The City of Mesa, AZ Department of Procurement issued RFP # 201811 on September 20, 2017, to establish a national cooperative contract for information technology solutions and services.

The solicitation included cooperative purchasing language in the SCOPE of WORK, # 2 "NATIONAL CONTRACT REQUIREMENTS:

NATIONAL CONTRACT REQUIREMENTS. The City, as the Principal Procurement Agency, as defined in Attachment D, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant contract (also known as the "Master Agreement" in materials distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City of Mesa is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment D contains additional information on National IPA and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- City of Mesa website
- National IPA website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- Las Vegas Journal Review, LV
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT

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On September 20, 2017 proposals were received from the following offerors:

- CDW-G
- Cloudvara
- Connection Public Sector Solutions
- Hye Tech Networks
- Hypertech Direct
- Office Depot
- PCMG
- POP, Inc.
- SHI International
- World Wide Technology, Inc.
- Zones

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with SHI International and proceeding with contract award upon successful completion of negotiations.

The City of Mesa, AZ, National IPA and SHI International Corp. successfully negotiated a contract and the City of Mesa executed the agreement with a contract effective date of March 1, 2018.

Contract includes:

A wide variety of technology solutions broken down by category including but not limited to systems, input/output devices, memory, storage devices, network equipment, software, media supplies, collaboration & IP telephony, and other related products & services.

SHI is a 100% minority owned company and a Corporate Plus member of the National Minority Supplier Development Council (NMSDC). Certified by the New York & New Jersey Minority Supplier Development Council (NY/NJ MSDC) and recognized by the 22 other regional affiliates of the NMSDC.

Term:

Initial five- year agreement from March 1, 2018 through February 28, 2023 with the option to renew for two (2) additional one-year periods through February 28, 2025

Pricing/Discount:

SHI offers a discount percentage based on SHI Advertised Price list by category. Refer to pricing document for complete details. In many cases, SHI Advertised List Price already reflects a substantial discount off Manufacturer Published List prices. Given the breadth of manufacturers and products that SHI offers, there will be many opportunities for SHI to secure additional discounts for eligible contract users.

National IPA Web Landing Pages:

www.nationalipa.org/Vendors/Pages/SHI.aspx

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY
Date Received

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

SHI Government Solutions, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

NONE

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 DocuSigned by: Kristina Mann EA418E789F09404...

Signature of vendor doing business with the governmental entity

6/27/2023

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Joel Garza, Mobility Director
Date:	Tuesday, July 11, 2023
Agenda #:	Consideration and **ACTION** on **Resolution Number 2023-085** by the City Commission of the City of Brownsville, Texas, approving the Advance Funding Agreement(AFA) between the City of Brownsville and the Texas Department of Transportation for a Transportation Alternatives Set-Aside (TASA) program project to fund the West Rail Trail Amenities (CSJ 0921-06-350) with a City of Brownsville payment of $25,338 as budgeted.(Multimodal Transportation Department)

Summary:
The City of Brownsville was awarded the Texas Department of Transportation's (TxDOT) Transportation Alternatives Set-Aside (TASA) funds for the West Rail Trail amenities project in October 2021. This project involves the development of various amenities such as bike repair stations, parking lots, water fountains, call boxes, waste receptacles, etc., along the West Rail Trail. The project included public engagement. To facilitate this project, the City of Brownsville and TxDOT have entered into an Advance Funding Agreement (AFA), a negotiated contract that outlines the funding arrangement between the City and TxDOT, where both parties agree to contribute funds, labor, raw materials, or land for the project. The West Rail Trail Amenities project is identified by the code CSJ 0921-06-350. The City of Brownsville will make a payment of $25,338 to the State of Texas 30 days from the execution of the AFA contract.

Project Scope and Analysis:
The West Rail Trail Ameneties project CSJ: 0921-06-350 will install various amenities such as bike repair stations, parking lots, water fountains, call boxes, waste receptacles, etc.

Funding:

Source: #808-9110-848-032 General Funds

Amount: $25,338

Local Contribution if Applicable:

Recommendation:
Multimodal Transportation Department staff recommends approval of the resolution for the advance funding agreement between TxDOT and the City of Brownsville, Texas.

Commission Pillar:
Government Pillar

Attachments:
1. Resolution 2023-085 WRT Amenities AFA
2. Presentation - West Rail Trail AFA Draft
3. Draft AFA 0921-06-350 West Rail Trail

RESOLUTION NUMBER 2023-085

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, APPROVING THE ADVANCE FUNDINGAGREEMENT BETWEEN THE CITY OF BROWNSVILLE AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR A TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROGRAM PROJECT, WEST RAIL TRAIL AMENITIES (CSJ 0921-06-350).

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

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

WHEREAS, Federal law, 23 USC §134 and 49 USC §5303, requires that State and Metropolitan Planning Organizations (MPOs) develop transportation plans and programs for urbanized areas of Texas, and

WHEREAS, Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the rules and procedures for the Transportation Alternatives Set-Aside Program (TASA) are established in 23 USC §133(h), and 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418, and

WHEREAS, the Local Government prepared and submitted to the State or Metropolitan Planning Organization (MPO) a project nomination package for TASA funding consideration, which is briefly described as West Rail Trail-Amenities (Project), and

WHEREAS, the Texas Transportation Commission (Commission) passed Minute Order Number 116073 (MO) dated August 31, 2021 awarding funding for TASA projects in the TASA Program Call of the Rio Grande Valley MPO, including Project, and

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Brownsville, Texas, approves the execution of the Agreement with the Texas Department of Transportation.

PASSED AND **APPROVED** this 11th day of July 2023.

City of Brownsville, Texas

_____
John Cowen, Jr.
Mayor

ATTEST:

_____
Yolanda Galarza-Gomez, TRMC
City Secretary

West Rail Trail Draft AFA, CSJ: 0921-06-350

West Rail Trail Advance Funding Agreement (AFA)

- This Agreement is between the State of Texas (State), represented by the Texas Department of Transportation, and the City of Brownsville (Local Government). The West Rail Trail Amenities Project involves installing amenities such as bike repair stations, parking lots, water fountains, call boxes, waste receptacles, etc., throughout the trail system.
- Total Project Cost: $1,126,572
- Local Match: $226,572
- City of Brownsville payment within 30 days of AFA execution: $25,338



TxDOT:					Federal Highway Administration:	
CCSJ #	0921-06-350	AFA ID	Z00002406		CFDA No.	20.205
AFA CSJs					CFDA Title	Highway Planning and Construction
District #	Pharr-21	Code Chart 64#	05950			
Project Name		West Rail Trail-Amenities			*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT FOR A TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROGRAM PROJECT

MPO-Selected Off-System

This Advance Funding Agreement for a Transportation Alternatives Set-Aside (TASA) Program Project ("Agreement") is made between the State of Texas (State), acting through the Texas Department of Transportation, and the City of Brownsville (Local Government), acting through its duly authorized officials.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

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

WHEREAS, Federal law, 23 USC §134 and 49 USC §5303, requires that State and Metropolitan Planning Organizations (MPOs) develop transportation plans and programs for urbanized areas of Texas, and

WHEREAS, Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the rules and procedures for the Transportation Alternatives Set-Aside Program (TASA) are established in 23 USC §133(h), and 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418, and

WHEREAS, the Local Government prepared and submitted to the State or Metropolitan Planning Organization (MPO) a project nomination package for TASA funding consideration, which is briefly described as West Rail Trail-Amenities (Project), and

TxDOT:					Federal Highway Administration:	
CCSJ #	0921-06-350	AFA ID	Z00002406		CFDA No.	20.205
AFA CSJs					CFDA Title	Highway Planning and Construction
District #	Pharr-21	Code Chart 64#	05950			
Project Name		West Rail Trail-Amenities			*AFA Not Used For Research & Development*	

WHEREAS, the Texas Transportation Commission (Commission) passed Minute Order Number 116073 (MO) dated August 31, 2021 awarding funding for TASA projects in the TASA Program Call of the Rio Grande Valley MPO, including Project, and

WHEREAS, the governing body of the Local Government has approved entering into this Agreement by resolution or ordinance dated {enter date of resolution}, which is attached to and made a part of this Agreement as Attachment C, Resolution or Ordinance. A map showing the Project location appears in Attachment A, Project Location Map, which is attached to and made a part of this Agreement, and

NOW, THEREFORE, the State and the Local Government agree as follows:

AGREEMENT

1. Period of Agreement and Performance

A. Period of Agreement. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided below.

B. Period of Performance.

1. The Performance Period for each phase of work begins on the date specified in the Federal Project Authorization and Agreement (FPAA) for that phase of work. Local Government may not begin work until issued the State Letter of Authority (SLOA) for that phase of work.
2. The Performance Period for each phase of work ends on the date specified in the FPAA for that phase of work.

2. Scope of Work and Use of Project

A. The scope of work for Project consists of the installations of amenities such as parking locations, canopies/shelters, rest areas, call boxes, cameras, benches, trash receptacles, bike repair stations, water fountains, trail maps, mile markers, signing and striping, waterlines, restrooms, and sewer lines to the West Rail Trail in a trail Improvement effort. .

B. Any project changes proposed must be submitted in writing by Local Government to State. Substantive changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

3. Project Sources and Uses of Funds

The total estimated development cost of the Project is shown in Attachment B, Project Budget Estimate and Source of Funds (Attachment B).

A. If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one

individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, Local Government shall provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of the Project. State in its discretion may deny reimbursement if Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The total estimated project cost as shown in Attachment B incudes the Local Government's estimated itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission or MPO in consultation with State. Local Government must submit to State evidence of payment for eligible in-kind costs at least once per calendar quarter using the State's In-Kind Match Reporting form.

C. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

D. The Project budget and source of funds estimate based on the budget provided in the application is included in Attachment B. Attachment B shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal TASA funds assigned by the Commission or MPO in consultation with State. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the TASA, FPAA, or other federal documents.

E. State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.

F. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government. If the Project was State-

selected, the State may apply a portion of any excess program funds to cover all or a portion of any overrun based on criteria provided by 43 Tex. Admin. Code §11.411(d).

G. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Following execution of this Agreement, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment B for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining local match as specified in Attachment B for State's estimated construction oversight and construction cost.

J. In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment B and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State's written notification.

K. Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the "Texas Department of Transportation". The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.

L. Upon completion of Project, State will perform a final accounting of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party.

M. In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State's notification.

N. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.

O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or subcontract under this Agreement acts as acceptance of

the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor

with access to any information the state auditor considers relevant to the investigation or audit.

P. State will not pay interest on any funds provided by Local Government.

Q. State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.

R. Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.

S. If Local government is an Economically Disadvantaged County (EDC) and if State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

4. Termination of the Agreement

A. This Agreement may be terminated by any of the following conditions:
   1. By mutual written consent and agreement of all parties;
   2. By any party with 90 days written notice; or
   3. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.

B. If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.

C. The Agreement may be terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination;

D. If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system and with 2 CFR Part 200 recapture requirements.

E. A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:
   1. Local Government fails to satisfy any requirements of the program rules cited in 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418.

2. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.

3. Local Government withdraws from participation in Project.
4. State determines that federal funding may be lost due to Project not being implemented and completed.
5. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.
6. A construction contract has not been awarded or construction has not been initiated within three years after the date that the Commission or MPO selected the project or by a letting date determined by the state and agreed to by the Local Government.
7. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.

F. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice from Local Government within 270 days of FPAA.

5. Amendments

This Agreement may be amended due to changes in the work, the amount of funding required to complete Project, or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Utilities

Local Government shall be responsible for the adjustment, removal, or relocation of utilities or utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to State of a delay resulting from Local Government's failure to ensure that utilities or utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. At the State's discretion, State may reimburse Local Government for minor, incidental utility adjustments that are identified during the preliminary engineering phase if they are eligible for federal reimbursement. Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State's request, a certification stating that Local Government has completed the adjustment of all utilities that must be adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during construction. These costs may be eligible for TASA participation if the following conditions are met: (1) the activity is required to complete Project; (2) the cost is incidental to Project; and (3) TASA funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

8. Environmental Assessment and Mitigation

Development of Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

A. The **Local Government** is responsible for the identification and assessment of any environmental problems associated with the development of Project.
B. Local Government is responsible for the cost of any environmental problem's mitigation and remediation. These costs will not be reimbursed or credited towards Local Government's financial share of Project unless specified in the nomination form and approved by State or MPO in consultation with State.
C. Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment, including any public hearing requirements that may be necessary when adding a bike lane.
D. Before the advertisement for bids, Local Government shall provide to State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

A. Architectural and engineering services for preliminary engineering will be provided by the **Local Government**. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services or if these services will be used as in-kind contributions; and with Texas Government Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements.
B. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials' ("AASHTO") publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All design criteria for bicycle and pedestrian bridges must comply with TxDOT's Bridge Design Manual and AASHTO's Load and Resistance Factor Design (LRFD) Guide Specifications for the Design of Pedestrian Bridges (latest edition) as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.

C. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval on an agreed upon schedule. Local Government may also submit the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.

D. When architectural and engineering services are provided by or through State, then the State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work, including any proposed changes to the scope of work, as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

11. Construction Responsibilities

A. The **Local Government** shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. To ensure federal funding eligibility, projects must be authorized by State prior to advertising for construction.

B. All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.

C. All contract change order review and approval procedures must be approved by State prior to start of construction.

D. If the Local Government is the responsible party, the State must review and approve change orders.

E. Upon completion of Project, the party constructing Project will issue and sign a "Notification of Completion" acknowledging Project's construction completion.

F. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements provided in 23 CFR Parts 633 and 635, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Subpart 635.B.

G. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

12. Project Maintenance

A. Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period commensurate with the

federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project's original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.

B. Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.

C. Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.

D. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

13. Right of Way and Real Property Acquisition

A. Right of way and real property acquisition shall be the responsibility of Local Government. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property.

B. If Local Government is the owner of any part of Project site under this Agreement, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC §4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR §24.2(g). Documentation to support such

compliance must be maintained and made available to State and its representatives for review and inspection.

D. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of

Project. Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, or (2) Local Government, if the real property is not to be made part of the State Highway System. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved Project plans. Local Government shall be responsible for securing any additional real property required for completion of Project.

E. Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.

F. Local Government shall determine property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values. Local Government will not be reimbursed for right-of-way costs on state-selected projects.

G. For State-selected TASA projects, Local Government shall not use eminent domain or condemnation to acquire real property for this TASA Project.

H. Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title. Local Government will not be reimbursed for right-of-way costs on state-selected projects.

I. Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.

J. If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement between Local Government and the current property owner must establish that Project

will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment. For State-selected projects, this is outlined in 43 Tex. Admin. Code §11.417. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of Project after completion. The separate agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.

K. Local Government shall execute individually or produce a legal document as necessary to provide for Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.

L. Local governments receiving federal funds must comply with 23 CFR Part 710 and 49 CFR Part 24, and with the procedures provided in Chapter 6 of the State's Local Government Project Policy Manual. Local Government agrees to monitor Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate. Local Government agrees to the review of their Project accounts and site visits by State during the development of Project at any time. Upon Project completion, State will continue to perform periodic visits to confirm Project's continued use and upkeep.

M. Before the advertisement for bids, Local Government shall provide a certification to State that all real property has been acquired.

14. Insurance

A. Should this Agreement authorize Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide State with a fully executed copy of State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.

B. For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

15. Notices, Invoices, Payments, and Project Inquiries

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
City of Brownsville ATTN: City Mayor 755 International Blvd. Brownsville, TX 78520	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

Invoicing, payment, and project inquiries must be sent to the following address, which the State may change by sending written notice of the change to the Local Government:

Texas Department of Transportation
ATTN: District Engineer
600 West IH-2
Pharr, TX 78577

All invoicing, payment, and project inquiries must include the following information:

County:	Cameron
Local Government:	City of Brownsville
CSJ No.:	0921-06-250
Project Name:	West Rail Trail-Amenities
Highway or Roadway:	West Rail Trail

16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

17. Responsibilities of the Parties

Neither party is an agent, servant, or employee of the other party and each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by State shall remain the property of State. All data prepared under this Agreement shall be made available to State without restriction or limitation on their further use. All documents produced or approved or otherwise created by Local Government shall be transmitted to State in the form of photocopy reproduction on a monthly basis as required by State. The originals shall remain the property of Local Government.

19. Document and Information Exchange

Local Government agrees to electronically deliver to State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft Word or similar format. If requested by State, Local Government will use State's document template. Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by State. This requirement applies whether Local Government creates the documents with its own forces or

by hiring a consultant or professional provider. At the request of State, Local Government shall submit any information required by State in the format directed by State.

20. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, Local Government shall furnish State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR Part 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including

employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38.

I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise Program Requirements

A. The parties shall comply with the Disadvantaged Business Enterprise (“**DBE**”) Program requirements established in 49 CFR Part 26.

B. Local Government shall adopt, in its totality, State’s federally approved DBE program.

C. Local Government shall set an appropriate DBE goal consistent with State’s DBE guidelines and in consideration of Local market, project size, and nature of the goods or

services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. Local Government shall follow all other parts of State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address: http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).

F. Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate."

28. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order
12549, and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

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

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC §1352 for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. Local Government agrees that it shall:

1. Obtain and provide to State a System for Award Management (SAM) number (Federal Acquisition Regulation (FAR) Subpart 4.11) if this award provides more than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://sam.gov/SAM/pages/public/index.jsf
2. Obtain and provide to State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to State if:
   a. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and
   b. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

TxDOT:					Federal Highway Administration:	
CCSJ #	0921-06-350	AFA ID	Z00002406		CFDA No.	20.205
AFA CSJs					CFDA Title	Highway Planning and Construction
District #	Pharr-21	Code Chart 64#	05950			
Project Name		West Rail Trail-Amenities			*AFA Not Used For Research & Development*	

31. Single Audit Report

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov .

C. If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Compliance Division as follows: *We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____.*

D. For each year Project remains open for federal funding expenditures, Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

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

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

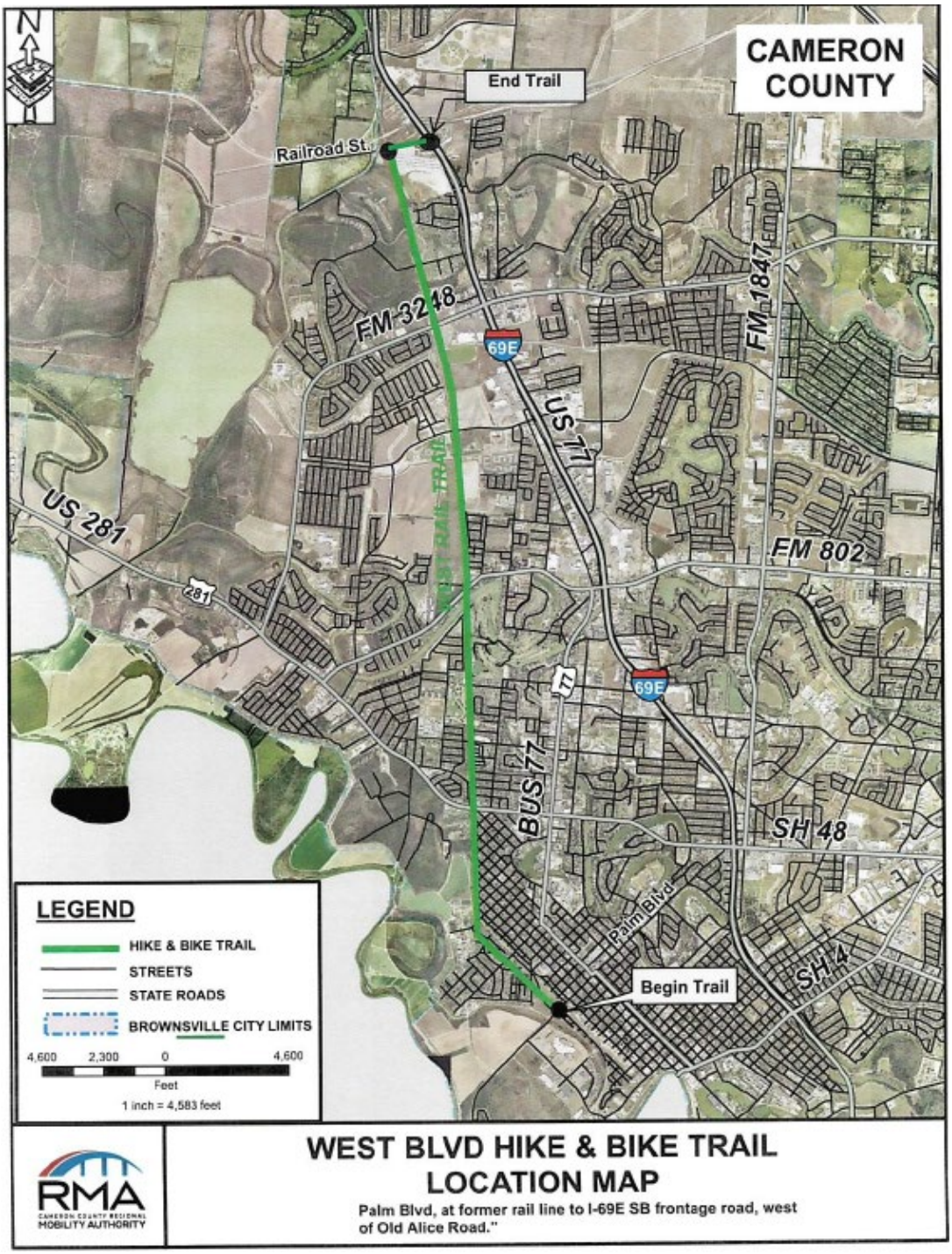
THE STATE OF TEXAS	THE LOCAL GOVERNMENT
Signature	Signature
Kenneth Stewart Typed or Printed Name	John Cowen, Jr. Typed or Printed Name
Director of Contract Services Typed or Printed Title	City Mayor Typed or Printed Title
Date	Date

APPROVED AS TO FORM AND LEGALITY

Guillermo (Will) S. Trevino
City Attorney
City of Brownsville, Texas

TxDOT:					Federal Highway Administration:	
CCSJ #	0921-06-350	AFA ID	Z00002406		CFDA No.	20.205
AFA CSJs					CFDA Title	Highway Planning and Construction
District #	Pharr-21	Code Chart 64#	05950			
Project Name		West Rail Trail-Amenities			*AFA Not Used For Research & Development*	

ATTACHMENT A
PROJECT LOCATION MAP



TxDOT:					Federal Highway Administration:	
CCSJ #	0921-06-350	AFA ID	Z00002406		CFDA No.	20.205
AFA CSJs					CFDA Title	Highway Planning and Construction
District #	Pharr-21	Code Chart 64#	05950			
Project Name		West Rail Trail-Amenities			*AFA Not Used For Research & Development*	

ATTACHMENT B
PROJECT ESTIMATE AND SOURCE OF FUNDS
LG Performs PE Work or Hires Consultant / State Lets Project for Construction

Work Performed by Local Government ("LG")							
Description of Project Costs to be Incurred	**Total Project Cost Estimate**	**Federal Participation** Includes percentage for TDC apportionment on projects where applicable		**State Participation** Includes authorized EDC amounts		**Local Government Participation** Includes authorized EDC reduction	
		%	**Cost**	**%**	**Cost**	**%**	**Cost**
Preliminary Engineering (100% Local)	$158,355	0%	$0	0%	$0	100%	$158,355
Construction (Cat. 9)	$1,125,000	80%	$900,000	0%	$0	20%	$225,000
Construction (Local)	$226,572	0%	$0	0%	$0	100%	$226,572
Work by LG Subtotal	**$1,509,927**		**$900,000**		**$0**		**$609,927**
Work Performed by the State (Local Participation paid up front by LG to TxDOT)							
Preliminary Engineering[1]	$0	0%	$0	0%	$0	0%	$0
Environmental Cost[1]	$0	0%	$0	0%	$0	0%	$0
Right of Way[3]	$0	0%	$0	0%	$0	0%	$0
Utilities[2]	$0	0%	$0	0%	$0	0%	$0
Construction Cost[2] $ / Eligible In-Kind Contribution Value $ / Total Construction Value (sum of construction cost and in-kind value)	$0	0%	$0	0%	$0	0%	$0
Work by State Subtotal	**$0**		**$0**		**$0**		**$0**
Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight							

TxDOT:					Federal Highway Administration:	
CCSJ #	0921-06-350	AFA ID	Z00002406		CFDA No.	20.205
AFA CSJs					CFDA Title	Highway Planning and Construction
District #	Pharr-21	Code Chart 64#	05950			
Project Name		West Rail Trail-Amenities			*AFA Not Used For Research & Development*	

Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation Includes percentage for TDC apportionment on projects where applicable		State Participation Includes authorized EDC amount		Local Government (LG) Participation Includes authorized EDC reduction	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering[1]	$12,669	0%	$0	0%	$0	100%	$12,669
Environmental Cost[1]	$10,135	0%	$0	0%	$0	100%	$10,135
Right of Way[1]	$1,267	0%	$0	0%	$0	100%	$1,267
Utilities[1]	$1,267	0%	$0	0%	$0	100%	$1,267
Construction[2]	$40,547	0%	$0	0%	$0	100%	$40,547
Direct State Costs Subtotal	$65,885	0%	$0	0%	$0	100%	$65,885
Indirect State Cost	$72,024		$0	100%	$72,024		$0
TOTAL PARTICIPATION	$1,647,836		$900,000		$72,024		$675,812

- The estimated total participation by Local Government is $675,812, plus 100% of overruns.
- Total estimated payment by Local Government to State is $65,885.
- [1]Local Government's first payment of $25,338 is due to State within 30 days from execution of this contract.
- [2] Local Government's second payment of $40,547 is due to State within 60 days prior to the Construction contract being advertised for bids.
- This is an estimate; the final amount of Local Government participation will be based on actual costs.
- Maximum federal TASA funds available for Project are $900,000.

TxDOT:					Federal Highway Administration:	
CCSJ #	0921-06-350	AFA ID	Z00002406		CFDA No.	20.205
AFA CSJs					CFDA Title	Highway Planning and Construction
District #	Pharr-21	Code Chart 64#	05950			
Project Name	West Rail Trail-Amenities				*AFA Not Used For Research & Development*	

ATTACHMENT C
RESOLUTION OF LOCAL GOVERNMENT

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Doro Garcia, Public Works/Engineer Director
Date:	Tuesday, July 11, 2023
Agenda #:	Consideration and **ACTION** for the approval of the acceptance of a 0.300-acre tract of land out of a certain 54.827-acre tract of land out of Share 19, Espiritu Santo Grant, to be used by the City of Brownsville for park or recreational purposes. (Engineering & Public Works Department)

Summary:
The 0.300-acre tract of land is currently being used by the general public as part of the Paseo De La Resaca Park. Land was originally conveyed to the City of Brownsville as part of a larger tract, however the property description for said 0.300-acre tract of land did not describe land properly.

A new conveyance deed will be executed, and documents will be properly recorded in order to clarify any issues regarding land ownership.

Project Scope and Analysis:

Funding:

Source: NA

Amount:

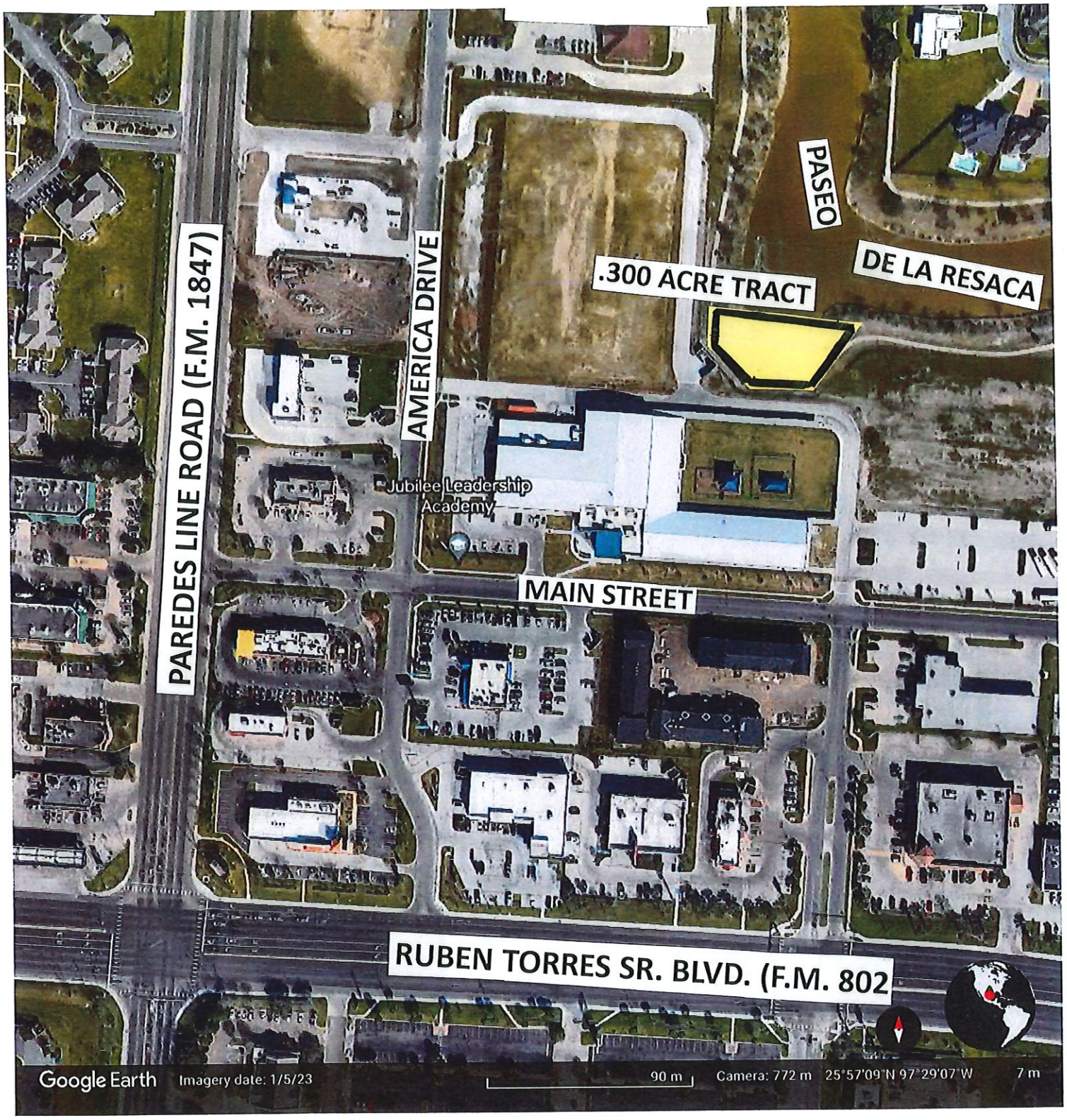
Local Contribution if Applicable:

Recommendation:
As originally intended, land is being donated to the City of Brownsville and the City of Brownsville Engineering Department recommends approval on the acceptance of the 0.300-acre tract of land.

Commission Pillar:
Infrastructure

Attachments:

1. agenda packet exhibits



0.300 ACRE TRACT OF LAND FOR PARK AND RECREATION PURPOSES

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS:
YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

WARRANTY DEED

Date: June 1, 2023

Grantor: **PDLR INVESTMENTS II LTD.**, a Texas Limited Partnership

Grantor's Mailing Address (including County):

2600 Old Alice Road Suite D
Brownsville, Cameron County, Tx. 78521

Grantee: **CITY OF BROWNSVILLE**, a Texas Municipal Corporation

Grantee's Mailing Address (including County):

City of Brownsville
1001 E. Elizabeth Street
Brownsville, Cameron County, Texas 78520

CONSIDERATION: The sum of TEN AND NO/100 DOLLARS ($10.00), and other good and valuable consideration in hand paid by Grantee herein, the receipt of which is hereby fully acknowledged and confessed.

PROPERTY (including any improvements)

A 0.300 Acre Tract of land out of a certain 54.827 Acre Tract of land out of Share 19, Espiritu Santo Grant in Cameron County, texas; said 54.827 Acre Tract being as described in a Deed recorded in Volume 9919, Page 188 of the Official Records of Cameron County, Texas; said 0.300 Acre Tract of land being more particularly located and described in attached exhibit "A".

RESERVATIONS AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

The property shall be used for park or recreation purposes only.

This conveyance is made and accepted subject to any and all restrictions, covenants, conditions, easements, mineral and royalty reservations, zoning laws, regulations and ordinances of municipal and other governmental authorities, if any, and only to the extent that same are still in effect, shown of record in Cameron County, Texas; together with any and all visible and apparent easements, to include but not limited to easements for roadways on or across the land.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Grantor, Grantor's heirs, executors, administrators and successors are hereby bound to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

PDLR INVESTMENTS II, LTD., A Texas Limited Partnership

By: William P.C. Hudson, Manager

STATE OF TEXAS

COUNTY OF CAMERON

This instrument was acknowledged before me on June, 02, 2023, by William P.C. Hudson, Manager for PDLR INVESTMENTS II, a Texas Limited Partnership, on behalf of said corporation.

Notary Public, State of Texas

BERNICE SILVA
Notary Public, State of Texas
Comm. Expires 03-20-2027
Notary ID 134261118

Accepted by:

CITY OF BROWNSVILLE

_____
Helen Ramirez, City Manager

STATE OF TEXAS

COUNTY OF CAMERON

This instrument was acknowledged before me on _____, _____, 2023, by Helen Ramirez, City Manager of the City of Brownsville, and in the capacity herein stated.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
City of Brownsville
1001 E. Elizabeth Street
Brownsville, Tx. 78520

EXHIBIT A

Mejia & Rose, Incorporated

Engineering *Surveying*

Village Center Area Parkway
0.300 Acre Tract

April 30, 2015
Job No. 19310

METES AND BOUNDS DESCRIPTION

A 0.300 Acre Tract of land out of a certain 54.827 Acre Tract of land out of Share 19, Espiritu Santo Grant in Cameron County, Texas; said 54.827 Acre Tract being as described in a Deed recorded in Volume 9919, Page 188 of the Official Records of Cameron County, Texas; said 0.300 Acre Tract of land being more particularly located and described as follows:

COMMENCING at a one-half inch iron pin with yellow plastic cap stamped "M&R Inc." found at the Southeast corner of Lot 5, Village Center 6 Subdivision as recorded in Cabinet 1, Slots 3307 & 3308 of the Map Records of Cameron County, Texas; said point lying on the East line of said 54.827 Acre Tract; **THENCE**, South 05 Deg. 02 Min. West, along the East line of said 54.827 Acre Tract, a distance of 330.91 feet to a corner of said 54.827 Acre Tract for the Northwest corner and **POINT OF BEGINNING** of the tract herein described;

THENCE, South 84 Deg. 58 Min. 00 Sec. East, along the North line of said 54.827 Acre Tract, a distance of 237.00 feet to a point for the Northeast corner of this tract;

THENCE, South 48 Deg. 47 Min. 01 Sec. West, a distance of 105.21 feet to a point for the Southeast corner of this tract;

THENCE, North 84 Deg. 58 Min. 00 Sec. West, a distance of 100.00 feet to a point for the Southwest corner of this tract;

THENCE, North 40 Deg. 48 Min. 00 Sec. West, a distance of 50.00 feet to a point for a corner of this tract;

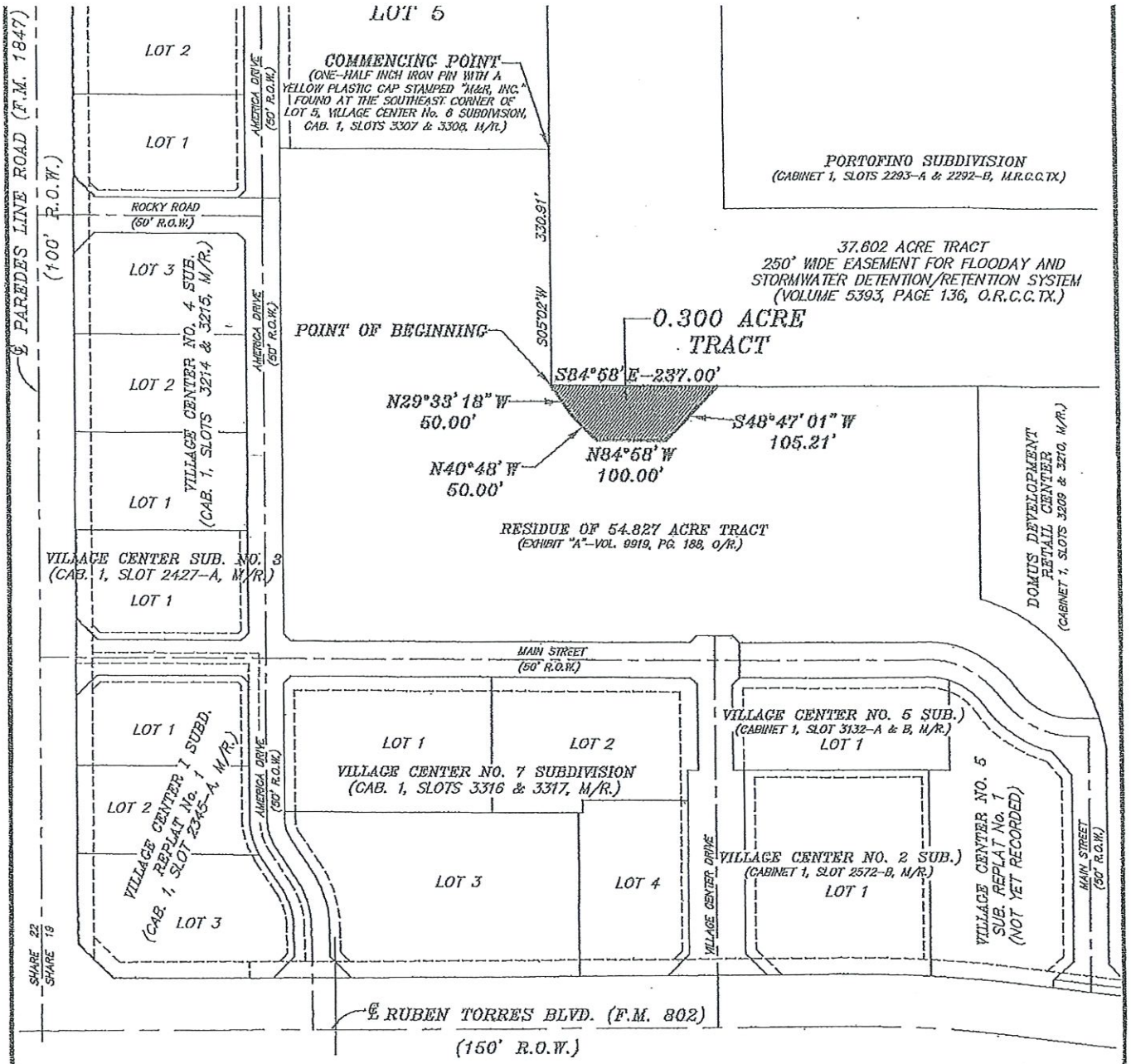
THENCE, North 29 Deg. 33 Min. 18 Sec. West, a distance of 50.00 feet to the **POINT OF BEGINNING.**

CONTAINING 0.300 Acre Tract of land, more or less.

This metes and bounds description was prepared from map and deed records. The corners of this property have <u>not</u> been monumented on the ground.

James E. Rose
Reg. Prof. Land Surveyor No. 2452

STATE OF TEXAS
REGISTERED
JAMES E. ROSE
2452
PROFESSIONAL
LAND SURVEYOR



MAP SHOWING

A 0.300 ACRE TRACT OF LAND OUT OF A CERTAIN 54.827 ACRE TRACT OF LAND OUT OF SURVEY NO. 34, SHARE 19, ESPIRITU SANTO GRANT IN CAMERON COUNTY, TEXAS; SAID 54.827 ACRE TRACT BEING AS DESCRIBED IN A SPECIAL WARRANTY DEED RECORDED IN VOLUME 9919, PAGE 188 OF THE OFFICIAL RECORDS OF CAMERON COUNTY, TEXAS

THIS IS NOT A SURVEY

STATE OF TEXAS
REGISTERED
JAMES E. ROSE
2452
PROFESSIONAL
LAND SURVEYOR

4/30/15

PREPARED FOR:
PDLR Land Co., Inc.
a Texas Corporation
April 30, 2015

Paseo de la Resaca
The Natural Jewel of Brownsville

Mejia & Rose, Incorporated
Engineering Surveying
T.B.P.E. Reg. No. F-2670
1643 West Price Road (956) 544-3022
P.O. Box 3761 Brownsville, Texas 78520
Fax (956) 544-3068

S:\18310\Village Center Area Parkway.dwg

WILLIAM P. C. HUDSON, CRE®
2600 Old Alice Road, Suite D
Brownsville, Texas 78521

TEL 956-504-6550
FAX 956-504-6555

October 21, 2022

Mr. Richard Molina
Chief Appraiser
Cameron County Appraisal District
1390 W Expressway 83
San Benito, TX 78586

Re: 79-1900-0340-0202-40 Records need to be corrected:

Attached is the Tax Statement, the CAD map records, a survey, and a Google Earth aerial photo in evidence of the subject property.

1. The 0.3 acres has been in use as part of the Paseo de la Resaca Park for the past 16 years. It should not be taxed as it is part of a City park.
2. The other tract per CADS records is part of a dedicated ROW known as America Drive. It should not be taxed as it is a City Asset (subdivided in 2018 as Village Center No 6 Subdivision).

Please correct your records accordingly.

Thank You

Bill Hudson

Enc: CAD file, Survey, Tax Statement, aerial photo.

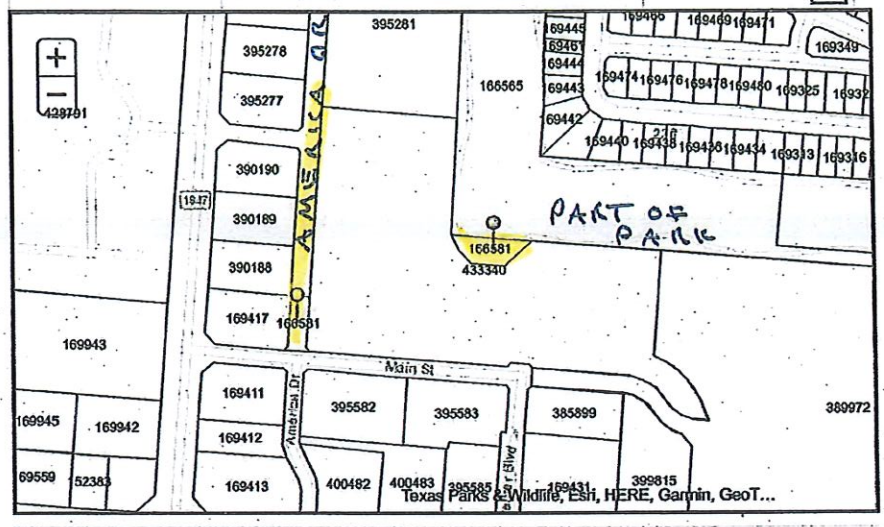
CC: Cameron County Tax Office: c/o Tony Yzaguirre
Frank Wood, Esq
Bobbi Vasquez, Chairperson, Paseo de la Resaca PID

Online GIS Map Disclaimer: This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The Cameron Appraisal District expressly disclaims any and all liability in connection herewith.

Property Data Disclaimer: All information contained herein, is considered in the public domain and is distributed without warranty of any kind, implied, expressed or statutory. The Cameron Appraisal District makes no claims, promises or guarantees about the accuracy, completeness, or adequacy of this information and expressly disclaims liability for any errors and omissions. Appraisal year 2018 and prior have been certified. Information relating to appraisal year 2019 should be considered a "work in progress".

Cameron Appraisal District

Property ID: 166581 for Year: 2022



2022 Account Information

Property ID:	166581	Legal Description:	ESPIRITU SANTO GRANT SHARE 19, 0.48 ACS OUT OF 11.6650 AC OF 16.079 AC OF 808.30 SURVEY 34
Geo ID:	79-1900-0340-0202-40	Zoning:	A-C
Type:	Real	Agent Code:	
Category Cd:	F1	Category:	
Jurisdictions:	IBR, SST, CBR, SBH, GCC, SD1, SP2, STS, SPL, CAD, TBN1		

Location

Address:	2101 E RUBEN TORRES BLVD BROWNSVILLE, TX	Map ID:	09-11-01
Neighborhood Cd:	791900	Neighborhood:	conv neighborhood

2022 Owner Information

Owner Name:	PDLR INVESTMENTS II LTD	Owner ID:	136503
Mailing Address:	2600 Old Alice Rd Ste D	Ownership:	100.0000%
	Brownsville, TX 78521-1456		
		Exemptions:	

— ORIGINAL DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED WITHOUT WARRANTY

Date: December 31, 2020

Grantor: PDLR INVESTMENTS II LTD., a Texas limited partnership

Grantor's Mailing Address (including county):

2600 OLD ALICE ROAD STE D
BROWNSVILLE (CAMERON COUNTY), TEXAS 78521

Grantee: CITY OF BROWNSVILLE

Grantee's Mailing Address (including county):

1001 E. ELIZABETH STREET
BROWNSVILLE (CAMERON COUNTY), TEXAS 78521

Consideration: TEN AND NO/100 DOLLARS ($10.00), and as a donation of property for the benefit of the public.

Property:

ESPIRITU SANTO GRANT SHARE 19, 0.48 ACRES OUT OF 11.6650 ACRES OF 16.079 ACRES OF 808.30 ACRES, SURVEY 34 (CAD PID#166581; CAD ACCT# 79-1900-0340-0202-40)

Reservations from and Exceptions to Conveyance:

The property shall be used for public right-of-way and park or recreation purposes only.

GRANTOR MAKES NO REPRESENTATION OR WARRANTY CONCERNING THE VALUE OF THE PROPERTY, THE CONDITION OF ANY IMPROVEMENTS LOCATED UPON THE PROPERTY, THE ENVIRONMENTAL CONDITION OF THE PROPERTY, THE PRESENCE OR ABSENCE OF ANY HYDROCARBONS, ASBESTOS, ENVIRONMENTAL, HAZARDOUS, OR TOXIC CONTAMINATION OF THE PROPERTY, THE COMPLIANCE OF THE PROPERTY WITH SUBDIVISION ORDINANCES, LAWS AND REGULATIONS, THE AVAILABILITY OF UTILITIES TO THE PROPERTY, THE SUITABILITY OF THE PROPERTY FOR A PARTICULAR PURPOSE, OR THE MERCHANTABILITY OF THE PROPERTY. THE PROPERTY IS

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Felix Sauceda, Jr., Police Chief
Date:	Tuesday, July 11, 2023
Agenda #:	Consideration and **ACTION** to authorize the City Commission approval to enter into a Memorandum of Understanding (MOU) between the City of Brownsville and theTexas Anti-Gang (TAG) Center Rio Grande Valley. (Brownsville Police Department)

Summary:
The Brownsville Police Department is respectfully requesting City Commission approval to authorize the Brownsville Police Department to enter into a Memorandum of Understanding (MOU) between the City of Brownsville and the Texas Anti-Gang (TAG) Center Rio Grande Valley. The Brownsville Police Department has been a member of the Rio Grande Valley Anti-Gang Center since 2019. This MOU serves to formalize this relationship and makes available the transfer of equipment to be utilized by the Brownsville Police Department. This includes twelve fixed post license plate readers and two trailers.

Project Scope and Analysis:
The Rio Grande Valley Anti-Gang Center will assign twelve fixed post license plate readers and two trailers to the Brownsville Police Department.

Funding:

Source: N/A

Amount: $0.00

Local Contribution if Applicable: N/A

Recommendation:
Staff Recommends Approval

Commission Pillar:
Public Safety

Attachments:

1. MOU McAllen TAG





City of McAllen

RGV TAG

TRANSFER OF EQUIPMENT PURCHASED WITH GRANT FUNDS MEMORANDUM OF UNDERSTANDING (MOU) AND POLICY BETWEEN THE CONSTITUENT AGENCIES OF THE TEXAS ANTI-GANG (TAG) CENTER RIO GRANDE VALLEY

March 28, 2023

Addendum To

MEMORANDUM OF UNDERSTANDING BETWEEN THE CONSTITUENT AGENCIES OF THE TEXAS ANTI-GANG (TAG) CENTER RIO GRANDE VALLEY

Purpose.

1. This Addendum amends, modifies, and revises the Memorandum of Understanding Between The Constituent Agencies of the Texas Anti-Gang (TAG) Center Rio Grande Valley;

2. This Addendum sets forth the policies, terms, conditions and understanding between The City of McAllen, State or Federal Funds Recipient and Fiduciary, and the Receiving Jurisdiction/Agency in regard to TRANSFER and RECEIPT of equipment purchased with State and/or Federal grant funds; and

3. Policies herein, including transfer and receipt of equipment, duration, certification, sub-recipient responsibilities, and receiving agency/jurisdiction responsibilities shall apply to transfer and receipt of equipment.

Transfer and Receipt of Equipment.

The City of McAllen, State or Federal Funds Recipient and Fiduciary, and the Constituent Agencies in regard to transfer and receipt of equipment purchased with State and/or Federal grant funds agree that:

This Memorandum of Understanding (MOU) sets forth the terms, conditions and understanding between the City of McAllen, Sub-Recipient, and the City of Brownsville, Receiving Jurisdiction/Agency, in regard to transferring and receiving equipment purchased with State and/or Federal grant funds.

Duration.

This MOU shall become effective upon signature by the authorized officials from each party and may be modified, and/or terminated, upon mutual consent of both authorized officials.

Certification.

This is to certify that the equipment being transferred was acquired by the expenditure of grant funds awarded to the Sub-recipient.

The Receiving Jurisdiction/Agency certifies that they have received a copy of the Grantee Conditions and Responsibilities Memo (Attachment A) and have knowledge of, and are in compliance with the laws, rules and regulations of the grant, including compliance with all state and federal grant eligibility requirements.

The Receiving Jurisdiction/Agency further certifies that they have received a copy of the Sub-Recipient's Grant Award (Attachment B) and agrees to be bound by all the contract covenants and exhibits to the Sub-Recipient's award and any modifications or amendments to that award. Sub-Recipient certifies that all Grant Award documents and amendments are included in Attachment B.

The Sub-Recipient and Receiving Jurisdiction/Agency further certify that they are duly authorized and empowered by their governing body to enter into this agreement.

Transfer and Receipt of Equipment Policy:

Sub-Recipient: The City of McAllen.

Receiving Jurisdiction/Agency (Partner/Participating Agency): City of Brownsville.

Certification Requirements: The receiving entity shall certify that it meets the following requirements.

- Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the Cybersecurity Training Certification for State and Local Governments. A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources Statewide Cybersecurity Awareness Training page.

- Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system. Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

- Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered Funding Announcement: FY23 TAG Page 3 | 4 eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

- Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code. Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the CEO/Law

Enforcement Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2021 or the end of the grant period, whichever is later.

- Eligible applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to https://fedgov.dnb.com/webform).

- Eligible applicants must be registered in the federal System for Award Management (SAM) database located at https://sam.gov/: and

- All law enforcement agencies receiving an award under this grant must agree to comply with TXGANG reporting requirements relating to criminal combinations and criminal street gang activity, as required by Sec. 61.02, Code of Criminal Procedure. Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds

Transfer of Equipment Procedure.

- The Receiving Jurisdiction/Agency shall submit a request for transfer of equipment purchased with State and/or Federal grant funds that is intended for assignment to that participating agency.

- Transfer and Receipt of equipment purchased with State and/or Federal grant funds shall become effective upon signature by the authorized officials of the transfer and receiving partner/participating agency.

- The City of McAllen, State or Federal Funds Recipient and Fiduciary, certifies that the equipment being transferred was acquired by the expenditure of grant funds awarded to the recipient.

- The City of McAllen further certifies that it is duly authorized and empowered by their governing body to enter into this agreement.

- The Receiving Jurisdiction/Agency shall certify that it is duly authorized and empowered by the Receiving Jurisdiction/Agency's governing body to enter into this agreement.

Required partner/participating agency participation under MOU.

- The partner/participating agency has designated a staff person(s) of that agency to the TX RGV TAG Supervisor's Work Group.

- The partner/participating agency has designated a staff person(s) of that agency to the TX RGV TAG as Participating Agency Personnel.

- The partner/participating agency personnel of the Constituent Agencies of the Texas Anti-Gang (TAG) Center Rio Grande Valley shall perform not less than 50% of his/her duties at the Texas Anti-Gang (TAG) Center Rio Grande Valley.

- The partner/participating agency shall use equipment transferred pursuant to this MOU for the use and benefit of all TX RGV TAG participating agencies.

APPENDED ATTACHMENT

TRANSFER OF EQUIPMENT PURCHASED WITH GRANT FUNDS BETWEEN THE CONSTITUENT AGENCIES OF THE TEXAS ANTI-GANG (TAG) CENTER RIO GRANDE VALLEY

Equipment being transferred:

Item Description: See Addendum
Inventory Number:
Serial Number/VIN:
Model Number:
Acquisition Date:
Unit Cost/Fair Market Value:
% of Cost Federally Funded: 100%
Grant Year/Program: TXFY '23
FAIN:
eGrants Grant Number: 3060508

Item Description:
Inventory Number:
Serial Number/VIN:
Model Number:
Acquisition Date:
Unit Cost/Fair Market Value:
% of Cost Federally Funded: 100%
Grant Year/Program: TXFY '23
FAIN:
eGrants Grant Number: 3060508

Item Description:
Inventory Number:
Serial Number/VIN:
Model Number:
Acquisition Date:
Unit Cost/Fair Market Value:
% of Cost Federally Funded: 100%
Grant Year/Program: TX FY '23
FAIN:
eGrants Grant Number: 3060508

Item Description:
Inventory Number:
Serial Number/VIN:
Model Number:
Acquisition Date:
Unit Cost/Fair Market Value:
% of Cost Federally Funded: 100%
Grant Year/Program: TX FY '23
FAIN:
eGrants Grant Number: 3060508

List of Equipment Addendum

Item Description:	L6Q
Inventory Number:	
KIT Number:	60100-601091
SOLAR PANEL SERIAL #:	CK7CD12FBQAH0007
SIM PHONE #:	9564502342
Inventory Number:	
KIT Number:	60100-601202
SOLAR PANEL SERIAL #:	CK7CD12FBQAH0008
SIM PHONE #:	9564502537
Inventory Number:	
KIT Number:	60100-601210
SOLAR PANEL SERIAL #:	CK7CD12FBQAH0012
SIM PHONE #:	9564502887
Inventory Number:	
KIT Number:	60100-601227
SOLAR PANEL SERIAL #:	CK7CD12FBQAH0028
SIM PHONE #:	9564503363
Inventory Number:	
KIT Number:	60100-601252
SOLAR PANEL SERIAL #:	CK7CD12FBQAH0035
SIM PHONE #:	9564503666
Inventory Number:	
KIT Number:	60100-60157
SOLAR PANEL SERIAL #:	CK7CD12FBQAH0038
SIM PHONE #:	9564503756
Inventory Number:	
KIT Number:	60100-601264
SOLAR PANEL SERIAL #:	CK7CD12FBQAH0039
SIM PHONE #:	9564509203
Inventory Number:	
KIT Number:	60100-601267
SOLAR PANEL SERIAL #:	CK7CD12FBQAH0041
SIM PHONE #:	9564509259

Item Description:	L6Q
Inventory Number:	
KIT Number:	60100-601269
SOLAR PANEL SERIAL #:	CK7CD12FBQAH0042
SIM PHONE #:	9564509590

Inventory Number:	
KIT Number:	60100-601270
SOLAR PANEL SERIAL #:	CK7CD12FBQAH0043
SIM PHONE #:	9564509692

Inventory Number:	
KIT Number:	60100-601272
SOLAR PANEL SERIAL #:	CK7CD12FBQAH0044
SIM PHONE #:	9564509926

Inventory Number:	
KIT Number:	60100-601274
SOLAR PANEL SERIAL #:	CK7CD12FBQAH0046
SIM PHONE #:	9565135076

Item Description:	TRAILER - L5M
Inventory Number:	
Trailer Serial Number:	BPD 1
CDM-2-55-L5M Serial #:	17462500114
VLP-5200F Serial #:	S22210240624
Camera VSR-60-925-1 Serial #:	60925-00954
Camera VSR-60-925-2 Serial #:	60925-00959
SIM PHONE #:	9563393056

Item Description:	TRAILER - L5M
Inventory Number:	
Trailer Serial Number:	BPD 2
CDM-2-55-L5M Serial #:	17462500115
VLP-5200F Serial #:	S22210240651
Camera VSR-60-925-1 Serial #:	60925-00952
Camera VSR-60-925-2 Serial #:	60925-00961
SIM PHONE #:	9563393061

Failure to abide by Transfer and Receipt of Equipment MOU.

- Failure to abide by Transfer and Receipt of equipment policy and responsibilities pursuant to this MOU may result in a request by the Sub-recipient to return transferred equipment to the Sub-recipient.

Equipment being transferred:

(Note: When transferring multiple equipment items under this MOU, it is acceptable to append an attachment to this agreement containing the information noted below for each item.)

Item Description: _____

Inventory Number: _____

Serial Number/VIN: _____

Model Number: _____

Acquisition Date: _____

Unit Cost/Fair Market Value: _____

% of Cost Federally Funded: 100%_____

Grant Year/Program: TX FY '23_____

FAIN: _____

eGrants Grant Number: 3060508_____

Sub-recipient Responsibilities:

The Sub-recipient agrees to: Notify receiving jurisdiction/agency of any known modifications to applicable award requirements within 15 business days of receipt.

Receiving Jurisdiction/Partner Agency Responsibilities:

The Receiving Jurisdiction/Agency agrees to:

- Maintain compliance with the requirements of federal and state granting agencies;
- Maintain all aspects of the asset including property records, physical inventory, control system, maintenance procedures, records retention, disposition, and comply with all grant requirements;
- Make available to federal and state granting agencies or the Texas State Auditor's Office, or designees of these agencies, any equipment items and related records upon request;
- Ensure the Sub-recipient, City of McAllen, is notified when pass-through equipment is disposed of by the receiving entity in accordance with 2 CFR 200.313 (e) and the Uniform Grant Management System (UGMS), Subpart C, Section_.32 (e) Disposition;
    - This notification shall be in the form of email or regular mail to the City of McAllen through and including ALL the following persons:
        - Victor Rodriguez, City of McAllen Police Department.
            - vrodriguez@mcallenpd.net
            - 1601 N. Bicentennial Blvd. McAllen, Texas 78501.
        - Yvette M. Balderas, City of McAllen Grants Administration.
            - ybalderas@mcallen.net
            - 1300 Houston Avenue (P.O. Box 220, 78505) McAllen, Texas 78504.
        - Sergio Villasana, City of McAllen Finance Department.

    - svillasana@mcallen.net
    - 1300 Houston Avenue (P.O. Box 220, 78505) McAllen, Texas 78504.
- Ensure the equipment is maintained in good working order;
- Ensure a physical inventory is conducted every 2 years;
- Ensure the equipment is used only as allowable under the grant; and
- Ensure any deployable equipment will be made available during an event requiring a regional, statewide, or national response.

This constitutes the sole, entire, and only agreement between the Constituent Agencies concerning the subject matter and supersedes any prior agreements and understandings, whether written or oral. All prior agreements, discussions, representations, warranties, and covenants are merged and no course of prior dealings, no usage of trade, and no course of performance will be used to modify, supplement, or explain any terms or conditions used in this MOU. There are no warranties, representations, covenants, or agreements, express or implied, between the Constituent Agencies except those expressly set forth in the MOU and addendum. The MOU and addendum may not be amended or changed except by written instrument signed by each Constituent Agency. The invalidity of any portion of this MOU and addendum shall not have any effect on the balance thereof.

It is understood and agreed that each Constituent Agency has reviewed and negotiated the terms and provisions of this MOU and addendum and has had the opportunity to contribute to its revision. Accordingly, the rule of construction that ambiguities are resolved against the drafting party shall not be employed in the interpretation of this MOU and addendums. Rather, the terms of this MOU and addendums shall be interpreted to its fair meaning and not strictly in favor or against either party.

Certified & Agreed by:

_City of McAllen _____
Name of Sub-Recipient

__1601 N. Bicentennial Blvd. _____
Street/Mailing Address, City, County, Zip

_____
Printed Name and Title

_____ _____
Signature Date

Certified & Agreed by:

City of Brownsville
Name of Receiving Jurisdiction/Agency

1001 East Elizabeth Street Brownsville, Texas 78520
Street/Mailing Address, City, County, Zip

John Cowen Jr. , Mayor
Printed Name and Title

_____ _____
Signature Date

Date of Transfer: _____

Sub-Recipient Signature	Receiving Jurisdiction Signature
Printed Name and Title	Printed Name and Title

CITY OF McALLEN

Mayor Javier Villalobos
Mayor Pro Tem/Commissioner Joaquin Zamora
Commissioner Tony Aguirre, Jr.
Commissioner J. Omar Quintanilla

Commissioner Rodolfo "Rudy" Castillo
Commissioner Victor "Seby" Haddad
Commissioner Pepe Cabeza de Vaca
City Manager Roel "Roy" Rodriguez, P.E.

AGENDA
CITY COMMISSION REGULAR MEETING
MONDAY, APRIL 10, 2023 – 5:00 PM
MCALLEN CITY HALL
CITY COMMISSION CHAMBERS; 3RD FLOOR
1300 HOUSTON AVENUE
MCALLEN TEXAS, 78501

https://zoom.us/j/5087553077?pwd=TjduYjR4U2l3cWU1NjlsZzlsM2hJUT09

Members of the public that wish to listen to the meeting can log in to the virtual Zoom meeting or dial (346) 248-7799 US (Houston) Meeting ID: 508 755 3077 Passcode: 878576.

Individuals that wish to participate in the meeting or comment on an agenda item should call (956) 681-1020 by 3:30 pm. Any individual dialing in acknowledges his or her phone number may be visible to the public.

"At any time during the course of this meeting, the City Commission may retire to Executive Session under Texas Government Code 551.071(2) to confer with its legal counsel on any subject matter on this agenda in which the duty of the attorney to the City Commission under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code. Further, at any time during the course of this meeting, the City Commission may retire to Executive Session to deliberate on any subject slated for discussion at this meeting, as may be permitted under one or more of the exceptions to the Open Meetings Act set forth in Title 5, Subtitle A, Chapter 551, Subchapter D of the Texas Government Code."

CALL TO ORDER - Mayor Javier Villalobos
PLEDGE OF ALLEGIANCE - Mayor Javier Villalobos
INVOCATION - Mayor Pro Tem Joaquin Zamora
PRESENTATION - It's Time Texas Community Challenge Award-Xochitl Mora
PROCLAMATION - CDBG Week and Fair Housing Month-Yvette Balderas

AGENDA ITEM PUBLIC COMMENT (Individuals wishing to speak regarding an agenda item on today's agenda, please contact City Secretary before 5:00pm).

1. PUBLIC HEARING:

A) ROUTINE ITEMS: (*All Rezonings and Conditional Use Permits listed under this section come with a favorable recommendation from the Planning & Zoning Commission and will be enacted by one motion. However, if there is opposition at the meeting or a discussion is desired, that item(s) will be removed from the Routine Items section of the agenda and will be considered separately.)*

1. Rezone from R-1 (single-family residential) District to R-3T (multi-family townhouse residential) District: 3.96 acres out of the west one-half (1/2) of the north 20 acres of Lot 3, Block 8, A.J. McColl Subdivision, Hidalgo County, Texas; 1200 East Yuma Avenue. **APPROVED R-3T**

2. Rezone from R-3-T (multi-family townhouse residential) District to C-3 (general business) District: 1.96 acres out of Block 1, Whitewing Addition Unit No. 1, Hidalgo County, Texas; 2600 North 24th Street. **APPROVED C-3**

3. Request of Turbo Lube, for a Conditional Use Permit, for life of use, and adoption of an ordinance, for an automotive service and repair, at Lot 1, Copperfield Estates Phase 1A, Hidalgo County, Texas; 4201 Pecan Boulevard. **APPROVED**

B) **REZONINGS:**

1. Rezone from A-O (agricultural-open space) District to C-3 (general business) District: 33.894 acres consisting of 2.214 acres of Lot 8, McAllen First Citrus Groves Subdivision and 31.68 acres out of Lots 185 and 188, La Lomita Irrigation and Construction Company Subdivision, Hidalgo County, Texas; 2800 South Ware Road. **(WITHDRAWN)**

2. Rezone from A-O (agricultural-open space) District to I-1 (light industrial) District: 63.86 acres consisting of 23.86 acres out of Lot 5, Block 1 and all of Lot 6, Block 1, Rio Bravo Plantation Company Subdivision, Hidalgo County, Texas; 3500 South Ware Road. **(WITHDRAWN)**

C) **CONDITIONAL USE PERMITS:**

1. Request of La Tambora Sinaloense LLC, for a Conditional Use Permit, for one year, and adoption of an ordinance, for a Bar, at Lot 12, Mejia Subdivision Unit No. 1, Hidalgo County, Texas; 2022 Nolana Avenue. **APPROVED**

2. Request of Melissa Burton, for a Conditional Use Permit, for life of the use, and adoption of an ordinance, for a Dog Kennel at a1.00 acre tract of land out of the south 19.39 acres of Lot 387, John H. Shary Subdivision, Hidalgo County, Texas; 6820 North Taylor Road. **(TABLED) REMOVED FROM TABLE AND APPROVED**

D) Amending the Zoning Ordinance of the City of McAllen. **ADOPTED**

END OF PUBLIC HEARING

2. **CONSENT AGENDA:** *(All matters listed under Consent Agenda are considered to be routine by the Governing Body and will be enacted by one motion. There will be no separate discussion of these items; however, if discussion is desired, that item(s) will be removed from the Consent Agenda and will be considered separately.)*

A) Approval of Minutes for Workshop and Regular Joint Meetings held March 27, 2023. **APPROVED**

B) Ordinance providing for a budget amendment to add a new position at Champion Lakes Golf Course. **ADOPTED**

C) Consideration and Approval of Change Order No. 4 & Final for MYBC Parking Lot Project. **APPROVED**

D) Consideration and Authorization of a contract amendment to sunset the contract with the McAllen Chamber of Commerce for the American Rescue Plan Act (ARPA) Small Business Program. **APPROVED**

E) Resolution to authorize the submission of a grant application to the Office of the Attorney General of Texas, Crime Victim Services Division, for funding under the Fiscal Years 2024-2025 Victim Coordinator and Liaison Grant Program. **APPROVED**

F) Consideration and Approval of Transfer of Equipment Purchased with Grant Funds Memorandum of Understanding and Policy between the Constituent Agencies of the Texas Anti-Gang Center Rio Grande Valley. **APPROVED**

G) Consideration and Approval of Interlocal Cooperation for the continued operation of the Texas Transnational Intelligence Center (TTIC). **APPROVED**

H) Award of Contract for City of McAllen Employee Basic Life, Voluntary Life and Disability Plans. **AWARDED TO LINCOLN FINANCIAL**

I) Award of Contract for City of McAllen Employee Dental Plan. **AWARDED TO DELTA DENTAL**

J) Award of Contract for City of McAllen Employee Vision Plan. **AWARDED TO DAVIS VISION**

K) Discussion and Possible action to Approve Delinquent Tax Service Agreement with Linebarger Goggan Blair & Sampson, LLP. **APPROVED**

L) Discussion and possible action to Approve Resolution regarding Linebarger Goggan Blair & Sampson, LLP Delinquent Tax Service Agreement pursuant to Tex. Gov't Code Section 2254.1036 and Notice Provided to the Public for legal services necessary to collect delinquent property taxes. **APPROVED**

M) CONSENT COOP PURCHASES

1. Award of Contract for the Purchase of one (1) current year model roll-off refuse truck through cooperative pricing. **AWARDED TO CHASTANG ENTERPRISES, INC.**
2. Award of Contract for Library A/V Upgrades through BuyBoard. **AWARDED TO AISYS CONSULTING, LLC**

N) Approval of Tax Refunds over $500.00. **APPROVED**

1. Adryca Properties LLC (2 refunds)
2. Autozone Parts Inc.
3. Bam River Valley LP
4. Chic Fil A Inc.
5. Costco Wholesale Logistics #4087
6. Kare Landholdings LLC
7. LKQ Central Inc.
8. McAllen GSA LLC
9. McAllen TX I MG LLC
10. North Villa Cantera LLC
11. Gillespie, Jon H
12. Mahler, Robert W & Guadalupe
13. Martinez, David A Jr. & Maria J
14. Huntington National Bank
15. Lereta LLC
16. Wonderful Citrus Packing LLC

3. **BIDS/CONTRACTS:**

A) Consideration and Approval of License Agreement for the Installation of a Private Storm Line Across City Right-of-Way. **APPROVED**

B) Consideration and Approval of Developer's Contract for Participation in the Roadway Expansion of Freddy Gonzalez Road between 23rd Street and 25th Street. **APPROVED**

C) Consideration and approval of Change Order No. 2 for the Quince Avenue & 27th Street Drainage Improvements. **APPROVED**

D) Consideration and Approval of Change Order No. 2 for the McAllen-Hidalgo International Bridge Pedestrian Improvements. **APPROVED**

E) Consideration and Approval of Change Order No. 6 for Parks and Recreation Administration. **APPROVED**

F) Award of Contract for the McAllen Convention Center HVAC Upgrades. **AWARDED TO CLIMATEC MERGING BUILDINGS & TECHNOLOGY**

G) Award of Contract for the Champion Lakes Golf Course Erosion Control Project. **AWARDED TO 4MA CONSTRUCTION, LLC**

H) Award of Contract for Champions Lake West Bridge Repairs. **AWARDED TO JJ BUILDS**

I) Award of Contract for the High Density Mineral Bond Pavement Preservation Project. **AWARDED TO ANDALE CONSTRUCTION INC.**

J) Award of Contract for raised Median Pavers and Landscaping FM 2220 from SH 107 to Monte Cristo Road. **TABLED**

K) Award of Contract for the Purchase and Delivery of Three (3) New 2023 Police Motorcycles. **AWARDED TO JIMENEZ MOTORSPORTS LLC DBA RGV CYCLES**

4. **ORDINANCES:**

A) Consideration and Approval of an ordinance updating the City's fireworks regulations. **ADOPTED**

B) Ordinance Providing for a Budget Amendment in the General Depreciation Fund for the Purchase of Three (3) Police Motorcycles (EC2315). **ADOPTED**

5. **RESOLUTIONS:**

A) Resolution to Authorize Land Acquisition of Dove Avenue Improvements -Bentsen Road to 41st Street -Pride O' Texas, Lot 238. **APPROVED**

B) Resolution to Authorize Land Acquisition for Dove Avenue Improvements -Bentsen Road to 41st Street -Blossom Ridge, Lot 47. **APPROVED**

6. **MANAGER'S REPORT:**

A) Consideration of a Roundabout at 33rd Street and Oxford Avenue. **APPROVED**

B) Immigration and Respite Center Report. **REPORT ONLY**

C) Future Agenda Items. **RANCHO RD. RDF PARK, JUNE 12TH DATE PALM VALLEY ANIMAL SHELTER**

7. **TABLED ITEM(S):**

A) Consideration and Approval of a license agreement to allow a fence and existing palm trees on City Right-of-Way at the proposed Olive Grove Estates Subdivision, Hidalgo County, Texas; 3900 Lark Avenue. **WITHDRAWN**

8. **EXECUTIVE SESSION, CHAPTER 551, TEXAS GOVERNMENT CODE, SECTION 551.071 (CONSULTATION WITH ATTORNEY), SECTION 551.072 (DELIBERATION REGARDING REAL PROPERTY), SECTION 551.074 (PERSONNEL MATTERS) AND SECTION 551.087 (ECONOMIC DEVELOPMENT).**

A) Consultation with City Attorney regarding Appeal of Attorney General Ruling. (Section 551.071, TGC) **AUTHORIZED THE CITY ATTORNEY TO FILE THE LAWSUIT DESCRIBED IN EXECUTIVE SESSION**

B) Consultation with City Attorney regarding possible condemnation of a 313 sq. ft. tract out of Lot 47, Blossom Ridge Subdivision. (Section 551.071, TGC) **BY RECORD VOTE – RECOMMEND CITY COMMISSION ENTERTAIN A MOTION WHEREBY THE CITY COMMISSION MOVES THAT THE CITY OF MCALLEN AUTHORIZE THE USE OF THE POWER OF EMINENT DOMAIN TO ACQUIRE THE FOLLOWING PARCEL OF LAND: A 313 SQUARE FOOT TRACT OF LAND, MORE OR LESS, SITUATED IN THE CITY OF MCALLEN, HIDALGO COUNTY, TEXAS BEING A PART OR PORTION OF LOT 47, BLOSSOM RIDGE SUBDIVISION, MAP REFERENCE: VOLUME 42, PAGE 174, HIDALGO COUNTY MAP RECORDS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON THE PRESENTED EXHIBIT "A" ATTACHED TO THE RESOLUTION AND INCORPORATED HEREIN FOR ALL PURPOSES AND PRESENTED TO THE CITY COMMISSION, SAVE AND EXCEPT ALL OIL, GAS, MINERAL AND SULFUR RIGHTS AND MADE PART HEREOF FOR ALL PURPOSES FOR THE UTILITY CONNECTIONS IN MCALLEN, TEXAS, AND OTHER NECESSARY AND RELATED PUBLIC PURPOSE**

C) Consultation with City Attorney regarding possible condemnation of a 313 sq. ft. tract out of Lot 238, Pride O' Texas Subdivision. (Section 551.071, TGC) **BY RECORD VOTE – RECOMMEND CITY COMMISSION ENTERTAIN A MOTION WHEREBY THE CITY COMMISSION MOVES THAT THE CITY OF MCALLEN AUTHORIZE THE USE OF THE POWER OF EMINENT DOMAIN TO ACQUIRE THE FOLLOWING PARCEL OF LAND: A 313 SQUARE FOOT TRACT OF LAND, MORE OR LESS, SITUATED IN THE CITY OF MCALLEN, HIDALGO COUNTY, TEXAS BEING A PART OR PORTION OF LOT 238, PRIDE O'TEXAS SUBDIVISION, MAP REFERENCE: VOLUME 5, PAGES 58-59, HIDALGO COUNTY MAP RECORDS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON THE PRESENTED EXHIBIT "A" ATTACHED TO THE RESOLUTION AND INCORPORATED HEREIN FOR ALL PURPOSES AND PRESENTED TO THE CITY COMMISSION, SAVE AND EXCEPT ALL OIL, GAS, MINERAL AND SULFUR RIGHTS AND MADE PART HEREOF FOR ALL**

PURPOSES FOR THE UTILITY CONNECTIONS IN MCALLEN, TEXAS, AND OTHER NECESSARY AND RELATED PUBLIC PURPOSE

D) Consideration of Economic Development Matters. (Section 551.087, T.G.C.) **AUTHORIZED THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE THE ECONOMIC DEVELOPMENT INCENTIVES DESCRIBED IN EXECUTIVE SESSION**

E) Consultation with City Attorney regarding legal issues with contract. (Section 551.071, T.G.C) **AUTHORIZED THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE THE CONTRACT ISSUES DESCRIBED IN EXECUTIVE SESSION**

ADJOURNMENT

IF ANY ACCOMMODATION FOR A DISABILITY IS REQUIRED (OR INTERPRETERS FOR THE DEAF), NOTIFY THE CITY SECRETARY'S DEPARTMENT AT 681-1020 FORTY-EIGHT (48) HOURS PRIOR TO THE MEETING DATE. WITH REGARD TO ANY ITEM, THE BOARD OF COMMISSIONERS MAY TAKE VARIOUS ACTIONS INCLUDING BUT NOT LIMITED TO RESCHEDULING AN ITEM IN ITS ENTIRETY FOR A FUTURE DATE OR TIME.

CERTIFICATION

I, the Undersigned Authority, do hereby certify that the attached agenda of the meeting of the McAllen Board of Commissioners is a true and correct copy and that I posted a true and correct copy of said notice on the bulletin board in the Municipal Building, a place convenient and readily accessible to the general public at all times, and said Notice was posted on April 7, 2023 at 10:45 AM and will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.

/s/
Perla Lara, TRMC/CMC, CPM
City Secretary

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Lupe Granado, Finance Director
Date:	Tuesday, July 11, 2023
Agenda #:	Consideration and **ACTION** to approve a 180-day extension for contract BDS-52-0717 for depository services. (Financial Services)

Summary:
The City is currently working on the selection of a new bank depository services contract with a vendor. In order to have enough time to complete the selection process and the transition plan from one bank to another, the City needs to extend its current contract, with its current depository Bank (PNC BANK), which they have agreed to extend with all terms and conditions in the current contract to a date no later than December 30, 2023. The extension allows either party to terminate with 30 days prior written notice.

We are requesting that the City Commission approve a 180-day extension of our current Contract BDS-52-0717.

Project Scope and Analysis:
PNC Bank will continue to provide depository services to the city under an amendment that extends services for an additional 180-day extension.

Funding:

Source: N/A

Amount:

Local Contribution if Applicable:

Recommendation:
Finance staff recommends approval. The City Attorney's Office has reviewed the amendment and has approved it as to form and legality.

Commission Pillar:
Governance

Attachments:

1. Bank Depository extension
2. BDS-52-0717- Third Amendment-180 days signed GG
3. BBVA Original contract

180-day extension for contract BDS-52-0717 for depository services

The City is currently working on the selection of a new bank depository services contract with a vendor.

In order to have enough time to complete the selection process and the transition plan from one bank to another, the City needs to extend its current contract, with its current depository Bank (PNC BANK), which they have agreed to extend with all terms and conditions in the current contract to a date no later than December 31, 2023.

We are requesting that the City Commission approve a 180-Day extension of our current Contract BDS-52-0717.

City of Brownsville
Purchasing & Contract Services Department

Second Amendment to Term Contract for Depository Services for the City of Brownsville
Agreement BDS-52-0717

This **THIRD AMENDMENT** ("Amendment") to the Contract for Depository Services Agreement #BDS-52-0717 ("Agreement") by and between The City of Brownsville ("City"), a Texas municipal corporation, and PNC Bank, National Association ("PNC Bank, N.A.") ("Consultant"), is entered into after approval by City Commission and/or City Manager, and as to the last party to sign the Amendment as dated below (the "Effective Date"). City and Consultant are collectively referred to as the "Parties".

WHEREAS, the City and Consultant now desire to amend the Agreement as stated herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, the parties hereby agree as follows:

The extension of the contract will be from June 30, 2023, through December 30 2023.

Initial Contract term, renewals, and extensions:

- The initial contract period was from September 7, 2017 through September 30, 2022.
- Amendment #1 issued an extension from September 30, 2022 through December 30,2022
- Amendment #2 issued an extension from December 30, 2022 through June 30, 2023

These services shall be in accordance with the Agreement. Either Party May terminate this Agreement with not less than 30 days written notice.

Except as amended herein, the terms and conditions of the Agreement between City and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, City and Contractor have executed this First Amendment to the Agreement as of the date last written below.

PNC Bank, National Association

By: _____

Date: July 6, 2023

City of Brownsville, Texas

By:_____
Mayor, City of Brownsville

Date: _____

APPROVED AS TO FORM
AND LEGALITY

_____
Guillermo (Will) S. Trevino
City Attorney
City of Brownsville, Texas

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PUBLIC FUNDS DEPOSITORY SERVICES AND COLLATERAL SECURITY AGREEMENT

This Public Funds Depository Services and Collateral Security Agreement (together with any addenda and exhibits hereto, this "Agreement") is entered into as of September 7, 2017 (the "Effective Date") by and between the **City of Brownsville,Texas** ("Depositor") , and **Compass Bank**, an Alabama banking corporation d/b/a BBVA Compass ("Bank").

