

LOUIS R. RIGBY
Mayor
BRANDON LUNSFORD
Councilperson At Large A
BRENT McCAULLEY
Councilperson At Large B
MANDI WILLIAMS
Councilperson District 1



CHUCK ENGELKEN
Mayor Pro Tem
Councilperson District 2
BILL BENTLEY
Councilperson District 3
RICK HELTON
Councilperson District 4
JAY MARTIN
Councilperson District 5
ROBBIE McLARRIN
Councilperson District 6

CITY COUNCIL MEETING AGENDA

Notice is hereby given of a regular meeting of the La Porte City Council to be held August 28, 2023, at 6:00 p.m., in the City Hall Council Chamber, 604 West Fairmont Parkway, La Porte, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action.

Remote participation is available. Attend via a screen using this link:

<https://us02web.zoom.us/j/89074198975?pwd=VDY3d2MvUzVvZEpCNzY3dUkzZ2lZdz09Join> by phone at 888-475-4499 or 877-853-5257. The meeting ID is 890 7419 8975 and the passcode is 413530.

1. **CALL TO ORDER**
2. **INVOCATION** – The invocation will be given by Pastor Tyrone Jones, Zion Hill Praise Center.
PLEDGES – Will be led by Councilperson Brandon Lunsford.
U.S. Flag
Texas Flag: Honor the Texas Flag. I pledge allegiance to thee, Texas, one state, under God, one, and indivisible.
3. **PRESENTATIONS, PROCLAMATIONS, AND RECOGNITIONS**
 - (a) Recognition of the NXT Dance Team's success at the National Streetz Dance Competition. [Mayor Louis R. Rigby]
4. **CITIZEN COMMENT** *(Generally limited to five minutes per person; in accordance with state law, the time may be reduced if there is a high number of speakers or other considerations.)*
5. **CONSIDERATION OF COUNCILPERSON ABSENCES**
 - (a) Presentation, discussion, and possible action to excuse the absence of Mayor Louis R. Rigby from the August 14, 2023, regular City Council meeting. [Louis R. Rigby, Mayor]
6. **CONSENT AGENDA** *(Approval of Consent Agenda items authorizes each to be implemented in accordance with staff recommendations provided. An item may be removed from the consent agenda and added to the Statutory Agenda for full discussion upon request by a member of the Council present at this meeting.)*
 - (a) Approve the minutes of the August 14, 2023, regular City Council meeting. [Louis R. Rigby, Mayor]
 - (b) Approve appointments and reappointments to City boards, committees, and commissions (annual item). [Lee Woodward, City Secretary]
 - (c) Adopt Ordinance 2023-3945, repealing the City of La Porte's juvenile curfew regulations codified in Article III, 'Curfew for Juveniles', Chapter 42 'Miscellaneous Offenses' of the Code of Ordinances of the City of La Porte. [Doug Ditrich, Chief of Police]
 - (d) Adopt Ordinance 2023-3947 amending Chapter 30 'Emergency Services', Article III 'Emergency Medical Services', of the Code of Ordinances of the City of La Porte, Texas by increasing EMS billing rates for residents and adding non-resident billing rates. [Lisa Camp, EMS Chief]

- (e) Adopt Resolution 2023-09, authorizing the City Manager to sign the Texas Department of Transportation (TXDOT) Selective Traffic Enforcement Program (S.T.E.P.) comprehensive grant award agreement and other documents for the TXDOT STEP Comprehensive Grant Award. [Doug Ditrich, Chief of Police]
- (f) Adopt Resolution 2023-10 authorizing the City Manager to sign the Texas Department of Transportation (TXDOT) Selective Traffic Enforcement Program (S.T.E.P.) grant award agreement and other documents in connection with the TXDOT Commercial Motor Vehicle STEP grant. [Doug Ditrich, Chief of Police]
- (g) Receive report from tax assessor regarding the anticipated combined 2023 Ad Valorem collection rate for the City of La Porte, Texas [Michael Dolby, Finance Director]
- (h) Authorize the allocation of Fiscal Year 2024 Funds for 1) \$570,000.00 from hotel/motel fund and 2) \$69,018.00 from the parks tree fund for the Pecan Park Parking Lot Upgrade Project; award Bid #23006 'Pecan Park Parking Lot Upgrade Project' to Mar-Con Services, LLC; and authorize the City Manager to execute a construction contract with Mar-Con Services LLC, in the amount of \$1,499,777.90 with materials testing at \$20,000.00, and a contingency amount of \$36,168.00, for a total authorization of \$1,555,946.00. [Ray Mayo, Director of Public Works]
- (i) Authorize the City Manager to execute an Interlocal Agreement between the City of La Porte and the City of League City for participation in the Gulf Coast Region Information and Dispatch System. [Doug Ditrich, Chief of Police]
- (j) Authorize the City Manager to execute a Development Agreement between Barry Linn Seabranh/Storage Vault Self Storage LLC and the City of La Porte, Texas, for development of miniwarehouse/self-storage complex on real property located at 9101 W. Fairmont Pkwy, La Porte, Texas. [Corby Alexander, City Manager]
- (k) Approve request for sponsorship to the La Porte Community Civic Club for the 42nd Annual Harvest Banquet, in an amount up to \$2,500.00. [Matt Daeumer, Assistant City Manager]
- (l) Authorize the City Manager to execute a three (3) year agreement between the City of La Porte and Morgan's Point, to provide Emergency 9-1-1 Dispatch, Jail Services, Animal Control, Emergency Medical Services, Fire Suppression, and Fire Prevention (Fire Marshal's Office) services to the City of Morgan's Point, for the period beginning October 1, 2023, at total monthly rate of \$9,275.02. [Matt Daeumer, Assistant City Manager]
- (m) Authorize the City Manager to execute a three (3) year agreement between the City of La Porte and the City of Shoreacres to provide Emergency 9-1-1 Dispatch and Jail Services to the City of Shoreacres for the period beginning October 1, 2023, at total monthly rate of \$6,352.07. [Matt Daeumer, Assistant City Manager]

7. PUBLIC HEARINGS AND ASSOCIATED ORDINANCES

- (a) The City Council will hold a public hearing to receive comments on the proposed budget of the La Porte Fire Control, Prevention, and Emergency Services District for FY 2023-2024, as approved by the Board of Directors of the La Porte Fire Control, Prevention, and Emergency Services District at its meeting held on July 12, 2023; followed by discussion and possible action to approve or deny the FY2023-2024 proposed budget of the La Porte Fire Control, Prevention, and Emergency Services District. [Carl Holley, Fire Chief]

8. STATUTORY AGENDA

- (a) Presentation, discussion, and possible action regarding a request by GFL Environmental Services for a 5% cost of living adjustment to commercial dumpster service fees, to take effect November 1, 2023, pursuant to commercial solid waste franchise agreement between the City of La Porte and GFL Environmental Services. [Ray Mayo, Director of Public Works]

- (b) Presentation, discussion, and possible action to authorize the reallocation of previously budgeted and unspent funding from the following projects: PR011 (Broadway Trail Lighting) in the amount of \$50,000.00, PR0017 (Fairmont Park West Splashpad) in the amount of \$69,848.00, and PR0021 (Fairmont Park Dog Park) in the amount of \$142,931.00, to project PR0008 (La Porte Fitness and Recreation Center Expansion); authorize utilization of \$600,000.00 from the Park Zone fund to be identified in the FY24 budget; award Bid #23028 'Recreation and Fitness Center Expansion' to Construction Masters of Houston, Inc., contingent on favorable review of audited financial statements demonstrating benchmark working capital; or Award of Bid #23028 to FMG Construction Group contingent on additional financial review or a combination of cash bond; and authorize the City Manager to execute a construction contract in the amount of up to \$3,251,019.00 and a contingency amount of \$56,079.00, for a total authorization of \$3,307,098.00. [Ray Mayo, Director of Public Works]
- (c) Presentation, discussion, and possible action to authorize the City Manager to execute an agreement with DataVox (Texas DIR Vendor Number 176-025-1479-000) under Texas DIR Contract Number: DIR-TSO-4167, in the amount of \$195,862.66, for upgrades to Unified Computing System (UCS) environment. [Darren Withers, IT Manager]

9. REPORTS

- (a) Receive report of the La Porte Community Fencing Project Ad Hoc Committee meeting. [Councilperson McCaulley]
- (b) Receive report of the La Porte Development Corporation Board of Directors meeting. [Mayor Pro Tem Engelken]

10. ADMINISTRATIVE REPORTS

- Planning and Zoning Commission meeting, August 31
- Drainage and Flooding Committee meeting, September 11
- City Council meeting, September 11
- Planning and Zoning Commission meeting, September 21
- Zoning Board of Adjustment meeting, September 28

11. COUNCIL COMMENT *Hear announcements concerning matters appearing on the agenda; items of community interest; and/or inquiries of staff regarding specific factual information or existing policy from the Mayor, Councilpersons, and City staff, for which no formal action will be discussed or taken.*

12. EXECUTIVE SESSION

- (a) Texas Government Code Section 551.074 - Personnel Matters. Deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee - City Council will meet in closed session to discuss City of La Porte Municipal Court of Record Judge Denise Mitrano.

13. RECONVENE into open session and consider action, if any, on item(s) discussed in executive session.

14. ADJOURN

If, during the course of the meeting and discussion of any items covered by this notice, City Council determines that a Closed or Executive Session of the Council is required, then such closed meeting will be held as authorized by Texas Government Code, Chapter 551, Section 551.071 - consultation with counsel on legal matters; Section 551.072 - deliberation regarding purchase, exchange, lease or value of real property; Section 551.073 - deliberation regarding a prospective gift; Section 551.074 - personnel matters regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; Section 551.076 - implementation of security personnel or devices; Section 551.087 - deliberation regarding economic development negotiation; Section 551.089 - deliberation regarding security devices or security audits, and/or other matters as authorized under the Texas Government Code. If a Closed or Executive Session is held in accordance with the Texas Government Code as set out above, the City Council will reconvene in Open Session in order to take action, if necessary, on the items addressed during Executive Session.

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact the City Secretary's office (281-470-5019), two working days prior to the meeting for appropriate arrangements.

Pursuant to Texas Government Code Sec. 551.127, on a regular, non-emergency basis, members may attend and participate in the meeting remotely by video conference. Should that occur, a quorum of the members will be physically present at the location noted above on this agenda.

CERTIFICATE

I, Lee Woodward, City Secretary, do hereby certify that a copy of the August 28, 2023, City Council agenda was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, www.LaPorteTX.gov, in compliance with Chapter 551, Texas Government Code.

DATE

TIME

TAKEN DOWN

Lee Woodward

Lee Woodward, City Secretary



Proclamation

Office of the Mayor

WHEREAS, NXT Dance Company, the competition team for La Porte's Next Level Dance studio, established in 2018, successfully competed in the regionals event for the Streetz Dance Competition; and

WHEREAS, Their dance, *Pandora*, was chosen as a "Best of Streetz" performance and earned the team its first invitation to compete at Nationals, held this summer in Orlando; and

WHEREAS, NXT's dedication and hard work paid off as they were awarded first place in the *Open* category and sixth place overall, a huge accomplishment that is paving the way for future achievements for the team and its organization; and

WHEREAS, The City of La Porte is pleased to recognize and congratulate these young people who successfully worked together for this achievement, and we are proud they represent our community.

NOW, THEREFORE, I, Louis R. Rigby, Mayor, do hereby proclaim August 28, 2023, as

NXT Dance Company Day

In Witness Whereof: I have hereto set my hand and caused the Seal of the City to be affixed hereto, this, the 28th day of August, 2023.

City of La Porte

Louis R. Rigby, Mayor



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: <u>August 28, 2023</u>	Appropriation
Requested By: <u>Louis R. Rigby, Mayor</u>	
Department: <u>City Council</u>	
<input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance	
Exhibits: None	
Source of Funds: _____	
Account Number: _____	
Amount Budgeted: _____	
Amount Requested: _____	
Budgeted Item: <input type="radio"/> Yes <input checked="" type="radio"/> No	

SUMMARY & RECOMMENDATION

This item has been added for consideration by the City Council of the absence of Mayor Louis R. Rigby from the August 14, 2023, meeting, per the Council's adopted *Rules of Procedure*, excerpted below. Mayor Rigby made the required notification on August 13.

5.04 Rules for Attendance at Regular Meetings of the City Council

Section 2.04 (b)(4) of the City Charter provides that a member of City Council shall forfeit his or her office by failing "*to attend three consecutive regular Council meetings without being excused by the Council*".

A member of City Council who will not be able to attend a regular Council meeting shall make a reasonable effort to notify the Mayor, the City Manager's Office, or the City Secretary's Office prior to the meeting, and shall indicate the reason for his or her inability to attend.

Absences shall be considered excused if for personal illness, family illness, emergencies, funerals, military service, family events including vacations, weddings, and graduations, business obligations, official city business such as attendance at a conference for municipal officers, or for other good cause as determined by the Council. At the next regular meeting following the meeting at which the member was absent, the City Council shall consider a vote to determine whether the member's absence is deemed excused or unexcused.

Absence from a regular meeting shall be considered unexcused if the member fails to convey the reason for his or her absence to the Mayor, City Manager, or City Secretary or otherwise fails to give sufficient information to the City Council to enable it to determine the reason for the absence. Furthermore, absence due solely to the refusal of the member to participate in a meeting through telephonic or video conference call, when such measures are legally available to the member in accordance with state law, shall be considered unexcused when the member fails to show good cause why the member could not participate through such methods.

If a member is absent for more than fifty (50) percent of a meeting without being excused by the City Council in accordance with rules and procedures established herein, the member shall be considered absent from such meeting.

STRATEGIC PLAN STRATEGY AND GOAL

The productive interaction among Councilpersons, acknowledging the demands of their additional responsibilities, directly supports the following Guiding Principles of City's 2023 Strategic Plan:

- Governance: *The City of La Porte is governed in a transparent, efficient, accountable, and responsive manner on behalf of its citizens that actively promotes citizen involvement.*
- Organizational Excellence: *The City of La Porte will operate in a transparent, efficient, accountable and responsive manner by preparing the organization and the staff for the future, focusing on core services, attracting and retaining the best employees and wise stewardship of financial resources.*

ACTION REQUIRED BY CITY COUNCIL

Excuse the absence of Mayor Louis R. Rigby from the August 14, 2023, City Council meeting.