Recitals

A. Depositor is a governmental entity or public corporation with the power under applicable laws to deposit its funds in depository institutions.

B. Funds on deposit with Bank to the credit of Depositor are required to be secured as and to the extent provided for by applicable state or federal law (as more particularly described in Section 1 below and **Addendum I** hereto, the "Public Funds Law").

C. The parties desire to enter into this Agreement in order to (i) evidence Depositor's security interest in collateral assets pledged by Bank from time to time to secure its Depositor's deposits and (ii) memorialize their agreement with respect to services and other arrangements affecting Depositor's accounts in accordance with the City's Request for Proposal for Depository Services RFP #BDS-52-0717.

Now, therefore, in consideration of the foregoing Recitals and the mutual covenants and other agreements contained in this Agreement, the parties agree as follows:

1. Designation of Bank as Depository. Depositor represents and warrants that the statements in Recitals A and B above are true and correct and that its public funds on deposit with Bank are required to be secured pursuant to the Public Funds Law identified on **Addendum I** to this Agreement, and that Depositor has taken any and all requisite action, including but not limited to any and all action required by the Public Funds Law, to designate Bank as a qualified depository of Depositor's public funds.

2. Services Provided to Depositor. Bank agrees to provide those services listed in **Addendum II** to this Agreement (including any exhibit thereto), subject to the terms and conditions of this Agreement. Except as expressly provided in such **Addendum II**, services rendered to Depositor by Bank (whether under this Agreement or otherwise) shall be subject to Bank's Treasury Management Services Agreement, Bank's Non-Consumer Deposit Account Agreement, and such other agreements, policies, and procedures as may apply to such services by agreement of the parties, as all of the foregoing are in effect from time to time (collectively, "Services Procedures and Documentation").

3. Grant of Security Interest in Favor of Depository; Permissible Collateral. To secure the deposits maintained by Depositor with Bank from time to time, Bank hereby pledges and grants to Depositor a security interest in those Bank assets which are at any time held by the Custodian (as hereinafter defined) for the benefit of Depositor in accordance with the terms of this Agreement, including but not limited to any such assets consisting of Additional Collateral or Substitute Collateral as hereinafter defined (together with any other asset or obligation posted to secure such deposits, collectively, the "Collateral"). The Collateral pledged or delivered hereunder shall be of the type described in **Addendum I** hereto under the heading "Permissible Assets for Bank to Pledge as Collateral." Depositor represents, warrants, and covenants that any and all types of Collateral permitted or required under this Agreement are consistent with the requirements of the Public Funds Law and the

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collateral, investment, and other policies applicable to Depositor. Bank acknowledges that Custodian has agreed to accept and hold Collateral as custodian as security for Bank's obligations secured pursuant to this Agreement.

4. Custodian. During the term of this Agreement, Bank shall deposit Collateral that consists of securities with one or more of the following (the "Custodian," whether one or more), as selected by Bank in its discretion: (a) a Federal Reserve Bank; (b) a Federal Home Loan Bank; or (c) a bank or other financial institution that is eligible to serve as custodian for public funds collateral under the Public Funds Law. Depositor acknowledges that it has approved each of the foregoing types of entities as permissible custodians for its public funds and agrees to provide any further evidence as may be requested by Bank from time to time in order to confirm Depositor's approval of the Custodian. Depositor agrees to provide to Custodian, promptly upon any request of Bank or Custodian, instructions required or requested by Bank or Custodian to perform actions consistent with the terms and requirements of this Agreement. Depositor agrees to be bound by any requirements or conditions established by Custodian, even if such requirements or conditions are more restrictive than those imposed under this Agreement.

5. Receipts. Bank shall request Custodian to issue safekeeping or trust receipts describing the Collateral consisting of securities held by the Custodian and promptly forward copies of same to Depositor. Such safekeeping or trust receipts which are furnished to Depositor by Custodian from time to time shall be deemed a part of the Collateral.

6. Required Collateral Value. It is the intention of the parties that the total market value of the Collateral securing deposits maintained hereunder by Depositor with Bank (the "Collateral Value") will be an amount (the "Required Collateral Value") equal to that percentage (the "Required Collateral Percentage") of the amount of such deposits to the extent required to be collateralized under the Public Funds Law, it being understood that for purposes of determining the Required Collateral Value and the Collateral Value the amount of deposits shall be deemed reduced to the extent provided in the Public Funds Law including any reduction for amounts insured by the United States or an instrumentality thereof. Depositor hereby represents and warrants that the Required Collateral Value is the percentage so specified on **Addendum I**.

7. Mark to Market; Maintenance of Collateral Value.

(a) Bank will reevaluate the market value of the Collateral periodically in accordance with its regular practices and promptly deliver or deposit with Custodian, for the benefit of Depositor, additional obligations or assets ("Additional Collateral") as may be necessary to maintain the Required Collateral Value. In no event shall Bank be required to deliver or maintain, or to deposit or maintain on deposit with the Custodian, Collateral with a value in excess of the Required Collateral Value, and Bank shall be authorized to effect a withdrawal, release and return of Collateral (in each case, a "Collateral Release") from time to time, without prior notice to Depositor or consent of Depositor, in order to reduce the Collateral Value to an amount not less than the Required Collateral Value. In the case of any letter of credit delivered to Depositor as Collateral that is not held by the Custodian, Bank may initiate a Collateral Release by requesting Depositor to return such Collateral.

(b) So long as Bank shall maintain Collateral for Depositor's benefit with a Collateral Value at least equal to the Required Collateral Value, Bank shall be entitled from time to time to deposit with the Custodian, or otherwise deliver in accordance herewith, assets or obligations permitted to serve as Collateral hereunder ("Substitute Collateral") in substitution for previously-delivered Collateral (any such substitution, a "Collateral Substitution") and effect a Collateral Release with respect to such previously-delivered Collateral. Depositor agrees to promptly provide any written consents, authorizations and instructions and any forms, agreements and other documents, and take such other

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actions, as may be requested by Bank or Custodian in furtherance of any Collateral Release or Collateral Substitution or any other withdrawal, transfer, release or return provided for herein.

(c) Any Collateral Release and any Collateral Substitution authorized under the provisions of this Agreement or otherwise consented to by Depositor shall, without further notice or action on the part of any person or entity, have the effect of automatically terminating the security interest granted in this Agreement with respect to such designated assets, but only with respect to the assets that are subject to the applicable Collateral Release or for which other Collateral is substituted as part of the Collateral Substitution (as applicable). Custodian shall have no further liability to Depositor with respect to those assets withdrawn upon a Collateral Release or Collateral Substitution authorized under this Agreement.

8. Income on Collateral Assets. Bank shall be entitled to the income and distributions in respect of the Collateral (other than Collateral consisting of letters of credit issued for the benefit of Depositor), and Custodian shall, at the direction of Bank from time to time, dispose of such income and distributions as directed by Bank, without approval of Depositor. Any such disposition shall be free and clear of the security interest granted hereunder.

9. Default and Remedies. If Bank fails at any time to pay and satisfy, when due, any check, draft, or voucher lawfully drawn against any deposit or becomes insolvent or materially breaches this Agreement, Depositor shall give written notice of same to Bank, and Bank shall have 21 days after the receipt of such notice to cure same. In the event Bank fails to cure any default within such period, Depositor shall be entitled to exercise all rights and remedies afforded to Depositor as a secured party under the Uniform Commercial Code as in effect in the state referenced in **Addendum I** hereto (the "State") and, in conjunction therewith, to issue instructions to Custodian to relinquish possession of so much of the Collateral held by the Custodian as may be necessary to cure such default. In such event, Depositor shall also have the right to make one or more draws under Collateral consisting of letters of credit to the same extent. In exercising its rights in and to the Collateral, or any part thereof, Depositor must act in a commercially reasonable manner. Depositor shall account to Bank for any unliquidated Collateral and for any proceeds received from any sale or liquidation of any Collateral and other sums received in respect of Collateral to the extent not necessary to cure the default. Any permitted sale of Collateral by Depositor may be either at public or private sale; provided, however, Depositor shall give Bank at least 10 days' prior written notice of the time and location where such sale shall take place, and such sale shall be to the highest bidder for cash. Depositor and Bank each shall have the right to bid at such sale.

10. Authorization and Records. Bank has duly authorized the pledge of Bank assets to collateralize deposits maintained by public funds depositors and has authorized the undersigned Bank officer to enter into, execute and deliver to public funds depositors collateral pledge or security agreements on behalf of Bank and to take all action which may be necessary or appropriate to perform Bank obligations under such agreements. Bank shall maintain this Agreement among its official records continuously until such time as this Agreement is terminated and all deposits of Depositor have been paid. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

11. Authorized Representative; Depositor Agreements. During the term of this Agreement, Depositor will designate the officer or officers who singularly or jointly will be authorized to represent and act on behalf of Depositor in any and all matters of every kind arising under this Agreement and provide written notice thereof to Bank. The Services Procedures and Documentation are incorporated into this Agreement for all purposes; however, to the extent that any provision in the Services Procedures and Documentation conflicts with any provision of this Agreement, this Agreement will control.

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12. Notices. All notices and other communications to a party under this Agreement shall be in writing and shall be sent by first-class certified or registered United States mail, postage prepaid, return receipt requested, by nationally-recognized overnight courier, or by personal delivery, in all cases with charges prepaid, to the address that follows for such party or, if such party shall have notified the other party hereto of a substitute address in accordance herewith, to the most recent substitute address so notified to it:

If to Depositor: City of Brownsville
Attn: Charlie Cabler
1001 E. Elizabeth St.
Second Floor
Brownsville, TX 78520

If to Bank: BBVA Compass
Attn: Gina Lobato
3900 N. 10th Street
Second Floor
McAllen, TX 78501

13. Term. The term of this Agreement shall be 5 years from the Effective Date, ending September 30, 2022.

14. Termination. Notwithstanding the provisions of the foregoing paragraph, either Depositor or Bank may terminate this Agreement (i) upon 30 days' advance written notice to the other party]/[for cause, upon written notice to the other party, or (ii) if the transactions contemplated hereby shall be prohibited by law or regulation, upon written notice to the other party; provided, however, that in the case of any such termination or the expiration of this Agreement, the terms of this Agreement shall continue to apply to all transactions entered into, and all deposits (including but not limited to time deposits) made by Depositor, prior to such termination or expiration. For purposes of this Agreement, the term "cause" shall include, without limitation, breach of the Agreement or the Services Procedures and Documentation, or any other circumstance under which the relationship between Bank and Depositor would be terminable pursuant to applicable law or Bank's internal policies.

15. Entire Agreement; Amendments; Interpretation. This Agreement (including the addenda and any exhibits attached hereto, each of which is incorporated into and deemed to be a part of this Agreement), together with the Services Procedures and Documentation, constitutes the entire agreement of the parties hereto and thereto with respect to the subject matter hereof and supersedes all prior and contemporaneous representations, statements, and agreements, whether written or oral. The terms and provisions of this Agreement may not be amended, altered, or waived except by mutual written agreement. In the event of any inconsistency between the provisions of this Agreement and the Services Procedures and Documentation, the provisions hereof shall prevail over the provisions to the extent that it is not otherwise possible to give effect hereto and thereto.

16. Miscellaneous. Except as otherwise provided by law, this Agreement and all accounts are governed by the laws of the State and applicable federal laws and regulations in effect from time to time. If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable for any reason, such holding shall not invalidate or render unenforceable any other provisions of this Agreement. To the extent permitted by applicable law, the parties hereto waive any provision of law which prohibits or renders unenforceable any provision hereof, and to the extent that such waiver is not permitted by applicable law, the parties intend that such provision be

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interpreted as modified to the minimum extent necessary to render such provision enforceable. This Agreement shall be binding upon and inure to the benefit of Depositor and Bank and their respective successors and permitted assigns. Any and all section, subsection, paragraph, subparagraph and other headings in this Agreement are included for convenience of reference only and shall not be given any substantive effect. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all such executed counterparts shall constitute but one and the same agreement.

[Signature page follows.]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

City of Brownsville, Texas
Purchasing & Contracting Department
Reviewed and Approved
By:
Date: 9/6/2017

DEPOSITOR:

CITY OF BROWNSVILLE, TEXAS

By: _____

Name: Charlie Cabler

Title: City Manager

BANK:

COMPASS BANK

By: _____

Name: Gina Lobato

Title: Senior VP, Deposit Services Relationship Manager

"Approved as to Form and Legality
This 6 day of SEPT 2017
T SAMPECK
Title ASST CITY ATTY
Office of the Brownsville City Attorney"

[Signature page to Public Funds Depository Services and Collateral Security Agreement]

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ADDENDUM I
TO PUBLIC FUNDS DEPOSITORY SERVICES AND
COLLATERAL SECURITY AGREEMENT

Criteria for Collateral Securing Deposits

Name of Depositor: City of Brownsville

State: Texas

Public Funds Law: Public Funds Collateral Act, Texas Government Code §§ 2257.001 *et seq.*, as in effect as of the date hereof

Required Collateral Value: 105%

Permissible Assets for Bank to Pledge as Collateral:

- Federal Home Loan Bank letter(s) of credit
- To the extent Bank so elects, securities of a type and nature sufficient to satisfy the requirements of the Public Funds Law

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ADDENDUM II
TO PUBLIC FUNDS DEPOSITORY SERVICES AND
COLLATERAL SECURITY AGREEMENT

Additional Terms and Conditions; Description of Services

Services.

Services are listed in Exhibit A to this addendum.

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Exhibit A to Addendum II

Schedule Of Services

Monthly Average based on a 12 Month Period

SERVICE CODE	AFP CODE	DESCRIPTION	UNIT PRICE	VOLUME (12-Month Period)	SERVICE CHARGE
22051	01 0000	ACCOUNT MAINTENANCE-CHEXSTOR	N/A	1.00	0.00
22404	01 0010	**ACCT MAINTENANCE** CHEXSTOR-PLUS	8.00	624.00	4,992.00
34335	25 1053	ACH CEO FRAUD FILTER REVIEW - ITEM	1.00	39.00	39.00
34333	25 1050	ACH CEO FRAUD FILTER REVIEW MO BASE	5.00	625.00	3,125.00
ES237	25 0710	ACH FAX SERVICE	6.00	44.00	264.00
ES206	25 0120	ACH ORIGINATED ADDENDA REC	0.02	2,920.00	58.40
34377	25 0000	ACH PAYMENTS BASE FEE	10.00	40.00	400.00
ACH1D	25 0102	ACH PAYMENTS ONE DAY ITEM	.05	585.00	29.25
ES803	25 0500	ACH PAYMENTS ONLINE BATCH RELEASE	5.00	184.00	920.00
ACHYD	25 0102	ACH SAME DAY ITEM	1.05	2.00	2.10
ACH2D	25 0102	ACH PAYMENTS TWO DAY ITEM	0.05	41,046.00	2,052.30
ES344	25 0202	ACH RECEIVED ITEM	.10	8,041.00	804.10
6504	25 0302	ACH RETURN ADMIN -MANUAL	5.00	18.00	90.00
ES361	25 0642	ACH REVERSAL ITEM	5.00	2.00	10.00
12687	20 9999	ARP AGED ISSUE RECORDS ON FILE-ITEM BBVA does not charge for Aged Issued items	N/A	26,653.00	0.00
12377	20 0201	ARP FULL RECON-ITEM	0.03	17,101.00	513.03
12060	20 0010	ARP MONTHLY BASE - FULL	30.00	36.00	1,080.00
12061	20 0020	ARP MONTHLY BASE - PARTIAL	20.00	12.00	240.00
34421	40 0272	ARP STMTS & RPTS (CSV/EXCEL) / ITEM	N/A	73,348.00	
34420	40 0052	ARP STMTS & RPTS (CSV/EXCEL) BASE- Per Output File	5.00	36.00	180.00
CK672	01 0630	BANK CONFIRMATION AUDIT REQUEST BBVA uses a Third Party Vendor for Audit Confirmation		1.00	
8052	10 0000	BRANCH/STORE/NIGHT DROP DEPOSIT	.20	786.00	157.20
8062	10 0015	CASH DEP/$1 VERIFY IN CASH VAULT T1 Fee Per $100	.05	5,622,843.00	2811.40
8063	10 0015	CASH DEP/$1 VERIFY IN CASH VAULT T2	.05	8,010.00	4.00
8064	10 0015	CASH DEP/$1 VERIFY IN CASH VAULT T3 Fee Per $100	.05	9,857.00	4.95
8066	10 0015	CASH DEP/$1 VERIFY IN CASH VAULT T4 Fee Per $100	.05	27,900.00	13.95
CK161	10 0000	CASH DEPOSITED IN BRANCH/STORE	0.0020	192,325.00	384.65
CK141	10 0048	CASH ORDERED IN BRANCH/STORE (**BBVA Charges per rolled coins and Straped Currency) See below for pricing**		73,860.00	
		Full Strapped Currency	0.0		
		Partially Strapped Currency	0.0		
		Rolled Coins	0.0		
8132	10 0100	CASH VAULT MONTHLY BASE	N/A	20.00	0.00

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SERVICE CODE	AFP CODE	DESCRIPTION	UNIT PRICE	VOLUME (12-Month Period)	SERVICE CHARGE
34285	25 0703	CEO ACH HYP ITM DET INQ - PER ITEM	N/A	235.00	0.00
34350	20 0305	CEO ARP STMT & RPTS MONTHLY BASE	N/A	48.00	0.00
46100	40 0002	CEO BASIC BANKING - MONTHLY BASE	5.00	12.00	60.00
46102	40 0002	CEO BASIC BANKING ADDL ACCT-MO BASE	5.00	613.00	3,065.00
34123	40 02ZZ	CEO EVENT MESSAGING SERVICE - EMAIL	0.00	1,935.00	0.00
12812	15 1352	CEO IMAGE VIEW < 90 DAYS - ITEM	0.00	869.00	0.00
12815	15 1352	CEO IMAGE VIEW > 90 DAYS - ITEM	0.00	91.00	0.00
34235	10 0410	CEO RETN ITEM SUBSCRIPTION PER ACCT	N/A	12.00	0.00
34237	10 0410	CEO RETN ITEM SUBSCRIPTION PER ITEM	1.25	395.00	493.75
CK062	10 0414	CEO RETURN ITEM RETRIEVAL-IMAGE	.05	54.00	2.70
CK064	10 0414	CEO RETURN ITEM SERVICE MTHLY BASE	5.00	144.00	720.00
27707	15 0400	CEO SEARCH	0.00	1,436.00	0.00
34212	40 0340	CEO WIRE INQUIRY DETAIL - PER ITEM	0.00	47.00	0.00
22225	15 0240	CHECK CASHING THRESHOLD MO BASE	N/A	493.00	0.00
22245	15 0240	CHECKS PAY TO INDIV BLOCK MO BASE	N/A	493.00	0.00
CK771	10 0000	COIN BAG DEPOSIT IN BRANCH/STORE	2.25	767.00	1725.75
8173	10 0100	CV CASH ONLY OR CHECK ONLY DEPOSIT	0.20	1,085.00	217.00
22202	15 0100	DDA CHECKS PAID	.15	17,271.00	2590.65
CK049	01 0310	DDA STATEMENT - PAPER	5.00	12.00	60.00
CK021	01 0100	DEBITS POSTED	.15	2,771.00	415.65
8172	10 0500	DEP CORRECTION NIGHT DROP	2.50	3.00	7.50
12707	10 0610	DEPOSIT LOCATION REPORTING - ITEM	0.00	7,319.00	0.00
2	10 0223	DEPOSITED CHECKS	.10	13,168.00	1316.80
1	10 0220	DEPOSITED CHECKS - ON US	.08	2,494.00	199.52
15007	01 0101	DESKTOP DEPOSIT CREDIT POSTED	0.20	819.00	163.80
15017	40 0003	DESKTOP DEPOSIT MONTHLY BASE	20.00	36.00	720.00
706	10 0224	DESKTOP DEPOSIT-NON WFARGO DEP ITEM	.12	3,281.00	393.72
701	10 0220	DESKTOP DEPOSIT-WFARGO DEPOSIT ITEM	.12	603.00	72.36
CK018	25 0201	ELECTRONIC CREDITS POSTED	.10	10,823.00	1,082.30
8611	10 0199	EXPANDED NETWORK CURRENCY DEPOSITED	.05 per $100	1,036,776.00	518.35
8614	10 0111	EXPANDED NETWRK COIN DEP-PART/MIXED Fee Per $100	.05	1,529.00	.75
22235	15 0240	OTC DEBIT BLOCK MONTHLY BASE	N/A	570.00	
DS191	15 0122	PAYEE VALIDATION STANDARD-ITEM	N/A	16,701.00	
CK197	10 0048	PER CHANG ORDER FEE IN BRANCH/STORE	3.00	952.00	2856.00
12908	15 0310	POS PAY CHECKS WITH NO ISSUE RECORD	1.00	84.00	84.00
34336	15 0723	POSITIVE PAY EXCEPTION - CEO IMAGE	.00	232.00	0.00
12505	15 0129	POSITIVE PAY EXCEPTION CHECKS RETND	1.00	13.00	13.00
12903	20 0399	POSITIVE PAY EXCEPTIONS - ITEM	1.00	243.00	243.00
12907	15 0030	POSITIVE PAY MONTHLY BASE With Acct Recon	5.00	36.00	180.00
12682	15 0120	POSITIVE PAY ONLY - ITEM	.05	308.00	15.40

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SERVICE CODE	AFP CODE	DESCRIPTION	UNIT PRICE	VOLUME (12-Month Period)	SERVICE CHARGE
12681	15 0030	POSITIVE PAY ONLY MONTHLY BASE Without Acct Recon	10.00	77.00	770.00
22723	10 0000	POST VERIFY DEPOSIT	.20	7,738.00	1,547.66
MD091	15 0240	PYMT AUTH MAX CHECK MTHLY BASE	N/A	493.00	
IAMIB	00 0230	RECOUPMENT MONTHLY IB	0.00	372,454.3	0.00
726	10 0224	REMOTE CASH VAULT-NON WF DEP CHECKS	N/A	208.00	
721	10 0220	REMOTE CASH VAULT-WFARGO DEP CHECKS	N/A	35.00	
CK061	10 0400	RETURN ITEM - CHARGEBACK	6.00	31.00	186.00
CK075	10 0402	RETURN ITEM REDEPOSITED	6.00	42.00	252.00
CK081	10 0401	RETURN ITEM SPECIAL INST MTHLY BASE	N/A	120.00	
CK069	10 0400	RETURN ITEM SPECIAL INSTRUCTIONS	N/A	5.00	
CK131	10 0048	ROLLED COIN ORDERED IN BRANCH/STORE	.12	2,144.00	257.28
12670	15 0410	STOP PAYMENT - ONLINE	5.00	125.00	625.00
8008	10 0110	VAULT DEPOSITED COIN – ROLLED- Loose coin per	.05	11.00	.55
22020	15 1350	WELLSIMAGE PAID CHECK MONTHLY BASE	5.00	12.00	60.00
22015	15 1353	WELLSIMAGE PAID CHECK PER CD	15.00	12.00	180.00
DS255	15 1399	WELLSIMAGE PAID CHECK PER ITEM	.05	17,149.00	857.45
22810	15 0500	WF CHK CASHED FOR NONACCT HOLDER	0.00	78.00	0.00
ES141	35 0124	WIRE BOOK TRANSFER - CEO	0.00	1,935.00	0.00
ES030	35 0300	WIRE IN - DOMESTIC	5.00	65.00	325.00
ES139	35 0104	WIRE OUT DOMESTIC - CEO	9.00	20.00	180.00

ORIGINAL

ADDENDUM III
TO PUBLIC FUNDS DEPOSITORY SERVICES AND
COLLATERAL SECURITY AGREEMENT

Additional Entities Managed by the City of Brownsville Requiring Secured Deposits

Name of Depositor: City of Brownsville

The following entities are managed by the City of Brownsville and shall fall under the City's depository agreement and collateral agreement:

Greater Brownsville Incentive Corporation – Fund #10
Brownsville Community Incentive Corporation – Funds #18, #19, #22, & #23
Paseo de la Resaca Landscaping and Lighting Maintenance District – Fund #9
Municipal Housing Finance Corporation of Brownsville – Fund #6
West Morrison Road Public Improvement Corporation – Fund #7

State: Texas

Public Funds Law: Public Funds Collateral Act, Texas Government Code §§ 2257.001 *et seq.*, as in effect as of the date hereof

Required Collateral Value: 105%

Permissible Assets for Bank to Pledge as Collateral:

- Federal Home Loan Bank letter(s) of credit
- To the extent Bank so elects, securities of a type and nature sufficient to satisfy the requirements of the Public Funds Law

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2017-259480

Date Filed:
09/12/2017

Date Acknowledged:
9/12/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
BBVA Compass
McAllen , TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Brownsville

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFP #BDS-52-0717
Depository Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

FAITH RENEE DEL BOSQUE
Notary Public
STATE OF TEXAS
My Comm. Exp. Sept. 4, 2019

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Gina Lobato, this the 12th day of September, 20 17, to certify which, witness my hand and seal of office.

Faith Renee Del Bosque — Faith Renee Del Bosque — R35

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Damian Espinoza, Senior Buyer
Date:	Tuesday, July 11, 2023
Agenda #:	Consideration and **ACTION** to reject any and all proposals for the Request for the Third-Party Administrator (TPA) and Pharmacy Benefit Manager (PBM) Request for Proposals, RFP Nos. PBM-73-0623 & TPA-72-0523. (Financial Services Department)

Summary:
RFP Nos. TPA-72-0523 and PBM-73-0623 closed on June 13, 2023. There were eight proposals received in total. Proposals received were competitive and within our financial capabilities as a City. However, after careful consideration and evaluation, it has been determined that rejecting the proposals is in the best interest of the City of Brownsville due to several key factors, including the following: the City has a targeted start date of October 1st, 2023 and, unfortunately, it has become evident that neither of the companies can adequately transition and prepare within the limited timeframe available. At least 90 days are required for a successful transition, which would exceed our desired start date. Furthermore, we believe that preparing a stronger solicitation will provide greater results for our next fiscal year. Staff is recommending rejecting any and all bids pursuant to Tex. Local Gov't Code Sec. 252.043, which provides that the City Commission may reject any and all bids. Therefore, we are requesting that all bids be rejected at this time.

For the upcoming calendar year, the City will utilize available renewals from current providers with Tx Health Benefits Pool (formerly TML Health Benefits) and Navitus Health Solutions while we seek additional proposals in the 1st quarter of 2024.

Project Scope and Analysis:

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:
Staff recommends rejecting any and all proposals.

Commission Pillar:
Governance

Attachments:
1. Procurement Analysis - Rejection of Proposals TPA & PBM

PURCHASING & CONTRACT SERVICES
PROCUREMENT ANALYSIS

Date: Thursday, June 29, 2023
To: Mr. John Cowen Jr., City Mayor
From: Mr. Lupe Granado III, Financial Services Director
CC: Mr. Damian Espinoza, Procurement and Contract Manager

Subject: Agenda Item for the City Commission meeting of Tuesday, July 11, 2023 "Consideration and ACTION to reject any and all proposals for the Request for Proposals for the TPA and PBM Projects. #PBM-73-0623 & #TPA-72-0523. (Finance Department"

At the request of Mrs. Elizabeth Walker, Assistant City Manager, the Procurement Division requested to invoke the rejection of bid clause. Pursuant to Tex. Local Gov't Code Sec. 252.043, the City Commission has the authority to reject any and all bids.

PROCUREMENT SUMMARY:
I am writing to provide a comprehensive explanation for the recommendation to reject all proposals received for the public project outlined in Request for Proposal (RFP) #TPA-72-0523 and #PBM-73-0623. After careful consideration and evaluation, it has been determined that rejecting the bids is in the best interest of the City of Brownsville due to several key factors.

1. Time Constraints:
The proposals we received were competitive and aligned with our financial capabilities as a City. However, our primary concern is the project's timeline. We have a targeted start date of October 1st, 2023. Unfortunately, it has become evident that none of the companies can adequately transition and prepare within the limited timeframe available. At least 90 days are required for a successful transition, which would exceed our desired start date. By rejecting the current proposals, we can ensure that the selected company will have sufficient time to mobilize and deliver the project as per our timeline.

2. Enhanced Solicitation Preparation:
Rejecting the bids allows us the opportunity to refine and strengthen our solicitation process, ultimately yielding better outcomes for our next fiscal year. By taking this step, we can review the lessons learned from the current round of proposals and incorporate necessary improvements. This will enhance the quality of the solicitation documents, attract a wider pool of qualified bidders, and increase the likelihood of securing proposals that align more closely with our project goals.

Based on these factors, the City staff strongly recommends rejecting all proposals received for RFP #TPA-72-0523 and #PBM-73-0623. Doing so will allow us to reset the solicitation process and increase the chances of securing a capable vendor who can meet our project timeline while delivering high-quality results.

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Doro Garcia, Public Works/Engineer Director
Date:	Tuesday, July 11, 2023
Agenda #:	Consideration and **ACTION** for the City of Brownsville to accept a ten-foot sidewalk and utility easement (0.129 acres) out of Lot 5, Block 1, North Brownsville Industrial Park Subdivision from GBIC.(Engineering and Public Works Department)

Summary:
The purpose of the ten-foot Sidewalk and Utility Easement is to allow access from Industrial Circle to the Battlefield Bike Trail adjacent to Paredes Line Road and for placement of future utilities.

Project Scope and Analysis:

Funding:

Source: NA

Amount:

Local Contribution if Applicable:

Recommendation:
The City of Brownsville Engineering and Public Works Department recommends approval.

Commission Pillar:
Infrastructure

Attachments:

1. 10' sidewalk and utility easement (1)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

10' SIDEWALK & UTILITY EASEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF CAMERON §

THAT **GREATER BROWNSVILLE INCENTIVES CORPORATION ("GRANTOR")** for and in consideration of the sum of ONE AND NO/100 ($1.00) DOLLAR and other valuable consideration in hand paid by the **CITY OF BROWNSVILLE ("GRANTEE")**, the receipt of which is hereby acknowledged and confessed;

HAS GRANTED, SOLD AND CONVEYED, and by these presents does grant, sell and convey unto the **CITY OF BROWNSVILLE**, a perpetual 10' wide sidewalk & utility easement along, across, over and through land situated in Cameron County, Texas for the installation, construction, operation, maintenance, replacement, repair, upgrade, and removal of utilities and sidewalk and related facilities, (collectively, the "Facilities"); and said 10' wide sidewalk & utility easement being more particularly described as follows:

> Being a 0.129 acre tract of land (5,640 sq. ft.) out Lot 5, Block 1, North Brownsville Industrial Park Subdivision, in the City of Brownsville, Cameron County, Texas, according to the plat recorded in Cabinet 1, Page 2960-B, of the Cameron County Map Records, and said 0.129 acre tract of land being more fully described by metes and bounds and exhibits attached hereto as exhibits A & B.

TO HAVE AND TO HOLD, the same perpetually unto **THE CITY OF BROWNSVILLE**, its successors and assigns, together with the right and privilege at any and all times to enter upon said property, or any part hereof, for the purposes of constructing, reconstructing and maintaining utility lines and sidewalk, and for making connections therewith.

Grantor hereby binds itself, its successors and legal representatives to warrant and forever defend the above described property unto Grantee, its successors and assigns against whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____day of _____, 2023

JOHN COWEN, JR.
CHAIR OF THE BOARD OF DIRECTORS OF THE GBIC
GRANTOR

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF CAMERON

This instrument was acknowledged before me on _____ _____, 2023 by John Cowen, Jr. Chair of the Board of Directors of the GBIC, and in the capacity herein stated.

_____
Notary Public, State of Texas

ACCEPTED BY:

CITY OF BROWNSVILLE

BY: _____
Helen Ramirez – City Manager

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF CAMERON

This instrument was acknowledged before me on _____ _____, 2023, by Helen Ramirez, City Manager of the CITY OF BROWNSVILLE, and in the capacity herein stated.

_____
Notary Public, State of Texas

Amaya Surveying Co., LLC
905 E. Los Ebanos Blvd., Suite C
Brownsville, TX 78520
office: 956-550-0177
lamaya@rgv.rr.com

EXHIBIT "A"
10 FT. WIDE SIDEWALK & UTILITY EASEMENT

Being 0.129 Acre (5640 sq. ft.) of land, more or less, out of Lot 5, Block 1, North Brownsville Industrial Park Subdivision in the City of Brownsville, Cameron County, Texas according to the plat recorded in Cabinet 1, Page 2960-B of the Cameron County Map Records; said 0.129 Acre Tract being more particularly located and described as follows:

COMMENCING at a point on the east right-of-way line of Paredes Line Road (F.M. 1847) (r.o.w. width varies) for the northwest corner of said Lot 5; THENCE, along the east right-of-way line of Paredes Line Road and the west line of said Lot 5, S 06°27'42" W a distance of 453.0 feet to a point; THENCE, parallel to and 20 feet north of the south line of said Lot 5, S 84°55' E a distance of 70.02 feet to a 1/2 inch iron pin with a plastic cap stamped "AMAYA" set on the east line of a 20 ft. utility easement for the northwest corner and POINT OF BEGINNING of this 0.146 Acre Tract;

THENCE, continuing parallel to and 20 feet north of the south line of said Lot 5, S 84°55' E a distance of 563.96 feet to a 1/2 inch iron pin with a plastic cap stamped "AMAYA" set on the west right-of-way line of Industrial Circle (50 ft. r.o.w.) for the northeast corner of this tract;

THENCE, along the west right-of-way line of Industrial Circle, S 05°05' W a distance of 10.00 feet to a 1/2 inch iron pin with a plastic cap stamped "AMAYA" set for the southeast corner of this tract;

THENCE, parallel to and 10 feet north of the south line of said Lot 5 and along the north line of a 20 Ft. Drainage and Utility Easement, N 84°55' W a distance of 564.20 feet to a punch mark set on the concrete pad for a transformer on the east line of a 20 ft. utility easement for the southwest corner of this tract;

THENCE, along the west line of said 20 ft. utility easement, N 06°27'32" E a distance of 10.00 feet to the POINT OF BEGINNING.

Containing 0.129 Acre (5642 sq. ft.) of land, more or less.

Lorenzo Amaya
Registered Professional Land Surveyor No. 4834
March 23, 2023
Job No. 6664



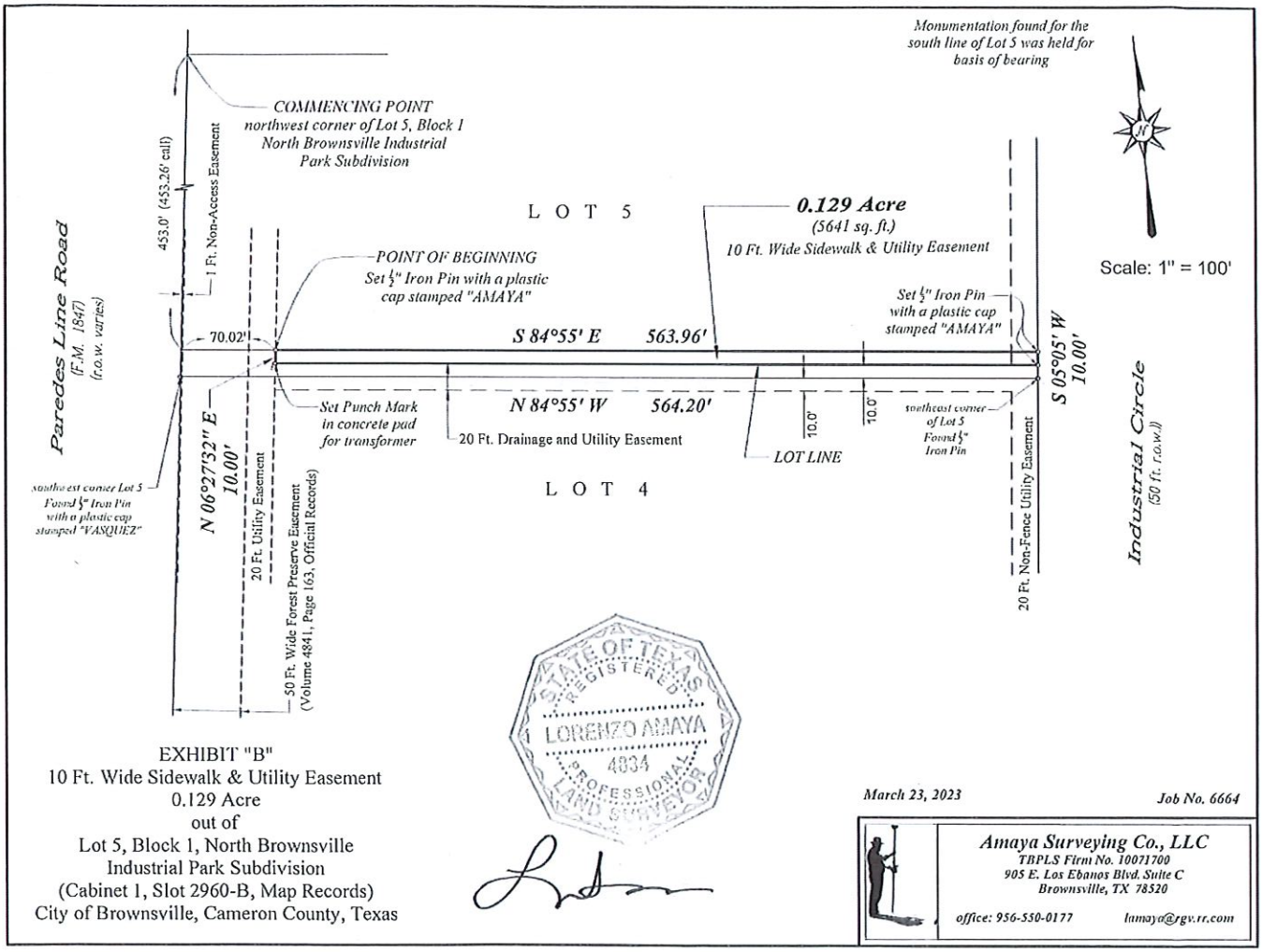


EXHIBIT "B"
10 Ft. Wide Sidewalk & Utility Easement
0.129 Acre
out of
Lot 5, Block 1, North Brownsville
Industrial Park Subdivision
(Cabinet 1, Slot 2960-B, Map Records)
City of Brownsville, Cameron County, Texas

STATE OF TEXAS
REGISTERED
LORENZO AMAYA
4834
PROFESSIONAL
LAND SURVEYOR

March 23, 2023

Job No. 6664

Amaya Surveying Co., LLC
TBPLS Firm No. 10071700
905 E. Los Ebanos Blvd. Suite C
Brownsville, TX 78520
office: 956-550-0177 lamaya@rgv.rr.com

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Doro Garcia, Public Works/Engineer Director
Date:	Tuesday, July 11, 2023
Agenda #:	Consideration and **ACTION** for the City of Brownsville to accept a 60' Access and Utility Easement (0.078) out of Lot 5, Block 1, North Brownsville Industrial Park Subdivision from GBIC. (Engineering and Public Works Department)

Summary:
The purpose of the 60' wide Access & Utility Easement is for placement of future utilities and to allow for larger utility vehicles to access the area.

Project Scope and Analysis:

Funding:

Source: NA

Amount:

Local Contribution if Applicable:

Recommendation:
The Engineering and Public Works Department recommends approval.

Commission Pillar:
Infrastructure

Attachments:
1. 60' access and utility easement (1)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

60' ACCESS & UTILITY EASEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF CAMERON §

THAT **GREATER BROWNSVILLE INCENTIVES CORPORATION ("GRANTOR")** for and in consideration of the sum of ONE AND NO/100 ($1.00) DOLLAR and other valuable consideration in hand paid by the **CITY OF BROWNSVILLE ("GRANTEE")**, the receipt of which is hereby acknowledged and confessed;

HAS GRANTED, SOLD AND CONVEYED, and by these presents does grant, sell and convey unto the **CITY OF BROWNSVILLE**, a perpetual 60' wide access & utility easement along, across, over and through land situated in Cameron County, Texas for the installation, construction, operation, maintenance, replacement, repair, upgrade, and removal of utilities and related facilities, (collectively, the "Facilities"), purpose of 60' access and utility easement is to allow for larger utility vehicles to enter the area for any purpose related to utility lines, 60' access and utility easement to also allow access to any property owner with adjacent and/or immediate landlocked property as long as proper permits and driveway or access improvements plans are approved from City of Brownsville. 60' access and utility easement to be to be maintained by owner of Lot 5 unless future agreements are in place; and said 60' wide access & utility easement being more particularly described as follows:

> Being a 0.078 acre tract of land (3,382 sq. ft.) out Lot 5, Block 1, North Brownsville Industrial Park Subdivision, in the City of Brownsville, Cameron County, Texas, according to the plat recorded in Cabinet 1, Page 2960-B, of the Cameron County Map Records, and said 0.078 acre tract of land being more fully described by metes and bounds and exhibits attached hereto as exhibits A & B.

TO HAVE AND TO HOLD, the same perpetually unto **THE CITY OF BROWNSVILLE**, its successors and assigns, together with the right and privilege at any and all times to enter upon said property, or any part hereof, for the purposes of constructing, reconstructing and maintaining utility lines, and for making connections therewith.

Grantor hereby binds itself, its successors and legal representatives to warrant and forever defend the above described property unto Grantee, its successors and assigns against whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____day of _____, 2023

_____

JOHN COWEN, JR.
CHAIR OF THE BOARD OF DIRECTORS OF THE GBIC
GRANTOR

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF CAMERON

This instrument was acknowledged before me on _____ _____, 2023 by John Cowen, Jr. Chair of the Board of Directors of the GBIC, and in the capacity herein stated.

_____
Notary Public, State of Texas

ACCEPTED BY:

CITY OF BROWNSVILLE

BY: _____
Helen Ramirez – City Manager

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF CAMERON

This instrument was acknowledged before me on _____ _____, 2023, by Helen Ramirez, City Manager of the CITY OF BROWNSVILLE, and in the capacity herein stated.

_____
Notary Public, State of Texas

Amaya Surveying Co., LLC
905 E. Los Ebanos Blvd., Suite C
Brownsville, TX 78520
office: 956-550-0177
lamaya@rgv.rr.com

EXHIBIT "A"
60 FT. WIDE ACCESS & UTILITY EASEMENT

Being 0.078 Acre (3382 sq. ft.) of land, more or less, out of Lot 5, Block 1, North Brownsville Industrial Park Subdivision in the City of Brownsville, Cameron County, Texas according to the plat recorded in Cabinet 1, Page 2960-B of the Cameron County Map Records; said 0.078 Acre Tract being more particularly located and described as follows:

COMMENCING at a point on the east right-of-way line of Paredes Line Road (F.M. 1847) (r.o.w. width varies) for the northwest corner of said Lot 5; THENCE, along the north line of said Lot 5, S 84°55' E a distance of 593.10 feet to a 1/2 inch iron pin with a plastic cap stamped "AMAYA" set for the northwest corner and POINT OF BEGINNING of this 0.078 Acre Tract;

THENCE, continuing along the north line of said Lot 6, S 84°55' E a distance of 60.00 feet to a 1/2 inch iron pin with a plastic cap stamped "AMAYA" set for the northeast corner of said Lot 5 and for the northeast corner and POINT OF BEGINNING of this 0.078 Acre Tract;

THENCE, along the east line of said Lot 5, S 05°05' W a distance of 50.00 feet to a 1/2 inch iron pin with a plastic cap stamped "AMAYA" set on the right-of-way line of Industrial Circle (50 ft. r.o.w.) for the southeast corner of said Lot 5 and for the southeast corner of this tract;

THENCE, along the right-of-way line of Industrial Circle and the south line of said Lot 5, being a curve to the left with a radius of 100.00 feet, an arc length of 64.35 feet (chord: S 76°38'54" W 63.25 feet) to a 1/2 inch iron pin with a plastic cap stamped "AMAYA" set for the southwest corner of this tract;

THENCE, parallel to and 60 feet west of the east line of said Lot 5, N 05°05' E a distance of 70.00 feet to the POINT OF BEGINNING.

Containing 0.078 Acre (3382 sq. ft.) of land, more or less.

Lorenzo Amaya
Registered Professional Land Surveyor No. 4834
March 23, 2023
Job No. 6664



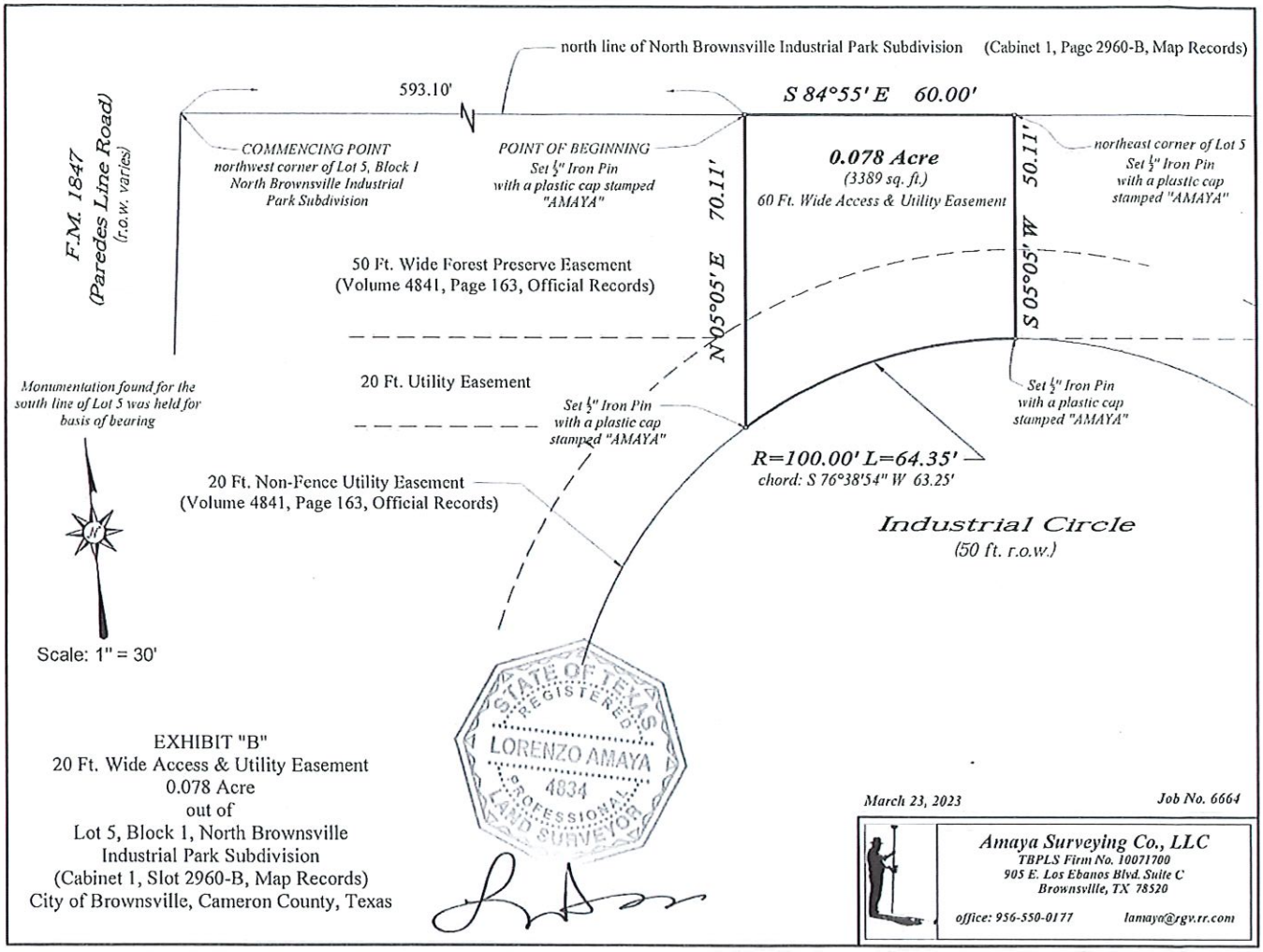


EXHIBIT "B"
20 Ft. Wide Access & Utility Easement
0.078 Acre
out of
Lot 5, Block 1, North Brownsville
Industrial Park Subdivision
(Cabinet 1, Slot 2960-B, Map Records)
City of Brownsville, Cameron County, Texas

March 23, 2023 Job No. 6664

Amaya Surveying Co., LLC
TBPLS Firm No. 10071700
905 E. Los Ebanos Blvd. Suite C
Brownsville, TX 78520
office: 956-550-0177 lamaya@rgv.rr.com

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Perla Cepeda, Organizational Dev. & Human Resources Director
Date:	Tuesday, July 11, 2023
Agenda #:	Consideration and **ACTION** to approve a Letter of Understanding between the Brownsville Independent School District – Adult Continuing Education (BISD-ACE) and the City of Brownsville for the delivery of basic education skills to educationally disadvantaged adults in Cameron County area. (Organizational Development and Human Resources Department)

Summary:
Consideration and ACTION to approve a Letter of Understanding between the Brownsville Independent School District – Adult Continuing Education (BISD-ACE) and the City of Brownsville for the delivery of basic education skills to educationally disadvantaged adults in the Cameron County area. City of Brownsville employees would benefit from receiving cost-free English as Second Language (ESL) Classes.

Project Scope and Analysis:
The Organizational Development and Human Resources department has received feedback from front-line employees on their interest in enrolling in English as a Second Language Class. This Letter of Understanding will assist us in providing additional schedules specific for City of Brownsville employees.

Funding:

Source: N/A, No Cost

Amount:

Local Contribution if Applicable:

Recommendation:
Recommendation to approve a Letter of Understanding between the Brownsville Independent School District – Adult Continuing Education (BISD-ACE) and the City of Brownsville.

Commission Pillar:

Governance

Attachments:

1. Letter of Agreement BISD

LETTER of AGREEMENT
2023-2024
CITY OF BROWNSVILLE ORGANIZATIONAL DEVELOPMENT AND HUMAN RESOURCES (COLLABORATING PARTNER)

This **Letter of Agreement** is entered to establish specific procedures for delivery of basic education skills to educationally disadvantaged adults in the **Cameron County** area.

In order to facilitate the coordination of the BISD Adult Continuing Education Consortium for Cameron County, the following are the requested duties and responsibilities of both parties:

City of Brownsville, through the Organizational Development and Human Resources Department (OD & HR) - Collaborating Partner
RESPONSIBILITIES:
1.0 PROGRAM PLANNING:
Secure and provide facilities. Assist with recruitment and retention (Performance Measures). Attend adult continuing education program planning meetings. Assist to eliminate barriers for effective and continued collaboration.
2.0 FIXED ASSETS:
Will take precautionary measures to secure fixed assets (computers) if placed on site. Will immediately report missing computers to ACE and file a police report. Will work with site instructor to inventory fixed assets before and after each semester.
3.0 PERSONNEL:
Will provide the name of personnel who will be the liaison to BISD ACE.

BISD Adult Continuing Education
RESPONSIBILITIES:
1.0 PROGRAM PLANNING:
Provide information on Performance Measures. Provide recruitment and registration information.
2.0 INSTRUCTIONAL DESIGN:
Provide assessment profile (TABE/BEST). Provide on-going program training. Provide BISD Calendar.
3.0 PERSONNEL:
Provide an instructor for site (subject to funding and availability). Secure and issue paycheck through BISD ACE. Visit sites to observe instructor and/or speak with liaison
4.0 TEAMS:
Provide staff development to data entry personnel on the usage of the TEAMS database.

BISD does not discriminate on the basis of race, color, national origin, sex, religion, age, disability or genetic information in employment or provision of services, programs or activities.
BISD no discrimina a base de raza, color, origen nacional, sexo, religión, edad, discapacidad o información genética en el empleo o en la provisión de servicios, programas o actividades.

Brownsville ISD Adult Continuing Education Consortium for Cameron County will comply with the TAC §805.42. Program Delivery System as outlined in the RFP (f) An AEL grant recipient, awarded AEL funds by the Agency, shall be responsible for performing all services and activities required to fully comply with contract performance requirements and all contract terms and conditions. Responsibilities include, but are not limited, to the following:

1.1 Communication.

(A) The AEL grant recipient shall serve as the point of contact with the Agency.

(B) For an AEL consortium, on behalf of AEL consortium members, the AEL grant recipient shall:

(i) transmit questions and grant-related needs for AEL consortium members to the Agency; and

(ii) carry out the programmatic functions of an AEL grant by communicating regularly with members of the AEL consortium and by sharing information, policy or procedural changes, and technical assistance provided by the Agency to oversee the grant.

1.2 Monitoring. The AEL Grant Recipient Shall:

(A) monitor programmatic and fiscal progress against goals and project deliverables; and

(B) timely notify the Agency of problems related to achievement of programmatic and fiscal goals of the grant in accordance with appropriate systems to receive and compile outcome measures and fiscal reports.

1.3 Technical Assistance. The AEL grant recipient shall carry out the programmatic and reporting functions of an AEL grant by providing or requesting technical assistance for its program, or in an AEL consortium for AEL consortium members, related to the design, implementation, and internal evaluation of their AEL services or support services.

1.4 Professional Development. The AEL grant recipient shall plan and coordinate the provision of necessary professional development opportunities for its program, or in an AEL consortium to the AEL consortium members.

1.5 Reporting. The AEL Grant Recipient Shall:

(A) collect and compile all fiscal and programmatic information regarding the activities, expenses, and performance outputs and outcomes of the AEL grant; and

(B) submit this information to the Agency.

1.6 Workforce Area Coverage.

(A) The AEL grant recipient shall ensure that services are provided to the portion of the workforce area designated in the AEL grant application, whether through in-person services or distance learning, or a combination of methods.

(B) For an AEL consortium, the AEL grant recipient shall ensure that services are provided to the portion of the workforce area, as designated for the consortium in the AEL grant application, whether through in-person services or distance learning, or a combination of methods.

(i) If a consortium member fails to perform in accordance with the AEL consortium's coordinated service delivery plan, the AEL grant recipient shall provide technical assistance, as appropriate;

(ii) If a consortium member withdraws from a consortium, the AEL grant recipient shall ensure that a letter of intent to withdraw is provided to the Agency's grant contract manager. The AEL grant recipient shall coordinate with remaining consortium members to develop an alternative proposal for service delivery and submit it to the Agency for approval;

(iii) If an AEL lead organization of a consortium withdraws from a consortium or from its role as the lead organization of the consortium, the AEL grant recipient must ensure that a letter of intent to withdraw is provided to the Agency contract manager. The AEL grant recipient must coordinate with remaining consortium members to identify an alternative lead organization of the consortium and submit it to the Agency for approval; and

(iv) If, in a workforce area with multiple consortiums that cover the entire workforce area, one or more consortiums withdraws, the AEL grant recipient shall ensure that a letter of intent to withdraw is provided to the Agency's grant contract manager. The Agency will coordinate with the remaining consortiums to develop an alternative proposal for service delivery for the entire workforce area.

(g) For an AEL consortium, the Agency reserves the right to reevaluate an AEL grant in light of any change in the AEL consortium membership based on the consortium's continued ability to meet the terms of the original grant award as demonstrated through an alternative proposal. The Agency's reevaluation may include termination of all awards under the AEL consortium if deemed appropriate.

(1) If an AEL consortium or AEL consortium member withdraws, the funds and activities committed to in the application shall not be shifted to another AEL consortium, AEL consortium member, or a new institution without written Agency approval.

(2) The AEL grant recipient shall contact the Agency's grant contract manager to discuss options for replacement grants within the AEL consortium.

Both parties agree and will secure educational activities that will be to the best interest of every participant and success of the program. Both parties will secure that performance measures and IPQ's (Indicators of Program Quality) of adult education are implemented and executed throughout the program duration.

Either party throughout the fiscal year may dissolve this Letter of Agreement within one week's written notice to the other party.

City of Brownsville's OD & HR acknowledges that as a collaborating partner under agreement with Brownsville Independent School District that Adult Continuing Education has a legitimate educational interest in student data and information contained in educational records provided to them in the execution of providing services to the District. Adult Continuing Education agrees to keep confidential all records obtained by them and to comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). Disclosure to third parties by City of Brownsville OD & HR shall be in strict compliance with all FERPA requirements, as required by law, or by obtaining the written consent of the parent(s) and/or legal guardian of the student(s). BISD's ACE Program runs from July 1, 2023, to June 30, 2024.

Brownsville Independent School District

708 Palm Blvd. Brownsville, Texas 78520 (956) 548-8175 Fax: (956) 714-6235

Dr. René Gutiérrez
Superintendent

John Cowen, Jr.
Mayor, City of Brownsville

Dr. René Gutiérrez
Superintendent

Date

Jessica G. Gonzalez
Board President

"Approved as to Form and Legality
This 23rd day of June 2023
Title First Asst CA
Office of the Brownsville City Attorney"

Minerva M. Pena
Secretary

Date

BISD does not discriminate on the basis of race, color, national origin, sex, religion, age, disability or genetic information in employment or provision of services, programs or activities.
BISD no discrimina a base de raza, color, origen nacional, sexo, religión, edad, discapacidad o información genética en el empleo o en la provisión de servicios, programas o actividades.

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Damaris McGlone, Parks & Recreation Director
Date:	Tuesday, July 11, 2023
Agenda #:	Consideration and **ACTION** for the purchase and delivery of seven (7) John Deere Z950M Ztrak mowers in the amount of $98,458.78 plus the option for a 25% cost over run maximum ($24,614.69) to Deere & Company through Tellus Equipment Solutions of Weslaco, Texas, through Buy Board Contract #706-23, as budgeted. (Parks and Recreation Department)

Summary:
To purchase seven new zero turn mowers to replace seven (7) mowers that have exceeded their lifespan ranging from 2008 - 2016 and the replacement parts are hard to find, extending the duration of time the mowers are offline, often for an additional two to three weeks before repairs can begin. For the last two years, the department has been working with minimally functioning equipment, only to return to the shop for additional repairs. These mowers have had proper and regular maintenance through King George, the preventative maintenance contractor. Repairs include replacement of the decking, pullings, belts, connectors, hydraulic systems, engine, and transmissions replaced, body work to the frame and chassis. The remaining value and the average lifespan of a commercial John Deere Z950M ZTrak mower is to provide a reliable, high-performance machine that offers exceptional maneuverability, cutting performance, and operator comfort.

Project Scope and Analysis:
On May 18, 2023, the PARD staff solicited Buy Board quote from John Deere & Company for the purchase of seven zero turn 72" inch deck riding mowers. The list price of the John Deere Z950M ZTrak is $17,892.00. However, with the quantity of seven (7) to be purchased, the price was discounted to $14,065.54 each for a total of, $98,458.78. The estimated delivery date is July 17, 2023.

The Z Track has a 24 x 12 N12 Michelin Tire for turf, a 72 inch mower deck (mows a 6 foot path), with fully adjustable suspension seat and arm rests with a 24 inch high back. Including one replacement belt kit.

This mower is designed for productivity and can cover large areas quickly. Its zero-turn

maneuverability allows for efficient mowing around obstacles, tight spaces, and landscaping features. It is a commercial grade build, built to withstand heavy use and tough terrain. It features a durable frame, high-capacity deck options, and commercial-grade components to ensure reliability and longevity. The deck is designed to provide a clean, even cut and can be easily adjusted to match the desired mowing height. The mower is equipped with features to enhance operator comfort, such as a high-back seat with armrests, adjustable controls, and a smooth ride suspension system.

The Z950M can be equipped with additional attachments and accessories, such as bagging systems, mulching kits, or striping rollers, to expand its functionality and meet specific mowing requirements. This helps reduce operator fatigue during long hours of operation.

Funding:

Source: 451-512-942

Amount: $98,458.78

Local Contribution if Applicable: $98,458.78

Recommendation:
PARD & King George (contract preventative maintenance provider) recommends replacement.

Commission Pillar:
Quality of Life

Attachments:
1. Procurement Analysis -John Deere
2. Cooperative Coversheet Agreement - John Deere_Signed by Vendor_CAO Signed
3. Equipment Proposal 2023
4. Joe Torres recommendations

PURCHASING & CONTRACT SERVICES
PROCUREMENT ANALYSIS

Date: Thursday, June 29, 2023
To: Mr. John Cowen Jr., City Mayor
From: Mr. Lupe Granado III, Financial Services Director
CC: Mr. Damian Espinoza, Procurement and Contract Manager

Subject: Agenda Item for the City Commission meeting of Tuesday, July 11, 2023 "Consideration and Action for the purchase of seven John Deere Z950M Ztrak mowers"

At the request of Mrs. Damaris McGlone, Parks and Recreation Director, the Procurement Division requested to invoke the "Interlocal contract for cooperative purchasing" clause under Local Government Code Section §791.025 (C) **BuyBoard** #706-23.

Sec. 791.025. CONTRACTS FOR PURCHASES. (c) A local government that purchases goods and services under this section satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and services.

PROCUREMENT SUMMARY: Deere & Company is eligible under this procurement for the purchase of purchase of seven John Deere Z950M Ztrak mowers in the amount of **$98,458.78** (Exhibit A)

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Tellus Equipment Solutions
2000 E Expressway 83
Weslaco, TX 78596
956-968-7502
lneuhaus@tellusequip.com

Quote Summary

Prepared For:

Brownsville Parks
TX

Delivering Dealer:

Tellus Equipment Solutions
R.d. Machen
2000 E Expressway 83
Weslaco, TX 78596
Phone: 956-968-7502
rmachen@tellusequip.com

USED EQUIPMENT SOLD AS IS WHERE IS. NO WARRANTY IS WRITTEN OR IMPLIED UNLESS REMAINING FACTORY WARRANTY IS TRANSFERABLE. CONSULT YOUR SALES TEAM FOR DETAILS.

Quote ID:	29104411
Created On:	23 June 2023
Last Modified On:	23 June 2023
Expiration Date:	28 July 2023

Equipment Summary	Suggested List	Selling Price		Qty		Extended
JOHN DEERE Z950M ZTrak	$ 17,892.00	$ 14,065.54	X	7	=	$ 98,458.78

Contract: TX BuyBoard Grounds Mtnc Equip, Irrigation 706-23 (PG 67 CG 70)
Price Effective Date: June 22, 2023

Equipment Total **$ 98,458.78**

Quote Summary

Equipment Total	$ 98,458.78
Trade In	
SubTotal	**$ 98,458.78**
Est. Service Agreement Tax	$ 0.00
Total	$ 98,458.78
Balance Due	**$ 98,458.78**

Salesperson : X _____ **Accepted By : X** _____

JOHN DEERE

Selling Equipment

TELLUS

Quote Id: 29104411 **Customer Name:**

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Tellus Equipment Solutions
2000 E Expressway 83
Weslaco, TX 78596
956-968-7502
lneuhaus@tellusequip.com

JOHN DEERE Z950M ZTrak

Hours:

Stock Number:

Contract: TX BuyBoard Grounds Mtnc Equip, Irrigation 706-23 (PG 67 CG 70)

Price Effective Date: June 22, 2023

Suggested List *
$ 17,892.00

Selling Price *
$ 14,065.54

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0694TC	Z950M ZTrak	7	$ 14,899.00	22.00	$ 3,277.78	$ 11,621.22	$ 81,348.54
	Standard Options - Per Unit						
001A	United States/Canada	7	$ 0.00	22.00	$ 0.00	$ 0.00	$ 0.00
1041	24x12N12 Michelin X Tweel Turf for 72 In. Decks	7	$ 1,149.00	22.00	$ 252.78	$ 896.22	$ 6,273.54
1506	72 In. Side Discharge Mower Deck	7	$ 750.00	22.00	$ 165.00	$ 585.00	$ 4,095.00
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)	7	$ 595.00	22.00	$ 130.90	$ 464.10	$ 3,248.70
	Standard Options Total		**$ 2,494.00**		**$ 548.68**	**$ 1,945.32**	**$ 13,617.24**
	Dealer Attachments/Non-Contract/Open Market						
001	Non-Contract HD Belt Kit	7	$ 499.00	0.00	$ 0.00	$ 499.00	$ 3,493.00
	Dealer Attachments Total		**$ 499.00**		**$ 0.00**	**$ 499.00**	**$ 3,493.00**
	Value Added Services Total		**$ 0.00**			**$ 0.00**	**$ 0.00**
Total Selling Price			**$ 17,892.00**		**$ 3,826.46**	**$ 14,065.54**	**$ 98,458.78**

COOPERATIVE PURCHASE AGREEMENT

This Cooperative Purchase Agreement ("Agreement") is entered into by and between Deere & Company. ("Vendor") and the City of Brownsville, ("City"), a Texas home rule municipality.

The Cooperative Purchase Agreement includes the following documents which shall be construed in the order of precedence in which they are listed:

1. This Cooperative Purchase Agreement.
2. Exhibit A – [Proposal, Quote, or Contract];
3. Exhibit B – [Cooperative agency agreement]
4. Conflict of Interest Questionnaire.

Exhibits A, and B which are attached hereto and incorporated herein, are made a part of this Agreement for all purposes. Vendor agrees to provide City with the services and goods included in Exhibit A pursuant to the terms and conditions of this Cooperative Purchase Agreement, including all exhibits thereto.

City shall pay Vendor in accordance with the fee schedule in Exhibit A and in accordance with the provisions of this Agreement. Total payment made under this Agreement for the Direct purchase by City shall be in the amount of **$98,458.78.** Vendor shall not provide any additional items or services or bill for expenses incurred for City not specified by this Agreement unless City requests and approves in writing the additional costs for such services. City shall not be liable for any additional expenses of Vendor not specified by this Agreement unless City first approves such expenses in writing.

Vendor agrees that City shall, until the expiration of final payment under this Agreement, or the final conclusion of any audit commenced during the said three years, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records, including, but not limited to, all electronic records, of Vendor involving transactions relating to this Agreement at no additional cost to City. Vendor agrees that City shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. City shall give Vendor reasonable advance notice of intended audits.

VENDOR ACKNOWLEDGES THAT CITY IS A GOVERNMENT ENTITY AND AS SUCH CANNOT INDEMNIFY OR HOLD HARMLESS A PARTY WITHOUT FIRST CREATING A SINKING FUND OR LEVYING A TAX. VENDOR FURTHER ACKNOWLEDGES THAT THE CITY HAS NO INTENTION OF CREATING SUCH A SINKING FUND OR LEVYING A TAX. THE PARTIES AGREE THAT ANY PROVISION CONTAINED WITHIN THE CONTRACT DOCUMENTS REQUIRING THE CITY TO INDEMNIFY OR HOLD HARMLESS THE VENDOR IS HEREBY STRICKEN.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2)

delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To CITY:
City of Brownsville
Attn: City Manager
1001 East Elizabeth Street
Brownsville, Texas 78520

To VENDOR:
Deere & Company.
Attn:
2000 John Deere Run
Cary, NC 27513

Delivering Dealer:
Tellus Equipment Solutions
Attn: R.d. Machen
2000 E Expressway 83
Weslaco, Texas 78596

With copy to Brownsville City
Attorney's Office at same address.

The undersigned represents and warrants that he or she has the power and authority to execute this Agreement and bind the respective parties.

CITY OF BROWNSVILLE:

_____

Name:

Title:

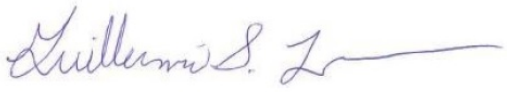
VENDOR:



Name: R.D. Machen

Title: Sales Rep

APPROVED AS TO FORM
AND LEGALITY



_____

Guillermo (Will) S. Trevino
City Attorney
City of Brownsville, Texas

JOHN DEERE

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company
2000 John Deere Run
Cary, NC 27513

- ☐ Signature on all LOIs and POs with a signature line
- ☐ Contract name or number; or JD Quote ID
- ☐ Sold to street address
- ☐ Ship to street address (no PO box)
- ☐ Bill to contact name and phone number
- ☐ Bill to address
- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate
- ☐ Membership number if required by the contract

For any questions, please contact:

R.d. Machen

Tellus Equipment Solutions
2000 E Expressway 83
Weslaco, TX 78596

Tel: 956-968-7502
Fax: 956-968-4173
Email: rmachen@tellusequip.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively “Deere”) and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

Quote Id: 29104411

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Tellus Equipment Solutions
2000 E Expressway 83
Weslaco, TX 78596
956-968-7502
lneuhaus@tellusequip.com

Prepared For:
Brownsville Parks

Proposal For:
Brownsville Parks

Delivering Dealer:
R.d. Machen

Tellus Equipment Solutions
2000 E Expressway 83
Weslaco, TX 78596

lneuhaus@tellusequip.com

Quote Prepared By:
R.d. Machen
rmachen@tellusequip.com

Date: 23 June 2023

Offer Expires: 28 July 2023

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

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2000 E Expressway 83
Weslaco, TX 78596
956-968-7502
lneuhaus@tellusequip.com

Quote Summary

Prepared For:
Brownsville Parks
TX

Delivering Dealer:
Tellus Equipment Solutions
R.d. Machen
2000 E Expressway 83
Weslaco, TX 78596
Phone: 956-968-7502
rmachen@tellusequip.com

USED EQUIPMENT SOLD AS IS WHERE IS. NO WARRANTY IS WRITTEN OR IMPLIED UNLESS REMAINING FACTORY WARRANTY IS TRANSFERABLE. CONSULT YOUR SALES TEAM FOR DETAILS.

Quote ID:	29104411
Created On:	23 June 2023
Last Modified On:	23 June 2023
Expiration Date:	28 July 2023

Equipment Summary	Suggested List	Selling Price		Qty		Extended
JOHN DEERE Z950M ZTrak	$ 17,892.00	$ 14,065.54	X	7	=	$ 98,458.78

Contract: TX BuyBoard Grounds Mtnc Equip, Irrigation 706-23 (PG 67 CG 70)
Price Effective Date: June 22, 2023

Equipment Total **$ 98,458.78**

Quote Summary

Equipment Total	$ 98,458.78
Trade In	
SubTotal	**$ 98,458.78**
Est. Service Agreement Tax	$ 0.00
Total	$ 98,458.78
Balance Due	**$ 98,458.78**

Salesperson : X _____ **Accepted By : X** _____

JOHN DEERE

Selling Equipment

TELLUS

Quote Id: 29104411 **Customer Name:**

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
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Tellus Equipment Solutions
2000 E Expressway 83
Weslaco, TX 78596
956-968-7502
lneuhaus@tellusequip.com

JOHN DEERE Z950M ZTrak

Hours:

Stock Number:

Contract: TX BuyBoard Grounds Mtnc Equip, Irrigation 706-23 (PG 67 CG 70)

Price Effective Date: June 22, 2023

Suggested List *
$ 17,892.00

Selling Price *
$ 14,065.54

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0694TC	Z950M ZTrak	7	$ 14,899.00	22.00	$ 3,277.78	$ 11,621.22	$ 81,348.54
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	Value Added Services Total		**$ 0.00**			**$ 0.00**	**$ 0.00**
Total Selling Price			**$ 17,892.00**		**$ 3,826.46**	**$ 14,065.54**	**$ 98,458.78**

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

April 17, 2023

Sent Via Email: GovContractSupport@JohnDeere.com

Tamara Hebert
John Deere Company
2000 John Deere Run
Cary, NC 27513

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 706-23, Grounds Maintenance Equipment, Parts, and Supplies

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of June 1, 2023, through May 31, 2024, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 706-23 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. Once the contract is active, the BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free contact me at 800-695-2919.

Sincerely,



Ava Benford, Cooperative Procurement Manager
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name: Grounds Maintenance Equipment, Parts, and Supplies

Proposal Due Date/Opening Date and Time: February 9, 2023, at 4:00 PM

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Proposal Invitation Number: 706-23

Anticipated Cooperative Board Meeting Date: April 2023

Contract Term: June 1, 2023, through May 31, 2024, with two possible one-year renewals.

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Deere & Company	2-16-2023
Name of Proposing Company	Date
2000 John Deere Run	Tamara Hebert
Street Address	Signature of Authorized Company Official
Cary, NC 27513	Tamara Hebert
City, State, Zip	Printed Name of Authorized Company Official
800-358-5010, opt. 2	Contract Administrator
Telephone Number of Authorized Company Official	Position or Title of Authorized Company Official
309-749-2313	36-2382580
Fax Number of Authorized Company Official	Federal ID Number

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer must initial in the bottom right corner of each page where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: T.H.

5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

- ■ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
- ☐ My company is not owned or operated by anyone who has been convicted of a felony.
- ☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s):_____

_____

Initial: T.H.

RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☐ I certify that my company is a **Resident Proposer.**
☒ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name	Address		
Deere & Company	2000 John Deere Run		
City	**State**	**Zip Code**	
Cary	NC	27513	

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☒ No

B. What is the prescribed amount or percentage? $_____ or _____%

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☐ Yes ☒ No

Initial: T.H.

NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

"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. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: T.H.

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. Please check (√) all that apply:

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business** ☐ **Women Owned Business**
☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: _____

Name of Certifying Agency: _____

☒ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

N/A

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract. **Initial:** T.H.

CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

Initial: T.H.

DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

BuyBoard accepted deviations

☐ **No**; Deviations
☒ **Yes**; Deviations

List and fully explain any deviations you are submitting:

The "Packaging, Transportation, and Delivery" section on page 56 states products must be delivered within 10 business days after receipt of order (ARO). Deere's delivery time ARO for equipment that's not in stock is 90-365 days. While equipment availability has improved, we are still experiencing some delays. Deere will do its best to deliver equipment as quickly as possible.

*Please see enclosed document titled Deviations for additional information.

Initial: T.H.

Agriculture & Turf Division
2000 John Deere Run
Cary, NC 27513
Phone: 919 804 2000

February 16, 2023

Proposal Number:	706-23
Proposal Opening Date:	21 February 2023
Proposal Time:	4:00 PM CST
Proposal Title:	Grounds Maintenance Equipment, Parts, and Supplies

Reference: Deviations Continued From Page 17 of 72

John Deere would like to propose the following in an effort to make the new contract resulting from RFP 706-23 the same as Deere & Company's existing BuyBoard Contract #611-20.

- Page 65 of 72: Section F, Miscellaneous – Paragraph #1 states, "Vendor may not sell, assign, transfer, convey or subcontract any responsibility or obligation created by the Contract in regard to the Cooperative without the Cooperative's prior written consent…"
    - Contract 611-20 offers leasing, which allows Members to make lease payments and return the equipment back to the John Deere dealer at the end of the lease term. Our intent is to continue to offer this option on Contract 706-23.
    - Deere & Company will assign all of its rights, title and interest in and to the Contract, the equipment and all lease payments due and to become due under the Contract ("Payments") to Deere Credit, Inc. dba John Deere Financial (subsidiary of Deere & Company). John Deere Financial will invoice Members for lease Payments due and payable under the Contract. All other obligations (ex. payment of administrative fees) of the Contract will remain obligations of Deere & Company and not of Deere Credit, Inc.
    - It's important to note that this has always been how lease payments are invoiced for our BuyBoard contracts. This is not a new process. Considering Section F of the contract, we felt it was important to formally document how the invoicing is conducted for lease payments.
- Current Price Versus Historical Price Pages
    - We have enclosed price pages with our response because it is required. However, it is our desire to have the resulting contract be a current price contract. All John Deere's current national contracts are based on current pricing. This would ensure that Members have access to the newest equipment models as they become available. Any price or product updates would automatically become a part of the contract.

JOHN DEERE

Agriculture & Turf Division
2000 John Deere Run
Cary, NC 27513
Phone: 919 804 2000

- Non-Contract Items
  - Should we be awarded the contract, John Deere would like the ability to sell non-contract/open-market items to your Members in conjunction with the sale of a contract item. The price for non-contract/open-market items would be between the dealer and the agency. There are 2 types of non-contract/open-market items:
    - Type 1 - Items and equipment manufactured or branded by John Deere that are not in our price pages such as parts, oil, filters, belts, blades, extended warranties, manuals, etc.
    - Type 2 - Items and equipment that are not manufactured or branded by John Deere such as boom mowers, trailers, cages for tractors for roadside mowing, etc.
  - The ability to sell non-contract/open-market items allows the customer to experience a more seamless purchasing process. They are able to purchase what they need to make their equipment whole all in one transaction.

- Ordering Procedure (this is the current process in place for Contract #611-20)
  - The ordering procedure will flow as follows:
    - John Deere dealers submit their quotes and TASB/BuyBoard Purchase Orders (PO) through our order management system as they have always done. These quotes and purchase orders will be received by our Order Management Team. The team will verify membership, audit the quotes for pricing accuracy per the contract as well as verify the Member purchase order is correct. If any mistakes are found, the Order Management Team will follow up with the dealer and/or Member to have the PO and/or the quote corrected.
    - Upon completion of the audit and any necessary corrections, the Order Management Team will send a confirmation email to the dealer letting him know that he can order the equipment (if not in stock) and deliver (if in stock) the equipment to the BuyBoard Member. The Order Management Team will also fax the same Member PO to BuyBoard after they have completed the audit. This would ensure that Texas BuyBoard Members receive their rebates and it would also eliminate the excess POs that BuyBoard receives that are never processed due to various reasons such as equipment not being on contract or the Member changing their mind.
    - BuyBoard can then send confirmation to the BuyBoard Member and the John Deere Order Management Team (SABDSupportt@JohnDeere.com) once it receives the PO from John Deere.
    - The ordering process would be complete at that point. This process eliminates the wait time for the BuyBoard confirmation. Offering this contract on a national level requires more expediency with processing orders and the changes outlined above would help facilitate efficiency.

- Optional delivery fee of $8 per loaded mile (miles figured from Google Maps) for equipment sold using the contract. The delivery fee will be included on the quote to the end-user as a separate line item. The $8 delivery fee is currently a part of Contract 611-20.

Agriculture & Turf Division
2000 John Deere Run
Cary, NC 27513
Phone: 919 804 2000

- Set-up fee of 4% for golf products only (reel mowers, special application mowers, special application vehicles, debris maintenance, aeration and fleet management).
    - On John Deere's current BuyBoard contract, #611-20, customers are charged 4% of the equipment contract sale for set-up for golf products only. If awarded this contract, John Deere would like to request this same set-up fee (4%) for the golf products.

- We plan to continue selling equipment to Alaska and Hawaii like we do today on Contract 611-20. For equipment deliveries to BuyBoard Members in Alaska and Hawaii, factory freight to the delivering dealer will be paid by the end-user. Factory freight is known at the time of quoting and will be included on the quote to the end-user as a separate line item.

  For equipment deliveries to BuyBoard Members in the continental US (excluding Alaska & Hawaii), the end-user will not be charged factory freight to the delivering dealer.

Thank you.

Tamara Hebert

Tamara Hebert
Contract Administrator
GovContractSupport@JohnDeere.com

VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: T.H.

CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☒ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

N/A

(Attach additional sheets if needed.)

Initial: T.H.

B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☒ **NO,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: _____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: T.H.

EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which ***may*** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For <u>each</u> of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

■ **YES**, I agree. ☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

■ **YES**, I agree. ☐ **NO**, I do not agree. **Initial:** T.H.

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

■ **YES**, I agree. ☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

■ **YES**, I agree. ☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: T.H.

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

■ **YES**, I agree. ☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

■ **YES**, I agree. ☐ **NO**, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

■ **YES**, I agree. ☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: T.H.

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

■ **YES**, I agree. ☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

■ **YES**, I agree. ☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

■ **YES**, I agree. ☐ **NO**, I do not agree.

13. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

■ **YES**, I agree. ☐ **NO**, I do not agree.

14. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: T.H.

COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

Deere & Company

Company Name

Tamara Hebert

Signature of Authorized Company Official

Tamara Hebert - Contract Administrator

Printed Name and Title

2-16-2023

Date

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases *(Optional)*

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company: Deere & Company

*(List the **legal** name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ■ Corporation ☐ Limited Liability Company ☐ Partnership

☐ Other (Specify: _____)

State of Incorporation (if applicable): Delaware

Federal Employer Identification Number: 36-2382580

(Vendor must include a completed IRS W-9 form with their Proposal)

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

John Deere

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Deere & Company

2 Business name/disregarded entity name, if different from above

Ag & Turf Strategic Accounts Business Division

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

2000 John Deere Run

Requester's name and address (optional)

6 City, state, and ZIP code

Cary, NC 27513

7 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 line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

3	6	–	2	3	8	2	5	8	0

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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

Sign Here Signature of U.S. person ▶ Tamara Hebert Date ▶ 1-27-2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $ 773M (state, local, coop) . (The period of the 12-month period is 01Nov2021 / 31Oct2022). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.

3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	Y	about 18 years	Lawn/Turf/Golf/Ag Equipment
2. T-PASS (State of Texas)	Y	about 17 years	Lawn/Turf/Golf/Ag Equipment
3. OMNIA Partners	N		
4. Sourcewell (NJPA)	Y	about 14 years	Lawn/Turf/Golf/Ag Equipment
5. E&I Cooperative	N		
6. Houston-Galveston Area Council (HGAC)	Y	about 18 years	Lawn/Turf/Golf/Ag Equipment
7. Choice Partners	N		
8. The Interlocal Purchasing System (TIPS)	N		
9. Other - National Purchasing Partners (NPP)	Y	about 14 years	Lawn/Turf/Golf/Ag Equipment

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 17% average discount **Proposed Discount (%):** 17% average discount

Explanation: Taking into account the administrative fees, the discounts we are offering are in line with our other national cooperative contracts.

GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

	Entity Name	Contact	Phone#	Email Address	Discount	1Nov2021 to 31Oct2022 Quantity/ Volume
1.	HGAC	Veronica Johnson	713-993-2446	Veronica.Johnson@h-gac.com	ave. 17.6%	$1.2M
2.	State of VA	Tracy Wrenn	804-786-5410	tracy.wrenn@dgs.virginia.gov	ave. 18%	$5.2M
3.	State of OH	Terry Villavicencio	614-728-8590	Terri.Villavicencio@das.ohio.gov	ave. 18.6%	$18.8M
4.	Sourcewell	Scott Carr	320-493-7060	Scott.Carr@sourcewell-mn.gov	ave. 18.1%	$75M
5.	State of OK	Cini Zacharia	405-522-9078	Cini.Zacharia@omes.ok.gov	ave. 18%	$14.8M

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ☐ **NO** ■ If YES, please explain:

_____

_____

_____

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal**. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

Agriculture & Turf Division
2000 John Deere Run
Cary, NC 27513
Phone: 919 804 2000

February 16, 2023

Proposal Number:	706-23
Proposal Opening Date:	21 February 2023
Proposal Time:	4:00 PM CST
Proposal Title:	Grounds Maintenance Equipment, Parts, and Supplies

RE: Company Profile

John Deere's Ag & Turf Division manufactures commercial mowers including golf course mowers, utility vehicles, compact tractors, ag tractors and ag equipment. We've been in government sales for over 25 years. We have a dedicated government sales department that focuses 100% of its time on sales to federal, state and public agencies. Our government business managers work closely with John Deere dealers to ensure government customers' needs are met.

Thank you.

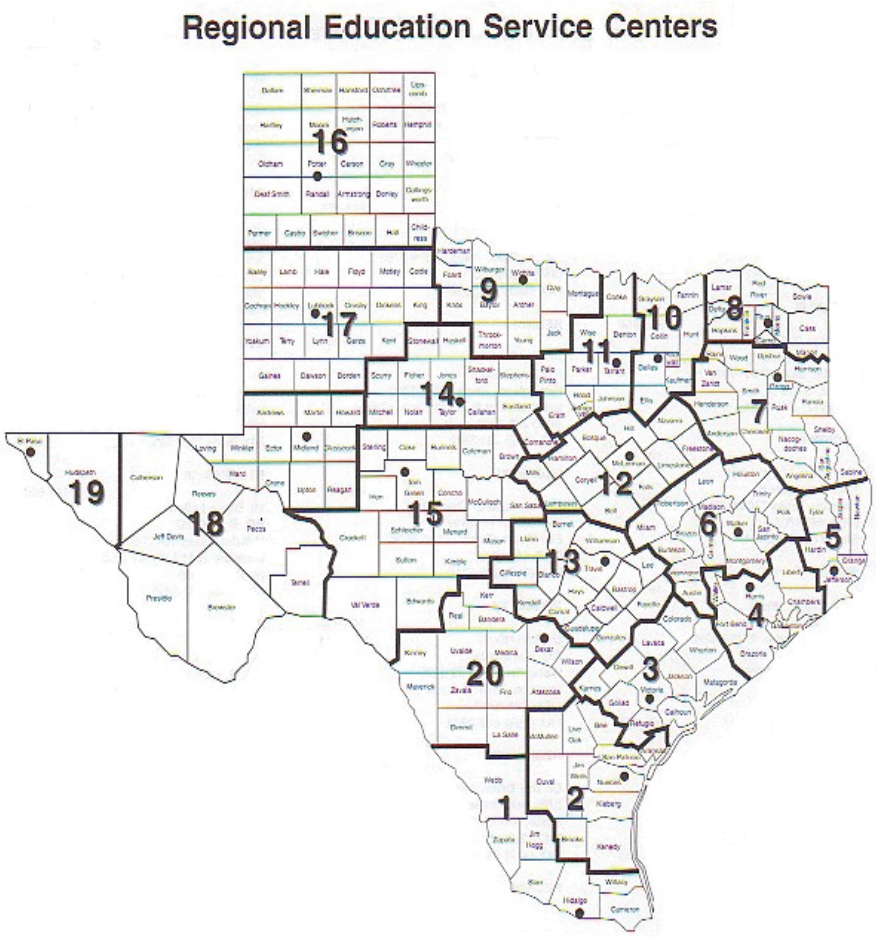
Tamara Hebert

Tamara Hebert
Contract Administrator
GovContractSupport@JohnDeere.com

TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting** bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.) ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on the form in the electronic proposal submission system.



Region and Headquarters

1 Edinburg
2 Corpus Christi
3 Victoria
4 Houston
5 Beaumont
6 Huntsville
7 Kilgore
8 Mount Pleasant
9 Wichita Falls
10 Richardson
11 Fort Worth
12 Waco
13 Austin
14 Abilene
15 San Angelo
16 Amarillo
17 Lubbock
18 Midland
19 El Paso
20 San Antonio

STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete the State Service Designation information in the electronic proposal submission system. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com** at least five (5) business days prior to the Proposal Due Date.) ***By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Deere & Company	706-23
Name of Vendor	Proposal Invitation Number
Tamara Hebert	Tamara Hebert
Signature of Authorized Company Official	Printed Name of Authorized Company Official

2-16-2023

Date

LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. ***If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.***

Location/Authorized Seller Name	**Contact Person**	**Contact Information** (Mailing Address, Phone, Fax, Email)
See enclosed John Deere dealer list for Texas.		

John Deere Dealers in TX (as of 2-17-2023)

	Name	Address	City	State	Zip	Phone	Fax No
1	BRAMLETT IMPLEMENT, INCORP.	3098 WEST WASHINGTON	STEPHENVILLE	TX	76401	2549684118	2549685938
2	BROOKSIDE EQUIPMENT SALES	11700 S SAM HOUSTON PKWY W	HOUSTON	TX	77031	7135413535	
3	BROOKSIDE EQUIPMENT SALES	13250 WEST ROAD	JERSEY VLG	TX	77041	7134667456	2814694738
4	BROOKSIDE EQUIPMENT SALES	1650 N LOOP 336 EAST	CONROE	TX	77301	9367886677	9367885590
5	BROOKSIDE EQUIPMENT SALES	17000 HIGHWAY 288B	ANGLETON	TX	77515	9798492325	
6	BROOKSIDE EQUIPMENT SALES	19003 I-45 NORTH	SPRING	TX	77388	2813530204	2812887566
7	BROOKSIDE EQUIPMENT SALES	2135 GULF FREEWAY SOUTH	LEAGUE CITY	TX	77573	2813381300	2813327420
8	BROOKSIDE EQUIPMENT SALES	28715 KATY-BROOKSHIRE ROAD	KATY	TX	77494	2813912165	2815744673
9	BROOKSIDE EQUIPMENT SALES	33400 US 290 FRONTAGE RD	HOCKLEY	TX	77447	2813731087	2813734691
10	BROOKSIDE EQUIPMENT SALES	3715 S SAM HOUSTON PKWY E	HOUSTON	TX	77047	7139437100	7139439102
11	KING RANCH AG & TURF	3476 S. HWY 77	ROBSTOWN	TX	78380	3613872564	3613875263
12	KING RANCH AG & TURF	3812 SOUTH PADRE ISLAND DR	CORPUS CHRISTI	TX	78415	3614520678	0000000000
13	KING RANCH AG & TURF	4195 N WHEELER STREET	JASPER	TX	75951	4093847523	4093847783
14	LAWSON IMPLEMENT CO., INC.	1130 S HIGHWAY 281	HAMILTON	TX	76531	2543868103	2543865010
15	LAWSON IMPLEMENT CO., INC.	190 HIGHWAY 84 WEST	GOLDTHWAITE	TX	76844	3256482272	3256482578
16	SHOPPA'S FARM SUPPLY, INC.	1012 HIGHWAY 95 NORTH	SHINER	TX	77984	3615943312	3615944300
17	SHOPPA'S FARM SUPPLY, INC.	1309 E AUSTIN	GIDDINGS	TX	78942	9795422259	9795427048
18	SHOPPA'S FARM SUPPLY, INC.	1402 FM 3156	BAY CITY	TX	77414	9792452711	9792451314
19	SHOPPA'S FARM SUPPLY, INC.	2210 HIGHWAY 90	LIBERTY	TX	77575	9363367226	9363369222
20	SHOPPA'S FARM SUPPLY, INC.	25830 US 59 ROAD	EL CAMPO	TX	77437	9795438363	9795436255
21	SHOPPA'S FARM SUPPLY, INC.	625 N SH 60 HWY	EAST BERNARD	TX	77435	9793354887	9793356569
22	SHOPPA'S FARM SUPPLY, INC.	9135 COLLEGE	BEAUMONT	TX	77707	4098421128	4098426216
23	SHOPPA'S FARM SUPPLY, INC.	9806 US HWY 59 NORTH	VICTORIA	TX	77905	3615787072	3617822462
24	SOUTH PLAINS IMPLEMENT, LTD.	105 AVENUE D	ABERNATHY	TX	79311	8062982541	8062982936
25	SOUTH PLAINS IMPLEMENT, LTD.	1245 WOODROW ROAD	SLATON	TX	79364	8068285811	8068286151
26	SOUTH PLAINS IMPLEMENT, LTD.	1519 AVENUE H	TAHOKA	TX	79373	8065614549	8065614375
27	SOUTH PLAINS IMPLEMENT, LTD.	1605 N HIGHWAY 87	LAMESA	TX	79331	8068725474	8068725759
28	SOUTH PLAINS IMPLEMENT, LTD.	1645 FM 403	BROWNFIELD	TX	79316	8066373594	8066378992
29	SOUTH PLAINS IMPLEMENT, LTD.	1783 E MARSHALL HOWARD BLVD	LITTLEFIELD	TX	79339	8063855108	8063856177
30	SOUTH PLAINS IMPLEMENT, LTD.	18770 ALAMEDA	TORNILLO	TX	79853	9157642263	9157642956
31	SOUTH PLAINS IMPLEMENT, LTD.	204 N HIGHWAY 385	SEMINOLE	TX	79360	4327581110	4327585727
32	SOUTH PLAINS IMPLEMENT, LTD.	2102 E HIGHWAY 82	CROSBYTON	TX	79322	8066752487	8066752217
33	SOUTH PLAINS IMPLEMENT, LTD.	224 HWY 82 EAST	LORENZO	TX	79343	8067630076	8066345474
34	SOUTH PLAINS IMPLEMENT, LTD.	2305 N HIGHWAY 208	COLORADO CITY	TX	79512	3257282260	3257282523
35	SOUTH PLAINS IMPLEMENT, LTD.	3011 NORTH HIGHWAY 87	BIG SPRING	TX	79720	4322638344	4322672757
36	SOUTH PLAINS IMPLEMENT, LTD.	3993 TRACTOR TRAIL	SAN ANGELO	TX	76905	3256534541	3256585073
37	SOUTH PLAINS IMPLEMENT, LTD.	4801 HIGHWAY 84	LUBBOCK	TX	79416	8067620638	8067620209
38	SOUTH PLAINS IMPLEMENT, LTD.	507 EAST COLISEUM DRIVE	SNYDER	TX	79549	3255732221	3255738974
39	SOUTH PLAINS IMPLEMENT, LTD.	601 EAST HIGHWAY 114	LEVELLAND	TX	79336	8068947343	8068945461
40	SOUTH PLAINS IMPLEMENT, LTD.	660 STATE HWY 214 NORTH	MORTON	TX	79346	8062665535	8062668978
41	SOUTH PLAINS IMPLEMENT, LTD.	8631 US HWY 67	BALLINGER	TX	76821	3253655773	3253655659
42	SOUTH PLAINS IMPLEMENT, LTD.	HIGHWAY 83 WEST ONE MILE	DENVER CITY	TX	79323	8065923501	8065923338
43	STORM LAWN & GARDEN, LLC	210 LAKEVIEW	GRAND PRAIRIE	TX	75051	9722624900	9722624686
44	TELLUS EQUIPMENT SOLUTIONS	11150 HWY 36 S	COMANCHE	TX	764429801	3253562593	3253562486
45	TELLUS EQUIPMENT SOLUTIONS	13220 W HIGHWAY 290	AUSTIN	TX	78737	7379104800	0000000000
46	TELLUS EQUIPMENT SOLUTIONS	133 COUNTY ROAD 4718	CASTROVILLE	TX	78009	8305383451	8305383453
47	TELLUS EQUIPMENT SOLUTIONS	1822 BENDSDALE ROAD	PLEASANTON	TX	78064	8305693833	8305694953
48	TELLUS EQUIPMENT SOLUTIONS	1875 US HIGHWAY 87 SOUTH	FREDERICKSBURG	TX	78624	8309972158	8309970862
49	TELLUS EQUIPMENT SOLUTIONS	1985 HIGHWAY 59 E	BEEVILLE	TX	78102	3613581717	3613580454
50	TELLUS EQUIPMENT SOLUTIONS	2000 E EXPRESSWAY 83	WESLACO	TX	78596	9569687502	9569684173

	Name	Address	City	State	Zip	Phone	Fax No
51	TELLUS EQUIPMENT SOLUTIONS	207 N. SUNSET STRIP	KENEDY	TX	78119	8305832017	8305832434
52	TELLUS EQUIPMENT SOLUTIONS	2230 TX HIGHWAY 16 SOUTH	BANDERA	TX	78003	8304606362	0000000000
53	TELLUS EQUIPMENT SOLUTIONS	2806 N EXPRESSWAY 77	HARLINGEN	TX	78552	9564233592	9564230807
54	TELLUS EQUIPMENT SOLUTIONS	28660 INTERSTATE 10 WEST	BOERNE	TX	78006	8307559080	8307559094
55	TELLUS EQUIPMENT SOLUTIONS	3030 N. AUSTIN STREET	SEGUIN	TX	78155	8303795477	8303792693
56	TELLUS EQUIPMENT SOLUTIONS	3555 W ALTON GLOOR BLVD	BROWNSVILLE	TX	78520	9563509865	9563503895
57	TELLUS EQUIPMENT SOLUTIONS	409 EAST US EXPRESSWAY 83	MISSION	TX	78572	9565851618	9565853252
58	TELLUS EQUIPMENT SOLUTIONS	4241 HIGHWAY 359 EAST	ALICE	TX	78332	3616647338	3616643071
59	TELLUS EQUIPMENT SOLUTIONS	509 W NAVARRO AVENUE	DE LEON	TX	76444	2548932061	2548937254
60	TELLUS EQUIPMENT SOLUTIONS	6585 E US HWY 90	UVALDE	TX	78801	8302785628	8302786060
61	TELLUS EQUIPMENT SOLUTIONS	688 HWY 97 EAST	FLORESVILLE	TX	78114	8303933436	8303932170
62	TELLUS EQUIPMENT SOLUTIONS	750 SOUTH IH 35	PEARSALL	TX	78061	8303343634	8303344537
63	TELLUS EQUIPMENT SOLUTIONS	8587 BANDERA ROAD	SAN ANTONIO	TX	78250	2106481765	2106481738
64	TELLUS EQUIPMENT SOLUTIONS	884 HARPER ROAD	KERRVILLE	TX	78028	8302166854	8307926703
65	TELLUS EQUIPMENT SOLUTIONS	9080 N INTERSTATE 35	NEW BRAUNFELS	TX	78130	8303284609	0000000000
66	TELLUS EQUIPMENT SOLUTIONS	945 FM 3168	RAYMONDVILLE	TX	78580	9566892481	9566896111
67	TELLUS EQUIPMENT SOLUTIONS	9880 US HIGHWAY 181	TAFT	TX	78390	3615282535	3615283314
68	UNITED AG & TURF	10576 US-277	MUNDAY	TX	76371	9404224534	9404224898
69	UNITED AG & TURF	1220 E LOOP 304	CROCKETT	TX	75835	9365442011	9365448550
70	UNITED AG & TURF	1409 WEST BROAD	MINEOLA	TX	75773	9035693845	9035691662
71	UNITED AG & TURF	14630 HIGHWAY 155 SOUTH	TYLER	TX	75703	9035816621	9035345469
72	UNITED AG & TURF	1520 ABBOTT AVENUE	HILLSBORO	TX	76645	2545822572	2545823211
73	UNITED AG & TURF	16331 PLEASANTVILLE ROAD	SAN ANTONIO	TX	78233	2104995060	2104995069
74	UNITED AG & TURF	1710 HIGHWAY 82 WEST	GAINESVILLE	TX	76240	9406686042	9406687504
75	UNITED AG & TURF	19677 US HWY 82 EAST	SEYMOUR	TX	76380	9408883104	9408882083
76	UNITED AG & TURF	2001 NE LOOP 7	ATHENS	TX	75752	9036758502	9036758590
77	UNITED AG & TURF	2098 VALLEY VIEW LANE	FARMERS BRANCH	TX	75234	2146303300	2146303366
78	UNITED AG & TURF	2112 S RED RIVER EXPRESSWAY	BURKBURNETT	TX	76354	9405691483	9405691396
79	UNITED AG & TURF	2195 NE LOOP 286	PARIS	TX	75460	9037846673	9037842484
80	UNITED AG & TURF	2308 BARNHARDT ROAD	TEMPLE	TX	76501	2547739916	2547703217
81	UNITED AG & TURF	2401 N TRAVIS AVE	CAMERON	TX	76520	2546976551	2546972377
82	UNITED AG & TURF	2402A W MOORE AVENUE	TERRELL	TX	75160	9725631298	9725634245
83	UNITED AG & TURF	2601 SOUTH JEFFERSON	MT. PLEASANT	TX	75455	9035727961	9035722269
84	UNITED AG & TURF	29750 US HWY 281	BULVERDE	TX	78163	8309808520	8304388521
85	UNITED AG & TURF	309 S. CLEVELAND	ROTAN	TX	79546	3257352252	3257352254
86	UNITED AG & TURF	3110 HIGHWAY 21 W	BRYAN	TX	77803	9798227684	9798238968
87	UNITED AG & TURF	3319 NORTH MAIN	CLEBURNE	TX	76033	8176417861	8176454301
88	UNITED AG & TURF	3404 E. INTERSTATE 20	WEATHERFORD	TX	76087	8174583330	0000000000
89	UNITED AG & TURF	3454 I-30 WEST	SULPHUR SPGS	TX	75482	9038852050	9038853401
90	UNITED AG & TURF	3927 NW STALLINGS DRIVE	NACOGDOCHES	TX	75964	9365647303	9365699539
91	UNITED AG & TURF	4000 WEST 2ND STREET	TAYLOR	TX	76574	5123525296	5123525297
92	UNITED AG & TURF	4017 LOOP 322	ABILENE	TX	79602	3256922255	3256922295
93	UNITED AG & TURF	4839 INTERSTATE 45	ENNIS	TX	75119	9728789691	9728787334
94	UNITED AG & TURF	511 SANTA ANNA AVENUE	COLEMAN	TX	76834	3256252126	3256255862
95	UNITED AG & TURF	520 HIGHWAY 79 SOUTH	HENDERSON	TX	75654	9036579549	9036550478
96	UNITED AG & TURF	5515 NORTH US HIGHWAY 281	MARBLE FALLS	TX	78654	8306935414	8306934617
97	UNITED AG & TURF	5709 AIRPORT FREEWAY	HALTOM CITY	TX	76117	8175329800	0000000000
98	UNITED AG & TURF	6005 EAST END BLVD SOUTH	MARSHALL	TX	75672	9039388891	9039388894
99	UNITED AG & TURF	6229 IH 35 SOUTH	WACO	TX	76706	2547565467	2542356658
100	UNITED AG & TURF	6469 SOUTH HWY 277	STAMFORD	TX	79553	3257732788	3257735383
101	UNITED AG & TURF	800 SAN ANGELO HWY	BRADY	TX	76825	3255972952	3255970674

	Name	Address	City	State	Zip	Phone	Fax No
102	UNITED AG & TURF	809 STEVE HAWKINS PWKY	MARBLE FALLS	TX	78654	8306936477	8306937791
103	UNITED AG & TURF	875 S HENRY HYNDS	VAN ALSTYNE	TX	75495	2145442900	2145442904
104	UNITED AG & TURF	900 EAST LOOP DRIVE	TEXARKANA	TX	75501	8707726904	8707736310
105	UNITED AG & TURF	900 S MEDFORD DRIVE	LUFKIN	TX	75901	9368997160	0000000000
106	UNITED AG & TURF	9769 S US HWY 287	RHOME	TX	76078	8177691482	8176362659
107	UNITED AG & TURF	9819 HIGHWAY 6	NAVASOTA	TX	77868	9368256575	9368257855
108	WESTERN EQUIPMENT, L.L.C.	10800 INTERSTATE 27	AMARILLO	TX	79119	8066223990	8066222491
109	WESTERN EQUIPMENT, L.L.C.	109 SW 24TH AVENUE	PERRYTON	TX	79070	8064354036	8064352616
110	WESTERN EQUIPMENT, L.L.C.	1207 S. RALLS HIGHWAY	FLOYDADA	TX	79235	8069833732	8069832515
111	WESTERN EQUIPMENT, L.L.C.	12098 EAST FREDERIC AVENUE	PAMPA	TX	79065	8066651888	8066651595
112	WESTERN EQUIPMENT, L.L.C.	13005 HIGHWAY 207 SOUTH	SPEARMAN	TX	79081	8066592568	8066592860
113	WESTERN EQUIPMENT, L.L.C.	1546 SOUTH HIGHWAY 385	DIMMITT	TX	79027	8066473324	8066473768
114	WESTERN EQUIPMENT, L.L.C.	2800 WEST AMERICAN BLVD	MULESHOE	TX	79347	8062724296	8062724296
115	WESTERN EQUIPMENT, L.L.C.	3401 NORTH INTERSTATE 27	PLAINVIEW	TX	79072	8062932538	8062935900
116	WESTERN EQUIPMENT, L.L.C.	502 1ST STREET	OLTON	TX	79064	8062852636	8062852458
117	WESTERN EQUIPMENT, L.L.C.	7769 US HIGHWAY 287	CHILDRESS	TX	79201	9409373693	9409373356
118	WESTERN EQUIPMENT, L.L.C.	923 HIGHWAY 87 SOUTH	DALHART	TX	79022	8062445608	8062445743
119	WESTERN EQUIPMENT, L.L.C.	939 N DUMAS AVENUE	DUMAS	TX	79029	8069357720	8069357668

MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

N/A

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

Zip

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* **(*attach W-9)**

PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

See enclosed supplement for answers to all questions.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.)* Attach additional pages if necessary.

4. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

Agriculture & Turf Division
2000 John Deere Run
Cary, NC 27513
Phone: 919 804 2000

February 16, 2023

Proposal Number:	706-23
Proposal Opening Date:	21 February 2023
Proposal Time:	4:00 PM CST
Proposal Title:	Grounds Maintenance Equipment, Parts, and Supplies

Reference: Proposal Invitation Questionnaire

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

   Deere & Company, also known as John Deere, has been in business since 1875. The company is not currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

   Deere & Company's Government Sales Department has a total of 5 Government Account Managers (GAMs), one of which is dedicated strictly to federal sales. The 4 remaining GAMs are responsible for state government sales in their respective geographies. The GAMs work closely with John Deere dealers to provide training and ensure the dealers' understanding of the quoting and selling process. John Deere also has an entire department of approximately 30 people dedicated to government sales. This includes an Order Management Team, who audits and processes purchase orders to verify contract pricing, products and eligibility. There are two Contract Administrators in the department that will ensure that contract compliance is maintained. The average number of years of government sales experience among this group is well over 15 years. John Deere has over 1500 dealer locations nationwide that agencies can utilize for contract quotes and equipment expertise.

JOHN DEERE

Agriculture & Turf Division
2000 John Deere Run
Cary, NC 27513
Phone: 919 804 2000

3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. (Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.) Attach additional pages if necessary.

   John Deere currently uses several forms of marketing to target the governmental and public customer segment:

   1. We have created a website where we prominently advertise the cooperative contracts we currently hold.

   2. The company produces a purchasing guide for government equipment. The purchasing guide, available in both print and electronic flash drive format, is used by the John Deere dealer network to promote the products.

   3. John Deere provides templates online for dealers to create their own mailings to promote products to governmental and public agencies.

   4. John Deere also prints detailed marketing brochures for the products being offered in this RFP. This literature is made available to dealers and includes features and benefits and equipment specifications.

4. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

   Deere & Company has been in the government sales business for over 25 years. Deere & Company has total assets of approximately $90 billion as evidenced by its 2022 Annual Report, which is one indicator of the company's financial strength. Deere & Company's Form 10-K has also been enclosed as proof of its financial strength.

   Deere & Company can provide a Certificate of Insurance (COI) upon BuyBoard's request to substantiate its insurance coverage limits. John Deere dealers are not subcontractors and will be delivering, setting up and performing any requested services for the equipment sold under this contract. John Deere dealerships are independently owned and operated businesses and maintain their own insurances. The insurance required will be the responsibility of the dealer to maintain. John Deere dealers can also provide COIs upon request as proof of their coverage.

   Deere & Company is a publicly traded company on the NYSE and has not been party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years.

JOHN DEERE

Agriculture & Turf Division
2000 John Deere Run
Cary, NC 27513
Phone: 919 804 2000

5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

   All litigation with potential and material effect to Deere & Company is referenced in the Company's 10K report, which has been included with our bid response.

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

   In the last 10 years Deere & Company has not defaulted, failed to complete or had any contracts terminated.

7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

   All litigation with potential and material effect to Deere & Company is referenced in the Company's 10K report, which has been included with our bid response.

Thank you.

Tamara Hebert

Tamara Hebert
Contract Administrator
Deere & Company
GovContractSupport@JohnDeere.com

VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

The General Terms and Conditions require that all Purchase Orders generated by or under any Contract awarded under this Proposal Invitation be processed through the BuyBoard and, except as expressly authorized in writing by the Cooperative administrator, Vendors are not authorized to process Purchase Orders received directly from Cooperative members that have not been processed through the BuyBoard or provided to the Cooperative. In accordance with this provision, Vendor may request authorization of the Cooperative administrator to self-report Cooperative member purchases if awarded a Contract under this Proposal Invitation. By making such a request, Vendor acknowledges and agrees that self-reporting is specifically subject to and conditioned upon (1) Vendor's agreement to the Additional Terms and Conditions for BuyBoard Self-Reporting which are included in this Proposal Invitation and incorporated herein for all purposes and (2) approval of this request in writing by the Cooperative administrator.

Note: This form is NOT required as part of your proposal. You should sign and return this form ONLY if you wish to request authorization to self-report BuyBoard purchases. Any request to self-report will not be effective, and Vendor shall not be authorized to self-report BuyBoard member purchases, unless and until (1) Vendor is awarded a Contract under this Proposal Invitation, and (2) the request has been approved in writing by the Cooperative administrator.

By my signature below, I hereby request authorization from the Cooperative administrator to self-report BuyBoard purchases if my company is awarded a Contract. I certify that I am authorized by the above-named Vendor to approve this form, and I have received and read the Additional Terms and Conditions for BuyBoard Self-Reporting included in this Proposal Invitation and do hereby approve and agree to such terms and conditions on behalf of Vendor.

NAME OF VENDOR: N/A _____

_____
Signature of Vendor Authorized Representative

Printed Name: _____

Title: _____

Date: _____

(*For Cooperative Administrator Use Only)*

Approved by BuyBoard Administrator: _____

Effective/Start Date for Self-Reporting: _____

REQUIRED FORMS CHECKLIST

(Please check (√) the following)

☒ Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

☒ Reviewed/Completed: **Proposal Acknowledgements**
☒ Reviewed/Completed: **Felony Conviction Disclosure**
☒ Reviewed/Completed: **Resident/Nonresident Certification**
☒ Reviewed/Completed: **Debarment Certification**
☒ Reviewed/Completed: **Vendor Employment Certification**
☒ Reviewed/Completed: **No Boycott Verification**
☒ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
☒ Reviewed/Completed: **Historically Underutilized Business Certification**
☒ Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
☒ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
☒ Reviewed/Completed: **Deviation and Compliance**
☒ Reviewed/Completed: **Vendor Consent for Name Brand Use**
☒ Reviewed/Completed: **Confidential/Proprietary Information**
☒ Reviewed/Completed: **EDGAR Vendor Certification**
☒ Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

☒ Reviewed/Completed: **Vendor Business Name**
☒ Reviewed/Completed: **Vendor Contact Information** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
☒ Reviewed/Completed: **Governmental References**
☒ Reviewed/Completed: **Company Profile**
☒ Reviewed/Completed: **Texas Regional Service Designation** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **State Service Designation** (*complete in electronic proposal submission system)*
☒ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** *(Vendors serving outside Texas only)*
☒ Reviewed/Completed: **Local/Authorized Seller Listings**
☒ Reviewed/Completed: **Manufacturer Dealer Designation**
☒ Reviewed/Completed: **Proposal Invitation Questionnaire**
☒ Reviewed/Completed: **Vendor Request to Self-Report BuyBoard Purchases** *(Optional)*

☒ Reviewed/Completed: **Proposal Specifications** *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) and* **Manufacturer Authorization Letters** *must be submitted with the Proposal or the Proposal will not be considered.*

PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted**.

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for "**Pre-Owned/Reconditioned/Retired Rental**" equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY

1. Discount (%) off catalog/pricelist for **Tractors, Equipment, Supplies, and Accessories** (20 to 200 Engine HP).
2. Discount (%) off catalog/pricelist for **Lawn and Garden Tractors, Equipment, Supplies, and Accessories.**
3. Discount (%) off catalog/pricelist for **Front Mowers, Equipment, Supplies, and Accessories.**
4. Discount (%) off catalog/pricelist for **Wide Area Mowers, Equipment, Supplies, and Accessories.**
5. Discount (%) off catalog/pricelist for **Zero Turn Mowers, Equipment, Supplies, and Accessories.**
6. Discount (%) off catalog/pricelist for **Walk Behind Mowers, Equipment, Supplies, and Accessories.**
7. Discount (%) off catalog/pricelist for **Golf and Turf Carts and Equipment, Supplies, and Accessories** (for uses in fleet, food/beverage, hospitality, maintenance, personal and transport).
8. Discount (%) off catalog/pricelist for **All (Utility) Terrain Vehicles, Equipment, Supplies, and Accessories.**
9. Discount (%) off catalog/pricelist for **Cutters and Shredders, Equipment, Supplies, and Accessories.**
10. Discount (%) off catalog/pricelist for **Sprayers, Supplies, and Accessories.**
11. Discount (%) off catalog/pricelist for **Scrapers, Supplies, and Accessories.**
12. Discount (%) off catalog/pricelist for **Hand-Held Grounds Maintenance Equipment, Supplies, and Accessories.**
13. Discount (%) off catalog/pricelist for **Landscape and Turf Care Attachments.**
14. Discount (%) off catalog/pricelist for **Parking Lot/Sidewalk Sweepers, Supplies, and Accessories.**
15. Discount (%) off catalog/pricelist for **Turf Maintenance Sweepers and Equipment, Supplies, and Accessories.**
16. Discount (%) off catalog/pricelist for **Outdoor Scrubbers, Supplies, and Accessories.**
17. Discount (%) off catalog/pricelist for **Hydroseeding Equipment, Supplies, and Accessories.**
18. Discount (%) off catalog/pricelist for **Bark and Straw Blowers and Crimper Equipment, Supplies, and Accessories.**

19. Discount (%) off catalog/pricelist for **All Other Types of Grounds Maintenance Equipment, Supplies and Accessories.**
20. Discount (%) off catalog/pricelist for **Ground Maintenance Equipment Repair Parts.**
21. Discount (%) off catalog/pricelist for **Ground Maintenance Equipment Service Agreements.**

Section II: Grounds Maintenance Equipment-RENTAL ONLY (Rental Rate Price Sheet must be submitted with Proposal or Proposal will not be considered).

22. Discount (%) off catalog/pricelist for **Rental of All Types of Grounds Maintenance Equipment, Accessories and Attachments.**

Section III: Grounds Maintenance Equipment (Pre-Owned/Reconditioned/Retired Rental)-PURCHASE ONLY (Pre-Owned/Reconditioned/Retired Rental catalog/pricelist must be submitted with Proposal or Proposal will not be considered).

23. Discount (%) off catalog/pricelist for **Pre-Owned/Reconditioned/Retired Rental of All Grounds Maintenance Equipment.**

Section IV: Installation and Repair Service

24. **Hourly Labor Rate for Installation/Repair Service of Grounds Maintenance Equipment and Related Products** - Not to Exceed hourly labor rate for Installation/Repair Service Grounds Maintenance Equipment and Related Products

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THE LOCAL GOVERNMENT PURCHASING COOPERATIVE
ADDENDUM NO. 1

Proposal Invitation No. 706-23
Grounds Maintenance Equipment, Parts, and Supplies

The following addendum is issued to Proposal Invitation 706-23, Grounds Maintenance Equipment, Parts, and Supplies and shall become a permanent part of the Proposal Invitation document:

PROPOSAL DUE DATE
The proposal deadline has been extended for this proposal invitation until **February 21, 2023, at 4:00 P.M.**

Please sign and return one copy of this Addendum with your proposal as verification of your receipt and compliance with the information contained in this Addendum.

Company Name: Deere & Company

Address: 2000 John Deere Run Cary, NC 27513

Signature of Authorized Company Official: Tamara Hebert

Title: Contract Administrator

Telephone Number: 800-358-5010, opt. 2

Date: 2-16-2023

John Deere Company Information

Address: 2000 John Deere Run
Cary, NC 27513
Phone: (800) 358-5010
Fax: (309) 749-2313

By submitting your response, you certify that you are authorized to represent and bind your company.

Tamara Hebert
Signature

GovContractSupport@JohnDeere.com
Email

Submitted at 2/20/2023 08:42:56 AM (CT)

Requested Attachments

BuyBoard Proposal Invitation No. 706-23 Grounds Maintenance Equipment, Parts, and Supplies — Proposal-No-706-23_Submit.pdf

REQUIRED-In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. NOTICE: DO NOT complete proposal forms in internet browser. No data will be stored. Download file to computer and complete proposal forms prior to submitting. (Please DO NOT password protect uploaded files.)

Catalog/Pricelist — PricePg_Upload_Explanation_706-23_Submit.pdf

REQUIRED-In Excel or PDF format, upload catalog(s)/pricelist(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (Please DO NOT password protect uploaded files.)

Catalog/Pricelist (Rental Rate Price Sheet for Line Item No. 22 must be submitted with Proposal or Proposal will not be considered) — *No response*

In Excel or PDF format, upload Rental Rate Price Sheet for Line Item No. 22. Must be submitted with Proposal or Proposal will not be considered in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (Please DO NOT password protect uploaded files.)

Catalog/Pricelist (Pre-Owned/Reconditioned/Retired Rental Catalog/Pricelist for Line Item No. 23 catalog/pricelist must be submitted with Proposal or Proposal will not be considered) — *No response*

In Excel or PDF format, upload Pre-Owned/Reconditioned/Retired Rental catalog/pricelist for Line Item No. 23. Must be submitted with Proposal or Proposal will not be considered in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (Please DO NOT password protect uploaded files.)

Addendum No. 1 — Addendum1-706-23_Signed.pdf

REQUIRED - In PDF format, upload addendum document available for download at vendor.buyboard.com including any additional pages, as necessary. (Please DO NOT password protect uploaded files.)

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed — Deviations_706-23_Submit.pdf

In PDF format and if necessary, vendor shall attach detailed information regarding exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (Please DO NOT password protect uploaded files.)

Company Profile Company_Profile_706-23.pdf

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in Word format, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

IRS Form W-9 Request for Taxpayer Identification Number and Certification W-9_Rev_Oct2018_Signed_Jan2023_PhysicalAddressOnly.pdf

REQUIRED-In PDF format, upload W-9 form. (Please DO NOT password protect uploaded files.)

Response Attachments

Addendum1-706-23_Signed.pdf

Addendum 1

Form_10-K_Deere.pdf

Form 10-K

Manufacturer Ltr_706-23.pdf

Manufacturer Letter

Multiple Unit Discount Guidelines_706-23.pdf

Multiple Unit Discount

Supplement_Letter_Invitation_Questionnaire_706-23_Submit.pdf

Invitation Questionnaire

TX_Dealer_List_Edited.pdf

John Deere Dealers in TX

W-9_Rev_Oct2018_Signed_Jan2023_PhysicalAddressOnly.pdf

W-9

Warranty_Statements.pdf

Warranty Statements

Itm1_9_AgImplemnts_1Feb23.pdf

Price Pgs Items 1 & 9 - Ag Implements

Itm1_5000E_60E_67E_75E_1Feb23.pdf

Price Pgs Item 1 - Tractors 5000E, 5060E, 5067E, 5075E

Itm1_5000M_EN_GL_GN_GV_1Feb23.pdf

Price Pgs Item 1 - Tractors 5000Ms, ENs, GL, etc.

Itm1_5090E_90EL_100E_1Feb23.pdf

Price Pgs Item 1 - Tractors 5090E, 5090EL, 5100E

Itm1_6000s_1Feb23.pdf

Price Pgs Item 1 - Tractors 6000s

Itm1_Ag_Mgmt_Sys_1Feb23.pdf

Price Pgs Item 1 - Ag Management Solutions

Itm1_CUTs_Implements_1Feb23.pdf

Price Pgs Item 1 - Implements for Compact Tractors

Itm1_Tractor_1000-4000_1Feb23.pdf

Price Pgs Item 1 - Compact Tractors 1000-4000 Series

Itm2_RLE_Implements_1Feb23.pdf

Price Pgs Item 2 - Implements for Lawn Equipment

Itm2_S100s_S200s_1Feb23.pdf

Price Pgs Item 2 - S100 and S200 Series Riding Mowers

Itm2_X300s_1Feb23.pdf

Price Pgs Item 2 - X300s Lawn Tractors

Itm2_X500s_X700s_1Feb23.pdf

Price Pgs Item 2 - X500s and X700s Lawn Tractors

Itm2_Z300s_Z500s_1Feb23.pdf

Price Pgs Item 2 - Z300s and Z500s Residential Ztraks

Itm2_Z700s_1Feb23.pdf

Price Pgs Item 2 - Z700 Residential Ztraks

Itm3_Comm_FrontMwrs_1Feb23.pdf

Price Pgs Item 3 - Front Mowers

Itm3_Comm_Implements_1Feb23.pdf

Price Pgs Item 3 - Commercial Mower Implements & Attachments

Itm4_Comm_WideAreaMwrs_1Feb23.pdf

Price Pgs Item 4 - Wide Area Mowers

Itm5_Comm_ZeroTurnMwrs_1Feb23.pdf

Price Pgs Item 5 - Commercial Zero Turn Mowers

Itm6_WalkBehindMwr_1Feb23.pdf

Price Pgs Item 6 - Commercial Walk Behind Mower

Itm7_Golf_Aeration_1Feb23.pdf

Price Pgs Item 7 - Golf Aeration Equipment

Itm7_Golf_FleetMgmt_1Feb23.pdf

Price Pgs Item 7 - Golf Fleet Mgmnt

Itm7_Golf_ReelMwrs_1Feb23.pdf

Price Pgs Item 7 - Golf Reel Mowers

Itm7_Golf_SpecAppVehcls_1Feb23.pdf

Price Pgs Item 7 - Golf Special Application Vehicles

Itm7_Golf_SpecialAppMwr_1Feb23.pdf

Price Pgs Item 7 - Golf Special Application Mowers

Itm8_UVs_HPX_1Feb23.pdf

Price Pgs Item 8 - HPX Utility Vehicles

Itm8_UVs_TE_TH_TS_TX_1Feb23.pdf

Price Pgs Item 8 - TE, TH, TS, TX Utility Vehicles

Itm8_UVs_XUV500_1Feb23.pdf

Price Pgs Item 8 - XUV500s Utility Vehicles

Itm8_UVs_XUV800_1Feb23.pdf

Price Pgs Item 8 - XUV800s Utility Vehicles

Itm9_Fron_CutMow_1Feb23.pdf

Price Pgs Item 9 - Frontier Cutting & Mowing

Itm10_Fron_Sprayers_1Feb23.pdf

Price Pgs Item 10 - Frontier Sprayers

Itm10_Sprayers_1Feb23.pdf

Price Pgs Item 10 - Sprayers

Itm11_Fron_MatlHandling_1Feb23.pdf

Price Pgs Item 11 - Frontier Material Handling

Itm13_Fron_Landscaping_1Feb23.pdf

Price Pgs Item 13 - Frontier Landscaping

Itm15_Golf_DebrisMaint_1Feb23.pdf

Price Pgs Item 15 - Golf Debris Maintenance

Itm19_Combines_1Feb23.pdf

Price Pgs Item 19 - Combine

Itm19_Cotton_1Feb23.pdf

Price Pgs Item 19 - Cotton

Itm19_Fron_Cotton_1Feb23.pdf

Price Pgs Item 19 - Frontier Cotton

Itm19_Fron_HayForage_1Feb23.pdf

Price Pgs Item 19 - Frontier Hay & Forage

Itm19_Fron_Livestock_1Feb23.pdf

Price Pgs Item 19 - Frontier Livestock

Itm19_Fron_Seeding_1Feb23.pdf

Price Pgs Item 19 - Frontier Seeding

Itm19_Fron_Snow_1Feb23.pdf

Price Pgs Item 19 - Frontier Snow

Itm19_Fron_Tillage_1Feb23.pdf

Price Pgs Item 19 - Frontier Tillage

Itm19_Hay_Forage_1Feb23.pdf

Price Pgs Item 19 - Hay & Forage

Itm19_Planting_Seeding_1Feb23.pdf

Price Pgs Item 19 - Planting & Seeding

Itm19_Tillage_1Feb23.pdf

Price Pgs Item 19 - Tillage

Bid Attributes

1	**Federal Identification Number** Federal Identification Number 36-2382580
2	**HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification** HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

3 **No Israel Boycott Certification**

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"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. TEX. GOV'T CODE §808.001(1).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Yes

4 **No Excluded Nation or Foreign Terrorist Organization Certification**

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

Yes

5 **MWBE/HUB Status Certification**

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form.

I certify that my company has been certified as a MWBE/HUB in the following categories: *(Please check all that apply)*

6 **Minority Owned Business**

Minority Owned Business

☐ *Minority Owned Business (Yes)*

7 **Women Owned Business**

Women Owned Business

☐ *Women Owned Business (Yes)*

8 **Service-Disabled Veteran Owned Business**

Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)

☐ *Service-Disabled Veteran Owned Business (Yes)*

9	**Certification Number** Certification Number *No response*
10	**Name of Certifying Agency** Certifying Agency *No response*
11	**Non-MWBE/HUB** My company has NOT been certified as a MWBE/HUB ☑ Non-HUB (Yes)
12	**Vendor General Contact Information** Proposal/Contract General Contact Information
13	**Vendor Proposal/Contract Contact Name** Vendor Proposal/Contract Contact Name Tamara Hebert
14	**Vendor Proposal/Contract Contact E-mail Address** Vendor Proposal/Contract Contact E-mail Address GovContractSupport@JohnDeere.com
15	**Vendor Proposal/Contract Mailing Address** Vendor Proposal/Contract Mailing Address 2000 John Deere Run
16	**Vendor Proposal/Contact Mailing Address - City** Vendor Proposal/Contact Mailing Address - City Cary
17	**Vendor Proposal/Contact Mailing Address - State** Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name) NC
18	**Vendor Proposal/Contact Mailing Address - Zip Code** Vendor Proposal/Contact Mailing Address - Zip Code 27513
19	**Vendor Proposal/Contact Phone Number** Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx) 800-358-5010
20	**Vendor Proposal/Contact Extension Number** Vendor Proposal/Contact Extension Number 2862

21 **Company Website**

Company Website (www.XXXXX.com)

www.deere.com

22 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- I will use the internet to receive Purchase Orders at the following address

Yes

23 **Purchase Order E-mail Address**

Purchase Order E-mail Address

SABDSupport@JohnDeere.com

24 **Purchase Order Contact Name**

Purchase Order Contact Name

Order Management Team

25 **Purchase Order Contact Phone Number**

Purchase Order Contact Phone Number (xxx-xxx-xxxx)

800-358-5010

26 **Purchase Order Contact Extension Number**

Purchase Order Contact Extension Number

2

27 **Alternate Purchase Order E-mail Address**

Alternate Purchase Order E-mail Address

No response

28 **Alternate Purchase Order Contact Name**

Alternate Purchase Order Contact Name

No response

29 **Alternate Purchase Order Contact Phone Number**

Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx)

No response

30 **Alternate Purchase Order Contact Extension Number**

Alternate Purchase Order Contact Extension Number

No response

31 Purchase Orders Contact Information

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

No

32 Request for Quotes (RFQ)

Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

33 Request for Quote (RFQ) E-mail Address

Request for Quote (RFQ) E-mail Address

GovContractSupport@JohnDeere.com

34 Request for Quote (RFQ) Contact Name

Request for Quote (RFQ) Contact Name

Contract Administration

35 Request for Quote (RFQ) Contact Phone Number

Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

800-358-5010

36 Request for Quote (RFQ) Contact Extension Number

Request for Quote (RFQ) Contact Extension Number

2

37 Alternate Request for Quote (RFQ) E-mail Address

Alternate Request for Quote (RFQ) E-mail Address

No response

38 Alternate Request for Quote (RFQ) Contact Name

Alternate Request for Quote (RFQ) Contact Name

No response

39 Alternate Request for Quote (RFQ) Contact Phone Number

Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

No response

40 Alternate Request for Quote (RFQ) Contact Extension Number

Alternate Request for Quote (RFQ) Contact Extension Number

No response

41 **Invoices**

Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved**.

42 **Invoices**

Please choose <u>only one (1)</u> of the following options for receipt of invoices and provide the requested information:

(a) Service fee invoices and related communications should be provided directly to my company at:

or

(b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent:

If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.

Service fee invoices and notices direct to company

43 **Invoice Company Name**

Invoice Company Name

Deere & Company

44 **Invoice Company Department Name**

Invoice Company Department Name

Government Sales

45 **Invoice Contact Name**

Invoice Contact Name

Contract Administration

46 **Invoice Mailing Address**

Invoice Mailing Address (P.O. Box or Street Address)

2000 John Deere Run

47 **Invoice Mailing Address - City**

Invoice Mailing Address - City

Cary

48 **Invoice Mailing Address - State**

Invoice Mailing Address - State (Abbreviate State Name)

NC

49 **Invoice Mailing Address - Zip Code**

Invoice Mailing Address (Zip Code)

27513

50 **Invoice Contact Phone Number**

Invoice Contact Phone Number (xxx-xxx-xxxx)

800-358-5010

51 **Invoice Contact Extension Number**

Invoice Contact Extension Number

2

52 **Invoice Contact Fax Number**

Invoice Contact Fax Number (xxx-xxx-xxxx)

309-749-2313

53 **Invoice Contact E-mail Address**

Invoice Contact E-mail

GovContractSupport@JohnDeere.com

54 **Invoice Contact Alternate E-mail Address**

Invoice Contact Alternate E-mail Address

No response

55 **Billing Agent Company Name**

Billing Agent Company Name

N/A

56 **Billing Agent Department Name**

Billing Agent Department Name

N/A

57 **Billing Agent Contact Name**

Billing Agent Contact Name

N/A

58 **Billing Agent Mailing Address**

Billing Agent Mailing Address (P.O. Box or Street Address)

N/A

59 **Billing Agent Mailing Address - City**

Billing Agent Mailing Address - City

N/A

60 **Billing Agent Mailing Address - State**

Billing Agent Mailing Address - State (Abbreviate State Name)

N/A

61 **Billing Agent Mailing Address - Zip Code**

Billing Agent Mailing Address - Zip Code

N/A

62 **Billing Agent Contact Phone Number**

Billing Agent Contact Phone Number (xxx-xxx-xxxx)

N/A

63 **Billing Agent Contact Extension Number**

Billing Agent Contact Extension Number

N/A

64 **Billing Agent Fax Number**

Billing Agent Fax Number

N/A

65 **Billing Agent Contact E-mail Address**

Billing Agent Contact E-mail Address

N/A

66 **Billing Agent Alternative E-mail Address**

Billing Agent Alternative E-mail Address

N/A

67 **Shipping Via**

Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other

Common Carrier

68 **Payment Terms**

Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).

Net 30 after receipt of invoice from Deere

69 **Vendor's Internal/Assigned Reference/Quote Number**

Vendor's Internal/Assigned Reference/Quote Number

No response

70 **State or Attach Return Policy**

Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative.

Aside from a piece of equipment being defective, John Deere does not have a return policy for commercial equipment.

71 **Electronic Payments**

Are electronic payments acceptable to your company?

Yes

72 **Credit Card Payments**

Are credit card payments acceptable to your company?

No

73 **Texas Regional Service Designation**

Texas Regional Service Designation - Refer to Form in Proposal Invitation

The Cooperative (referred to as “Texas Cooperative” in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

74 **Company Name**

Company Name

Deere & Company

75 **Texas Regional Service Designation**

Select only one of the following options**.** If you select **"I will NOT serve all Regions of Texas",** you must then check the individual Regions you wish to serve.

All Regions

76 **Region 1**

Region 1 - Edinburg

☐ *Region 1 (1)*

77 **Region 2**

Region 2 - Corpus Christi

☐ *Region 2 (2)*

78 **Region 3**

Region 3 - Victoria

☐ *Region 3 (3)*

79 **Region 4**

Region 4 - Houston

☐ *Region 4 (4)*

80 **Region 5**

Region 5 - Beaumont

☐ *Region 5 (5)*

81 **Region 6**

Region 6 - Huntsville

☐ *Region 6 (6)*

82 **Region 7**

Region 7 - Kilgore

☐ *Region 7 (7)*

83	**Region 8** Region 8 - Mount Pleasant ☐ *Region 8 (8)*
84	**Region 9** Region 9 - Wichita Falls ☐ *Region 9 (9)*
85	**Region 10** Region 10 - Richardson ☐ *Region 10 (10)*
86	**Region 11** Region 11 - Fort Worth ☐ *Region 11 (11)*
87	**Region 12** Region 12 - Waco ☐ *Region 12 (12)*
88	**Region 13** Region 13 - Austin ☐ *Region 13 (13)*
89	**Region 14** Region 14 - Abilene ☐ *Region 14 (14)*
90	**Region 15** Region 15 - San Angelo ☐ *Region 15 (15)*
91	**Region 16** Region 16 - Amarillo ☐ *Region 16 (16)*
92	**Region 17** Region 17 - Lubbock ☐ *Region 17 (17)*
93	**Region 18** Region 18 - Midland ☐ *Region 18 (18)*
94	**Region 19** Region 19 - El Paso ☐ *Region 19 (19)*

95 **Region 20**

Region 20 - San Antonio

☐ *Region 20 (20)*

96 **State Service Designation**

State Service Designation - Refer to Form in Proposal Invitation.

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. *By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*

97 **Company Name**

Company Name

Deere & Company

98 **State Service Designation**

Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve.

All States

99 **Alabama**

Alabama

☐ *Alabama (AL)*

100 **Alaska**

Alaska

☐ *Alaska (AK)*

101 **Arizona**

Arizona

☐ *Arizona (AZ)*

102 **Arkansas**

Arkansas

☐ *Arkansas (AR)*

103 **California**

California (Public Contract Code 20118 & 20652)

☐ *California (CA)*

104	**Colorado** Colorado ☐ *Colorado (CO)*
105	**Connecticut** Connecticut ☐ *Connecticut (CT)*
106	**Delaware** Delaware ☐ *Delaware (DE)*
107	**District of Columbia** District of Columbia ☐ *District of Columbia (DC)*
108	**Florida** Florida ☐ *Florida (FL)*
109	**Georgia** Georgia ☐ *Georgia (GA)*
110	**Hawaii** Hawaii ☐ *Hawaii (HI)*
111	**Idaho** Idaho ☐ *Idaho (ID)*
112	**Illinois** Illinois ☐ *Illinois (IL)*
113	**Indiana** Indiana ☐ *Indiana (IN)*
114	**Iowa** Iowa ☐ *Iowa (IA)*
115	**Kansas** Kansas ☐ *Kansas (KS)*

116	**Kentucky** Kentucky ☐ *Kentucky (KY)*
117	**Louisiana** Louisiana ☐ *Louisiana (LA)*
118	**Maine** Maine ☐ *Maine (ME)*
119	**Maryland** Maryland ☐ *Maryland (MD)*
120	**Massachusetts** Massachusetts ☐ *Massachusetts (MA)*
121	**Michigan** Michigan ☐ *Michigan (MI)*
122	**Minnesota** Minnesota ☐ *Minnesota (MN)*
123	**Mississippi** Mississippi ☐ *Mississippi (MS)*
124	**Missouri** Missouri ☐ *Missouri (MO)*
125	**Montana** Montana ☐ *Montana (MT)*
126	**Nebraska** Nebraska ☐ *Nebraska (NE)*
127	**Nevada** Nevada ☐ *Nevada (NV)*

128	**New Hampshire** New Hampshire ☐ *New Hampshire (NH)*
129	**New Jersey** New Jersey ☐ *New Jersey (NJ)*
130	**New Mexico** New Mexico ☐ *New Mexico (NM)*
131	**New York** New York ☐ *New York (NY)*
132	**North Carolina** North Carolina ☐ *North Carolina (NC)*
133	**North Dakota** North Dakota ☐ *North Dakota (ND)*
134	**Ohio** Ohio ☐ *Ohio (OH)*
135	**Oklahoma** Oklahoma ☐ *Oklahoma (OK)*
136	**Oregon** Oregon ☐ *Oregon (OR)*
137	**Pennsylvania** Pennsylvania ☐ *Pennsylvania (PA)*
138	**Rhode Island** Rhode Island ☐ *Rhode Island (RI)*
139	**South Carolina** South Carolina ☐ *South Carolina (SC)*

140	**South Dakota** South Dakota ☐ *South Dakota (SD)*
141	**Tennessee** Tennessee ☐ *Tennessee (TN)*
142	**Texas** Texas ☐ *Texas (TX)*
143	**Utah** Utah ☐ *Utah (UT)*
144	**Vermont** Vermont ☐ *Vermont (VT)*
145	**Virginia** Virginia ☐ *Virginia (VA)*
146	**Washington** Washington ☐ *Washington (WA)*
147	**West Virginia** West Virginia ☐ *West Virginia (WV)*
148	**Wisconsin** Wisconsin ☐ *Wisconsin (WI)*
149	**Wyoming** Wyoming ☐ *Wyoming (WY)*

Bid Lines

1 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Tractors, Equipment, Supplies, and Accessories** (20 to 200 Engine HP). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 17%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Itm1_Tractor_1000-4000_1Feb23

Alternate 1

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY
Discount (%) off catalog/pricelist for Tractors, Equipment, Supplies, and Accessories (20 to 200 Engine HP). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 17%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Itm1_CUTs_Implements_1Feb23

Alternate 2

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY
Discount (%) off catalog/pricelist for Tractors, Equipment, Supplies, and Accessories (20 to 200 Engine HP). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 13%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Itm1_5000E_60E_67E_75E_1Feb23

Alternate 3

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY
Discount (%) off catalog/pricelist for Tractors, Equipment, Supplies, and Accessories (20 to 200 Engine HP). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 18%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Itm1_5090E_90EL_100E_1Feb23

Alternate 4

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY
Discount (%) off catalog/pricelist for Tractors, Equipment, Supplies, and Accessories (20 to 200 Engine HP). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 21%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Itm1_5000M_EN_GL_GN_GV_1Feb23

Alternate 5

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY
Discount (%) off catalog/pricelist for Tractors, Equipment, Supplies, and Accessories (20 to 200 Engine HP). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 23%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Itm1_6000s_1Feb23

Alternate 6

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY
Discount (%) off catalog/pricelist for Tractors, Equipment, Supplies, and Accessories (20 to 200 Engine HP). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 23%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Itm1_9_AgImplemnts_1Feb23

Alternate 7

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY
Discount (%) off catalog/pricelist for Tractors, Equipment, Supplies, and Accessories (20 to 200 Engine HP). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 3%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Itm1_Ag_Mgmt_Sys_1Feb23

2 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Lawn and Garden Tractors, Equipment, Supplies, and Accessories**.
Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 3%

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Itm2_Z300s_Z500s_1Feb23

Alternate 1

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY
Discount (%) off catalog/pricelist for Lawn and Garden Tractors, Equipment, Supplies, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 8%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Itm2_Z700s_1Feb23

Alternate 2

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY
Discount (%) off catalog/pricelist for Lawn and Garden Tractors, Equipment, Supplies, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 3%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Itm2_S100s_S200s_1Feb23

Alternate 3

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY
Discount (%) off catalog/pricelist for Lawn and Garden Tractors, Equipment, Supplies, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 17%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Itm2_X300s_1Feb23

Alternate 4

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY
Discount (%) off catalog/pricelist for Lawn and Garden Tractors, Equipment, Supplies, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 17%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Itm2_X500s_X700s_1Feb23

Alternate 5

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY
Discount (%) off catalog/pricelist for Lawn and Garden Tractors, Equipment, Supplies, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 17%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Itm2_RLE_Implements_1Feb23

3 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Front Mowers, Equipment, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 22%

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Itm3_Comm_FrontMwrs_1Feb23

Alternate 1

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY
Discount (%) off catalog/pricelist for Front Mowers, Equipment, Supplies, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 22%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Itm3_Comm_Implements_1Feb23

4 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Wide Area Mowers, Equipment, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 22%

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Itm4_Comm_WideAreaMwrs_1Feb23

5 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Zero Turn Mowers, Equipment, Supplies, and Accessories**. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 22%

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Itm5_Comm_ZeroTurnMwrs_1Feb23

6 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Walk Behind Mowers, Equipment, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 22%

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Itm6_WalkBehindMwr_1Feb23

7 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Golf and Turf Carts and Equipment, Supplies, and Accessories** (for uses in fleet, food/beverage, hospitality, maintenance, personal and transport). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 23%

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Itm7_Golf_Aeration_1Feb23

Alternate 1

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY
Discount (%) off catalog/pricelist for Golf and Turf Carts and Equipment, Supplies, and Accessories (for uses in fleet, food/beverage, hospitality, maintenance, personal and transport). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 23%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Itm7_Golf_ReelMwrs_1Feb23

Alternate 2

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY
Discount (%) off catalog/pricelist for Golf and Turf Carts and Equipment, Supplies, and Accessories (for uses in fleet, food/beverage, hospitality, maintenance, personal and transport). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 23%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Itm7_Golf_SpecialAppMwr_1Feb23

Alternate 3

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY
Discount (%) off catalog/pricelist for Golf and Turf Carts and Equipment, Supplies, and Accessories (for uses in fleet, food/beverage, hospitality, maintenance, personal and transport). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 23%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Itm7_Golf_SpecAppVehcls_1Feb23

Alternate 4

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY
Discount (%) off catalog/pricelist for Golf and Turf Carts and Equipment, Supplies, and Accessories (for uses in fleet, food/beverage, hospitality, maintenance, personal and transport). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 12%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Itm7_Golf_FleetMgmt_1Feb23

8 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **All (Utility) Terrain Vehicles, Equipment, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 13%

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Itm8_UVs_HPX_1Feb23

Alternate 1

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY
Discount (%) off catalog/pricelist for All (Utility) Terrain Vehicles, Equipment, Supplies, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 16%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Itm8_UVs_TE_TH_TS_TX_1Feb23

Alternate 2

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY
Discount (%) off catalog/pricelist for All (Utility) Terrain Vehicles, Equipment, Supplies, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 13%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Itm8_UVs_XUV500_1Feb23

Alternate 3

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY
Discount (%) off catalog/pricelist for All (Utility) Terrain Vehicles, Equipment, Supplies, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 13%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Itm8_UVs_XUV800_1Feb23

9 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Cutters and Shredders, Equipment, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 23%

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Itm1_9_AgImplemnts_1Feb23

Alternate 1

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY
Discount (%) off catalog/pricelist for Cutters and Shredders, Equipment, Supplies, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 17%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Itm9_Fron_CutMow_1Feb23

10

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY

Discount (%) off catalog/pricelist for **Sprayers, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 21%

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Itm10_Sprayers_1Feb23

Alternate 1

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY
Discount (%) off catalog/pricelist for Sprayers, Supplies, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 17%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Itm10_Fron_Sprayers_1Feb23

11

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY

Discount (%) off catalog/pricelist for **Scrapers, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 17%

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Itm11_Fron_MatlHandling_1Feb23

12

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY

Discount (%) off catalog/pricelist for **Hand-Held Grounds Maintenance Equipment, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

13

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY

Discount (%) off catalog/pricelist for **Landscape and Turf Care Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 17%

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Itm13_Fron_Landscaping_1Feb23

14 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Parking Lot/Sidewalk Sweepers, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

15

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY

Discount (%) off catalog/pricelist for **Turf Maintenance Sweepers and Equipment, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 23%

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Itm15_Golf_DebrisMaint_1Feb23

16

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY

Discount (%) off catalog/pricelist for **Outdoor Scrubbers, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

17 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **Hydroseeding Equipment, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

18

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY

Discount (%) off catalog/pricelist for **Bark and Straw Blowers and Crimper Equipment, Supplies, and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

19 **Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY**

Discount (%) off catalog/pricelist for **All Other Types of Grounds Maintenance Equipment, Supplies and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 21%

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Itm19_Combines_1Feb23

Alternate 1

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY
Discount (%) off catalog/pricelist for All Other Types of Grounds Maintenance Equipment, Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 21%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Itm19_Cotton_1Feb23

Alternate 2

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY
Discount (%) off catalog/pricelist for All Other Types of Grounds Maintenance Equipment, Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 21%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Itm19_Hay_Forage_1Feb23

Alternate 3

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY
Discount (%) off catalog/pricelist for All Other Types of Grounds Maintenance Equipment, Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 21%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Itm19_Tillage_1Feb23

Alternate 4

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY
Discount (%) off catalog/pricelist for All Other Types of Grounds Maintenance Equipment, Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 21%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Itm19_Planting_Seeding_1Feb23

Alternate 5

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY
Discount (%) off catalog/pricelist for All Other Types of Grounds Maintenance Equipment, Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 17%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Itm19_Fron_Cotton_1Feb23

Alternate 6

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY
Discount (%) off catalog/pricelist for All Other Types of Grounds Maintenance Equipment, Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 17%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Itm19_Fron_HayForage_1Feb23

Alternate 7

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY
Discount (%) off catalog/pricelist for All Other Types of Grounds Maintenance Equipment, Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 17%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Itm19_Fron_Livestock_1Feb23

Alternate 8

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY
Discount (%) off catalog/pricelist for All Other Types of Grounds Maintenance Equipment, Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 17%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Itm19_Fron_Seeding_1Feb23

Alternate 9

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY
Discount (%) off catalog/pricelist for All Other Types of Grounds Maintenance Equipment, Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 17%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Itm19_Fron_Snow_1Feb23

Alternate 10

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY
Discount (%) off catalog/pricelist for All Other Types of Grounds Maintenance Equipment, Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 17%

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Itm19_Fron_Tillage_1Feb23

20

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY

Discount (%) off catalog/pricelist for **Ground Maintenance Equipment Repair Parts.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

21

Section I: Grounds Maintenance Equipment, Supplies, Parts, and Accessories - PURCHASE ONLY

Discount (%) off catalog/pricelist for **Ground Maintenance Equipment Service Agreements.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

22	**Section II: Grounds Maintenance Equipment-RENTAL ONLY** (Rental Rate Price Sheet must be submitted with Proposal or Proposal will not be considered). Discount (%) off catalog/pricelist for **Rental of All Types of Grounds Maintenance Equipment, Accessories and** **Attachments.** Catalog/Pricelist MUST be included or proposal will not be considered. ***No Bid*** Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.** **PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 3:** Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools. Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

23	**Section III: Grounds Maintenance Equipment (Pre-Owned/Reconditioned/Retired Rental)-PURCHASE ONLY** (Pre-Owned/Reconditioned/Retired Rental catalog/pricelist must be submitted with Proposal or Proposal will not be considered). Discount (%) off catalog/pricelist for **Pre-Owned/Reconditioned/Retired Rental of All Grounds Maintenance Equipment.** Catalog/Pricelist MUST be included or proposal will not be considered. ***No Bid***

Item Notes: **PROPOSAL NOTE 1**: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed.

PROPOSAL NOTE 3: Proposers responding to this Proposal Invitation for **"Pre-Owned/Reconditioned/Retired Rental"** equipment must also be approved by the manufacturer to sell pre-owned/reconditioned/retired rental equipment for the brand submitted and must submit an approval letter from each manufacturer with the Proposal. Manufacturer authorization letters must include the regions in which equipment can be sold. "Pre-Owned/Reconditioned/Retired Rental" shall be defined as equipment having been checked and inspected by a manufacturer authorized dealer prior to sale and shall be no older than sixty (60) months as of the date of delivery. Equipment listed as "Pre-Owned/Reconditioned/Retired Rental" shall be in good and working condition and shall include a minimum warranty of one-hundred eighty (180) days against any defect from workmanship and parts and shall cover equipment repairs and/or component replacement. Total equipment usage hours as displayed on the service meter will have a maximum of one thousand (1,000) hours per year of age and a minimum of seventy-five percent (75%) of wear remaining for tires, track, and/or ground engagement tools.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

24

Section II: Installation and Repair Service

Hourly Labor Rate for Installation/Repair Service of Grounds Maintenance Equipment and Related Products - **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

Response Total: $0.00

Agriculture & Turf Division
2000 John Deere Run
Cary, NC 27513
Phone: 919 804 2000

February 16, 2023

Proposal Number:	706-23
Proposal Opening Date:	21 February 2023
Proposal Time:	4:00 PM CST
Proposal Title:	Grounds Maintenance Equipment, Parts, and Supplies

Per the instructions given on the Proposal Specification Form, this letter is written to confirm that Deere & Company is the manufacturer of the products offered in this RFP response.

Thank you.

Tamara Hebert

Tamara Hebert
Contract Administrator
GovContractSupport@JohnDeere.com

WARRANTY FOR NEW JOHN DEERE AGRICULTURAL EQUIPMENT AND LIMITED WARRANTY FOR NEW TURF & UTILITY EQUIPMENT (US & CANADA ONLY)

A. GENERAL PROVISIONS – With respect to purchasers in the United States, "John Deere" means Deere & Company, 1 John Deere Place, Moline, IL 61265, and with respect to purchasers in Canada, "John Deere" means John Deere Canada ULC, 295 Hunter Road, P. O. Box 1000, Grimsby, Ontario L3M 4H5. The warranties described below are provided by John Deere to the original purchasers of new Agricultural, Turf and Utility Equipment ("Equipment") purchased from John Deere or authorized John Deere dealers (the "Selling Dealer"). These warranties apply only to Equipment intended for sale in Canada and the US. Under these warranties, John Deere will repair or replace, at its option, any part covered under these warranties which is found to be defective in material or workmanship during the applicable warranty term. Warranty service must be performed by a dealer or service center located in Canada or the US, and authorized by John Deere to sell and/or service the type of Equipment involved (the "Authorized Dealer"). The Authorized Dealer will use only new or remanufactured parts or components furnished or approved by John Deere. Warranty service will be performed without charge to the purchaser for parts and/or labor. However, the purchaser will be responsible for any service call and/or transportation of Equipment to and from the Authorized Dealer's place of business (except where prohibited by law), for any premium charged for overtime labor requested by the purchaser and for any service and/or maintenance not directly related to any defect covered under these warranties. These warranties are transferable, provided an authorized John Deere dealer is notified of the ownership change, and John Deere approves the warranty transfer.

B. WHAT IS WARRANTED – Subject to paragraph C, all parts of any new Equipment are warranted for the number of months or operating hours specified below. Each warranty term begins on the date of delivery of the Equipment to the original purchaser, (except for certain agricultural tillage, planting, cultivating, harvesting, and application Equipment which may have a delayed warranty start date, but only if established by John Deere and noted by Selling Dealer on the Purchase Order). **Included In 5E Series Tractor and Compact Utility Tractor Powertrain Warranty - Engine:** cylinder block, cylinder head, valve covers, oil pan, emissions control components, timing gear covers, flywheel housing, and all parts contained therein. **Powertrain:** transmission, transmission case, differential and axle housings, clutch housings, MFWD front axle assembly, and all parts contained therein (does not include external drivelines, dry clutch parts, or steering cylinders). SWEEPS, SHOVELS, PLOWSHARES, AND DISK BLADES: A replacement part will be furnished without charge if breakage occurs and the amount of wear is less than the wear limits established by John Deere.

AGRICULTURAL EQUIPMENT	WARRANTY TERM
Tractors	24 Months or 2000 Hours, Whichever Comes First
Tractors used in Heavy Duty Land Leveling applications exceeding 150 hours per year (except 9R Series Tractors factory equipped with required option codes and tire specifications for Heavy Duty Land Leveling, as specified in the Operators Manual). Contact Selling Dealer for additional information.	90 Days
Scraper Special Tractors	24 Months or 2000 Hours, Whichever Comes First
5E Series Tractors a) Powertrain on 5E Series Tractors (components as per B above)	24 Months or 2000 Hours, Whichever Comes First a) 60 Months or 2000 Hours, Whichever Comes First
Scrapers	6 Months for MY14 and earlier 12 Months for D Series and MY15 and later
Frontier™ Equipment	12 months
Sugar Cane Harvesters and Loaders	12 months or 1500 hours, Whichever Comes First
All other Equipment (includes Ag Management Solutions (AMS) products)	12 Months
Premium Round Balers 469, 569, 460R, 560R	24 Months or 12,000 bales, Whichever Comes First; First 12 Months, No Bale Limitation
Large Square Balers a) Powertrain on Large Square Balers	12 Months, No Bale Limitation a) 24 Months or 20,000 bales, Whichever Comes First
Hagie Manufacturing Company LLC Sprayers and Detasselers	24 Months or 1000 Hours, Whichever Comes First
Engines in Self-Propelled Equipment except Tractors*	24 Months or 2000 Hours, Whichever Comes First
*Engine Items Covered in months 13 through 24 – Engine block, cylinder head, rocker arm cover, timing gear cover, crankcase pan and all parts enclosed within these units. Also included are the fuel injection pump, turbocharger, water pump, torsion damper, manifolds, and engine oil cooler. All other engine related items are not covered in months 13 through 24.	
TURF & UTILITY EQUIPMENT	**WARRANTY TERM**
1) Z335E, Z345M, Z345R, Z355E, Z355R, Z365R, Z375R Series ZTrak™ Mowers, Z525E ZTrak™ Mowers, and 100 Series Tractors**	24 Months or 120 Hours, Whichever Comes First
2) 200 Series Tractors, Z315E, Z325E, Z320M, Z320R, Z330M, Z330R, and Z370R Series ZTrak™ Mowers**	36 Months or 200 Hours, Whichever Comes First
3) X300 Series Tractors, Z515E, and Z500M Series ZTrak™ Mowers**	48 Months or 300 Hours, Whichever Comes First
4) X500 Series Tractors, Z700E, and Z500R Series ZTrak™ Mowers**	48 Months or 500 Hours, Whichever Comes First
5) X700 Series Tractors**	48 Months or 700 Hours, Whichever Comes First
6) Z700M Series ZTrak™ Mowers**	48 Months or 750 Hours, Whichever Comes First
7) Z700R Series ZTrak™ Mowers**	48 Months or 1000 Hours, Whichever Comes First
8) JS Series Residential Walk-Behind Mowers	24 Months in Private Residential – Personal Use or 90 Days in Any Other Application
9) Wide Area Mowers, Front Mower Traction Units and Mower Decks, QuikTrak™ Mowers, and M Series Commercial Walk Behind Mowers	24 Months
10) Z900B, Z900E, Z900M Series ZTrak™ Mowers, and R Series Commercial Walk Behind Mowers	36 Months or 1200 Hours, Whichever Comes First; First 24 Months, No Hour Limitation
11) Z997R, Z900A Series, and Z900R Series ZTrak™ Mowers	36 Months or 1500 Hours, Whichever Comes First; First 24 Months, No Hour Limitation
12) Compact Utility Tractors a) Powertrain on Compact Utility Tractors (components as per B above) b) Compact Utility Tractor Loaders D120, 120E, 120R, 220R, 300E, 300R, 320R, 400E, 440R	24 Months or 2000 Hours, Whichever Comes First a) 72 Months or 2000 Hours, Whichever Comes First b) 24 Months
13) GATOR™ Utility Vehicles	12 Months or 1000 Hours, Whichever Comes First
14) Except as provided above, all other Implements/Attachments sold separately or purchased on the same Purchase Order as Equipment listed in 9 through 13	12 Months
15) All other Turf & Utility Equipment	24 Months in Private Residential - Personal Use or 12 Months in Any Other Application

**Implements/Attachments purchased on the same Purchase Order as the Equipment listed will be covered by the Equipment's warranty terms. Implements/Attachments purchased separately will be covered by the warranty term on line 14.

C. (I) ITEMS COVERED SEPARATELY – (1) Tires - contact manufacturer for warranty terms and conditions, (2) Rubber track belts, elastomeric coated wheels (drive wheels, idlers, mid-rollers) and batteries - contact Selling Dealer for warranty terms and conditions (note: terms of warranties on these parts may be less than Equipment warranty), (3) When applicable, a separate emissions warranty statement will be provided by Selling Dealer.

(II) WHAT IS NOT WARRANTED – Pursuant to the terms of these warranties, JOHN DEERE IS NOT RESPONSIBLE FOR THE FOLLOWING: (1) Used Equipment; (2) Any Equipment that has been altered or modified in ways not approved by John Deere, including, but not limited to, setting injection pump fuel delivery above John Deere specifications, modifying combine grain tanks, and modifying self-propelled sprayers with unapproved wheels, tracks, tanks or booms; (3) Depreciation or damage caused by normal wear, lack of reasonable and proper

maintenance, failure to follow operating instructions/recommendations; misuse, lack of proper protection during storage, vandalism, the elements or collision or accident; (4) Normal maintenance parts and/or service, including but not limited to, oil, filters, coolants and conditioners, cutting parts, belts, brake and clutch linings; (5) Any Utility Vehicle used for racing or other competitive purpose; (6) Chains on Premium Balers.

D. SECURING WARRANTY SERVICE – To secure warranty service the purchaser must, (1) Report the Equipment defect to an Authorized Dealer and request warranty service within the applicable warranty term; (2) Present evidence of the warranty start date with valid proof of purchase; and (3) Make the Equipment available to an Authorized Dealer within a reasonable time.

E. NO IMPLIED WARRANTY, REPRESENTATION OR CONDITION – To the extent permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises express or implied as to the quality, performance or freedom from defect of the Equipment covered by these warranties other than those set forth above, AND NO STATUTORY OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS ARE MADE.TO THE EXTENT LEGALLY REQUIRED, ANY IMPLIED WARRANTIES OR CONDITIONS SHALL BE LIMITED IN DURATION TO THE APPLICABLE PERIOD OF WARRANTY SET FORTH ON THIS PAGE. THE PURCHASER'S ONLY REMEDIES IN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY ON JOHN DEERE EQUIPMENT ARE THOSE SET FORTH ON THIS PAGE. IN NO EVENT WILL THE DEALER, JOHN DEERE OR ANY COMPANY AFFILIATED WITH JOHN DEERE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. (Note: Some jurisdictions do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages so the above limitations and exclusions may not apply to you.) In the event the above warranty fails to correct purchaser's performance problems caused by defects in workmanship and/or materials, purchaser's exclusive remedy shall be limited to payment by John Deere of actual damages in an amount not to exceed the amount paid for the Equipment. This warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

F. NO DEALER WARRANTY THE DEALER HAS NO AUTHORITY TO MAKE ANY WARRANTY, REPRESENTATION, CONDITION OR PROMISE ON BEHALF OF JOHN DEERE, OR TO MODIFY THE TERMS OR LIMITATIONS OF THIS WARRANTY IN ANY WAY.

G. If further information is desired, contact Selling Dealer or John Deere at 1-866-993-3373 (Agricultural) or 1-800-537-8233 (Turf & Utility Equipment).

WARRANTY FOR NEW JOHN DEERE GOLF & TURF EQUIPMENT
(US & Canada Only)

A. GENERAL PROVISIONS - With respect to purchasers in the United States, "John Deere" means Deere & Company, 1 John Deere Place, Moline, IL 61265 and with respect to purchasers in Canada, "John Deere" means John Deere Canada ULC, 295 Hunter Road, P.O. Box 1000, Grimsby, Ontario L3M 4H5. The warranties described below are provided by John Deere to the original purchasers of new John Deere Golf and Turf equipment ("Equipment") purchased from John Deere or an authorized John Deere dealer or distributor ("Selling Dealer"). These warranties apply only to Equipment intended for sale in the United States and Canada. Under these warranties, John Deere will repair or replace, at its option, any part covered under these warranties which is found to be defective in material or workmanship during the applicable warranty term. Warranty service must be performed by a dealer, distributor or service center authorized by John Deere to sell and/or service the type of equipment involved ("Authorized Dealer"). The Authorized Dealer will use only new or remanufactured parts or components furnished or approved by John Deere. Warranty service will be performed without charge to the purchaser for parts and/or labour. However, the purchaser will be responsible for any service call and/or transportation of Equipment to and from the Authorized Dealer's place of business (except where prohibited by law), for any premium charged for overtime labour requested by the purchaser and for any service and/or maintenance not directly related to any defect covered under these warranties. These warranties are transferable, provided an Authorized Dealer is notified of the ownership change, and John Deere approves the warranty transfer.

B. WHAT IS WARRANTED - Subject to section C, all parts of any new Equipment are warranted for the number of months or operating hours specified below. Each warranty term begins on the date of delivery of the Equipment to the original purchaser.

EQUIPMENT	WARRANTY TERM
Reel Mowers: 180, 185, 220, 225, 260, 2400, 2500, 2700, 2653, 6000, 7000, & 8000 Series* a) Reel motors and reel motor controllers on E-Cut™ Hybrid models	24 Months/Unlimited Hours a) 48 Months/Unlimited Hours
Aerators: 800, 1000, 1500, 2000*	24 Months/Unlimited Hours
Bunker Rakes: 1200A, 1200 Hydro Rake, TruFinish™ 1220*	
Debris Maintenance: TC125 Collection System*	
Rotary Mowers: 7000, 8000, & 9000 Series*	
Walk Greens Mower Trailers: 22 Series*	
ProGator™: 2020A, 2030A*	24 Months/1500 Hours, whichever comes first
ProGator™: 2020A GPS PrecisionSprayer, 2030A GPS PrecisionSprayer	
Turf Gator™: Turf, TX Turf*	
Sprayer: HD200, HD300*	
Top Dresser: TD100*	
E-Gator™: E Gator, TE Gator*	
Gator™ GS, Gator™ GS Electric*	

*Including compatible implements/attachments purchased on the same Purchase Order as the Equipment

C. (I) ITEMS COVERED SEPARATELY – Unless listed in the applicable parts catalog, this warranty does not apply to (1) Batteries; (2) Radios; (3) Tires; and (4) Sprayer Controllers which are covered by separate written warranties.