LOUIS R. RIGBY
Mayor
BRANDON LUNSFORD
Councilperson At Large A
BRENT McCaulley
Councilperson At Large B
MANDI WILLIAMS
Councilperson District 1
CHUCK ENGELKEN
Mayor Pro Tem
Councilperson District 2



BILL BENTLEY
Councilperson District 3
RICK HELTON
Councilperson District 4
JAY MARTIN
Councilperson District 5
ROBBIE McLARRIN
Councilperson District 6

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF LA PORTE
AUGUST 14, 2023**

The City Council of the City of La Porte met in a regular meeting on Monday, August 14, 2023, at the City Hall Council Chambers, 604 West Fairmont Parkway, La Porte, Texas, at 6:00 p.m., with the following in attendance:

Councilpersons present: Brent McCaulley, Mandi Williams, Bill Bentley, Rick Helton, Jay Martin, Robbie McLarrin, Chuck Engelken, Brandon Lunsford

Councilpersons attending remotely: None

Councilpersons absent: Louis Rigby

Council-appointed officers present: Corby Alexander, City Manager; Clark Askins, City Attorney; Lee Woodward, City Secretary

CALL TO ORDER – Mayor Pro Tem Engelken called the meeting to order at 6:00 p.m.

2. INVOCATION – The invocation was given by Pastor Daniel Moore, Creekmont Baptist Church, and pledges were led by Councilperson Bill Bentley.

3. PRESENTATIONS, PROCLAMATIONS, AND RECOGNITIONS

a. Recognition of La Porte 2023 6U and 7U All-Stars World Series teams. [Mayor Louis R. Rigby]

4. CITIZEN COMMENT *(Generally limited to five minutes per person; in accordance with state law, the time may be reduced if there is a high number of speakers or other considerations.)*

There were no comments.

5. CONSIDERATION OF COUNCILPERSON ABSENCES

a. Presentation, discussion, and possible action to excuse the absence of Councilperson Brandon Lunsford from the July 24, 2023, regular City Council meeting. [Louis R. Rigby, Mayor]

Councilperson McCaulley moved to excuse the absence of Councilperson Brandon Lunsford from the July 24, 2023, regular City Council meeting; the motion was seconded by Councilperson Bentley, the motion was adopted, 8-0.

6. CONSENT AGENDA *(Approval of Consent Agenda items authorizes each to be implemented in accordance with staff recommendations provided. An item may be removed from the consent agenda and added to the Statutory Agenda for full discussion upon request by a member of the Council present at this meeting.)*

a. Approve the minutes of the July 24, 2023, regular City Council meeting. [Louis R. Rigby, Mayor]

- b. Approve proposed adjustments to pay scale rates under terms of the Meet and Confer Agreement between the City of La Porte and the La Porte Police Officers Association dated September 21, 2021, to be effective October 1, 2023. [Matt Hartleib, HR Manager]
- c. Authorize the City Manager to execute an Amended and Restated Settlement Agreement between the City of La Porte, Texas, and Tradebe Environmental Services, LLC, d/b/a Tradebe Treatment and Recycling. [Corby Alexander, City Manager]
- d. Adopt Ordinance 2023-3946 approving an amendment to the City of La Porte Fiscal Year 2022-23 Budget. [Shelley Wolny, Assistant Finance Director]
- e. Approve the purchase of a 45-ton chiller unit for City Hall, under Buy Board contract #631-20 from Kilgore Industries in the amount of \$87,210.00 and a contingency in the amount of \$2,790.00 for a total authorization of \$90,000. [Ray Mayo, Director of Public Works]
- f. Adopt amended Resolution 2023-08 nominating Equistar Chemicals, LP to the Office of the Governor Economic Development & Tourism through the Economic Development Bank as an Enterprise Project. [Matt Daeumer, Assistant City Manager]
- g. Authorize the Mayor to execute a lease agreement with La Jet Porte, LLC for development of a 1.65 acre site at the La Porte Municipal Airport for aeronautical services, for a 30-year term. [Ray Mayo, Director of Public Works]

Councilperson Bentley moved to approve the consent agenda; the motion was seconded by Councilperson McCaulley; the motion was adopted, 8-0.

7. PUBLIC HEARINGS AND ASSOCIATED ORDINANCES

- a. The City Council will hold a public hearing to receive comments on the proposed budget of the La Porte Fire Control, Prevention, and Emergency Services District for FY 2023-2024, as approved by the Board of Directors of the La Porte Fire Control, Prevention, and Emergency Services District at its meeting held on July 12, 2023; followed by discussion and possible action to approve or deny the FY2023-2024 proposed budget of the La Porte Fire Control, Prevention, and Emergency Services District. [Carl Holley, Fire Chief]

Mayor Pro Tem Engelken announced the item had been pulled and placed on the August 28, 2023, agenda.

- b. The City Council will hold a public hearing to receive comments on the City of La Porte, Texas, Redistricting Advisory Committee's recommendation of a plan for the redistricting of the City's single-member Council districts and establishment of new single-member Council district boundary lines for City of La Porte City Council elections, based on 2020 Census data; followed by discussion and possible action to adopt Ordinance 2023-3943 adopting a plan for the redistricting of the City's single-member Council districts and establishing new single-member Council district boundary lines for City of La Porte City Council elections, based on 2020 Census data. [Corby Alexander, City Manager]

Mayor Pro Tem Engelken opened the public hearing at 6:19 p.m. There were no public comments. Mayor Pro Tem Engelken closed the public hearing at 6:20 p.m.

Councilperson Williams moved to adopt Ordinance 2023-3943 adopting a plan for the redistricting of the City's single-member Council districts and establishing new single-member Council district boundary lines for City of La Porte City Council elections, based on 2020 Census data; Councilperson Bentley seconded the motion; the motion was adopted, 8-0.

8. STATUTORY AGENDA

- a. Presentation, discussion, and possible action regarding the City of La Porte's Fiscal Year 2023-2024 Proposed Budget. [Corby Alexander, City Manager]

Councilperson McCaulley moved to direct staff to continue planning with the nine new positions listed in the presentation of the 2023-2024 Proposed Budget; Councilperson McLarrin seconded the motion; the motion was adopted 8-0. Mayor Pro Tem Engelken expressed appreciation of the staff's work on budget preparation.

9. ADMINISTRATIVE REPORTS

- City Council meeting, August 28
- Planning and Zoning meeting, August 31
- Zoning Board of Adjustment meeting, August 24

City Manager Corby Alexander said there were no reports.

10. COUNCIL COMMENT Hear announcements concerning matters appearing on the agenda; items of community interest; and/or inquiries of staff regarding specific factual information or existing policy from the Mayor, Councilpersons, and City staff, for which no formal action will be discussed or taken.

Councilpersons thanked staff for preparing the 2023-2024 Proposed Budget; congratulated the La Porte 2023 6U and 7U All-Stars World Series teams; recognized the employees who work outside in the heat; and offered a tip of the hat to Ray Mayo and Public Works for handling recent water issues due to the drought.

11. EXECUTIVE SESSION

- a. **Texas Government Code Section 551.074 - Personnel Matters. Deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee - City Council will meet in closed session to discuss appointment of candidate for City of La Porte Municipal Court of Record judge position.**

The Council adjourned into executive session at 7:40 p.m.

12. RECONVENE into open session and consider action, if any, on item(s) discussed in executive session.

The Council reconvened from executive session at 8:07 p.m. No action was taken.

ADJOURN – Without objection, the meeting was adjourned at 8:08 p.m.

Lee Woodward, City Secretary



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: August 28, 2023

Requested By: Louis R. Rigby, Mayor

Department: City Council

☒ Report ☐ Resolution ☐ Ordinance

Exhibits: None

Appropriation

Source of Funds: _____

Account Number: _____

Amount Budgeted: _____

Amount Requested: _____

Budgeted Item: ☐ Yes ☒ No

SUMMARY & RECOMMENDATION

The majority of the City of La Porte board, commission, and committee positions have terms expiring on August 31 of their final year of the respective terms.

Staff liaisons have determined the individuals listed below seek reappointment. The Fire Code Review Board and the Planning and Zoning Commission are the only positions that are appointed in accordance with specific City Councilmember seats and any concerns about service have been relayed for consideration.

The positions that are alternates or involve the movement of alternates to regular positions, if any, are noted.

Fire Code Review Board (3-year terms, nominated by Council position)

Mark Follis, District 4 nominee, reappointment

La Porte Health Authority (2-year terms)

Robert D. Johnston, M.D., reappointment

Planning and Zoning Commission (terms 'shall coincide' with the term of office of the Councilperson for the said district/at-large position)

Wayne Landin, initial appointment for District 1 position

STRATEGIC PLAN STRATEGY AND GOAL

Volunteer service on City boards, committees, and commissions directly supports all of the City's 2023 Strategic Plan Guiding Principles:

Governance: *The City of La Porte is governed in a transparent, efficient, accountable and responsive manner on behalf of its citizens that actively promotes citizen involvement.*

Communications: *The City of La Porte will build relationships and showcase our community through communication, technology, training, and branding.*

Infrastructure and Utilities: *The City La Porte will have and maintain a strong infrastructure and up to date facilities to continue to provide superior services for our citizens.*

Economic Development: *The City of La Porte will promote a strong and diverse economy that strengthens the local sales tax and property tax base while also contributing to a high quality of life.*

Organizational Excellence: *The City of La Porte will operate in a transparent, efficient, accountable and responsive manner by preparing the organization and the staff for the future, focusing on core services, attracting and retaining the best employees and wise stewardship of financial resources.*

ACTION REQUIRED BY CITY COUNCIL

Approve appointments and/or reappointments, as indicated, to fill positions listed.



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: August 28, 2023
Requested By: Doug Ditrich, Chief of Police
Department: Police
☐ Report ☐ Resolution ☒ Ordinance

Exhibits: Ordinance 23-3945

Appropriation

Source of Funds: _____
Account Number: _____
Amount Budgeted: _____
Amount Requested: _____
Budgeted Item: ☐ Yes ☒ No

SUMMARY & RECOMMENDATION

House Bill 1819, which mandates that “a political subdivision may not adopt or enforce an order, ordinance, or other measure that imposes a curfew to regulate the movements or actions of persons younger than 18 years of age”, becomes effective on September 1, 2023.

The City of La Porte currently regulates the movement of persons younger than 18 years of age through a juvenile curfew ordinance codified in Article III “Curfew for Juveniles”, Chapter 42 “Miscellaneous Offenses”.

The City of La Porte has determined that repeal of the City of La Porte’s juvenile curfew regulation as codified in Chapter 42 of the Code of Ordinances is necessary due to the passage of H.B. 1819.

It is recommended that Article III, “Curfew for Juveniles,” of Chapter 42, “Miscellaneous Offenses,” of the Code of Ordinances, La Porte, Texas, is hereby repealed in its entirety.

STRATEGIC PLAN STRATEGY AND GOAL

1.0 Governance

Guiding Principal – The City of La Porte is governed in a transparent, efficient, accountable, and responsive manner on behalf of its citizens that actively promotes citizen involvement.

ACTION REQUIRED BY CITY COUNCIL

Approve Ordinance No. 2023-3945, repealing Article III, “Curfew for Juveniles”, “Miscellaneous Offenses of the Code of Ordinances of the City of La Porte.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date

ORDINANCE NO. 3945

AN ORDINANCE REPEALING ARTICLE III “CURFEW FOR JUVENILES” OF CHAPTER 42 “MISCELLANEOUS OFFENSES” OF THE CODE OF ORDINANCES OF THE CITY OF LA PORTE, FOR THE PURPOSE OF REPEALING ALL REGULATIONS ESTABLISHING A CURFEW FOR JUVENILES; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE HEREOF.

WHEREAS H.B.1819, which mandates that “a political subdivision may not adopt or enforce an order, ordinance, or other measure that imposes a curfew to regulate the movements or actions of persons younger than 18 years of age”, becomes effective on September 1, 2023; and

WHEREAS the City of La Porte currently regulates the movement of persons younger than 18 years of age through a juvenile curfew ordinance codified in Article III “Curfew for Juveniles”, Chapter 42 “Miscellaneous Offenses”; and

WHEREAS, the City of La Porte has determined that repeal of the City of La Porte’s juvenile curfew regulation as codified in Chapter 42 of the Code of Ordinances is necessary due to the passage of H.B. 1819.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA PORTE, TEXAS:

Section 1: That Article III, “Curfew for Juveniles,” of Chapter 42, “Miscellaneous Offenses,” of the Code of Ordinances, La Porte, Texas, is hereby repealed in its entirety.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. Each and every provision, paragraph, sentence and clause of this Ordinance has been separately considered and passed by the City Council of the City of La Porte, Texas, and each said provision would have been separately passed without any other provision, and if any provision hereof shall be ineffective, invalid or unconstitutional, for any cause, it shall not impair or affect the remaining portion, or any part thereof, but the valid portion shall be in force just as if it had been passed alone.

Section 4. The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council is posted at a place convenient to the public at the City Hall of the city for the time required by law preceding this meeting, as required by Chapter 551, Tx. Gov’t Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 5. This Ordinance shall be effective on September 1, 2023.

PASSED AND APPROVED this the 28th day of AUGUST 2023.

CITY OF LA PORTE, TEXAS

By: _____
Louis R. Rigby, Mayor

ATTEST:

Lee Woodward, City Secretary

APPROVED AS TO FORM:

Clark T. Askins, City Attorney



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: August 28, 2023

Requested By: Lisa Camp, EMS Chief

Department: Administration

☐ Report ☐ Resolution ☒ Ordinance

Exhibits:

Ordinance No. 2023-3947

Appropriation

Source of Funds: _____

Account Number: _____

Amount Budgeted: _____

Amount Requested: _____

Budgeted Item: ☐ Yes ☒ No

SUMMARY & RECOMMENDATION

During the July 10, 2023, City Council Meeting EMS proposed a billing rate increase for EMS transports for residents and non-residents starting in budget year 2023-24.

The City of La Porte Ordinance 2023-3947 will amend Ordinance 2007-2273-B, Sec. 30-107, Variances to Chapter Requirements Section 4. Appendix A— “Fees”, Chapter 30 “Emergency Services”, Article III “Emergency Medical Services”, of the Code of Ordinances of the City of La Porte, Texas, said section will read:

EMS billing rates for resident of the City of La Porte:

- Advanced Life Support 1 – \$900
- Advanced Life Support 2 - \$1,000
- Basic Life Support - \$800
- Mileage rate - \$20.00 per mile
- Treat no Transport - \$250.00
- Oxygen - \$100
- ALS Disposables - \$400
- BLS Disposables - \$200

EMS billing rates for non-residents of the City of La Porte:

- Advanced Life Support 1 – \$1,100
- Advanced Life Support 2 - \$1,200
- Basic Life Support - \$1,000
- Mileage rate - \$20.00 per mile
- Treat no Transport - \$250.00
- Oxygen - \$100
- ALS Disposables - \$400
- BLS Disposables - \$200

STRATEGIC PLAN STRATEGY AND GOAL

Organizational Excellence – The City of La Porte will operate in a transparent, efficient, accountable, and responsive manner by preparing the organization and the staff for the future, focusing on core services, attracting and retaining the best employees and wise stewardship of financial resources.

ACTION REQUIRED BY CITY COUNCIL

Adopt Ordinance 2023-3947 amending Chapter 30 ‘Emergency Services’, Article III ‘Emergency Medical Services’, of the Code of Ordinances of the City of La Porte, Texas by increasing the EMS billing rates and adding a non-resident billing rate.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date

ORDINANCE NO. 2023-3947

AN ORDINANCE AMENDING APPENDIX – A “FEES” OF THE CODE OF ORDINANCES OF THE CITY OF LA PORTE, TEXAS, BY ESTABLISHING BILLING RATES FOR TRANSPORT AND ASSOCIATED SERVICES PROVIDED BY THE CITY OF LA PORTE EMERGENCY MEDICAL SERVICES (EMS) DEPARTMENT FOR RESIDENTS AND NON-RESIDENTS OF THE CITY OF LA PORTE; PROVIDING A REPEALING CLAUSE; CONTAINING A SEVERABILITY CLAUSE; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA PORTE, TEXAS:

Section 1: That Appendix – A “Fees”, Chapter 30 “Emergency Services”, Article III, “Emergency Medical Services”, is hereby amended in its entirety and shall hereinafter read as follows:

<i>Article III. Emergency Medical Services</i>		
Treatment w/transport (ALS)	788.00	30-78
Treatment w/air transport (ALS)	790.00	
Treatment w/private transport	396.00	
Treatment with no transport (service charge)	396.00	
Mileage (loaded miles)	10.00 per mile	
Standby service fee (per hour) (2-hour minimum)	75.00	
No treatment/no transport	No charge	
Non-member fee (per event)	\$5,000.00	

Article III. Emergency Medical Services

(a) Billing rates for residents of the City of La Porte

Advanced Life Support 1	900.00	<u>30-78</u>
Advanced Life Support 2	1,000.00	
Basic Life Support	800.00	
Mileage rate	20.00 per mile	
Treat no transport	250.00	
Oxygen	100.00	
ALS Disposables	400.00	
BLS Disposables	200.00	
Standby service fee (per hour) (2-hour minimum)	75.00	
No treatment/no transport	No charge	
Non-member fee (per event)	\$5,000.00	

(b) Billing rates for non-residents of the City of La Porte

Advanced Life Support 1	1,100.00	
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Advanced Life Support 2	1,200.00	
Basic Life Support	1,000.00	
Mileage rate	20.00 per mile	
Treat no transport	250.00	
Oxygen	100.00	
ALS Disposables	400.00	
BLS Disposables	200.00	
Standby service fee (per hour) (2-hour minimum)	75.00	
No treatment/no transport	No charge	
Non-member fee (per event)	\$5,000.00	

Section 2: All ordinances or parts of ordinances inconsistent with the terms of this ordinance are hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

Section 3: Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

Section 4. The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council is posted at a place convenient to the public at the City Hall of the city for the time required by law preceding this meeting, as required by Chapter 551, Tx. Gov't Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 5. This Ordinance shall become effective on October 1, 2023.

PASSED AND APPROVED this the_____ day of AUGUST 2023.

By:_____
Louis R. Rigby, Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: _____	Appropriation
Requested By: <u>Doug Ditrich, Chief of Police</u>	Source of Funds: <u>001 – General Fund</u>
Department: <u>Police</u>	<u>032 - Grant Fund</u>
<input type="radio"/> Report <input checked="" type="radio"/> Resolution <input type="radio"/> Ordinance	<u>001-5253-521-XXXX</u>
	Account Number: <u>032-5253-521-1020</u>
	<u>\$ 7,122.31</u>
	Amount Budgeted: <u>\$26,972.12</u>
	Amount Requested: <u>\$34,094.43</u>
	Budgeted Item: <input checked="" type="radio"/> Yes <input type="radio"/> No

Exhibits: Resolution 2023-09 - STEP Comprehensive Grant and Texas Traffic Safety Program Grant Agreement

SUMMARY & RECOMMENDATION

The La Porte Police Department has made its annual application for the TxDOT S.T.E.P. (Selective Traffic Enforcement Program) Comprehensive grant concerning overtime reimbursement for the fiscal year 2023-24. This will mark the thirteenth year the Department has applied for the grant. The grant title has changed and now includes all traffic law violations, whereas, in years past, it was limited to speed and intersection traffic violations. TxDOT has preliminarily approved the award and forwarded the attached grant agreement for the City Council's consideration and approval.

During the current fiscal year, 685 citations, 537 warnings, and 867 total stops were made. For FY 2022, 584 citations, 949 warnings, and 1,137 total stops were made by officers working this grant.

The grant will reimburse the City up to \$26,972.12, with matching contributions from the City of \$7,122.31. The available hours are posted and can only be filled by staff members during hours they are not working a regular shift. Although the grant pays only overtime, as in past years, the Police Department will continue to meet the match through administrative costs and employee benefits.

Staff recommends City Council adopt Resolution 2023-09 to move forward with the TxDOT Comprehensive grant.

STRATEGIC PLAN STRATEGY AND GOAL

- 1.0 Governance
 - 1.1 Build better relationships with our partners.
- 3.0 Infrastructure and Facilities
 - 3.1 Improve mobility and traffic in focused areas.

ACTION REQUIRED BY CITY COUNCIL

Adopt Resolution 2023-09, authorizing the City Manager to sign the STEP Comprehensive grant award and other documents for the TxDOT STEP Comprehensive Grant Award.

**Approved for the City Council meeting
agenda**

Corby D. Alexander, City Manager

Date

RESOLUTION NO. 2023-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PORTE, TEXAS, AUTHORIZING THE CITY MANAGER TO SUBMIT AND EXECUTE ALL DOCUMENTS PERTAINING TO THE STEP COMPREHENSIVE GRANT, THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, FOR THE FISCAL YEAR 2024

WHEREAS, injuries and deaths from traffic crashes bring loss and suffering to the citizens of this community; and

WHEREAS, the cost of such injuries brings economic hardship to families; and

WHEREAS, the community's health care system and emergency response resources are significantly impacted by injuries of traffic crashes; and

WHEREAS, research shows that speed is a causative factor in many traffic crashes; and

WHEREAS, failure to obey traffic laws, traffic control signals at intersections, and impaired driving, causes many traffic crashes; and

WHEREAS, the National Highway Traffic Safety Administration statistics have shown that reducing speed limit and stopping traffic law violators prevents crashes, saves lives and reduces non-fatal injuries while resulting in economic savings to society; and

WHEREAS, the Comprehensive STEP Grant includes public education and intensified law enforcement to get the community to comply with speed limits and traffic control devices, signs and signals.

NOW THEREFORE, BE IT RESOLVED that the City of La Porte authorizes the City Manager to execute all documents for the Comprehensive STEP Grant for October 1, 2023, through September 30, 2024; joining public and private sector leaders across Texas supporting the campaign; urging all residents and visitors of La Porte to abide by traffic laws, to protect life and the quality of life in this community.

Section 1. The City Council of the City of La Porte, Texas authorizes the City Manager to submit and execute all documents pertaining to the STEP Comprehensive Grant, through the Texas Department of Transportation, for the Fiscal Year 2024.

Section 2. All ordinances or parts of resolutions of the City of La Porte, Texas, in conflict with any provision contained herein is hereby repealed to the extent of any conflict.

Section 3. If any section, sentence, phrase, clause, or any part of any section, sentence, phrase, or clause, of this Ordinance shall, for any reason, be held invalid, such invalidity shall not affect the remaining portions of this Ordinance; and it is hereby declared to be the intention of this City Council to have passed each section, sentence, phrase, or clause, or part thereof, irrespective of the fact that any other section, sentence, phrase, or clause, or part thereof, may be declared invalid.

Section 4. The City Council officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 5. This resolution shall be in effect from and after its passage and approval.

PASSED AND APPROVED this, the _____ day of _____, 2023.

CITY OF LA PORTE, TEXAS

Louis R. Rigby, Mayor

ATTEST:

APPROVED AS TO FORM:

Lee Woodward, City Secretary

Clark T. Askins, Assistant City Attorney

Texas Traffic Safety eGrants

Fiscal Year 2024

Organization Name: City of La Porte Police Department

Legal Name: City of La Porte

Payee Identification Number: 17460015526006

Project Title: STEP Comprehensive

ID: 2024-LaPorte-S-1YG-00022

Period: 10/01/2023 to 09/30/2024

GENERAL INFORMATION

Project Title:STEP Comprehensive

Project Description:

Program Elements

When performing enforcement activities under this grant, officers should make the enforcement of the STEP elements listed below their top priority, although any traffic-related probable cause can be used to initiate a vehicle stop

1. DWI : Driving While Intoxicated
2. Speed: Speed Enforcement
3. OP: Occupant Protection (Safety Belt and Child Safety Seat)
4. ITC: Intersection Traffic Control
5. DD: Distracted Driving

Holiday Periods

Enforcement activities under this grant may be conducted on any day at any time of day the agency deems appropriate. However, subgrantee should make it a priority to conduct enforcement activities during state and federally determined holiday periods, which are:

1. Christmas/New Year's
2. Spring Break
3. Memorial Day
4. Independence Day
5. Labor Day

STEP Mobilization Calendar is available on [eGrantsHelp page](#)

X Agency agrees to enforce the above Program Elements and Holiday Periods as part of the Selective Traffic Enforcement Program

PROPOSING AGENCY AUTHENTICATION

X The following person has authorized the submittal of this proposal.

Name	:Corby Alexander
Title	:City Manager
Address	:604 W. Fairmont
City	:La Porte
State	:Texas
Zip Code	:77571-3185
Phone Number	:2814715020
Fax Number	:
E-mail address	:alexanderc@laportetx.gov

COMPLIANCE REQUIREMENTS

Unique Entity Identifier: All entities wishing to do business with the federal government must have a unique entity identifier (UEI). The UEI is a 12-character, alpha-numeric value. To obtain a UEI number, applicants should go to the SAM.gov website at <https://sam.gov/content/entity-registration> and provide a screen capture or print-as-pdf version of the SAM.gov webpage with the new UEI number.

Unique Entity Identifier (UEI) : MKHHGHLBRNT5

Please upload a screen capture or print-as-pdf version of the SAM.gov webpage with UEI number
https://www.dot.state.tx.us/apps/egrants/_Upload/1187477_342318-SAM.Gov.pdf

2 C.F.R. Part 200 Compliance

Enter the Begin Date and End Date of your Agency's Fiscal Year 2024

Begin Date : 10/1/2023 End Date : 9/30/2024

Your entity is required to comply with federal (OMB A-133) and/or state (State of Texas Single Audit Circular) requirements. If threshold expenditures of \$750,000 or more are met during your agency's fiscal year, please submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East Eleventh Street, Austin, TX 78701 or contact TxDOT's Audit Office at singleaudits@txdot.gov If expenditures are less than \$750,000 during your agency's fiscal year, please submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore we are not required to have a single audit performed for FY ."

X I agree

Non Profit Agency

Is your agency a Non Profit entity per Internal Revenue Services (IRS)? No

If Yes, please enter the latest certification date and upload the affirmation letter/certificate from (IRS)

Non-Profit Certification Date (mm/dd/yyyy) :

Upload Non-Profit the affirmation letter/certificate from IRS

Internal Ethics and Compliance Program Certification (ICP)

Subgrantees with an Internal Ethics and Compliance Program (ICP) approval by either TxDOT Compliance Division letter or Signed Form 2433 Certificate on file, with less than 5 years from signature(2018 - Current)

Enter date of approval letter/signature(mm/dd/yyyy): 4/11/2023

Upload ICP Form 2433: https://www.dot.state.tx.us/apps/egrants/_Upload/1187477_342323-ICPLetter.pdf

NOTE: All Subgrantees with ICP approvals over 5 years must submit a new signed Form 2433 prior to grant approval.

NOTE: If you are a new proposing agency, leave blank.

STEP Operating Policies and Procedures

All STEP agencies must either have established written STEP operating policies and procedures, or will develop written policies and procedures before STEP grants can be executed. Agencies must include a signed and dated cover letter certifying the Policy and Procedure document as current for the grant year. Please click here for [STEP Policies and Procedures requirements](#).

-

If your agency has approved STEP Operating Policies and Procedures, please upload here :
https://www.dot.state.tx.us/apps/egrants/_Upload/1187477_342324-Policysignedmemo.pdf

If your agency does not have approved STEP Operating Policies and Procedures, please certify the following:

I certify that our agency will develop STEP Operating Policies and Procedures before executing the grant.

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS *(Revised:07/18/2019)*

Definitions: For purposes of these Terms and Conditions, the "Department" is also known as the "State" and the "prospective primary participant" and the "Subgrantee" is also known as the "Subrecipient" and "prospective lower tier participant"

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.

B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.

C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

D. Political activity (Hatch Act) (applies to subrecipients as well as States). The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.

H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.

I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.

J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.

K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).

L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.

M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.

N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

B. All payments will be made in accordance with the Project Budget.

1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.

5. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.

C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.

E. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.

F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.

G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.

H. Payments are contingent upon the availability of appropriated funds.

I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

Preference for funding will be given to projects based on (1) proposed cost sharing and (2) demonstrated performance history.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.

D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.

E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as follows:

1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.

2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.

3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.

B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:

1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

D. The Subgrantee shall submit the Final Performance Report through eGrants within thirty (30) days after completion of the grant.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.

B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supersedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:

1. This agreement is terminated in writing with the mutual consent of both parties; or
2. There is a written thirty (30) day notice by either party; or
3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.

B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a 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.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of \$25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.

B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.310-.316, 200.318-.324.

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.

B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.

C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation

(USDOT): 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).

B. Nondiscrimination: (applies to subrecipients as well as States) The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **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;
- **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);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **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;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens 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);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (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) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination 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); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance:

- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;

c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.

F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through

E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.

C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Subgrantee shall follow all other parts of the Department'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://www.txdot.gov/business/partnerships/dbe.html>

E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, 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 the Subgrantee of its failure to carry out its approved program, the Department 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 the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) 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 USDOT-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.

ARTICLE 24. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal 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 proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. 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.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, 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 may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

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 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, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal 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 proposed for debarment under 48 CFR Part 9, subpart 9.4, 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 proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "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 and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

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 proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

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 proposed for debarment under 48 CFR Part 9, subpart 9.4, 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 or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ARTICLE 25. CERTIFICATION REGARDING FEDERAL LOBBYING (applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation,

renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure 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 sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. 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 and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:

<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

B. The Subgrantee agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (48 CFR subpt. 4.11) if this award provides for more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM web-site at: <https://www.sam.gov>

2. Obtain and provide to the 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 (D&B) on-line registration website <http://fedgov.dnb.com/webform>;

and

3. Report the total compensation and names of its top five (5) executives to the State if:

- i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
- ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. 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 Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at singleaudits@txdot.gov

C. If expenditures are less than \$750,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY_____."

D. For each year the project remains open for federal funding expenditures, the Subgrantee 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 the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT (applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION

(This article applies only to non-profit entities.)