(II) WHAT IS NOT WARRANTED – Pursuant to the terms of these warranties, JOHN DEERE IS NOT RESPONSIBLE FOR THE FOLLOWING: (1) Used Equipment; (2) Any Equipment that has been altered or modified in ways not approved by John Deere, including, but not limited to, setting injection pump fuel delivery above John Deere specifications; (3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions/recommendations; misuse, lack of proper protection during storage, vandalism, the elements or collision or accident; (4) Normal maintenance and replacement of maintenance and wear items, such as oil, filters, coolants and conditioners, blades and other cutting/mowing parts, belts, brake and clutch linings, spark plugs, hoses, tires and batteries.

D. SECURING WARRANTY SERVICE – To secure warranty service, the purchaser must, (1) Report the Equipment defect to an Authorized Dealer and request warranty service within the applicable warranty term; (2) Present evidence of the warranty start date with valid proof of purchase; and (3) Make the Equipment available to the Authorized Dealer within a reasonable time.

E. NO IMPLIED WARRANTY, REPRESENTATION OR CONDITION – To the extent permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of the Equipment covered by these warranties other than those set forth above, AND NO STATUTORY OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS ARE MADE. TO THE EXTENT LEGALLY REQUIRED, ANY IMPLIED WARRANTIES OR CONDITIONS SHALL BE LIMITED IN DURATION TO THE APPLICABLE PERIOD OF WARRANTY SET FORTH ON THIS PAGE. THE PURCHASER'S ONLY REMEDIES IN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY ON JOHN DEERE EQUIPMENT ARE THOSE SET FORTH ON THIS PAGE. IN NO EVENT WILL THE DEALER, JOHN DEERE OR ANY COMPANY AFFILIATED WITH JOHN DEERE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

F. NO DEALER/DISTRIBUTOR WARRANTY –THE SELLING DEALER HAS NO AUTHORITY TO MAKE ANY WARRANTY, REPRESENTATION, CONDITION OR PROMISE ON BEHALF OF JOHN DEERE, OR TO MODIFY THE TERMS OR LIMITATIONS OF THIS WARRANTY IN ANY WAY AND MAKES NO WARRANTY ON ANY OTHER ITEM UNLESS IT DELIVERS TO THE PURCHASER A SEPARATE WRITTEN CERTIFICATE SPECIFICALLY WARRANTING THE ITEM.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

Tellus Equipment

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

6-30-23

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

BROWNSVILLE

Parks and Recreation Department

512 PARKS PARTIAL MOWING FLEET CAPITOL REPLACEMENT

JOHN DEERE

TELLUS

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Tellus Equipment Solutions
2000 E Expressway 83
Weslaco, TX 78596
956-968-7502
lneuhaus@tellusequip.com

Quote Summary

Prepared For:
Brownsville Parks
TX

Delivering Dealer:
Tellus Equipment Solutions
R.d. Machen
2000 E Expressway 83
Weslaco, TX 78596
Phone: 956-968-7502
rmachen@tellusequip.com

USED EQUIPMENT SOLD AS IS WHERE IS. NO WARRANTY IS WRITTEN OR IMPLIED UNLESS REMAINING FACTORY WARRANTY IS TRANSFERABLE. CONSULT YOUR SALES TEAM FOR DETAILS.

Quote ID:	29104411
Created On:	23 June 2023
Last Modified On:	23 June 2023
Expiration Date:	28 July 2023

Equipment Summary	Suggested List	Selling Price		Qty		Extended
JOHN DEERE Z950M ZTrak	$ 17,892.00	$ 14,065.54	X	7	=	$ 98,458.78

Contract: TX BuyBoard Grounds Mtnc Equip, Irrigation 706-23 (PG 67 CG 70)
Price Effective Date: June 22, 2023

Equipment Total **$ 98,458.78**

Quote Summary

Equipment Total	$ 98,458.78
Trade In	
SubTotal	**$ 98,458.78**
Est. Service Agreement Tax	$ 0.00
Total	$ 98,458.78
Balance Due	**$ 98,458.78**

Salesperson : X _____ **Accepted By : X** _____

Confidential

JOHN DEERE

Selling Equipment

TELLUS

Quote Id: 29104411 **Customer Name:**

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Tellus Equipment Solutions
2000 E Expressway 83
Weslaco, TX 78596
956-968-7502
lneuhaus@tellusequip.com

JOHN DEERE Z950M ZTrak

Hours:
Stock Number:
Contract: TX BuyBoard Grounds Mtnc Equip, Irrigation 706-23 (PG 67 CG 70)
Price Effective Date: June 22, 2023

Suggested List *
$ 17,892.00
Selling Price *
$ 14,065.54

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0694TC	Z950M ZTrak	7	$ 14,899.00	22.00	$ 3,277.78	$ 11,621.22	$ 81,348.54
	Standard Options - Per Unit						
001A	United States/Canada	7	$ 0.00	22.00	$ 0.00	$ 0.00	$ 0.00
1041	24x12N12 Michelin X Tweel Turf for 72 In. Decks	7	$ 1,149.00	22.00	$ 252.78	$ 896.22	$ 6,273.54
1506	72 In. Side Discharge Mower Deck	7	$ 750.00	22.00	$ 165.00	$ 585.00	$ 4,095.00
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)	7	$ 595.00	22.00	$ 130.90	$ 464.10	$ 3,248.70
	Standard Options Total		**$ 2,494.00**		**$ 548.68**	**$ 1,945.32**	**$ 13,617.24**
	Dealer Attachments/Non-Contract/Open Market						
001	Non-Contract HD Belt Kit	7	$ 499.00	0.00	$ 0.00	$ 499.00	$ 3,493.00
	Dealer Attachments Total		**$ 499.00**		**$ 0.00**	**$ 499.00**	**$ 3,493.00**
	Value Added Services Total		**$ 0.00**			**$ 0.00**	**$ 0.00**
Total Selling Price			**$ 17,892.00**		**$ 3,826.46**	**$ 14,065.54**	**$ 98,458.78**

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Page 4

512 Current Mowers and Conditions

JOHN Deer 512-5807 mower 2008 expenditures $11,998.04
John Deer 512-1201 mower 2011 expenditures $9,122.00
John Deer 512-1199 mower 2011 expenditures $8,331.00
Cheetah scag 512-9082 mower 2013 expenditures $9,1822.00
Cheetah scag 512-9083 mower 2013 expenditures $5,623.00
Ferris 512-9307 72” mowers 2016 expenditures $8,707.00
Ferris 512-9308 72” mower 2016 expenditures $8,707.00







Equipment Replacement

7 - Z930 mowers





Roy G. Reyes

From: Daniel Salinas
Sent: Friday, June 30, 2023 3:06 PM
To: Jessica Salazar; Roy G. Reyes
Subject: Fwd: Parks Mowers maintenance history

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

From: Jose Torres <Jose.Torres@kgfleet.us>
Sent: Friday, June 30, 2023 1:55:52 PM
To: Daniel Salinas <Daniel.Salinas@brownsvilletx.gov>; Damaris McGlone <Damaris.McGlone@brownsvilletx.gov>
Subject: RE: Parks Mowers maintenance history

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Danny,

It is our recommendation to replace these units base on the age of the units (10 years), parts availability, repair cost and the down time incurred due to the mentioned conditions.

Joe Torres
Brownsville City Fleet Project Manager
King George, LLC
6035 Jaime J Zapata Ave
Brownsville TX 78521
Cell: 956-509-9025
joe.torres@kgfleet.us

From: Daniel Salinas <Daniel.Salinas@brownsvilletx.gov>
Sent: Friday, June 30, 2023 1:12 PM
To: Jose Torres <Jose.Torres@kgfleet.us>; Damaris McGlone <Damaris.McGlone@brownsvilletx.gov>
Subject: RE: Parks Mowers maintenance history

Good afternoon, Joe Torrez
Do you recommend replacing this equipment.

Daniel Salinas
Parks Operations Manager

City of Brownsville | Parks & Recreation Department
1338 E. 8th St. | Brownsville, TX 78520
Tel: 956-547-6873 | Fax: 956-982-1049
daniel.salinas@brownsvilletx.gov | www.brownsvilletx.gov

From: Jose Torres <Jose.Torres@kgfleet.us>
Sent: Tuesday, January 31, 2023 12:21 PM
To: Damaris McGlone <Damaris.Mcglone@brownsvilletx.gov>; Daniel Salinas <Daniel.Salinas@brownsvilletx.gov>
Subject: Fwd: Parks Mowers maintenance history

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please see attached

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

From: Jose Torres
Sent: Monday, January 30, 2023 2:44:31 PM
To: daniel.salinas@brownsvilletx.us <daniel.salinas@brownsvilletx.us>
Subject: Parks Mowers maintenance history

Danny,

Please see attached.

Joe Torres
Brownsville City Fleet Project Manager
King George, LLC
6035 Jaime J Zapata Ave
Brownsville TX 78521
Cell: 956-509-9025
joe.torres@kgfleet.us

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To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Will Trevino, First Assistant City Attorney
Date:	Tuesday, July 11, 2023
Agenda #:	Consideration and **ACTION** to adopt **Resolution Number 2023-087** suspending the August 23, 2023 effective date of the Statement of Intent of Texas Gas Service Company, a Division of ONE Gas, Inc., to increase rates within the City in order to permit the City time to study the request and to establish reasonable rates; Finding that the City's reasonable rate case expenses shall be reimbursed by the Texas Gas Service Company; Authorizing participation with other Rio Grande Valley Texas municipalities in a coalition titled "Cities Served by Texas Gas Service"; Authorizing the Office of the City Attorney to engage the legal and consulting services of Lloyd Gosselink Rochelle & Townsend, ReSolved Energy Consulting, L.L.C., and J. Kennedy and Associates, Inc., to assist the City in negotiating with Texas Gas Service Company and directing any necessary litigation and appeals on the City's behalf. (Office of the City Attorney/City Manager's Office)

Summary:

On June 30, 2023, Texas Gas Service, a Division of ONE Gas, Inc. (TGS or Company), filed a Statement of Intent seeking to increase gas utility rates within the incorporated areas of the Rio Grande Valley Service Area (RGVSA). The affected Rio Grande Valley municipalities include the cities of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, Laguna Vista, La Joya, La Villa, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas (RGV Cities). In the filing, the Company asserts it is entitled to a $9.81 million revenue increase from RGV Cities or an 25.94% increase over current adjusted revenues, excluding gas costs.

TGS has received annual rate increases in each of the past five years based on a cost-of-service (COS) tariff approved by the cities. Under the COS tariff, it was not necessary for cities to pass suspension resolutions. A traditional rate case requires cities with original jurisdiction to act to suspend, deny, or approve the Company filing before the effective date. **Cities must pass the suspension resolution by August 23, 2023.**

The law provides that a rate request made by a gas utility cannot become effective until at least 35 days following the filing of the application to change rates. TGS has proposed an effective date of August 23, 2023. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. If the City fails to take action regarding the filing before the effective date, TGS' rate request is deemed administratively approved.

The purpose of the resolution is to extend the effective date of the Company's proposed rate increase. The resolution suspends the August 23, 2023 effective date of the Company's request for the maximum period permitted by law to allow the City to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy to pursue, including settlement and ultimately to approve reasonable rates. **The Resolution must be passed before August 23, 2023 if the City intends not to allow the rate increase without a study.**

The following is an explanation of "Be It Resolved" paragraphs found within the enclosed Resolution:

Section 1. This section incorporates the "whereas" provisions in preamble into the Resolution.

Section 2. This section confirms that the City is authorized to protect the interests of the City and TGS customers residing in the City.

Section 3. The City is authorized to suspend the rate change for 90 days after the date that the rate change would otherwise be effective so long as the City has a legitimate purpose. Time to study and investigate the application is always a legitimate purpose. Please note that the resolution refers to the suspension period as the "maximum period allowed by law" rather than ending by a specific date. This is because the Company controls the effective date and can extend its effective date and, therefore, extend the deadline for final city action to increase the time that the City retains jurisdiction (for example, if necessary to reach settlement on the case). If the effective date is not otherwise extended by the Company, the City must take final action on TGS' request to raise rates by August 23, 2023.

Section 4. This section authorizes the hiring of outside attorneys and consultants to work on this matter.

Section 5. This section provides that the City shall work in coalition with the other affected Rio Grande Valley municipalities to review and evaluate TGS's filing.

Section 6. By law, the Company must reimburse the cities for their reasonable rate case expenses. Legal counsel and consultants approved by Cities will present their invoices to the City of McAllen which will then seek reimbursement from Texas Gas Service. The City will not incur liability for payment of rate case expenses by adopting a suspension resolution.

Section 7. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the resolution was properly noticed.

Section 8. This section provides that both TGS' designated representative and counsel for

Cities will be notified of the City's action by sending a copy of the approved and signed resolution to certain designated individuals.

Section 9. This section identifies the effective date of the Resolution as the time it is adopted.

Project Scope and Analysis:

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:

City Staff recommends adoption of the resolution suspending the effective date of TGS's proposed rate increase.

Commission Pillar:

Governance

Attachments:

1. City Suspension Resolution TGS-RGV

RESOLUTION NO. 2023-087

A RESOLUTION BY THE CITY OF BROWNSVILLE, TEXAS SUSPENDING THE AUGUST 23, 2023 EFFECTIVE DATE OF THE STATEMENT OF INTENT OF TEXAS GAS SERVICE COMPANY TO INCREASE RATES WITHIN INCORPORATED AREAS OF ITS SERVICE TERRITORY TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; AUTHORIZING PARTICIPATION WITH OTHER RIO GRANDE VALLEY TEXAS MUNICIPALITIES; HIRING LEGAL AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, on or about June 30, 2023, Texas Gas Service Company, a Division of ONE Gas, Inc. (TGS or Company) filed with the City of Brownsville, Texas (City) and the other affected Rio Grande Valley municipalities a Statement of Intent seeking to increase gas utility rates within the incorporated areas of the Rio Grande Valley Service Area effective August 23, 2023; and

WHEREAS, the City is a gas utility customer of TGS and a regulatory authority with an interest in the rates and charges of TGS; and

WHEREAS, the Gas Utility Regulatory Act § 104.107 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days; and

WHEREAS, the City retains its rights as a city with original jurisdiction including the right to suspend the application; and

WHEREAS, the City's consultants and attorneys recommend that the City suspend the application for further review.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, that:

SECTION 1. The findings and recitations set out in the preamble of this Resolution are found to be true and correct and are hereby adopted by the City Commission and made a part hereof for all purposes.

SECTION 2. The City is authorized to protect the interests of the City and protect the interests of TGS customers residing and conducting business within municipal limits.

SECTION 3. The August 23, 2023 effective date of the request to increase rates submitted by TGS on or about June 30, 2023, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

SECTION 4. The City joins the other Rio Grande Valley municipalities in this proceeding and, subject to the right to terminate employment at any time, hereby authorizes the hiring of Thomas L. Brocato of the law firm of Lloyd Gosselink Rochelle and Townsend, P.C., Karl J. Nalepa of the consulting firm of ReSolved Energy Consulting, L.L.C., and Lane Kollen of the consulting firm of J. Kennedy and Associates, Inc., to review the Company's filing, negotiate with the Company, make recommendations regarding reasonable rates and to direct any necessary administrative proceedings or court litigation associated with an appeal of city action.

SECTION 5. The City shall work with other affected Rio Grande Valley municipalities in the review and evaluation of whether the proposed rates are appropriate, fair, just, and reasonable; and, intervene as a necessary party in the Railroad Commission of Texas' consideration of the TGS rate filing as it affects the customers in the unincorporated areas of the Rio Grande Valley region.

SECTION 6. The City's reasonable rate case expenses shall be reimbursed in full by TGS.

SECTION 7. It is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 8. A copy of this Resolution shall be sent to Stacey McTaggart, TGS at 1301 S. MoPac Expwy., Suite 400, Austin, Texas 78746 and to Thomas L. Brocato at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

SECTION 9. That this Resolution shall be and become effective from and after its adoption.

_____
John Cowen, Jr., Mayor

I, Yolanda (Yoli) Galarza-Gomez, TRMC, Secretary of the City Commission of the City of Brownsville, Texas, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Commission of the City of Brownsville, Texas, at its regular meeting held of the 11th day of July, 2023, as the same appears in the records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Brownsville, Texas this 11th day of July, 2023.

_____
Yolanda (Yoli) Galarza-Gomez, TRMC
City Secretary

APPROVED AS TO FORM:



_____
City Attorney

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Dr. Art Rodriguez,DNP,MPH,CPM, Public Health Director
Date:	Tuesday, July 11, 2023
Agenda #:	Consideration and **ACTION** for the purchase and delivery of Hill Science Pet Food for the Brownsville Animal Regulation & Care (BARCC), and authorizing the City Manager or designee to execute the agreement, Project# HSP-114-0823. (Public Health and Wellness Department)

Summary:
The Brownsville Animal Regulation and Care Center is requesting to enter into an agreement for the purchase and delivery of Hill Science Pet Food for the animals being cared for at the shelter. The Hill Science Pet Foods provides premium nutrition for animals to be healthy and happy for their new homes. This would be a three-year contract with an annual cost of $27,000.00. At this time, we are requesting authorization for the City Manager or designee to execute the agreement, Project# HSP-114-0823.

Project Scope and Analysis:

Funding:

Source: 01-531-719

Amount: $13,000.00

Local Contribution if Applicable: Working on FY24 to supplement $14,000.00 towards this agreement.

Recommendation:

Commission Pillar:

Attachments:

1. Analysis
2. PowerPoint
3. Shelter Agreement (Hills Pet Nutrition Sales Inc)

PURCHASING & CONTRACT SERVICES
PROCUREMENT ANALYSIS

Date: Thursday, June 29, 2023
To: Ms. Helen Ramirez, City Manager
From: Mr. Lupe Granado III, Financial Services Director
CC: Damian Espinoza, Procurement and Contract Manager

Subject: Agenda Item for the City Commission meeting of Tuesday, July 11, 2023 "Consideration and Action for the Purchase and Delivery of Hill Science Pet Food for BARCC. Project# **HSP-114-0823**

At the request of Art Rodriquez, Dr. Antonio Caldwell (Deputy Director Animal Services) provided three (3) Quotes for the aforementioned project.

PROJECT MILESTONES WERE ACCOMPLISHED AS FOLLOWS:

The three (3) Quotes were acknowledged by the Procurement Services staff. Submitting vendors were:

- Hill Science
- Chewy
- PetSmart

PROCUREMENT SUMMARY: Purchase and Delivery of Hill Science Pet Food

1. Hill Science for a contract amount not to Exceed an annual cost of **$27,000.00**. (ATTACHMENT A)
2. The term of this contract shall commence upon approval by City Commission and shall continue for Three (3) years.

Hill's Food, Shelter & Love® Program

Confirmation of Interest

CONFIDENTIAL

Shelter Name:	Brownsville Animal Regulation and Care Center	Contact Name:	Antoni Caldwell	Date:	5/9/2023
Address:	416 FM511				
City:	Olmito	ID:	81925869		
State:	TX	Telephone:	(956) 544-7351		
ZIP:	78575	Fax:			

Below is an estimate of your facility's potential weekly Hill's® Science Diet® brand pet food needs based on the pet adoption information provided on your Eligibility Application. This food estimate includes in-shelter feeding pounds (food used to feed animals while in your care) and Science Diet® adopter kits given to adopters at the time of adoption. Hill's reserves the right to substitute the specific Science Diet pet food products that Shelter normally orders, with nutritionally equivalent Science Diet pet food products at any time. Substituted products may vary in size.

To move forward with your eligibility review, confirm the information below is correct. If the information is not correct, please contact us with the necessary adjustments. We will then proceed with the eligibility review or send a revised Confirmation of Interest based on the necessary adjustments noted.

If your organization is accepted into the Hill's Food, Shelter & Love® Partner program, you will be offered a contract as a next step in the process.

In-Shelter Feeding - Weekly needs estimate

Lifestage	Approx. Average # Housed Daily	Product Fed	Bag size Lbs	List Price	Approx. # of weekly bags needed	Cost at List Price	% Discount of List Price	Savings with HFSL program	Cost at Discounted List Price
Kitten	100	Science Diet Kitten	35	$ 54.32	3	$ 162.96	74 %	$ 120.59	$ 42.37
Feline adult	60	Science Diet Adult Cat	20	$ 31.55	3	$ 94.65	74 %	$ 70.04	$ 24.61
Puppy	150	Science Diet Puppy	35	$ 34.44	13	$ 447.72	56 %	$ 250.72	$ 197.00
Canine adult	200	Science Diet Adult Dog	35	$ 32.46	17	$ 551.82	56 %	$ 309.02	$ 242.80
TOTAL Estimate Weekly					36	$ 1,257.15	60 %	$ 750.37	$ 506.78
TOTAL Estimate Annual					1872	$ 65,371.80	60 %	$ 39,019.24	$ 26,352.56

This estimate is based on Science Diet List price at the time of this Confirmation of Interest. List prices are subject to changes.

Product will be provided at the % discount of list price as displayed above and your shelter will be invoiced on a monthly basis.

Adoption Kits - Weekly needs estimate

Lifestage	Approx. # Adopted Annually	Approx. # of weekly adopter kits needed
Kitten	100	2
Feline adult	349	7
Puppy	200	4
Canine adult	388	8
TOTAL	1037	21

Total Annual Retail Value of all food delivered to shelter:	$	158,303.08

Shelters will be enrolled based on program eligibility and qualifications. Please accept this Confirmation Of Interest within two weeks of receipt and you will be entered into the review process. THIS IS NOT A CONTRACT. We will contact you regarding your program eligibility once the review is complete.

Need Help?

Checkout

Shipping Address

Full Name
Brownsville Animal Regulation & Car

Street Address
416 FM511

Apt / Suite / Other

City
Olmito

State
TEXAS

ZIP Code
78575

Phone Number

Why ask?

Ship to This Address

Start your first Autoship order and save up to 35% ($20.00) today on eligible items! Plus, save 5% on future Autoship orders.

More Info

Yes, make my life easy.

You'll save an additional **$20.00** on this order!

Frequency
Every 4 weeks

You can easily change, cancel, or reschedule shipments at any time.



Maximum $20 savings on 35% off Autoship promotion. For Autoship-eligible items only. Some exclusions apply. For a limited time.

○ **No, thank you.**

You'll buy these items once.

Your Items



Hill's Science Diet Kitten Chicken Recipe Dry Cat Food, 15.5-lb bag

$56.99

Quantity
50

○ **Autoship** and Save

○ Buy Once



Hill's Science Diet Adult Indoor Chicken Recipe Dry Cat Food, 7-lb bag

$32.49

Quantity
50

Autoship and Save

Buy Once



Hill's Science Diet Puppy Chicken Meal & Barley Recipe Dry Dog Food, 30-lb bag

$70.99

Quantity
50

Autoship and Save

Buy Once



Hill's Science Diet Adult Chicken & Barley Recipe Dry Dog Food, 35-lb bag

$78.99

Quantity
50

Autoship and Save

Buy Once

Gift Card

+ Add a Gift Card

Your Payment Information

Credit or Debit Card



Pay

PayPal

Then you'll review and place your order on Chewy.com.

Promo Code

Apply

Order Summary

Items (200):	$11973.00
Flat-Rate Shipping:	FREE
Total Before Tax:	$11973.00
Estimated Tax:	$0.00
Order Total:	**$11973.00**

Place Order

By placing your order, you agree to Chewy.com's Privacy Policy and Terms of Use.

Shop with Confidence

Your orders are safe and secure with Chewy!

100% Money-Back Guarantee

No-Hassle Returns

Secured Transactions

24/7 Customer Service

We're here 24/7: 1-800-672-4399

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Enable accessibility | Gift card | Track your order 10,527,672 lives saved. Sign up, earn points, get treats

PETSMART

Search

Shop by brand Shop by pet Pet Services Sale Featured Pharmacy Help

Sign In
Treats & Account

My store

Extra 20% off online only thru 6/25, see terms. Shop now >

Enable accessibility

169

169

Search

Extra 20% off online only thru 6/25, see terms. Shop now >

my cart

continue to checkout

Check out with PayPal

treats

Log in or sign up for PetSmart Treats to earn points on this purchase. Log in or sign up

Subtotal (169 items) $10,984.81 details

Feedback

item: 5266810

Hill's® Science Diet® Adult Dry Dog Food - Chicken & Barley

flavor chicken & barley
size 35 lb

remove

qty	unit price	item total
- 50 +	$78.99	$3,949.50

how to get it

- in-store pickup
- same-day delivery
- ship to me
- autoship & save ?

item: 5154731

top

1-888-839-9638

flavor chicken meal & barley
size 30 lb

remove

qty	unit price	item total
- 50 +	$70.99 ~~$72.99~~	$3,549.50

how to get it

- in-store pickup
- same-day delivery
- ship to me
- autoship & save ?

item: 5154810

Hill's® Science Diet® Indoor Adult Dry Cat Food - Chicken

flavor chicken
size 15.5 lb

remove

qty	unit price	item total
- 50 +	$56.99	$2,849.50

how to get it

- in-store pickup
- same-day delivery
- ship to me
- autoship & save ?

item: 5154793

Hill's® Science Diet® Kitten Dry Cat Food - Chicken

flavor chicken
size 7 lb

remove

qty	unit price	item total
- 19 +	$33.49 ~~$35.49~~	$636.31

how to get it

- in-store pickup
- same-day delivery
- ship to me
- autoship & save ?

top

1-888-839-9638

item: 5148157

PetSmart Charities Donation

Your donation helps make the world a better place for pets and all who love them.

$1 Apply

Please enter an amount

Add a Promo Code

Enter Promo Code

Apply

Subtotal (169 items) $10,984.81 details

continue to checkout

Check out with PayPal

merchandise total	$10,984.81
shipping	-
estimated tax	-
Estimated Total	$10,984.81

*Shipping & tax estimated in checkout

afterpay available for orders between $1 - $2,000

treats estimated points earned + 87,878

continue to checkout

Check out with PayPal

Recently Viewed

top

1-888-839-9638




Keep Shopping



Hill's® Science Diet® Adult Wet Dog Food - 13 oz

2 Flavors
$3.19



Hill's® Science Diet® Small Breed Puppy Wet Dog Food -

$3.49



Purina Pro Plan Complete Essentials Adult Wet Cat Food -

11 Flavors
$1.48

10,527,672 lives saved.

Pet Services
Help Center
Treats program

Track your order
Accessibility Statement

About
Careers
PetSmart Charities

US Site
Canada Site

LegitScript PETSMART.COM 06/23/23 Certified

pharmacy
Why does this web address end in .pharmacy?
Find out at www.safe.pharmacy.

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Save 20% online only for merchandise on petsmart.com or the PetSmart app. Eligible products only. Exclusions apply. See product page to determine eligibility. Offer not valid on veterinary care, services, gift cards, gift certificates, previous purchases & charitable donations. Savings will automatically reflect in shopping cart with purchase of qualifying product. Offer may not be combinable with other promotional offers or discounts. Prices & selection may vary. While supplies last. Quantities may be limited and deliveries may be delayed. Offer valid through 6/25/23.

Save $10 off your first purchase of $50 or more in Pharmacy. Offer valid with Treats membership online only at petsmart.com or on the app. Must be signed into your Treats account prior to purchase. Discount taken off highest priced qualifying item in cart. Offer not valid on services, gift cards, gift certificates, previous purchases, charitable donations, and may exclude all or select items from various brands. Offer may not be combined with other promotional offers or discounts and specifically excludes any available Autoship offers. Limited to one time per customer during the offer period. Transaction total is prior to taxes & after discounts are applied. Terms and conditions of this offer are subject to change at the sole discretion of PetSmart. Offer valid through 7/2/23.

Save 35% on your first Autoship order up to a maximum savings of $20.00 and 5% on all recurring orders. Certain products and brands are not eligible for sitewide offers or promotions and specifically excludes: select products from The Pharmacy at PetSmart, all Royal Canin and Eukanuba products, all services, give cards, gift certificates, previous purchases and charitable donations. Must be signed in to your Treats account to receive discount. Savings will automatically reflect in shopping cart with purchase of qualifying product and enrollment in Autoship. Offer may not be combinable with other promotional offers or discounts. Treats members receive free shipping on select orders over $49.00, prior to taxes & after discounts are applied. Add'l terms apply. Prices & selection may vary. While supplies last. Quantities may be limited and deliveries may be delayed. Terms and conditions of this offer are subject to change in the sole discretion of PetSmart.

Treats members enjoy Free Standard Shipping on select orders over $49. Must be signed into your Treats account prior to purchase. Transaction total is prior to taxes & after discounts are applied. Savings will automatically reflect in shopping cart with the purchase of qualifying merchandise. Maximum value $75. Due to size and/or weight, certain items bear an additional shipping surcharge or special handling fee. Valid only on orders shipped within the contiguous 48 U.S. states, military APO/FPO addresses and select areas throughout Canada. Offer not valid on all or select products in the following categories: live pets, canned, fresh or frozen foods, select cat litters. Offer may not be combinable with other promotional offers or discounts. Terms and conditions of this offer are subject to change at the sole discretion of PetSmart. Delivery may be delayed due to acts beyond our reasonable control, which may include, but are not limited to, weather, strikes, power outages, shutdowns, local, provincial or federal governmental actions, and other similar acts. Offer valid on PetSmart.com.

Free Same-Day Delivery offer valid on select merchandise purchased at petsmart.com when choosing Same-Day Delivery. Same-day delivery is available in most areas. Order by 9am for delivery between 12pm-3pm, by 1pm for delivery between 3pm-6pm, & by 3pm for delivery between 6pm-8pm. Orders placed after 3pm will

top

1-888-839-9638

window to bring any perishable items inside right away. Prices & selection may vary in stores & online. While supplies last. Quantities may be limited. See www.petsmart.com/help or store associate for more details.

Curbside orders must be picked up two hours prior to store closing time. In store pickup available during all store hours. Orders must be placed three hours prior to store closing for same day pickup. Store hours may vary. Check your local store for details & current store hours. Prices & selection may vary by store & online. While supplies last. Quantities may be limited. See www.petsmart.com/help or store associate for more details.

If PetSmart is out of crickets, we will offer one coupon per family for 25 free crickets, valid through 12/31/2023. See coupon for details. Coupon is valid at the issuing store only. Customers may receive only one coupon per out of stock period. (The out of stock period ends when the store receives a new shipment of crickets.)



BARCC

EVERY PET DESERVES A HOME

BROWNSVILLE ANIMAL
REGULATION AND CARE CENTER



The Public Health and Wellness Department is requesting to enter into an agreement with Hill's Science to provide BARCC with premium nutritious food for its animals annually.

BARCC
EVERY PET DESERVES A HOME
BROWNSVILLE ANIMAL REGULATION AND CARE CENTER

Program Benefits

- -Higher quality more nutritious food for our animals.
- -Healthier & Happier Animals
- -No charge to participate.
- -Extreme discounts ranging from 40% to 75% off.
- -Bonus material, resources, food samples with each adoption.

BARCC
EVERY PET DESERVES A HOME
BROWNSVILLE ANIMAL REGULATION AND CARE CENTER

Shelter Savings

In-Shelter Feeding - Weekly needs estimate

Lifestage	Approx. Average # Housed Daily	Product Fed	Bag size Lbs	List Price	Approx. # of weekly bags needed	Cost at List Price	% Discount of List Price	Savings with HFSL program	Cost at Discounted List Price
Kitten	100	Science Diet Kitten	35	$ 54.32	3	$ 162.96	74 %	$ 120.59	$ 42.37
Feline adult	60	Science Diet Adult Cat	20	$ 31.55	3	$ 94.65	74 %	$ 70.04	$ 24.61
Puppy	150	Science Diet Puppy	35	$ 34.44	13	$ 447.72	56 %	$ 250.72	$ 197.00
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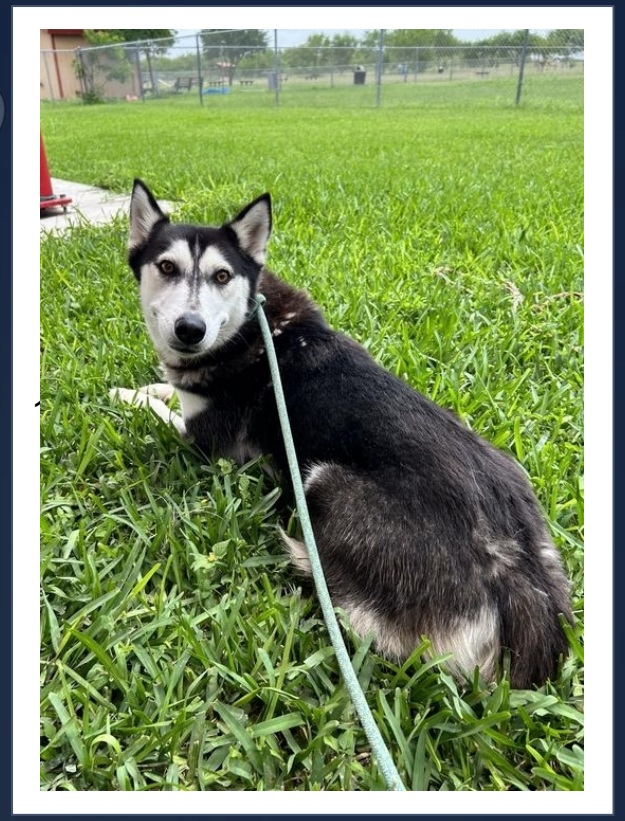
TOTAL Estimate Weekly					36	$ 1,257.15	60 %	$ 750.37	$ 506.78
TOTAL Estimate Annual					1872	$ 65,371.80	60 %	$ 39,019.24	$ 26,352.56

BARCC
EVERY PET DESERVES A HOME
BROWNSVILLE ANIMAL REGULATION AND CARE CENTER

Hill’s believes that making premium nutrition accessible to every shelter — and every pet — helps send them home faster.



BARCC

EVERY PET DESERVES A HOME

BROWNSVILLE ANIMAL REGULATION AND CARE CENTER

Thank you for your time!

BARCC
EVERY PET DESERVES A HOME
BROWNSVILLE ANIMAL
RELOCATION ADOPTION CENTER

TO:	CMO
FROM:	Antonio Caldwell
SUBJECT:	Hill's Science Shelter & Love Food Program
DATE:	6/23/2023
THROUGH:	Arturo Rodriguez

AGENDA ITEM COMMISSION MEETING DATE

Executive Session *(City Attorney Only)*	Select	**Agenda**	**Ordinance**
Time Needed: Action Item:	Time Needed:	☐ Public Hearing ☐ Contract ☐ Grant ☐ Action ☐ Consent	☐ First Reading ☐ Second Reading

Information: Please include additional information/request.

The Public Health and Wellness Department is requesting to enter into an agreement with Hill's Science to provide BARCC with premium nutritious food for its animals annually. This will result in happier and healthier pets. There is no charge to participate in the program. BARCC was selected through an application process and has been awarded extreme discounts on food ranging from 40% - 75% off. In addition to food, Hill's will provide BARCC with training, shelter visuals, and other digital aids, for our community, they will offer useful adopter bags with coupons, as well as training and pet parent tips. Hill's believes that making premium nutrition accessible to every shelter — and every pet — helps send them home faster. This item is procurement through the three (3) quote process.

Estimated annual cost shall not exceed $27,000.

Account # 01-531-719

Reviewing Departments: Please review and forward to the next reviewing department in a timely manner.

City Attorney	**Date Reviewed:**	**By:**
Comments:	06.30.2023 Approved	
OD&HR Department	**Date Reviewed:**	**By:**
Comments:		
Finance Department	**Date Reviewed:** 6/26/23	**By:**
Comments:	Funding available. 3 quote procurement	

City Commission	**Assistant City Manager**	**Deputy City Manager**
Approved: ☐ Yes ☐ No	Approved: ☐ Yes ☐ No	Approved: ☐ Yes ☐ No
Date:	Initials: Date:	Initials: Date:

City Manager's Approval

Signature:	**Date:**

Revised September 2022

	Cost at Discounted List Price
	$ 42.37
	$ 24.61
	$ 197.00
	$ 242.80
	$ 506.78
	$ 26,352.56

This estimate is based on Science Diet List price at the time of this Confirmation of Interest. List prices are subject to changes.
Product will be provided at the % discount of list price as displayed above and your shelter will be invoiced on a monthly basis.

Total Annual Retail Value of all food delivered to shelter:

SHELTER AGREEMENT

THIS AGREEMENT is made and entered into the _____ day of _____(month), _____(year) (the "Effective Date"), by and between **HILL'S PET NUTRITION SALES, INC.**, a Delaware corporation with its principal place of business located at 400 SW 8th Avenue, Topeka, Kansas 66603 ("Hill's"), and BROWNSVILLE ANIMAL REGULATION AND CARE CENTER, with its principal place of business located at 416 FM511, Olmito, TX 78575 ("Shelter").

WHEREAS, Hill's and the Shelter desire to enter into an arrangement whereby Hill's provides and/or makes available select Hill's brand pet food, under specified terms set forth in **Appendix B** (hereafter "Shelter Food"), for the express and limited purpose of feeding cats and dogs in the care of the shelter, including cats and dogs in the Shelter's foster programs that are not yet adopted (hereafter "Pets"), in exchange for the Shelter:

(i) exclusively feeding Hill's brand pet food to Pets; and

(ii) actively displaying and communicating Hill's Food, Shelter & Love partnership, as specified herein, in the course of Shelter's public communications and Pet adoption activities.

NOW, THEREFORE, in consideration of the mutual agreements, covenants, and provisions contained herein, the parties agree as follows:

1. Hill's Obligations. Hill's covenants and agrees to the following obligations.

   (a) Hill's agrees to provide and/or make available Shelter Food to the Shelter under terms as specified in Section 4 and **Appendices A and B**, subject to the following:

      (i) The type of Shelter Food provided and/or made available by Hill's to the Shelter is set forth in **Appendix B**. Hill's reserves the right to substitute or designate the type of products provided as noted in **Appendix B**.

      (ii) All pricing is subject to change with 30 days written notice.

      (iii) Hill's may take any legally permissible action that, in Hill's discretion, is necessary to prevent or stop the unauthorized resale or distribution of any Hill's pet foods ordered through the shelter's Hill's Food, Shelter & Love account.

   (b) Hill's agrees to give Shelter access to Hill's Shelter Partner Portal (the "Portal"), which enables Shelter to order Hill's pet food, Adopter Kits, and shelter materials. It also enables Shelter to enter adoption reporting information, review Shelter's contract, and access Hill's logos and digital marketing materials specifically created for Hill's Food, Shelter & Love partners.

   (c) Hill's agrees to give Shelter access to the Hill's VIP Market feeding program for all paid shelter staff, if allowed by law.

   (d) Hill's, for the duration of the Agreement, grants Shelter a non-exclusive, limited, non-transferrable, revocable, non-royalty bearing license to use Hill's trademarks, logos, and other intellectual property as may be required by Shelter to fulfill its promotional activities pursuant to Section 2, below.

2. Shelter's Obligations. Shelter hereby covenants and agrees to the following obligations.

(a) Shelter agrees to maintain its credentials and standards of care for Pets at all times during this Agreement, including without limitation to the following:

(i) Maintaining in good standing its status as a 501(c)(3) not-for-profit organization or as a governmental entity, and notify Hill's immediately of any actual or threatened revocation of that status;

(ii) Housing all Pets in a safe, caring, clean and socially-enriched environment;

(iii) Refraining from subjecting or exposing Pets to abusive or inhumane treatment;

(iv) Educating Pet adopters about caring for Pets; and

(v) Employing, or affiliating with, one or more veterinarians who can and do provide on-going healthcare for Pets.

(b) Shelter agrees to purchase Hill's pet foods for the sole purpose of exclusively feeding to Shelter's Pets (as set forth in Section 4 and **Appendix A** of this Agreement). If there is a medical or other condition that would prohibit the use of Shelter Food or another Hill's brand pet food for a particular pet, the Shelter is not required to feed a Hill's brand pet food to that pet.

(c) Shelter agrees to make good faith efforts to ensure that Shelter's employees and volunteers involved with the Pet adoption process are trained to educate Pet adopters about Hill's' brands and products (including through the use of adoption script in **Appendix D**, and other instruction materials provided by Hill's from time to time).

(d) Shelter agrees to actively and exclusively display and communicate Hill's Food, Shelter & Love partnership in public facing areas, including without limitation the following:

(i) Prominently displaying Hill's signage, posters, and other educational materials;

(ii) At time of adoption, communicate the Shelter's exclusive feeding of Hill's brand pet food to Shelter's Pets and provide each adopter with a free Hill's Adopter Kit as outlined in Appendix C.

- Shelter shall order and maintain, at no cost to Shelter, a sufficient inventory of Adopter Kits needed to fulfill its obligations hereunder;
- For the avoidance of doubt, Adopter Kits are to be provided to adopters at the time of adoption ONLY. One Adopter Kit shall be provided for each pet adopted;
- Any other use (including without limitation, resale or unauthorized diversion) is strictly prohibited and will constitute a material breach of this Agreement;

(iii) Providing other communication assets to the public, as specified in **Appendix D** or, as may be designated by Hill's in writing from time to time; and

(iv) If the Shelter operates a website or has a website operated on its behalf, displaying the current Hill's Food, Shelter & Love program logo with an active link to Hillspet.com on the shelter's homepage or a designated sponsor page; and

(v) Not promoting, displaying, distributing, endorsing, or feeding any competitive brands and/or products of pet food, except that Shelter may redistribute other brands of donated pet food products so long as such redistribution does not constitute direct or implied

endorsement of such donated products. (For example, redistribution of donated pet food through a pet food pantry.)

(e) Shelter agrees to share Pet and Pet adopter information collected by Shelter during the course of the adoption process with Hill's under terms as specified in Appendix D. Shelter represents that all adopter information is collected and shared with Hill's in compliance with all applicable laws, including privacy and disclosure laws and Shelter's own privacy policy (if applicable).

(f) Shelter agrees to provide Hill's with a right of first refusal for all pet food company sponsorship opportunities.

(g) Shelter agrees to provide Hill's with a delivery address that is one of the following: (1) a physical shelter with a business sign and posted operating hours, (2) a veterinary clinic, or (3) a pet-related business.

(h) Shelter agrees to order and replenish Hill's brand pet foods, Adopter Kits, materials, and signage through the Portal.

3. Term and Termination.

(a) This Agreement shall become effective upon the Effective Date, and shall remain in effect for one (1) year ("Initial Term"). At the end of the Initial Term, the Agreement shall automatically renew for two (2) successive terms of one (1) year each (each, a "Renewal Term") unless either party notifies the other at least thirty (30) calendar days prior to the end of the Initial Term or any Renewal Term of its wish not to renew for a subsequent Term.

(b) This Agreement may be terminated at any time:

(i) by either party, for any reason or no reason whatsoever, upon the delivery of thirty (30) calendar days' written notice to the other party;

(ii) by either party, immediately upon written notice to the other party, if a party ceases doing business, becomes insolvent, makes a general assignment for the benefit of creditors, has a receiver appointed for its assets, or an order has been made for its "winding-up"; and

(iii) by Hill's, immediately upon written notice to Shelter, if (A) Shelter loses and/or fails to maintain its status as a 501(c)(3) not-for-profit organization or governmental entity; (B) Shelter breaches its material obligations (including, but not limited to, nonpayment or any obligations under Section 2); or (C) Shelter's account remains inactive for a minimum of three (3) months.

(c) Upon the expiration or termination of this Agreement, Hill's shall cease providing the discounts described in **Appendix B**, and the Shelter shall within thirty (30) days thereof pay any outstanding amounts owed to Hill's. Additionally, upon Hill's request, the Shelter shall return to Hill's or make available for pick up by Hill's or its designated agents, any Hill's promotional materials which Hill's had provided to the Shelter (including without limitation, any coupons, Adopter Kits, signage, posters, educational materials and display racks).

4. Sales and Payment Terms.

(a) Hill's will invoice Shelter for pet food orders at list prices reflecting the discounted amount, as indicated in Appendix B. Upon receipt of invoice, Shelter shall remit payments to Hill's

(b) All list prices and/or discount amounts listed in **Appendix B** are subject to change upon thirty (30) days written notice.

(c) Shelter agrees the pet food purchased utilizing the Shelter's Food, Shelter & Love customer account is not purchased for resale and that such foods will not be re-sold or redistributed in any capacity.

(d) Nothing in this Agreement shall prohibit Shelter from purchasing Hill's products through Hill's normal sales channels. In order to purchase products for resale, the shelter must apply for and obtain a "Retail" account through Hill's. Products ordered through a "Retail" account may be resold or redistributed by the Shelter.

5. Confidentiality. The Shelter agrees that, to the extent permitted by law, it shall maintain in confidence and shall not disclose to any third party the terms of this Agreement without the prior written consent of Hill's.

6. Hill's Policies.

(a) Third Party Code of Conduct. Shelter represents and warrants that it is in compliance with Hill's Third Party Code of Conduct as of the Effective Date and shall remain in compliance throughout the term of this Agreement with such policy and any amendments to such policy in the form: (a) provided by Hill's to Shelter throughout the term of this Agreement or (b) updated throughout the term of this Agreement at https://www.colgatepalmolive.com/en-us/who-we-are/governance/third-party-code-of-conduct.

(b) Anti-Bribery Policy. Attached to this Agreement as **Appendix E** is a copy of Hill's Anti-Bribery Policy. Shelter represents and warrants that it is in compliance with Hill's Anti-Bribery Policy as of the Effective Date and shall remain in compliance throughout the term of this Agreement with such policy and any amendments to such policy in the form: (a) provided by Hill's to Shelter throughout the term of this Agreement or (b) updated throughout the term of this Agreement at https://www.colgatepalmolive.com/en-us/core-values/our-policies/anti-bribery-policy.

7. Audit. Upon reasonable notice and within the Shelter's normal business hours, Hill's shall have the right to audit and inspect the Shelter's facilities, books, documents, papers and records directly relating to Shelter's performance obligations under Sections 2 and 4, above.

8. Indemnification. Each party (as indemnitor) agrees to indemnify and hold the other party (as indemnitee) harmless against and from any and all losses, claims, damages or liabilities, joint or several, to which the indemnitee may become subject as the result of acts or omissions, by the indemnitor in connection with the performance of the indemnitor's duties under this Agreement or as the result of its material breach of any representation, warranty, covenant or agreement pertinent to this Agreement. This indemnity provision shall survive the termination of this Agreement.

9. Assignment. This Agreement, including the Appendices attached hereto, shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto, provided, however, neither party to this Agreement shall assign its interest or obligations herein, including, but not limited to, the assignment of any monies due and payable, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

10. Governing Law. This Agreement, the Appendices attached hereto and any dispute arising therefrom, shall be construed and enforced in accordance with the laws of the State of Kansas without regard to its principles governing conflicts of law.

11. Waiver. No failure by either party hereto at any time to require performance by the other party of any of the conditions, Appendices, terms, or provisions of this Agreement shall in any way affect such party's right thereafter to enforce the same or any other condition, Appendix, term or provision of this Agreement; nor shall any waiver by either party of any breach of this Agreement, or of any term, condition, Appendix or provision hereof, be taken as or held to be a waiver of any subsequent breach, or of the right to terminate this Agreement for any subsequent breach of the same or any other condition, Appendix, term, or provision of this Agreement.

12. Entire Agreement. This Agreement embodies the entire agreement of the parties in relation to the subject matter hereof and supersedes all previous agreements, arrangements and understandings, verbal or otherwise, in relation thereto. There are no representations, either oral or written, upon which either party relies as an inducement to enter into this Agreement other than those set forth herein. Except as expressly provided herein, no change in, addition to, or deletion from any portion of this Agreement shall be valid or binding upon the parties unless it is declared expressly to be a modification of this Agreement and is approved as such in writing by each party.

13. Conflicting Terms. In the event of a conflict between the provisions of this Shelter Agreement and any Appendices thereto, the provisions of the Shelter Agreement shall control.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the duly-authorized representatives of the parties hereto have executed this Agreement the day and year first above written.

CITY OF BROWNSVILLE - BROWNSVILLE ANIMAL REGULATION AND CARE CENTER

By: _____

Print Name: _____

Title: _____

"Approved as to Form and Legality
This 30th day of June 2015
Title
Office of the Brownsville City Attorney"

HILL'S PET NUTRITION SALES, INC.

By: _____

Print Name: _____

Title: _____

List of Appendices

A – Hill's Shelter Customer General Conditions of Sale
B – Food, Shelter & Love Program Terms
C – Adopter Kit Materials
D – Materials Related to Shelter Obligations set out in Sections 2(c) , 2(d) and 2(e)
E – Hill's Global Anti-Bribery Policy

APPENDIX A
HILL'S PET NUTRITION SALES, INC.
SHELTER CUSTOMER GENERAL CONDITIONS OF SALE
UNITED STATES

1 Scope

1.1 These general conditions of sale and the Hill's Pet Nutrition Sales, Inc. Standard Commercial Terms (these "**Conditions**) apply to all sales of products made directly by Hill's Pet Nutrition Sales, Inc. ("**Hill's Pet Nutrition**") to a shelter customer (the "**Customer**").

1.2 Any terms and conditions contained in a purchase order or other documentation issued by the Customer which differ from or add to these Conditions are rejected by Hill's Pet Nutrition.

1.3 Any other terms and conditions (a) implied by a course of dealing, custom or practice or (b) which the Customer seeks to incorporate, shall not apply.

1.4 Except as otherwise agreed in writing by the parties, these Conditions supersede all previous understandings and constitute the entire agreement between the parties with respect to the sale of products from Hill's Pet Nutrition to the Customer.

1.5 No modification, deletion or addition to these Conditions shall be binding on Hill's Pet Nutrition unless expressly approved in writing by Hill's Pet Nutrition.

2 Orders

2.1 An Order is deemed an offer by the Customer to purchase products from Hill's Pet Nutrition in accordance with these Conditions.

2.2 No Order is binding upon Hill's Pet Nutrition until the earlier of (a) acceptance of such Order by Hill's Pet Nutrition in writing or electronically or (b) shipment by Hill's Pet Nutrition of the products contained in such Order to the Customer.

2.3 No Order accepted by Hill's Pet Nutrition can be cancelled by the Customer without Hill's Pet Nutrition's written consent.

2.4 Hill's Pet Nutrition reserves the right to accept or reject any Order in its absolute discretion.

3 Minimum Order Charge

3.1 Customer is not subject to a minimum order charge.

3.2 Hill's Pet Nutrition reserves the right to change its minimum order quantities and other customer criteria at any time in its absolute discretion.

4 Price

4.1 The price of the products is the price set out in Hill's Pet Nutrition's standard price list as of the date an Order is processed by Hill's Pet Nutrition less any applicable discounts agreed upon in writing.

4.2 The price of the products shall include the cost of delivery to the Customer but shall not include (a) the cost of off-loading, (b) any other applicable sales tax which will be charged at the then applicable rate, or (c) fees related to non-standard delivery.

4.3 Hill's Pet Nutrition's standard price list shall not be construed or operate as an offer by, or obligation of, Hill's Pet Nutrition to sell the products to the Customer.

4.4 Hill's Pet Nutrition reserves the right to change its list price for any SKU at any time in its absolute discretion.

4.5 In no event shall a reduction in Hill's Pet Nutrition's list price be retroactive.

4.6 Orders received on or after the effective date of a list price change which do not reflect the price change will not be processed.

5 Invoicing and Payment

5.1 Hill's Pet Nutrition will invoice the Customer for products when the Order is shipped.

5.2 The Customer must pay invoices in full in cleared funds to Hill's Pet Nutrition's designated bank account prior to delivery of the products or in accordance with their payment terms.

5.3 Standard payment terms are payment within thirty (30) days of the invoice date ("Net 30"), unless an alternate arrangement is required due to a customer's poor payment history.

5.4 Payment shall be considered received by Hill's Pet Nutrition on the date that cash or an electronic funds transfer is received at Hill's Pet Nutrition's designated bank.

6 Credit

6.1 Hill's Pet Nutrition will consider an application for credit upon receipt of a formal written request from the Customer.

6.2 Hill's Pet Nutrition reserves the right at any time to grant, remove or modify its credit terms with the Customer in its absolute discretion.

6.3 The Customer must stay within its approved credit limits. In addition to all other available remedies, Hill's Pet Nutrition reserves the right to cease processing Orders if the Customer exceeds its approved credit limit.

7 Charges

7.1 In the event that the Customer fails to pay any amount owed to Hill's Pet Nutrition by the due date, Hill's Pet Nutrition may, without limiting its other rights, charge interest at the rate of *18%* per annum. Interest will accrue on a daily basis and apply from the payment due date until payment in full by the Customer.

7.2 All payments received from the Customer will be applied first to any interest charges and then applied to any unpaid portion of the oldest invoice.

7.3 Any penalty fees and/or charges assessed by the Customer that have not been agreed upon in writing by Hill's Pet Nutrition must be reimbursed to Hill's Pet Nutrition.

7.4 Hill's Pet Nutrition reserves the right to (a) offset any such unauthorized penalty fees and/or charges, including by deducting from any payments owed to the Customer based on negotiated agreements or discounting from any credit note subsequently issued to such customer, or (b) halt shipments to the Customer until such unauthorized penalty fees and/or charges are reimbursed to Hill's Pet Nutrition.

8 Delivery

8.1 Hill's Pet Nutrition shall deliver, or arrange for delivery of, the products to the Customer's premises or a mutually agreed upon location. At no time shall Hill's Pet Nutrition be deemed to be a common carrier.

8.2 Any time or date specified for delivery is an estimate only and time is not of the essence for delivery of the products.

8.3 Hill's Pet Nutrition may make delivery of the products in installments.

8.4 The Customer must inspect the products upon delivery. Any claim that the products are damaged or that there is a defect in delivery must be made in accordance with Hill's Pet Nutrition's Retail Returns Policy.

8.5 Any non-standard delivery will be assessed the following fees:

8.5.1 Customer is not subject to non-standard delivery fees.

8.6 Hill's Pet Nutrition reserves the right to change its non-standard delivery fees at any time in its absolute discretion.

9 Resale

9.1 The Customer may only resell the products in the United States.

10 Title and Risk

10.1 Title to the products and risk of loss of the products passes to the Customer upon delivery of the products to the transportation carrier at the shipping origin. Where the products are delivered to the Customer by a Hill's Pet Nutrition delivery truck, title to the products and risk of loss of the products passes to the Customer upon delivery of the products.

11 Product Quality and Recall

11.1 The Customer must report to Hill's Pet Nutrition any concerns related to a Hill's Pet Nutrition product that come to the Customer's attention and are potentially linked to product quality or safety, including, but not limited to, any reports from product users of an adverse effect on health (each, an "Adverse Event") whether it is under normal or unexpected use conditions. The Customer must report such Adverse Events to the appropriate Hill's Pet Nutrition contact within one (1) business day following the point in time that the Customer becomes aware of the Adverse Event. The Customer must use appropriate care in the handling and transportation of the Product and must store the product under appropriate conditions.

11.2 If the Customer is the subject of a request, court order or other directive of a court or other governmental or regulatory authority to withdraw any Hill's Pet Nutrition products from the market (a "**Recall Notice**"), the Customer shall, as promptly as possible and in no event, no later than twenty-four (24) hours following its receipt of a Recall Notice, provide Hill's Pet Nutrition with a copy of such Recall Notice.

11.3 Unless required by law, the Customer may not undertake any recall or withdrawal of Hill's Pet Nutrition products without the written permission of Hill's Pet Nutrition.

11.4 In the event that the Customer is required by law to undertake a recall or withdrawal of Hill's Pet Nutrition products, or in the event that Hill's requests in writing that the Customer undertake a withdrawal even where not required by law, the Customer shall comply with Hill's Pet Nutrition's instructions on implementing such recall or withdrawal.

11.5 Hill's Pet Nutrition shall have sole responsibility for paying the cost of any product recall or withdrawal, except when such product recall or withdrawal results from any action, omission or inaction by the Customer (a "Customer-Attributable Recall"), in which case the Customer shall bear such cost.

12 Intellectual Property Rights

12.1 The Customer may not alter any trademark or marking on the products.

12.2 The Customer's right, title or interest in any trademark, trade name, trade dress, copyright, or symbol, or any translation thereof ("Rights"), which is applied to or used in relation to the products is limited to the Rights granted to Customer in writing.

13 Warranty Exclusion

EXCEPT AS (1) REQUIRED BY APPLICABLE LAW, (2) EXPRESSLY SET FORTH IN THESE CONDITIONS OR (3) SPECIFICALLY PROVIDED TO THE CUSTOMER BY HILL'S PET NUTRITION IN WRITING, HILL'S PET NUTRITION DISCLAIMS AND EXCLUDES ALL WARRANTIES AND TERMS AND CONDITIONS NOT CONTAINED IN THESE CONDITIONS, EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMITTED BY LAW AND SPECIFICALLY DISCLAIMS, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF REASONABLE QUALITY OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

14 Limitation of Liability

IN NO EVENT SHALL HILL'S PET NUTRITION BE LIABLE TO THE CUSTOMER, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), FAILURE OF A REMEDY TO ACCOMPLISH ITS PURPOSE OR OTHERWISE, FOR SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS (WHETHER DIRECT OR INDIRECT), LOSS OF USE OF THE PRODUCTS, DAMAGE TO ASSOCIATED EQUIPMENT, CUSTOMER-ATTRIBUTABLE RECALL COSTS, DOWNTIME, COST OF SUBSTITUTE EQUIPMENT OR PRODUCTS OR CLAIMS BY THE CUSTOMER'S BUYERS FOR SUCH DAMAGES. NOTHING CONTAINED IN THIS CLAUSE LIMITS OR EXCLUDES LIABILITY FOR DEATH, PERSONAL INJURY OR ANY LIABILITY THAT CANNOT BE EXCLUDED BY LAW.

15 Compliance with Laws and Policies

15.1 The Customer shall comply with:

15.1.1 all applicable laws, rules, regulations and licenses issued by any supra-national, governmental or other authority in relation to the subject matter of these Conditions including, without limitation, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act 2010, and any other applicable anti-corruption laws, rules or conventions;

15.1.2 Colgate Palmolive's Anti-Bribery Policy, Hill's Pet Nutrition's Returns Policies and any other policy communicated by Hill's Pet Nutrition to the Customer, as amended from time to time; and

15.1.3 Hill's Pet Nutrition's distribution policies.

15.2 Hill's Pet Nutrition may immediately cease processing Orders and terminate its commercial relationship with the Customer as a result of any breach of Clause 15.1.

16 Force Majeure

Hill's Pet Nutrition will be excused from performance and will not be liable for any failure or delay in performing its obligations under any contract between Hill's Pet Nutrition and the Customer where such failure or delay was caused by an event or series of events beyond Hill's Pet Nutrition's reasonable control (irrespective of foreseeability), including, without limitation, acts of government, war, hostilities or threat of war, terrorism, labor difficulties, a delay in delivery from suppliers, commercial impracticality, shortages of energy, materials, labor, or equipment, fire, flood, storm, explosion, epidemic, riot, civil commotion, or an act of God.

17 Cancellation

17.1 Hill's Pet Nutrition may immediately cancel any Order if the Customer:

17.1.1 fails to make payment when due;

17.1.2 fails to comply with Hill's distribution policies; or

17.1.3 is insolvent or ceases or threatens to cease conducting business.

Such cancellation shall be without prejudice to any other right or remedy available to Hill's Pet Nutrition.

18 Insurance

The Customer shall maintain Commercial General Liability Insurance, including product liability coverage and contractual liability coverage, in an amount of at least USD 2 million and produce, upon Hill's request, details of such insurance and a receipt for the appropriate premium.

19 Remedies

Any rights or remedies arising under these Conditions are cumulative and do not exclude any rights or remedies provided by law.

20 Relationship

Hill's Pet Nutrition and the Customer are independent businesses. No partnership, joint venture, agency, trust or relationship of employer/employee is created between them.

21 Dispute Resolution

21.1 In the event of a Dispute, the parties will attempt to settle such Dispute through good faith negotiations between their appropriate executives.

21.2 If such executives cannot resolve the Dispute, the parties may refer the Dispute to mediation by a mediator jointly selected by the parties.

21.3 If the Dispute is not settled by mediation within fourteen (14) days following the commencement of mediation, the Dispute shall be settled exclusively by final and binding arbitration pursuant to the Rules of Arbitration of the International Chamber of Commerce as follows:

21.3.1 The arbitration panel (the "**Panel**") shall consist of a single arbitrator;

21.3.2 The place of arbitration shall be Topeka, Kansas and the proceedings shall be held in English;

21.3.3 The award of the Panel shall be final and judgment upon such award may be entered in any competent court;

21.3.4 Neither party shall, and each shall ensure that none of their Affiliates shall, disclose the existence, content or results of any arbitration under this clause.

21.4 Hill's Pet Nutrition or the Customer may seek interim or provisional relief or measures in any applicable courts that may be necessary to protect the rights of such party or their affiliate pending the establishment of the Panel, or pending the decision of the Panel.

22 Definitions

22.1 The following definitions apply:

Affiliate: means, in the case of Hill's Pet Nutrition, any company which, from time to time, forms part of the Colgate-Palmolive Company group of companies and, in the case of the Customer, any company which, from time to time, forms part of the Customer's group of companies, respectively.

Order: the Customer's order addressed to Hill's Pet Nutrition for the supply of products in accordance with these Conditions.

APPENDIX B
Food, Shelter and Love Program Terms

Pet Food Purchases

All pet food purchased utilizing the Shelter's Food, Shelter & Love customer account is exclusively purchased to feed the pets in the care of the shelter. Such foods cannot be resold or redistributed in any capacity.

Shelter Food – select Hill's brand pet food for the express and limited purpose of feeding cats and dogs in the care of the shelter, including cats and dogs in the Shelter's foster programs that are not yet adopted. Hill's reserves the right to substitute or designate the type of products provided as **Shelter Food**, including variable methods of delivery.

SHELTER FOOD

SKUs	SKU Description	Size	% Discount off Hill's current List Price
Shelter SKUs			
2092 6801	Science Diet Kitten Science Diet Adult Cat	35 lbs 20 lbs	74.00 % 74.00 %
603920 603916	Science Diet Puppy Science Diet Adult Dog	35 lbs 35 lbs	56.00 % 56.00 %
Wet			
6174 6600 4534	Science Diet Kitten Savory Turkey Entrée Science Diet Kitten Liver & Chicken Entrée Science Diet Feline Adult Savory Chicken Entrée	24 x 5.5oz 24 x 5.5oz 24 x 5.5oz	35.00 % 35.00 % 35.00 % 0.00 %
7036 7037 7039	Science Diet Puppy Chicken & Barley Entrée Science Diet Canine Adult Chicken & Barley Entré Science Diet Canine Adult Beef & Barley Entrée	12 x 13oz 12 x 13oz 12 x 13oz	35.00 % 35.00 % 35.00 %

Shelter may purchase other Hill's pet food products not identified above at list price. Such purchases are subject to warehouse availability and other conditions of sale.

Shelter Pet Adoption Reporting submission requirement:	**MONTHLY**

New Pet Parent Adopter Information submission requirement:	**WEEKLY**

APPENDIX C
Adopter Kit Materials

Adopter Kit will consist of:

- **ONE Hill's brand starter bag of Cat or Dog food** containing
  - One or two pounds of food
  - On Pack booklet
    - Immediate use coupon
    - Link to additional savings and pet parent educational articles
- **Optional items as made available for order on the Portal**
  - Examples:
    - Measuring Cups
    - Adopter Gift Bags
    - Shelter Adopter Handouts
    - Pet Emergency Preparedness Cards

Adopter Kit Starter bags will be available for order on the Portal:

- **Cat (1lb bag):**
  - Kitten
  - Adult
- **Dog (2lb bag):**
  - Puppy Small Bites
  - Puppy Large Breed
  - Adult

APPENDIX D

MATERIALS RELATED TO SHELTER OBLIGATIONS SET FORTH IN SECTIONS 2(c), 2(d) and 2(e)

HILL'S RESERVES THE RIGHT TO AMEND OR SUBSTITUTE THESE MATERIALS DURING THE TERM OF THE AGREEMENT.

A. ADOPTION SCRIPT GUIDANCE

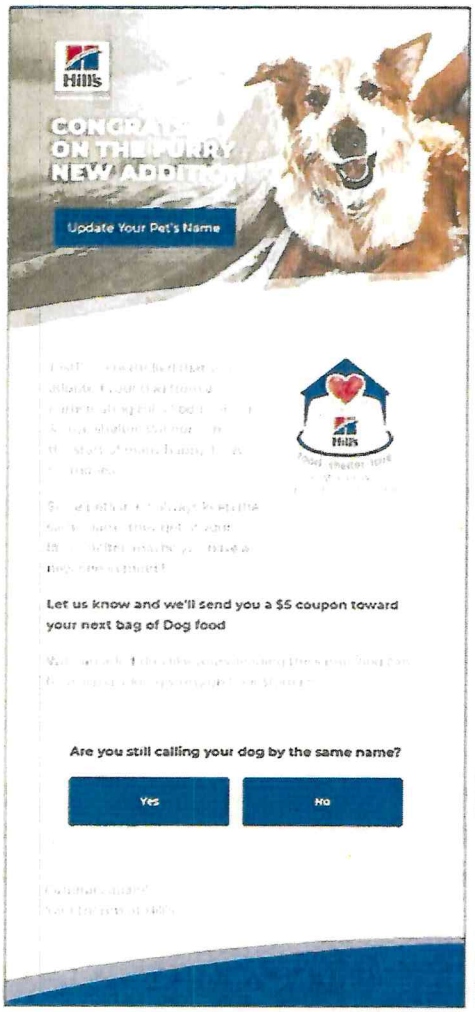
During the adoption process, shelter staff shall communicate and provide the following Hill's Food, Shelter & Love program components to the new pet parent:

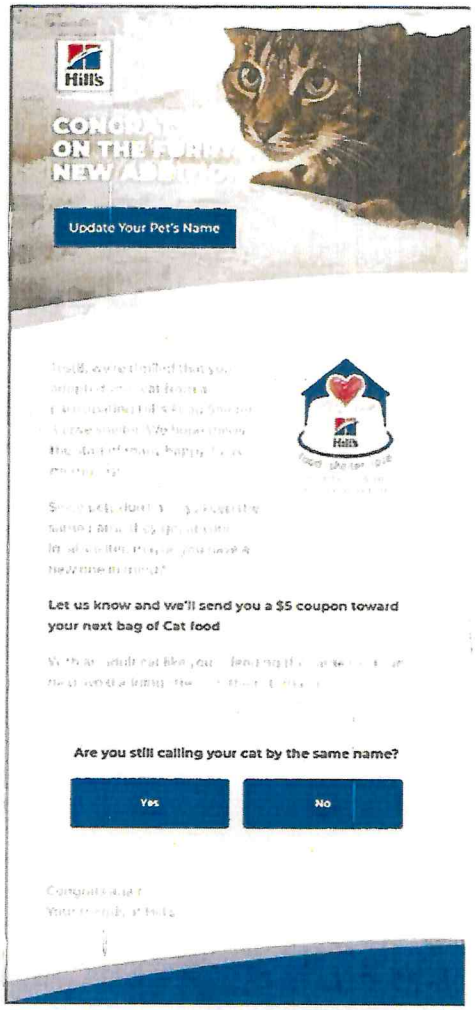
1 – Pets in the shelter are fed Hill's brand pet foods
2 – Benefits of continuing to feed Hill's brand foods for their newly adopted pet (continue to support the shelter, shelter recommendation, and nutritionally balanced,)
3 – Hill's Adopter Bag and on-pack
4 – Hill's Pet Parent Program and its benefits (Opt In for Communication, welcome series, coupons and education)

Here is a suggested adoption script (to be used as a guide only):

- *"At [shelter name], we are proud to be part of the Hill's Food, Shelter & Love program and we feed all our pets Hill's brand pet foods.*
  - *Hill's is US Veterinarians' #1 Recommended Brand*
  - *Hill's Science Diet provides science-led nutrition to support pets' ever-changing needs.*
  - *The Science Diet portfolio also includes specialized nutrition for pets' weight, skin, stomach and more.*
- *We suggest that you continue to feed [pet's name] the same food he/she has been eating while he/she was with us when you get home. To assist you with that, we're providing you with a sample bag of the food [pet's name] was eating while he/she was here.*
  - *Keeping his/her food consistent during this time of transition from the shelter into your home can help avoid one additional change during this stressful time for a pet.*
  - *On the front of the bag is a booklet that contains a $5 coupon you can use to purchase a larger bag of food along with a website offering additional savings and a variety of educational articles for pet parents. You can also scan the QR code on the back of the booklet for further savings on Hill's pet foods.*
- *We offer all adopters the opportunity to join the Hill's New Pet Parent program. If you sign up you will receive emails giving you access to exclusive pet parent resources and coupon offers. If at any time you wish to no longer receive emails from Hill's, you may unsubscribe. Would you like to receive communications and offers from Hill's Pet Nutrition?*
- *When you buy Hill's brand pet foods to feed your pets, you help make it possible for Hill's to feed the animals here at our shelter. Feeding Hill's at home helps feed shelter pets.*

B. EXAMPLE OF EMAIL TO NEW ADOPTERS





C. PET AND PET ADOPTER INFORMATION SHARING

1. Shelter agrees to provide pet adoption numbers in the Shelter Adoption Reporting section on the Portal on a monthly basis; and

2. Shelter agrees to share the following information in an electronic format acceptable to Hill's in the New Adopter Information of the Portal in accordance with the timing identified in Appendix B:

i. Pet adopter's name, address;

ii. Adopted Pet's name, breed, and date of birth (to improve relevance of educational materials sent by Hill's to consenting pet parents);

iii. Adoption date and adoption location;

iv. Pet adopter's email address; and

v. Whether the Pet adopter has consented to receive marketing emails from Hill's or not.

3. Example of Opt-In Consent Language - Hill's suggests Shelter obtain written consent to receive Hill's marketing emails using the language below or similar language.

[ ] Yes, I would like to receive email, other electronic communications, and/or mail with information and special offers from Hill's Pet Nutrition, Inc. and its family of brands about my adoption. (You can unsubscribe at any time.)

APPENDIX E

HILL'S PET NUTRITION, INC. AND ITS SUBSIDIARIES

GLOBAL ANTI-BRIBERY POLICY

Our Anti-Bribery Commitment

Hill's Pet Nutrition's ("Hill's") commitment to dealing legally and ethically applies worldwide. We comply with all applicable anti-bribery laws, including but not limited to the U.S. Foreign Corrupt Practices Act ("FCPA"), everywhere we do business, and we expect the same of the third parties with whom we work. While the FCPA prohibits, among other things, bribery of foreign government officials and entities, other anti-bribery laws, like the UK Bribery Act, prohibit commercial bribery between private individuals and entities.

Hill's people and any third parties acting on our behalf or in connection with our business are prohibited from giving or offering anything of value directly or indirectly to any government official or entity, or to any private individual or entity, in order to improperly obtain or retain any business advantage or to improperly affect any act or decision.

This prohibition includes any facilitating, expediting or "grease" payments made to government officials, either directly or indirectly, in order to expedite any official service or function (for example, small payments made to an official to move Hill's application to the front of the line or to shorten the time frame in which services or other actions are provided). Any official fees supported by government-issued receipts do not qualify as improper payments.

Maintaining Accurate Books and Records

No payment by or on behalf of the Company shall be approved or made if any part of the payment is to be used for an unlawful or improper purpose, or for any purpose other than that described by valid documents supporting the payment. No false or misleading entries should be made in any books or financial records of the Company for any reason.

Any expenses that an employee or third party incurs on Hill's behalf or in connection with our business shall not be reimbursable unless they are lawful and supported by detailed documentation including, for example, valid invoices or receipts.

Expenditures Related to Government Officials

No funds may be provided to or spent on behalf of a government official or entity, directly or indirectly, without advance written approval from Hill's Global Legal Organization. This includes any payments, gifts, donations, entertainment, travel, meals, or other items of value. (For additional information, please review the Global Policy on Expenditures Related to Government Officials & Governments.) Advance approval is not required for official fees supported by government-issued receipts (e.g., permit or license fees).

Please note that the term "government official" is widely defined and may include individuals who are employed by any public or state-affiliated institution or organization or who act in an official capacity in

any way, whether full-time, part-time or unpaid. Government officials can be found in every branch and level of government and public life and may include anyone from low-level customs employees, to employees of state-owned media outlets, to high-ranking lawmakers, as well as researchers, professors, teachers, dentists, veterinarians, or other professionals and Key Thought Leaders. If you are in doubt as to whether an individual could be considered a government official, you should contact Hill's Global Legal Organization.

Commercial Bribery

In addition to prohibiting bribery of government officials, Hill's also prohibits its employees and third parties from engaging in bribery of private parties. You should not seek to improperly influence the judgment or conduct of any party with whom you might be conducting Company business by offering or providing any payments, gifts or other benefits, or by any other unlawful inducement.

Our Expectations

Hill's reputation depends on the conduct of our employees as well as the conduct of those with whom we do business. It is our goal to ensure that Hill's people and the third parties with whom we work reflect the same high ethical standards and demonstrate a commitment to compliance with all applicable laws. We further expect our third parties to ensure that their employees and subcontractors understand and comply with this Anti-Bribery Policy.

Failure to comply with this Anti-Bribery Policy or any applicable anti-bribery laws, including but not limited to the FCPA, may result in civil or criminal penalties, as well as termination of the employment or business relationship.

Enable accessibility | Gift card | Track your order

10,527,672 lives saved.

Sign up, earn points, get treats

PETSMART

Search

Shop by brand Shop by pet Pet Services Sale Featured Pharmacy Help

Sign In
Treats & Account

My store

Extra 20% off online only thru 6/25, see terms. Shop now >

Enable accessibility

169

169

Search

Extra 20% off online only thru 6/25, see terms. Shop now >

my cart

continue to checkout

Check out with PayPal

treats

Log in or sign up for PetSmart Treats to earn points on this purchase. Log in or sign up

Subtotal (169 items) $10,984.81 details

Feedback

item: 5266810

Hill's® Science Diet® Adult Dry Dog Food - Chicken & Barley

flavor chicken & barley
size 35 lb

remove

qty	unit price	item total
- 50 +	$78.99	$3,949.50

how to get it

- ○ in-store pickup
- ○ same-day delivery
- ◉ ship to me
- ○ autoship & save

item: 5154731

1-888-839-9638

flavor chicken meal & barley
size 30 lb

remove

qty	unit price	item total
- 50 +	$70.99 ~~$72.99~~	$3,549.50

how to get it

- in-store pickup
- same-day delivery
- ship to me
- autoship & save

item: 5154810

Hill's® Science Diet® Indoor Adult Dry Cat Food - Chicken

flavor chicken
size 15.5 lb

remove

qty	unit price	item total
- 50 +	$56.99	$2,849.50

how to get it

- in-store pickup
- same-day delivery
- ship to me
- autoship & save

item: 5154793

Hill's® Science Diet® Kitten Dry Cat Food - Chicken

flavor chicken
size 7 lb

remove

qty	unit price	item total
- 19 +	$33.49 ~~$35.49~~	$636.31

how to get it

- in-store pickup
- same-day delivery
- ship to me
- autoship & save

1-888-839-9638



Item: 5148157

PetSmart Charities Donation

Your donation helps make the world a better place for pets and all who love them.

$1 Apply

Please enter an amount



Add a Promo Code

Enter Promo Code

Apply

Subtotal (169 items) $10,984.81 details

continue to checkout

Check out with PayPal

merchandise total	$10,984.81
shipping	-
estimated tax	-
Estimated Total	$10,984.81

*Shipping & tax estimated in checkout

afterpay available for orders between $1 - $2,000

treats

estimated points earned + 87,878

continue to checkout

Check out with PayPal

Recently Viewed

1-888-839-9638




Keep Shopping



Hill's® Science Diet® Adult Wet Dog Food - 13 oz

2 Flavors
$3.19



Hill's® Science Diet® Small Breed Puppy Wet Dog Food -

$3.49



Purina Pro Plan Complete Essentials Adult Wet Cat Food -

11 Flavors
$1.48

10,527,672 lives saved.

Pet Services
Help Center
Treats program

Track your order
Accessibility Statement

About
Careers
PetSmart Charities

US Site
Canada Site

LegitScript PETSMART.COM 662123 Certified

pharmacy
Why does this web address end in .pharmacy?
Find out at www.safe.pharmacy.

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Save 20% online only for merchandise on petsmart.com or the PetSmart app. Eligible products only. Exclusions apply. See product page to determine eligibility. Offer not valid on veterinary care, services, gift cards, gift certificates, previous purchases & charitable donations. Savings will automatically reflect in shopping cart with purchase of qualifying product. Offer may not be combinable with other promotional offers or discounts. Prices & selection may vary. While supplies last. Quantities may be limited and deliveries may be delayed. Offer valid through 6/25/23.

Save $10 off your first purchase of $50 or more in Pharmacy. Offer valid with Treats membership online only at petsmart.com or on the app. Must be signed into your Treats account prior to purchase. Discount taken off highest priced qualifying item in cart. Offer not valid on services, gift cards, gift certificates, previous purchases, charitable donations, and may exclude all or select items from various brands. Offer may not be combined with other promotional offers or discounts and specifically excludes any available Autoship offers. Limited to one time per customer during the offer period. Transaction total is prior to taxes & after discounts are applied. Terms and conditions of this offer are subject to change at the sole discretion of PetSmart. Offer valid through 7/2/23.

Save 35% on your first Autoship order up to a maximum savings of $20.00 and 5% on all recurring orders. Certain products and brands are not eligible for sitewide offers or promotions and specifically excludes: select products from The Pharmacy at PetSmart, all Royal Canin and Eukanuba products, all services, give cards, gift certificates, previous purchases and charitable donations. Must be signed in to your Treats account to receive discount. Savings will automatically reflect in shopping cart with purchase of qualifying product and enrollment in Autoship. Offer may not be combinable with other promotional offers or discounts. Treats members receive free shipping on select orders over $49.00, prior to taxes & after discounts are applied. Add'l terms apply. Prices & selection may vary. While supplies last. Quantities may be limited and deliveries may be delayed. Terms and conditions of this offer are subject to change in the sole discretion of PetSmart.

Treats members enjoy Free Standard Shipping on select orders over $49. Must be signed into your Treats account prior to purchase. Transaction total is prior to taxes & after discounts are applied. Savings will automatically reflect in shopping cart with the purchase of qualifying merchandise. Maximum value $75. Due to size and/or weight, certain items bear an additional shipping surcharge or special handling fee. Valid only on orders shipped within the contiguous 48 U.S. states, military APO/FPO addresses and select areas throughout Canada. Offer not valid on all or select products in the following categories: live pets, canned, fresh or frozen foods, select cat litters. Offer may not be combinable with other promotional offers or discounts. Terms and conditions of this offer are subject to change at the sole discretion of PetSmart. Delivery may be delayed due to acts beyond our reasonable control, which may include, but are not limited to, weather, strikes, power outages, shutdowns, local, provincial or federal governmental actions, and other similar acts. Offer valid on PetSmart.com.