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

ARTICLE 32. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

ARTICLE 33. INTERNAL ETHICS AND COMPLIANCE PROGRAM

Subgrantee shall comply with Title 43 Texas Administrative Code §25.906(b). Subgrantee certifies it has adopted an internal ethics and compliance program that satisfies the requirements of Title 43 Texas Administrative Code §10.51 (relating to Internal Ethics and Compliance Program). Subgrantee shall enforce compliance with that program.

RISK ASSESSMENT SUBGRANTEE

- | | |
|---|------|
| 1. Number of funded projects with TxDOT in the current fiscal year | 4 |
| 2. Number of funded projects with TxDOT in the previous fiscal year | 4 |
| 3. Does your agency plan to use funding from outside local, federal or state sources to fund activities in this project. If Yes, which sources? If No, enter None | None |
| 4. When did the agency update its grant operating policies and procedures | Unk |
| 5. Has your agency ever terminated a grant project prior to the grant year ending? | No |
| 6. Number of personnel to be hired to work on this project | 1 |
| 7. Will the personnel working on this grant splitting time on multiple projects? | Yes |

COUNTY SERVED

Harris County - Houston District

POLITICAL DISTRICT SERVED

U.S. Congress* Congressional District 36

Texas Senate* Texas Senate District 11

Texas House* Texas House of Representatives District 128
Texas House of Representatives District 129

GOALS AND STRATEGIES

- Goal:** To increase effective enforcement and adjudication of traffic safety-related laws to reduce crashes, injuries and fatalities.
- Strategies:** Increase and sustain high visibility enforcement of traffic safety-related laws.
Increase public education and information campaigns regarding enforcement activities.
- Goal:** To reduce the number of alcohol impaired and driving under the influence of alcohol and other drug-related crashes, injuries, and fatalities.
- Strategy:** Increase and sustain high visibility enforcement of DWI laws.
- Goal:** To increase occupant restraint use, including child-safety seats, in all passenger vehicles and trucks.
- Strategy:** Increase and sustain high visibility enforcement of occupant protection laws.
- Goal:** To reduce the number of speed-related crashes, injuries, and fatalities.
- Strategy:** Increase and sustain high visibility enforcement of speed-related laws.
- Goal:** To reduce intersection-related motor vehicle crashes, injuries, and fatalities.
- Strategy:** Increase and sustain high visibility enforcement of Intersection Traffic Control (ITC) laws.
- Goal:** To reduce Distracted Driving motor vehicle crashes, injuries, and fatalities.
- Strategies:** Increase and sustain high visibility enforcement of state and local ordinances on cellular and texting devices.
Increase public information and education on Distracted Driving related traffic issues.

☒ I agree to the above goals and strategies.

Please mark all of your proposed zones on a single heat map and upload that map here. Click here to see an example. The maximum number of allowable zones for an agency is determined by dividing the total number of enforcement hours by 480 and rounding to the nearest whole number. https://www.dot.state.tx.us/apps/egrants/_Upload/1189674_341467-2024STEP-COMP.docx

BASELINE INFORMATION

Baseline Definition: A number serving as a foundation for subgrantees to measure pre-grant traffic enforcement activity. Baseline information must be provided by the subgrantee in order to identify local traffic enforcement related activity. This information should exclude any activity generated with STEP grant dollars. Once the baseline is established, these figures will be used to compare subsequent year's local and grant traffic enforcement activity.

Note for Arrests/Citations and Written Warnings: Baseline data used must be no older than 2020.

Note KA Crashes: KA crash data is provided to subgrantees through the RFP document. Each jurisdiction is provided with corresponding KA crash numbers based on a three-year rolling average. County-level agencies should use the data from "Rural X County."

Baseline Year for Arrests/Citations and Written
Warnings (12 months)

From 10/1/2021 To 9/30/2022

<u>Baseline Measure</u>	<u>Arrests/Citations</u>	<u>Written Warnings</u>	<u>KA Crashes</u>
Driving Under Influence (DUI)	164	0	4
Speed	2003	246	6
Safety Belt	111	2	2
Child Safety Seat	7	0	
Intersection Traffic Control (TTC)	436	59	8
Distracted Driving Citations	79	0	
Other Elements	3120	0	

If you have additional attachments, provide them on the "Attachments" page.

LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

Objective/Performance Measure	Target Number	Not Applicable
Reduce the number of Alcohol-Involved (DWI/DUI) KA crashes to	3	
Reduce the number of Speed-related KA crashes to	5	
Reduce the number of All OP-related (Seatbelt and Child Passenger Safety) KA crashes to	1	
Reduce the number of ITC-related KA crashes to	7	

Note: Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

PI&E OBJECTIVE/PERFORMANCE MEASURE

XI agree to the below efforts with a public information and education (PI&E) program.

- a. Conduct a minimum of five (5) presentations
- b. Conduct a minimum of five (5) media exposures (e.g. news conferences, news releases, and interviews)
- c. Conduct a minimum of two (2) community events (e.g. health fairs, booths)

ENFORCEMENT ZONES

Zone Name : Zone 1
Zone Description : State Hwy 225 from Sens to SH 146, SH 146 south to Barbours Cut Blvd, east to Broadway, south to Fairmont, west to Bay Area, north back to State Hwy 225; 3.67 sq miles
Zone Hours : 24/7 Enforcement
Zone Detail Map : https://www.dot.state.tx.us/apps/egrants/_Upload/1189602_341453-2024STEP-COMPZone1.docx
Additional Documentation :

ENFORCEMENT ZONES

Zone Name : Zone 2
Zone Description : State Hwy 225 from La Porte western city limits E/B to State Hwy 146; 3.89 linear miles
Zone Hours : 24/7 Enforcement
Zone Detail Map : https://www.dot.state.tx.us/apps/egrants/_Upload/1189675_341453-Zone2.pdf
Additional Documentation :

AGENCY INFORMATION

Agency Contacts

- | | |
|--|---------------------|
| 1. Who is your department's Chief/Sheriff/Constable? | Steve Deardorff |
| 2. How many years has that person held that position at this agency? | 3 |
| 3. Who is the person in charge of training at your department? | Tracy Phelan |
| 4. Please provide their work email and telephone number. | phelant@laportetx. |
| 5. What is the name of the person in charge of your department's official social media accounts? | Scott Pullig |
| 6. Please provide their work email and telephone number. | pulligs@laportetx.g |

Service Data

- | | |
|--|-------|
| 1. What is the size in square miles of your department's service area? | 20 |
| 2. What is the latest estimated population of your service area? | 35340 |
| 3. How many sworn officer positions is your agency authorized? | 84 |
| 4. How many of those positions are currently filled? | 79 |
| 5. How many total calls for service did your agency log in the past 12 months? | 16739 |
| 6. How many total crashes did your agency respond to in the past 12 months? | 844 |

7. How many total vehicle stops did your agency make in the past 12 months? 18000

BTS Program Area

1. Does your agency participate in Fatal Crash Review (FCR) meetings with TxDOT? No

2. Does your department have a traffic unit? Yes

3. Does your department have a DWI unit? No

4. Does your department have at least one currently certified Drug Recognition Expert (DRE)? Yes

5. Does your department have at least one certified Child Passenger Safety (CPS) Technician or Instructor? No

6. Does your department have at least one data analyst? Yes

7. Does your department have at least one certified Commercial Vehicle Enforcement (CVE) officer? Yes

8. Does your agency have a Controlled Party Dispersal (CPD) program in place for underage individuals who are gaining social access to alcohol at parties? No

9. Are there any officially designated bicycle routes in your service area? Yes

10. Are there ride-sharing options available in your community such as Lyft or Uber? Yes

SALARIES AND FRINGE BENEFITS

Law Enforcement Hours: 377								
X Overtime Regular Time								
For Sections B (P&E) and C (Administrative Duties) on this page, check the Over Time and/or Regular Time below that apply to those duties. If there are no duties in B and C, leave both boxes unchecked								
	TxDOT Hours	Match Hours	Wage Rate	TxDOT Salaries	Match Salaries	Total Salaries	Fringe %	Total Fringe:
A. Enforcement								
Officers/Deputies:	301		\$55.050	\$16,570.05		\$16,570.05	28.28%	\$4,696.01
Sergeants:	38		\$66.423	\$2,524.07		\$2,524.07	28.28%	\$713.81
Lieutenants/Other:	38		\$81.000	\$3,078.00		\$3,078.00	28.28%	\$870.45
B. P&E Activities								
P&E Activities:			\$0		\$0		%	\$0
C. Administrative Duties								
Admin duties to include DAR RFR and PR and overseeing STEP units		10	\$66.420		\$664.20	\$664.20	28.28%	\$187.84
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
Total:				\$22,172.12	\$664.20	\$22,836.32		\$6,458.11
Category		TxDOT	%		Match		%	Total
Salaries:		\$22,172.12	97.09%		\$664.20		2.91%	\$22,836.32
Fringe Benefits:		\$0	0.00%		\$6,458.11		100.00%	\$6,458.11
Breakdown of Fringe Percentages: Fringe 2024 Civil Service FICA 7.65% TMRS 16.28% W/Comp 4.35% Total 28.28%								
Details of regular time, if included in any of the above hours :								

NON-ENFORCEMENT TRAVEL

Description : Air Fare
: International Association of Chiefs of Police; Impaired Driving and Traffic Safety Conference (air fare for three officers)

Purpose/Details Joining traffic safety professionals from around the world to share knowledge about effective and proven approaches for improving road safety, the latest science on alcohol and drug impaired driving enforcement, how technology can be leveraged to make communities safer, and how agencies can use traffic safety education to engage and build trust with their communities.

Unit Price : \$500.000

Quantity : 3

Total : \$1,500.00

Non-Enforcement Travel Mileage Document

If you have additional documents, provide them on the "Attachments" page

	Amount	Percentages
TxDOT	\$1,500.00	100.00%
Match	\$0	0.00%
Total	\$1,500.00	

NON-ENFORCEMENT TRAVEL

Description : Hotel Expenses
: International Association of Chiefs of Police; Impaired Driving and Traffic Safety Conference (2 rooms for three officers)
Joining traffic safety professionals from around the world to share knowledge about effective and proven approaches for improving road safety, the latest science on alcohol
Purpose/Details and drug impaired driving enforcement, how technology can be leveraged to make communities safer, and how agencies can use traffic safety education to engage and build trust with their communities.

Unit Price : \$1,200.000

Quantity : 2

Total : \$2,400.00

Non-Enforcement Travel Mileage Document

If you have additional documents, provide them on the "Attachments" page

	Amount	Percentages
TxDOT	\$2,400.00	100.00%
Match	\$0	0.00%
Total	\$2,400.00	

NON-ENFORCEMENT TRAVEL

Description : Meals
: International Association of Chiefs of Police; Impaired Driving and Traffic Safety Conference (meals for three officers)
Join traffic safety professionals from around the world to share knowledge about

Purpose/Details effective and proven approaches for improving road safety, the latest science on alcohol and drug impaired driving enforcement, how technology can be leveraged to make communities safer, and how agencies can use traffic safety education to engage and build trust with their communities.

Unit Price : \$300.000

Quantity : 3

Total : \$900.00

Non-Enforcement Travel Mileage Document

If you have additional documents, provide them on the "Attachments" page

	Amount	Percentages
TxDOT	\$900.00	100.00%
Match	\$0	0.00%
Total	\$900.00	

Budget Summary

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries	\$22,172.12	\$664.20	\$22,836.32
(200)	Fringe Benefits	\$0	\$6,458.11	\$6,458.11
	Category I Sub-Total	\$22,172.12	\$7,122.31	
Category II - Other Direct Costs				
(300)	Travel	\$4,800.00	\$0	\$4,800.00
(400)	Equipment	\$0	\$0	\$0
(500)	Supplies	\$0	\$0	\$0
(600)	Contractual Services	\$0	\$0	\$0
(700)	Other Miscellaneous	\$0	\$0	\$0
	Category II Sub-Total	\$4,800.00	\$0	\$4,800.00
Total Direct Costs		\$26,972.12	\$7,122.31	\$34,094.43
Category III - Indirect Costs				
(800)	Indirect Cost Rate	\$0	\$0	\$0
Summary				
	Total Labor Costs	\$22,172.12	\$7,122.31	\$29,294.43
	Total Direct Costs	\$4,800.00	\$0	\$4,800.00
	Total Indirect Costs	\$0	\$0	\$0
	Grand Total	\$26,972.12	\$7,122.31	\$34,094.43
	Fund Sources (Percent Share)	79.11%	20.89%	



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: 8-28-23

Requested By: Doug Ditrich, Chief of Police

Department: Police

☐ Report ☒ Resolution ☐ Ordinance

Exhibits: STEP CMV - Resolution 2023-10 and Texas Traffic Safety Program Grant Agreement

Appropriation

Source of Funds:	<u>032 - Grant Fund</u>
	<u>001-5253-521-XXX</u>
Account Number:	<u>032-5253-521-1020</u>
	<u>\$ 3,386.60</u>
Amount Budgeted:	<u>\$11,975.25</u>
Amount Requested:	<u>\$15,361.85</u>
Budgeted Item:	<input checked="" type="radio"/> Yes <input type="radio"/> No

SUMMARY & RECOMMENDATION

The La Porte Police Department has made its annual application for the TxDOT S.T.E.P. (Selective Traffic Enforcement Program) CMV (Commercial Motor Vehicles) grant concerning overtime reimbursement for Commercial Motor Vehicle enforcement for the fiscal year 2023-2024. This will mark the fifth year the Department has applied for the grant. TxDOT has preliminarily approved the award and forwarded the attached grant agreement for the City Council's consideration and approval.

During the current fiscal year, 56 citations, 215 warnings, and 216 total stops were made. For FY 2022, 40 citations, 246 warnings, and 228 total stops were made by officers working this grant.

The grant will reimburse the City up to \$11,975.25 with matching contributions from the City of \$3,386.60. The available hours are posted and can only be filled by staff members during hours they are not working a regular shift. Although the grant pays only overtime, as in past years, the Police Department will continue to meet the match through administrative costs and employee benefits.

Staff recommends City Council adopt Resolution 2023-10 to move forward with the TXDOT CMV S.T.E.P. grant.