Free Same-Day Delivery offer valid on select merchandise purchased at petsmart.com when choosing Same-Day Delivery. Same-day delivery is available in most areas. Order by 9am for delivery between 12pm-3pm, by 1pm for delivery between 3pm-6pm, & by 3pm for delivery between 6pm-8pm. Orders placed after 3pm [illegible]

1-888-839-9638

window to bring any perishable items inside right away. Prices & selection may vary in stores & online. While supplies last. Quantities may be limited. See www.petsmart.com/help or store associate for more details.

Curbside orders must be picked up two hours prior to store closing time. In store pickup available during all store hours. Orders must be placed three hours prior to store closing for same day pickup. Store hours may vary. Check your local store for details & current store hours. Prices & selection may vary by store & online. While supplies last. Quantities may be limited. See www.petsmart.com/help or store associate for more details.

If PetSmart is out of crickets, we will offer one coupon per family for 25 free crickets, valid through 12/31/2023. See coupon for details. Coupon is valid at the issuing store only. Customers may receive only one coupon per out of stock period. (The out of stock period ends when the store receives a new shipment of crickets.)

Need Help?

Checkout

Shipping Address

Full Name
Brownsville Animal Regulation & Car

Street Address
416 FM511

Apt / Suite / Other

City
Olmito

State
TEXAS

ZIP Code
78575

Phone Number

Why ask?

Ship to This Address

Start your first Autoship order and save up to 35% ($20.00) today on eligible items! Plus, save 5% on future Autoship orders.

More Info

Yes, make my life easy.

You'll save an additional **$20.00** on this order!

Frequency
Every 4 weeks

You can easily change, cancel, or reschedule shipments at any time.









Maximum $20 savings on 35% off Autoship promotion. For Autoship-eligible items only. Some exclusions apply. For a limited time.

○ **No, thank you.**

You'll buy these items once.

Your Items



Hill's Science Diet Kitten Chicken Recipe Dry Cat Food, 15.5-lb bag

$56.99

Quantity
50

○ **Autoship** and Save

○ Buy Once



Hill's Science Diet Adult Indoor Chicken Recipe Dry Cat Food, 7-lb bag

$32.49

Quantity
50

Autoship and Save

Buy Once



Hill's Science Diet Puppy Chicken Meal & Barley Recipe Dry Dog Food, 30-lb bag

$70.99

Quantity
50

Autoship and Save

Buy Once



Hill's Science Diet Adult Chicken & Barley Recipe Dry Dog Food, 35-lb bag

$78.99

Quantity
50

Autoship and Save

Buy Once

Gift Card

+ Add a Gift Card

Your Payment Information

Credit or Debit Card



G Pay

PayPal

Then you'll review and place your order on Chewy.com.

Promo Code

Apply

Order Summary

Items (200):	$11973.00
Flat-Rate Shipping:	FREE
Total Before Tax:	$11973.00
Estimated Tax:	$0.00
Order Total:	**$11973.00**

Place Order

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24/7 Customer Service

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To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Martin Vega, Senior Planner
Date:	Tuesday, July 11, 2023
Agenda #:	Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 235-2023-013**, to rezone from Residential Single-Family (R-1) to Residential Suburban (R-2) for 2.048 acres of land in Block 39, Share 27, El Jardin Subdivision, Cameron County, Texas, located at 290 North Central Avenue, Brownsville, Texas 78521, as shown in Exhibit "A". (District 2) (Planning & Redevelopment Department) (Continued from June 20, 2023 - Public Hearing)

Summary:
Property owner, Alonso Cortez, proposes to change the Zoning Designation for 2.048 acres of land in Block 39, Share 27, El Jardin Subdivision, Cameron County, Texas, located at 290 North Central Avenue, Brownsville, Texas 78521. The applicant requests to rezone the subject property from Residential Single Family (R-1) to Residential Suburban (R-2) for the purpose of establishing a duplex subdivision on the subject property.

The predominant land use in the surrounding area is single family dwelling. Additional uses, such as undeveloped land, multi-family development, and civic institution (church) are also present within proximity of the subject property.

The property is located within the Transition Central District. The request is consistent with the Future Land Use Plan.

Project Scope and Analysis:
The subject property is currently vacant and consists of 2.048 acres. A duplex subdivision consisting of approximately 12 lots is being proposed on this property. The applicant is requesting a zoning reclassification due to the current zoning (R-1) only allowing single-family homes. If granted, an (R-2) zoning designation would allow the applicant to build one duplex structure on each proposed lot. The R-2 zoning designation allows a minimum lot size of 2,000 square feet and reduced setbacks. However, the applicant is proposing 5,000 square foot lots. In general, the proposed use would be compatible and would fit within the character of the neighborhood.

Funding:

Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:

There was no written or verbal opposition at the Planning and Zoning Commission meeting on June 1, 2023. The Planning and Zoning Commission approves this rezoning from Residential Single-Family District (R-1) to Residential Suburban (R-2).

The item was tabled by City Commission at 1st Reading on June 20, 2023. It will once again be presented as a 1st Reading item on July 11, 2023. A motion must be entertained to reopen the public hearing as it was continued from June 20, 2023.

Commission Pillar:

Planning & Redevelopment

Attachments:

1. First Reading Zoning Cases (13) 071123
2. Binder 235-2023-013

Planning and Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

First Reading Zoning Cases

CITY COMMISSION HEARING DATE: JULY 11, 2023

Case Number	*Electoral District*	*Application Type*	*Property Address*	*Applicant/ Representative Name*	*Zoning Change*	*Reason for Request*	*Opposition*
235-2023-013	2	Rezone	290 North Central Avenue	Alonso Cortez / Jorge Palacios	To rezone from Residential Single-Family (R-1) to Residential Suburban (R-2)	To allow a duplex subdivision	No verbal or written opposition

City of Brownsville Planning and Redevelopment Department
1034 E. Levee St. 2nd Floor, Brownsville, Texas 78520
Telephone: 956.548.6150

Zoning Division:
zoning@brownsvilletx.gov

Multi-Process Application / Aplicación Multiproceso

General Information / Información General:

Applicant Information / Información del Solicitante

Date / Fecha: 5/4/2023	☒ Owner / Nombre del Propietario ☒ Representative or Agent / Representante o Agente	
Applicant Name / Nombre del Solicitante: Alonso Cortez / Jorge Palacios		
Address / Dirección: 5738 Hidden Oaks		
City / Ciudad: Brownsville	State / Estado: TX	Zip / Código Postal: 78526
Phone Number / Numero Telefónico: (956) 408-1137	Fax:	
E-mail / Correo Electrónico: irvinnarvaez@hotmail.com / jopa_80@hotmail.com		

Property Information / Información de la Propiedad

Is the Property Subdivided? / ¿La propiedad está subdividida? ☐ Yes / Sí ☒ No, If the answer is no, provide survey map and or metes and bounds / Si la respuesta es no, proporcione un plano catastral (del terreno) y / o medidas y límites

Property Address / Dirección de la Propiedad: 290 N Central Ave. Brownsville, TX 78521		
Subdivision / Subdivisión: El Jardin	Lot / Lote:	Block / Bloque: 39
Property Tax ID / Identificación del impuesto: - - - 02-7910-0390-0042-00	Gross Acreage / Superficie en Acres: 2.0510	
Location Description / Descripción de la Ubicación:		
Current Zoning / Zonificación Actual : R-1	Proposed Zoning / Zonificación Propuesta: R-2	
Proposed Use / Uso propuesto:	Overlay District:	

Application Type / Tipo de Aplicacion:

☐ **I. Specific Use Application / Solicitud Para Plan de Uso Específico**
☒ **II. Zoning Application / Solicitud de Zonificación**
☐ **III. Planned Development Application / Solicitud de Distrito de Desarrollo Planificado**
☐ **IV. Board of Adjustment Application / Aplicación al Comité de Ajuste**

Required Documentation for ALL applications:

☒ Application / Solicitud
☒ Full payment of the application fee / Pago completo de la tarifa de solicitud
☒ Copy of tax certificate / Copia del Certificado Fiscal / Impuestos
☒ Deed of the subject property / Escritura de la propiedad en cuestión
☒ Survey if property is not subdivided / Proporcione un plano catastral (del terreno), si la propiedad no esta subdividida
☒ Notarized authorization letter from the owner (if the application is signed by the representative and/or buyer) / Carta de autorización notariada del propietario (si la solicitud está firmada por el representante y / o el comprador)
☐ Copy of Certificate of Formation Limited Liability Company (if applicable) / Copia del Certificado de Empresa de Responsabilidad Llimitada (si corresponde)
☐ Copy of Property Sale Agreement or Contract (if buyer is the applicant) / Copia del acuerdo o contrato de venta de la propiedad (si el comprador es el solicitante)

See additional requirements listed below for each application type /
Consulte los requisitos adicionales que se enumeran a continuación para cada tipo de aplicación

*No incomplete applications will be accepted / No se aceptarán solicitudes incompletas

I. Specific Use Application Fee / Tarifa de la Solicitud Pada Plan de Uso Específico

Multi-Family / Office / Commercial / Retail / Industrial: Multifamiliar / Oficina / Comercial / Minorista / Industrial:	Single Family: Unifamiliar:
☐ 0 – 1 Acres...$500 ☐ 1 – 5 Acres...$750 ☐ 5 – 10 Acres...$1,000 ☐ 10 and Up ... $1,250	☐ 0 – 1 Acres...$250 ☐ 1 – 10 Acres...$500 ☐ 10 and Up ... $1,000

Additional Required Documentation / Documentación Requerida

☐ Site Plan / Plan de Sitio

Refer to Unified Development Code 4.2.7 Specific Use Permit / Consulte el Código de Desarrollo Unificado 4.2.7 Permiso de Uso Específico

Refer to Unified Development Code 4.6.9 Wireless Transmission for requirements / Consulte el Código de Desarrollo Unificado 4.6.9 Transmisión Inalámbrica para conocer los requisitos

II. Zoning Application Fee / Tarifa de la Solicitud de Zonificación

Multi-Family / Office / Commercial / Retail / Industrial: Multifamiliar / Oficina / Comercial / Minorista / Industrial:	Single Family: Unifamiliar:
☐ 0 – 1 Acres...$500 ☒ 1 – 5 Acres...$750 ☐ 5 – 10 Acres...$1,000 ☐ 10 and Up ... $1,500	☐ 0 – 1 Acres...$250 ☐ 1 – 10 Acres...$500 ☐ 10 and Up ... $1,000

III. Planned Development Application Fee / Tarifa Para Solicitud de Distrito de Desarrollo Planificado

☐ General Development Plan / Plan General de Desarrollo $
☐ Final Development Plan / Plan de Desarrollo Final $
☐ Planned Development Amendment / Enmienda de Desarrollo Planificado $

Additional Required Documentation / Documentación Requerida

☐ Planned Development Master Plan / Plan Maestro de Desarrollo Planificado
- ☐ Design Statement / Declaración de Diseño
- ☐ Concept Plan/ Plan Conceptual

IV. Board of Adjustment Application / Aplicación al Comité de Ajuste

☐ Variance / Variación de Zonificación ☐ Special Exception / Excepción Especial	☐ $250

Description / Descripción

Provide a brief description of your request / Proporcione una breve descripción de su solicitud:

Additional Required Documentation / Documentación Requerida

☐ A digital copy in PDF format of a survey that is sealed and signed by a professional land surveyor./Una copia digital en formato PDF del plato catastral (del terreno) sellado y firmado por un agrimensor profesional.

☐ A digital copy of the site plan in PDF format./Una copia digital del plano del sitio en formato PDF.

☐ A letter fully explaining request / Una carta que explique completamente la solicitud

☐ All supplemental material to be presented to Board Members (pictures, letters of support, etc.) / Todo el material complementario que se presentara a los miembros del comité (fotografías, cartas de apoyo, etc.)

Applicant Signature / Firma del Solicitante:

(If the application is signed by the representative a notarized letter from the owner is required with this application / Si la solicitud está firmada por el representante, se requiere una carta notariada del propietario con esta solicitud)	Date / Fecha: 5/4/2023

Office Use Only /Sólo Para Uso Oficial

Case Number: 235-2023-013	Application Fee: $750.00	Code: ZONCTA-23-0016
Application Processed by: Martin Vega	Date: 5/4/2023	

*No incomplete applications will be accepted / No se aceptarán solicitudes incompletas

ORDINANCE NUMBER 235-2023-013

AN ORDINANCE AMENDING THE "CITY ZONING ORDINANCE" BY AMENDING THE OFFICIAL ZONING ATLAS; AND DEALING WITH RELATED MATTERS INCLUDING $2000 PENALTIES.

WHEREAS, this ordinance is in accordance with the City's comprehensive plan; is consistent with the existing zoning surrounding the area to be rezoned; and bears a substantial relationship to the public health, safety, morals or general welfare; and all procedural requirements for the passage hereof have been met;

Be It Ordained by the City of Brownsville:

Section 1. That the City Commission of the City of Brownsville, Texas, hereby amends the "City Zoning Ordinance" by amending the Official Zoning Atlas so to rezone from Residential Single-Family (R-1) to Residential Suburban (R-2) for 2.048 acres of land in Block 39, Share 27, El Jardin Subdivision, Cameron County, Texas, located at 290 North Central Avenue, Brownsville, Texas 78521.

Section 2. That all provisions of the City of Brownsville Unified Development Code are incorporated herein by reference and declared to be a part hereof; and that this ordinance shall become effective on the earliest date allowed by law.

INTRODUCED at a public hearing on **July 11, 2023**. Passed at First Reading on **July 11, 2023**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **August 1**, **2023**.

(SEAL)

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Yolanda Galarza-Gomez
City Secretary


BOWIE RD
N CENTRAL AVE
SUBJECT PROPERTY
CENTRAL CIR
N
Case No. 235-2023-013
Maxar, Microsoft

City of Brownsville Zoning Map

Zoning Districts

- AG, Agricultural
- RE, Residential Estate
- R-1, Residential Single Family
- R-2, Residential Suburban
- R-3, Residential Transition
- TN, Traditional Neighborhood
- TN-MU, Traditional Neighborhood Mixed Use
- TN-C, Traditional Neighborhood Corridor
- DE, Downtown Edge
- DG, Downtown General
- DC, Downtown Core
- CC, Corridor Commercial
- RC, Regional Center
- LI, Light Industrial
- HI, Heavy Industrial

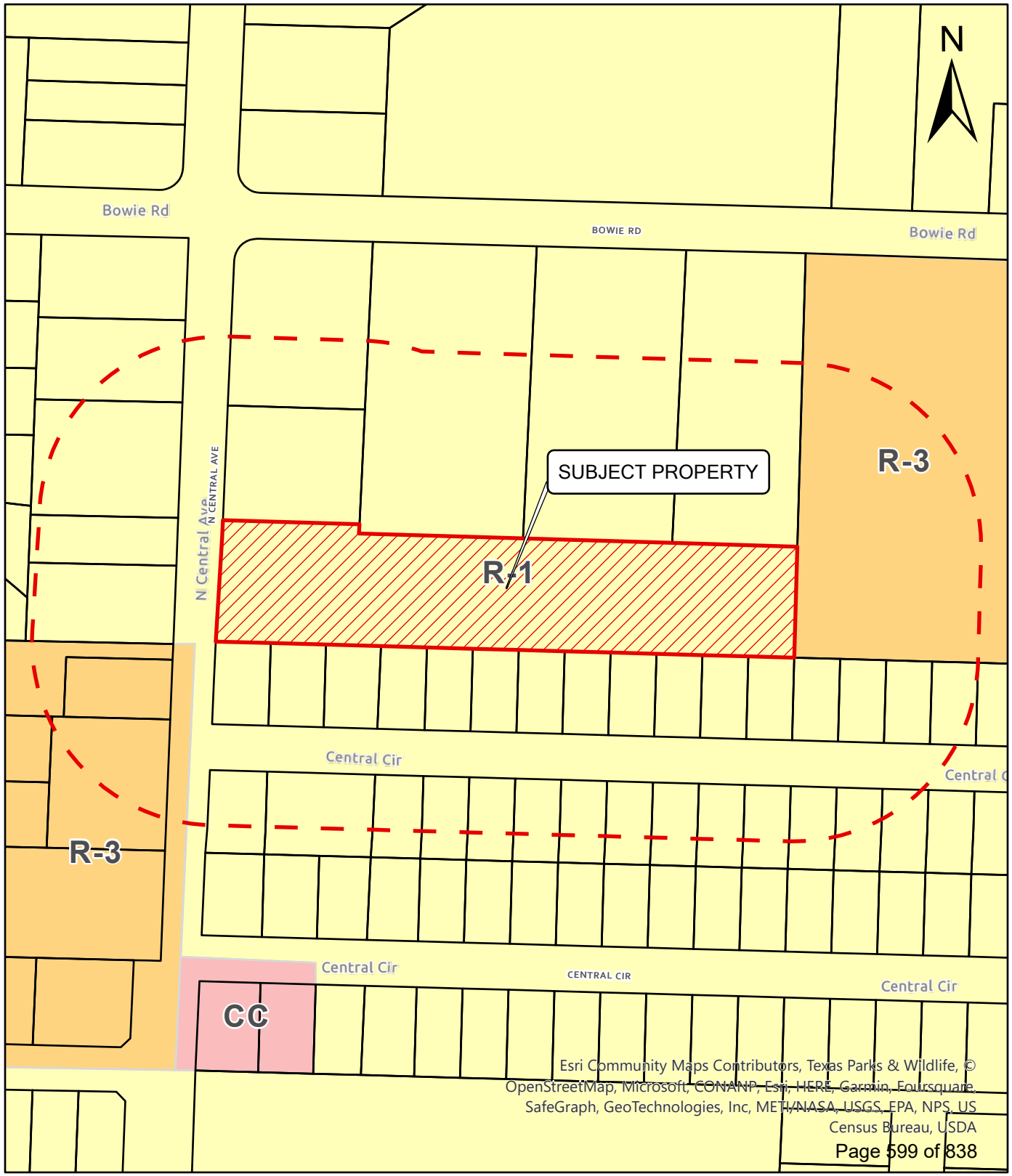
EXHIBIT "A"

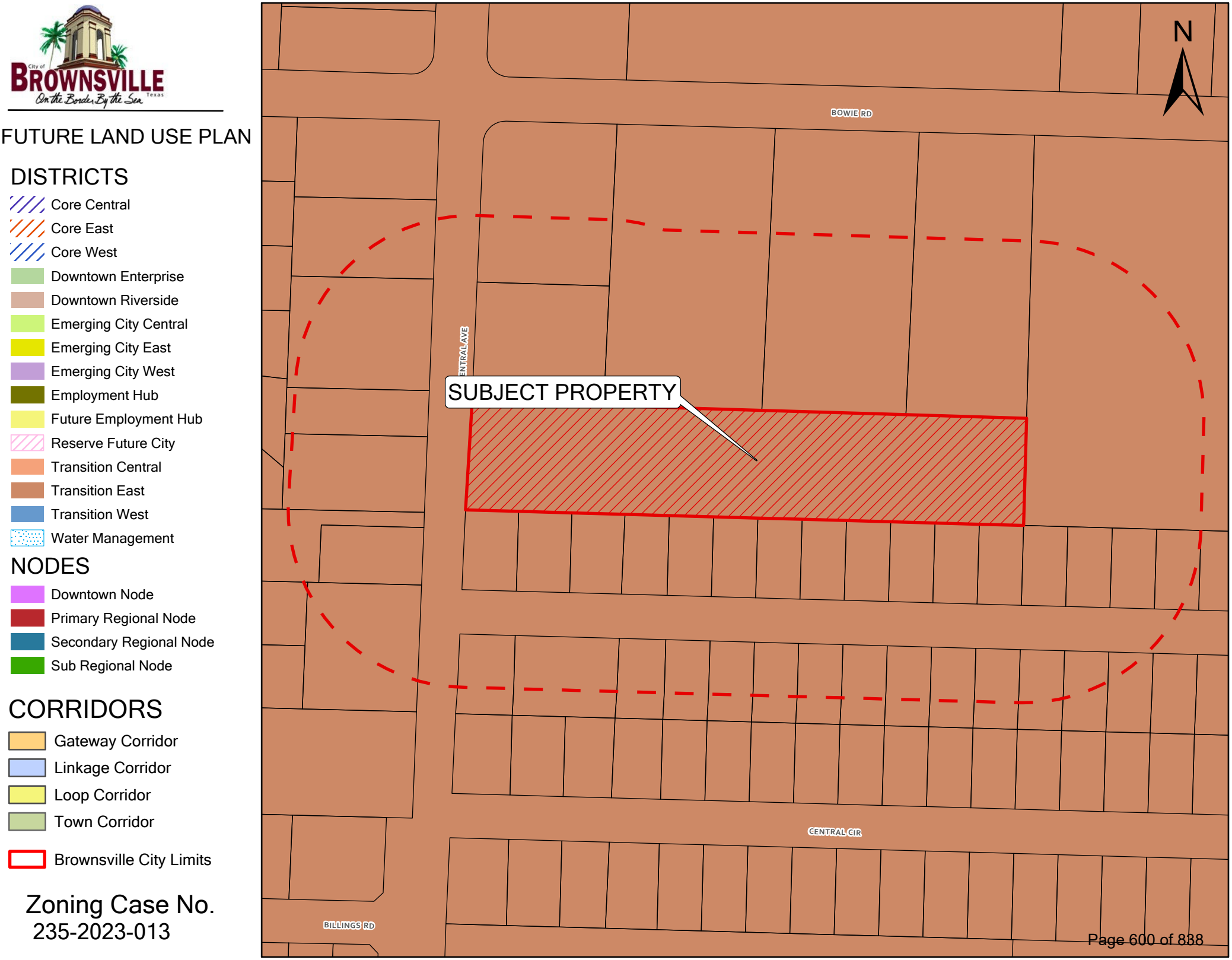
Rezoning request:
Case # 235-2023-013

Current Zoning:
R-1, Residential Single Family

Proposed Zoning:
R-2, Residential Suburban

Brownsville Electoral District #2




FUTURE LAND USE PLAN
DISTRICTS
Core Central
Core East
Core West
Downtown Enterprise
Downtown Riverside
Emerging City Central
Emerging City East
Emerging City West
Employment Hub
Future Employment Hub
Reserve Future City
Transition Central
Transition East
Transition West
Water Management
NODES
Downtown Node
Primary Regional Node
Secondary Regional Node
Sub Regional Node
CORRIDORS
Gateway Corridor
Linkage Corridor
Loop Corridor
Town Corridor
Brownsville City Limits
Zoning Case No.
235-2023-013
N
BOWIE RD
CENTRAL AVE
SUBJECT PROPERTY
CENTRAL CIR
BILLINGS RD

NOTES:

1. BASIS OF BEARINGS:
   EL JARDIN SUBDIVISION
   M.R.C.C.T. VOLUME 4, PAGE 39

2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

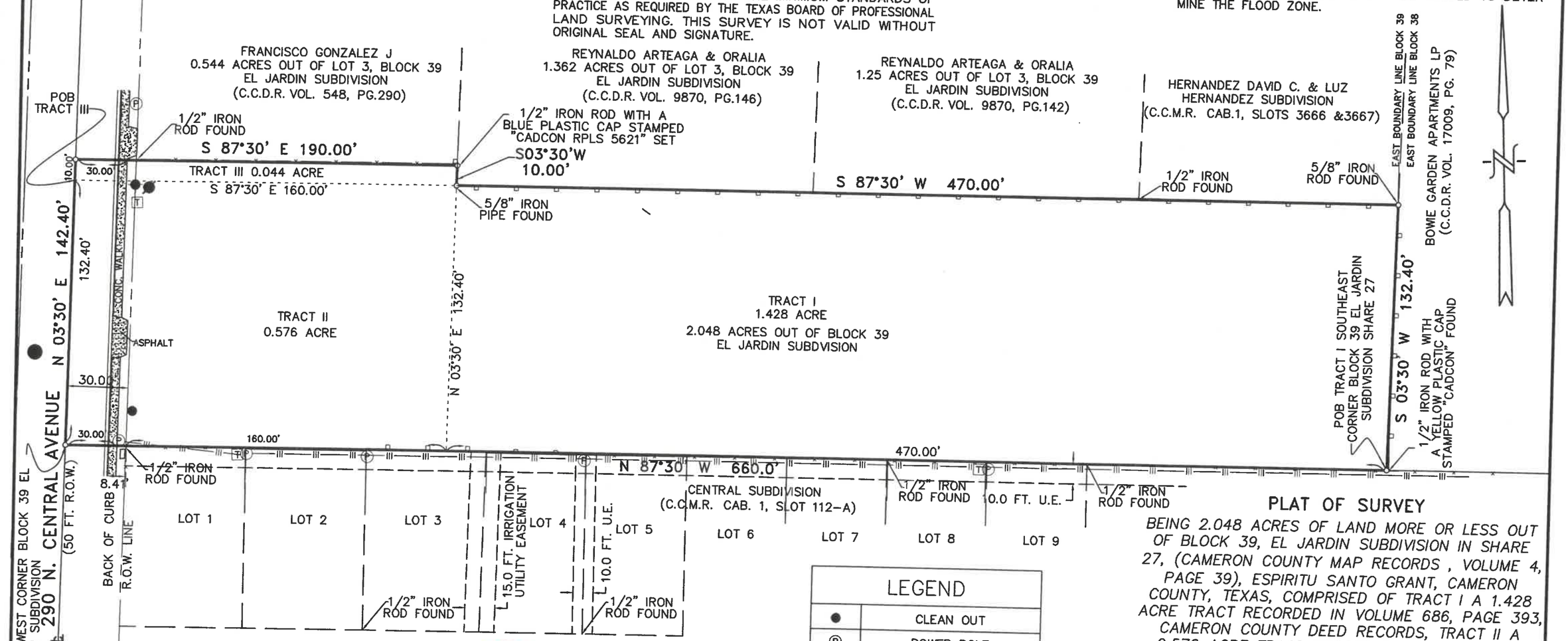
SURVEYOR'S CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY, AS DESCRIBED HEREIN, WAS MADE ON THE GROUND ON 10/02/20, THAT THE ONLY VISIBLE IMPROVEMENTS ON THE GROUND ARE AS SHOWN, THAT THERE ARE NO VISIBLE ENCROACHMENTS, VISIBLE OVERLAPPINGS, APPARENT CONFLICTS, OR VISIBLE EASEMENTS, EXCEPT AS SHOWN HEREIN.

THIS SURVEY CONFORMS TO THE MINIMUM STANDARDS OF PRACTICE AS REQUIRED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING. THIS SURVEY IS NOT VALID WITHOUT ORIGINAL SEAL AND SIGNATURE.

FLOOD ZONE

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY WAS SCALED TO BE IN FLOOD ZONE "X" INSURANCE RATE MAP, COMMUNITY NO. 480101, PANEL NO. 48061C0590F, WHICH BEARS AN EFFECTIVE DATE OF FEBRUARY 16, 2018. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE FLOOD ZONE. AN ELEVATION CERTIFICATE MAY BE NEEDED TO DETERMINE THE FLOOD ZONE.



STATE OF TEXAS
REGISTERED
OSCAR A CHAVEZ
5621
PROFESSIONAL
LAND SURVEYOR

Oscar A. Chavez RPLS 10/9/2020

DRAWN BY O.M.B.

LEGEND

●	CLEAN OUT
Ⓟ	POWER POLE
▫	WOOD FENCE
◆	FIRE HYDRANT
●	MANHOLE
Ⓒ	CABLE RISER
T	TEL. RISER
-x-	CHAIN LINK FENCE
-|||-	OVERHEAD POWER LINE
POB	POINT OF BEGINNING

PLAT OF SURVEY

BEING 2.048 ACRES OF LAND MORE OR LESS OUT OF BLOCK 39, EL JARDIN SUBDIVISION IN SHARE 27, (CAMERON COUNTY MAP RECORDS , VOLUME 4, PAGE 39), ESPIRITU SANTO GRANT, CAMERON COUNTY, TEXAS, COMPRISED OF TRACT I A 1.428 ACRE TRACT RECORDED IN VOLUME 686, PAGE 393, CAMERON COUNTY DEED RECORDS, TRACT II A 0.576 ACRE TRACT RECORDED IN VOLUME 675, PAGE 371, IN THE CAMERON COUNTY OFFICIAL RECORDS , AND TRACT III A 0.044 ACRE TRACT RECORDED IN VOLUME 781, PAGE 674 IN THE CAMERON COUNTY DEED RECORDS IN CAMERON COUNTY, TEXAS.

For: *ALONZO SAENZ CORTEZ*

CADCon Chávez Automated Design Consultants
Civil Engineers / Land Surveyors
1424 McKinley St.; Brownsville, Texas 78521; 956/546-7146; Fax 956/546-7170

Scale: *1"=50'* | Date: *10/06/2020* | Job No.: *FB-27690*

STAFF REPORT

Planning & Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

APPLICATION DETAILS

Applicant/Representative: Alonso Cortez / Jorge Palacios
Property Address: 290 North Central Avenue
Application Type: Rezone
Current Zoning: Residential Single-Family (R-1)
Application Date: May 4, 2023
CC Meeting Dates: 1st – June 20, 2023/ 2nd – July 11, 2023
Overlay(s): N/A
No. of Mail-outs: 45

Geo ID: 02-7910-0390-0042-00
Case No.: 235-2023-013
Proposed Use: Duplex Subdivision
Proposed Zoning: Residential Suburban (R-2)
P&Z Date: June 1, 2023
Electoral District: 2
Annexation Year: 1965 - 1984
Opposition: No Verbal or Written Opposition

PROPERTY DETAILS

Legal Description: 2.048 acres of land in Block 39, Share 27, El Jardin Subdivision, Cameron County, Texas, located at 290 North Central Avenue, Brownsville, Texas 78521.
Roadway Frontage: The subject property is fronting North Central Avenue, a Secondary Arterial.
Predominant Land Use: The predominant land use within the area is Single-Family Dwelling.

ABUTTING LAND USES (*SEE ATTACHED AERIAL VIEW MAP)*

North: Undeveloped Land, Single-Family Dwelling, and Multi-Family Development
East: Single-Family Dwelling and Multi-Family Development
South: Single-Family Dwelling, Civic Institution (church), and Multi-Family Development
West: Single-Family Dwelling

EXISTING ZONING DESIGNATIONS (*SEE ATTACHED ZONING MAP)*

North: Residential Single-Family (R-1)
East: Residential Single-Family (R-1) and Residential Transition (R-3)
South: Residential Single-Family (R-1) and Commercial Corridor (CC)
West: Residential Single-Family (R-1) and Residential Transition (R-3)

FUTURE LAND USE PLAN (*SEE ATTACHED FUTURE LAND USE MAP)*

The City of Brownsville Future Land Use Plan indicates that the subject land is located within the Transition Central District. The average residential density should be 2 dwelling units per acre and consist primarily of single-family homes. Commercial uses should be neighborhood and service oriented, and industrial uses could include light and medium industry and warehousing. It is the opinion of staff that the request is consistent with the Future Land Use Plan.

REVIEW CRITERIA

After an analysis of the subject property and surrounding area, it is the opinion of staff that the proposed zoning/use would generally be compatible with surrounding uses and would not create significant or burdensome demands on public facilities such as water, wastewater, and transportation. In general, the proposed zoning/use would fit into the character of the neighborhood without having adverse impacts on the area.

STAFF RECOMMENDATION

Based upon the analysis presented in this report and based on observations from the Planning and Redevelopment Department, staff recommends approval of the request to rezone from Residential Single-Family (R-1) to Residential Suburban (R-2).

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Martin Vega, Senior Planner
Date:	Tuesday, July 11, 2023
Agenda #:	Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 2022-235.102**, to amend the Unified Development Code (UDC), Sec. 5.3 - Signs, and dealing with related matters, as shown in Exhibit "A". (Planning & Redevelopment Department)

Summary:
Sign regulations that are currently in place are intended to prevent visual clutter that is not harmful to automotive and pedestrian safety, property values, and the appearance of the city, while maintaining the effectiveness of signs as a visual medium. However, based on analysis of existing signage throughout the City and recent sign applications, staff have found that provisions within the mentioned ordinance should be more adequately tailored.

Project Scope and Analysis:
To provide some background, staff would like to point out the original version of the proposed amendment to the sign ordinance was presented on November 3, 2022. At this meeting, the Planning Department staff were given direction to include additional changes. Therefore, staff is now presenting an updated version of the proposed amendment by incorporating a new sign type (billboards) within the "permitted sign" section. Additionally, this amendment will adjust the height limitations for the various types of signs outlined in the UDC and will expand the list of zoning districts in which these are allowed.

Funding:

Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:
There was no opposition at the Planning and Zoning Commission meeting on May 4, 2023. The Planning and Zoning Commission recommends approval of Ordinance Number 2022-235.102.

The item was supported by the City Commission when presented as a Work Session Item on May 16, 2023.

On June 6, 2023, the Commission requested for the item to be brought back on July 11, 2023, to review the sign inventory data collected by staff.

Commission Pillar:
Planning & Redevelopment

Attachments:
1. Binder UDC Sign Ord. 2022-235.102 updated 062223

ORDINANCE NO. 2022-235.102

AN ORDINANCE OF THE BROWNSVILLE CITY COMMISSION, AMENDING THE UNIFIED DEVELOPMENT CODE (UDC), ARTICLE 5 – SUPPLEMENTAL REGULATIONS, SECTION 5.3 – SIGNS, BY REPEALING AND REPLACING ESTABLISHED REGULATIONS FOR BILLBOARDS, MONUMENT SIGNS, MULTI-TENANT MONUMENT SIGNS, AND POLE OR PYLON SIGNS; AND DEALING WITH RELATED MATTERS.

WHEREAS, billboards, monument signs, multi-tenant monument signs, and pole or pylon sings, contribute to the economic development of the community; and

WHEREAS, the City Commission of the City of Brownsville encourages the operation of a competitive market for all advertising types; and

WHEREAS, the UDC will continue to be calibrated to reflect community standards regarding economic development and aesthetic goals; and

WHEREAS, this amendment will provide additional flexibility by more accurately identifying permissible districts and locations as well as sign elevations; and

WHEREAS, the outlined regulations shall preserve the function of signs as devices that are intended and located for maximum exposure to drivers, cyclists, and pedestrians; and

WHEREAS, this amendment will protect the public health, safety, and general welfare of the community.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF BROWNSVILLE THAT ARTICLE 5 – SUPPLEMENTAL REGULATIONS, SECTION 5.3 – SIGNS, OF THE UNIFIED DEVELOPMENT CODE (UDC) IS HEREBY AMENDED, BY REPEALING AND REPLACING ESTABLISHED REGULATIONS FOR BILLBOARDS, MONUMENT SIGNS, MULTI-TENANT MONUMENT SIGNS, AND POLE OR PYLON SIGNS.

IT IS ORDAINED BY THE CITY OF BROWNSVILLE THAT IN THE EVENT OF ANY CONFLICTS BETWEEN THIS NEWLY ADOPTED UNIFIED DEVELOPMENT CODE AND OTHER ORDINANCES INVOLVING THE SAME SUBJECTMATTER, THIS UNIFIED DEVELOPMENT CODE SHALL GOVERN.

IT IS FURTHER ORDAINED THAT THE CODE OF ORDINANCES AS HEREIN AMENDED READS AS FOLLOWS:

PART I. That Subsection 5.3.4.A – Prohibited Signs of the Unified Development Code, City of Brownsville, be amended by repealing Sign Type #5 – Billboard.

PART II. That Subsection 5.3.4.C.3.b – Monument Sign, of the Unified Development Code, City of Brownsville, is hereby repealed and replaced, to read as follows:

Incorporated text

Existing provisions combined from the Monument Sign and Multi-Tenant Monument Sign subsections

Sub-Sec. 5.3.4.C.3.b – Monument or Multi-Tenant Monument Sign

Definition

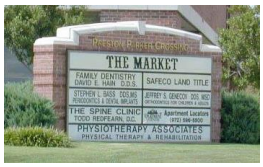
A permanent sign with one or multiple tenant panels per face, professionally constructed and installed, made of a durable, weather-resistant product such as brick, stone, metal, acrylic. Monument or Multi-Tenant Monument Signs are freestanding structures with a concrete footing and base that extends across the entire width of the sign.

Permitted Districts

All zoning districts

Figure 5.3-9. Acceptable









Supplemental Standards

The entire sign must sit a minimum of 10 feet from any public Right-of-Way and outside any easement.

The sign must display the address or address range of each building on the lot or development.

Signs in RE, R-1, and R-2 districts are allowed only on a platted lot maintained by an HOA.

Alternative Compliance measures shall be approved as regulated by Sub-Sec. 5.3.4.C.2 – Alternative Compliance

Development on multiple lots requires approval of a Master Sign Plan (see 5.3.5B).

Changeable Copy

An electronic message board or changeable message board may be incorporated into the proposed sign that is at least two hundred (200) feet from a RE, R-1, or R-2 district in accordance with 4.6.7 Lighting and with Texas Department of Transportation regulations. Distance does not apply when an electronic message board or changeable message board serves a residential subdivision and is approved by an HOA.

Method of Measurement



Monument Signs: Square footage within the primary sign area.



Multi-Tenant Monument Signs: Sum the area contained by the smallest possible square, circle, or rectangle containing all text and symbols of each individual tenant sign.

Note: up to 20% increase to maximum parameters may be administratively approved under Sec. 5.3.5.B.4.f

Maximum Sign Area per Side (max two sides)

Monument Sign: 100 square feet

Multi-Tenant Monument Sign: 700 square feet

Maximum Sign Height

Monument	Multi-Tenant Monument
12 feet on all local streets	12 feet on all local streets
20 feet on collectors and arterials	50 feet on collectors and arterials
50 feet on highway or interstate	85 feet on highway or interstate

Maximum Number of Signs

Monument	One (1) sign per lot or collector/arterial/ highway access drive
Multi-Tenant Monument	One (1) sign per 300 feet of street frontage

Required Spacing

Monument	A minimum of 30 feet between each monument or pole sign base (same or abutting property).
Multi-Tenant Monument	Between signs on the same property: one half (1/2) the length of the longest straight-line diagonal distance between two corners of the property.
	A minimum of 200 feet between each sign base (signage on abutting property).

Acceptable Sign Materials

The cabinet must be constructed of painted or rustproofed metal or concealed by a border of at least three (3) inches of stone, brick, or plaster stucco accent.

The top of the sign must be finished with a cap made of masonry or decorative rustproof or painted bronze or wrought iron.

The base must be completely wrapped in masonry up to a height of at least 10% of the overall height of the sign.

Required Landscaping

Minimum landscaped area of 2 square feet per 1 square feet of sign area abutting the sign base, must be planted with shrubs or native grasses.

Incorporated text

PART III. That Subsection 5.3.4.C.3.c – Multi-Tenant Monument Sign, of the Unified Development Code, City of Brownsville, is hereby repealed and replaced, to read as follows:

Sub-Sec. 5.3.4.C.3.c – Pole or Pylon Sign

Definition

A sign placed on one or more individual poles or pylons for support which, when combined, are narrower than the sign.

Permitted Districts

TN-MU*, TN-C, CC, RC, LI, HI

Note: As identified in the adopted Thoroughfare Plan, pole or pylon signs shall only be permitted along the frontage of highways and major arterials. A pole or pylon sign will not be permitted along local streets or collectors.

Pole or Pylon Signs shall only be permitted along International Boulevard for the **TN-MU zoning district.*

Figure 5.3-10. Acceptable



Sign support wrapped in metal



Sign support wrapped in masonry

Figure 5.3-11. Not Acceptable





Supplemental Standards

The sign must display the address or address range of each building on the lot or development.

The entire sign, including any portion that overhangs the ground, must sit 10 feet from any public Right-of-Way and outside any easement.

Development on multiple lots requires approval of a Master Sign Plan (see **5.3.5B below**).

Changeable Copy

An electronic message board or changeable message board may be incorporated into a Pole or Pylon Sign that is at least two hundred (200) feet from a RE, R-1, or R-2 district in accordance with **4.6.7 Lighting** and with Texas Department of Transportation regulations.

Method of Measurement

Sum the area contained by the smallest possible square, circle, or rectangle containing all text and symbols of each individual tenant sign.



*Note: up to 20% increase to maximum parameters may be administratively approved under **Sec. 5.3.5.B.4.f***

Maximum Sign Area per Side (max two sides)

3 square feet per foot of property frontage

Each property is allowed a sign with a minimum area of 300 square feet but shall not exceed 630 square feet

Maximum Sign Height

Frontage on Highways	85 feet
Frontage on Major Arterials	50 feet

Maximum Number of Signs

One sign per property frontage on a highway or major arterial.

Required Spacing

Between signs on the same property: A distance equal to the minimum driveway separation on the same frontage.

From pole or pylon sign or multi-tenant monument sign on abutting property: Minimum 200 feet

Acceptable Sign Materials

The sign cabinet or structure must be of painted or rustproof metal construction.

The poles or pylons shall be completely wrapped by one or a combination of the following methods:

1. Masonry material consisting of brick, stone, or stucco from grade to a height that is not less than 25% of the overall height of the sign;
2. Painted or rustproofed metal panel with decorative patterns or reveals.

The entire top of the sign must be finished in masonry or painted decorative rustproof or painted metal.

Incorporated text (this section is entirely new)

PART IV. That Subsection 5.3.4.C.3.d – Pole or Pylon Sign, of the Unified Development Code, City of Brownsville, is hereby repealed and replaced, to read as follows:

Sub-Sec. 5.3.4.C.3.d – Billboard Sign

Definition

A sign with one or more individual support poles and a maximum of two sign faces consisting of an opaque vinyl or fabric sign face stretched over a support structure or an electronic message board, including three dimensional signs. A billboard is defined as displaying an off-premises message.

Permitted Districts

AG, TN-C, CC, RC, LI, HI (only along highways and major arterials)

Examples of Billboard Configurations

The following is a list of common billboard configurations (variations may be permitted if overall footprint remains consistent).

- **Personal Billboard:** Area: 32 sq. ft. / Elevation: 12 ft.
- **Junior Poster: Area:** 55 sq. ft. / Elevation: 25 ft.
- **Poster:** Area: 210 sq. ft. / Elevation: 40 ft.
- **Bulletin:** Area: 672 sq. ft. / Elevation: 70 ft.

Figure 5.3-12. Acceptable









Figure 5.3-13. Not Acceptable





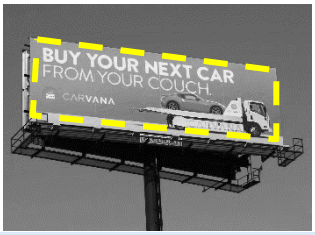
Supplemental Standards

The entire sign, including any portion that overhangs the ground, must sit 10 feet from any public Right-of-Way and outside any easement.

Changeable Copy

An electronic message board or changeable message board may be incorporated into a Billboard Sign that is at least two hundred (200) feet from a RE, R-1, or R-2 district in accordance with **4.6.7 Lighting** and with Texas Department of Transportation regulations.

Method of Measurement



Square footage within the primary sign area.

*Note: up to 20% increase to maximum parameters may be administratively approved under **Sec. 5.3.5.B.4.f***

Minimum Sign Area per Side (max two sides)

32 square feet per side

Maximum Sign Area per Side (max two sides)

700 square feet per side

Maximum Sign Height

75 feet

Maximum Number of Signs

One sign per property frontage on a highway or major arterial.

Required Spacing (measure linearly on same thoroughfare)

- **1 mile:** Small billboards (area of up to 55 square feet and height of up to 25 feet
- **2 miles:** Large billboards (area of up to 700 square feet and height of up to 70 feet

To be determined by the City Commission

Acceptable Illumination and Sign Materials

The sign cabinet or structure must be of painted or rustproof metal construction.

The sign face may consist of an opaque vinyl or fabric sign face stretched over a support structure.

Billboard Signs may be illuminated by flood lights, inner-illumination, optic fiber, hologram, electronic message board and/or changeable message board (subject to Texas department of Transportation regulations).

INTRODUCED for First Reading on the 6th day of June 2023. **PASSED** on **SECOND** and **FINAL READING** on the 20th day of June 2023.

_____
John Cowen Jr.
Mayor

Attest:

_____
Yolanda Galarza-Gomez
City Secretary

Approved as to form and legality:

_____
Will Trevino
City Attorney

4. Bandit Sign and Snipe Sign



Any unauthorized sign placed in the ground or posted on a utility pole, official sign or support structure, traffic signal or support structure, signal box, fence, wall, barricade, tree, or other fixture in the public right-of-way or on public property. Any sign erected or painted on a tree, rock, or natural feature, or sign placed on a vehicle without the consent of the vehicle owner is considered a Bandit Sign. Temporary Signs, including signs made of corrugated plastic, that do not meet the requirements of 5.3.4B below may also be considered Bandit or Snipe Signs.

5. Billboard



a. A sign typically erected in view of a major thoroughfare or highway and with one or more individual support poles and a sign face consisting of an opaque vinyl or fabric sign face stretched over a support structure or an Electronic Message Board.

b. Relocation of an existing Billboard is allowed under the following conditions:

(i) One (1) relocation permit will be issued for every three (3) Billboards removed.

(ii) The maximum size of the sign face area of a relocated Billboard shall not exceed the average of the three removed signs as viewed from one direction.

(iii) The proposed relocation shall not include areas prohibiting Billboards, including the HP Overlay.

(iv) The sign must meet setback requirements of other ground signs from street right-of-way and other signs. In the event of a conflict between applicable regulations, the strictest applies.

c. Upon receipt of a completed application for relocation meeting these requirements, the Planning Director will present the application for relocation to the City Commission. If approval is granted by a majority vote of the City Commission, appropriate permits will be issued by the Building Official.

Repeal of Sign Type #5: Billboard

Monument Signs and Multi-Tenant Monument Sign Types Have been combined

b. Monument Sign

Definition

A permanent sign with one tenant panel per face, professionally constructed and installed, made of a durable, weather-resistant product such as brick, stone, metal, acrylic. Monument signs are freestanding with a concrete footing and base that extends across the entire width of the sign.

Permitted Districts

All zoning districts

Figure 5.3-9. Acceptable









Supplemental Standards

The entire sign must sit a minimum of 10 feet from any public Right-of-Way and outside any easement.

Monument signs in RE, R-1, and R-2 districts are allowed only on a platted lot maintained by an HOA.

Alternative Compliance 1: A single piece of natural stone with 40 square feet of surface area or less may substitute for the separate sign elements listed in 2.k.

Alternative Compliance 2: V-shaped Monument Sign may be approved if the two faces are within 90 degrees or less and measure 40 square feet or less.

Alternative Compliance 3: A sign may be incorporated into a retaining wall may substitute for a monument sign if the message fits into an area of 40 square feet or less.

Method of Measurement



Maximum Sign Area per Side

40 square feet

Maximum Sign Height

Eight (8) feet from the nearest paved surface.

The maximum height includes the sign base and cap.

Maximum Sign Width

No maximum

Maximum Number of Signs

One (1) sign per lot or arterial street access drive.

Required Spacing

Between signs on the same property: A distance equal to the minimum required spacing between driveways.

From monument sign or pole sign on abutting property: Minimum thirty (30) feet between each sign base.

Acceptable Sign Materials

The cabinet must be constructed of painted or rustproofed metal or concealed by a border of at least three (3) inches of stone, brick, or plaster stucco.

The sign must include at least one (1) of the following:

1. A masonry or decorative rustproof or painted bronze or wrought iron cap at least 3 inches in height; or
2. A masonry base at least twelve (12) inches high.

Required Landscaping

Minimum landscaped area of 2 square feet per 1 square feet of sign area abutting the sign base, to include at least one shrub per 20 square feet of required landscape area.

Changeable Copy

An electronic message board or changeable message board may be incorporated into a Monument Sign that is at least two hundred (200) feet from a RE, R-1, or R-2 district in accordance with **4.6.7 Lighting**.

Monument Signs and Multi-Tenant Monument Sign Types Have been combined. Subsection C - Multi-Tenant Monument Signs was left vacant as a result of the combination. This vacant Subsection was used to relocate the "Pole or Pylon Sign" type.

c. Multi-Tenant Monument Sign

Definition

A permanent sign with multiple tenant panels per face, professionally constructed and installed, made of a durable, weather-resistant product such as brick, stone, metal, acrylic. Monument signs are freestanding structures with a concrete footing and base extending across the entire width of the sign.

Permitted Districts

TN-MU, TN-C, DT-E, DT-G, CC, RC, LI, HI

Figure 5.3-10. Acceptable





Figure 5.3-11. Not Acceptable



More than eight panels

Supplemental Standards

The sign must display the address or address range of each building on the lot or development

The Sign may include no more than eight (8) panels

The entire sign must sit ten (10) feet from any public Right-of-Way and outside any easement.

Development on multiple lots requires approval of a Master Sign Plan (see **5.3.5B**).

Changeable Copy

An electronic message board or changeable message board may be incorporated into a Monument Sign that is at least two hundred (200) feet from a RE, R-1, or R-2 district in accordance with **4.6.7 Lighting** and with Texas Department of Transportation regulations.

Method of Measurement

Sum the area contained by the smallest possible square, circle, or rectangle containing all text and symbols of each individual tenant sign.



Maximum Sign Area per Side (max two sides)

3 square feet for each linear foot of street frontage

Each property is allowed a minimum of 100 square feet total sign area and a maximum of 630 square feet total sign area

Maximum Sign Height	Maximum Sign Width
50 feet on a major arterial 85 feet on a highway or interstate frontage	No Maximum

Maximum Number of Signs

One sign per 300 feet of street frontage.

Required Spacing

Between signs on the same property: One half (1/2) the length of the longest straight-line diagonal distance between two corners of the property.

From multi-tenant monument sign on abutting property: Minimum 200 feet between each sign base.

Acceptable Illumination and Sign Materials

The cabinet must be made of metal with a brick, stone, or stucco accent.

The top of the sign must be finished with a cap made of masonry or decorative rustproof or painted bronze or wrought iron.

The base must be completely wrapped in masonry up to a height of at least 10% of the overall height of the sign.

Required Landscaping

Minimum landscaped area of 2 square feet per 1 square foot of sign area must be planted with shrubs or native grasses.

The "Pole or Pylon Sign" type was migrated to vacant Subsection C, leaving Subsection D vacant for a new permitted sign type, "Billboard Signs".

d. Pole or Pylon Sign

Definition

A sign placed on one or more individual poles or pylons for support which, when combined, are narrower than the sign.

Permitted Districts

RC

Figure 5.3-12. Acceptable



Sign support wrapped in metal



Sign support wrapped in masonry

Figure 5.3-13. Not Acceptable





Supplemental Standards

The sign must display the address or address range of each building on the lot or development

The entire sign, including any portion that overhangs the ground, must sit 10 feet from any public Right-of-Way and outside any easement.

Development on multiple lots requires approval of a Master Sign Plan (see **5.3.5B below**).

Changeable Copy

An electronic message board or changeable message board may be incorporated into a Monument Sign that is at least two hundred (200) feet from a RE, R-1, or R-2 district in accordance with **4.6.7 Lighting** and with Texas Department of Transportation regulations.

Method of Measurement

Sum the area contained by the smallest possible square, circle, or rectangle containing all text and symbols of each individual tenant sign.



Maximum Sign Area per Side (max two sides)

3 square feet per foot of property frontage

Each property is allowed is allowed a minimum 300 square foot sign but no sign shall exceed 630 square feet

Maximum Sign Height	Maximum Sign Width
50 feet on major arterial	No Maximum
85 feet on interstate highway	

Maximum Number of Signs

One sign per frontage on a highway or major arterial.

Required Spacing

Between signs on the same property: A distance equal to the minimum driveway separation on the same frontage.

From pole or pylon sign or multi-tenant monument sign on abutting property: Minimum 200 feet

Acceptable Illumination and Sign Materials

The sign cabinet must be painted or rustproof metal construction.

The poles or pylons shall be completely wrapped by one or a combination of the following methods:

1. Masonry material consisting of brick, stone, or stucco from grade to a height that is not less than 25% of the overall height of the sign;
2. Painted or rustproofed metal panel with decorative patterns or reveals

External illumination is prohibited

The entire top of the sign must be finished in masonry or painted decorative rustproof or painted metal.

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Damaris McGlone, Parks & Recreation Director
Date:	Tuesday, July 11, 2023
Agenda #:	Public Hearing and **ACTION** on **Resolution Number 2023-086** for the Texas Parks and Wildlife "Local Park Grant Program", a resolution authorizing the application for a 50:50 matching grant certifying that the City of Brownsville is eligible to receive program assistance; certifying that the applicant's matching share is readily available; and dedicating the proposed La Posada Park site for a permanent public park and recreational uses. (Parks and Recreation Department)

Summary:
The Local Park Non-Urban Outdoor Recreation Grant is one of five (5) individual programs in the Local Park Grant Program that assist local units of government with the acquisition and/or development of public recreation areas and facilities throughout the State of Texas. The application is due Aug 01, 2023 with a ceiling of $750,000.00 for the population size of Brownsville, Texas. The Program provides 50% matching grants on a reimbursement basis to eligible applicants. All grant assisted sites must be dedicated as parkland in perpetuity, properly maintained and open to the public.

Project Scope and Analysis:
The Local Park Non-Urban Outdoor Recreation Grant application requires the submission of project site information including a site plan of the proposed development, including aerial photos identifying the project boundary, the deed for the existing parkland, as well as the land value and boundary map. The City of Brownsville to provide assurance of eligibility for publicly owned non-parkland as match and an executed waiver of retroactivity if applicable. The scope of the application also includes submission of the park master plan; Texas Historical Commission, Texas Parks and Wildlife Biologist, and Environmental review; and National Historic Preservation Act (NHPA) Compliance.

Funding:

Source: funding to be identified pending approval

Amount: $750,000.00

Local Contribution if Applicable: $750,000.00

Recommendation:
The La Posada Task Force and the Parks and Recreation Department recommend approval.

Commission Pillar:
Quality of Life

Attachments:
1. Local Parks Resolution Authorizing Application #2023-086
2. Local Parks Detailed LP Timeline 2021
3. LocalParks_Application Checklist

Local Park Grant Program
Resolution Authorizing Application
Resolution Number 2023-086

A resolution of the City of Brownsville Parks and Recreation Department as hereinafter referred to as "Applicant," designating certain officials as being responsible for, acting for, and on behalf of the Applicant in dealing with the Texas Parks & Wildlife Department, hereinafter referred to as "Department," for the purpose of participating in the Local Park Grant Program, hereinafter referred to as the "Program"; certifying that the Applicant is eligible to receive program assistance; certifying that the Applicant matching share is readily available; and dedicating the proposed site for permanent (or for the term of the lease for leased property) public park and recreational uses.

WHEREAS, the Applicant is fully eligible to receive assistance under the Program; and

WHEREAS, the Applicant is desirous of authorizing an official to represent and act for the Applicant in dealing with the Department concerning the Program;

BE IT RESOLVED BY THE APPLICANT:

SECTION 1: That the Applicant hereby certifies that they are eligible to receive assistance under the Program, and that notice of the application has been posted according to local public hearing requirements.

SECTION 2: That the Applicant hereby certifies that the matching share for this application is readily available at this time.

SECTION 3: That the Applicant hereby authorizes and directs the Parks and Recreation Department Director to act for the Applicant in dealing with the Department for the purposes of the Program, and that Ms. Damaris McGlone is hereby officially designated as the representative in this regard.

SECTION 4: The Applicant hereby specifically authorizes the official to make application to the Department concerning the site to be known as La Posada Park in the city of Brownsville, TX or use as a park site and is hereby dedicated (or will be dedicated upon completion of the proposed acquisition) for public park and recreation purposes in perpetuity (or for the lease term, if legal control is through a lease). Projects with federal monies may have differing requirements.

Introduced, read and passed by an affirmative vote of the "Applicant" on this 11th day of July, 2023.

_____
John Cowen, Jr.

Mayor

_____

Approved as to legality and form
this _____ day of _____ 2023

ATTEST:

_____
Yolanda Galarza-Gomez, TRMC

City Secretary

_____

Office of the City Attorney

LOCAL PARK GRANT DETAILED TIMELINE

Application Development

- Attend a grant writing **webinar** or watch a pre-recorded webinar.
- Create or login to an existing account on **RGO2020**.
    - Applications available approximately 3 months prior to application deadline.
- **Master Plan and 5-Year Master Plan Updates** – Submit at least 60 days before grant deadline.
    - TPWD can accept master plans and plan updates at any time in the calendar year.
    - For an application to receive automatic points in the "Community Need" section of the scoring criteria, these documents must be submitted 60 days prior to the application deadline.
    - Plans received *with* an application or shortly before the due date challenge LP staff capacity and do not allow time to communicate and achieve revisions. We cannot guarantee they will be reviewed and accepted by the department for automatic points.
- **Urban Program Projects** – Contact TPWD biologist 30 days prior to application deadline.
    - The 30-day period is meant to protect our colleagues from receiving numerous last-minute requests for their time ahead of our deadline.
    - Comments from TPWD staff should be incorporated into development plans and site design.
- **Resolution** - Pass a resolution authorizing submission of the application.
    - This must be accomplished prior to the application deadline.
    - TPWD staff does not have the capacity to follow-up with applicants to retrieve this essential document after the application deadline.
    - Projects submitted without a resolution will not be evaluated.
- Certifications & Program Assurance Form – This must be signed by the authorized official of the applicant and submitted with the application.
    - TPWD staff does not have the capacity to follow-up with applicants to retrieve this essential document after the application deadline.
    - Projects submitted without signed Certifications & Assurances will not be evaluated.
- **Optional**, but recommended tasks for **WATER** projects, such as those in floodplains or wetlands, near navigable waterways, or involving aquatic facilities.
    - Aquatic facilities of all types should engage LP staff in pre-application consultation.
    - Projects close to jurisdictional/navigable waterways engage the Army Corps of Engineers to determine if a 404 permit is needed. Projects needing permits begin to seek them.
    - Projects close to or within wetlands delineate the boundaries of the wetlands, investigate local wetland development regulations, and ensure compliance.

  - Projects in floodplains investigate local floodplain development regulations and provide evidence of floodplain insurance.
    - Most government entities are self-insured. A statement explaining this should be included in your application for projects in floodplains.
- **Optional**, but recommend tasks for **Non-Urban Outdoor and Urban Outdoor** applications
  - Texas Historical Commission Project Submission – Minimum 30 days prior to application deadline.
    - Submit site plan and proposed development and acquisitions to the Texas Historical Commission to see if archeological surveys are required.
    - The Texas Historical Commission provides a review within 30 days that indicates if an archeological survey is required.
    - Reviews should be submitted with the application. If a survey is required, ideally the sponsor begins this process before the application is submitted.
    - Projects selected for funding must obtain clearance from the Texas Historical Commission prior to receiving a grant agreement.
    - Clearance can be accomplished after project award in the pre-agreement phase. However, the grant agreement process will be delayed until we receive clearance from THC.
  - Environmental Assessment for New Development on New Parkland
    - Projects that involve development on newly acquired land or that break ground on a new park should begin an environmental assessment, building in time for a 30-day public comment period.
    - Most projects that create new parks or develop recreational facilities on newly acquired parkland will be required to submit an environmental assessment prior to receiving a grant agreement.
    - An EA can be developed after a project receives an award, but the grant agreement process will be delayed until this task is accomplished.
    - The NPS NEPA Handbook is available here.

Application Review & Project Selection

- **Scoring**
  - Each application is assigned to a grant coordinator for initial review.
  - Those deemed eligible for competition move to committee scoring.
    - Scoring committee reviews each application in detail.
    - Scoring committee compares each application in a category to each other:
      - Small Community,
      - Non-Urban Outdoor, &
      - Urban Outdoor.

        - Scoring committee determines a ranked list of applications in each category.
- **Environmental and Historic Review**
    - Applications are submitted to TPWD biologists for environmental review.
    - Applications are submitted to the Texas Historical Commission for historic review.
        - Applications that completed THC clearance prior to the application deadline undergo a quick compliance check.
- **Selection and Announcement**
    - Executive office finalizes available funding, both state and federal, for the grant round.
    - LP staff proposes funding recommendations for the Texas Parks and Wildlife Commission.
    - The Texas Parks and Wildlife Commission reviews proposed projects in a scheduled Commission Meeting and officially recommends projects for funding.
        - The agendas for these meetings with a list of projects selected for funding are usually available on the TPWD website several days in advance of the Commission Meeting.

Pre-Agreement Compliance

- **Site Visit**
    - The grant coordinator assigned to your project will schedule a visit at the park site with you.
    - The site visit will include a discussion of grant requirements
        - Pre-Agreement Compliance
        - Active Project Management Tasks
- **Compliance**
    - State Funds: Projects funded with state dollars can typically demonstrate compliance as part of their active grant project and can move directly to the Local Grant Agreement Process.
    - Federal Funds: Projects funded with federal LWCF dollars will need to ensure compliance with the National Environmental Protection Act (NEPA), the National Historic Preservation Act (NHPA), Tribal Consultations, and other federal regulations before proceeding any further or receiving a grant agreement.
        - All these compliance elements can be completed prior to application or prior to grant award. They do not need to wait until project selection.
        - NEPA Compliance
            - Environmental assessments are often required for projects that include development on new parkland. If your grant includes acquisition and development, or will develop a new park, you should expect this requirement.

        - An environmental assessment per NEPA requirements includes a public comment period of *30 days*, minimum.
        - A Finding of No Significant Impact (FONSI) must be provided by the project sponsor, reviewed by TPWD, and sent to the Regional Office of NPS for review.
    - NHPA Compliance
        - Before we can start the grant agreement process, each project must receive clearance from the Texas Historical Commission indicating compliance with NHPA.
        - Archaeological surveys are common requirements for projects on new parkland, on undisturbed land, near water sources, or in areas that have not been surveyed for some time.
        - Archeological surveys must be completed and submitted to the Texas Historical Commission for review. The review process takes *30 days*.
            - This is why we encourage early coordination with THC.
    - Tribal Consultation
        - The National Park Service coordinates directly with tribes in the vicinity of each park project.
        - Usually these Tribal Consultations require no action from the local project sponsor.
        - Some tribes may request the results of any archeological surveys as part of this process.
    - Army Corp 404 Permit
        - Projects affecting jurisdictional or navigable waterways must provide evidence of coordination with the Army Corps of Engineers.
    - Floodplain Insurance
        - Projects in floodplains must present evidence of floodplain insurance before beginning the grant agreement process.
        - Many government entities are self-insured. A statement describing self-insurance should be included in this case.
- Some applicants may have demonstrated NEPA and NHPA compliance with their applications. These projects usually can proceed directly to the LWCF grant agreement process without further delays.

- **LWCF Grant Agreement Process**
    - This section only applies to projects that are funded through pass-through dollars from the Land and Water Conservation Fund.
    - Once a project can demonstrate compliance with NEPA, NHPA, and other requirements, TPWD can start the LWCF grant agreement process.
    - NPS typically offers three “windows” per year in which we can request a grant agreement: December - January, March - April, and June - July.

        - TPWD staff compile full applications and submit to NPS through Grants.gov.
        - It can take between one and four months for NPS to process the LWCF grant agreements and deliver them to TPWD.
            - December – January submissions typically receive a federal grant agreement in the month of March.
            - March – April submissions typically receive a federal grant agreement in the month of July.
            - June – July submissions typically receive a federal grant agreement in the month of September.
            - *Delays are common.*
- **Local Grant Agreement Process**
    - Grant sponsors must furnish:
        - Texas Taxpayer Identification Number (TIN) worksheet, and a
        - Direct Deposit form.
    - Fiscal staff at TPWD will:
        - Review TINs and direct deposit form,
        - Coordinate financial set-up,
        - Generate PO number,
        - Encumber funds.
    - The coordinator assigned to your project will compile your local grant agreement documents, including:
        - Refining the scope of work,
        - Creating the budget summary that will be used for reimbursement,
        - Generating the project boundary map,
        - Defining project management tasks, and
        - Route the grant agreement for TPWD electronic signature.
    - The grant manager will route the signed grant agreement to the local sponsor for signatures.
    - The local sponsor will sign the agreement and upload into RGO2020.
        - This triggers the active period of performance.

Active Period of Performance

- **Pre-Construction Tasks**: Your grant coordinator will identify which tasks apply to your project.
    - State-funded grants
        - Project-relevant environmental surveys and compliance, if not already completed
        - Project-relevant historic surveys and compliance, if not already completed
    - Acquisition grants
        - Appraisals, if not already completed
            - State-funded projects must prepare a USPAP appraisal.

        - Federal-funded projects must prepare a UASFLAS "Yellowbook" appraisal.
    - Appraisal review
        - Appraisal reviews may take several months, especially if your project is funded by LWCF. Nearly every appraisal requires revisions before it can be accepted by the agency.
  - All grants
    - Constructions plans and specifications
    - TDLR compliance
- **Construction**
  - All grants
    - TCEQ stormwater compliance
    - Temporary program sign
    - Permanent program sign
  - Some grants
    - Plant list
    - Interpretive signage
- **Reimbursements**
  - On-going
  - Can be reimbursed for up to 95% of the grant prior to a final inspection
- **Quarterly reports**
  - On-going
- **Project Completion**
  - Construction complete
  - Grant coordinator visits for a final inspection
  - Final reimbursement is eligible

Post-Completion

- Park must remain as parkland in perpetuity.
  - No non-recreational uses may be introduced.
  - Boundaries can expand, but not contract.
- Grant funded construction must remain in place for 25 years.
- Pools, splashpads, and indoor facilities must remain in place for 40 years.
- Permanent sign must remain in place.
- Parkland must remain well-maintained and open to the public.

Local Park Program Application Documents to Upload

Forms and sample documents below are available at the 'Resources' link in RGO.

(*) Required documents, all others if applicable to your project

Note: PDF documents are preferred.

Document	Action
Legal Information	
Applicant's Certification & Program Assurances *	Download form, complete fillable portions, print, have signed by authorized official, scan, and save
Resolution Authorizing Application *	Download form, complete fillable portions, print, have signed by authorized official, scan, and save
Project Site Information	
Site Plan of Proposed Development *	Sample available
Aerial photo/Satellite image identifying the project boundary *	
Project Legal Control	
Deed for existing parkland *	Sample available
Acquisition: Evidence of Land Value (required if applicable)	
Acquisition Boundary Map (required if applicable)	Sample available
Assurance of Eligibility for Publicly Owned Non-Parkland as Match (required if applicable)	Download form, complete fillable portions, print, have signed by authorized official, scan, and save
Executed Waiver of Retroactivity (required if applicable)	
Lease: Copy of deed for parkland parcel to be leased (required if applicable)	
Lease: Copy of lease (required if applicable)	

Lease: Interlocal use Agreement between entities (required if applicable)	
Floodplains/Wetlands and Maintenance	
Floodplain/Wetlands Map identifying project boundary *	
National Flood Insurance Program (NFIP) if project is in floodplain	
Agreements in place/proposed for Operations and Maintenance *	
Project Location/Timeline	
Vicinity Map *	Sample available
Location Map *	Sample available
Site Photos *	Sample available
Project Budget Details	
Verification of pricing information *	
Commitment letters that verify all sources of required match *	
Environmental Information	
TPWD Biologist (for Urban projects)	
Project Narrative	
Upload illustrating the Service Area	
Section 106 Compliance	
Maps illustrating Sensitive Resources	
Support for Sustainable Claims	
Consultations, permits, environmental reviews from SME engagement	
Community mobilization and support for the proposed project	

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Michael Delmore, Chief Financial Officer
Date:	Tuesday, July 11, 2023
Agenda #:	Consideration and **ACTION** on an agreement with the Brownsville Community Improvement Corporation (BCIC) accepting Airport Debt Payment assistance. (BCIC/City Manager's Office)

Summary:
The Brownsville Community Improvement Corporation (BCIC) board agreed to negotiate with the City an extension of a prior agreement of financial assistance for the payment of airport bonds for infrastructure improvements at the Brownsville South Padre Island International Airport.

Project Scope and Analysis:

Funding:

Source: N/A

Amount:

Local Contribution if Applicable:

Recommendation:
The recommendation is to approve.

Commission Pillar:
Governance

Attachments:
1. Airport Bond Debt Amendment
2. BCIC Airport Debt Agreement

FIRST AMENDMENT TO
PROJECT FUNDING AGREEMENT RELATING TO FINANCING
A NEW PASSENGER TERMINAL AT THE
BROWNSVILLE/SOUTH PADRE ISLAND INTERNATIONAL AIRPORT

THIS **FIRST AMENDMENT** (this "**Amendment**") to **PROJECT FUNDING AGREEMENT RELATING TO FINANCING A NEW PASSENGER TERMINAL AT THE BROWNSVILLE/ SOUTH PADRE ISLAND INTERNATIONAL AIRPORT** (the ***"Agreement"),*** dated as of June 15, 2023, is executed by and between the **CITY OF BROWNSVILLE, TEXAS** (the ***"City")*** and the **Brownsville Community Improvement Corporation** ***("BCIC"***), each individually a "party" and collectively the "parties":

RECITALS

WHEREAS, the parties have previously executed the Agreement on June 15, 2018; and

WHEREAS, the Agreement called for financial assistance to contribute to the City's airport debt payments defined in the Agreement as the ***City Debt Obligations***; and

WHEREAS, the ***City Debt Obligations*** began October 17, 2018, and are set to mature on August 15, 2043; and

WHEREAS, the Agreement does not have an absolute commitment to contribute past FY23; and

WHEREAS, the City has requested additional financial assistance with continued ***City Debt Obligations***; and

WHEREAS, the BCIC Board of Directors (the "Board") has agreed to provide continued financial assistance pursuant to Section 2 of the Agreement; and

WHEREAS, the City and Board desire to amend the Agreement as stated herein.

NOW, THEREFORE, City and Board, acting herein by the through their duly authorized representatives, enter into the following agreement to amend the contract:

1. **Findings**. The recitals herein are found to be true and correct and are hereby adopted by the City Commission and made a part hereof for all purposes as findings of fact and legislative findings of the governing body.

2. **Definitions**. Whenever used in this Amendment, unless further defined herein, the defined words and phrases from the Agreement shall be used herein.

3. **Amendment**. Section 2 of the Agreement is hereby amended as follows:

DRAFT

SECTION 2. Annual Transfer of Portion of Net Available BCIC Sales Tax Revenues to City Through Fiscal Year 2022/2023 (But Not to Exceed $365,000 in Any One Fiscal Year). BCIC agrees to provide the City up to *$365,000* for the next four fiscal years commencing FY 23/24 through FY 27/28 to pay debt service on the City Debt Obligations, which shall be payable to the City on or before December 31st of each fiscal year, from Net Available BCIC Sales Tax Revenues, which shall soley be used to pay a portion of the debt service on the City Airport Cos then outstanding.

On an annual basis, in the event Airport Operations, as a stand-alone entity generates cash flow significant enough to exceed by 10% both operational expenses and annual debt payments, BCIC will be released (refunded) of its debt commitments for the current operating year. As debt payments are made on February 15th and August 15th every year and the fiscal year ends on September 30th, payments will be made in a timely manner, and results and money flow will be reconciled each year consistent with the City's external Audit timing.

4. **Amendment**. Section 3 of the Agreement is hereby amended as follows:

SECTION 3. ANNUAL BCIC BUDGET TO INCLUDE AMOUNT SUFFICIENT TO PAY FUNDS TO CITY. In order to provide assurance to the City that BCIC will have Net Available BCIC Sales Tax Revenues available in an amount sufficient to satisfy its payment obligation under Section 2 of the Agreement, BCIC hereby expressly stipulates and agrees, while any of the City Debt Obligations are outstanding (but subject to Section 6 of the Agreement), that it will include in each annual budget (commencing with fiscal year 2023/2024 through fiscal year 2027/2028), *after providing, first, for the payment of debt service on all outstanding BCIC Sales Tax Revenue Bonds during the fiscal year covered by such budget, if any,* an amount equal to *$365,000* to pay BCIC's annual obligation to the City in accordance with this Agreement. Similarly, BCIC hereby expressly stipulates and agrees, while any of the City Debt Obligations are outstanding (but subject to Section 6 of the Agreement).

5. **Amendment**. Section 6 of the Agreement is hereby amended as follows:

SECTION 4. Term of Agreement. The term of this Agreement shall become effective from the date on which the City issues and delivers the City Airport Cos and shall terminate upon BCIC's final transfer of funds required to be paid to the City pursuant to Section 2 of this Agreement (which is required to be paid no later than December 31, 2028.

6. **Agreement**. All other provisions of the Agreement which are not expressly amended herein shall remain in full force and effect.

7. **Execution**. The individual signing this Amendment hereby warrants that he/she has the legal authority to execute this Amendment on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other

DRAFT

authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Amendment.

IN WITNESS WHEREOF, the City and BCIC, acting under the authority of their respective governing bodies, have caused this Amendment to be duly executed and effective as of the date first set forth above.

City of Brownsville

_____
John Cowen, Jr.
Mayor

ATTEST:

_____
Yolanda Galarza-Gomez, TRMC
City Secretary

APPROVED AS TO FORM
AND LEGALITY:

_____
Will Trevino
City Attorney

Brownsville Community Improvement Corporation

_____
Jill Dominguez, Chair of the Board

ATTEST:

_____
Cesar Lopez, Secretary

APPROVED AS TO FORM
AND LEGALITY:

_____
Board Attorney

DRAFT

PROJECT FUNDING AGREEMENT
RELATING TO FINANCING
A NEW PASSENGER TERMINAL AT THE
BROWNSVILLE/SOUTH PADRE ISLAND INTERNATIONAL AIRPORT

By and between

CITY OF BROWNSVILLE, TEXAS

and

BROWNSVILLE COMMUNITY IMPROVEMENT CORPORATION

Entered into in Connection with the Issuance of

CITY OF BROWNSVILLE, TEXAS
COMBINATION TAX AND AIRPORT REVENUE
CERTIFICATES OF OBLIGATION, SERIES 2018

Dated: June 15, 2018

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PROJECT FUNDING AGREEMENT
RELATING TO FINANCING
A NEW PASSENGER TERMINAL AT THE
BROWNSVILLE/SOUTH PADRE ISLAND INTERNATIONAL AIRPORT

THIS PROJECT FUNDING AGREEMENT RELATING TO FINANCING A NEW PASSENGER TERMINAL AT THE BROWNSVILLE/SOUTH PADRE ISLAND INTERNATIONAL AIRPORT (this "***Agreement***"), dated as of June 15, 2018, is executed by and between the **CITY OF BROWNSVILLE, TEXAS** (the "***City***") and the **BROWNSVILLE COMMUNITY IMPROVEMENT CORPORATION** ("***BCIC***"):

RECITALS

WHEREAS, the City, located in Cameron County, Texas, is a political subdivision of the State of Texas operating as a home-rule municipality pursuant to the Constitution and laws of the State of Texas and its home rule charter; and

WHEREAS, the City owns and operates the *Brownsville/South Padre Island International Airport* (the "***Airport***"); and

WHEREAS, over the last several years the City has conducted studies and developed plans to make extensive improvements to the Airport; and

WHEREAS, as a result of such studies and plans, the City Commission of the City hereby determines that it is necessary and desirable to acquire, construct and equip capital improvements to the Airport, including but not limited to constructing and equipping a new terminal, new terminal apron, new terminal access roadway and parking, and new landside access roadways, and demolishing the existing terminal (collectively, the "***Project***"); and

WHEREAS, the City intends to finance a portion of the Project with proceeds received from the sale of "*Combination Tax and Airport Revenue Certificates of Obligation*" issued by the City pursuant to the provisions of the *Certificate of Obligation Act of 1971* (i.e., Subchapter C of Chapter 271, Texas Local Government Code), which will be secured primarily with ad valorem taxes levied annually by the City Commission of the City on all taxable property in the City (the "***City's Airport COs***"); and

WHEREAS, pursuant to the provisions of the *Development Corporation Act of 1979*, as amended (which was originally enacted as Article 5190.6, V.A.T.C.S., and was subsequently codified and now appears in Chapters 501 - 505 of the Texas Local Government Code - collectively, the "***Act***"), the City created BCIC in 2002 to "*expedite and enhance community and economic development in Brownsville, Texas, in accordance with the Texas Development Corporation Act of 1979, codified as Article 5190.6 of the Texas Revised Civil Statutes, and to administer 100% distribution of the proceeds of certain development bonds issued and the proceeds of certain development sales taxes, received on behalf of the City of Brownsville (and the Brownsville City Commission,*" which operates as a "Type B" corporation pursuant to the provisions of Chapters 501, 502 and 505 of the Development Corporation Act; and

WHEREAS, at an election held within the City on November 6, 2001, a majority of the citizens of the City voting at said election authorized the City to "*. . . adopt a Section 4B sales and use tax at the rate of one-fourth of one percent (¼¢) to undertake projects as described in Section 4B of Article 5190.6, including but not limited to projects for the promotion of professional and amateur athletics and sports including stadiums, ball parks, auditoriums, projects related to entertainment, convention, tourist and exhibition facilities, amphitheaters, concert halls, and public parks, park facilities and events, open space improvement, learning centers, municipal buildings, museums and related stores, restaurant, concession, and automobile parking facilities, related area transportation facilities, and related roads, streets, and water and sewer facilities, recycling facilities and projects to promote new or expanded business enterprises including public safety facilities, streets and roads, drainage, and related improvements, demolition of existing structures, and general improvements that are municipally owned, development or redevelopment of closed military bases, development and expansion of affordable housing, as well as any other improvements or facilities that are related to any of the above projects and any other project that the board determines will promote new or expanded business enterprises, and the maintenance and operations expenses for any of the above projects*" (the "***BCIC Sales Tax***"); and

WHEREAS, the City Commission of the City levied the BCIC Sales Tax for the benefit of BCIC, and such tax began to be collected in the City in 2002; and

WHEREAS, in accordance with the provisions of Section 505.301 of the Development Corporation Act and the terms and conditions of that certain *Sales Tax Remittance Agreement*, dated as of February 3, 2004 (the "***Transfer Agreement***"), between the City and BCIC, the City is required to timely transfer to BCIC the proceeds of the BCIC Sales Tax (the "***BCIC Sales Tax Revenues***"); and

WHEREAS, all or a portion of the corporate limits of the City are located within 25 miles of the international border between the United States of America and the United Mexican States; accordingly, as provided in Section 501.106(a) of the Development Corporation Act, the provisions of Section 501.106 of the Development Corporation Act are applicable to the Corporation; and

WHEREAS, Section 501.106(b) of the Development Corporation Act provides that the term "project" as used in the Development Corporation Act,

> *includes the land, buildings, facilities, infrastructure, and improvements that:*
>
> . . .
>
> *(2) are undertaken by the corporation if the municipality that authorized the creation of the corporation has, at the time the corporation approves the project as provided by this subtitle:*
>
> *(A) a population of less than 50,000; or*

(B) an average rate of unemployment that is greater than the state average rate of unemployment during the most recent 12-month period for which data is available that precedes the date the project is approved.

WHEREAS, the City's 2010 Census population was 175,023; however, according to the federal Bureau of Labor statistics the average rate of unemployment for the City was greater than the average rate of unemployment for the State of Texas during the most recent 12-month period for which data is available (i.e., *6.77%* for the City versus *4.11%* for the State of Texas for the 12-month period beginning on April 1, 2017 and ending on March 31, 2018); accordingly, the provisions of Section 501.106(b) of the Development Corporation Act apply to BCIC; and

WHEREAS, the Board of Directors of BCIC has determined to undertake providing *$365,000* annually to the City during the next five complete fiscal years (i.e., fiscal years 2018/2019 through 2022/2023) to pay a portion of the debt service requirements during such fiscal years on the City's Airport COs, pursuant to the terms as set forth this Agreement, in accordance with the authority granted under Section 501.106(b) of the Development Corporation Act; and

WHEREAS, Section 501.152 of the Development Corporation Act further provides that the word "cost" as used in the Development Corporation Act, "*with respect to a project, means the cost of the acquisition, cleanup, construction, reconstruction, improvement, or expansion of a project, including: . . . (13) other expenditures necessary or incident to . . . (C) financing or refinancing the project* . . .; accordingly, pursuant to Sections 501.106 and 501.152 of the Development Corporation Act, BCIC is authorized to use its funds to support the City's financing of the Project; and

WHEREAS, Section 505.160 of the Development Corporation Act provides that "*[a] Type B corporation may undertake a project under this chapter unless, not later than the 60th day after the date notice of the specific project or general type of project is first published, the governing body of the authorizing municipality receives a petition from more than 10 percent of the registered voters of the municipality requesting that an election be held before the specific project or general type of project is undertaken*"; and

WHEREAS, BCIC caused a notice of its intention to undertake the Project to be published on April 15, 2018, in *The Brownsville Herald,* and the City did not receive a petition prior to the expiration of the 60th day after the date of publication of such notice from more than 10 percent of the registered voters of the City requesting that an election be held before the Project is undertaken by the City, all in compliance with Section 505.160 of the Development Corporation Act; and

WHEREAS, Section 505.159(a) of the Development Corporation Act provides that "*a Type B corporation shall hold at least one public hearing on a proposed project before spending money to undertake the project*"; and

WHEREAS, BCIC held a public hearing on the Project on May 7, 2018, which satisfied the requirement set forth in Section 505.159(a) of the Development Corporation Act; and

WHEREAS, Section 505.104 of the Development Corporation Act authorizes BCIC to use proceeds of the BCIC Sales Tax Revenues to pay the principal of, interest on, bonds and other obligations issued by BCIC pursuant to the Act; and

WHEREAS, BCIC has issued and delivered the following series of Sales Tax Revenue Bonds which are secured with a first lien pledge on the revenues derived from the BCIC Sales Tax:

(i) *Brownsville Community Improvement Corporation Sales Tax Revenue Bonds, Series 2010*, dated as of September 1, 2010, currently outstanding in the principal amount of *$1,025,000* (the "***Series 2010 BCIC Bonds***");

(ii) *Brownsville Community Improvement Corporation Sales Tax Revenue Refunding Bonds, Series 2012*, dated as of May 15, 2012, currently outstanding in the principal amount of *$4,530,000* (the "***Series 2012 BCIC Bonds***"); and

(iii) *Brownsville Community Improvement Corporation Sales Tax Revenue Refunding Bonds, Series 2016*, dated as of June 1, 2016, currently outstanding in the principal amount of *$3,935,000* (the "***Series 2016 BCIC Bonds***"); and

WHEREAS, pursuant to the terms of the resolutions which authorized the issuance of the Series 2010 BCIC Bonds, the Series 2012 BCIC Bonds and the Series 2016 BCIC Bonds (collectively, the "***BCIC Bond Resolutions***"), particularly Section 19 thereof, BCIC is authorized to issue "Additional Obligations" "*in any amounts, for purposes of financing of projects (including the project) under the provisions of the Act, or for the purpose of refunding of any Parity Obligations or other obligations of the Issuer incurred in connection with the financing of projects under the provisions of the Act*," which Additional Obligations would be secured by and made payable equally and ratably on a parity with the Series 2010 BCIC Bonds, the Series 2012 BCIC Bonds, the Series 2016 BCIC Bonds, and all other Parity Obligations then outstanding from a first lien on and pledge of the revenues derived from the BCIC Sales Tax; and

WHEREAS, the Series 2010 BCIC Bonds, the Series 2012 BCIC Bonds, the Series 2016 BCIC Bonds, and all Additional Obligations which may be issued in the future by BCIC are referred to collectively herein as the "***BCIC Sales Tax Revenue Bonds***"); and

WHEREAS, all BCIC Sales Tax Revenues which are not needed or used to pay debt service on BCIC Sales Tax Revenue Bonds outstanding from time to time are referred to herein as the "***Net Available BCIC Sales Tax Revenues***"; and

WHEREAS, the Board of Directors of BCIC deems it an appropriate use of the Net Available BCIC Sales Tax Revenues to assist the City with financing the Project by providing to the City, pursuant to the terms of this Agreement (but only after satisfying its then current financial obligations to pay debt service on all then outstanding BCIC Sales Tax Revenue Bonds, which have been issued, or will be issued in the future, by BCIC on a first lien basis), the lesser of (i) *$365,000*, or (ii) all of its Net Available BCIC Sales Tax Revenues during the next five complete fiscal years

(commencing with fiscal year 2018/2019 through fiscal year 2022/2023), all as more fully set forth in Article IV of this Agreement;

NOW THEREFORE, in consideration of the covenants and agreements herein made, and subject to the conditions herein set forth, the City and BCIC contract and agree as follows:

SECTION 1. DEFINITIONS AND INCORPORATION OF RECITALS. The terms and expressions used in this Agreement, unless the context shows clearly otherwise, shall have the meanings set forth herein, including terms defined in the Recitals hereto, which Recitals are incorporated in and made a part hereof for all purposes.

SECTION 2. ANNUAL TRANSFER OF PORTION OF NET AVAILABLE BCIC SALES TAX REVENUES TO CITY THROUGH FISCAL YEAR 2022/2023 (BUT NOT TO EXCEED $365,000 IN ANY ONE FISCAL YEAR). BCIC agrees that during the next five complete fiscal years of BCIC (commencing with fiscal year 2018/2019 through fiscal year 2022/2023), it shall transfer to the City on or before December 31 of each such fiscal year, from Net Available BCIC Sales Tax Revenues, an amount equal to *$365,000* for use by the City solely to pay a portion of the debt service on the City Airport COs then outstanding.

SECTION 3. ANNUAL BCIC BUDGET TO INCLUDE AMOUNT SUFFICIENT TO PAY FUNDS TO CITY. In order to provide assurance to the City that BCIC will have Net Available BCIC Sales Tax Revenues available in an amount sufficient to satisfy its payment obligation under Section 2 of this Agreement, BCIC hereby expressly stipulates and agrees that it will include in each of its next five annual budgets (commencing with fiscal year 2018/2019), *after providing, first, for the payment of debt service on all outstanding BCIC Sales Tax Revenue Bonds during the fiscal year covered by such budget*, an amount equal to *$365,000* to pay BCIC's annual obligation to the City in accordance with this Agreement. .

SECTION 4. CONSTRUCTION OF PROJECT BY CITY. The City hereby agrees that the net proceeds of the City Airport COs shall be used exclusively to pay a portion of the costs to construct the Project, including, without limitation, all legal, fiscal, engineering and other professional fees related thereto. The City further agrees that upon receipt of the net proceeds of the City Airport COs it will proceed with due diligence to construct the Project. The City does not anticipate delays in the construction of the Project, and BCIC shall not be liable for any damages caused by any delays in the construction of the Project or any additional costs in reference to the construction of the Project.

SECTION 5. OWNERSHIP AND OPERATION OF THE PROJECT. The City shall own and maintain the Project and shall be solely responsible for the construction and maintenance thereof, and BCIC shall have no liability with respect to the construction or maintenance of the Project.

SECTION 6. TERM OF AGREEMENT. The term of this Agreement shall become effective from the date on which the City issues and delivers the City Airport COs and shall terminate upon GBIC's final transfer of funds required to be paid to the City pursuant to Section 2 of this Agreement (which is required to be paid by no later than December 31, 2022).

SECTION 7. COUNTERPARTS. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

SECTION 8. SEVERABILITY. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the City and BCIC, acting under authority of their respective governing bodies, have caused this Agreement to be duly executed and effective as of the date first set forth above.

CITY OF BROWNSVILLE, TEXAS

By: _____
Mayor

Attest:

_____
City Secretary

Approved as to Form:

_____
ASST City Attorney, City of Brownsville, Texas

BROWNSVILLE COMMUNITY IMPROVEMENT CORPORATION

By: _____
President, Board of Directors

Attest:

_____
Secretary, Board of Directors

Signature Page to
Project Funding Agreement Relating to Financing a New Passenger Terminal
at the Brownsville/South Padre Island International Airport

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Michael Delmore, Chief Financial Officer
Date:	Tuesday, July 11, 2023
Agenda #:	Consideration and **ACTION** to approve a contract for depository services for up to five years with one of the following banks, listed in alphabetical order: JPMorgan Chase, Lone Star National Bank, PlainsCapital Bank, PNC Bank, and/or Texas Regional Bank; and Authorize the City Manager to negotiate and execute the contract. (Financial Services Department)

Summary:
On June 20, 2023, staff presented the results of a request for proposals (RFP) for depository services. The respondents are as follows, in alphabetical order: JPMorgan Chase, Lone Star National Bank, PlainsCapital Bank, PNC Bank, and/or Texas Regional Bank. Staff seeks authorization for the City Manager to negotiate and execute the contract for a 5-year term, which is the maximum allowed by state law, with one or more of the respondents.

Project Scope and Analysis:

Funding:

Source: N/A

Amount:

Local Contribution if Applicable:

Recommendation:
Recommend to approve a contract for depository services for five years.

Commission Pillar:
Governance Pillar

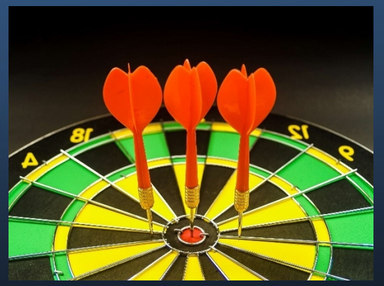
Attachments:

1. Bank Depository Evaluation 06132023
2. Public Funds Depository Services



Bank Depository Evaluation

Factors Impacting Scores

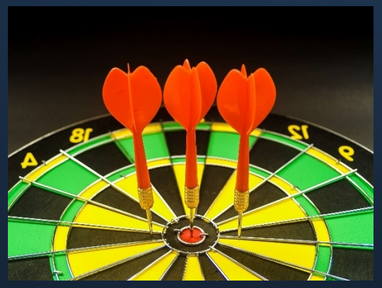


B-1 - BANKING SERVICES FEE	B-2 - INTEREST EARNINGS	B-3 - BANK SERVICES CAPABILITY	B-4 - SAFETY AND CREDITWORTHINESS OF BANK	C - PRESENTATION
• Months of waived service fees • Minimum balance requirements • Offering Fee Compensation Structure or Compensating Balance Pricing • Fees for Wire Services, Same Day ACH, 2ND Day ACH,	• Minimum balance requirements • Whether rates are indexed to Fed Funds Rate or T-Bill Rates • Fixed or Variable rates • How quickly the banks moved rates after the index moved • Collateral requirements –who manages	• Safety of funds • Daily cut-off times – later the better • Ease of system use • System enhancements • Degree of automation • Use of AI to monitor accounts • Ease of use of positive pay • Security of banking interface • Dedicated Service team to the City or whoever picks up the phone • Timeline to implement banking services • Disaster Recovery plan	• How the bank invests deposits. Exposure to risk. • Additional Municipalities who uses the Bank services.	• Level of preparation • Direct answering of questions • Appearance • Level of enthusiasm • Quality and depth of information in the bid package • How well they read the prepared questions • Whether the representatives were approachable • Structure of customer care team • Ability to communicate • Value placed on customer service and performance

FDS-47-0223 – Public Funds Depository Services for the City of Brownsville, Texas

Scoring Summary of Active Submissions

	Total	B-1 - Banking Services Fee	B-2 - Interest Earnings	B-3 - Bank Services Capability	B-4 - Safety and creditworthiness of Bank	C - Presentation
Supplier	/ 120 pts	/ 30 pts	/ 30 pts	/ 25 pts	/ 15 pts	/ 20 pts
JPMorgan Chase	104.3	25.8	27	24	14.7	12.8
PNC Bank	104.2	24.6	26.4	20.5	14.7	18
PlainsCapital Bank	92.7	22.2	26.4	19	13.5	11.6
Lone Star National Bank	85.2	21.6	21.6	18	13.2	10.8
Texas Regional Bank	85	25.8	18	15.5	12.9	12.8



QUESTIONS?

CITY OF BROWNSVILLE

AGREEMENT FOR PUBLIC FUNDS DEPOSITORY SERVICES

THIS DEPOSITORY BANK SERVICES AGREEMENT hereinafter called the "Agreement", is made and entered into on the date last herein written by and between the City of Brownsville, Texas, hereinafter called the "City", and **[Insert Bank Name]**, a national banking association, organized under the law of the United States and authorized by law to do banking business in the State of Texas, hereinafter called the "Bank", and provides as follows:

1. **Designation of Depository**. The City, through action of the City Council, on **July 11, 2023**, hereby designates Bank as a primary depository bank for the period beginning **October 1, 2023** and **continuing** through **September 30, 2028**.

2. **General**. The bank shall faithfully perform all of it duties and obligations required by the laws of the State of Texas for public funds depositories and shall upon presentation pay all checks drawn on it against collected funds on demand deposits, and shall, at the expiration of the Agreement, turn over to its successor, all funds, City-owned securities, property and things of value held as depository. All services rendered to City by Bank under this Agreement shall be performed in accordance with "ordinary care" standard of care imposed upon banks under the Uniform Commercial Code and under the overall direction and instructions of City pursuant to Bank's standard operations, policies, and procedures.

3. **Scope of Services.** Bank agrees to provide those services as described in the City of Brownsville, Request for Qualification for Public Funds Depository Services Bank Services released on February 2023 hereinafter referred to as the "RFP", unless otherwise provided in Bank's response to the RFP. The RFP and Bank's response to the RFP, hereinafter referred to as the "Application", are incorporated herein by reference. Bank acknowledges that all services performed by Bank are subject to the approval of City. If any provisions of the RFP, the Bank's response to the RFP or this Agreement are in conflict, this Agreement, the RFP (except to the extent Bank took specific exceptions in the Bank's Application) and the Bank's response to the RFP will control in that order.

4. **City Representatives**. During the term of this Agreement, City will, through appropriate action of its City Council, designate the officer, or officers, who singly or jointly will be authorized to represent and act on behalf of City in any and all matters of every kind arising under this Agreement and to (a) appoint and designate, from time to time, a person or persons who may request withdrawals, orders for payment or transfer on behalf of City in accordance with the electronic funds or funds transfer agreement and addenda, and (b) make withdrawals or transfer by written instrument.

5. **Custodian**. City and Bank, by execution of this Agreement, hereby designate Federal Reserve Bank as custodian, hereinafter called "Custodian", to hold in trust, according to the terms and conditions of this Agreement, the collateral described and pledged by Bank in accordance with the provisions of this Agreement.

6. **Custodian Fees**. Any and all fees associated with Custodian's holding of collateral for the benefit of City will be paid by Bank and City will have no liability, therefore.

7. **Entire Agreement**. The entire agreement between Bank and City shall consist of this Agreement, **Scope of Services, Conditions and Additional Services (Exhibit A), Term of Agreement (Exhibit B), Compensation, Fees and Commissions (Exhibit C), Insurance (Exhibit D), List of all City current accounts (Exhibit E)** This Agreement supersedes any and all prior representations, statements, and agreements, whether written or oral. The terms and provisions of this Agreement may not be amended, altered, or waived except by mutual agreement evidenced by a written instrument signed by duly authorized representatives of both parties.

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8. **Collateralization**. All funds on deposit with Bank to the credit of City shall be secured by collateral as provided for in the Public Funds Investment Act (Chapter 2256 of the Texas Government Code as amended), the Public Funds Collateral Act (Chapter 2257 of the Texas Government Code), City's Investment Policy, and Bank's Application.

   If marketable securities are pledged, the total market value of the securities securing such deposits will be in an amount at least equal to 102% of deposits plus accrued interest, less the amount insured by the FDIC. The market value of any pledged securities (collateral) will be obtained from non-Bank-affiliated sources. Bank will monitor and maintain the required collateral margins and levels at all times. The City will inform the Bank of any changes in the amount or activity of deposits, that may exceed the entity's current Collateral value, within a reasonable time before the change occurs.

   Bank has heretofore, or will promptly hereafter, deliver to Custodian collateral of the kind and character above mentioned of sufficient amount and market value to provide adequate collateral for the funds of City deposited with Bank. Custodian will accept said collateral and hold the same in trust for the purposes herein stated. Said collateral or substitute collateral, as hereinafter provided for, shall be kept and retained by Custodian in trust so long as deposits of City remain with Bank. Bank hereby grants a security interest in such collateral to City.

   If at any time the collateral in the hands of Custodian shall have a market value in excess of the required balances, City may authorize the withdrawal of a specified amount of collateral, and Custodian shall deliver this amount of collateral (and no more) to Bank.

   If surety bonds or letters of credit are utilized, City shall agree as to the issuer and form of contract prior to the pledge. The amount of surety bonds or letters of credit will be at least equal to 100% of deposits plus accrued interest, less the amount insured by the FDIC. The termination or expiration of any surety bond or letter of credit shall be a minimum of two (2) business days after City anticipates withdrawing the secured deposit.

9. **Successors**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Whenever a reference is made herein to either party, such reference shall include the party's successors and assigns.

10. **Compensation**. City and Bank agree that any compensation for the performance of all duties and services is set forth in the Application accepted by City. Except as may otherwise be provided in the Banking Agreements, said compensation shall constitute full payment for all services, liaison, products, materials, and equipment required to provide the professional banking services, including services, materials, training, equipment, travel, overhead, and expenses. Fees shall be fixed for the term of the Banking Agreements, including all extensions.

11. **Consideration**. The Banking Agreements are executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

12. **Counterparts.** The Banking Agreements may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

13. **Authority to Execute**. The individuals executing the Banking Agreements on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing the Banking Agreements to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute the Banking Agreements in order for the same to be authorized and binding on the party for whom the individual is signing and that each individual affixing his or her signature hereto is authorized to do so.

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14. **Governing Law and Venue**. This Agreement shall be governed by the laws of the State of Texas, except to the extent pre-empted by Federal law, in which case Federal law shall govern. **Cameron County** will be the venue for any lawsuit arising out of this Agreement, unless federal jurisdiction applies.

15. **Notices**. Except as may otherwise be specified in the applicable service-level agreements and/or set-up forms, any demand, notice, request, instruction, designation, or other communication(s) required in writing under this Agreement shall be personally delivered or sent certified mail, return receipt requested, to the other party as follows:

Bank:	[Insert Bank Name] [Insert Bank Address] [Insert Bank Address 2]
City:	City of Brownsville 1001 E. Elizabeth Street Brownsville, Texas 78521

Changes to notice information may be made by either party with written notification to the other party.

16. **Severability**. If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties, shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the illegal, invalid, or unenforceable provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall remain valid and in full force and effect for the term remaining.

17. **Binding Commitment**. Bank hereby acknowledges itself duly and firmly bound for the faithful performance of all the duties and obligations required by applicable law, including the Government Code and Texas Local Government Code, such that all funds deposited with it as depository shall be faithfully kept by it and accounted for according to law.

18. **Continuation**. Unless this Agreement is terminated sooner, Bank's designation as the primary City Depository will remain continuously in effect through June 30, 2028.

19. **Termination.** This Agreement may be terminated by either the City or the Bank, for any reason or no reason, by giving ninety (90) days prior written notice to the other party. Notices will be delivered as required and addressed in paragraph 15.

20. **Default.** Should the Bank (a) fail at any time to pay and satisfy, when due, any check, draft, voucher, wire, or ACH transfer lawfully drawn against any deposit and the interest on such deposits, the City shall give written notice of such failure or breach to the Bank, and the Bank shall have one (1) business day to cure such failure or breach, or (b) in any other manner breach its contract with the City, the City shall give written notice of such failure or breach to the Bank, and the Bank shall have twenty-one (21) days to cure such failure or breach. In the event the Bank shall fail to cure such failure or breach within such period or should the Bank be declared insolvent by a Federal bank regulatory agency, it shall be the duty of the Custodian, upon demand of the City, to surrender the above-described collateral to the City; or it shall be the duty of the surety bond or letter of credit provider to perform under the terms of their respective contract. The City may sell all or any part of such collateral, or receive all or any part of a surety bond or letter of credit settlement, and out of the proceeds thereof, pay the City all damages and losses sustained by it, together with all expenses of any and every kind incurred by it on account of such failure or insolvency, or sale, accounting to the Bank for the remainder, if any, of said proceeds or collateral remaining unsold. In exercising its rights in and to the collateral, or any part

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thereof, City must act in a commercially reasonable manner. Any sale of such collateral, or any part thereof, made by the City hereunder may be either at public or private sale; provided, however, it shall give to both the Custodian and the Bank two (2) hours' notice of the time and place where such sale shall take place, and such sale shall be to the highest bidder therefore for cash. The City and the Bank shall have the right to bid at such sale.

21. **Non-Assignability.** This Agreement is not assignable in whole or in part. Any purported assignment of rights or obligations under this Agreement shall be null and void. Notwithstanding anything to the contrary herein, Bank may not assign its rights and duties under this Agreement without the written consent of the City; provided, however, Bank may assign this Agreement without the prior written consent of the City to a successor in interest in connection with a merger, reorganization, consolidation or a disposition of a particular business to which this agreement relates, and may assign this Agreement to an affiliate or subsidiary. In the event of an assignment, Bank shall notify the City and the City shall have the right to terminate this Agreement.

22. **Bank Authorization.** The Bank covenants that this Agreement is made pursuant to and is duly authorized by the Board of Directors of the Bank.

23. Notwithstanding anything to the contrary in this Agreement or the Application, the parties agree:

(a) Bank shall notify the City in writing of any material changes in Federal or State regulations or laws that would materially and directly affect this Agreement, as determined by Bank.

(b) Notwithstanding anything to the contrary herein, Bank will allow the City's auditors and independent public accountants, including where state or federal assistance is involved, state and federal auditors identified by the City, reasonable access during normal working hours to the bank records of the City as reasonably required in connection with their examination of the books and records specifically pertaining the City's accounts, use of funds and services provided by Bank to the City. Any access or examination will be: requested in writing; specifically describe the scope and records required; mutually agreed upon as to time and scope; and subject to Bank's security procedures and record retention policies. Bank may impose reasonable restrictions on the number of individuals allowed access, the frequency and length of access, and the scope of the records made available. The City shall reimburse Bank for the reasonable cost of copying, collating, researching and producing archived information. Any examination will be at the City's expense.

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Signature Page Follows

Executed by the undersigned duly authorized officers of the parties hereto:

CITY OF BROWNSVILLE, TEXAS	**[INSERT BANK NAME]**
By:	
Name:	Name:
Title:	Title:
Date:	Date:
ATTEST:	ATTEST
By:	By:
Name:	Name:
Title:	Title:

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EXHIBIT "A"

Click here to enter text.

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END OF EXHIBIT "A"

EXHIBIT “B”

The contract period shall commence on July 1, 2023 and shall end on June 30, 2028.

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END OF EXHIBIT “B”

EXHIBIT “C”

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END OF EXHIBIT “C”

EXHIBIT "D"

INSURANCE

Contractor shall obtain and maintain insurance coverage as agreed in paragraph 7 of the City of Brownsville Contract Agreement and ensure that coverage with the parameters contained herein remains in full force at all times during the contract period as follows:

1. **Workers' Compensation and Employers' Liability Insurance**

Minimum Limits Consistent with Texas Worker's Compensation Act (Section 401):

1. $100,000 bodily injury each accident
2. $500,000 bodily injury by disease policy limit
3. $100,000 Bodily injury by disease each employee

Any firm performing work for or on behalf of the City of Brownsville must provide Workers' Compensation insurance.

2. **Commercial General Liability Insurance**

Covering premises-operations, products-completed operations, independent contractors and contractual liability, with a combined single limit bodily injury/property damage of $1,000,000. This coverage must include, but not be limited to:

1. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
2. Coverage for Premises/Operations
3. Products/Completed Operations
4. Broad Form Contractual Liability
5. Independent Contractors

3. **Automobile Liability Insurance**

Covering all owned, hired and non-owned automobile equipment with the following Limits:

1. Bodily injury
   $250,000 each person,
   $500,000 each occurrence
2. Property damage

   $100,000 each occurrence

END OF EXHIBIT "D"

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To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Gennie Garcia, Assistant Director
Date:	Tuesday, July 11, 2023
Agenda #:	Consideration and **ACTION** to award ZIWA Corporation contract number TRP-87-0923, as the responsive and responsible bidder on the Brownsville Transportation Investment Generating Economic Recovery (TIGER) Rehab Project in the amount of $7,489,682.34, as budgeted. (Multimodal Transportation Department)

Summary:

The FY 2016 TIGER Discretionary Grant, awarded to the City of Brownsville and executed on March 13, 2019, is part of the Department of Transportation's National Infrastructure Investments Under the Consolidated appropriations Act, 2016, 81 FR 9935 (February 26, 2016). The TRP-87-0923 bid contract is part of the TIGER Project 1: Improve Operations and Passenger Facility as originally stated in the grant application. The goal of this project is to improve the site safety and function and focus on delivering safety and functional improvements to the existing maintenance facility grounds.

The BIDs were evaluated and the City recommends awarding the contract for the Brownsville TIGER Rehab Project to the responsive and responsible vendor, ZIWA Corporation of Brownsville, for a contract amount of $7,489,682.34 as stated in the Procurement Analysis. Since the bids came in higher than the engineer's estimate, Certificate of Obligations will be used to cover the difference. In addition, this project would address corrective action needed regarding the underground fuel tank leaks as required by Texas Commission on Environmental Quality (TCEQ).

Project Scope and Analysis:

The TIGER Rehab Project is a 5-stage construction project that consists of replacing an underground storage tank (UST) system with a new aboveground storage tank (AST) system for fueling the Brownsville Metro Fleet and administrative vehicles at the Jose Colunga Maintenance yard. Other improvements include the purchase of a new Automated Bus Wash Fuel system and island, improve site storm sewer system including retention pond, new Billy Mitchell bus entrance, automated gate entry points with increased security and lighting. The proposal consists of repaving access drives and new parking areas for current bus fleet with room for expansion. The existing equipment storage facility will be replaced for secure storage of peripheral equipment including lawn equipment, trailers and tools.

Funding:

Source: 65-8118-9448-04 FTA TIGER Grant
803-8110-9449-01 2017 CO 803
808-9110-9449-01 General Fund 808
FY2024 CO Issuance

Amount: $ 2,578,129
$ 1,114,944
$ 1,400,000
$ 2,396,610

Local Contribution if Applicable:

Recommendation:
Staff recommends approval, subject to the City Attorney's final review and approval on Contract, Supplementary, and General Conditions.

Commission Pillar:
Quality of Life
Infrastructure

Attachments:
1. TIGER GRANT signed
2. TRP-87-0923 - Procurement Analysis
3. TRP-87-0923 - Contract (unsigned)
4. COB Letter FTA 06 30 2023
5. PPT Construction Bid TRP-87-0923 06 30 2023

UNITED STATES OF AMERICA
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION
WASHINGTON, DC 20590

GRANT AGREEMENT UNDER THE CONSOLIDATED APPROPRIATIONS ACT, 2016 (PUB. L. 114-113, DECEMBER 18, 2015) FOR THE NATIONAL INFRASTRUCTURE INVESTMENTS DISCRETIONARY GRANT PROGRAM (FY 2016 TIGER DISCRETIONARY GRANTS)

CITY OF BROWNSVILLE CONNECTING COMMUNITIES

This agreement is between the United States Department of Transportation (*the "**USDOT**"*) and the City of Brownsville (*the "**Recipient**"*). It reflects the selection of the Recipient for an award under the provisions of the Consolidated Appropriations Act, 2016 (Pub. L. 114-113, December 18, 2015), regarding National Infrastructure Investments, as described in the Notice of Funding Opportunity for the Department of Transportation's National Infrastructure Investments Under the Consolidated Appropriations Act, 2016, 81 FR 9935 (February 26, 2016) (*the "**NOFO**"*). In this agreement, "**FY 2016 TIGER Discretionary Grant**" means an award under those provisions.

ARTICLE 1. AWARD TERMS AND CONDITIONS

1.1 **Operating Administration.** The Federal Transit Administration (*the "**FTA**"*) will administer this agreement on behalf of the USDOT. In this agreement, the "**Administering Operating Administration**" means the FTA.

1.2 **Purpose.** The purpose of this award is to advance capital investments in surface transportation infrastructure that will have a significant impact on the nation, a metropolitan area, or a region. The parties will achieve that purpose by completing the project that was described in the Recipient's technical application, titled Connecting Communities as modified by the negotiated provisions on the project's material terms and conditions, including the attachments referenced in section 1.8.

1.3 **Federal Award Amount.** The USDOT hereby awards a FY 2016 TIGER Discretionary Grant in the amount of Five Million Seven Hundred Thousand Dollars ($5,700,000) for the period of performance. The USDOT shall not provide funding greater than this amount under this agreement. The Recipient acknowledges that USDOT is not liable for payments that exceed this amount.

1.4 **Period of Performance.** The period of performance for this award begins on the date of this agreement and ends on the period of performance end date that is listed in section 2.2.

Under 2 CFR 200.309, the Recipient shall not charge to this award costs that are incurred after the period of performance.

1.5 **Urban or Rural Designation.** Based on information that the Recipient provided to the USDOT, including the technical application, the USDOT hereby designates the project to be a project in an urban area, as defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation on minimum award size, geographic location, and cost sharing.

1.6 **Fund Obligation**

This agreement obligates the total amount of funds stated in section 1.3.

1.7 **Federal Award Identification Number.** The USDOT identifies this award with the following federal award identification number: TX-2019-026-00

1.8 **Attachments.** This agreement includes the following attachments as integral parts:

Attachment A	Statement of Work
Attachment B	Estimated Project Schedule
Attachment C	Estimated Project Budget
Attachment D	Performance Measurement Table

ARTICLE 2. PROJECT AND RECIPIENT INFORMATION

2.1 **Summary of Project's Statement of Work.** (See Attachment A for additional details).

The Connecting Communities project is comprised of three (3) projects consisting of: 1)-Improve the Site Safety and Function (ISS&F) and add New Passenger Facility to Site (NPFS), which consists of the relocation within the existing property footprint of the fuel station, bus washer, fleet and employee parking; rehabilitation of the equipment storage facility; improvements to stormwater retention ponds; and construction of a new passenger transfer station and park & ride; 2)-Improve Bus Stop Safety and Comfort, which include sidewalks and curb ramps compliant with the Americans with Disabilities Act (ADA), shelters, benches, and bike amenities; and, 3)- Purchase eight (8) hybrid diesel-electric transit buses to replace approximately five (5) of Brownsville Metro's transit revenue vehicles which have exceeded the recommended useful service life , and four (4) 40' standard fully equipped transit buses for the Metro connect Service to increase capacity and frequency. These three (3) Projects are described in more detail in Attachment A - Scope of Work.

2.2 **Summary of Project's Estimated Schedule.** (See Attachment B for additional details).

Project 1: Improve Operations and Passenger Facility
Improve Site Safety and Function (ISS&F):
Add New Passenger Facility to Site (NPFS):

(ISS&F) (NPFS) Actual Completion of NEPA:	11/01/2018
(ISS&F) Planned Completion of Final Design:	03/15/2020
(ISS&F) Planned Construction Start Date:	06/30/2020
(NPFS) Planned Completion of Final Design: [1]	09/15/2020
(NPFS) Planned Construction Start Date: [1]	07/15/2021

[1] Construction activities are ongoing on ISS&F that would affect access to the NPFS site if construction of this phase was simultaneously in progress. Refer to Attachment B "Overall Project Schedule"

(ISS&F) Planned Construction Substantial Completion:	07/30/2021
(ISS&F) Planned Project Closeout Date:	09/30/2021
(NPFS) Planned Construction Substantial Completion:	03/30/2022
(NPFS) Planned Revenue Service Date:	04/30/2022
(NPFS) Planned Project Closeout Date:	05/30/2022

Project 2: Improve Bus Stop Safety and Comfort

Actual Completion of NEPA:	11/01/2018
Planned Completion of Final Design:	02/15/2020
Planned Construction Start Date: [2]	06/15/2020

[2] Refer to Attachment B – Allowing time for Procurement Process, Preliminary Engineering, and Final Design.

Planned Construction Substantial Completion:	06/15/2021
Planned Revenue Service Date:	07/30/2021
Planned Project Closeout Date:	08/30/2021

Project 3: Replace Revenue Vehicles for SGR and Capacity Improvements

Actual Contract Award Date:	01/22/2019
Planned First Vehicle Delivery Start Date:	02/17/2020
Planned Final Vehicle Delivery End Date:	02/28/2020
Planned Revenue Service Date:	03/30/2020
Planned Project Closeout Date:	05/15/2020
Period of Performance End Date	05/30/2022

2.3 **Summary of Project's Estimated Budget.** (See Attachment C for additional details).

TIGER Grant Funds and Additional Sources of Project Funds:

TIGER Discretionary Grant Amount:	**$ 5,700,000**	**53.7%**
Other Federal Funds (if any):	**$ 757,486**	**7.1%**
State Funds (if any):	**$ 0**	**0.0%**
Local Funds (if any):	**$ 3,704,090**	**34.9%**
Other Funds (if any):	**$ 450,404**	**4.3%**
***Total Project Cost:**	**$10,611,980**	**100.0%**

2.4 **Recipient Cost Share Certification.**

The Recipient hereby certifies that not less than Four Million One Hundred Fifty-Four Thousand Four Hundred Ninety-Four Dollars ($4,154,494) in non-Federal funds are committed to fund the project to satisfy the statutory requirement that at least 20% of the project's costs are funded by non-Federal sources.

2.5 **Project's State and Local Planning Requirements.**

If the Administering Operating Administration requires the project to be included in State, metropolitan, or local planning documents, the parties shall record in FTA's electronic award and management system ("***TrAMS***") the date that the project was included in those planning documents.

This Project is included in the 2019-2022 Texas Statewide Transportation Improvement Program (STIP) federally approved on September 28, 2018.

2.6 **Project's Environmental Approvals and Processes.**

If the Administering Operating Administration requires environmental findings for activities under the project, the parties shall document in TrAMS those findings, including the type (Record of Decision, Finding of No Significant Impact, or Categorical

Exclusion) and date of each finding. If a finding is documented in TrAMS, the parties shall attach appropriate environmental documents in TrAMS or file those documents at the Administering Operating Administration's regional office.

This Project received a National Environmental Policy Act (NEPA) Categorical Exclusion, federally approved on November 16, 2018.

2.7 **Recipient's and any Subrecipient's Unique Entity Identifiers.**

Dun and Bradstreet Data Universal Numbering System No. (the *"**DUNS No.**"*) of the Recipient: 965808277

Name of any First-Tier Subrecipients (if applicable – to be reported if/when identified. If not applicable please note is N/A): N/A

DUNS No. of First-Tier Subrecipient (if applicable – to be reported if/when identified): N/A

2.8 **Recipient Contacts.**

Norma Zamora
Director
City of Brownsville - Brownsville Metro
755 International Boulevard
Brownsville, TX 78520
956-548-4881
normaz@cob.us

ARTICLE 3. GENERAL REPORTING TERMS

3.1 **Report Submission.** The Recipient shall send all reports required by this agreement to all of the USDOT contacts who are listed in Section 9.1.

3.2 **Alternative Reporting Methods.** The Administering Operating Administration may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by the Administering Operating Administration.

3.3 **Reporting as History of Performance.** Under 2 C.F.R 200.205, any Federal awarding agency may consider the Recipient's timely submission of the reports that this agreement requires, or the Recipient's failure to timely submit those reports, when evaluating the risks of making a future Federal financial assistance award to the Recipient.

3.4 **Paperwork Reduction Act Notice.** Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (*the "**OMB**"*). Collections of

information conducted under this agreement are approved under OMB Control No. 2105-0563.

ARTICLE 4. PROGRESS REPORTING

4.1 **Quarterly Project Progress Reports.** On or before the 20th day of the first month of each calendar year quarter and until Project Closeout, the Recipient shall submit to the USDOT a Quarterly Project Progress Report with the form and content described in Exhibit H. If the date of this agreement is in the final month of a calendar year quarter, then the Recipient shall submit the first Quarterly Project Progress Report in the second calendar year quarter that begins after the date of this agreement.

4.2 **Annual Budget Review and Program Plan.**

(a) From the date of this agreement until Project Closeout, on or before the 60th day before the end of each Agreement Year, the Recipient shall submit to the USDOT an Annual Budget Review and Program Plan that contains:

(1) a detailed schedule of activities and milestones for the next Agreement Year;

(2) an estimate of specific performance objectives, including forecasted expenditures, for the next Agreement Year; and

(3) a comparison of the approved project budget with an updated estimate of the project costs.

In this agreement, "**Agreement Year**" means 12 months beginning on the date of this agreement or an anniversary of the date of this agreement.

(b) If the Recipient's updated estimate of the total project costs exceeds the total project costs in the approved project budget, then the Recipient shall:

(1) include in the Annual Budget Review and Program Plan either documentation of committed funds to cover the increased costs or a written plan describing how the Recipient will cover the increased costs; and

(2) meet with the USDOT to discuss the Annual Budget Review and Program Plan.

4.3 **Closeout Reports.** No later than 90 days after the period of performance end date that is listed in Section 2.2, the Recipient shall:

(1) submit a final Federal Financial Report (SF-425), a certification or summary of project expenses, and third-party audit reports; and

(2) provide a report comparing the final work, schedule, and budget to the statement of work described in section 2.1, the schedule described in section 2.2, and the budget described in section 2.3.

4.4 **Project Closeout.** In this agreement, "**Project Closeout**" means the date that the USDOT notifies the Recipient that the project is closed out. Under 2 CFR 200.343, Project Closeout should occur no later than one year after the Recipient liquidates all obligations under this award and submits the reports identified in Section 4.3.

ARTICLE 5. PERFORMANCE REPORTING

5.1 **Performance Measure Data Collection.** The Recipient shall collect the data necessary to report on each performance measure that is identified in the Performance Measurement Table in Attachment D.

5.2 **Pre-project Performance Measurement Report.** The Recipient shall submit to the USDOT, on or before the Pre-project Report Date that is stated in Attachment D, a Pre-project Performance Measurement Report that contains:

(1) baseline data for each performance measure that is identified in the Performance Measurement Table in Attachment D, accurate as of the Pre-project Measurement Date that is stated in Attachment D; and

(2) a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each measure.

5.3 **Interim Performance Measurement Reports.** After project completion, the Recipient shall submit to the USDOT on or before each of the periodic reporting dates specified in the Performance Measurement Table in Attachment D, an Interim Performance Measurement Report containing data for each performance measure that is identified in that table, accurate as of the final date of the measurement period specified in that table. If an external factor significantly affects the value of a performance measure during a measurement period, then in the Interim Performance Measurement Report the Recipient shall identify that external factor and discuss its influence on the performance measure.

5.4 **Project Outcomes Report.** The Recipient shall submit to the USDOT, on or before the Project Outcomes Report Date that is stated in Attachment D, a Project Outcomes Report that contains:

(1) a narrative discussion detailing project successes and the influence of external factors on project expectations;

(2) all baseline and interim performance measurement data that the Recipient reported in the Pre-project Performance Measurement Report and the Interim Performance Measurement Reports; and

(3) an *ex post* examination of project effectiveness relative to the baseline data that the Recipient reported in the Pre-project Performance Measurement Report.

ARTICLE 6. AGREEMENT MODIFICATIONS

6.1 **Bilateral Modifications.** The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.

6.2 **Limited Unilateral Modifications.**

(a) The Recipient may update the contacts who are listed in section 2.8 (Recipient Contacts) by written notice to all of the USDOT contacts who are listed in section 9.1.

(b) The USDOT may update the contacts who are listed in section 9.1 (USDOT Contacts) by written notice to all of the Recipient contacts who are listed in section 2.8.

6.3 **Other Modifications.** The parties shall not amend, modify, or supplement this agreement except as permitted under section 6.1 or section 6.2. If an amendment, modification, or supplement is not permitted under section 6.1 and not permitted under section 6.2, it is void.

ARTICLE 7. STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

7.1 **Statement of Work Changes.** If the project's activities differ from the statement of work that is described in section 2.1 and Attachment A, then the Recipient shall request a modification of this agreement to update section 2.1 and Attachment A.

7.2 **Schedule Changes.** If the project's substantial completion date changes to a date that is more than three months after the substantial completion date listed in section 2.2 or a schedule change would require the period of performance to continue after the period of performance end date listed in section 2.2, then the Recipient shall request a modification of this agreement to update section 2.2 and Attachment B. For other schedule changes, the Recipient shall request a modification of this agreement to update section 2.2 and Attachment B unless the USDOT has consented, in writing consistent with the Administering Operating Administration's requirements, to the change.

7.3 **Budget Changes.**

(a) If any of the budget amounts that are listed in section 2.3 change from the amounts listed in that section, then the Recipient shall request a modification of this agreement to update section 2.3 and Attachment C. For other budget changes, the Recipient shall request a modification of this agreement to update Attachment C unless the USDOT has consented, in writing consistent with the Administering Operating Administration's requirements, to the change.

(b) If the actual eligible project costs are less than the "Total Project Cost" stated in Section 2.3, then the Recipient may reduce non-TIGER funds contributed to the

project. But the Recipient shall not reduce below 20% the non-federal share of eligible project costs.

ARTICLE 8. TERMINATION AND EXPIRATION

8.1 **USDOT Termination.** The USDOT may, in its sole discretion, terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(1) The Recipient fails to obtain or provide any non-TIGER Discretionary Grant contribution or alternatives approved by the USDOT as provided in this agreement and consistent with sections 2.2 and 2.3;

(2) The Recipient fails to begin construction before 08/15/2020;

(3) The Recipient fails to begin expenditure of award funds by 10/01/2020;

(4) The Recipient fails to finish construction (substantial completion) by 06/30/2022;

(5) The Recipient fails to meet the conditions and obligations specified under this agreement, including a material failure to comply with the schedule in section 2.2 even if it is beyond the reasonable control of the Recipient; or,

(6) The USDOT, in its sole discretion, determines that termination of this agreement is in the public interest.

8.2 **Closeout Termination.** This agreement terminates on Project Closeout.

8.3 **Fund Liquidation, Adjustment, and Cancellation.**

(a) The Recipient shall liquidate all obligations under this award not later than 90 days after the period of performance end date that is listed in section 2.2. The Recipient acknowledges that this period of availability for liquidation ends before the statutory expenditure deadline identified in section 8.3(c).

(b) Liquidation and adjustment of funds under this agreement follow the requirements of 2 CFR 200.343–.345.

(c) Outstanding FY 16 TIGER Discretionary Grant balances are canceled by statute after September 30, 2024, and are then unavailable for any purpose, including adjustments and expenditures.

8.4 **Reporting Survival**: The reporting requirements set forth in articles 4 and 5 of this agreement survive the termination of this agreement and the expiration of award funds.

ARTICLE 9. USDOT CONTACTS

9.1 **USDOT Contacts.** Except as authorized by the USDOT under section 3.2, the Recipient shall send all notices, reports, and information required by this agreement to all of the following contacts:

Robert C. Patrick
FTA Region 6 Administrator
U.S. Department of Transportation
819 Taylor St, Rm 14A02
Fort Worth, TX 76102
(817) 978-0550
Robert.Patrick@dot.gov

and

Mark Bathrick
Program Manager
Office of Program Management
Federal Transit Administration
1200 New Jersey Avenue, S.E.
Washington, DC 20590
(202) 366-9955
mark.bathrick@dot.gov

and

OST TIGER Discretionary Grants Coordinator
United States Department of Transportation
Office of the Secretary
1200 New Jersey Avenue, SE
Washington, DC 20590
(202) 366-8914
TIGERGrants@dot.gov

ARTICLE 10. ADDITIONAL TERMS AND CONDITIONS

10.1 **Catalog of Federal Domestic Assistance Information.** This award is under the program titled "National Infrastructure Investments," with number 20.933 in the Catalog of Federal Domestic Assistance.

10.2 **Research and Development Designation.** This award is not for research and development.

10.3 **Exhibits.** This agreement includes the following exhibits as integral parts located at: http://www.fta.dot.gov/grants/about_FTA_15116.html

Exhibit A	Legislative Authority
Exhibit B	General Terms and Conditions
Exhibit C	Applicable Federal Laws and Regulations
Exhibit D	Grant Assurances
Exhibit E	Responsibility and Authority of the Recipient
Exhibit F	Reimbursement of Project Costs
Exhibit G	Grant Requirements and Contract Clauses
Exhibit H	Quarterly Progress Reports: Format and Content

10.4 **Construction.** If a provision in the exhibits or the attachments conflicts with a provision in Articles 1 – 12, then the provision in Articles 1 – 12 prevails. If a provision in the attachments conflicts with a provision in the exhibits, then the provision in the attachments prevails.

ARTICLE 11. SPECIAL GRANT REQUIREMENTS

11.1 **Acknowledgment of Support.** The Recipient shall include in any publication of any material, whether copyrighted or not, based on or developed under this agreement, the following acknowledgment of USDOT support and disclaimer:

"This material is based upon work supported by the USDOT under FTA FY 2016 TIGER Grant No. TX-2019-026-00

Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the USDOT."

11.2 **Annual Certifications and Assurances.** The Recipient hereby certifies that it has executed the FTA Annual Certifications and Assurances for all FTA Federal assistance programs for which FTA awards Federal financial assistance in Federal fiscal year 2016.

11.3 **Final Section.** There are no other special grant requirements for this project.

ARTICLE 12. EXECUTION

12.1 **Counterparts.** This agreement may be executed in counterparts, which constitute one document. The parties shall execute this agreement in triplicate and intend each countersigned original to have identical legal effect.

12.2 **Effective Date.** This agreement is effective when fully executed by authorized representatives of the Recipient and the USDOT. The Recipient shall execute this agreement and then submit three original signed copies of the agreement to the USDOT for execution. This instrument constitutes a FY 2016 TIGER Discretionary Grant when it is signed and dated by the authorized official of the USDOT and the USDOT awards the funding through TrAMS.

EXECUTION BY THE USDOT

Executed this 20th day of March, ~~2019~~.

Signature of USDOT's Authorized Representative

Robert C. Patrick

~~Name~~ of USDOT's Authorized Representative

Regional Administrator

Title

EXECUTION BY THE CITY OF BROWNSVILLE

By signature below, the Recipient acknowledges that it accepts and agrees to be bound by this agreement.

Executed this 13 day of March, 2019.

Signature of Recipient's Authorized Representative

Noel Bernal

Name of Recipient's Authorized Representative

City Manager
Title

Approved as to legality and form
this 12 day of March, 20 19.
Name:
Title: Deputy City Attorney

Office of the City Attorney
1001 E. Elizabeth Street
Brownsville, TX 78520
Phone (956) 548-6011
Fax (956) 546-4291

ATTACHMENT A
STATEMENT OF WORK

The Connecting Communities project is comprised of (3) projects consisting of: Project 1 - Improve the Site Safety and Function (ISS&F) and add New Passenger Facility to Site (NPFS); Project 2 - Improve Bus Stop Safety and Comfort, and Project 3 - Purchase Eight (8) Replacement Revenue Vehicles.

Project 1: Improve Operations and Passenger Facility

This project will improve safety and the daily operational functions on the 10-acre location of Brownsville Metro's Maintenance and Operations facility. The elements below describe in more detail the specific improvements to Project 1.

- **Improve Site Safety and Function:** This element focuses on delivering safety and functional improvements to the existing maintenance facility grounds.
    - Improvements will consist of adding a new site access point from Billy Mitchell Boulevard and improving drainage and stormwater runoff controls. Construction activities will consist of relocating the fuel service island and converting its fuel storage tanks from underground to aboveground; modernizing the bus wash station; securing the site with improved perimeter fencing, gate access control, cameras, and lighting; paving the station and parking areas; and rehabilitating the retention pond and equipment storage facility.

- **Add New Passenger Facility to Site:** This element will construct a new passenger transfer station and park & ride within the 10-acre location of Brownville Metro's Operational and Maintenance Yard, which is near the Brownsville South Padre Island International Airport and will link to the Regional Intercity Transit services and Brownsville Metro's bus service.
    - The new transfer station and park & ride facility will link transit services to outlying colonias and low-income areas. This facility will have three (3) saw tooth bus bay pull-ups, bus layover parking, bike amenities, ADA-compliant sidewalk and ramps, driveway, canopy, electrical work, landscaping, lighting, and 24 public parking stalls.

Project 2: Improve Bus Stop Safety and Comfort

Project 2 will provide improvements to approximately forty-three (43) existing bus stops. The improvements will consist of adding ADA accessible sidewalks, benches, shelters, ramps, bench pads, shelter pads, bus pads, and bike amenities. All improvements are based on ridership by stop, availability of right of way, and targeting the least safe bus stop locations.

Project 3: Purchase Replacement Revenue Vehicles

Project 3 will purchase eight (8) transit buses to replace approximately five (5) of Brownsville Metro's transit revenue vehicles which have exceeded the recommended useful service life with hybrid diesel-electric transit buses. Project 3 will also purchase four (4) 40' standard fully equipped transit buses for the Metro connect Service to increase capacity and frequency. The new buses will include the latest generation of onboard technology and connectivity, including fare payment systems, voice and data transmission equipment, tablet computers, automatic vehicle locators, and rider alert tools.

Note: The four standard fully equipped transit buses described above have been procured with Texas Department of Transportation – Intercity Bus Program Section 5311 (f) funds in the amount of One Million Eight Hundred Twenty-Five Thousand Dollars ($1,825,000) and are pending delivery in November 2018. These funds are incorporated as part of the overall Connecting Communities Project cost, but the costs of the buses are not eligible costs under this FY2016 TIGER award.

ATTACHMENT B
ESTIMATED PROJECT SCHEDULE

Project 1: Improve Operations and Passenger Facility
Improve Site Safety and Function (ISS&F)
Add New Passenger Facility to Site (NPFS)

Project 2: Improve Bus Stop Safety and Comfort

Chronological Schedule for Projects 1 and 2

Project 1, 2(ISS&F)(NPFS)-Actual Completion of NEPA:	11/01/2018
Project 1(ISS&F)-Planned Start of Preliminary Engineering:	06/15/2019
Project 1(NPFS)-Planned Start of Preliminary Engineering:	06/15/2019
Project 2-Planned Start of Preliminary Engineering:	06/15/2019
Project 2-Planned End of Preliminary Engineering:	09/15/2019
Project 2-Planned Start of Final Design:	09/15/2019
Project 1(ISS&F)-Planned End of Preliminary Engineering:	10/15/2019
Project 1(NPFS)-Planned End of Preliminary Engineering:	10/15/2019
Project 1(ISS&F)-Planned Start of Final Design:	10/15/2019
Project 2-Planned Completion of Final Design:	02/15/2020
Project 1(ISS&F)-Planned Completion of Final Design:	03/15/2020
Project 1(NPFS)-Planned Start of Final Design:	03/15/2020
Project 2-Planned Construction Contract Award Date:	05/15/2020
Project 1(ISS&F)-Planned Construction Contract Award Date:	06/15/2020
Project 2-Planned Construction Start Date:	06/15/2020
Project 1(ISS&F)-Planned Construction Start Date:	06/30/2020
Project 1(NPFS)-Planned Completion of Final Design:	09/15/2020
Project 2-Planned Construction Substantial Completion Date	06/15/2021

Project 1(NPFS)-Planned Construction Contract Award Date:	06/15/2021
Project 1(NPFS)-Planned Construction Start Date:	07/15/2021
Project 1(ISS&F)-Planned Construction Substantial Completion Date	07/30/2021
Project 2-Planned Revenue Service Date:	07/30/2021
Project 2-Planned Project Closeout Date:	08/30/2021
Project 1(ISS&F)-Planned Project Closeout Date:	09/30/2021
Project 1(NPFS)-Planned Construction Substantial Completion Date:	03/30/2022
Project 1(NPFS)-Planned Revenue Service Date:	04/30/2022
Project 1(NPFS)-Planned Project Closeout Date:	05/30/2022
Period of Performance End Date:	05/30/2022

Detailed Breakdown for Major Construction Activities in Project 1

Improve Site Safety and Function (ISS&F)

Project 1(ISS&F)-Relocation/rebuilding of fuel island	Start: 07/2020	Finish: 02/2021
Project 1(ISS&F)-Relocation/rebuilding of bus washer	Start: 07/2020	Finish: 02/2021
Project 1(ISS&F)-Rehab of the Maintenance Warehouse	Start: 07/2020	Finish: 06/2021
Project 1(ISS&F)-Paving (Phase I & II)	Start: 09/2020	Finish: 06/2021
Project 1(ISS&F)-Lighting	Start: 09/2020	Finish: 06/2021
Project 1(ISS&F)-Retention pond	Start: 07/2020	Finish: 04/2021

Add New Passenger Facility to Site (NPFS)

Project 1(NPFS)-Construction East Side Transfer Station	Start: 07/2021	Finish: 03/2022
Project 1(NPFS)-Paving - Transfer	Start: 09/2021	Finish: 03/2022
Project 1(NPFS)-Park and Ride	Start: 07/2021	Finish: 12/2021
Project 1(NPFS)-Employee Parking	Start: 07/2021	Finish: 10/2021

Project 3: Replace Revenue Vehicles for SGR and Capacity Improvements

Planned Contract Award Date:	01/22/2019
Planned First Vehicle Delivery Start Date:	02/17/2020
Planned Last Vehicle Delivery End Date:	02/28/2020
Planned Revenue Service Date:	03/30/2020

Planned Project Closeout Date:	05/15/2020
Period of Performance End Date:	05/30/2022

ATTACHMENT C
ESTIMATED PROJECT BUDGET

Activity	FY16 TIGER Funds	Other Federal Funds	Match to Other Federal Funds	Local Funds	State Funds	Other Funds	Total Project Cost
Project 1	$3,140,141	$407,486	$0	$1,764,373	$0	$0	$5,312,000
Project 2	$539,859	$350,000	$0	$384,717	$0	$450,404	$1,724,980
Project 3	$2,020,000	$ 0	$0	$1,555,000	$0	$0	$ $3,575,000
Total Eligible Amount	**$5,700,000**	**$757,486**	**$0**	**$3,704,090**	**$0**	**$450,404**	**$10,611,980**

ATTACHMENT D
PERFORMANCE MEASUREMENT TABLE

Study Area:
Project 1: Improve Operation and Passenger Facility - Add New Passenger Facility to Site (NPFS); Project 2: Improve Bus Stop Safety and Comfort; and Project 3: Purchase Replacement Revenue Vehicles

Pre-project Measurement Date:
Project 1: Improve Operation and Passenger Facility - Add New Passenger Facility to Site (NPFS) 06/01/2021; Project 2: Improve Bus Stop Safety and Comfort 05/01/2020; and Project 3: Purchase Replacement Revenue Vehicles 03/01/2020

Pre-project Report Date:
Project 1: Improve Operation and Passenger Facility - Add New Passenger Facility to Site (NPFS) 09/01/2021; Project 2: Improve Bus Stop Safety and Comfort 08/01/2020; and Project 3: Purchase Replacement Revenue Vehicles 05/01/2020

Project Outcomes Report Date:
Project 1: Improve Operation and Passenger Facility - Add New Passenger Facility to Site (NPFS) 04/30/2026; Project 2: Improve Bus Stop Safety and Comfort 05/30/2025 and Project 3: Purchase Replacement Revenue Vehicles 04/30/2024

Table 1: Performance Measurement Table

Measure	Description and Category of Measure	Measurement Period	Reporting Period
Unlinked Passenger Counts (NPFS)	**Quality of Life** Route-level data will be provided consistent with annual, system wide reports provided to NTD. Directional boarding and alighting counts at the Transfer Center by route and time of day for each route stopping there for a typical weekday (while school is in session) and Saturday.	Baseline Measurement: Annual average, accurate as of the Pre-project Measurement Date: 06/01/2021 Interim Performance Measures: Accurate as of • 06/01/2023 • 06/01/2024 • 06/01/2025	Baseline Report: 09/01/2021 Interim Performance Measures: For a period of 3 years, annually, beginning 06/01/2023 to 06/30/2025

Rider Characteristics (NPFS)	**Quality of Life** Trip origin/destination, access/egress modes, purpose, and traveler demographics. This will be obtained through a survey of travelers on the NPFS on a typical weekday, while schools are in session. The specific survey methodology, sample expansion plan, and data items require FTA approval prior to implementation, with data items for each surveyed transit rider to include origin-to-destination travel paths, travel purposes, modes of access and egress, and socio-economic characteristics.	Baseline Measurement: *Rider survey to be conducted once project is completed. Interim Performance Measures: Accurate as of • 10/02/2024	A rider survey of users will be carried after the project is completed. Interim Performance Measure Report: *Only one (1) survey is needed after closeout • 12/02/2024
Unlinked Passenger Counts (Project 2: Improve Bus Stop Safety and Comfort)	**Quality of Life** Route-level data will be provided consistent with annual, system wide reports provided to NTD. Directional boarding and alighting counts at the Transfer Center by route and time of day for each route stopping there for a typical weekday (while school is in session) and Saturday.	Baseline Measurement: Annual average, accurate as of the Pre-project Measurement Date: 05/01/2020 Interim Performance Measures: Accurate as of • 08/01/2022 • 08/01/2023 • 08/01/2024	Baseline Report: 08/01/2020 Interim Performance Measures: For a period of 3 years, annually, beginning 08/01/2022 to 08/30/2024

Average Mileage of Fleet (Purchase Replacement Revenue Vehicles)	**State of Good Repair** Average mileage since the date of manufacture on active vehicles. This reflects the total miles accumulated on all active vehicles since date of manufacture divided by the number of active vehicles. This is typically found by taking the average of all odometer readings at the end of the fiscal year.	Baseline Measurement: Annual average, accurate as of the Pre-project Measurement Date: 03/01/2020 Interim Performance Measures: Accurate as of • 04/01/2021 • 04/01/2022 • 04/01/2023	Baseline Measurement: 05/01/2020 Interim Performance Measure Reports: For a period of 3 years, from 04/01/2021 to 04/30/2023

PURCHASING & CONTRACT SERVICES
PROCUREMENT ANALYSIS

Date:	Thursday, June 29, 2023
To:	Mr. John Cowen Jr., City Mayor
From:	Mr. Lupe Granado III, Financial Services Director
CC:	Mr. Damian Espinoza, Procurement and Contract Manager Mr. Joel Garza, Multimodal Transportation Director
Subject:	Agenda Item for the City Commission meeting of Tuesday, July 11, 2023 "Consideration and Action for the execution of a contract to ZIWA Corp for a B-Metro Yard Renovation construction to service. Project #TRP-87-0923

At the request of Mr. Joel Garza, City of Brownsville Multimodal Director, Procurement Division solicited a formal sealed Invitation for Bids for the aforementioned project.

PROJECT MILESTONES WERE ACCOMPLISHED AS FOLLOWS:

1. The legal advertisements appeared in The Brownsville Herald two (2) times: on June 4th, 2023, and June 11th 2023, and were posted on the electronic bid platform Bonfire.

2. There was four (4) addendum issued during the process.

3. Sealed Bids were received for the subject project on Wednesday, June 28th, 2023, at 2:00 P.M. A total of two (2) submittals were received. Submittal was acknowledged by the Procurement Services staff. Submitting vendor was:

    - ZIWA Corp.
    - NM Contracting LLC

PROCUREMENT SUMMARY: Bore and trenching services for the City of Brownsville Texas

1. The BIDs were evaluated and recommends awarding the contract for the Brownsville Tiger Rehab Project to the responsive and responsible vendor ZIWA Corp. of Brownsville, for a contract amount of $7,489,682.34. (See Exhibit A)
2. The term of this contract shall commence upon approval by City Commission and shall continue until the delivery of the aforementioned.

GIGNAC | ARCHITECTS

Exhibit A

June 29, 2023

Mr. Joel Garza, Jr., MPA, CPM
Director of Multimodal Transportation
City of Brownsville
755 International Blvd.
Brownsville, TX 78520

RE: 19.14B Brownsville Metro – TIGAR Yard Project – Brownsville, TX

Mr. Garza:

At your request, I am providing this memo regarding the Brownsville Metro Tiger Yard Project bids.

Two competitive sealed bids were received digitally on June 28, 2023 by the City of Brownsville's purchasing department.
Attached are the overall bid tab and bid tab by division. Of the two bids, the apparent low bidder was Ziwa Corporation with a total base bid of $7,489,682.34. Ziwa's bid also notes that the Scope of Work is to be substantially completed in 360 calendar days from notice to proceed.

After reviewing what was submitted to our office by the City of Brownsville, it appears that Ziwa Corporation provides the best value to the City of Brownsville for this project.

Thank You



Juan Mujica, Jr.
Sr. Project Manager
Gignac l Architects

Attachments: Bid tab overall
Bid tab by division

3700 N. 10th St., Suite 205
McAllen, TX 78501
(956) 686-0100

222 E. Van Buren, Suite 102
Harlingen, TX 78550
(956) 365-4820

19.14B B-METRO TIGER YARD PROJECT BID OPENING		WEDNESDAY, JUNE. 28, 2023 2:00 PM C.S.T.	GIGNAC | ARCHITECTS		
GENERAL CONTRACTOR	**DESIGN TEAM ESTIMATE**	**ZIWA CORP.**	**NM Contracting**		
Bid Bond			•		
BASE BID	$5,116,807.00	$7,489,682.34	$7,733,200.00		
CALENDAR DAYS to complete **BASE BID**	365	360	365		
TOTAL	$5,116,807.00	**$7,489,682.34**	**$7,733,200.00**		
Addenda					
1	June 5, 2023	•	•		
2	June 8, 2023	•	•		
3	June 14, 2023	•	•		
4	June 20, 2023	•	•		

19.14b B-METRO TIGER YARD PROJECT

WEDNESDAY, JUNE. 28, 2023 2:00 PM C.S.T.

GIGNAC | ARCHITECTS

CSI DIVISION	CSI DIVISION NAME	DESCRIPTION	ZIWA CORP.	NM Contracting		
00 00 00	Procurement / Contracting Requirements	Performance Bond, Payment Bond, etc.	$ 177,750.00	$ 565,414.00		
01 00 00	General Requirements	General Conditions, Allowances, Project Mngmt., etc.	$ 447,600.29	$ 302,763.00		
02 00 00	Existing Conditions	Selective Demolition, etc.	$ 158,794.17	$ 173,520.00		
03 00 00	Concrete	Concrete forms, accessories, reinforcement, cip, etc	$ 302,882.66	$ 243,889.00		
04 00 00	Masonry	Concrete unit masonry, brick veneer, etc.	$ 162,459.33	$ 120,000.00		
05 00 00	Metals	Structural steel, etc.	$ 486,646.65	$ 732,895.00		
06 00 00	Wood and Plastics	Rough Carpentry, etc.	$ 38,674.40	$ 72,000.00		
07 00 00	Thermal & Moisture Protection	Metal roof panels, moisture protection, flashing/trim, etc.	$ 64,031.14	$ -		
08 00 00	Doors and Windows	Doors and hardware	$ 73,086.51	$ 48,265.00		
09 00 00	Finishes	Painting, special coatings, etc.	$ 35,595.00	$ 68,500.00		
10 00 00	Specialties	Plaques, Dimensional Letters, Flagpoles, etc.	$ 16,111.68	$ 13,000.00		
22 00 00	Plumbing	Plumbing	$ 216,352.50	$ 92,499.00		
23 00 00	Heating, Ventilating and Air Conditioning	Exhaust systems, etc.	$ 59,745.00	$ 58,700.00		
26 00 00	Electrical	Electrical general requirements, sleeves, raceways, etc.	$ 540,525.76	$ 1,270,800.00		
27 00 00 28 00 00	Electronic Safety and Security	Access controls, etc.	$ 33,437.25	$ -		
31 00 00	Earth Work	Site clearing, earthwork, excavation, backfill, etc.	$ 1,368,846.15	$ 538,067.00		
32 00 00	Exterior Improvements	Concrete & asphalt pavement, landscape/irrigation, etc.	$ 3,117,544.24	$ 2,846,543.30		
33 00 00	Utilities	Utility work, etc.	$ 139,599.60	$ 268,760.00		
	OTHER	Any other cost related to the project	$ 50,000.00	$ 317,584.70		
			$ 7,489,682.33	$ 7,733,200.00	$ -	$ -

CONTRACT FOR:
Brownsville Tiger Yard Rehab Project

A. **AGREEMENT**

This Agreement is made by and between:

the Owner ("Owner" or "City"):	The City of Brownsville 1001 E. Elizabeth St., P.O. Box 911 Brownsville, Texas 78520
and the Contractor ("Contractor"):	ZIWA, Corp 1952 S. Price Rd Brownsville, Texas 78521
for the following Project ("Project"):	BID #: TRP-87-0923 B-Metro Tiger Yard Rehab Jose Colunga Jr. Blvd Brownsville, Texas 78521

Each individually referred to as a "Party" and collectively referred to as the "Parties". Owner and Contractor, in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

B. **CONTRACT DOCUMENTS**

The Contractor shall complete the Work described in the Contract Documents for the project. The Contract Documents consist of the following:

a. This Agreement;
b. Notice of Award;
c. Instruction to Bidders;
d. Invitation to Bid (BID) # TRP-87-0923;
e. Addenda, as indicated in the BID;
f. FTA Provisions;
g. Original Proposal submittal;
h. Bid Tabulation;
i. Plans;
j. Drawings;
k. Specifications;
l. General Conditions;
m. Supplementary Conditions;
n. Special Conditions;

o. Certificates of Insurance;
p. Release of Liens;
q. Payment Bond;
r. Performance Bond;
s. Maintenance Bond; and
t. Written Change Orders issued after execution of this Agreement,

which are attached hereto and incorporated herein, and made a part of this Agreement for all purposes. The Contract Documents represent the entire and integrated agreement between the Owner and the Contractor and supersede all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both the Owner and the Contractor. In the event of an inconsistency or conflict in any of the provisions of the Contract Documents, then the inconsistency or conflict shall be resolved by giving precedence first to this Agreement then to the Contract Documents in the order in which they are listed above.

C. **WORK**

Contractor shall complete all Work as specified or indicated in the Contract Documents for the Project identified herein.

D. **PROJECT**

The Project is the total construction for which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors, and is generally defined as BID # TRP-87-0923, Brownsville Tiger Yard Rehab Project Jose Colunga Jr. Blvd, Brownsville, TX 78521.

E. **CONTRACT PRICE; PAYMENT TERMS**

Owner agrees to pay Contractor for performance of the Work in accordance with the Contract Documents the guaranteed maximum price of **SEVEN MILLION FOUR HUNDRED EIGHTY-NINE THOUSAND SIX HUNDRED EIGHTY-TWO DOLLARS AND THIRTY-FOUR CENTS DOLLARS ($7,489,682.34)** (hereinafter "Guaranteed Maximum Price" or "GMP"). Guaranteed Maximum Price includes all costs incurred by Contractor, including but not limited to Costs of Work (including among others, labor, equipment, materials, fees, inspections, and permits), construction contingency amount, and Contractor's overhead, all bond financing, profit, price escalation and market price variations. Nothing contained in this Agreement shall require the Owner to pay Contractor an aggregate amount that exceeds the Guaranteed Maximum Price or to make any payment if, in the Owner's belief, the cost to complete the Work would exceed the Guaranteed Maximum Price. Change orders may be approved in writing by Owner for increased costs needed for refinement, development and completion of the Project. However, the

maximum allowable amount of change orders payable to the Project shall not exceed twenty-five percent (25%) of the Guaranteed Maximum Price for the Project.

The Owner shall pay within ***thirty (30) days*** for completed work in monthly draws, less 10% retainage, upon receipt of an acceptable invoice. Invoices shall be in standard form, Application and Certificate for Payment, and shall be accompanied by signed Conditional Release of Liens forms from each applicable subcontractor and supplier.

Retainage shall be paid within in thirty (30) days of receipt of an acceptable Final Invoice. The final Application for Payment shall be accompanied by signed Final Release and Waiver of Liens forms from all subcontractors and suppliers.

F. CONTRACT TIME

The Contract Time will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 14 days after the Effective Date of the Agreement, and shall substantially complete the Work within 360 consecutive calendar days as identified in the Bid form.

G. LIQUIDATED DAMAGES

Contractor recognizes that time is of the essence for completion of the Work, and to achieve Final Acceptance of the Work, and City will suffer financial loss if the Work is not completed within the time(s) specified herein. The Contractor also recognizes the delays, expense and difficulties involved in proving in a legal proceeding, the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor agrees that as liquidated damages for delay (but not as a penalty), Contractor shall pay City **One Thousand Dollars ($1000.00)** for each day that expires after the time specified in Paragraph F above, for Final Acceptance until the City issues the Final Letter of Acceptance.

H. INSPECTION AND FINAL ACCEPTANCE

The City's inspection and acceptance of contractual compliance will be accomplished by an engineering Inspector of the engineering Department. The City reserves the right to reject unsatisfactory work within a 24-hour period. Contractors have 48 hours to correct unacceptable work. (To be corrected during regular working days, holidays or weekends.)

Prior to beginning work, the Contractor shall provide to the City a Schedule of Values related to the Work, which shall be used for purposes of periodic payments.

The Contract Sum shall include all materials, supplies, tools, equipment, permits,

perimeter fencing, portable restrooms, construction debris container(s), supervision and labor necessary for the proper prosecution and completion of the Work.

The Contractor warrants that the completed Project shall be adequate for the purposes intended.

I. INDEMNIFICATION

(a) CONTRACTOR COVENANTS AND AGREES TO FULLY INDEMNIFY, DEFEND AND HOLD HARMLESS, THE CITY AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF THE CITY, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON THE CITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO CONTRACTOR'S ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF CONTRACTOR, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONTRACTOR OF CONTRACTOR, AND THEIR RESPECTIVE OFFICERS, AGENTS EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OF THE RIGHTS OR PERFORMANCE OF THE DUTIES UNDER THIS AGREEMENT. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE OR IN PART, BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR COSTS, EXPENSES AND LEGAL FEES INCURRED BY THE CITY IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS. IN THE EVENT CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

(b) THE PROVISIONS OF THIS INDEMNITY ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. CONTRACTOR SHALL ADVISE THE CITY IN WRITING WITHIN 24 HOURS OF ANY CLAIM OR DEMAND AGAINST THE CITY OR CONTRACTOR KNOWN TO CONTRACTOR RELATED TO OR ARISING OUT OF

CONTRACTOR'S ACTIVITIES UNDER THIS AGREEMENT, AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT CONTRACTOR'S COST. THE CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING CONTRACTOR OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

(c) This Indemnification provision shall survive termination or expiration of the Agreement.

J. **INDEPENDENT CONTRACTOR; PERSONNEL**

(a) Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All Services shall be performed only by Contractor and Contractor's employees. Specifically, Contractor must perform within its own organization, work equivalent to at least thirty-five (35) percent of the Contract Price, unless otherwise approved by the City. Subject to and in accordance with the conditions and provisions of this Agreement, Contractor shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, consultants and subcontractors. Under no circumstances shall Contractor, or any of Contractor's employees, look to City as his/her employer, or as a partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to City's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance, as well as any and all licenses and permits usual or necessary for conducting the Services. Contractor shall be responsible for paying all applicable local, state and federal taxes.

(b) Contractor represents and warrants to City that its employees performing Work hereunder will have sufficient expertise, training, licensure (if applicable) and experience to accomplish the Work for the Project.

(c) Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Contract Documents. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent. In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions.

K. **INSURANCE**

(a) The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Brownsville, Texas, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

(b) The City of Brownsville shall be given notice ten (10) days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Purchasing & Contract Services Department located at City Hall, 1001 E. Elizabeth St. 1st Floor Suite 101.

(c) The Contractor's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Texas, subject to approval by the City of Brownsville Department of Safety and Risk Management. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

i. Workers' Compensation and Employers' Liability Insurance

Contractor shall purchase and maintain such insurance coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Texas Labor Code, Ch. 406, as amended), and minimum limits for Employers' Liability as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of I Contractor' s employees. Any firm performing work for or on behalf of the City of Brownsville must provide Workers' Compensation insurance.

ii. General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage $1,000,000.

This coverage must include, but not limited to:

1. Coverage for the liability assumed by the Contractor under the indemnity provision of the contract.
2. Coverage for Premises/Operations
3. Products/Completed Operations
4. Broad Form Contractual Liability
5. Independent Contractors

iii. Commercial Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits:	Bodily injury	$250,000 each person, $500,000 each occurrence
	Property damage	$100,000 each occurrence

This insurance shall be kept in force until the work under this Agreement has been completed and accepted by the City. The City shall be listed as Additional Insured under the policy.

L. **TERMINATION**

(a) *Termination for Cause.* The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

(b) *Termination for Convenience.* The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of

which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

(c) *Cancellation for Non-appropriated Funds.* The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for non-appropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

(d) *Force Majeure.* The City and Contractor will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

i. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

ii. The excuse of performance is of no greater scope and of no longer duration than is reasonably necessary when considered in light of the Force Majeure;

iii. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

iv. The non-performing party uses its best efforts to remedy its inability to perform.

v. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of sixty (60) days, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

M. **WARRANTIES**

The Contractor warrants to the Owner that materials and equipment furnished under the Agreement will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the

Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

N. **MISCELLANEOUS PROVISIONS**

(a) *FTA Contract Provisions.* This Project is funded wholly or in part with federal assistance in the form of a grant from the U.S. Department of Transportation – Federal Transit Administration (FTA), as such, the Contractor acknowledges and agrees to be bound by the additional federal terms and conditions contained within BID # TRP-87-0923.

a. 49 CFR 26.13(b) Each contract you sign with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of **49 CFR part 26** in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the contractor from future bidding as non-responsible.

b. 49 CFR 26.29

1. 49 CFR 26.29 (a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment you make to the prime contractor.
2. 49 CFR 26.29 (b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

I. You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

II. You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

III. You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after your payment to the prime contractor.

3. 49 CFR 26.29 (c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

4. 49 CFR 26.29 (d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

5. 49 CFR 26.29 (e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

   I. A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

   II. A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

III. Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

(b) *Successors and Assigns.* All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their partners, assigns, successors, subcontractors, executors, heirs, officers, agents, employees, representatives, and administrators.

(c) *Choice of Law.* The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

(d) *No Waiver of Governmental Immunity.* NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.

(e) *Assignment.* Contractor shall not assign any of Contractor's rights under this Agreement, or delegate the performance of any of Contractor's duties hereunder, without the prior written consent of the City.

(f) *Modification or Amendment.* No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

(g) *Venue.* This Agreement and any and all matters arising directly or indirectly herefrom shall be governed by and construed and enforced in accordance with the Laws of the State of Texas, with the Federal and State Courts of **Cameron County**, Texas having jurisdiction. If at any time there is a dispute between or among the Parties with respect to any matter arising directly or indirectly from this Agreement (an "Agreement Matter"), the Parties agree that, prior to seeking judicial remedy, they will engage in face-to-face negotiations in an attempt to resolve such dispute and shall, upon failing to negotiate a mutually-satisfactory resolution, choose a mutually agreeable neutral third party to mediate such dispute. Mediation shall be non-binding and shall be confidential.

(h) *Execution and Consideration*. This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed

(i) *Notices.* Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to Contractor:	ZIWA, Corp Attn: Jorge De La Garza, President 1952 S Price Rd Brownsville, TX 78521
If to City:	City of Brownsville Attn: City Manager 1001 E Elizabeth St. Brownsville, TX 78520
With Copy to:	City of Brownsville Attn: City Attorney 1001 E Elizabeth St. Brownsville, TX 78520

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

(j) *Cumulative Remedies*. All rights and remedies of the Parties under this Agreement shall be cumulative, and none shall exclude any other right or remedy provided by law, or by any other provisions of the Agreement. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

(k) *Waiver of Breach*. A waiver by either Party of a breach of the Agreement by the other Party does not constitute a continuing waiver or a waiver of any subsequent breach of the Agreement.

(l) *No Third Party Beneficiaries*. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third party beneficiaries by entering into this Agreement.

(m) *Entire Understanding.* This document and any exhibit attached hereto, constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

(n) *Counterparts*. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

(o) *Miscellaneous Drafting Provisions*. This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or

principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

(p) *Authority to Execute*. The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

(q) *Savings/Severability*. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(r) *Prohibition On Contracts With Companies Boycotting Israel*. Contractor acknowledges that in accordance with Chapter 2270 of the Texas Government Code, the City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The terms " boycott Israel" and" company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this* Agreement*, Contractor certifies that Contractor' s signature provides written verification to the City that Contractor: (1) does not boycott Israel, and (2) will not boycott Israel during the term of the Agreement.***

(s) Immigration Nationality Act. As required by law, Contractor shall verify the identify and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by the City, Contractor shall provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Contractor shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any Contractor employee who is not legally eligible to perform such services. **CONTRACTOR SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY CONTRACTOR, CONTRACTOR'S**

EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES. City, upon written notice to Contractor, shall have the right to immediately terminate this Agreement for violation of this provision by Contractor.

(t) *Representations*. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its legal counsel.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESSED OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE CITY COMMISION OF THE CITY OF BROWNSVILLE.

EXECUTED THIS _____ DAY OF _____, 2023.

OWNER:	CONTRACTOR:
_____	_____
(Signature)	(Signature)
_____	_____
Print Name:	Print Name:
City of Brownsville	

Approved as to Form:

_____
Will Trevino
City Attorney

FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES

It is the responsibility of the Bidder to ensure that all clauses applicable to the work of an Agreement resultant from this Purchase Order are adhered to by the Contractor and its Sub-contractors when applicable.

Sec.	Contract Clause	Applicability to Type of Contract
1.	Fly America Requirements	When Transportation Paid By FTA Funds
2.	Buy America Requirements	Value > 100K for Construction, Goods, Rolling Stock
3.	Seismic Safety Requirements	New Construction/Additions
4.	Energy Conservation Requirements	All
5.	Lobbying	Construction, A/E, Services, Rolling Stock
6.	Access to Records and Reports	Construction, A/E, Services, Rolling Stock
7.	Federal Changes	All
8.	Recycled Products	Value > 10K In Fiscal Year
9.	Davis-Bacon and Copeland Anti-Kickback Acts	Construction > $2000
10.	Contract Work Hours and Safety Standards Act	Construction > $2000, Rolling Stock, Operational > $2,500
11.	No Government Obligation to Third Parties	All
12.	Program Fraud and False or Fraudulent Statements and Related Acts	All
13.	Termination	Value > 10K
14.	Government-Wide Debarment and Suspension (Non-procurement)	Value > 25K
15.	Privacy Act	All
16.	Civil Rights Requirements	All
17.	ADA Access Requirements	All
18.	Patent and Rights in Data	Research Projects Only
19.	Disadvantaged Business Enterprise (DBE)	All
20.	Incorporation of FTA Terms	All
21.	Metric Requirements	Sealed Bid Procurements, Rolling Stock, Construction
22.	Conformance with National ITS Architecture	Contracts and Solicitations for ITS projects only
23.	Corridor Preservation	Right of Way Development
24.	Veterans Employment	Capital Projects

1. FLY AMERICA REQUIREMENTS

49 U.S.C. §40118
41 CFR Part 301-10.131 - 301-10.143

Applicability to Contracts: The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.
Flow down Requirements: The Fly America requirements flow down from NCTD to first tier contractors, who are responsible for ensuring that lower tier contractors and sub-contractors are in compliance.
Fly America- The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10.131 - 301-10.143, which provide that

recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

2. CARGO PREFERENCE REQUIREMENTS

46 U.S.C. 55305

Applicability to Contracts: The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

Flow down Requirements: The Cargo Preference requirements apply to all subcontracts when the subcontract may be involved with the transport of equipment, material, or commodities by ocean vessel.

Cargoes Procured, Furnished, or Financed by the United States Government - (a) Definition.-In this section, the term "privately-owned commercial vessel of the United States" does not include a vessel that, after September 21, 1961, was built or rebuilt outside the United States or documented under the laws of a foreign country, until the vessel has been documented under the laws of the United States for at least three (3) years.