STRATEGIC PLAN STRATEGY AND GOAL

1.0 Governance

1.1 Build better relationships with our partners.

3.0 Infrastructure and Facilities

3.1 Improve mobility and traffic in focused areas.

ACTION REQUIRED BY CITY COUNCIL

Adopt Resolution 2023-10 authorizing the City Manager to sign the TXDOT S.T.E.P. grant award and other documents for the TXDOT Commercial Motor Vehicle STEP grant.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date

RESOLUTION NO. 2023-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PORTE, TEXAS, AUTHORIZING THE CITY MANAGER TO SUBMIT AND EXECUTE ALL DOCUMENTS PERTAINING TO THE CMV STEP GRANT, THROUGH THE TEXAS DEPARTMENT OF TRANSPORTION, FOR THE FISCAL YEAR 2024

WHEREAS, injuries and deaths from commercial motor vehicle traffic violations and crashes bring loss and suffering to the citizens of this community; and

WHEREAS, the cost of such injuries brings economic hardship to families and communities; and

WHEREAS, the community's health care system and emergency response resources are significantly impacted by injuries of commercial motor vehicle traffic crashes; and

WHEREAS, research shows that speed is a causative factor in many commercial motor vehicle traffic crashes; and

WHEREAS, failure to obey traffic control devices, signs and signals at intersections causes many commercial motor vehicle traffic crashes; and

WHEREAS, the National Highway Traffic Safety Administration statistics have shown that reducing speed limit and traffic control violators prevents crashes, saves lives and reduces non-fatal injuries while resulting in economic savings to society; and

WHEREAS, the Commercial Motor Vehicle STEP includes public education and intensified law enforcement to get the community and drivers of commercial motor vehicles to comply with speed limits and traffic control devices, signs and signals therefore protecting the occupants of commercial motor vehicles and others on the roadways; **NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF LA PORTE, TEXAS, THAT:**

NOW THEREFORE, BE IT RESOLVED, that the City of La Porte authorizes the City Manager to execute all documents for CMV STEP Grant for October 1, 2023, through September 30, 2024; joining public and private sector leaders across Texas supporting the campaign; urging all residents and visitors of La Porte to abide by traffic laws, to protect life and the quality of life in this community.

Section 1. The City Council of the City of La Porte, Texas authorizes the City Manager to submit and execute all documents pertaining to the CMV STEP Grant, through the Texas Department of Transportation, for the Fiscal Year 2024.

Section 2. All ordinances or parts of resolutions of the City of La Porte, Texas, in conflict with any provision contained herein is hereby repealed to the extent of any conflict.

Section 3. If any section, sentence, phrase, clause, or any part of any section, sentence, phrase, or clause, of this Ordinance shall, for any reason, be held invalid, such invalidity shall not affect the remaining portions of this Ordinance; and it is hereby declared to be the intention of this City Council to have passed each section, sentence, phrase, or clause, or part thereof, irrespective of the fact that any other section, sentence, phrase, or clause, or part thereof, may be declared invalid.

Section 4. The City Council officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted

at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 5. This resolution shall be in effect from and after its passage and approval.

PASSED AND APPROVED this, the _____ day of _____, 2023.

CITY OF LA PORTE, TEXAS

Louis R. Rigby, Mayor

ATTEST:

APPROVED AS TO FORM:

Lee Woodward, City Secretary

Clark T. Askins, Assistant City Attorney

Texas Traffic Safety eGrants

Fiscal Year 2024

Organization Name: City of La Porte Police Department

Legal Name: City of La Porte

Payee Identification Number: 17460015526006

Project Title: STEP CMV

ID: 2024-LaPorte-S-CMV-00007

Period: 10/01/2023 to 09/30/2024

GENERAL INFORMATION

Project Title:STEP CMV

Project Description:Provide enhanced enforcement covering multiple offenses, focusing on the following: Driving While Intoxicated (DWI), Occupant Protection (OP), Speed, Intersection Traffic Control (ITC) and Distracted Driving Violations (DD) related to commercial motor vehicles.

Program Elements

When performing enforcement activities under this grant, officers should make the enforcement of the STEP elements listed below their top priority, although any traffic-related probable cause can be used to initiate a vehicle stop

1. DWI: Driving While Intoxicated
2. Speed: Speed Enforcement
3. OP: Occupant Protection (Safety Belt)
4. HMT: Hazardous Moving Violations
- 5 .DD: Distracted Driving

XAgency agrees to enforce the above Program Elements as part of the Selective Traffic Enforcement Program.

PROPOSING AGENCY AUTHENTICATION

X The following person has authorized the submittal of this proposal.

Name	:Corby Alexander
Title	:City Manager
Address	:604 W Fairmont
City	:La Porte
State	:Texas
Zip Code	:77571-3185
Phone Number	:2814715020
Fax Number	:
E-mail address	:alexanderc@laportetx.gov

COMPLIANCE REQUIREMENTS

Unique Entity Identifier: All entities wishing to do business with the federal government must have a unique entity identifier (UEI). The UEI is a 12-character, alpha-numeric value. To obtain a UEI number, applicants should go to the SAM.gov website at <https://sam.gov/content/entity-registration> and provide a screen capture or print-as-pdf version of the SAM.gov webpage with the new UEI number.

Unique Entity Identifier (UEI) : MKHHGHLBRNT5

Please upload a screen capture or print-as-pdf version of the SAM.gov webpage with UEI number
https://www.dot.state.tx.us/apps/egrants/_Upload/1189807_342318-SAM.Gov.pdf

2 C.F.R. Part 200 Compliance

Enter the Begin Date and End Date of your Agency's Fiscal Year 2024

Begin Date : 10/1/2023 End Date : 9/30/2024

Your entity is required to comply with federal (OMB A-133) and/or state (State of Texas Single Audit Circular) requirements. If threshold expenditures of \$750,000 or more are met during your agency's fiscal year, please submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East Eleventh Street, Austin, TX 78701 or contact TxDOT's Audit Office at singleaudits@txdot.gov If expenditures are less than \$750,000 during your agency's fiscal year, please submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore we are not required to have a single audit performed for FY ."

X I agree

Non Profit Agency

Is your agency a Non Profit entity per Internal Revenue Services (IRS)? No

If Yes, please enter the latest certification date and upload the affirmation letter/certificate from (IRS)
Non-Profit Certification Date (mm/dd/yyyy) :

Upload Non-Profit the affirmation letter/certificate from IRS

Internal Ethics and Compliance Program Certification (ICP)

Subgrantees with an Internal Ethics and Compliance Program (ICP) approval by either TxDOT Compliance Division letter or Signed Form 2433 Certificate on file, with less than 5 years from signature(2018 - Current)

Enter date of approval letter/signature(mm/dd/yyyy):

Upload ICP Form 2433:

NOTE: All Subgrantees with ICP approvals over 5 years must submit a new signed Form 2433 prior to grant approval.

NOTE: If you are a new proposing agency, leave blank.

STEP Operating Policies and Procedures

All STEP agencies must either have established written STEP operating policies and procedures, or will develop written policies and procedures before STEP grants can be executed. Agencies must include a signed and dated cover letter certifying the Policy and Procedure document as current for the grant year. Please click here for [STEP Policies and Procedures requirements](#).

If your agency has approved STEP Operating Policies and Procedures, please upload here :
https://www.dot.state.tx.us/apps/egrants/_Upload/1189807_342324-Policysignedmemo.pdf

If your agency does not have approved STEP Operating Policies and Procedures, please certify the following:

I certify that our agency will develop STEP Operating Policies and Procedures before executing the grant.

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS *(Revised:07/18/2019)*

Definitions: For purposes of these Terms and Conditions, the "Department" is also known as the "State" and the "prospective primary participant" and the "Subgrantee" is also known as the "Subrecipient" and "prospective lower tier participant"

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.

B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.

C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

D. Political activity (Hatch Act) (applies to subrecipients as well as States). The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.

H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.

I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.

J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.

K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).

L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.

M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.

N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

B. All payments will be made in accordance with the Project Budget.

1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.

5. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.

C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.

E. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.

F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.

G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.

H. Payments are contingent upon the availability of appropriated funds.

I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

Preference for funding will be given to projects based on (1) proposed cost sharing and (2) demonstrated performance history.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.

D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.

E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as follows:

1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.

2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.

3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.

B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:

1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

D. The Subgrantee shall submit the Final Performance Report through eGrants within thirty (30) days after completion of the grant.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.

B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supersedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:

1. This agreement is terminated in writing with the mutual consent of both parties; or
2. There is a written thirty (30) day notice by either party; or
3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.

B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a 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.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of \$25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.

B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.310-.316, 200.318-.324.

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.

B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.

C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation

(USDOT): 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).

B. Nondiscrimination: (applies to subrecipients as well as States) The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **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;
- **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);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **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;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens 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);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (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) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination 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); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance:

- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;

c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.

F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through

E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.

C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Subgrantee shall follow all other parts of the Department'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://www.txdot.gov/business/partnerships/dbe.html>

E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, 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 the Subgrantee of its failure to carry out its approved program, the Department 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 the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) 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 USDOT-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.

ARTICLE 24. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal 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 proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. 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.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, 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 may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

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 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, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal 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 proposed for debarment under 48 CFR Part 9, subpart 9.4, 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 proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "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 and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

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 proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

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 proposed for debarment under 48 CFR Part 9, subpart 9.4, 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 or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ARTICLE 25. CERTIFICATION REGARDING FEDERAL LOBBYING (applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation,

renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure 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 sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. 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 and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:

<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

B. The Subgrantee agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (48 CFR subpt. 4.11) if this award provides for more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM web-site at: <https://www.sam.gov>

2. Obtain and provide to the 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 (D&B) on-line registration website <http://fedgov.dnb.com/webform>;

and

3. Report the total compensation and names of its top five (5) executives to the State if:

- i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
- ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. 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 Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at singleaudits@txdot.gov

C. If expenditures are less than \$750,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY ____."

D. For each year the project remains open for federal funding expenditures, the Subgrantee 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 the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT (applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION

(This article applies only to non-profit entities.)

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

ARTICLE 32. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

ARTICLE 33. INTERNAL ETHICS AND COMPLIANCE PROGRAM

Subgrantee shall comply with Title 43 Texas Administrative Code §25.906(b). Subgrantee certifies it has adopted an internal ethics and compliance program that satisfies the requirements of Title 43 Texas Administrative Code §10.51 (relating to Internal Ethics and Compliance Program). Subgrantee shall enforce compliance with that program.

RISK ASSESSMENT SUBGRANTEE

- | | |
|---|------|
| 1. Number of funded projects with TxDOT in the current fiscal year | 4 |
| 2. Number of funded projects with TxDOT in the previous fiscal year | 4 |
| 3. Does your agency plan to use funding from outside local, federal or state sources to fund activities in this project. If Yes, which sources? If No, enter None | None |
| 4. When did the agency update its grant operating policies and procedures | Unk |
| 5. Has your agency ever terminated a grant project prior to the grant year ending? | No |
| 6. Number of personnel to be hired to work on this project | 1 |
| 7. Will the personnel working on this grant splitting time on multiple projects? | Yes |

COUNTY SERVED

Harris County - Houston District

POLITICAL DISTRICT SERVED

U.S. Congress* Congressional District 36

Texas Senate* Texas Senate District 11

Texas House* Texas House of Representatives District 128
Texas House of Representatives District 129

GOALS AND STRATEGIES

Goal: To reduce commercial motor vehicle crashes, injuries, and fatalities involving vehicles with a vehicle body type of "Semi-Trailer" or "Truck-Tractor"

Increase public information and education on sharing the road with commercial motor vehicles (CMV).

Strategies:

Increase public education and information campaigns regarding enforcement activities.

Increase and sustain high visibility enforcement of traffic safety-related laws.

X Agency agrees to the above goals and strategies.

Please mark all of your proposed zones on a single heat map and upload that map here. Click here to see an example. The maximum number of allowable zones for an agency is determined by dividing the total number of enforcement hours by 480 and rounding to the nearest whole number.

https://www.dot.state.tx.us/apps/egrants/_Upload/1189846_341473-CVEHEATMap.pdf

BASELINE INFORMATION

Baseline Definition: A number serving as a foundation for subgrantees to measure pre-grant traffic enforcement activity. Baseline information must be provided by the subgrantee in order to identify local traffic enforcement related activity. This information should exclude any activity generated with STEP grant dollars. Once the baseline is established, these figures will be used to compare subsequent year's local and grant traffic enforcement activity.

Note: Baseline data used must be no older than 2020.

Baseline Year (12 months) **From 10/1/2021 to 9/30/2022**

<u>Baseline Measure</u>	<u>Arrests/Citations</u>	<u>Written Warnings</u>	<u>KA Crashes</u>
Commercial Motor Vehicle (non STEP)	261	29	2
Other Elements (non STEP)	0	0	

If you have additional attachments, provide them on the "Attachments" page

LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

Objective/Performance Measure	Target Number
Reduce the number of crashes that involve a CMV to	1

Note: Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

PI&E OBJECTIVE/PERFORMANCE MEASURE

XI agree to the below efforts with a public information and education (PI&E) program.

- a. Conduct a minimum of five (5) presentations
- b. Conduct a minimum of five (5) media exposures (e.g. news conferences, news releases, and interviews)
- c. Conduct a minimum of two (2) community events (e.g. health fairs, booths)

ENFORCEMENT ZONES

Zone Name : Zone 1
Zone Description : State Hwy 225 from Sens to SH 146, south to Spencer Hwy, east to Broadway, south to W Fairmont, west to Bay Area Blvd, north back to State Hwy 225; 3.34 square miles
Zone Hours : 24/7 Enforcement
Zone Detail Map : https://www.dot.state.tx.us/apps/egrants/_Upload/1189848_341453-Zone1.pdf
Additional Documentation :

ENFORCEMENT ZONES

Zone Name : Zone 2
Zone Description : State Hwy 225 from the west end City of La Porte limits to Sens Rd; 3.35 linear miles
Zone Hours : 24/7 Enforcement
Zone Detail Map : https://www.dot.state.tx.us/apps/egrants/_Upload/1189849_341453-Zone2.pdf
Additional Documentation :

AGENCY INFORMATION

Agency Contacts

- | | |
|--|---------------------|
| 1. Who is your department's Chief/Sheriff/Constable? | Steve Deardorff |
| 2. How many years has that person held that position at this agency? | 3 |
| 3. Who is the person in charge of training at your department? | Tracy Phelan |
| 4. Please provide their work email and telephone number. | phelant@laportetx. |
| 5. What is the name of the person in charge of your department's official social media accounts? | Scott Pullig |
| 6. Please provide their work email and telephone number. | pulligs@laportetx.g |

Service Data

- | | |
|--|-------|
| 1. What is the size in square miles of your department's service area? | 20 |
| 2. What is the latest estimated population of your service area? | 35340 |
| 3. How many sworn officer positions is your agency authorized? | 84 |
| 4. How many of those positions are currently filled? | 79 |
| 5. How many total calls for service did your agency log in the past 12 months? | 16739 |
| 6. How many total crashes did your agency respond to in the past 12 months? | 844 |

7. How many total vehicle stops did your agency make in the past 12 months? 18000

BTS Program Area

1. Does your agency participate in Fatal Crash Review (FCR) meetings with TxDOT? No

2. Does your department have a traffic unit? Yes

3. Does your department have a DWI unit? No

4. Does your department have at least one currently certified Drug Recognition Expert (DRE)? Yes

5. Does your department have at least one certified Child Passenger Safety (CPS) Technician or Instructor? No

6. Does your department have at least one data analyst? Yes

7. Does your department have at least one certified Commercial Vehicle Enforcement (CVE) officer? Yes

8. Does your agency have a Controlled Party Dispersal (CPD) program in place for underage individuals who are gaining social access to alcohol at parties? No