(b) Minimum Tonnage.-When the United States Government procures, contracts for, or otherwise obtains for its own account, or furnishes to or for the account of a foreign country, organization, or persons without provision for reimbursement, any equipment, materials, or commodities, or provides financing in any way with Federal funds for the account of any persons unless otherwise exempted, within or without the United States, or advances funds or credits, or guarantees the convertibility of foreign currencies in connection with the furnishing or obtaining of the equipment, materials, or commodities, the appropriate agencies shall take steps necessary and practicable to ensure that at least 50 percent (50%) of the gross tonnage of the equipment, materials, or commodities (computed separately for dry bulk carriers, dry cargo liners, and tankers) which may be transported on ocean vessels is transported on privately-owned commercial vessels of the United States, to the extent those vessels are available at fair and reasonable rates for commercial vessels of the United States, in a manner that will ensure a fair and reasonable participation of commercial vessels of the United States in those cargoes by geographic areas.

(c) Waivers.-The President, the Secretary of Defense, or Congress (by concurrent resolution or otherwise) may waive this section temporarily by-

(1) Declaring the existence of an emergency justifying a waiver; and

(2) Notifying the appropriate agencies of the waiver.

(d) Programs of Other Agencies.-

(1) Each department or agency that has responsibility for a program under this section shall administer that program with respect to this section under regulations and guidance issued by the Secretary of Transportation. The Secretary, after consulting with the department or agency or organization or person involved, shall have the sole responsibility for determining if a program is subject to the requirements of this section.

(2) The Secretary-

(A) shall conduct an annual review of the administration of programs determined pursuant to paragraph (1) as subject to the requirements of this section;

(B) may direct agencies to require the transportation on United States-flagged vessels of cargo shipments not otherwise subject to this section in equivalent amounts to cargo determined to have been shipped on foreign carriers in violation of this section;

(C) may impose on any person that violates this section, or a regulation prescribed under this section, a civil penalty of not more than $25,000 for each violation willfully and knowingly committed, with each day of a continuing violation following the date of shipment to be a separate violation; and

(D) may take other measures as appropriate under the Federal Acquisition Regulations issued pursuant to section 25(c)(1) 1 of the Office of Federal Procurement Policy Act (41 U.S.C. 421(c)(1) 2 or contract with respect to each violation.

(e) Security of Government-Impelled Cargo.-

(1) In order to ensure the safety of vessels and crewmembers transporting equipment, materials, or commodities under this section, the Secretary of Transportation shall direct each department or agency (except the Department of Defense), when responsible for the carriage of such equipment, materials, or commodities, to provide armed personnel aboard vessels of the United States carrying such equipment, materials, or commodities if the vessels are transiting high-risk waters.

(2) The Secretary of Transportation shall direct each department or agency responsible to provide armed personnel under paragraph (1) to reimburse, subject to the availability of appropriations, the owners or operators of applicable vessels for the cost of providing armed personnel.

(3) In this subsection, the term "high-risk waters" means waters so designated by the Commandant of the Coast Guard in the Port Security Advisory in effect on the date on which an applicable voyage begins.

(Pub. L. 109–304, §8(c), Oct. 6, 2006, 120 Stat. 1642; Pub. L. 110–417, div. C, title XXXV, §3511(a), (b), Oct. 14, 2008, 122 Stat. 4769; Pub. L. 112–213, title V, §503, Dec. 20, 2012, 126 Stat. 1575.)

3. SEISMIC SAFETY REQUIREMENTS

42 U.S.C. 7701 Et seq.
49 CFR Part 41

Applicability to Contracts: The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.
Flow down Requirements: The Seismic Safety requirements flow down from NCTD to first tier contractors to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all sub-contractors.
Seismic Safety - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a sub-contractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project. The contractor will facilitate and follow Executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 U.S.C. 7704 note, except as the Federal Government determines otherwise in writing.

4. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.
49 CFR Part 622

Applicability to Contracts: The Energy Conservation requirements are applicable to all contracts.
Flow down Requirements: The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and, sub-recipients and their sub-agreements at every tier.
Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The contractor agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA funds required under FTA regulations, "Requirements for Energy Assessments," 49 CFR part 622, subpart C.

5. LOBBYING

31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

Applicability to Contracts: The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

Flow Down Requirements The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not taken any action involving the Project or the Underlying Agreement for the Project, including any award, extension, or modification. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to NCTD.

6. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325
18 CFR 18.36(i)
49 CFR 633.17

Applicability to Contracts: Reference Chart "Requirements for Access to Records and Reports by Type of Contracts", Item 6 of this Section.

Flow down Requirements FTA does not require the inclusion of these requirements in subcontracts.

Access to Records - The following access to records requirements apply to this Contract:

(1) The Contractor agrees to provide NCTD, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(2) Where NCTD or a sub-grantee of NCTD in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a) 1) through other than competitive bidding, the Contractor shall make available records related to the contract to NCTD, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
Non State Grantees A. Contracts below SAT ($100,000) B. Contracts above $100,000/ Capital Projects	Yes[1] Yes[1]	Those imposed on nonstate Grantee pass thru to Contractor	Yes Yes	Yes Yes	Yes Yes	Yes Yes

(3) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(4) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until NCTD, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

(5) FTA does not require the inclusion of these requirements in subcontracts.

(6) Requirements for Access to Records and Reports by Types of Contract Sources of Authority: [1] 18 CFR 18.36 (i)

7. FEDERAL CHANGES

49 CFR Part 18

Applicability to Contracts: The Federal Changes requirement applies to all contracts. **Flow down Requirements**: The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between NCTD and FTA , as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

8. RECYCLED PRODUCTS

42 U.S.C. 6962
40 CFR Part 247
Executive Order 12873

Applicability to Contracts: The Recycled Products requirements apply to all contracts for items designated by the EPA, when the Contractor procures $10,000 or more of one (1) of these items during the fiscal year, or has procured $10,000 or more of such items in the previous fiscal year, using Federal funds.
Flow down Requirements: These requirements flow down to all contractor and sub-contractor tiers.
Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the

Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. The contractor agrees to comply with the U.S. Environmental Protection Agency (US EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR part 247.

9. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

49 U.S.C. 5333
40 U.S.C. 3141 – 3144
40 U.S.C. 3146 – 3147
18 U.S.C. 874
40 U.S.C. 3145

Applicability to Contracts: The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, ***et seq.*** and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i) (5). The Acts apply to any construction contract over $2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating." 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (***see*** 29 FR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

Flow down Requirements: Applies to third party contractors and sub-contractors

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than Monthly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one (1) classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its sub-contractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n) (4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n) (4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and shall advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) days of receipt and shall advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with thirty (30) days of

receipt and shall advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - NCTD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any sub-contractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, NCTD may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to NCTD for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a) (3) (i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all sub-contractors.
(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or sub-contractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a) (3) (i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or sub-contractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or sub-contractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or sub-contractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Sub-contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices.

Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or sub-contractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier sub-contractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a sub-contractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or Contractor who has an interest in the contractor's Contractor is a person or Contractor ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or Contractor ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by §5.5(a) or §4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any sub-contractor responsible therefor shall be liable for the

unpaid wages. In addition, such contractor and sub-contractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or sub-contractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or sub-contractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in §5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or sub-contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or sub-contractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or sub-contractor will permit such representatives to interview employees during working hours on the job.
(The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget:

OMB Control Number

(a)(1)(ii)(B) 1215-0140
(a)(1)(ii)(C) 1215-0140
(a)(1)(iv) 1215-0140
(a)(3)(i) 1215-0140,
1215-0017
(a)(3)(ii)(A) 1215-0149
(c) 1215-0140,
1215-0017

[48 FR 19540, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 55 FR 50150, Dec. 4, 1990; 57 FR 28776, June 26, 1992; 58 FR 58955, Nov. 5, 1993; 61 FR 40716, Aug. 5, 1996; 65 FR 69693, Nov. 20, 2000; 73 FR 77511, Dec. 19, 2008]
Effective Date Note: At 58 FR 58955, Nov. 5, 1993, §5.5 was amended by suspending paragraph (a)(1)(ii) indefinitely.

10. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
29 CFR Part 5
40 U.S.C. 3701 et seq.
40 U.S.C. 3702

Applicability to Contracts: The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, *et seq.* The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from … the [Federal] Government." 40 USC 3701(b) (1) (B) (iii) and (b) (2), 29 CFR 5.2(h), 49 CFR 18.36(i) (6).
The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work" with a value greater than $100,000. These nonconstruction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed "commercial items." 40 USC 3707, 41 USC 403 (12) **Flow down Requirements**: Applies to third party contractors and sub-contractors.

(1) **Overtime requirements** - No contractor or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any sub-contractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and sub-contractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - NCTD shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or sub-contractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The Contractor or sub-contractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in paragraphs (1) through (4) of this section.

11. NO GOVERNMENT OBLIGATION TO THIRD PARTIES
Applicability to Contracts: Applicable to all contracts.
Flow down Requirements: This concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.
No Obligation by the Federal Government.

(1) NCTD and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to NCTD, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the sub-contractor who will be subject to its provisions.

12. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.
49 CFR Part 31
18 U.S.C. 1001
49 U.S.C. 5307

Applicability to Contracts: These requirements are applicable to all contracts.
Flow down Requirements: These requirements flow down to contractors and sub-contractors who make, present, or submit covered claims and statements.
Program Fraud and False or Fraudulent Statements or Related Acts

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two (2) clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the sub-contractor who will be subject to the provisions.

13. TERMINATION

49 CFR Part 18
FTA Circular 4220.1F

See Section 16 of the Purchase Order Terms & Conditions

14. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

49 CFR 18
2 CFR 1200
2 CFR 180
Executive Orders 12549 and 12689
31 U.S.C. 6101

Background and Applicability: In addition to the contracts covered under 2 CFR 180.220(b) of the OMB guidance, this part applies to any contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, Contractor, or its agent or representative in any transaction, if the contract is to be funded or provided by the Department of Transportation under a covered non-procurement transaction and the amount of the contract is expected to equal or exceed $25,000. This extends the coverage of the Department of Transportation non-procurement suspension and debarment requirements to all lower tiers of subcontracts under covered non-procurement transactions, as permitted under the OMB guidance at 2 CFR 180.220(c) (see optional lower-tier coverage in the figure in the appendix to 2 CFR part 180).This government-wide regulation implements Executive

Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).
These provisions apply to all NCTD contracts and subcontracts at any level expected to equal or exceed $25,000 as well as any contract or subcontract (at any level) for federally required auditing services. These are contracts and subcontracts referred to in the regulation as "covered transactions."
Grantees, contractors, and sub-contractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System (EPLS), (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. Grantees, contractors, and sub-contractors who enter into covered transactions also must require the entities they contract with to comply 2 CFR 180 and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).
Flow down Requirements: These requirements flow down to contractors and sub-contractors at all levels.
Suspension and Debarment: This contract is a covered transaction for purposes of 49 CFR Part 18. As such, the contractor is required to verify that none of the contractor, its principals, are excluded or disqualified as defined under Executive Orders Nos. 12549 and 12689.
The contractor is required to comply with 2 CFR 1200, and must include the requirement to comply with 2 CFR 1200, Subpart C in any lower tier covered transaction it enters into.
By signing and submitting its bid or proposal, the bidder certifies as follows:
The certification in this clause is a material representation of fact relied upon by NCTD. If it is later determined that the bidder knowingly rendered an erroneous certification, in addition to remedies available to NCTD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder agrees to comply with the requirements 2 CFR 180 while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

15. PRIVACY ACT

5 U.S.C. 552

Applicability to Contracts: When NCTD maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.
Flow down Requirements: The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.
Contracts Involving Federal Privacy Act Requirements: The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:
(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

16. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

(1) The Contractor will be required to comply with these applicable civil rights, nondiscrimination, and equal employment opportunity laws and regulations:

i. 49 CFR Part 21, 49 CFR Part 25, 49 CFR Part 26, 49 CFR Part 27, 49 CFR Part 37, 49 CFR Part 38, 49 CFR Part 39, 20 U.S.C. §§ 1681 – 1683 and 1685 – 1687, 21 U.S.C. § 1101, 29 U.S.C. § 794, et seq., 42 U.S.C. § 290dd – 290dd-2, 42 U.S.C. § 2000d, 42 U.S.C. § 3601, 42 U.S.C. § 4541, 42 U.S.C. § 6101 – 6107, 42 U.S.C. § 12101, et seq., 42 U.S.C § 12132, 49 U.S.C § 5307 (c)(1)(D)(ii), 49 U.S.C § 5332, California Civil Code § 51, California Government Code § 11135 ii. 29 CFR Part 1630, 41 CFR Part 60, 29 U.S.C. § 623, 42 U.S.C. § 2000e, 42 U.S.C. § 12112, California Government Code § 12900 - 12996 iii. 49 U.S.C. § 5325 (k).

iv. Fixing America's Surface Transportation (FAST) Act, Public Law No: 114-94, as may be amended.

(2) The Civil Rights requirements flow down to all third party sub-contractors and their subcontracts at every tier.

(3) The following requirements apply to a contract awarded as a result of this solicitation:

i. Nondiscrimination - In accordance with U.S. Department of Transportation (DOT), Federal, and State of California regulations 49 CFR Part 21, 49 CFR Part 25, 49 CFR Part 27, 49 CFR Part 37, 49 CFR Part 38, 49 CFR Part 39, the Rehabilitation Act of 1973, as amended, 20 U.S.C. §§ 1681 – 1683 and 1685 – 1687, 21 U.S.C. § 1101, 29 U.S.C. § 794, Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 290dd – 290dd-2, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 3601, 42 U.S.C. § 4541, 42 U.S.C. § 6102, 42 U.S.C. § 6101 – 6107, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, 42 U.S.C. § 12132, Federal transit law 49 U.S.C § 5307 (c)(1)(D)(ii), Federal transit law 49 U.S.C. § 5332, the Unruh Civil Rights Act, California Civil Code § 51, and California Government Code § 11135, the Contractor agrees that it will comply with the identified Federal and State of California laws and regulations, pertaining to NCTD programs and activities, to ensure that no person will be denied the benefits of, or otherwise be subjected to, discrimination (particularly in the level and quality of transportation services and transportation-related benefits) on the bases of race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, gender expression, age, marital status, genetic information, medical condition, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations, other implementing requirements the FTA may issue, and any other applicable Federal and State of California statutes and/or regulations that may be signed into law or promulgated. ii. Equal Employment Opportunity - The following equal employment opportunity requirements apply to a contract awarded as a result of this solicitation:

a. Race, Color, Ancestry, Marital Status, Medical Condition, Genetic Information, Religion, National Origin, Sex, Sexual Orientation, Gender Identity, Gender Expression - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and , the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), Fair Employment and Housing Act, California Government Code Sections 12900 - 12996 and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect Bidder agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, ancestry, religion, marital status, medical condition, genetic information, national origin, sex, sexual orientation, gender identity, gender expression, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue, and any other applicable Federal statutes that may be signed into law or Federal regulations that may be promulgated.

b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal

Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(4) The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

17. ADA ACCESS REQUIREMENTS

49 U.S.C. § 5301, 29 U.S.C. § 794, 42 U.S.C. § 12101

Applicability to Contracts: The Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

18. PATENT AND RIGHTS IN DATA

37 CFR Part 401
49 CFR Parts 18 and 19

Applicability to Contracts: Patent and rights in data requirements for federally assisted projects ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual.

Flow down Requirements: The Patent and Rights in Data requirements apply to all contractors and their contracts at every tier.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. **Rights in Data** - The following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, NCTD or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may NCTD or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royaltyfree, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by NCTD or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, NCTD and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for NCTD or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, NCTD and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by NCTD or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither NCTD nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by NCTD or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that NCTD or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), NCTD and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in

U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Contractors under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. **Patent Rights** - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, NCTD and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), NCTD and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Contractors Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

19. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Section 1101(b) of MAP-21 (23 U.S.C. § 101 note)

(1) NCTD encourages DBE participation in this solicitation. In order to qualify as a DBE, a Contractor, or a Contractor's sub-contractor, must be certified as a DBE under 49 CFR Part 26. As a recipient of Federal funds, NCTD must comply, and insure that it's Contractor(s) comply with 49 CFR Part 26, Section 1101(b) of MAP-21 (23 U.S.C. § 101 note).

(2) DBE Requirements/DBE Obligation:

i. The Contract to be awarded may be funded in part by the U.S. Department of Transportation (DOT) FTA. As a condition of financial assistance agreements between NCTD and the U.S. DOT, NCTD has established a DBE Program and overall triennial DBE goal in accordance with Title 49 CFR, Part 26. ii. The Contract to be awarded may be funded in part by the U.S. DOT FTA. As a condition of financial assistance agreements between NCTD and the U.S. DOT, NCTD has established a DBE Program and overall triennial DBE goal in accordance with Title 49 CFR, Part 26.

iii. Pursuant to Race-Neutral DBE policy directive issued by the U.S. DOT in response to the Ninth Circuit U.S. Court of Appeals decision in Western States Paving v. Washington State Department of Transportation and the FTA's Guidance (Docket No. FTA-2006-24063; dated March 23, 2006), NCTD will strictly utilize race-neutral measures to meet its overall DBE goals and objectives. Contractors are encouraged to afford small businesses, including DBEs, an equitable opportunity to compete for and perform on a contract resulting from this solicitation.

iv. The Contractor, and any of its sub-contractors, are to ensure that DBE as defined in 49 CFR Part 26 have equal opportunities to participate in the performance of NCTD contracts. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the equal opportunities to compete for and are awarded contracts. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this U.S. DOT-assisted contract. Each subcontract the Contractor signs with a sub-contractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

v. MAP-21 §1101(b), 23 U.S.C. Section 101 note, extends the Federal statutory requirement that FTA make available at least 10 percent (10%) of its funding under that Act for contracts with small business concerns owned and controlled by socially and economically disadvantaged people. NCTD and sub-recipients (Contractor and its sub-contractors) of FTA-funding assists FTA in meeting this national goal. To receive FTA assistance, NCTD and sub-recipients (Contractor and its sub-contractors) of FTA-funding must comply with applicable requirements of DOT regulations 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". As NCTD is required to have a DBE program, the third-party contracts that NCTD has included in its DBE program determine whether the NCTD meets the DBE threshold for goal setting, and the goal if the threshold is met.

(3) DBE Financial Institutions

i. The Contractor is to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage sub-contractors to make use of these institutions also.

ii. A list of Minority Owned Banks is on the Federal Reserve website at http://federalreserve.gov/releases/mob/current/default.htm. The Federal Reserve website is updated periodically.

iii. The Contractor is encouraged to use the services offered by banks in the community which are owned and controlled by minorities or women when feasible and beneficial.

(4) DBE Reporting and Certification

i. Monthly reporting requires the submittal of a "Monthly Sub-contractor Payment Report", which is used by NCTD to verify payments to DBE and non-DBE sub-contractors. When completing this form, the Contractor must designate DBE sub-contractors by placing an asterisk in front of their name. As Federal law requires that NCTD have proof of payment to a DBE sub-contractor, the sub-contractor must initial the form and verify payment received. Failure to submit a properly executed form will result in delayed payment. Failure to submit these reports in a timely manner may result in a penalty of $10 per day, per report.

ii. In order for the Contractor to submit a properly executed "Monthly Sub-contractor Payment Report," the Contractor must verify that Sub-contractors DBE certification is current at time of payment.

iii. Certified Contractors can be found at the State of California web site: http://www.dot.ca.gov/hq/bep/find_certified.htm

(5) DBE Contract Assurance (49 CFR 26.13)

i. NCTD does not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. NCTD takes all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT assisted contracts. NCTD's DBE Program as required by 49 CFR Part 26 and as approved by U.S. DOT will be is incorporated by reference into the contract resulting from this solicitation. ii. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is no limited to:

a. Withholding monthly progress payments;
b. Assessing sanctions;
c. Liquidated damages; and/or
d. Disqualifying the Contractor from future bidding as non-responsible.

(6) DBE Prompt Payment (49 CFR 26.29)

i. Not later than ten (10) days after receipt of each progress payment from NCTD, the successful Bidder shall pay to any sub-Contractor performing any work, the respective amounts allowed to the successful Bidder for work performed by the sub-Contractor, to the extent of each sub-Contractor's interest therein, unless otherwise agreed to in writing. In addition, for projects that invoice only at the completion of the project, within seven (7) days of the successful Bidder receipt of released retention from NCTD upon completion of the project as defined in California Public Contract Code section 7107 the successful Bidder shall pay each of its sub-Contractors from whom retention has been withheld, each sub-Contractors share of the retention received, in accordance with the provisions of California Public Contract Code section 7107. For projects that issue progress payment invoices, upon incremental acceptance of any portion of the work by NCTD, the successful Bidder shall pay each of its sub-Contractors from whom retention has been withheld, each subContractors share of the retention received, in accordance with the provisions of California Public Contract Code section 7107. This clause applies to both DBE and non-DBE sub-Contractors.

ii. Failure to comply with these provisions or delay in payment without prior written approval from NCTD will constitute noncompliance, which will result in appropriate administrative sanctions, including, but not limited to a penalty of 2% of the amount due per month for every month that payment is not made.

(7) DBE Breach of Contract

i. Failure to carry out the requirements of these provisions constitutes a breach of contract and may result in termination of the contract by NCTD or imposition of other appropriate sanctions pursuant to 49 CFR Part 26.13 (b).

(8) Civil Rights Policy Statements

i. NCTD's DBE Policy Statement for its FTA approved DBE program is located at the following website: http://www.gonctd.com/wp-content/uploads/2013/05/Policy-25.pdf

ii. NCTD's Discrimination Complaint Procedures Policy Statement for its Title VI/Unruh program is located at the following website: http://www.gonctd.com/wp-content/uploads/2013/05/Policy-26.pdf

iii. NCTD's EEO Policy Statement for its EEO program is located at the following website: http://www.gonctd.com/wp-content/uploads/2013/05/Policy-27.pdf

20. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS FTA Circular 4220.1F

Applicability to Contracts: The incorporation of FTA terms applies to all contracts and subcontracts at every tier.

Flow Down Requirements The incorporation of FTA terms has unlimited flow down.

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the most current FTA Circular 4220, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any NCTD requests which would cause NCTD to be in violation of the FTA terms and conditions.

21. METRIC REQUIREMENTS

15 U.S.C. §§205

2007-Pub. L. 110–69

As required by U.S. DOT or FTA, NCTD agrees to use the metric system of measurement in its Project activities, pursuant to the Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. §§ 205a et seq.; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. § 205a note; and other U.S. DOT or FTA regulations, guidelines, and policies. To the extent practicable and feasible, the NCTD agrees to accept products and services with dimensions expressed in the metric system of measurement.

22. NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS (ITS) ARCHITECTURE AND STANDARDS

23 U.S.C. Section 517(d)

23 U.S.C. §502

Intelligent transportation system (ITS) property and services must comply with the National ITS Architecture and Standards to the extent required by 23 U.S.C. Section 517(d) and FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 FR 1455 et seq., January 8, 2001, and later published policies or implementing directives FTA may issue. Consequently, third party contracts involving ITS are likely to require provisions to ensure compliance with Federal requirements.

23. CORRIDOR PRESERVATION

49 U.S.C. 5323(q)

The Recipient agrees not to develop right-of way acquired under 49 U.S.C. § 5323(q), as amended by MAP-21, in anticipation of its Project until all required environmental reviews for that Project have been completed.

24. VETERANS EMPLOYMENT

49 U.S.C. 5325 (k)

Veterans Employment. As provided by 49 U.S.C. § 5325(k): a. To

the extent practicable, Contractor agrees that it:

1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and
2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and

b. Contractor also assures that its sub-recipients will:

1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and
2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Helen Ramirez
City Manager

June 30, 2023

Region 6 Office
Federal Transit Administration
Fritz G. Lanham Federal Building
819 Taylor Street, Room 14A02
Fort Worth, TX 76102

RE: Financial Commitment Letter for TIGER Rehab Project TRP-87-0923

Dear Ms. Lyssy,

The FY 2016 TIGER Discretionary Grant, awarded to the City of Brownsville and executed on March 13, 2019, is part of the Department of Transportation's National Infrastructure Investments Under the Consolidated appropriations Act, 2016, 81 FR 9935 (February 26, 2016).

The final project on this grant is to improve site safety and function of the Jose Colunga Maintenance Yard. This will include a new access point from Billy Mitchell Boulevard, improving drainage and stormwater runoff controls. The construction of a new fuel island and addition of aboveground storage tanks. Additional improvements include modernizing the bus wash station, securing site with improved perimeter fencing and cameras, and paving station and parking areas.

The City of Brownsville is committed to completing this project. The City of Brownsville will contribute an additional $ 2.5 million dollars. These funds will cover a shortage of funds required to complete the construction project as quoted on bid # TRP-87-0923, details below:

Total Funding Sources	$ 6,343,014
Total Project Cost	$ 8,739,623
Project Shortage	$ (2,396,609

	65-8118-9448-04 FTA TIGER 65	803-8110-9449-01 2017 CO 803	808-9110-9449-01 General Fund 808	Totals
Funding Sources	**$ 3,680,000**	**$ 1,263,014**	**$ 1,400,000**	**$ 6,343,014**
Engineering Expense	$ (314,014)	$ (148,070)	$ -	$ (462,084)
Equipment Purchases	$ (787,857)			$ (787,857)
			Subtotal after Engineering and Equipment Purchase	**$ 5,093,073**
			Construction Bid Ziwa	$ 7,489,682
			Shortage	**$(2,396,609)**

If you require any additional information, or have any questions, please contact Mr. Joel Garza, Multimodal Transportation Director, at (956) 541-4881.

Sincerely,

Helen Ramirez

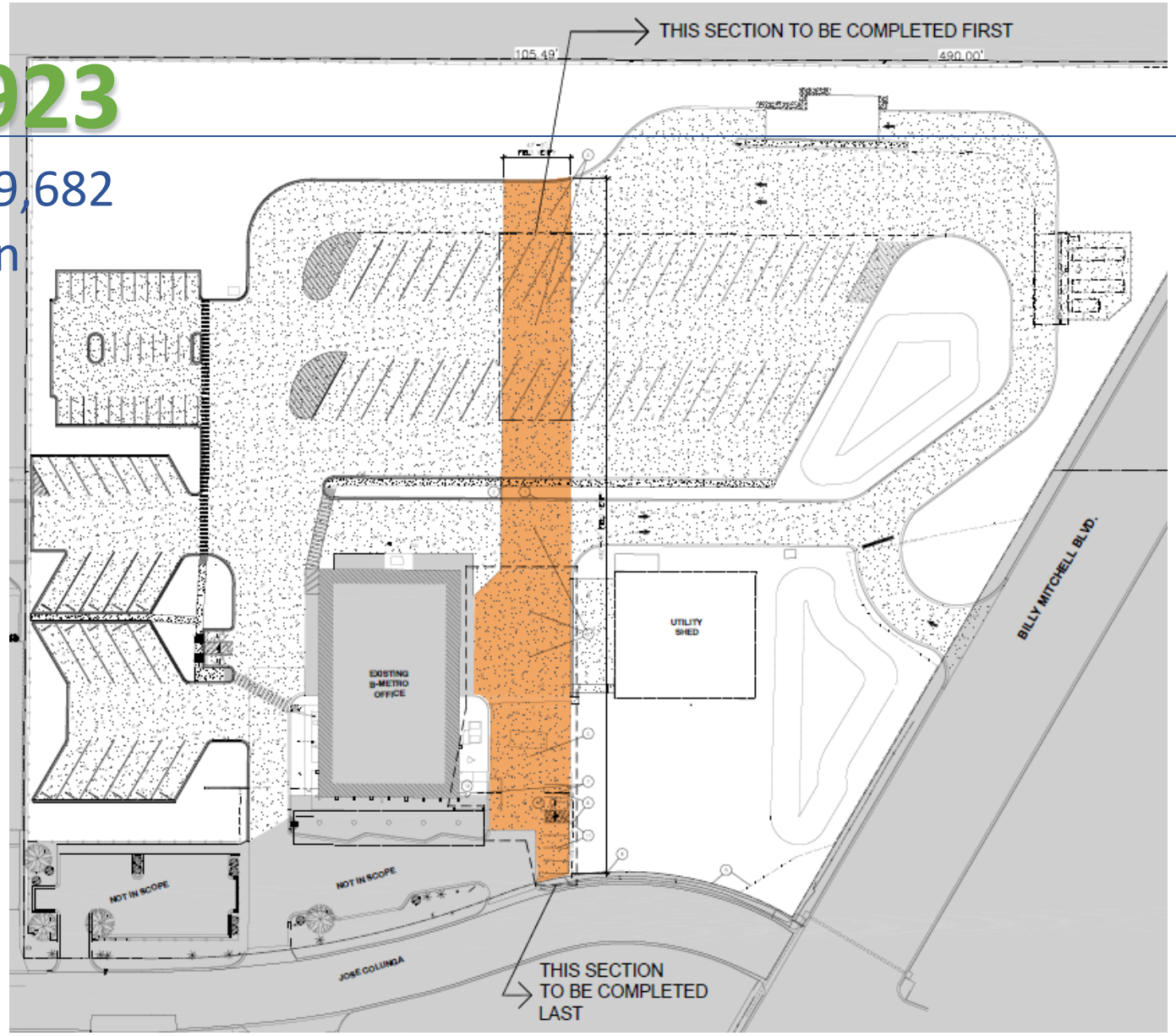
City Manager

City of Brownsville, Texas

TRP-87-0923

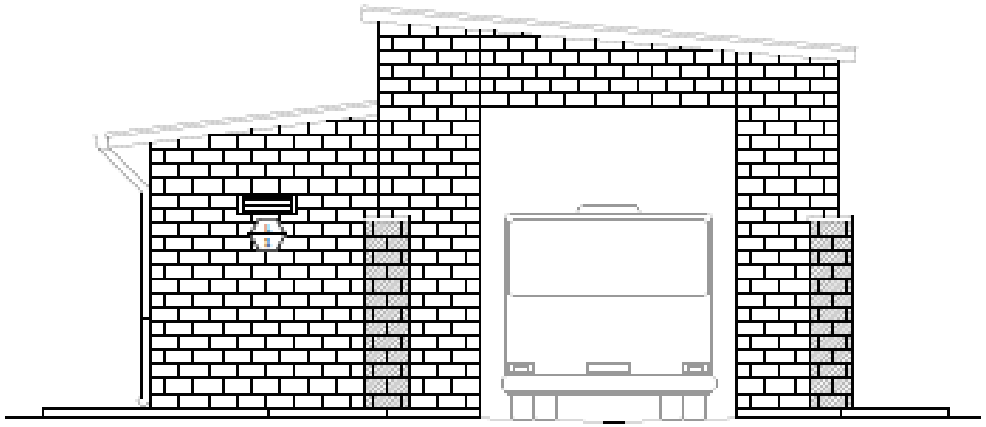
Total Bid: $ 7,489,682

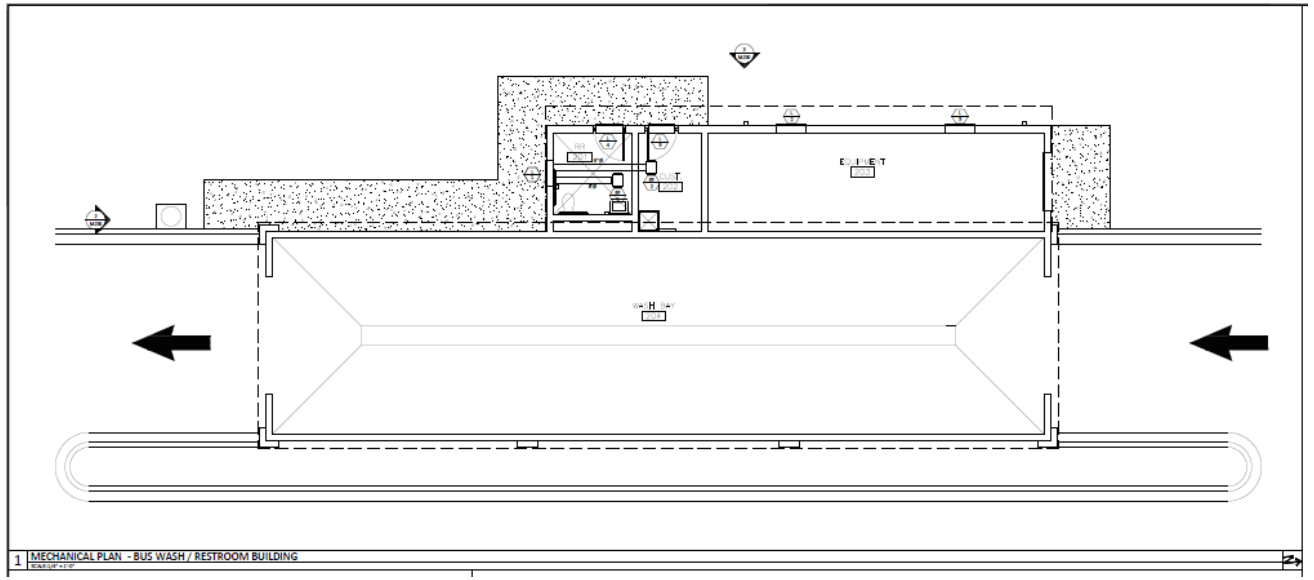
ZIWA Corporation



TRP-87-0923

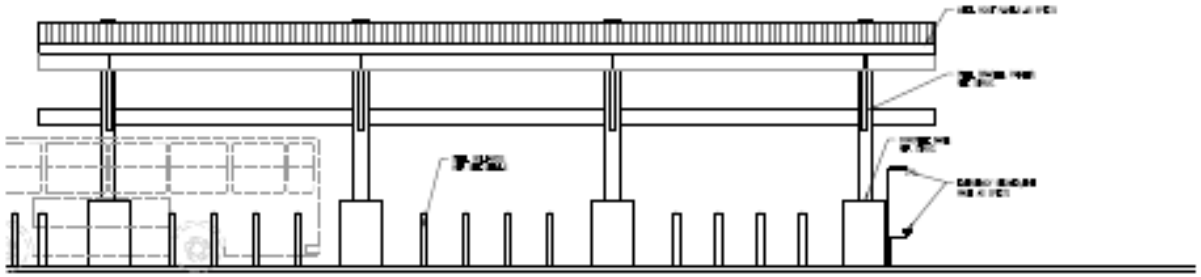
Bus Wash Building
Future XJ402 Bus Wash



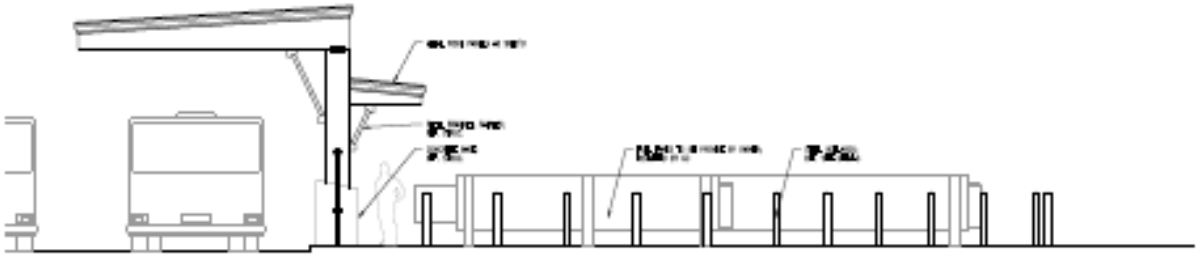


TRP-87-0923

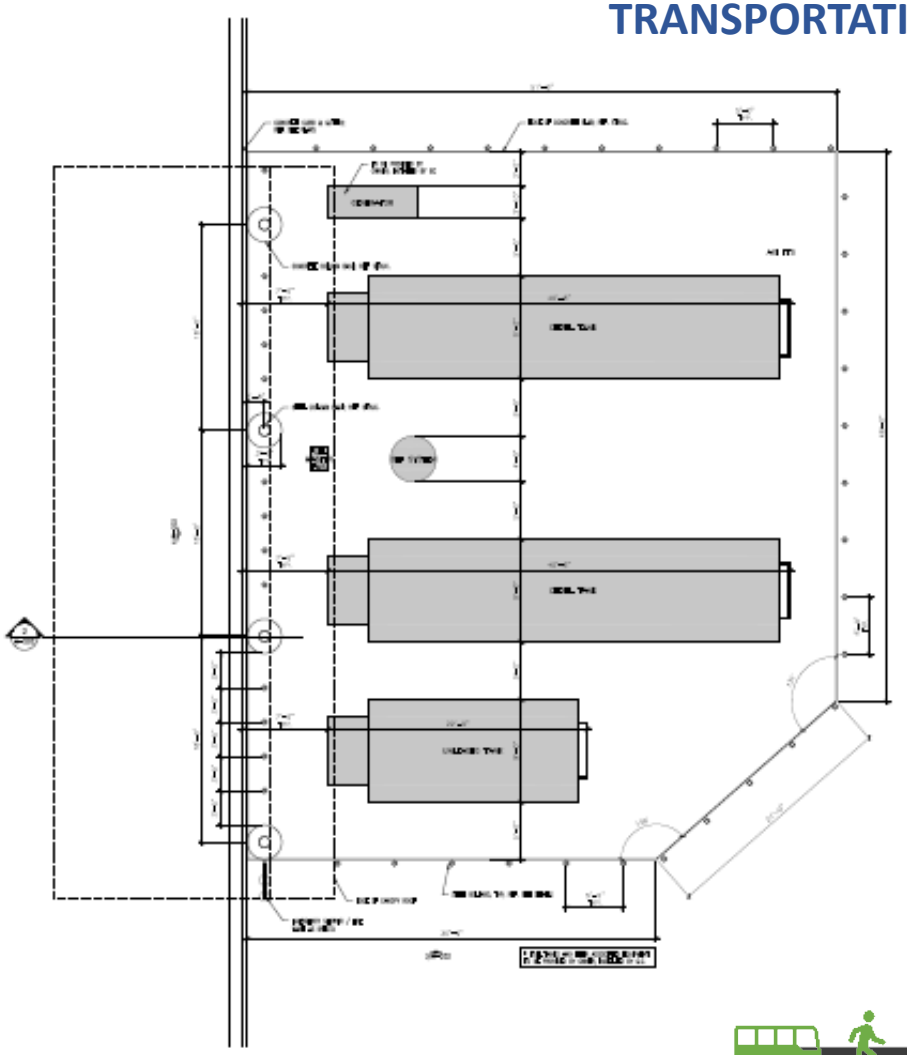
Fuel Tanks and Canopy



4 FUEL TANK CANOPY - ELEVATION



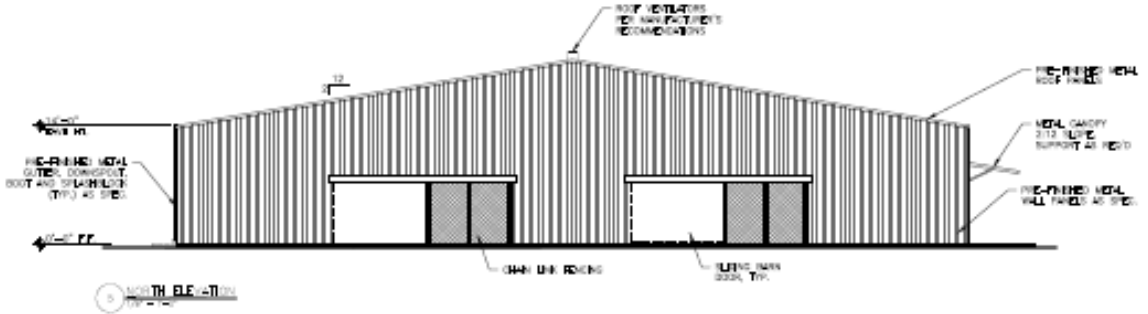
3 FUEL TANK CANOPY - ELEVATION

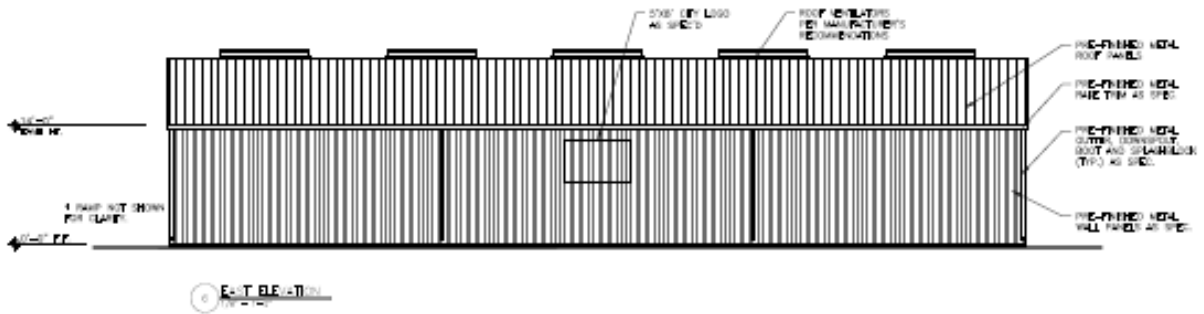


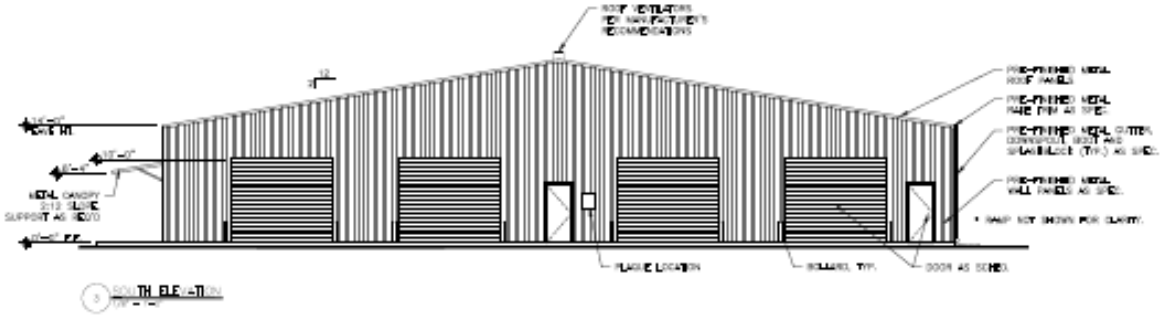
TRP-87-0923

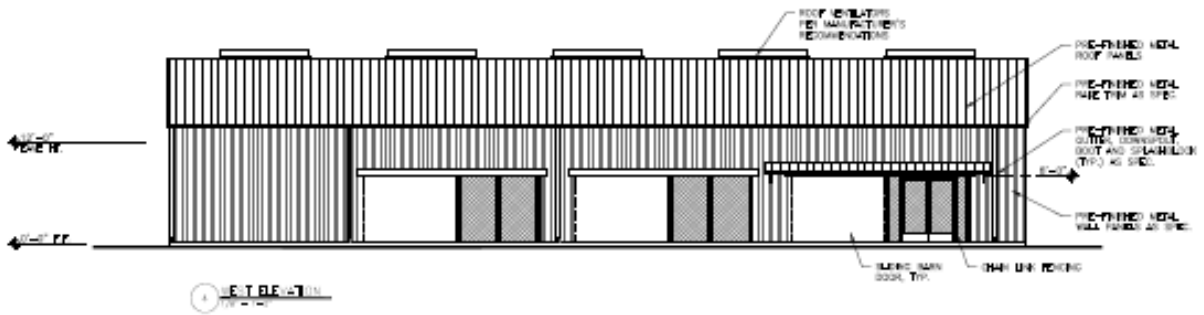
Storage Facility/Warehouse

MULTIMODAL TRANSPORTATION









To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Manuel Chacon, Communications & Marketing Director
Date:	Tuesday, July 11, 2023
Agenda #:	Consideration and **ACTION** to approve additional funding for project completion of the Communications & Marketing Department (CMD) Complex for an amount not to exceed $684,911, as budgeted, to cover the remaining costs of the CMD Complex project, including the purchase of audio and visual components, furniture, fixtures, equipment, and other related expenses. (Communications & Marketing Department)

Summary:
The Communications and Marketing Department (CMD) is seeking approval for additional funds to complete the Communications and Marketing Department Complex at 1312 E Adams St. CMD will return to the City Commission to seek authority to enter into contracts with vendors for audio and visual components, furniture, fixtures, and equipment prior to making any expenditures. Any required change orders will also come before the City Commission as those are processed.

Project Scope and Analysis:
The CMD complex initially received $3,462,268 in funding for Phase 1 of its construction. Gerlach Builders, LLC was awarded this funding through the Invitation for Bid (IFB) No. CMC-36-0422 for the restoration and renovation of the Communications and Marketing Department Complex.

The funding for this project was divided as follows: $1,900,000 was allocated from the Public, Educational, and Government (PEG) channel reserves, and $1,562,268 was obtained through a General Inter-fund loan. The loan was intended to be repaid from future PEG reserves, and it was estimated that the repayment would be completed within a six-year (6) period.

To cover the remaining costs of the project, including audio and visual components, furniture, fixtures, equipment, and other related expenses outlined in the accompanying presentation, an additional amount, not to exceed $684,911, is requested. These funds would also be acquired through an inter-fund loan from future PEG funds. However, this would extend the payback period by an additional two and a half years (2.5 years) for a total of eight years and six months

(8.5 years).

CMD staff met with the Office of the City Attorney, who opined that such an inter-fund loan and use of PEG funds was legal.

Funding:

Source: General Inter-fund Loan From Future PEG Funds

Amount: $684,911

Local Contribution if Applicable: n/a

Recommendation:
Staff recommends approval

Commission Pillar:
Infrastructure Pillar

Attachments:
1. CoB - CM Complex Presentation-COB Branding 6.28.2023

City of Brownsville

Communications & Marketing Department / Convention & Visitors Bureau Complex

1312 E. Adams St. Brownsville, TX



Project Goals and Objectives

Collaborative workspace/studio complex

Provide a **collaborative workspace / studio complex** that supports the growth of the Communications and Marketing Department, while also leading the **revitalization of Brownsville's historic downtown.**

Connectivity to the new E-bridge building

Provide an **outdoor amenity that creates connectivity to the new E-bridge building** and is a long-term asset to the City of Brownsville **supporting a variety of entertainment, cultural, and tourism events that energize downtown Brownsville** and make it a destination.

Tell Brownsville's Story

Ultimately the goal of the building, is to expand the **reach of the city to its citizens** and **tell the Brownsville story locally and nationally** through means such as Brownsville TV and other communications.

State of the art audio / visual

Provide **state of the art audio / visual** equipment and studio space in order to support the department's vision to be the nation's best example of a city that spearheads innovation, inspires passion in culture, and is a trailblazer in exploration.

Celebrate the building's history

Follow the historic building guidelines and utilize charming existing characteristics of the building as much as possible – both to **be prudent on cost, as well as to celebrate the building's history.**

Community Benefits



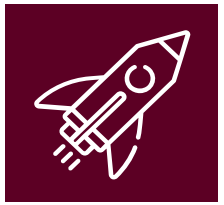
Catalyst for Downtown Activation

Supports the activation of this area of downtown with increased jobs, foot traffic, and events. This can also entice developers to invest in downtown. This block will become the creativity hub of downtown will draw people to the area



Enhanced infrastructure for citizen communications

The facilities will provide the technology, resources, and spaces that allow will allow for more means and improved means of communication with the community increasing transparency into city news and events



Program cultural events

The future stage and courtyard designed so that community events can be supported by the space



Large scale event capability

For large events, garage doors can be used to connect courtyard to lobby and support large numbers of people

Indirect Benefits of the Project Moving Forward



Alleviates the strain on the communications and marketing department present today

- Currently **shuttling** between two offices
- **Two offices** – tough on collaboration / teamwork / culture / productivity / ultimately – servicing community
- **Equipment doesn't fit** in the current space

Pyramid for lease

The pyramid being available for lease would create a revenue potential for the city.



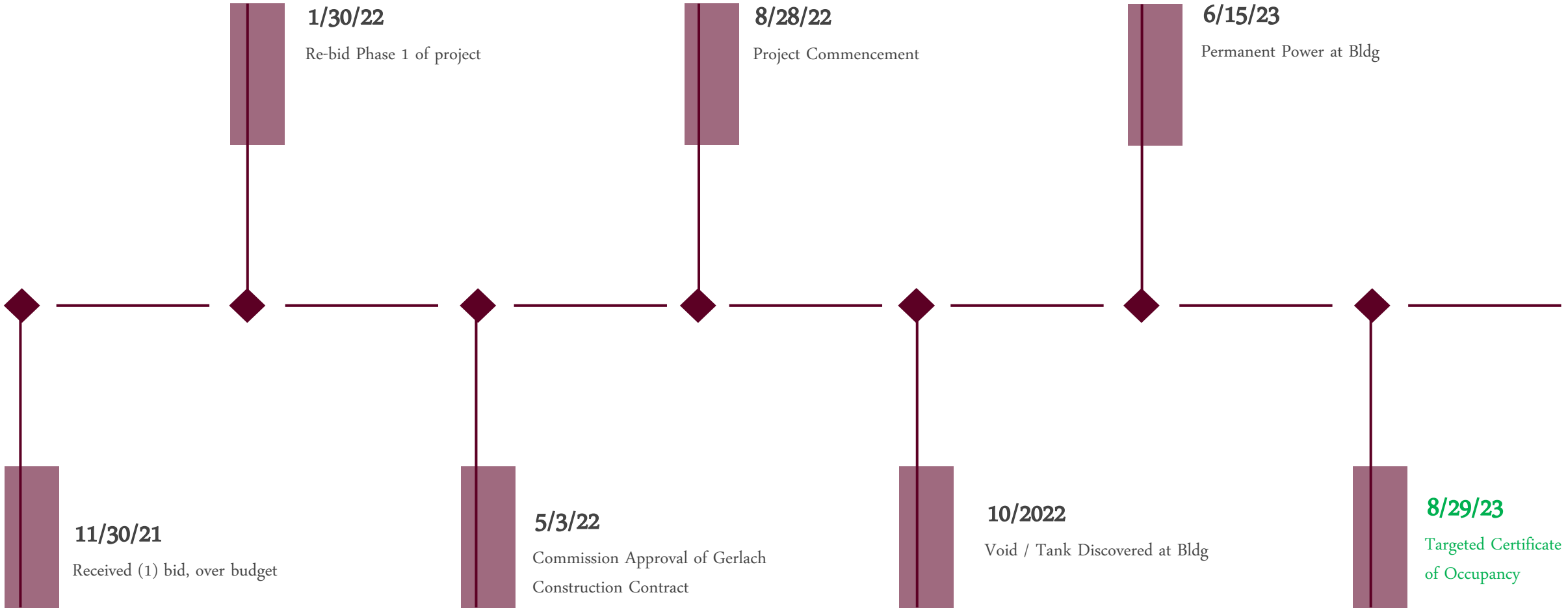


Contributes to Downtown Re

Contributes in the effort to revitalize downtown Brownsville

Current Schedule

Timeline



Funding To Date (Construction)

Source	Amount
PEG	$1,900,000
HOT Fund	$300,000
*Inter-fund Loan	$1,262,268
Total	**$3,462,268.00**

*To be paid by PEG fund over 6 years at 0% interest. If Commission approves the additional $684,911 requested, the total repayment period will be 8.5 years at 0% interest.

Value Engineering Review

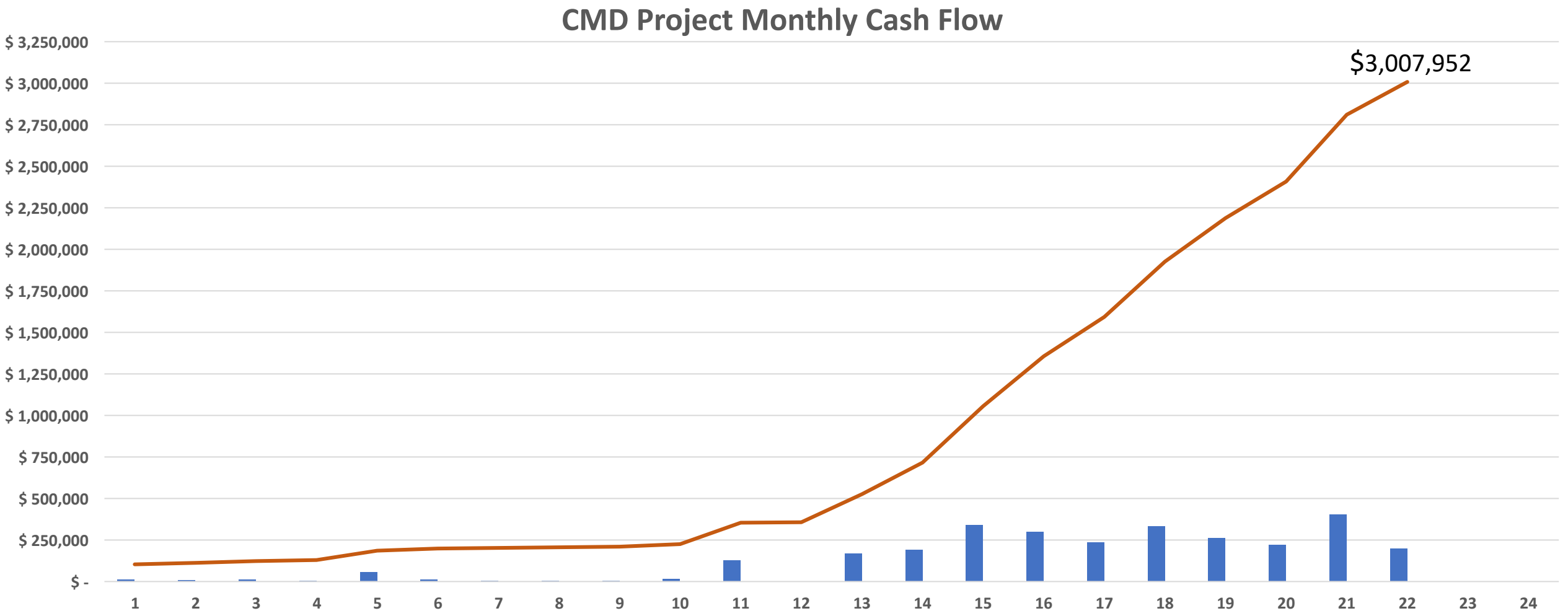
Invitation for Bids for The Communications and Marketing Department Complex Renovation Phase I

Base Bid	**$3,650,000.00**
Value Engineering	
Permit	$7,000.00
Structural Steel	$25,000.00
Toilet Accessories	$7,715.00
Fire Extinguishers	$975.00
HVAC 1	$6,914.00
HVAC 2	$4,396.00
HVAC 3	$4,099.00
HVAC 4	$2,748.00
HVAC 5	$1,343.00
HVAC Room 104 Option	$23,500.00
Elect Option 1 Gear	$2,042.00
General Contractor Credit	$20,000.00
IT Allowance	$142,000.00
Subtotal VE	**$247,732.00**
Add Alternate	
Maker Space	**$60,000.00**
Total	**$3,462,268.00**

BROWNSVILLE

WINDSOR GROUP
DEVELOPMENT ADVISORY & MANAGEMENT

Expended to Date



Remaining Expenses

	Spent To Date (From Commission Approval May 22):	Remaing On Contract (Inc Approve Changes)	Pending Submitted Changes	Exposures / Contingencies	Total
Architect (Roberto J Ruiz Inc)	$ -	$ 56,525	$ 107,950	$ 7,500.00	$ 171,975
Interior Designer (Studio Blue)	$ 9,894	$ 4,856	$ -	$ 5,000.00	$ 19,750
Proj Manager / Audio Visual (Windsor / DBA Fresh Up)	$ 72,500	$ 8,800	$ 22,000	$ 11,000.00	$ 114,300
PM / AV Reimbursable	$ 5,175		$ 4,200	$ 2,500.00	$ 11,875
Contractor (Gerlach)	$ 2,721,633.07	$ 777,640	$ 10,723	$ 46,100.00	$ 3,556,096
Signage (TBD)	$ -	$ -		$ 12,500.00	$ 12,500
A/V Equipment (Multiple Vendors)	$ -	$ -	$ 64,183	$ 5,500.00	$ 69,683
FF&E (Studio Blue / Texas Wilson)	$ -	$ -	$ 150,000	$ 13,500.00	$ 163,500
TOTAL NEEDED FOR PROJECT:	**$ 2,809,202**	**$ 847,821**	**$ 359,056**	**$ 103,600**	**$ 4,119,679**

Funded in May 2022 by Commission	
PEG	$ 1,900,000
HOT Reserves (General Fund Interfund Loan):	$ 300,000.00
General Fund Interfund Loan (Paid by PEG)	1,262,268
Total Funded:	**$ 3,462,268**
Total Funds Needed to Complete Project:	**$ 4,119,679**
TOTAL REQUESTED BUDGET TO COMPLETE:	**$ 657,411**

Summary of Exposures / Contingencies:

Pending Changes Notes	Pending Submitted Cost	Vendor
Doubtful but possible other design changes / add services	$ 5,500.00	Roberto J Ruiz
In case minor extra interior design services needed	$ 3,500.00	Studio Blue
in case of an extension of contract if project is late (2 mon)	$ 11,000.00	Windsor Group
Minor Travel in case of schedule extension	$ 2,500.00	Windsor Group
See separate table	$ 45,200.00	Gerlach
Have not purchased any additional signage but very typical	$ 12,000.00	Signage (TBD)
In case of price escalation	$ 4,500.00	AV (TBD)
In case of price escalation and revision of open market items	$ 15,500.00	Texas Wilson (FF&E)

Summary of Pending Submitted Changes:

Pending Changes Notes	Pending Submitted Cost	Vendor
Submitted cost proposal in review with legal for fee increase	$ 107,950.00	Roberto J Ruiz
PM new contract for extension of services to 9/23 (submitted)	$ 22,000.00	Windsor Group
PM new contract for extension of services to 9/23	$ 4,200.00	Windsor Group
CO-3 submitted ffor $283, CO-4 submitted for $10,440	$ 10,723.00	Gerlach Builders
(2) sweetwater quotes for $20,565.47 and $5,864.48 with CMD	$ 64,183.00	A/V (Multiple)
Current FF&E Quote - still minor revisions, not finalized	$ 135,000.00	Texas Wilson (FF&E)

Change Orders Summary

SIUBMITTED CHANGE ORDER	Cost Initially Proposed	Actual Cost	Negotiated Savings
Void Found Saw Cut and Remove Debris	$ 27,000.00	$ 9,660.00	$ 17,340.00
HVAC VE Reincorporation per Engineer Submittal feedback	$ 20,880.00	$ 10,440.00	$ 10,440.00
Material Price Increases	$ 10,991.70	$ 10,991.70	$ -
Wall Finish Changes	$ 25,000.00	$ (16,000.00)	$ 41,000.00
CREDIT - Removel of (9) Floor boxes and (1) additional floor box at green room, and conduit at stairs	$ (4,000.00)	$ (4,500.00)	$ 500.00
CREDIT - Millwork that was taken out of project replaced with FF&E	$ (15,000.00)	$ (15,000.00)	$ -
SubTotal:		**$ (4,408.30)**	**$ 69,280.00**

OTHER VALUE ADD	Cost Initially Proposed	Actual Cost	Negotiated Savings
New Metal Deck Roof	$ 37,000.00	$ -	$ 37,000.00

POTENTIAL CHANGE ORDER	Cost Initially Proposed	Expected Cost	Negotiated Savings
RFP - Bathroom,Shower, Office	$ 103,000.00	$ 27,750.00	$ 75,250.00
Raising Sensors / Conduits	$ 1,500.00	$ 1,350.00	$ 150.00
Allowances Reconciliation	$ 30,000.00	$ 24,500.00	$ 5,500.00
Wall Finish Changes	$ 25,000.00	$ 16,000.00	$ 9,000.00
Fiber Run from e-bridge	TBD	$ 15,000.00	$ -
Doorway Buzzer	TBD	$ 7,500.00	$ -
Studio Blue Décor Wall at Coffee Shop	TBD	$ 3,000.00	$ -
SubTotal:		**$ 95,100.00**	**$ 89,900.00**

Thank You

Communications & Marketing Department /
Convention & Visitors Bureau Complex



To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Yolanda Galarza, City Secretary
Date:	Tuesday, July 11, 2023
Agenda #:	Consideration and **ACTION** on **Resolution Number 2023-054**, to appoint, reappoint, and/or remove members to the Ethics Advisory Commission. (Office of the City Secretary)

Summary:
The Ethics Advisory Commission was created by Ordinance 2001-1373. The Ethics Advisory Commission has jurisdiction to review and make findings concerning any alleged violation of the Ethics Ordinance codified as Chapter 38 of the City's Code of Ordinances. The Ethics Ordinance applies to current city officials and employees, former city officials and employees terminated before July 1, 2001, and persons doing business with the city if a complaint is filed within one year after the date of the alleged violation.

It should be noted that the Office of the City Attorney is currently reviewing the Ethics Ordinance and will recommend amendments to the City Commission on the Ethics hearing process, attorney rotation, and other related provisions that prior experience has shown unfavorable to both the City and complainants.

Project Scope and Analysis:

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:
Staff recommends reviewing the appointments.

Commission Pillar:

Governance Pillar

Attachments:

1. Resolution Number 2023-054 Ethics Advisory Commission
2. Ethics Advisory-PPT

RESOLUTION NUMBER 2023-054

A RESOLUTION OF THE CITY OF BROWNSVILLE APPOINTING MEMBERS TO THE BROWNSVILLE ETHICS ADVISORY COMMISSION.

WHEREAS, the Ethics Advisory Commission was created by Ordinance 2001-1373; and

WHEREAS, the Ethics Advisory Commission shall have jurisdiction to review and make findings concerning any alleged violation of this chapter by any person subject to this chapter, including but not limited to current city officials and employees, former city officials and employees terminated before July 1, 2001, and persons doing business with the city, if a complaint is filed within one year after the date of the alleged violation; and

WHEREAS, the Ethics Advisory Commission is to be composed of seven members to be appointed to a two (2) year term and may be reappointed to successive terms, each member of the city commission shall have an appointment to the ethics advisory commission and shall serve without compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, the following individuals are appointed or re-appointed to serve an expired or un-expired term on the Ethics Advisory Commission.

NAME	EXPIRED/UNEXPIRED	TERM ENDING

PASSED and APPROVED on this _____ day of July 2023.

City of Brownsville

_____

John Cowen, Jr.
Mayor

ATTEST:

_____

Yolanda Galarza-Gomez, TRMC
City Secretary

Ethics Advisory Commission (EAC)

PURPOSE

The ethics advisory commission shall have jurisdiction to review and make findings concerning any alleged violation of this chapter by any person subject to this chapter. This jurisdiction includes but is not limited to current city officials, employees, former city officials, employees previously terminated and persons doing business with the city. Complaints regarding ethic violations must be filed within one year of the alleged violation. The commission shall not consider complaints based on any alleged violation that occurred before the enactment of this chapter or more than one year before the filing of a complaint.

WHO THEY ARE

The Ethics Advisory Commission (EAC) is composed by seven (7) members. Each member of the City Commission shall have an appointment.

All members of the ethics advisory commission will be appointed to terms of two years. Members may be reappointed to successive terms. Appointments to fill vacancies shall be for the remainder of the unexpired term. Members of the inaugural board of ethics shall draw straws to determine which three members will receive an initial term of one year in order to stagger the terms.

Member	Appointed Date	Term Expires	Appointed By
Cerise R. de Garduno	02/03/2021	02/02/2022	Mayor Mendez
David Merill	02/03/2021	02/02/2023	Comm. Cowen
Juan M. Pequeno	10/05/2021	02/02/2022	Comm. Gowen
David Willis	02/03/2021	02/02/2022	Comm. Galonsky Pizana
Carlos Navarro	02/03/2021	02/02/2022	Comm. Tetreau
Martin Sarkis	02/03/2021	02/02/2023	Comm. Munguia
Ed Stapleton	02/03/2021	02/02/2023	Comm. Neece

Ethics Advisory Commission Applicants

Applicant's Name	District
David Willis	3
Cerise Garduno	3
Edward Stapleton	4
Juan M. Pequeno **Currently serving on** **Capital Improvement Advisory Committee (CIAC)**	4

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Dafne Maldonado, Convention & Visitors Bureau | Office of Space Commerce
Date:	Tuesday, July 11, 2023
Agenda #:	Consideration and **ACTION** on **Resolution Number 2023-050** to appoint, reappoint, and/or remove members to the Brownsville Convention and Visitors Bureau. (Convention and Visitors Bureau and Office of Space Commerce Department)

Summary:
The Board consists of nine (9) members, of which (6) are appointed by the Advisory Board and (3) by City Commission. There are currently three (3) vacancies, of which the City Commission must fill one (1) position and the Advisory Board the other two (2) vacancies.

Project Scope and Analysis:

Funding:

Source: N/A

Amount:

Local Contribution if Applicable:

Recommendation:
Staff recommends reviewing the current appointments.

Commission Pillar:
Governance

Attachments:
1. RESOLUTION NUMBER 2023-050 - BCVB JULY 2023
2. BOARD TEMPLATE - BCVB - JULY 2023
3. BOARD APPOINTMENTS - Presentation BCVB

RESOLUTION NUMBER 2023 – 050

A RESOLUTION OF THE CITY OF BROWNSVILLE APPOINTING MEMBERS TO THE BROWNSVILLE CONVENTION AND VISITORS BUREAU ADVISORY BOARD.

WHEREAS, the Brownsville Convention and Visitors Bureau (CVB) Advisory Board's purpose is to oversee the non-profit 501c (6) Corporation with the State of Texas, and has its own organizational by-laws; and

WHEREAS, the Brownsville CVB serves as the official destination marketing organization for the City of Brownsville; and

WHEREAS, the Brownsville CVB strives to be an economic engine for the City of Brownsville, increase demand in the Brownsville Metropolitan Statistical Area (MSA) for hotel rooms, attractions, retail and restaurants, and support local agencies and organizations through local, regional, national and international promotion; and

WHEREAS, the total number of advisory board members shall be nine (9) as designated by the affirmative vote of the majority members then in office and up to five (5) non-voting ex officio members; and

WHEREAS, the City Commission shall appoint three (3) of the nine (9) voting members. The term of the voting members shall commence July 11, 2023, for a term of two (2) years as approved in City of Brownsville Policy on Board and Commissioner Member Appointment and Eligibility approved on October 02, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, the following individuals are appointed or re-appointed to serve on the Brownsville Convention and Visitors Bureau Advisory Board.

Name	**Expired/Unexpired**	**Term Ending**

PASSED and APPROVED on this _____ day of July 2023.

City of Brownsville

_____

John Cowen Jr.
Mayor

ATTEST:

_____

Yolanda Galarza

Approved as to legality and form
City Secretary this _____ day of _____ 2023

_____

Office of the City Attorney

Ordinance Number:	Board Name:	Meeting Date:
2023-050	Brownsville Convention and Visitors Bureau Advisory Board	Every second Tuesday at 12:00 p.m. at the Convention and Visitors Bureau Meeting Room or Hotel Meeting Room based on availability.
Composition: (9) Nine	**Term of Office:** The City Commission shall appoint three (3) of the nine (9) voting members. The BCVB Advisory Board shall appoint six (6) of the nine (9) voting members. Additionally, the BCVB Advisory Board shall have one (1) ex-officio Board Member, which will be a City Commissioner. The expiration of the term shall not exceed 2 years; each member is eligible to serve 2 terms consecutively.	

Present Board Members	Residing District	Term	Appointed	Expires	Eligible for Re-Appt (Y/N)	Staff Recommendation (Y/N)	Appointed by	Serving on Other City Boards
Edgar Navarro	**3**	Second Term	1/10/2023	1/10/2025	**N**	**NA**	Advisory Board	No
Deyva Monsibaez	**2**	Second Term	9/30/2022	9/30/2024	**N**	**NA**	Advisory Board	No
Roman Portes	**NA**	First Term	9/30/2022	9/30/2024	**Y**	**Y**	Advisory Board	No
Mayra Cruz	**4**	Second Term	2/16/2023	2/16/2025	**N**	**NA**	Advisory Board	No
Erica Magallanes	**4**	First Term	12/13/2022	12/13/2024	**Y**	**NA**	Comm. Jessica Tetreau	No
Maribel Baca	**3**	First Term	12/13/2022	12/13/2024	**Y**	**NA**	Comm. Roy de los Santos	No

APPLICATIONS ON FILE - PROSPECTIVE BOARD MEMBERS

Applicants	Residing District	Serving on Other City Boards	Eligible for Re-Appt (Y/N)	Staff Recommendation (Y/N)	Areas of Interest
Alejandra Padron	**3**	No	**NA**		-Convention and Visitors Bureau
Carmen Nordyke	**4**	No	**NA**		-Convention and Visitors Bureau -Film Commission
Cornelio Nouel	**4**	No	**NA**		-Airport Advisory Board -Convention & Visitors Bureau -Historic Preservation and Design Review Board
Luis Urquieta	**n/a**	No	**NA**		-Convention and Visitors Bureau
Linda Ufland	**3**	No	**NA**		-Convention and Visitors Bureau
LaHoma Pederson	**2**	No	**NA**		Airport Advisory Board, Animal Shelter Advisory Committee, Charter Review Committee, BCVB, GBIC, PUB, Special Needs Advisory Board.
Claudia Lozano	**2**	No	**NA**		Airport Advisory Board, Animal Shelter Advisory Committee, Charter Review Committee, BCVB, GBIC, PUB, Special Needs Advisory Board.

Brownsville Convention and Visitors Bureau

PURPOSE

The board manages all business affairs of the Corporation under the direction of its Board of Directors and may delegate specific powers to the Executive Committee or other committees.

WHEN THEY MEET

The Board meets every second Tuesday of each month at 12:00 p.m. for regular open meetings, to be held virtually, or at a specified hotel.

WHO THEY ARE

The Board consists of nine (9) members, which (6) are appointed by the Advisory Board and (3) by City Commission.

Present Board Members	Residing District	Appointed	Expires	Appointed by
Edgar Navarro - Chair	N/A	1/10/2023	1/10/2025	Advisory Board
Mayra Cruz – Vice Chair	N/A	2/16/2023	2/16/2025	Advisory Board
Deyva Monsibaez	N/A	9/30/2022	9/30/2024	Advisory Board
Roman Portés	N/A	9/30/2022	9/30/2024	Advisory Board
Erica Magallanes	4	12/13/2022	12/13/2024	City Commissioner Jessica Tetreau
Maribel Baca	3	12/13/2022	12/13/2024	City Commissioner Roy de los Santos
Commissioner Rose Gowen	Ex-Officio Non Voting Member			

VISIT Brownsville

Brownsville Convention and Visitors Bureau Advisory Board: Vacancies

CITY COMMISSION NEEDS TO APPOINT

1 Vacancy

VISIT Brownsville

Brownsville Convention and Visitors Bureau Advisory Board: Applicants

Applicants	District
Luis Urquieta	N/A
Alejandra Padron	3
Carmen Nordyke	4
Cornelio Nouel	1
Linda Ufland	3
Claudia Lozano	2
LaHome Pederson	2

VISIT Brownsville

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Manuel Chacon, Communications & Marketing Director
Date:	Tuesday, July 11, 2023
Agenda #:	Consideration and **ACTION** on **Resolution Number 2023-049**, to appoint, reappoint, and/or remove members to the Brownsville Border Film Commission. (Communications & Marketing Department)

Summary:
The Board consists of seven (7) members, appointed by the City Commission and Mayor. Currently, the board has 3 vacancies and 3 upcoming term expirations.

Project Scope and Analysis:

Funding:

Source: N/A

Amount:

Local Contribution if Applicable:

Recommendation:
Staff recommends reviewing the board appointments.

Commission Pillar:
Governance

Attachments:
1. BOARD APPOINTMENTS Presentation - FILM COMMISSION
2. BBFC TEMPLATE-2023-049-JULY
3. Film Commission July 2023 Resolution 2023-049

Brownsville Border Film Commission Advisory Board

PURPOSE

The Brownsville Border Film Commission is AFCI-Certified, one of eleven Regional Texas Film Commissions, and a Film-Friendly Community.

Located in the southern tip of Texas, Brownsville offers an unforgettable and matchless experience along the border sister city to Matamoros, Tamaulipas, Mexico with beautiful landscapes, historical sites, unique flora and fauna, and wealth of culture and talent.

WHEN THEY MEET

The Board meets every third Thursday of each month at 5:30pm for regular open meetings at the Visitor Center located at 650 Ruben M Torres.

WHO THEY ARE

The Board consists of seven (7) members, appointed by the Commission and Mayor. Currently, the board has 3 vacancies and 3 upcoming term expirations.

Present Members	District	Appointed	Term Expires	APPOINTED BY
Rosalinda Williams Applied for re-election	N/A	8/18/2021	8/18/2023	Comm. Cowen, Jr.
Celia Galindo Soon to expire	N/A	7/28/2021	7/28/2023	Comm. Gowen
Jesus Trevino Soon to expire	2	7/28/2021	7/28/2023	Comm. De los Santos
David Ramirez Chair	4	12/13/2022	12/13/2024	Mayor Trey Mendez

Brownsville Border Film Commission Advisory Board:
Vacancies

City Commission needs to appoint:
6 Board Members

Brownsville Border Film Commission Advisory Board:
Applicants

Applicants	District
David Cardona	**4**
Robert Garcia Jr	**1**
Mykel Castillo	**3**
Victor Leos	**2**
Carmen Nordyke	**4**
Cornelio Nouel	**1**
David Betancourt	**2**
Gisselle de la Torre	**2**
Paolina Vega	**3**
Rosalinda Williams	**Re-applying**

Ordinance Number: 2023-049	Board Name: Brownsville Border Film Commission	Meeting Date: Meet third Thursday of each month at 5:30PM Location: BCVB & Office of Space Commerce
Composition: Seven (7)	**Term of Office:** There shall be three (3) members who will have terms of two (2) years from appointment, and four (4) members who will have terms of three (3) years from appointment. Following the expiration of terms, Members being newly appointed or reappointed shall serve for a 2 year term.	

Present Board Members	Residing District	Term	Appointed	Expires	Eligible for Re-Appt (Y/N)	Staff Recommendation (Y/N)	Appointed by	Serving on Other City Boards
David Ramirez	4	First Term	12/13/2022	12/13/2024	N	NA	Mayor Trey Mendez	
Jesus Trevino	2	Second Term	7/28/2021	7/28/2023	N	N	Comm. De los Santos	
Celia Galindo	4	Second Term	7/28/2021	7/28/2023	N	N	Comm. Gowen	
Rosalina Williams	2	First Term	8/18/2021	8/18/2023	Y	Y	Comm. Cowen Jr.	

APPLICATIONS ON FILE - PROSPECTIVE BOARD MEMBERS

Applicants	Residing District	Serving on Other City Boards	Eligible for Re-Appt (Y/N)	Staff Recommendation (Y/N)	Areas of Interest
David Cardona	4	NO		Y	Film Commission
Robert Garcia Jr	1	Downtown Beautification			Airport Advisory Board, Beautification Committee (BBC), Film Commission, Planning & Zoning Commission
Mykel Castillo	3	NO			Film Commission
Victor Leos	2	City of Brownsville's Special Needs Advisory Board.			Film Commission
Carmen Nordyke	4	NO			BCVB Film Commission
Cornelio Nouel	1	NO		N	-Airport Advisory Board -Convention & Visitors Bureau -Historic Preservation and Design Review Board

David Betancourt	**2**	NO			Film Commission Parks & Recreation Advisory Committee GBIC
Gisselle de la Torre	**2**	NO			Film Commission
Paolina Vega	**3**	NO			Film Commission
Rosalinda Williams	**2**	Film Commission		Y	Film Commission

RESOLUTION NUMBER 2023 - 049

A RESOLUTION OF THE CITY OF BROWNSVILLE APPOINTING MEMBERS TO THE BROWNSVILLE BORDER FILM COMMISSION.

WHEREAS, the Brownsville Border Film Commission (BBFC) is an advisory body responsible for providing guidance and advice to the City of Brownsville Communications and Marketing Department Film Commission Office related to the marketing and developing of sales strategies to attract business and foster the growth of the creative media industries in Brownsville, serving industry segments that produce content such as motion pictures, television, commercials, corporate videos, music videos, documentary and still photography as well as new and emerging forms of media; and

WHEREAS, the Brownsville Border Film Commission serves to derive the economic benefits that the film industry provides, and create this body to work with the Communications and Marketing Department Film Commission Office in an effort to enhance the viability of Brownsville as a film production destination; and

WHEREAS, the Brownsville Border Film Commission shall focus its primary efforts in providing guidance and advice efforts within the city limits of the city of Brownsville, Texas; and

WHEREAS, the total number of advisory board members shall be of seven (7), who shall be appointment by the Brownsville City Commission, one by each commissioner and one by the Mayor;and

WHEREAS, the term of the voting members shall commence July 11, 2023. Following the formation/reinstatement of the Brownsville Border Film Commission, and following the swearing-in of Film Commission members, Members shall draw for terms to ensure staggered terms among commission members. There shall be three (3) members who will have terms of two (2) years from appointment, and four (4) members who will have terms of three (3) years from appointment. Following the expiration of terms, Members being newly appointed or reappointed shall serve for a two (2) year term as approved by City Commission in the City of Brownsville Border Film Commission By-laws.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, the following individuals are appointed or re-appointed to serve on the Brownsville Border Film Commission.

Name	**Expired/Unexpired**	**Term Ending**

PASSED and APPROVED on this _____ day of July 2023.

City of Brownsville

_____
John Cowen, Jr.
Mayor

ATTEST:

_____
Yolanda Galarza-Gomez, TRMC
City Secretary

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Martin Vega, Senior Planner
Date:	Tuesday, July 11, 2023
Agenda #:	Consideration and **ACTION** on **Resolution Number 2023-083,** to appoint, reappoint, and/or remove Regular and Alternate Members to the Board of Adjustment. (Planning & Redevelopment Department)

Summary:
Based on the City of Brownsville's Unified Development Code (UDC), the Board of Adjustment is now made up of seven (7) Regular Members and four (4) Alternate Members serving for 2-year terms.

Project Scope and Analysis:

- Expired Terms: Five (5)
  - Iris Diaz – August 6, 2021 – Appointed by Comm. Ben Neece
  - Dr. Jose Hinojosa – April 20, 2023 – Appointed by Comm. Ben Neece
  - Howard Slackman – July 6, 2023 – Appointed by Comm. Jessica Tetreau
  - Dillon Vanderford – July 6, 2023 – Appointed by Comm. Jessica Tetreau
  - Michelle Garcia – April 20, 2023 – Appointed by Comm. Ben Neece
- Resigned Members: Five (5)
  - Miguel Gaytan – October 11, 2021 (resigned) – Appointed by Comm. John Cowen
  - Hoby Follis – April 11, 2023 (resigned) – Appointed by Comm. John Cowen
  - John Blackburn – April 25, 2023 (resigned) – Appointed by Comm. Roy De los Santos
  - Catherine Fletcher – April 25, 2023 (resigned) – Appointed by Comm. Rose Gowen
  - Jesus Flores – April 25, 2023 (resigned) – Appointed by Comm. Nurith Galonsky
- Upcoming Expired Terms: One (1)
  - Marcos Cardoza – August 17, 2023 – Appointed by Comm. Rose Gowen

Funding:

Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:
The Planning & Redevelopment Department is requesting that City Commission appoint or re-appoint seven (7) Regular Members and four (4) Alternate Members to the Board of Adjustment.