9. Are there any officially designated bicycle routes in your service area? Yes

10. Are there ride-sharing options available in your community such as Lyft or Uber? Yes

SALARIES AND FRINGE BENEFITS

Law Enforcement Hours: 216								
X Overtime Regular Time								
	TxDOT Hours	Match Hours	Wage Rate	TxDOT Salaries	Match Salaries	Total Salaries	Fringe %	Total Fringe:
A. Enforcement								
Officers/Deputies:	183		\$53.200	\$9,735.60		\$9,735.60	28.28%	\$2,753.23
Sergeants:	23		\$64.350	\$1,480.05		\$1,480.05	28.28%	\$418.56
Lieutenants/Other:	10		\$75.960	\$759.60		\$759.60	28.28%	\$214.81
B. PI&E Activities								
PI&E Activities:			\$0		\$0		%	\$0
C. Administrative Duties								
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
Total:				\$11,975.25	\$0	\$11,975.25		\$3,386.60
Category		TxDOT	%		Match		%	Total
Salaries:		\$11,975.25	100.00%		\$0		0.00%	\$11,975.25
Fringe Benefits:			0.00%		\$3,386.60		100.00%	\$3,386.60
Breakdown of Fringe Percentages: Fringe 2024 Civil Service FICA 7.65% TMRS 16.28% W/Comp 4.35% Total 28.28%								
Details of regular time, if included in any of the above hours :								

BUDGET SUMMARY

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries:	\$11,975.25	\$0	\$11,975.25
(200)	Fringe Benefits:	\$0	\$3,386.60	\$3,386.60
	Sub-Total:	\$11,975.25	\$3,386.60	\$15,361.85
Category II - Other Direct Costs				
(300)	Travel:	\$0	\$0	\$0
(400)	Equipment:	\$0	\$0	\$0
(500)	Supplies:	\$0	\$0	\$0
(600)	Contractual Services:	\$0	\$0	\$0
(700)	Other Miscellaneous:	\$0	\$0	\$0
	Sub-Total:	\$0	\$0	\$0
Total Direct Costs:		\$11,975.25	\$3,386.60	\$15,361.85
Category III - Indirect Costs				
(800)	Indirect Cost Rate:	\$0	\$0	\$0
Summary				
	Total Labor Costs:	\$11,975.25	\$3,386.60	\$15,361.85
	Total Direct Costs:	\$0	\$0	\$0
	Total Indirect Costs:	\$0	\$0	\$0
Grand Total		\$11,975.25	\$3,386.60	\$15,361.85
	Fund Sources (Percent Share):	77.95%	22.05%	
Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in Egrants.				



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: August 28, 2023

Requested By: Michael G. Dolby, CPA

Department: Finance

☒ Report ☐ Resolution ☐ Ordinance

Exhibits: Letter from Tax Assessor/Collector and
Excerpt of Collection Rates from Annual
Comprehensive Financial Report

Appropriation

Source of Funds: N/A

Account Number: N/A

Amount Budgeted: N/A

Amount Requested: N/A

Budgeted Item: ☐ Yes ☒ No

SUMMARY & RECOMMENDATION

In accordance with State Property Tax Code Section 26.04, the Tax Assessor is required to certify our 2023 ad valorem anticipated collection rate. Our Tax Assessor, Ms. Alaniz of Goose Creek ISD, anticipates a 100.00% combined collection of current and delinquent taxes with penalties and interest.

Staff recommends City Council approve the anticipated combined 2023 Ad Valorem collection rate of 100.00%.

STRATEGIC PLAN STRATEGY AND GOAL

1.0 Governance - The City of La Porte is governed in a transparent, efficient, accountable, and responsive manner on behalf of its citizens that actively promotes citizen involvement.

ACTION REQUIRED BY CITY COUNCIL

Accept report regarding the anticipated combined 2023 Ad Valorem collection rate of 100.00%.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date



July 12, 2023

City of La Porte
Mr. Michael Dolby
Director of Finance
604 W. Fairmont Parkway
La Porte, Texas 77571

Ref: Certification of Collection Rate 2023

Dear Mr. Dolby:

Attached for the City Council and Mayor consideration and review as required by the Tax Code is the 2023 certified ad valorem anticipated collection rate and excess debt collections of the 2022 tax roll.

This Tax Assessor/Collector certification mandatory by the State Property Tax Code, Section 26.04 (b) and will submit to the governing body before calculation and adoption of the 2023 proposed and adopted tax rate. This is a certification for both the anticipated collection rate and excess debt collection of 2022 that is utilized in the Truth in Taxation 2023 calculations.

If I can be of further service, please do not hesitate to contact me.

Sincerely,

Jennifer Alaniz, RTA

Encls. (1)

STATE OF TEXAS


PROPERTY TAX CODE, SECTION 26.04 (b)

COUNTY OF HARRIS

CERTIFICATION OF ANTICIPATED COLLECTION RATE FOR
CITY OF LA PORTE

I, Jennifer Alaniz, Tax Assessor/Collector for the City of La Porte, certify that the anticipated debt service collection rate of said municipality for the 2023 taxable year is 100 %. This percentage represents the sum of current and delinquent taxes, including penalty and interest and miscellaneous fees, to be collected between July 1st of this year and June 30th of the next year.

The amount of excess debt collection for the 2022 year was \$ 00.00 dollars.



Jennifer Alaniz

Tax Assessor/Collector

Goose Creek Consolidated Independent School District

July 17, 2023

Date



CITY OF LA PORTE, TEXAS
PROPERTY TAX LEVIES AND COLLECTIONS
Last Ten Fiscal Years

Table 8

Fiscal Year Ended September 30	Taxes Levied for Fiscal Year	Collected within the Fiscal Year of the Levy		Collections in Subsequent Years	Total Collections to Date	
		Amount	% of Levy		Amount	% of Levy
2013	\$ 16,621,361	\$ 16,518,207	99.4%	\$ 172,981	\$ 16,691,188	100.4%
2014	18,267,201	18,090,456	99.0%	240,165	18,330,621	100.3%
2015	19,514,402	19,304,486	98.9%	57,841	19,362,327	99.2%
2016	21,596,463	21,299,848	98.6%	209,983	21,509,831	99.6%
2017	22,269,063	22,109,029	99.3%	(58,342)	22,050,687	99.0%
2018	23,125,072	22,798,488	98.6%	(49,740)	22,748,748	98.4%
2019	23,814,367	23,722,012	99.6%	(96,661)	23,625,351	99.2%
2020	26,752,700	26,452,708	98.9%	(72,202)	26,380,506	98.6%
2021	28,375,540	28,254,323	99.6%	(136,716)	28,117,607	99.1%
2022	30,078,007	29,768,657	99.0%	-	29,768,657	99.0%

* Shows a negative amount due to the refund of taxes.



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested:	<u>August 28, 2023</u>
Requested By:	<u>Ray Mayo, Director</u>
Department:	<u>Public Works</u>
<input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance	

Exhibits: Bid Tabulation 23006; Bid Notifications and Access Report; Engineer's Recommendation Letter; Project Exhibit; Bid from Mar-Con Services LLC.

Appropriation	
Source of Funds:	<u>015 – General Fund</u> <u>032- Park Zone</u> <u>015-7070-530-1100</u> <u>015-8080-552-1100</u>
Account Number:	<u>032-7070-530-1100</u>
Amount Budgeted:	<u>\$916,298.00</u>
Amount Requested:	<u>\$1,555,946.00</u>
Budgeted Item:	<input checked="" type="radio"/> Yes <input type="radio"/> No

SUMMARY & RECOMMENDATION

Bids were received for City of La Porte Bid #23006 'Pecan Park Parking Lot Upgrade' on July 11, 2023. The project was posted on Public Purchase and the City website. The bid notice was advertised on June 15 and June 22, 2023, in the Bay Area Observer. Seventy-Two bidders were notified with eighteen vendors accessing the bid documents and twelve (12) contractors responding with a bid. Mar-Con Services LLC., submitted the lowest bid of \$1,499,777.90. Mar-Con was evaluated and found to have adequate financial stability to perform on this project. The design engineer, Consor, checked the references, confirmed manpower and abilities to construct this project, and has provided a letter of recommendation to award to Mar-Con Services, LLC.

Pecan Park is heavily used year-round for baseball and softball practice, games and tournaments. Currently, the parking lot provides 469 parking spaces. City Council directed staff to procure the services of a professional traffic engineer to evaluate the existing park layout to determine feasible options to improve park layout and safety within the park. City staff has since added six (6) additional traffic humps, six (6) painted crosswalk locations and increased signage to warn drivers regarding pedestrians at the crosswalks.

This project includes re-defining the travel pattern for the park, providing a green-space, replacement of the chain-link ballfield fencing, additional vehicle and ADA parking, additional lighting, and planting of 22 pecan trees. The park will remain open during the construction. There will be some disruption to parking during the construction period. The project will be coordinated with the baseball association to the best possible degree. The work is expected to be completed within 90 calendar days.

Currently, we have \$916,928.00 budgeted for these improvements. To construct this project, staff proposes to use \$570,000.00 from the Hotel/Motel fund, identified in the FY24 budget and allocate \$69,018.00 from the tree fund. This will bring the funded total of the project to \$1,555,946.00.

The construction plan includes the following advantages:

- Removing a portion of the western parking area and drive aisle to reduce vehicular/pedestrian conflict near the concession stand/restroom common area; approximate reduction of 82 spaces.
- Two-way traffic on each entrance/exit.
- Pedestrian pathways to encourage crosswalk use.
- Additional parking area, net addition of approximately 67 spaces; Increasing total number of parking spaces to 536.
- Vehicular/pedestrian crossflow reduced.
- Drive aisles expanded.
- ADA parking for concession stand, restrooms, fields 5 and 6.
- Central greenspace adds to park amenities.
- Improved vehicular circulation.
- Sidewalk connectivity through park.
- Additional detention capacity provided.

Staff recommends the allocation from FY 24 budget in the amounts of \$570,000.00 from hotel/motel funds and \$69,018.00 from the tree fund, and award of Bid # 23006 to Mar-Con Services, LLC. Staff request \$20,000 for materials testing and \$36,168.00 as construction contingency. Mar-con has worked on several projects for us in the past and has provided a high quality of work.

Benefits:

- Construction-ready project becomes fully funded.
- Construction can remain on schedule to complete prior to busy spring/summer season.

Liabilities:

- Re-bidding and construction of the Pecan Park Parking Lot Upgrade project would be delayed until additional funding becomes available.

STRATEGIC PLAN STRATEGY AND GOAL

3.0 The City of La Porte will have and maintain a strong infrastructure and up to date facilities in order to continue to provide superior services for our citizens.

ACTION REQUIRED BY CITY COUNCIL

Authorize the allocation of Fiscal Year 2024 Funds for 1) \$570,000.00 from hotel/motel fund and 2) \$69,018.00 from the parks tree fund for the Pecan Park Parking Lot Upgrade Project; Award Bid #23006 'Pecan Park Parking Lot Upgrade Project' to Mar-Con Services, LLC; and authorize for the City Manager to execute a construction contract with Mar-Con Services. LLC in the amount of \$1,499,777.90, with materials testing at \$20,000 and a contingency amount of \$36,168.00 for a total authorization of \$1,555,946.00.

Approved for the City Council meeting agenda.

Corby D. Alexander, City Manager

Date

PECAN PARK PARKING LOT UPGRADE

CITY OF LA PORTE, TEXAS

Bid 23006 Pecan Park Parking Lot Upgrade
Bid Tabulation

Mar-Con Services, LLC	\$1,499,777.90
Lucas Construction Company, Inc.	\$1,515,151.50
E&S Construction	\$1,588,058.29
Tandem Services, LLC	\$1,599,305.50
Materials Tech, LLC	\$1,710,467.55
Core Stone Construction Services	\$1,793,284.14
CRB Construction, Inc.	\$1,815,701.00
Royal Oak Enterprises, LLC	\$1,999,426.45
Gulf Coast Limestone Inc.	\$2,004,569.90
H & N Contractor Management Services LLC	\$2,469,046.60
Millis Equipment, LLC	\$2,592,202.95
Teamwork Construction Services, Inc	\$2,661,567.25

Notifications Report & Access Report

Notifications:	
Vendor Name	Reason
3J Ryan, Inc.	Bid Notification
AAA Asphalt Paving Inc.	Bid Notification
Advanced Facility Maintenance	Bid Notification
AGR CONSTRUCTION,LLC	Bid Notification
AHRG, Corporation	Bid Notification
All Pro General Construction, Inc.	Bid Notification
Alpha Testing, Inc.	Bid Notification
American Pavement Solutions	Bid Notification
aztec remodeling &landscaping comp	Bid Notification
BATTERY WAREHOUSE	Bid Notification
Baukus Electric	Bid Notification
Bergeron Emergency Services, Inc.	Bid Notification
Blackbird renewable energy	Bid Notification
cdc	Bid Notification
CDC News	Bid Notification
Ceres Environmental Services, Inc.	Bid Notification
Climate Survival Solutions	Bid Notification
D Davila	Bid Notification
derk harmsen const. co inc	Bid Notification
DeShazo Group, Inc.	Bid Notification
DM Construction LLC	Bid Notification
Dodge Data & Analytics	Bid Notification
Dort & O'Connor Contractors	Bid Notification
Durwood Greene Construction Co.	Bid Notification
E Contractors USA LLC	Bid Notification
Ei Dorado Services Inc.	Bid Notification
Elevated Concrete Solutions	Bid Notification
ELITE TEXTILE TRADING LLC	Bid Notification
ERS, Inc.	Bid Notification
Fielder's Choice, Inc.	Bid Notification
Florida Traffic Control Devices, Inc.	Bid Notification
Follis Construction	Bid Notification
General Contractor Services, Inc.	Bid Notification
Granite Inliner	Bid Notification
Greenscapes Six, LLC	Bid Notification
GW Phillips Construction, INC.	Bid Notification
Hayden Paving, Inc.	Bid Notification
HDR Engineering, Inc.	Bid Notification
HENECO ENGINEERING AND CON	Bid Notification
ISC Global Services, Inc.	Bid Notification
ISI Contracting, Inc.	Bid Notification
iSqFt / AGC Houston	Bid Notification
JDC Services	Bid Notification
JERDON ENTERPRISE, L.P.	Bid Notification
Kessler Painting	Bid Notification
Locus Construction	Bid Notification
MHB Construction, Inc.	Bid Notification
Midwest Energy Solutions, Inc.	Bid Notification
Paskey Incorporated	Bid Notification
Perkins WS Corporation	Bid Notification
Pfeiffer & Son, Ltd.	Bid Notification
QC Laboratoires, Inc.	Bid Notification
R J Construction Company, Inc	Bid Notification
RAC Industries, LLC	Bid Notification
RMB MANAGEMENT	Bid Notification
SJ&J CONSTRUCTION, LLC	Bid Notification
South Ranger Construction Inc.	Bid Notification
Southern Concrete Raising	Bid Notification
Southern Road & Bridge	Bid Notification
Stone Castle Industries	Bid Notification
Superior Grouting	Bid Notification
T & A Turf and Irrigation, LLC.	Bid Notification
Tandem Services, LLC	Bid Notification
Teamwork Construction Services, Inc	Bid Notification
Texas LED	Bid Notification
Texas Materials Group, Inc. dba Gulf	Bid Notification
TFR Enterprises, Inc	Bid Notification
The Reynolds Company	Bid Notification
Thompson General Construction, Inc.	Bid Notification
TI-ZACK CONCRETE, INC.	Bid Notification
TLC Trucking & Contracting, Inc.	Bid Notification
Triple B Services, LLP	Bid Notification

Access:	
Vendor Name	Documents
AAA Asphalt Paving	Bid #23006 Pecan Park Parking Lot Upgrad Project.pdf
Alpha Testing, Inc.	Bid #23006 Pecan Park Parking Lot Upgrad Project.pdf
American Pavement Solutions	Bid #23006 Pecan Park Parking Lot Upgrad Project.pdf
aztec remodeling &landscaping comp	Bid #23006 Pecan Park Parking Lot Upgrad Project.pdf
Climate Survival Solutions	Bid #23006 Pecan Park Parking Lot Upgrad Project.pdf
Dodge Data & Analytics	Bid #23006 Pecan Park Parking Lot Upgrad Project.pdf
Dodge Data & Analytics	Bid #23006 Pecan Park Parking Lot Upgrad Project.pdf
E Contractors USA LLC	Bid #23006 Pecan Park Parking Lot Upgrad Project.pdf
E&S Construction	Bid #23006 Pecan Park Parking Lot Upgrad Project.pdf
Elevated Concrete Solutions	Bid #23006 Pecan Park Parking Lot Upgrad Project.pdf
ELITE TEXTILE TRADING LLC	Bid #23006 Pecan Park Parking Lot Upgrad Project.pdf
Greenscapes 6	Bid #23006 Pecan Park Parking Lot Upgrad Project.pdf
HENECO ENGINEERING AND CON	Bid #23006 Pecan Park Parking Lot Upgrad Project.pdf
Perkins WS Corporation	Bid #23006 Pecan Park Parking Lot Upgrad Project.pdf
RMB MANAGEMENT	Bid #23006 Pecan Park Parking Lot Upgrad Project.pdf
Tandem Services, LLC	Bid #23006 Pecan Park Parking Lot Upgrad Project.pdf
Texas Materials Group, Inc. dba Gulf	Bid #23006 Pecan Park Parking Lot Upgrad Project.pdf
Triple B Services, LLP	Bid #23006 Pecan Park Parking Lot Upgrad Project.pdf

August 14, 2023

Cherell Daeumer, CPPB
Purchasing Manager
City of La Porte
604 W. Fairmont Parkway
La Porte, Texas 77571

RE: Official Bid Tabulation and Engineer's Recommendation for Pecan Park Parking Lot Upgrade Project

Dear Ms., Cherell,

Consor Engineers, LLC (Consor) received the twelve (12) bid tabulations provided by City of La Porte for this project. Consor verified and noted that there were a few calculation errors (highlighted in yellow) on the attached excel sheet, but it did not change the ranking of the lowest bidders. Below are the three lowest bidders for Pecan Park Parking Lot Upgrade project (in the order of low to high):

1. Mar-Con Services, LLC
2. Lucas Construction Company, Inc
3. E&S Construction

We recommend selecting Mar-Con Services, LLC for this work.

If you have any questions, please let me know.

Sincerely,
Consor Engineers, LLC



Kishore Juluru, PE, PTOE, Project Manager
281-493-4140 ext. 54225 | kjuluru@consoreng.com

Attachment: Official Bid Tabulation

PECAN PARK PARKING REDESIGN

City of La Porte

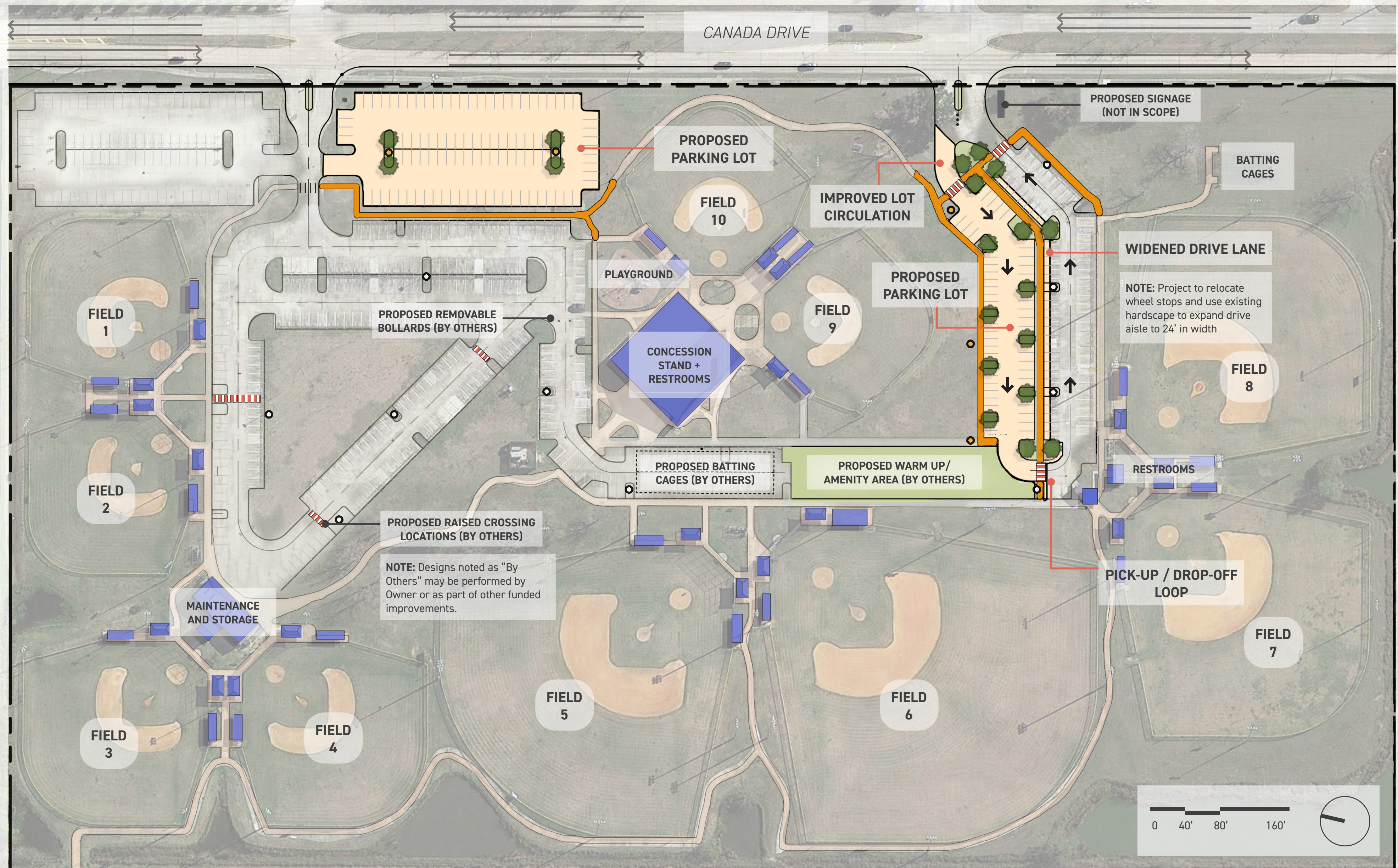


CANADA DRIVE





ISSUES




- Inefficient parking lot layout.
- Narrow spacing and tight corners contribute to unsafe conditions.
- Insufficient parking for large events.
- Unsafe conditions for pedestrians inside parking/circulation areas.



KEY DESIGN CHANGES

- No changes to existing ball fields
- Provides up to an additional 149 parking spaces (net 67 spaces; ADA spaces to be determined)
- Improved parking lot circulation and pedestrian pathways.
- Raised crossings to encourage safe travel speeds and pedestrian visibility.
- Additional parking lot lighting and shade trees.

-  Proposed New Parking Areas
-  Proposed New Pathways

-  Proposed Raised Crossing
-  Existing Light Pole
-  Proposed Light Pole

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Mar-Con Services, LLC

P. O. Box 837, Deer Park, TX 77536

as Principal, hereinafter called the Principal, and Harco National Insurance Company

28420 Hardy Toll Road, Suite 200, Spring, TX 77373

a corporation duly organized under the laws of the State of IL

as Surety, hereinafter called the Surety, are held and firmly bound unto City of La Porte

TX

as Obligee, hereinafter called the Obligee, in the sum of FIVE Percent of the Greatest Amount Bid

Dollars (\$ 5% G.A.B.),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Pecan Park Parking Lot Upgrade Project, Bid Package #23006

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 11th day of July, 2023

Melissa D. [Signature]
(Witness)

Mar-Con Services, LLC

(Principal)

(Seal)

By: [Signature]

(Title)

Harco National Insurance Company

(Surety)

By: [Signature]

Attorney-in-Fact Michele M Bonnin

Surety Phone No.



POWER OF ATTORNEY

HARCO NATIONAL INSURANCE COMPANY INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

Bond # Bid Bond

Principal Mar-Con Services, LLC

Obligee City of La Porte

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

Michele M Bonnin

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this day of



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this day of , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2024

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 11th day of July, 2023

Irene Martins, Assistant Secretary

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact Harco National Insurance Company at:

1-800-333-4167

You may also write to: Harco National Insurance Company c/o IAT Surety at:

Attn: Claims Department
One Newark Center, 20th Floor
Newark, NJ 07102

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede comunicarse con su Harco National Insurance Company al:

1-800-333-4167

Usted tambien puede escribir a Harco National Insurance Company c/o IAT Surety at:

Attn: Claims Department
One Newark Center, 20th Floor
Newark, NJ 07102

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU FIANZA DE GARANTIA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

"Original"

City of La Porte

Section 00410
Bid Form

BID FORM
BID #23006-PECAN PARK PARKING LOT UPGRADE PROJECT

DATE: 7-18-23

Bid of MAR-CON SERVICES, LLC an individual proprietorship, a corporation organized and existing under laws of the State of Texas, a partnership consisting of Members, for Pecan Park Parking Lot Upgrade Project for the City of La Porte, Harris County, Texas.

Gentlemen:

The undersigned bidder has carefully examined the Instructions to Bidders, this Proposal, the General Conditions of Agreement, the Technical Specifications and the drawings for the work herein above described and referred to in the Invitation to Bid and has carefully examined the site of the work and will provide all necessary labor, superintendence, machinery, equipment, tools, materials, services and other means of construction to complete all the work upon which he bids, as called for in the Contract, the Specifications and shown on the drawings, and in the manner prescribed therein and according to the requirements of the City of La Porte.

TOTAL BASE BID (ITEMS 1-48) \$ 1,499,777.⁹⁰

Written One Million, Four hundred ninety nine thousand, Seven hundred Seventy Seven dollars and ninety cents

It is understood and agreed that the work shall be substantially completed within 60 calendar days and fully completed within 90 calendar days after the date on which work is to be commenced as established by the Contract Documents.

It is agreed that the contract price may be increased or decreased to cover work added or deleted by order of the Engineer, in accordance with the provisions of the General Conditions of Agreement.

The undersigned agrees that the amounts bid in this proposal will not be withdrawn or modified for sixty (60) days following date of bid opening.

It is understood that the bid security accompanying this proposal shall be returned to the undersigned unless, in case of the acceptance of this proposal the undersigned should fail to enter into a construction contract and execute bonds as provided in the specifications. In the event the undersigned should fail to enter into a construction contract and execute bonds as required within 14 calendar days after the Engineer has given unsigned contracts to the Contractor, it is understood and agreed that the bid security shall be

forfeited to the Owner and shall be considered as payment for damages due to delay and other inconveniences suffered by the Owner as a result of such failure on the part of the undersigned.

It is understood that the Owner reserves the right to reject any and all bids.

In the event of Award of the Contract to the undersigned, the undersigned agrees to furnish Performance and Payment Bonds as provided in the Specifications.

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final

Date

7-18-23

Signed

[Signature]

By

MARIO RAMOS - Owner
(Title)

Company

MAR-CON SERVICES, LLC.

Address

1410 Preston Rd, Bldg. H.
Pasadena TX 77503

Telephone Number

713-473-1800

Email Address

Mario@marconllc.com

Witness

[Signature]

SEAL (if Bidder is a Corporation)

Acknowledge receipt of Addenda Below:

Addendum No.