Commission Pillar:
Planning & Redevelopment

Attachments:
1. RESOLUTION NUMBER 2023-083-Board of Adjustment
2. BOA Board Template
3. BOA Board Appointment Presentation

RESOLUTION NUMBER 2023-083

A RESOLUTION OF THE CITY OF BROWNSVILLE APPOINTING MEMBERS TO THE BROWNSVILLE BOARD OF ADJUSTMENT

WHEREAS, the Board of Adjustment is a quasi-judicial board that hears and decides on variance requests, special exceptions, and appeals to City of Brownsville Unified Development Code (UDC); and

WHEREAS, the Unified Development Code (UDC) requires a board comprised of seven (7) regular members and four (4) alternate members; and

WHEREAS, each Board member shall be appointed by the City Commission, and shall serve a two (2) year term and shall serve without compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, the following individuals are appointed or re-appointed to serve an expired or un-expired term on the Board of Adjustment.

NAME	**EXPIRED/UN-EXPIRED**	**TERM ENDING**

PASSED and **APPROVED** on this _____ day of July 2023.

City of Brownsville

_____
John Cowen Jr.
Mayor

ATTEST:

_____
Yolanda Galarza-Gomez, TRMC
City Secretary

Approved as to legality and form
this _____ day of _____ 2023

_____
Office of the City Attorney

Ordinance Number:	Board Name:	Meeting Date:
2023-083	Board of Adjustment	Second Wednesday of the Month
Composition: 7 Regular Members & 4 Alternate Members	**Term of Office: 2-year term**	

Present Board Members	Member Type	Residing District	Term	Appointed	Expires	Eligible for Re-Appt (Y/N)	Willing to Serve (Y/N)	Staff Recommendation (Y/N)	Appointed by:
Howard Slackman (**expired**)	Regular	**2**	3rd	7/6/2021	7/6/2023	**Y**	**Y**	**Y**	Comm. Jessica Tetreau
Dillon Vanderford (**expired**)	Regular	**2**	3rd	7/6/2021	7/6/2023	**Y**	**Y**	**Y**	Comm. Jessica Tetreau
Jesus Flores (**resigned 4/25/2023**)	Regular	**1**	1st	7/6/2021	7/6/2023	**N**	**N**	**N**	Comm. Nurith Galonsky
Dr. Jose Hinojosa Jr. (**expired**)	Regular	**2**	1st	4/20/2021	4/20/2023	**Y**	**Y**	**Y**	Comm. Ben Neece
John Blackburn (**resigned 4/25/2023**)	Regular	**3**	1st	7/6/2021	7/6/2023	**N**	**N**	**N**	Comm. Roy De Los Santos
Iris Diaz (**expired**)	Regular	**4**	1st	8/6/2019	8/6/2021	**Y**	**Y**	**Y**	Comm. Ben Neece
Michelle Garcia (**expired**)	Regular	**4**	1st	4/20/2021	4/20/2023	**Y**	**Y**	**Y**	Comm. Ben Neece
Marcos Cardoza (**about to expire**)	Alternate	**4**	1st	8/17/2021	8/17/2023	**Y**	**Y**	**Y**	Comm. Rose Gowen
Hoby Follis (**resigned 4/11/2023**)	Alternate	**2**	1st	8/17/2021	8/17/2023	**N**	**N**	**N**	Comm. John Cowen
Dr. Catherine Fletcher (**resigned 4/25/2023**)	Alternate	**3**	1st	8/17/2021	8/17/2023	**N**	**N**	**N**	Comm. Rose Gowen
Miguel Gaytan (**resigned 10/11/2021**)	Alternate	**4**	1st	8/17/2021	8/17/2023	**N**	**N**	**N**	Comm. John Cowen

APPLICATIONS ON FILE - PROSPECTIVE BOARD MEMBERS -

Applicants	Residing District	Serving on Other City Boards	Eligible for Re-Appt (Y/N)	Staff Recommendation (Y/N)	Areas of Interest
Claudia Lozano	4	**N/A**	**N/A**	**N/A**	Airport Advisory Board, Audit & Oversight Committee, Animal Shelter Advisory Committee, Beautification Committee, etc.
Dillon Vanderford	2	**Board of Adjustment**	**Y**	**N/A**	Border Film Commission, Main Street, Ethics Advisory Commission, Audit & Oversight Committee, Building & Standards, Sombrero Festival Board, etc.
Howard Slackman	2	**Board of Adjustment**	**Y**	**N/A**	Brownsville Community Improvement Corporation, Brownsville Public Library System Advisory, Brownsville Border Film Commission, etc.
Dr. Jose Hinojosa	2	**Board of Adjustment**	**Y**	**N/A**	Brownsville Community Improvement Corporation, Brownsville Public Library System Advisory, Brownsville Border Film Commission, etc.
Marcos Cardoza	4	**Board of Adjustment**	**Y**	**N/A**	Border Film Commission, PUB, Ethics Advisory Commission, Main Street, Audit & Oversight Committee, Building & Standards
Alejandro Moreno	3	**N/A**	**N/A**	**N/A**	City Beautification, Impulse Growth & Development, Economic Development

Board of Adjustment (BOA)

Purpose
- Hold public hearing and acting on applications for variances, special exceptions, and appeals of an administrative decision.

When they meet
- When variance request to UDC requirements are submitted.
- Generally, second Wednesday of the month.
- In person meetings.

Who they are
- As per UDC, BOA is now composed of seven (7) board members and four (4) alternate board members.

Resigned
Expired
Close to Expiration

Member	District	Appointed	Appointed By
Jesus "Rudy" Flores	1	7/6/2021	Commissioner Nurith Galonsky
Dr. Jose Hinojosa Jr.	2	4/20/2021	Commissioner Ben Neece
Howard Slackman	2	7/6/2021	Commissioner Jessica Tetreau
Dillon Vanderford	2	7/6/2021	Commissioner Jessica Tetreau
John Blackburn	3	7/6/2021	Commissioner Roy De Los Santos
Iris Diaz	4	8/6/2019	Commissioner Ben Neece
Michelle Garcia	4	4/20/2021	Commissioner Ben Neece
Miguel Gaytan (Alternate)	4	8/17/2021	Commissioner John Cowen
Dr. Catherine Fletcher (Alternate)	3	8/17/2021	Commissioner Rose Gowen
Hoby Follis (Alternate)	2	8/17/2021	Commissioner John Cowen
Marcos Cardoza (Alternate)	4	8/17/2021	Commissioner Rose Gowen

Board of Adjustment (BOA): Applicants

Applicant	District
Howard Slackman	2
Dillon Vanderford	2
Claudia Lozano	4
Dr. Jose Hinojosa	2
Marcos Cardoza	4
Alejandro Moreno	3

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Damaris McGlone, Parks & Recreation Director
Date:	Tuesday, July 11, 2023
Agenda #:	Consideration and **ACTION** on **Resolution Number 2023-080**, to appoint, reappoint, and/or remove members to the Parks Advisory Board Committee. (Parks and Recreation Department)

Summary:
The member's purpose on the committee is to advise on the budget and operations of the City of Brownsville Parks and Recreation Department; establish related policies; plan for long-term parks and recreation needs; and make recommendations to the City Commission for investments in facilities or expanded operations.

There are two (2) outgoing members who have both served two (2) terms on the committee. The two outgoing members represented District 1 and District 4; two new members, one from each district are recommended.

Project Scope and Analysis:
Parks Advisory Board Committee members meet the 2nd Thursday of the month at 12:00 pm noon.

RESPONSIBILITIES: Each member shall represent and advocate for what is best for the City of Brownsville Parks and Recreation Department and the City as a whole, putting aside personal or special interests.

The responsibilities of the Board:

• To assess at all times the safety and security of site locations and physical facility standards.
• To advise the initiation, planning, design and to recommend a system of parks, facilities, etc., that will accommodate the public's need for parks and recreation activities.
• To assist with the preparation and development of rules and regulations by which parks and recreation programs may operate.
• To monitor and evaluate the effectiveness of park and recreation programs.
• To advise and recommend ways and means by which parks and recreation programs may be

improved or strengthened.
• To support new parks, programs, and activities as public need may dictate.
• To recommend a system of fees and charges for use of parks and recreation facilities or for participation in parks and recreation programs, and alternate sources of funding to parks and recreation such as grants, gifts, endowments, etc.
• To adopt bylaws and other rules of procedure to achieve its purposes and functions.
• To recommend rules governing participation in parks and recreation programs.
• To suggest rules governing hours of operation and use of city parks and facilities.

Funding:

Source: Not Applicable

Amount: 0

Local Contribution if Applicable: 0

Recommendation:

Recommend to appoint new members.

Commission Pillar:

Quality of Life
Governance

Attachments:

1. RESOLUTION NUMBER 2023-080 - PAB
2. Boards and Commissions 2023
3. Board_Appointment_Form PAB 07.11.2023

RESOLUTION NUMBER 2023-080

A RESOLUTION OF THE CITY OF BROWNSVILLE APPOINTING MEMBERS TO THE PARKS AND RECREATION ADVISORY BOARD COMMITTEE.

WHEREAS, the Brownsville City Charter established Section 24-15; Parks and Recreation Advisory Board Committee adopted on April 30, 1991; and

WHEREAS, the Parks and Recreation Advisory Board shall serve as a fact finding and advisory body and make recommendations with reference to park management, care and planting of trees, shrubs, flowers, and other ornamental plants. Said Committee shall provide guidance and advice regarding improvement and maintenance of the City's parks, and on all matters involving recreation thereon; and

WHEREAS, each Board member shall be appointed by the City Commission, and initially shall be three (3) for three year terms, two (2) for two year terms, and two (2) for one year terms eligible to be re-appointed for one (1) additional three-year term, and shall serve without compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, the following individuals are appointed or re-appointed to serve an expired or un-expired term on the Parks and Recreation Advisory Board Committee.

NAME	**EXPIRED/UN-EXPIRED**	**TERM ENDING**
Replacing:		
Joe Lee Rubio	Expired	June 16, 2023
Esli Ceballos	Expired	July 02, 2022

PASSED and **APPROVED** on this 11th day of July 2023

City of Brownsville

_____

John Cowen, Jr.
Mayor

ATTEST:

_____

Yolanda Galarza Gomez, TRMC
City Secretary

Approved as to legality and form
this _____ day of _____ 2023

_____

Office of the City Attorney

PRESENT MEMBERS		TERM:
Jesus "Rudy" Flores	Chair	1st 3-yr term
Ana Laura Chavez		1st 3-yr term
Leslie Garcia		1st 3-yr term
Maribel Leos		1st 3-yr term
Virginia Pina	Secretary	1st 3-yr term
Catherine Fletcher		1st 3-yr term
Alberto Velez		1st 3-yr term
Norma Alvarez		1st 3-yr term

PRESENT MEMBERS		TERM:
Jesus "Rudy" Flores	Chair	1st 3-yr term
Ana Laura Chavez		1st 3-yr term
Maribel Leos		
Virginia Pina	Secretary	1st 3-yr term
Catherine Fletcher		1st 3-yr term
Alberto Velez		1st 3-yr term
Norma Alvarez		1st 3-yr term

Training and Attendance Report

Member Name	Replaced	Open Meetings Training Act
Jesus "Rudy" Flores	1st Member	Completed
Ana Laura Chavez	1st Member	
Leslie Garcia	1st Member	
Maribel Leos	1st Member	Completed
Virginia Pina	1st Member	Completed
Catherine Fletcher	Miguel Gaytan	
Alberto Velez	Mayra Oyervides	
Norma Alvarez	Leslie Garcia	Completed

First Meeting

Training and Attendance Report

Member Name	Replaced	Open Meetings Training Act
Jesus "Rudy" Flores	1st Member	
Ana Laura Chavez	1st Member	
Maribel Leos	1st Member	
Virginia Pina	1st Member	
Catherine Fletcher	Miguel Gaytan	
Alberto Velez	Mayra Oyervides	
Norma Alvarez	Leslie Garcia	

First Meeting

APPOINTED DATE:	TERM EXPIRES:	APPOINTED BY:	
1/5/2020	1/5/2023	Comm. Galonsky	
1/5/2021	1/5/2023	Mayor Mendez	
1/5/2020	1/5/2023	Comm. Neece	RESIGNED
1/5/2020	1/5/2023	Comm. Gowen	
1/19/2020	1/19/2023	Comm. Tetreau	
12/14/2021	12/14/2024	Comm. de los Santos	
12/14/2021	12/14/2024	Comm. Cardenas	
6/7/2022	6/7/2025	Comm. Gowen	

APPOINTED DATE:	TERM EXPIRES:	APPOINTED BY:
1/5/2021	1/5/2024	Comm. Galonsky
1/5/2021	1/5/2024	Mayor Mendez
1/5/2021	1/5/2024	Comm. Gowen
1/19/2020	1/19/2023	Comm. Tetreau
12/14/2021	12/14/2024	Comm. de los Santos
12/14/2021	12/14/2024	Comm. Cardenas
6/7/2022	6/7/2025	Comm. Gowen

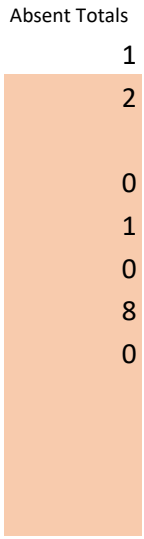
Public Information Training Act	22-Jan	22-Feb	22-Mar	22-Apr
	Present	Present	Present	Absent
	Present	Present	Present	Present
	x	x	RESIGNED	
	Present	Present	Present	Present
	Present	Present	Present	Present
	Present	Present	Present	Present
	Absent	Absent	Absent	Absent
Completed				

Public Information Training Act	23-Jan	23-Feb	23-Mar	23-Apr
	Present	Present	Cxl	Absent
	Present	Present	Cxl	Present
	Present	Present	Cxl	Present
	Present	Present	Cxl	Present
	Present	Present	Cxl	Present
	Present	Present	Cxl	Absent
	Present	Absent	Cxl	Present

May SM	22-May	22-Jun	22-Jul	22-Aug	22-Sep	22-Oct	22-Nov	22-Dec
Present	Present	Present	Present	No quorum	No meeting	Present	Present	No meeting
Present	Absent	Present	Absent	No quorum	No meeting	Present	Ex. Absent	No meeting
Present	Present	Present	Present	No quorum	No meeting	Present	Present	No meeting
Present	Present	Present	Absent	No quorum	No meeting	Present	Present	No meeting
Present	Present	Present	Present	No quorum	No meeting	Present	Present	No meeting
Present	Present	Absent	Absent	No quorum	No meeting	Absent	Absent	No meeting
		Present	Present	No quorum	No meeting	Present	Present	No meeting

Special
Meeting

23-May	23-Jun	23-Jul	23-Aug	23-Sep	23-Oct	23-Nov	23-Dec	
Cxl	Cxl							
Cxl	Cxl							
Cxl	Cxl							
Cxl	Cxl							
Cxl	Cxl							
Cxl	Cxl							
Cxl	Cxl							


Absent Totals
1
2
0
1
0
8
0

PRESENT MEMBERS	TERM:	APPOINTED DATE:	TERM EXPIRES:	APPOINTED BY:
Joe Lee Rubio	1st 2-yr. term	8/21/2018	8/21/2020	Com. Neece
Ben del Angel	1st 2-yr term	8/21/2018	8/21/2020	Com. Munguia
Esli Ceballos	1st 2-yr term	6/6/2017	6/6/2019	Com. Gowen
Luis R. Abad	1st 3-yr term	7/20/2021	7/20/2024	Mayor Mendez
Priscilla Noriega	1st 3-yr term	7/20/2021	7/20/2024	Com. de los Santos
Hiram Lozano	1st 3-yr term	12/14/2021	12/14/2024	Com. Tetreau
Eva Garcia	1st 3-yr term	12/14/2021	12/14/2024	Com. Galonsky

PRESENT MEMBERS	TERM:	APPOINTED DATE:	TERM EXPIRES:	APPOINTED BY:
Joe Lee Rubio	2nd 3-yr. term	6/16/2020	6/16/2023	Com. Neece
Ben del Angel	2nd 3-yr term	7/20/2021	7/20/2024	Com. Gowen
Esli Ceballos	2nd 3-yr term	7/2/2019	7/2/2022	Com. Tetreau
Luis R. Abad	1st 3-yr term	7/20/2021	7/20/2024	Mayor Mendez

Priscilla Noriega	1st 3-yr term	7/20/2021	7/20/2024	Com. Longoria
Hiram Lozano	1st 3-yr term	12/14/2021	12/14/2024	Com. Tetreau
Eva Garcia	1st 3-yr term	12/14/2021	12/14/2024	Com. Galonsky

Training and Attendance Repor

Member Name	Open Meetings Training Act	Public Information Training Act	22-Jan	22-Feb	22-Mar	22-Apr
Joe Lee Rubio			Absent	Present	Present	Present
Ben del Angel	Completed	Completed	Present	Present	Present	Present
Esli Ceballos			Absent	Present	Present	Present
Luis R. Abad			Present	Present	Present	Present
Priscilla Noriega	Completed	Completed	Absent	Absent	Absent	Present
Hiram Lozano			Present	Absent	Absent	Present
Eva Garcia	Completed	Completed	Present	Present	Present	Present

Excused
Unexcused

(E) A board member who is absent for three consecutive regular meetings or one-third of all regular meetings in a absence due to illness or injury of the board member, an illness or injury of a board member'simmediate family me must notify the staff liaison of the reason for the absence not laterthan the date of the next regular meeting of the b absence.

Training and Attendance Repor

Member Name	Open Meetings Training Act	Public Information Training Act	23-Jan	23-Feb	23-Mar	23-Apr

Joe Lee Rubio			Absent	Present	Present	Present
Ben del Angel			Absent	Present	Present	Present
Esli Ceballos			Absent	Present	Present	Absent
Luis R. Abad			Absent	Present	Present	Absent
Priscilla Noriega			No quorum	Present	Absent	Present
Hiram Lozano			No quorum	Present	Present	Absent
Eva Garcia			No quorum	Present	Present	Present

Excused
Unexcused

(E) A board member who is absent for three consecutive regular meetings or one-third of all regular meetings in a
absence due to illness or injury of the board member, an illness or injury of a board member'simmediate family me
must notify the staff liaison of the reason for the absence not laterthan the date of the next regular meeting of the b
absence.

UPDATED 6/7/2023

22-May	22-Jun	22-Jul	22-Aug	22-Sep	22-Oct	22-Nov	22-Dec	Total Absent
Present	Present	No Meeting	Present	Present	Absent	Absent	Present	3
Absent	Present	No Meeting	Present	Present	No quorum	No quorum	Present	1
Present	Present	No Meeting	Absent	Present	No quorum	Absent/Excused	Present	3
Present	Present	No Meeting	Present	Present	Absent	No quorum	Absent	1
Absent	Present	No Meeting	Absent	Absent	No quorum	Absent	Present	7
Absent	Absent	No Meeting	Absent	Present	Absent	Absent/Excused	Present	7
Present	Present	No Meeting	Present	Present	No quorum	No quorum	Present	

“rolling" twelve month timeframe automatically vacates the member's position. This does not apply to an ember, or the birth or adoption of the board member's child for 90 days after the event. The board member board. Failure to notify the liaison before the next regular meeting ofthe board will result in an unexcused

23-May	23-Jun	23-Jul	23-Aug	23-Sep	23-Oct	23-Nov	23-Dec	Total Absent

Present	Present							1
Present	Present							1
Absent	Absent							3
Present	Present							2
Present	Present							1
Absent	Present							2
Absent	Present							1

“rolling" twelve month timeframe automatically vacates the member's position. This does not apply to an ember, or the birth or adoption of the board member's child for 90 days after the event. The board member board. Failure to notify the liaison before the next regular meeting ofthe board will result in an unexcused

Ordinance Number: 2021-1682	Board Name: Parks and Recreation Advisory Board Committee	Meeting Date: 2nd Thursday of every month
Composition: 7 Members	Term of Office: Each be appointed to three (3) year term.	

Present Board Members (List in District Order)	Residing District	Term	Appointed	Expires	Eligible for Re-Appt (Y/N)	Willing to Serve (Y/N) Or Resigned ?	Appointed by/Appointment to be made by	TOMA/PIR Certified?	Serving on Other City Boards Or Other Qualification(s)/ Notes
Luis R. Abad	**3**	1	7/20/2021	7/20/2024	**Y**		Mayor (Trey Mendez)		
Esli Ceballos	**1**	2	7/2/2019	07/02/2022	**N**	**N**	Commissioner At-Large "A" John Cowen		
Ben Del Angel	**3**	2	7/20/2021	7/20/2024	**N**		Commissioner At-Large "B" Rose Gowen		BPAC
Eva Garcia	**1**	1	12/14/2021	12/14/2024	**Y**		Commissioner District 1 Nurith Galonsky Pizana		
Hiram Lozano	**2**	1	12/14/2021	12/14/2024	**Y**		Commissioner District 2 Jessica Tetreau		N/A
Priscilla Noriega	**3**	1	7/20/2021	7/20/2024	**Y**		Commissioner District 3 Roy De Los Santos		BPAC
Joe Lee Rubio	**4**	2	6/16/2020	06/16/2023	**N**	**Y**	Commissioner District 4 Ben R. Neece		

Un/Expired term to replace.

APPLICATIONS ON FILE - PROSPECTIVE BOARD MEMBERS -

Applicants (List in District Order)	Residing District	Serving on Other City Boards Or Other Qualification(s)/ Notes	Eligible for Re-Appt (Y/N)	Willing to be re-appointed?	Areas of Interest

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Damaris McGlone, Parks & Recreation Director
Date:	Tuesday, July 11, 2023
Agenda #:	Consideration and **ACTION** on **Resolution Number 2023-079**, to appoint, reappoint, and/or remove members to the Brownsville Beautification Committee. (Parks and Recreation Department)

Summary:
The Board consists of a minimum of seven (7) members and a maximum of twelve (12) appointed by the Commission. The committee meets on the first Monday of every month at 6:00 pm. There is a designated account to fund projects to beautify the city recommended by the beautification committee.

Project Scope and Analysis:
The Brownsville City Charter established Article V, Section 34, City Boards and City Commission Collaboration. Beautification amending Chapter 26 of the City of Brownsville Code of Ordinances establishing a Beautification Committee, adopted on June 11, 1991; and Ordinance No. 2018-1234-B amended Chapter 344 “Vegetation” Article II “Beautification Committee” Sections 344-26 “Established” 344-27 “Composition and Terms of Office” 344-29 “Organization and Staff” 344-30 “Meetings” 344-31 “Duties”, adopted on June 19, 2018; and the Brownsville Beautification Committee (BBC) shall meet to consider, and recommend programs for the beautification of the City of Brownsville, Texas.

According to the adopted bylaws, the BBC's purpose is to plan, implement, and maintain community beautification projects through public relations, citizen involvement, and resource agencies to enhance the quality of life of the citizens of Brownsville.

The committee shall, from within themselves, appoint four (4) officers to serve as a board of directors; a chair, vice-chair, secretary, and treasurer. Each is elected and appointed to serve for a period of two (2) years and is responsible for the overall policy and direction of the BBC.

The BBC has the ability to plan and develop "brick and mortar" projects. Every project designed and implemented shall include a sustainability study, including the average yearly maintenance cost for the following ten (10) years. The BBC shall, at each annual meeting, prepare or update a

five (5) and ten (10) year maintenance plan for all projects and budgets. Oversight of BBC projects shall be managed and overseen by the City of Brownsville Forester, who supervises the implementation of projects and coordinates with City entities and contractors. The BBC shall appoint from among them five members to serve as the Keep Brownsville Beautiful Board of Directors, working jointly with the KBB City affiliate to implement three annual events and to apply for the Governor's Achievement Award.

Funding:

Source: Not Applicable

Amount: 0

Local Contribution if Applicable: 0

Recommendation:

PARD recommends to appoint or reappoint eligible members.

Commission Pillar:

Quality of Life
Governance

Attachments:

1. RESOLUTION NUMBER 2023-079 BBC
2. BBC-Appointment Form_CC-7-11-23
3. BBC_CC_PP_07-11-2023

RESOLUTION NUMBER 2023-079

A RESOLUTION OF THE CITY OF BROWNSVILLE TO APPOIN OR REAPPOINT MEMBERS TO THE BROWNSVILLE BEAUTIFICATION COMMITTEE.

WHEREAS, the Brownsville City Charter established Article V Section 34 City Boards and City Commission Collaboration. Amending Chapter 26 of the City of Brownsville Code of Ordinances establishing a Beautification Committee, adopted on June 11, 1991; and

WHEREAS, Ordinance No. 2018-1234-B amended Chapter 344 "Vegetation" Article II "Beautification Committee" Sections 344-26 "Established" 344-27 "Composition and Terms of Office" 344-29 "Organization and Staff" 344-30 "Meetings" 344-31 "Duties", adopted on June 19, 2018; and

WHEREAS, the Brownsville Beautification Committee shall meet to consider, and recommend programs for the beautification of the City of Brownsville, Texas.

WHEREAS, each Board member shall be appointed by the City Commission and shall serve a two (2) year term, eligible to be re-appointed for one (1) additional two-year term and shall serve without compensation. No voting member may be appointed to more than two (2) consecutive terms, full or partial, and shall serve without compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, the following individuals are appointed or re-appointed to serve an expired or un-expired term on the Brownsville Beautification Committee.

NAME	EXPIRED/UN-EXPIRED	TERM ENDING
Oscar Zertuche (D3)	3rd Term Expired	July 20, 2023
Amanda Dave (D3)	2nd Term Expired	July 20, 2023
Norma Rodriguez (D2)	1st Term Expired	July 20, 2023
Elizabeth Shull (D3)	1st Term Expired	July 20, 2023
Mary Elizabeth Hollman (D4)	1st Term Expired	July 20, 2023
Anisa Ramirez (D3)	2nd Term Expired	July 20, 2023

APPROVED AND PASSED on this 11th day of July 2023.

City of Brownsville

_____

John Cowen, Jr.
Mayor

ATTEST:

_____

Yolanda Galarza-Gomez, TRMC
City Secretary

Approved as to legality and form this _____ day of _____ 2023

_____

Office of the City Attorney

Ordinance Number: 2018-1234-B	Board Name: Brownsville Beautification Committee	Meeting Date: Second Monday of the Month as posted
Composition: 7 members, Max 12	Term of Office: 2-year Terms, eligible for 1 additional term, not eligible for at least 2 years thereafter.	

Present Board Members	Residing District	Term	Appointed	Expires	Eligible for Re-Appt (Y/N)	Willing to Serve (Y/N)	Staff Recommendation (Y/N)	Serving on Other City Boards
Oscar Zertuche	**3**	2nd 2 yr. term 3rd 2 yr. term	07/02/2019 07/20/2021	07/02/2021 07/20/2023	**N**	**Y**	Mayor Juan "Trey" Mendez III Cmr. Tetreau-Kalifa (2)	NO
Amanda Dave	**3**	1st 2 yr. term (PT) 2nd 2 yr. term	07/02/2019 07/20/2021	12/04/2020 07/20/2023	**N**	**Y**	Cmr. Rose Gowen (B) Cmr. Rose Gowen (B)	NO
Norma Rodriguez	**2**	1st 2 yr. term	07/20/2021	07/20/2023	**Y**	**N**	Cmr. N. Galonsky-Pizana (1)	NO
Elizabeth Shull	**3**	1st 2 yr. term	07/20/2021	07/20/2023	**Y**	**Y**	Cmr. Roy De los Santos (3)	NO
Cmr. Rose Gowen	**At – Large B**	1st 2 yr. term	10/04/2016		**Y**	**Y**	Cmr. De Leon (A)	N/A
Mary Elizabeth Hollman	**4**	1st 2 yr. term	07/20/2021	07/20/2023	**Y**	**Y**	Cmr. John Cowen (A)	NO
Anisa Ramirez	**3**	1st 2 yr. term 2nd yr. term	12/03/2019 07/20/2021	12/03/2020 07/20/2023	**N**	**Y**	Cmr. Munguia (3) Mayor Juan "Trey" Mendez III	NO
Claudia Dunn	**1**	1st 2 yr. term	12/14/2021	12/14/2023	**Y**	**Y**	Cmr. Pedro Cardenas	NO
Damaris McGlone		Term of Liaison	Appointed City Liaison				Bylaws	N/A

APPLICATIONS ON FILE - PROSPECTIVE BOARD MEMBERS

Applicants (xx)	Residing District	Term	Eligible for Re-Appt (Y/N)	Staff Recommendation (Y/N)	Areas of Interest
Mary Elizabeth Hollman	**4**	2nd Term	**Y**	**Y**	BBC
Elizabeth Shull	**3**	2nd Term	**Y**	**Y**	BBC
			Y	**Y**	BBC
			Y	**Y**	BBC
			Y	**Y**	BBC
			Y	**Y**	BBC
			Y	**Y**	BBC
			Y	**Y**	BBC

Brownsville Beautification Committee

PURPOSE

The Brownsville City Charter established Article X. Beautification amending Chapter 26 of the City of Brownsville Code of Ordinances establishing a Beautification Committee, adopted on June 11, 1991; and Ordinance No. 2018-1234-B amended Chapter 344 “Vegetation” Article II “Beautification Committee” Sections 344-26 “Established” 344-27 “Composition and Terms of Office” 344-29 “Organization and Staff” 344-30 “Meetings” 344-31 “Duties”, adopted on June 19, 2018; and the Brownsville Beautification Committee shall meet to consider, and recommend programs for the beautification of the City of Brownsville, Texas.

WHEN THEY MEET

Second Monday of every month, at 6:00pm, online until TBA.

WHO THEY ARE

The Board consists of a minimum of seven (7) members and maximum of twelve (12) appointed by the Commission.

Member	District	Term Expiration	Appointed by
Oscar Zertuche	**3**	07/02/2023	Cmr. Tetreau-Kalifa (2)
Amanda Dave	**3**	12/04/2022	Cmr. Rose Gowen (B)
Norma Rodriguez	**2**	12/04/2022	Cmr. N. Galonsky-Pizana (1)
Elizabeth Shull	**3**	12/04/2022	Cmr. Roy De los Santos (3)
Cmr. Rose Gowen	**At – Large B**		Cmr. De Leon (A)
Mary Elizabeth Hollman	**4**	12/04/2022	Cmr. John Cowen (A)
Anisa Ramirez	**3**	12/03/2022	Mayor Juan “Trey” Mendez, III
Claudia Dunn	**1**	12/14/2023	Cmr. Pedro Cardenas (4)
Damaris McGlone	PARD	City Liaison	Bylaws

Un/Expired term to be replaced

Brownsville Beautification Committee: Applicants

Applicant's Name	District
Karla Andrade (They)	1
Colin Ellis	1
Jessica Gonzalez	1
Jacob Jaramillo	1
Gregory Goga	2
Aida Rodriguez	2
Stefani Saxton	2
Hiram Lozano	2
Angelina Macias	2
Priscilla Orta	2

Applicant's Name	District
Micaela Escobar	3
April Flores	3
Joel Guajardo	3
George Olivo	3
Augustine Anduiza	3
Oscar Olvera	4
Juan "Rene" Hernandez	4
Mark Stevens	4
Diana Vasquez	4
Lesly Garcia (HS Jr. ne 2005)	4
Juan Pequeno	4
Armando Ramirez Cardenas (San Benito Address)	*

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Damaris McGlone, Parks & Recreation Director
Date:	Tuesday, July 11, 2023
Agenda #:	Consideration and **ACTION** on **Resolution Number 2023-081**, to appoint, reappoint, and/or remove member(s) to the Special Needs Advisory Board for a partial and/or regular term. (Parks and Recreation Department)

Summary:
Replacement of one (1) un-expired term, vacated board seat due to relocation of previous board members. New appointed member should serve a partial term (serve the remainder of an unexpired term).

Project Scope and Analysis:
The purpose of the City of Brownsville Special Needs Advisory Board is to serve as a contact and voice of the citizens of the City of Brownsville to the City Commission, to review and discuss matters referred to the committee, and to provide recommendations to the Commission on matters pertaining to disability issues in the City of Brownsville.

Each member shall represent and advocate for what is best for the City of Brownsville Special Needs Advisory Board and the City as a whole, putting aside personal or special interests.

The responsibilities of the Board:

1. Monitor and assess the city's policies, practices, and procedures with respect to accommodating persons with special needs.
2. Recommend any appropriate changes in those policies, practices, procedures, and accommodations to the city manager, or his/her designee, and to the city commission.
3. Report on its activities to the city commission on an annual basis at a time to be determined by the city commission.
4. To investigate and report on ways the city can more effectively and efficiently assist persons with special needs relating to physical, mental, or emotional issues.

Funding:

Source: Not Applicable

Amount: 0

Local Contribution if Applicable: 0

Recommendation:
Recommend to appoint a member.

Commission Pillar:
Quality of Life
Governance

Attachments:
1. RESOLUTION NUMBER 2023-081- SNAB
2. SNAB Board Template_Jul_2023
3. SNAB_June-2023_Board_Appointments
4. Boards and Commissions 2023

RESOLUTION NUMBER 2023-081

A RESOLUTION OF THE CITY OF BROWNSVILLE APPOINTING MEMBERS TO THE SPECIAL NEEDS ADVISORY BOARD (SNAB).

WHEREAS, The Special Needs Advisory Board (SNAB) was created in 2013 by Chapter 2, Article IV, Division 3 of the City of Brownsville's Code of Ordinances and amended on December 12, 2020 via Ordinance Numbers 2020-1574-A; and

WHEREAS, the SNAB is established to investigate and report on ways the City can more effectively and efficiently assist persons with special needs relating to physical, mental, or emotional issues; and

WHEREAS, the SNAB shall (a) Monitor and assess the City's policies, practices, and procedures with respect to accommodating persons with special needs; (b) Recommend any appropriate changes in those policies, practices, and procedures and accommodations to the City Manager, or his designee, and to the city Commission; and (c) Report on its activities to the City Commission on an annual basis at a time to be determined by the City Commission; and

WHEREAS, the members of the SNAB should include people with disabilities and representatives of agencies and organizations who are interested in providing services to people with disabilities and who are interested in the abilities and specific needs of people with disabilities; and

WHEREAS, the City Commission shall appoint seven (7) voting Board members, with four (4) members appointed from each electoral district by its respective District Commissioner and with the remaining three (3) members appointed from any district by the Mayor and by each of the two At-Large Commissioners. Board members shall serve terms not to exceed a three (3) year term and shall serve without compensation. Terms shall commence upon appointment and end on December 31 of the year of the appointed term.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, the selected individual is appointed to replace an un-expired term yet will serve an expired term on the Special Needs Advisory Board.

Term to Replace

NAME	EXPIRED/UN-EXPIRED	TERM ENDING
Ana Laura Chavez	Un-Expired	Dec 31, 2024

PASSED and **APPROVED** on this 11th day of July 2023.

City of Brownsville

_____
John Cowen, Jr.
Mayor

ATTEST:

_____
Yolanda Galarza-Gomez, TRMC
City Secretary

Approved as to legality and form
this _____ day of _____ 2023

_____
Office of the City Attorney

Ordinance Number:	Board Name:	Meeting Date:
2020-1574-A (approved 01/05/2021) Chapter 2, Article IV, Division 3	Special Needs Advisory Board (SNAB)	Last Tuesday of the Month at 5:30pm Online & Brownsville Events Center
Composition: 7 SNAB Members	**Term of Office: 3 years-initially will be set to stagger-so that all terms do not expire at same time**	

Present Board Members	Residing District	Term	Date Appointed	Expires	Eligible for Re-Appt (Y/N)	Willing to Serve (Y/N)	Appointed by:
Ana-Laura Chavez	**3**	1st	01/05/2021	12/31/2023	**Y**	**Y**	Mayor Trey Mendez
Maribel Leos	**2**	1st	01/05/2021	12/31/2023	**Y**	**Y**	Commissioner John Cowen (At-Large A)
Dr. Catherine Fletcher	**3**	1st	12/14/2021	12/31/2024	**Y**	**Y**	Commissioner De los Santos (3)
Jesus "Rudy" Flores	**1**	1st	01/05/2021	12/31/2023	**Y**	**Y**	Commissioner Nurith Galonsky-Pizana (1)
Virginia Pina	**2**	1st	01/19/2021	12/31/2023	**Y**	**Y**	Commissioner Jessica Tetreau-Kalifa (2)
Alberto Velez	**4**	1st	12/14/2022	12/31/2024	**Y**	**Y**	Commissioner Cardenas (4)
Norma Alvarez	**4**	1st	06/07/2021	12/31/2024	**Y**	**Y**	Commissioner Gowen (At-Large B)

**To be replaced*

APPLICATIONS ON FILE - PROSPECTIVE BOARD MEMBERS

Applicants	Residing District	Serving on Other City Boards	Eligible for Re-Appt (Y/N)	Staff Recommendation (Y/N)	Areas of Interest

Special Needs Advisory Board

Board Appointments

To replace one (1) member's un-expired term

SNAB

Existing Member Composition



Board Appointments:

To replace one (1) member

SNAB Members

	Name	Position	District	Term Expires	Appointed by:
1	Rudy Flores	Chair	1	12/31/2023	Comm. Galonsky-Pizana
2	Virginia Pina	Secretary	2	12/31/2023	Comm. Tetreau-Kalifa
3	Ana-Laura Chavez	Member	3	12/31/2023	Mayor Mendez
4	Maribel Leos	Vice Chair	2	12/31/2023	Comm. Cowen
5	Dr. Catherine Fletcher	Member	3	12/31/2024	Comm. De los Santos
6	Alberto Velez	Member	4	12/31/2024	Comm. Cardenas
7	Norma Alvarez	Member	4	12/31/2024	Comm. Cowen

SNAB

Applicants

Board Appointments:

To replace one (1) member

SNAB Applicants on file as 5/27/2022				
	First Name	Last Name	District	Address
1				
3				
5				
6				
7				
8				
9				

PRESENT MEMBERS		TERM:
Jesus "Rudy" Flores	Chair	1st 3-yr term
Ana Laura Chavez		1st 3-yr term
Leslie Garcia		1st 3-yr term
Maribel Leos		1st 3-yr term
Virginia Pina	Secretary	1st 3-yr term
Catherine Fletcher		1st 3-yr term
Alberto Velez		1st 3-yr term
Norma Alvarez		1st 3-yr term

PRESENT MEMBERS		TERM:
Jesus "Rudy" Flores	Chair	1st 3-yr term
Ana Laura Chavez		1st 3-yr term
Maribel Leos		
Virginia Pina	Secretary	1st 3-yr term
Catherine Fletcher		1st 3-yr term
Alberto Velez		1st 3-yr term
Norma Alvarez		1st 3-yr term

Training and Attendance Report

Member Name	Replaced	Open Meetings Training Act
Jesus "Rudy" Flores	1st Member	Completed
Ana Laura Chavez	1st Member	
Leslie Garcia	1st Member	
Maribel Leos	1st Member	Completed
Virginia Pina	1st Member	Completed
Catherine Fletcher	Miguel Gaytan	
Alberto Velez	Mayra Oyervides	
Norma Alvarez	Leslie Garcia	Completed

First Meeting

Training and Attendance Report

Member Name	Replaced	Open Meetings Training Act
Jesus "Rudy" Flores	1st Member	
Ana Laura Chavez	1st Member	
Maribel Leos	1st Member	
Virginia Pina	1st Member	
Catherine Fletcher	Miguel Gaytan	
Alberto Velez	Mayra Oyervides	
Norma Alvarez	Leslie Garcia	

First Meeting

APPOINTED DATE:	TERM EXPIRES:	APPOINTED BY:	
1/5/2020	1/5/2023	Comm. Galonsky	
1/5/2021	1/5/2023	Mayor Mendez	
1/5/2020	1/5/2023	Comm. Neece	RESIGNED
1/5/2020	1/5/2023	Comm. Gowen	
1/19/2020	1/19/2023	Comm. Tetreau	
12/14/2021	12/14/2024	Comm. de los Santos	
12/14/2021	12/14/2024	Comm. Cardenas	
6/7/2022	6/7/2025	Comm. Gowen	

APPOINTED DATE:	TERM EXPIRES:	APPOINTED BY:
1/5/2021	1/5/2024	Comm. Galonsky
1/5/2021	1/5/2024	Mayor Mendez
1/5/2021	1/5/2024	Comm. Gowen
1/19/2020	1/19/2023	Comm. Tetreau
12/14/2021	12/14/2024	Comm. de los Santos
12/14/2021	12/14/2024	Comm. Cardenas
6/7/2022	6/7/2025	Comm. Gowen

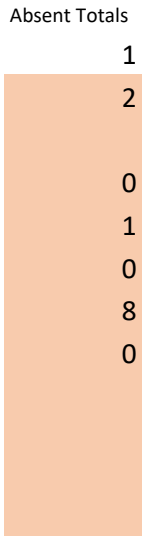
Public Information Training Act	22-Jan	22-Feb	22-Mar	22-Apr
	Present	Present	Present	Absent
	Present	Present	Present	Present
	x	x	RESIGNED	
	Present	Present	Present	Present
	Present	Present	Present	Present
	Present	Present	Present	Present
	Absent	Absent	Absent	Absent
Completed				

Public Information Training Act	23-Jan	23-Feb	23-Mar	23-Apr
	Present	Present	Cxl	Absent
	Present	Present	Cxl	Present
	Present	Present	Cxl	Present
	Present	Present	Cxl	Present
	Present	Present	Cxl	Present
	Present	Present	Cxl	Absent
	Present	Absent	Cxl	Present

May SM	22-May	22-Jun	22-Jul	22-Aug	22-Sep	22-Oct	22-Nov	22-Dec
Present	Present	Present	Present	No quorum	No meeting	Present	Present	No meeting
Present	Absent	Present	Absent	No quorum	No meeting	Present	Ex. Absent	No meeting
Present	Present	Present	Present	No quorum	No meeting	Present	Present	No meeting
Present	Present	Present	Absent	No quorum	No meeting	Present	Present	No meeting
Present	Present	Present	Present	No quorum	No meeting	Present	Present	No meeting
Present	Present	Absent	Absent	No quorum	No meeting	Absent	Absent	No meeting
		Present	Present	No quorum	No meeting	Present	Present	No meeting

Special
Meeting

23-May	23-Jun	23-Jul	23-Aug	23-Sep	23-Oct	23-Nov	23-Dec	
Cxl	Cxl							
Cxl	Cxl							
Cxl	Cxl							
Cxl	Cxl							
Cxl	Cxl							
Cxl	Cxl							
Cxl	Cxl							


Absent Totals
1
2
0
1
0
8
0

PRESENT MEMBERS	TERM:	APPOINTED DATE:	TERM EXPIRES:	APPOINTED BY:
Joe Lee Rubio	1st 2-yr. term	8/21/2018	8/21/2020	Com. Neece
Ben del Angel	1st 2-yr term	8/21/2018	8/21/2020	Com. Munguia
Esli Ceballos	1st 2-yr term	6/6/2017	6/6/2019	Com. Gowen
Luis R. Abad	1st 3-yr term	7/20/2021	7/20/2024	Mayor Mendez
Priscilla Noriega	1st 3-yr term	7/20/2021	7/20/2024	Com. de los Santos
Hiram Lozano	1st 3-yr term	12/14/2021	12/14/2024	Com. Tetreau
Eva Garcia	1st 3-yr term	12/14/2021	12/14/2024	Com. Galonsky

PRESENT MEMBERS	TERM:	APPOINTED DATE:	TERM EXPIRES:	APPOINTED BY:
Joe Lee Rubio	2nd 3-yr. term	6/16/2020	6/16/2023	Com. Neece
Ben del Angel	2nd 3-yr term	7/20/2021	7/20/2024	Com. Gowen
Esli Ceballos	2nd 3-yr term	7/2/2019	7/2/2022	Com. Tetreau
Luis R. Abad	1st 3-yr term	7/20/2021	7/20/2024	Mayor Mendez

Priscilla Noriega	1st 3-yr term	7/20/2021	7/20/2024	Com. Longoria
Hiram Lozano	1st 3-yr term	12/14/2021	12/14/2024	Com. Tetreau
Eva Garcia	1st 3-yr term	12/14/2021	12/14/2024	Com. Galonsky

Training and Attendance Repor

Member Name	Open Meetings Training Act	Public Information Training Act	22-Jan	22-Feb	22-Mar	22-Apr
Joe Lee Rubio			Absent	Present	Present	Present
Ben del Angel	Completed	Completed	Present	Present	Present	Present
Esli Ceballos			Absent	Present	Present	Present
Luis R. Abad			Present	Present	Present	Present
Priscilla Noriega	Completed	Completed	Absent	Absent	Absent	Present
Hiram Lozano			Present	Absent	Absent	Present
Eva Garcia	Completed	Completed	Present	Present	Present	Present

Excused
Unexcused

(E) A board member who is absent for three consecutive regular meetings or one-third of all regular meetings in a absence due to illness or injury of the board member, an illness or injury of a board member'simmediate family me must notify the staff liaison of the reason for the absence not laterthan the date of the next regular meeting of the b absence.

Training and Attendance Repor

Member Name	Open Meetings Training Act	Public Information Training Act	23-Jan	23-Feb	23-Mar	23-Apr

Joe Lee Rubio			Absent	Present	Present	Present
Ben del Angel			Absent	Present	Present	Present
Esli Ceballos			Absent	Present	Present	Absent
Luis R. Abad			Absent	Present	Present	Absent
Priscilla Noriega			No quorum	Present	Absent	Present
Hiram Lozano			No quorum	Present	Present	Absent
Eva Garcia			No quorum	Present	Present	Present

Excused
Unexcused

(E) A board member who is absent for three consecutive regular meetings or one-third of all regular meetings in a
absence due to illness or injury of the board member, an illness or injury of a board member'simmediate family me
must notify the staff liaison of the reason for the absence not laterthan the date of the next regular meeting of the b
absence.

UPDATED 6/7/2023

22-May	22-Jun	22-Jul	22-Aug	22-Sep	22-Oct	22-Nov	22-Dec	Total Absent
Present	Present	No Meeting	Present	Present	Absent	Absent	Present	3
Absent	Present	No Meeting	Present	Present	No quorum	No quorum	Present	1
Present	Present	No Meeting	Absent	Present	No quorum	Absent/Excused	Present	3
Present	Present	No Meeting	Present	Present	Absent	No quorum	Absent	1
Absent	Present	No Meeting	Absent	Absent	No quorum	Absent	Present	7
Absent	Absent	No Meeting	Absent	Present	Absent	Absent/Excused	Present	7
Present	Present	No Meeting	Present	Present	No quorum	No quorum	Present	

"rolling" twelve month timeframe automatically vacates the member's position. This does not apply to an ember, or the birth or adoption of the board member's child for 90 days after the event. The board member board. Failure to notify the liaison before the next regular meeting ofthe board will result in an unexcused

23-May	23-Jun	23-Jul	23-Aug	23-Sep	23-Oct	23-Nov	23-Dec	Total Absent

Present	Present							1
Present	Present							1
Absent	Absent							3
Present	Present							2
Present	Present							1
Absent	Present							2
Absent	Present							1

“rolling" twelve month timeframe automatically vacates the member's position. This does not apply to an ember, or the birth or adoption of the board member's child for 90 days after the event. The board member board. Failure to notify the liaison before the next regular meeting ofthe board will result in an unexcused

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Omar Ochoa, Building Official
Date:	Tuesday, July 11, 2023
Agenda #:	Consideration and **ACTION** on **Resolution Number 2023-084**, to appoint, reappoint, and/or remove Regular and Alternate Members to the Building and Standards Commission. (Planning & Redevelopment Department)

Summary:
Based on City of Bronwsville's Ordinance Number 2008-1485, the Building and Standards Commission is made up of five (5) Regular Members and two (2) Alternate Members serving for 2-year terms.

Current Board of Adjustment members have requested to serve on the Building and Standards Commission. The Office of the City Attorney (OCA) has reviewed this request and has opined that such dual service is legal. OCA will conduct trainings along with the Planning and Redevelopment Department once the board is fully seated.

Project Scope and Analysis:

- Expired Terms: Seven (7)
  - Jose Trevino – August 4, 2022 – Appointed by Comm. Jessica Tetreau
  - Larry Hollman – June 16, 2022 – Appointed by Comm. Ben Neece
  - Fabriel Cisneros – June 16, 2022 – Appointed by Comm. Jessica Tetreau
  - Jaime Ibarra – January 22, 2021 – Appointed by Comm. Jessica Tetreau
  - Olga E. Gonzalez – March 19, 2021 – Appointed by Comm. Jessica Tetreau
  - David Diaz (alternate) – March 19, 2021 – Appointed by Comm. Ricardo Longoria
  - Carlos Martinez (alternate) – March 19, 2021 – Appointed by Comm. Ricardo Longoria

Funding:

Source: Item does not require Fiscal Department approval

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:
The Planning & Redevelopment Department requests that City Commission appoint or re-appoint five (5) Regular Members and two (2) Alternate Members to the Building and Standards Commission.

Commission Pillar:
Planning & Redevelopment
Quality of Life
Governance

Attachments:
1. BOARD TEMPLATE
2. Sample Resolution-Board Appointment
3. Building and Standards Commision Board Appointments 2

Ordinance Number:	Board Name:	Meeting Date:
2023-084	Building and Standards Commission	07-11-2023
Composition: 5 regular members, 2 alternate members	**Term of Office: 2-year terms**	

Present Board Members	Residing District	Term	Appointed	Expires	Eligible for Re-Appt (Y/N)	Willing to Serve (Y/N)	Staff Recommendation (Y/N)	Appointed by:
Jose Trevino	**2**	1st 2 year term	8/04/2020	8/04/2022	Y			Commissioner Jessica Tetreau
Larry Hollman	**2**	1st 2 year term	6/16/2020	6/16/2022	Y			Commissioner Ben Neece
Fabriel Cisneros	**2**	3rd 2 year term	6/16/2020	6/16/2022	Y			Commissioner Jessica Tetreau
Jaime Ibarra	**4**	2nd 2 year term	1/22/2019	1/22/2021	Y			Commissioner Jessica Tetreau
Olga E. Gonzalez	**2**	1st 2 year term	3/19/2019	3/19/2021	Y			Commissioner Jessica Tetreau
David Diaz (alternate)	**4**	1st 2 year term	3/19/2019	3/19/2021	Y			Commissioner Ricardo Longoria
Carlos Martinez (alternate)	**4**	1st 2 year term	3/19/2019	3/19/2021	Y			Commissioner Ricardo Longoria

APPLICATIONS ON FILE - PROSPECTIVE BOARD MEMBERS -

Applicants	Residing District	Serving on Other City Boards	Eligible for Re-Appt (Y/N)	Staff Recommendation (Y/N)	Areas of Interest
Blanca M. Campbell	1	**No**			Planning, Beautification
Juan M. Pequeno	4	**Yes** Ethics Advisory Committee/ Capital Improvement Advisory Committee			Historic, Planning, Beautification
Claudia Lozano	4	**No**			Auditing, Finance
Marcos Cardoza	4	**Yes,** Board of Adjustment			
Dillon E. Vanderford	2	**Yes,** Board of Adjustment			
Howard Slackman	2	**Yes,** Board of Adjustment			

RESOLUTION NUMBER 2023-084

A RESOLUTION OF THE CITY OF BROWNSVILLE APPOINTING MEMBERS TO THE BUILDING AND STANDARDS COMMISSION

WHEREAS, the Building and Standards Commission is regulated under City of Brownsville Code of Ordinances Number 2008-1485; and

WHEREAS, Building and Standards Commission is a quasi-judicial commission that hears and determines cases concerning alleged violation of Chapter 18.- Buildings and Building Regulations of the City of Brownsville Code of Ordinances; and

WHEREAS, the City Commission shall appoint each Board member, two (2) year term, and shall serve without compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, the following individuals are appointed or re-appointed to serve expired or un-expired terms on the Building and Standards Commission.

NAME	EXPIRED/UNEXPIRED	TERM ENDING

PASSED and APPROVED on this _____ day of July 2023.

City of Brownsville

_____
John Cowen, Jr.
Mayor

ATTEST:

_____
Yolanda Galarza-Gomez, TRMC
City Secretary

Building & Standards Commission

PURPOSE

- To hear cases concerning alleged violations of the 2018 International Property Maintenance Code and COB adopted codes and Ordinances regarding Chapter 18 – Building and Building Regulations.
- To serve as a quasi-judicial board to the City Commission.
- Issues orders to vacate, relocate occupants, repair, demolish, or secure premises, and may assess civil penalties.

WHEN THEY MEET

Once a month at 5:30 PM at the City Commission Chambers located at City Hall on the second (2nd) floor of the Old Federal Courthouse: 1001 E. Elizabeth Street.

WHO THEY ARE

The Building and Standards Commission shall be comprised of five members and two alternates.

Member	Residing District	Appointment Date	Appointed By
Jose Trevino	2	8/04/2020	Commissioner Jessica Tetreau
Larry Hollman	2	6/16/2020	Commissioner Ben Neece
Fabriel Cisneros	2	6/16/2020	Commissioner Jessica Tetreau
Jaime Ibarra	3	1/22/2019	Commissioner Jessica Tetreau
Olga E. Gonzalez	3	3/19/2019	Commissioner Jessica Tetreau
David Diaz (alternate)	4	3/19/2019	Commissioner Ricardo Longoria
Carlos Martinez (alternate)	4	3/19/2019	Commissioner Ricardo Longoria

Expired Term

Building and Standards Commission: Applicants

Applicant	District
Juan M. Pequeno Currently serving Ethics Advisory Commission Capital Improvement Advisory Committee (CIAC)	4
Blanca M. Campbell	1
Claudia Lozano	4
Marcos Cardoza (BOA)	4
Dillon E. Vanderford (BOA)	2
Howard Slackman (BOA)	2

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Will Trevino, First Assistant City Attorney
Date:	Tuesday, July 11, 2023
Agenda #:	Consideration and **ACTION**, if any, to approve **Resolution Number 2023-082** to appoint, reappoint, and/or remove member(s) on the Brownsville Public Utilities Board (BPUB). (Office of the City Attorney)

Summary:
Brownsville Public Utilities Board member Sandra Saenz has resigned from the board effective June 30, 2023. On June 27, 2023, by minute entry, the City Commission adopted board placements that aligned with the Charter Amendments that the voters approved on May 6, 2023. The replacement appointment for Ms. Saenz would be nominated by District 1 and approved by a 2/3 majority of the City Commission.

Project Scope and Analysis:

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:
Staff recommends reviewing the board appointments and filling any vacancies.

Commission Pillar:
Governance

Attachments:
1. Resignation Letter from Sandra Saenz
2. BPUB-Resolution 2023-082

3. Exhibit "A"

June 28, 2023

Mr. Art Rendon,
Board Chair
Brownsville Public Utilities Board
1425 Robinhood Drive
Brownsville, TX 78520

Dear Board Members:

On June/July of 2019 I had the good fortune of having been nominated, appointed, and approved by the City Commission to serve on this board. The last 4 years have brought many challenges, experiences and memories which have proved rewarding on many different levels.

The time has now arrived that after 4 years of having the opportunity to serve, it is time to afford the opportunity for someone else to continue with the important work at Brownsville Public Utilities Board.

Effective at the end of this month, such being June 30, 2023, I am tendering my resignation and will no longer continue to be able to serve in the capacity as a Board Member for BPUB.

I will always be available for any useful purpose that my experience can afford this board and will be happy to continue to support it as a rate payer as well as a citizen of Brownsville.

Allow me to take this opportunity to not only thank all the Board Members who have served with the undersigned during this period, I would like to thank the entire staff, administration, and all employees of the BPUB organization during my entire tenure as a Board Member.

I remain, respectfully yours,

Sandra Saenz

RESOLUTION NUMBER 2023-082

A RESOLUTION OF THE CITY OF BROWNSVILLE APPOINTING MEMBER(S) TO THE PUBLIC UTILITIES BOARD OF THE CITY OF BROWNSVILLE, TEXAS, ("BPUB")

WHEREAS, the BPUB Board of Directors was established to manage and operate the electric, water and wastewater utility systems of the City of Brownsville by Article VI of the Home Rule Charter of the City; and

WHEREAS, on May 6, 2023, the Special Election was held at which the qualified voters of the City had the opportunity to vote for the adoption or rejection of proposed six (6) amendments to the existing charter of the City; and

WHEREAS, the City Commission shall appoint each Board Member for a four-year (4) term and no director shall serve more than two (2) terms of four (4) years. The term of all directors of the Board shall commence and expire as provided by Article VI of the Home Rule Charter and the Member appointed shall serve without compensation; and

WHEREAS, on June 27, 2023, by minute entry, the City Commission adopted board placements one through seven that aligned with the Charter Amendments that the voters approved on May 6, 2023, as shown on Exhibit "A" for the Brownsville Public Utilities Board; and

WHEREAS, Commissioner Pedro Cardenas moved to appoint Alejandro Najera for position four starting July 2, 2023, to the Brownsville Public Utilities Board, and Commissioner Rose Gowen moved to appoint Daisy Zamora for position six starting July 2, 2023, to the Brownsville Public Utilities Board; and each appointment was carried unanimously; and

WHEREAS, Board Member Sandra Saenz has submitted a letter of resignation with an effective date of June 30, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, the following individual is nominated by Commissioner Bryan Martinez to serve the unexpired term on the BPUB Board of Directors Position 1.

NAME	EXPIRED/UNEXPIRED	TERM ENDING

PASSED and APPROVED on this 11th day of July 2023.

City of Brownsville

_____

John Cowen, Jr.
Mayor

ATTEST:

_____

Yolanda Galarza
City Secretary

Approved as to legality and form
this _____ day of _____

_____
Office of the City Attorney

Exhibit “A”

Exhibit “A”

Adopted Amendment Number 4 (Proposition D)

Proposition D: Shall Article VI, Section 1 (c) of the City Charter be amended to allow a two-thirds supermajority of the City Commission to appoint members to the Brownsville Public Utilities Board, with each City Commissioner making a nomination for appointment to the Board when a vacancy exists by virtue of a term-limit, resignation, death, or other incapacity?

Section 1.4. Amendments: Article VI, Section 1(c), of the City Charter of the City of Brownsville, shall be amended as follows, with strikethrough text as deletions and underlined text as additions:

ARTICLE VI. - UTILITIES BOARD

Section 1. - Management.

...

(c) Membership and Terms of Office. The Board shall be composed of seven members. The Mayor of the City of Brownsville shall ex officio be one of the voting members of the Board. The remaining members of the Board shall be appointed by a two-thirds supermajority ~~the majority~~ of the City Commission to serve ~~the following~~ staggered four (4) year~~s~~ terms of office~~:~~. Each sitting city commissioner shall nominate a qualified individual upon the creation of a vacancy on the Board as provided by subsections e or f of Section 1, thereby creating Places 1 through 6, with the mayor serving in Place 7. There shall be no district residency requirement to serve for a specific position on the Board. The nominations and terms shall be as follows:

City Commissioner, District 1, shall make a nomination for Position One which shall expire on odd number years ~~of the Board shall be that position currently held by A1 Villarreal which term of office shall expire on July 1, 2009~~;

City Commissioner, District 2, shall make a nomination for Position Two which shall expire on even number years ~~of the Board shall be that position currently held by Robert Guerra which term of office shall expire on July 1, 2010~~;

City Commissioner, District 3, shall make a nomination for Position Three which shall expire on odd number years ~~of the Board shall be that position currently held by Emanuel Vasquez which term of office shall expire on July 1, 2011~~;

City Commissioner, District 4, shall make a nomination for Position Four which shall expire on odd number years ~~of the Board shall be that position currently held by Arturo Farias which term of office shall expire on July 1, 2011~~;

City Commissioner, At-Large "A" shall make a nomination for Position Five which shall expire on even number years ~~of the Board shall be that position currently held by Ramon Hinojosa which term of office shall expire on July 1, 2012~~;

City Commissioner, At-Large "B" shall make a nomination for Position Six which shall expire on odd number years ~~of the Board shall have a term of office which shall expire on July 1, 2013~~; and

Position Seven shall be the mayor who serves as ex officio.

...

June 27, 2023 Adopted Placements to align with Charter Amendments

Place No.	Name	Appointed by Commissioner	District	Odd/Even	From	To	Terms	Replaced	Notes
1	Sandra Saenz	Bryan Martinez	District 1	Odd	July 2, 2021	July 1, 2025	2nd Term	Reappointed	Appointed 7/20/21 by Nurith Galonsky for 2nd term.
2	Patricio Sampayo	Linda Macias	District 2	Even	July 2, 2020	July 1, 2024	1st Term	Armando Magallanes	Appointed 6/16/20 by Ben Neece. Sworn in by CB 7/13/20.
3	Arthur "Art" Rendon	Roy De los Santos	District 3	Odd	July 21, 2021	July 1, 2025	1st Term	Timothy A. Lopes	Appointed July 20, 2021 by Roy De Los Santos.
4	Alejandro Najera	Pedro Cardenas	District 4	Odd	July 2, 2023	July 1, 2027	1st Term	Jude A. Benavides, PhD who replaced Rafael Chacon	Appointed Alejandro Najera on June 27, 2023 for July 2, 2023 start. Dr. Jude Benavidez Appointed 7/2/19 by Jessica Tetreau. 7/8/19 sworn in by RB.
5	Joseph L. Hollmann, PhD	Tino Villareal	At Large A	Even	Aug 4, 2022	July 1, 2026	1st Term	Anna Oquin	Appointed 8/2/22 by John Cowen.
6	Daisy Zamora	Rose Gowen	At Large B	Odd	July 2, 2023	July 1, 2027	1st Term	Sandra Langley who replaced Martin Arambula	Appointed Daisy Zamora on June 27, 2023 for July 2, 2023 start. Sandra Langley appointed 7/2/19 by Rose Gowen. 7/8/19 sworn in by RB.
7	John Cowen, Jr.	Charter	Mayor	Odd	Elected 5/6/2023	May 2027	1st Term	Trey Mendez who replaced Tony Martinez	Elected (run-off election) June 22, 2019. Sworn in by COB 7/2/19.

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Dr. Art Rodriguez,DNP,MPH,CPM, Public Health Director
Date:	Tuesday, July 11, 2023
Agenda #:	Consideration and **ACTION**, if any, to approve **Resolution Number 2023-095** to appoint, reappoint, and/or remove member(s) on the Animal Regulation and Care Advisory Committee. (Public Health and Wellness Department)

Summary:
The Animal Regulation Care and Advisory Committee (ARCAC) which oversees the operations of the animal shelter and ensures adherence to applicable requirements of the Texas Department of Health, is seeking the appointment of board seats that are expiring or currently not filled.

Project Scope and Analysis:

Funding:

Source: N/A

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:
Staff recommends reviewing appointments and filling any vacancies.

Commission Pillar:
Governance

Attachments:
1. Board Template-Animal Shelter Advisory Committee

2. ARCAC ADVISORY POSITIONS Power Point
3. Resolution Number 2023-095

Ordinance Number:	Board Name:	Meeting Date:
88-1169	Animal Regulation and Care Advisory Committee	
Composition: City Health Authority, 1 Commissioner, 1 representative from an animal welfare organization, 1 license. veterinarian, 7 citizens	**Term of Office:** 2 years	

Present Board Members	Residing District	Term	Appointed	Expires	Eligible for Re-Appt (Y/N)	Willing to Serve (Y/N)	Appointed by:	Serving on Other City Boards
Dr. Christopher Romero				Indefinite				
Commissioner Bryan L. Martinez	**1**			Term of Office			Commission	
Marsletta Knopp	**3**	1st 4 yr. term	08/06/2019	08/06/2023			Commissioner Tetreau	
Natalie Herfindahl	**3**	1st 4 yr. term	08/06/2019	08/06/2023			Commissioner Tetreau	
Guadalupe Campos-Galvez	**3**	2nd 4 yr. term	08/06/2019	08/06/2023			Commissioner Tetreau	
Dr. Shirley Wells	**3**	1st 4 yr. term	12/14/2021	12/14/2025			Commissioner De los Santos	
VACANT								
Dr. Logan McAllister, Licensed Veterinarian			11/16/2022	11/26/2026			Commissioner De los Santos	
Michelle Miller	**4**		12/14/2021	12/14/2025			Commissioner Cardenas	
Teresa Saldivar	**4**		12/14/2021	12/14/2025			Commissioner Cowen, Jr.	

APPLICATIONS ON FILE - PROSPECTIVE BOARD MEMBERS -

Applicants	Residing District	Serving on Other City Boards	Eligible for Re-Appt (Y/N)	Staff Recommendation (Y/N)	Areas of Interest
Olivia Rodriguez	4				
Claudia Lozano	4				



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REGULATION AND CARE CENTER

Consideration and **ACTION**, if any, to approve **Resolution Number 2023-095** to appoint, reappoint, and/or remove member(s) on the Animal Regulation Care and Advisory Committee. (Public Health Department)

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Animal Regulation and Care Advisory Committee

PURPOSE

To oversee the operations of the animal shelter.
Ensure adherence to applicable requirements of the Texas Department of Health.
Suggest necessary modifications to the City of Brownsville Code of Ordinances relating to animals and animal regulation and care.

WHEN THEY MEET

The Animal Regulation and Care Advisory Committee meets quarterly, at different locations. The City Health Authority may call more frequent meetings if determined that such meetings are necessary.

WHO THEY ARE

The committee consist of 11 members:
The City Health Authority
One (1) City Commissioner
One (1) representative from an animal welfare organization
One (1) licensed veterinarian
Seven (7) additional citizens

Member	District	Term Expiration	Appointed by
Dr. Christopher Romero	N/A	Indefinite	
Bryan L. Martinez	1	Term of Office	Commissioner Bryan L. Martinez
Marsletta Knapp	3	08/06/2023	Commissioner J. Tetreau
Natalie Herfindahl	3	08/06/2023	Commissioner J. Tetreau
Guadalupe Campos-Galvez	3	08/06/2023	Commissioner J. Tetreau
Leticia D. Castillo	2	09/03/2023	Commissioner J. Tetreau
Vacant			
Dr. Logan McAllister, Licensed Veterinarian	N/A	11/16/2026	Commissioner De los Santos
Michelle Miller	4	12/14/2025	Commissioner Cardenas
Teresa Saldivar	4	12/14/2025	Commissioner Cowen, Jr.
Dr. Shirley Wells	4	12/13/2021	Commissioner De los Santos

Animal Regulation and Care Center : Applicants

Applicant's Name	District
Olivia Rodriguez	**4**
Claudia Lozano	**4**

Thank You



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REGULATION AND CARE CENTER

RESOLUTION NUMBER(S) 2023-095
A RESOLUTION OF THE CITY OF BROWNSVILLE APPOINTING MEMBERS TO THE ANIMAL REGULATION AND CARE ADVISORY COMMITTEE.

WHEREAS, the Animal Regulation Care and Advisory Committee (ARCAC) was created by Ordinance 2021-971-H, as amended; and

WHEREAS, the Animal Regulation Care and Advisory Committee (ARCAC) is to be composed of 11 voting members to be appointed to a 2-year term and shall serve without compensation, except the City's Health Authority; and

WHEREAS, the board is comprised of the City Health Authority, one City Commissioner, one representative from an animal welfare organization, one licensed veterinarian, and seven citizens; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, the following individuals are appointed or re-appointed to serve an expired or un-expired term on the Animal Regulation Care and Advisory Committee.

NAME	EXPIRED/UNEXPIRED	TERM ENDING

PASSED and APPROVED on this _____ day of July 2023.

City of Brownsville

_____
John Cowen, Jr.
Mayor

ATTEST:

_____
Yolanda Galarza-Gomez, TRMC
City Secretary

DRAFT

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Will Trevino, First Assistant City Attorney
Date:	Tuesday, July 11, 2023
Agenda #:	Consideration and **ACTION**, if any, to approve **Resolution Number(s) 2023-088** through **Resolution Number(s) 2023-106** (except 2023-095) to amend board and commission policies and/or to appoint, reappoint, and/or remove member(s) from the following boards and commissions: Audit & Oversight; Airport Advisory Board; Architectural Control Committee; Charter Review Committee; Greater Brownsville Incentives Corporation (GBIC); Historic Preservation Commission; Planning & Zoning Commission; Bicycle & Pedestrian Advisory Committee; Brownsville Community Improvement Corporation (BCIC); Capital Improvements Advisory Committee (CIAC); Community Improvement Corporation; LGBTQ Task Force; Main Street Advisory Board; Paseo de la Resaca Landscaping & Lighting; Public Library System Advisory Board; Transit Advisory Committee; and La Posada Task Force. (Commissioner Bryan L. Martinez and Commissioner Roy De los Santos)

Summary:
City staff were asked to provide a presentation on current board and commission appointment and eligibility policies and to compile information related to current board appointments. The information provided was prepared to help orient new City Commissioners and refresh the remaining City Commission on organizational information for the various boards so that they have the information needed to help navigate their current and future board appointments.

Any changes to a specific board may be made by the resolution number identified below. Resolution Number 2023-106 will be used for any specific changes to the current appointment and eligibility policies. Action may be taken on this item by individual resolution number or tabled to a future meeting.

Resolution Number 2023-088	Audit & Oversight
Resolution Number 2023-089	Airport Advisory Board
Resolution Number 2023-090	Architectural Control Committee
Resolution Number 2023-091	Charter Review Committee

Resolution Number 2023-092	Greater Brownsville Incentives Corporation (GBIC)
Resolution Number 2023-093	Historic Preservation Commission
Resolution Number 2023-094	Planning & Zoning Commission
Resolution Number 2023-096	Bicycle & Pedestrian Advisory Committee
Resolution Number 2023-097	Brownsville Community Improvement Corporation (BCIC)
Resolution Number 2023-098	Capital Improvements Advisory Committee (CIAC)
Resolution Number 2023-099	Community Improvement Corporation
Resolution Number 2023-100	LGBTQ+ Task Force
Resolution Number 2023-101	Main Street Advisory Board
Resolution Number 2023-102	Paseo de la Resaca Landscaping & Lighting
Resolution Number 2023-103	Public Library System Advisory Board
Resolution Number 2023-104	Transit Advisory Committee
Resolution Number 2023-105	La Posada Task Force

Project Scope and Analysis:

Funding:

Source: N/A

Amount:

Local Contribution if Applicable:

Recommendation:
Staff recommends reviewing the board and commission policies and appointments.

Commission Pillar:
Governance

Attachments:
1. BoardApptPolicy-Approved10-02-2018
2. Mega RESOLUTION NUMBER

CITY OF BROWNSVILLE POLICY ON BOARD AND COMMISSION MEMBER APPOINTMENT AND ELIGIBILITY
(Approved: October 02, 2018)

I. PURPOSE:

To encourage qualified individuals to serve on city boards, to increase the information available to the public regarding service on city boards, to make the commission aware of qualified individuals who may be willing to serve on city boards. The City Commission recognizes that the City is best served by boards and advisory bodies that reflect the geographic distribution and diversity of the community they serve. The Commission also recognizes that the needs of the City and the agencies are best met when qualified candidates are matched to the boards' individual requirements.

II. APPOINTMENT PROCESS FOR BOARD APPOINTMENT BY THE CITY COMMISSION

The Department Directors shall promptly notify the City Secretary of any current or anticipated vacancies on city boards and committees. The members of the City Commission should also actively recruit candidates who wish to apply for service on City boards and committees.

The City Secretary shall post and advertise on the City's web page current and upcoming vacancies in city boards and committees. All applicants shall complete an application packet containing and execute a conflict of interest statement before being considered for service on any city committee. The City Secretary will gather all applications which meet the minimum eligibility criteria set forth in this policy and submit them to the City Commission. The applications will be considered to be on file and effective for one year. The City Commission, during a posted public meeting, may only consider applicants whose completed applications are on file no less than 15 days prior to consideration for appointment to a board or committee.

All Board members will be elected by the City Commission as provided by state law, the city charter or the relevant bylaws. The City Commission will make every reasonable attempt to insure that geographical diversity of the different city districts are fairly represented on all boards. On all boards having six or more appointed members, such board shall consist of a board member from of the respective district: all others may be selected from the qualified candidates as determined by the commission. In the event there fails to be a qualified candidate from an individual district, the commission may, in their discretion, select a qualified candidate from an individual district, **the** ***commission may, in its discretion, select a qualified candidate from any other district or, if no residing requirement, from the entire number of qualified candidates regardless of the district they reside.***

The members of the Commission shall make their motions to appoint from the names of qualified candidates who have a valid application on file and who are eligible for a term on said board/committee. The Commission may also, subject to each commissioners right to make nominations, in its discretion, vote to consider other applicants who have completed applications and conflict of interest statements on file with the City Secretary's office who may have missed the application deadline.

III. APPLICATION PROCESS APPLICABLE TO MAYORAL APPOINTMENTS

Texas Law gives the Mayor of a municipality the unilateral authority to make certain appointments. [TLGC Sec. 392.031] The following procedure is advisory only. The Mayor should, any time he wishes to make an appointment, notify the city secretary of the vacancy, who shall post and advertise on the city's web page current and upcoming vacancies in applicable City boards and committees. Any interested applicant seeking an appointment should complete an application packet containing and execute a conflict of interest statement before being considered for a mayoral appointment for service on any city board / committee. The City Secretary will gather all applications which meet the minimum eligibility criteria set forth in this policy and submit them to the Mayor and Commissioners for review. The Mayor shall announce the name of the appointee at a City Commission meeting. Such a policy ensures that the Commissioners and the public are informed of who was appointed by the Mayor.

IV. ELIGIBILITY CRITERIA

(a) Written Application. A signed, current application form is required for consideration for service on a board or committee. Applications are considered current for one (1) year after original submittal, after which the application will be removed from consideration. The applicant may reapply and submit a new application.

(b) Residency. Unless the authorizing ordinance or law creating or otherwise governing a board or committee specifically requires otherwise, appointees should be residents of the City of Brownsville, Texas. However, the Commission may also appoint an individual to a city board if otherwise permitted by law, where that individual has established a business in Brownsville, provided significant civic or community service within Brownsville or who has otherwise demonstrated prior significant willingness to serve the community in Brownsville, Texas. The same shall apply to appointments made the Greater Brownsville Incentives Corporation (GBIC a Type-A corporation) and the Brownsville Community Improvement Board (BCIC a Type-B corporation) where permitted by state law.

(c) Criminal Check. No individual may serve on any city board or committee who has a felony conviction or who has, within the past ten years, been convicted of any crime of moral turpitude.

(d) Vendors or Grantees. No individual who is presently a city vendor, or who presently owns a substantial interest in any company which is a city vendor, is eligible to sit on a city board which contracts directly with that vendor. No individual who has obtained business incentives from a city board, or individual who owns a substantial interest in any company which has obtained business incentives from any city board, may serve on that same city board or committee within five years of receiving such incentives.

V. TERM OF OFFICE, ATTENDANCE AND MULTIPLE SERVICE

(a) All terms shall be two (2) years unless otherwise provided by state law or ordinance.

(b) Appointments. Appointments shall be made twice a year, and appointments are effective when made, unless the appointment is made for filling a vacancy in which case the appointment shall be for the remainder of the term filled. The Commission can fill any unexpired term with an appointment from any qualified individual who has an application and conflict of interest waiver on file with the city secretary.

(c) Attendance. A board or commission member shall attend seventy-five percent (75%) of the board meetings to be considered for reappointment. Any Board member or committee member who has three consecutive unexcused absences shall be automatically deemed to have resigned from his/her appointment with no further action by the commission.

(d) Term Limits. The recommended limit for service on a board or commission is two (2) consecutive two-year terms; however circumstances shall allow for longer member service at the discretion of the City Commission.

(e) Continued Service. A board or commission member is immediately eligible for all other boards and commissions upon completion of term limits on current board or commission.

(f) Multiple Service. Board and commission members shall not serve concurrently on more than one board or commission. If members at the time of this section's enactment are serving on more than one board or commission, they shall complete their current terms as provided by their appointments unless otherwise removed from a position in accordance with City Ordinance or State Law. This section will become effective immediately upon the date of enactment by the City Commission.

(g) Family Service. No spouses or individuals related within one degree of consanguinity or affinity may simultaneously serve on the same city board. Spouses and individuals related within one degree of consanguinity or affinity may serve on different city boards provided they comply with any statutes or rules pertaining to conflict of interest.

(h) Removal. The City Commission may remove any board member at any time, with or without cause, including but not limited to the failure to attend seventy-five percent (75%) of board meetings. This shall not apply to Boards whose removal is governed by the city charter or state statute, in which case the city charter or state statute will control. The procedures relating to removal of board members shall apply to all city boards, including the GBIC and the BCIC, whose Board members serve at the will of the City Commission. The procedures relating to removal of board members shall not apply to the Brownsville PUB as the provisions for removal of PUB Directors are established by City Charter.

VI. OFFICIAL NOTIFICATION.

A letter of appointment shall be sent to each member appointed to a board or commission. A letter of gratitude shall be sent to each retiring member.

VII. NONDISCRIMINATION.

The City of Brownsville is committed to providing an inclusive and welcoming environment for all members of our community and to ensuring that board and committee appointments are based on individuals' abilities and qualifications. Consistent with this principle and applicable laws, it is therefore the City's policy not to discriminate in making appointments to its boards and committees on the basis of race, color, gender, national origin, age, religion, creed, disability, veteran's status, sexual orientation, gender identity or gender expression. Such a policy ensures that only relevant factors are considered and that equitable and consistent standards of conduct and performance are applied.

VIII. SAVINGS CLAUSE

These rules shall apply generally as follows:

This policy shall apply generally to all city boards with the exception that, in the case of a conflict between this policy and state law, or the city charter, state law or the city charter shall prevail.

The procedures relating to the Commission's appointment of board members shall apply to all City Boards, including the Brownsville PUB, the GBIC a Type-A corporation, and the BCIC a Type-B corporation.

In the event of a conflict, between this policy and any bylaw provision of any internal city board (but not the Brownsville Public Utilities Board,) this policy shall control.

If any provision of this policy is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this policy shall remain in full force and effect.

IX. NON WAIVER

This policy is intended as a procedural guide for the City Commission and is not intended to establish any property right or procedural right as to any board appointment which appointments are totally discretionary with the City Commission. The City Commission shall have the right to modify or change this policy.

The right to make an appointment to any City Board is a discretionary right which belongs to the City Commission or, in several cases where required by statute, the Mayor. The City Commission does not, through adoption of this policy, abandon or cede any of its discretionary rights to make appointments.

This policy is intended as a guide for the Commissions and shall not create any property right or right to procedural due process or due course of law under the constitutions of the State of Texas or the United States. The Commission reserves the right to change or eliminate this procedure at any time it feels, in its discretion, it no longer best serves the interests of the City of Brownsville.

RESOLUTION NUMBER(S) 2023-088 – 2023-105
A RESOLUTION OF THE CITY OF BROWNSVILLE APPOINTING MEMBERS TO THE [BOARD AND COMMISSION].

Resolution Number 2023-088	Audit & Oversight
Resolution Number 2023-089	Airport Advisory Board
Resolution Number 2023-090	Architectural Control Committee
Resolution Number 2023-091	Charter Review Committee
Resolution Number 2023-092	Greater Brownsville Incentives Corporation (GBIC)
Resolution Number 2023-093	Historic Preservation Commission
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Resolution Number 2023-098	Capital Improvements Advisory Committee (CIAC)
Resolution Number 2023-099	Community Improvement Corporation
Resolution Number 2023-100	LGBTQ+ Task Force
Resolution Number 2023-101	Main Street Advisory Board
Resolution Number 2023-102	Paseo de la Resaca Landscaping & Lighting
Resolution Number 2023-103	Public Library System Advisory Board
Resolution Number 2023-104	Transit Advisory Committee
Resolution Number 2023-105	La Posada Task Force

WHEREAS, the [Board and Commission] was created by Ordinance/Resolution _____; and

WHEREAS, the [Board and Commission] is to be composed of [X] members to be appointed to a [_____] year term and shall serve without compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, the following individuals are appointed or re-appointed to serve an expired or un-expired term on the [Board and Commission].

NAME	EXPIRED/UNEXPIRED	TERM ENDING

PASSED and APPROVED on this _____ day of July 2023.

City of Brownsville

_____

John Cowen, Jr.
Mayor

ATTEST:

_____

Yolanda Galarza-Gomez, TRMC
City Secretary

DRAFT