1 2 3 _____

Date Received

6-28-23 7-10-23 7-11-23 _____

**PECAN PARK PARKING LOT UPGRADE
BID FORM**

PROJECT NAME: PECAN PARK PARKING LOT UPGRADE

PREPARED BY:

Date:

ITEM NO.	SPEC NO.		DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
			PECAN PARK PARKING LOT WORK ITEMS				
1	100	**	Preparing the Right-of-Way including Mobilization, In Accordance with the Specifications (Max 5% of Total Base Bid Amount)	LS	1	\$ <u>55,387.²⁰</u>	\$ <u>55,387.²⁰</u>
2	00671	*	Furnish, Install and Maintain Traffic Control Devices and appurtenances, in accordance with the Texas Manual on Uniform Traffic Control Devices (Latest Edition), Including Flagmen, Complete-in-Place, In Accordance with the Plans and Specifications	LS	1	\$ <u>3,450.⁰⁰</u>	\$ <u>3,450.⁰⁰</u>
3	104	**	Remove and Dispose of Old Concrete Pavement, Concrete Sidewalks, Concrete Driveways, Including Concrete Curb or Curb and Gutter, All Depths, Complete-in-Place, In Accordance with the Plans and Specifications	SY	862	\$ <u>18.⁷⁰</u>	\$ <u>16,119.⁴⁰</u>
4	00500	*	Remove and Relocate Existing Traffic Signs, Complete-in-Place, In Accordance with the Plans and Specifications	EA	4	\$ <u>227.⁴⁰</u>	\$ <u>909.⁶⁰</u>
5	00537	*	Furnish and Install Concrete Wheel Stop, Complete-in-Place, In Accordance with the Plans and Specifications	EA	143	\$ <u>264.⁷⁰</u>	\$ <u>37,852.¹⁰</u>
6	110	**	Roadway Excavation including Stripping, Complete-in-Place, In Accordance with the Plans and Specifications	CY	370	\$ <u>19.²⁰</u>	\$ <u>7,104.⁰⁰</u>
7	132	**	Borrow, Type A Complete-in-Place, In Accordance with the Plans and Specifications	CY	883	\$ <u>25.⁰⁰</u>	\$ <u>22,075.⁰⁰</u>
8	00220	*	Prepare and Compact 6" Lime Stabilized Subgrade, Complete-in-Place, In Accordance with the Plans and Specifications	SY	7,210	\$ <u>6.¹⁰</u>	\$ <u>43,781.⁰⁰</u>
9	00221	*	Furnish Lime (8% by Dry Weight), Complete-in-Place, In Accordance with the Plans and Specifications	TON	191	\$ <u>304.⁸⁰</u>	\$ <u>58,216.⁸⁰</u>
10	360	**	Furnish and Install 6" Reinforced Concrete Pavement, Complete-in-Place, In Accordance with the Plans and Specifications	SY	6,531	\$ <u>64.⁴⁰</u>	\$ <u>420,576.⁴⁰</u>

**PECAN PARK PARKING LOT UPGRADE
BID FORM**

11	00105	*	Furnish and Install 4" Reinforced Concrete Sidewalks, Complete-in-Place, In Accordance with the Plans and Specifications	SY	1,020	\$ <u>58.</u> ²⁰	\$ <u>58,364.</u> ⁰⁰
12	420	**	Furnish and Install 7" Reinforced Concrete Dumpster Pad, Complete-in-Place, In Accordance with the Plans and Specifications	SY	279	\$ <u>86.</u> ⁶⁰	\$ <u>24,161.</u> ⁴⁰
13	00500	*	Remove and Relocate Existing BBQ pit w/post, In Accordance with the Plans and Specifications	EA	1	\$ <u>434.</u> ¹⁰	\$ <u>434.</u> ¹⁰
14	00675	*	Provide and Install 4" (SLD) White pavement Marking, In Accordance with the Plans and Specifications	LF	2,904	\$ <u>1.</u> ²⁰	\$ <u>3,484.</u> ⁰⁰
15			Furnish and Install Removable Bollards, In Accordance with the Plans	EA	40	\$ <u>1,756.</u> ⁸⁰	\$ <u>70,352.</u> ⁰⁰
16			Furnish and Install Baseball Field Chainlink Fence for all the 10 fields, In Accordance with the Plans. Also includes removal and disposal of existing fences	LS	1	\$ <u>217,407.</u> ⁵⁰	\$ <u>217,407.</u> ⁵⁰
16A			Furnish and Install Baseball Field Chainlink Fence Post (as needed) for the fields in coordination with City of La Porte Project Manager. Also includes removal and disposal of existing posts	EA	100	\$ <u>51.</u> ⁸⁰	\$ <u>5,180.</u> ⁰⁰
17	00555	*	Furnish and Install Dumpster Chainlink Fence including gates, In Accordance with the Plans and Specifications	LF	40	\$ <u>196.</u> ²⁰	\$ <u>7,848.</u> ²⁰
18	00675	*	Provide and Install Pavement Marking and Signage, In Accordance with the Plans and Specifications	EA	6	\$ <u>1,331.</u> ⁰⁰	\$ <u>7,986.</u> ⁰⁰
19	02800	*	Broadcast Seeding (Perm) (Warm or Cool), In Accordance with the Plans and Specifications	SY	1,462	\$ <u>1.</u> ¹⁰	\$ <u>1,608.</u> ²⁰
20	00120	*	Pecan Park Parking Lot- Excavation for Detention pond, All Depths Complete-in-Place, In Accordance with the Plans and Specifications	CY	852	\$ <u>84.</u> ¹⁰	\$ <u>71,653.</u> ²⁰
21	02500	*	Pecan Park Parking Lot- Furnish and install 12" HDPE Storm Sewer, All Depths, Complete-in-Place, In Accordance with the Plans and Specifications	LF	100	\$ <u>60.</u> ⁰⁰	\$ <u>6,000.</u> ⁰⁰
22	02500	*	Pecan Park Parking Lot- Furnish and install 15" HDPE Storm Sewer, All Depths, Complete-in-Place, In Accordance with the Plans and Specifications	LF	118	\$ <u>65.</u> ²⁰	\$ <u>7,670.</u> ⁰⁰
23	02500	*	Pecan Park Parking Lot- Furnish and install 18" HDPE Storm Sewer, All Depths, Complete-in-Place, In Accordance with the Plans and Specifications	LF	391	\$ <u>75.</u> ⁷⁰	\$ <u>29,598.</u> ⁷⁰

**PECAN PARK PARKING LOT UPGRADE
BID FORM**

24	02500	*	Pecan Park Parking Lot- Furnish and install 24" HDPE Storm Sewer, All Depths, Complete-in-Place, In Accordance with the Plans and Specifications	LF	410	\$118. ⁰⁰	\$48,462. ⁰⁰
25	02500	*	Pecan Park Parking Lot- Furnish and install (18"x29") Arch RCP Storm Sewer, All Depths, Complete-in-Place, In Accordance with the Plans and Specifications	LF	399	\$261. ⁸⁰	\$104,458. ²⁰
26	00472	*	Pecan Park Parking Lot- Furnish and Install Grate Inlet, Complete-in-Place, In Accordance with the Plans and Specification	EA	6	\$2,164. ⁰⁰	\$12,984. ⁰⁰
27	00465	*	Remove and Dispose of Existing 10" Pipe, Complete-in-Place, In Accordance with the Plans and Specifications	LF	335	\$14. ⁰⁰	\$4,690. ⁰⁰
28	00465	*	Remove and Dispose of Existing 12" Pipe, Complete-in-Place, In Accordance with the Plans and Specifications	LF	100	\$14. ⁰⁰	\$1,400. ⁰⁰
29	00465	*	Remove and Dispose of Existing 15" Pipe, Complete-in-Place, In Accordance with the Plans and Specifications	LF	143	\$14. ⁰⁰	\$2,002. ⁰⁰
30	00465	*	Remove and Dispose of Existing Grate Inlet, Complete-in-Place, In Accordance with the Plans and Specification	EA	3	\$250. ⁰⁰	\$750. ⁰⁰
31	00493	*	Pecan Park Parking Lot- Prop 6" Concrete Riprap, In Accordance with the Plans and Specifications	CY	10	\$1,163. ⁰⁰	\$11,630. ⁰⁰
32	02630	*	Furnish, Install and Remove Silt Fence for Erosion Control, In Accordance with the Plans and Specifications	LF	2,105	\$3. ⁰⁰	\$6,315. ⁰⁰
33	02630	*	Furnish Install and Remove Erosion Control Logs, In Accordance with the Plans and Specifications	LF	195	\$10. ⁰⁰	\$1,950. ⁰⁰
34	02630	*	Furnish Install and Rock Filter Dams, In Accordance with the Plans and Specifications	LF	50	\$64. ⁴⁰	\$3,220. ⁰⁰
SUBTOTAL ITEMS 1-34							\$1,376,299. ⁶⁰

**PECAN PARK PARKING LOT UPGRADE
BID FORM**

			ILLUMINATION				
35	00677	*	Furnish and Install Conduit (PVC) (SCHD 80) (2"), In Accordance with the Plans and Specifications	LF	525	\$34. ⁵⁰	\$18,112. ⁵⁰
36	620	**	Furnish and Install Electrical Conductor (No. 6) Bare, In Accordance with the Plans and Specifications	LF	525	\$1. ⁷⁰	\$892. ⁵⁰
37	620	**	Furnish and Install Electrical Conductor (No. 6) Insulated, In Accordance with the Plans and Specifications	LF	1,050	\$1. ⁸⁰	\$1,890. ⁰⁰
38	00411	*	Furnish and Install Drilled Shaft Foundation (12") for Light Poles, In Accordance with the Plans and Specifications	LF	54	\$212. ⁸⁰	\$11,491. ²⁰
39			Furnish and Install Light Poles with two 150 Watt LED Lights, In Accordance with the Plans	EA	3	\$2,357. ⁰⁰	\$7,072. ⁵⁰
40			Furnish and Install Light Poles with one 150 Watt LED Lights, In Accordance with the Plans	EA	3	\$2,200. ⁰⁰	\$6,600. ⁰⁰
SUBTOTAL ITEMS 35-40							\$46,068. ⁷⁰
			TREE PROTECTION FENCING				
41	02630	*	Temporary Chainlink Fence (5' ht./6' panel length(per details) with sandbags for stability), In Accordance with the Plans and Specifications	LF	725	\$20. ⁵⁰	\$14,862. ⁵⁰
42	00501	*	Tree Boarding, In Accordance with the Plans and Specifications	EA	7	\$285. ⁰⁰	\$1,995. ⁰⁰
SUBTOTAL ITEMS 41-42							\$16,857. ⁵⁰
			TREE DEMOLITION				
43	00102	*	Tree Removal, In Accordance with the Plans and Specifications	EA	14	\$600. ⁰⁰	\$8,400. ⁰⁰
SUBTOTAL ITEM 43							\$8,400. ⁰⁰
			PLANTING				
44	04254	*	Shade Tree - Pecan (45 gallon), In Accordance with the Plans and Specifications	EA	22	\$1,840. ⁰⁰	\$40,480. ⁰⁰
45	02800	*	Bermuda Hydroseed with Tackifier, In Accordance with the Plans and Specifications	SF	30,113	\$0. ¹⁰	\$3,011. ³⁰
46	04254	*	Mulch (3"), In Accordance with the Plans and Specifications	CY	24	\$105. ⁰⁰	\$2,520. ⁰⁰
47	04254	*	Planting Bed Soil (8" at New Trees), In Accordance with the Plans and Specifications	CY	46	\$105. ⁰⁰	\$4,830. ⁰⁰
48	04254	*	Tree Staking - Lodgepole (3 per tree), In Accordance with the Plans and Specifications	EA	22	\$60. ⁰⁰	\$1,320. ⁰⁰
SUBTOTAL ITEMS 44-48							\$52,161. ³⁰
BASE BID TOTAL							\$149,777. ⁹⁰

**PECAN PARK PARKING LOT UPGRADE
BID FORM**

City of La
Porte
Specifications * <http://laportetx.gov/491/Technical-Specifications>

TxDOT
Specifications ** <https://www.txdot.gov/business/resources/txdot-specifications.html>

SUMMATION

SUBTOTAL PECAN PARK PARKING LOT WORK ITEMS 1-34	\$	<u>1,370,299.⁶⁰</u>
SUBTOTAL ILLUMINATION ITEMS 35-40	\$	<u>46,058.⁷⁰</u>
SUBTOTAL TREE PROTECTION FENCING ITEMS 41- 42	\$	<u>16,857.⁵⁰</u>
SUBTOTAL TREE DEMOLITION ITEM 43	\$	<u>8,400.⁰⁰</u>
SUBTOTAL PLANTING ITEMS 44-48	\$	<u>52,161.³⁰</u>
TOTAL AMOUNT BID	\$	<u>1,499,777.⁹⁰</u>

CITY OF LA PORTE
RESPONDENT AFFIDAVIT

The foregoing prices shall include all labor, materials, equipment, removal, overhead, profit, freight, insurance, etc., to cover the finished work specified in this bid.

All items bid and installed under this procurement must be new and unused and in undamaged condition.

The City of La Porte is tax exempt and no taxes shall be included in the pricing of this solicitation.

Respondent understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the solicitation.

The respondent agrees that this solicitation shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving submittals.

The undersigned affirms they are duly authorized to represent this firm, that this proposal has not been prepared in collusion with any other firm, and that the contents contained herein have not been communicated to any other firm prior to the official opening.

Respectfully submitted:

Business Name:

MAR-CON Services, LLC

Address:

1410 Preston Rd., Bldg. H.
Pasadena, TX, 77503

Printed Name:

MARIO RAMOS

Authorized Signature:



Date:

7-18-23

CITY OF LA PORTE CERTIFICATION OF RESPONDENT

City of La Porte Ordinance #98-2217 prohibits any expenditure for goods or services by the City of La Porte from any person, firm, or corporation owing any delinquent indebtedness to the City. The undersigned respondent further certifies that it is in compliance with the requirements of said ordinance. A copy of the ordinance may be obtained by contacting the City of La Porte Purchasing Division at 281-470-5126.

If undersigned bidder is not in compliance with Ordinance 98-2217, it hereby assigns to the City of La Porte, the amount of its delinquent indebtedness to the City of La Porte, to be deducted by the City of La Porte from the amounts due the undersigned.

Failure to remit this certification with the response or non-compliance with said ordinance shall be just cause for rejection or disqualification of submitted proposal.

M.R. ✓ The undersigned hereby certifies that it is in compliance with Ordinance 98-2217.

Or

_____ The undersigned assigns to the City of La Porte, the amount of its delinquent indebtedness, to be deducted by the City of La Porte from the amounts due the undersigned.

(Initial one of the above)

Business Name:

MAR-CON Services, LLC

Address:

1410 Preston Rd., Bldg. H-
Pasadena, TX, 77503

Printed Name:

MARIO RAMOS

Authorized Signature:

M R

Date:

7-18-23

CITY OF LA PORTE
PROTECTION OF RESIDENT WORKERS COMPLIANCE

The City of La Porte, Texas actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S.

The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9).

The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

Business Name:

MAR-CON Services, LLC.

Address:

1410 Preston Rd., Bldg. H.
Pasadena, TX, 77503

Printed Name:

MARIO RAMOS

Authorized Signature:

M-R

Date:


7-18-23

CITY OF LA PORTE

INDEMNITY HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of La Porte, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney's fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expenses, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by or working as an independent contractor for Contractor or said Subcontractors or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees or independent contractors.

The Contractor expressly understands and agrees that any insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City of La Porte, its Council members, officers, agents and employees and herein provided.

Business Name:MAR-CON Services, LLC.**Address:**1410 Preston Rd., Bldg. H.
Pasadena, TX, 77503**Printed Name:**Mario Ramos**Authorized Signature:****Date:**7-18-23

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.

Man-Con Services, LLC

2 ☒ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

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 *[Signature]*
Signature of vendor doing business with the governmental entity

7-18-23
Date

References:

Please PRINT or TYPE here, the names, addresses and other contact information of persons in a management capacity where other similar work has been provided within the last five (5) years, or is currently being provided that may be willing to provide a reference and recommendation for your company. Failure to complete and submit this form may be cause to disqualify your proposal. References provided must be for similar events.

At least 2 of the 5 required references should be current and of a similar size and scope. Contractor shall also indicate the date services were performed and a brief description of the type of event, and any other pertinent information involved for each reference provided.

Company Name	Contact	Address	Telephone	E-mail
City of Deer Park	Dilcia Jimenez, PE.	710 E. San Augustine	710-479-2394	
Deer Park TX	77536			

Company Name	Contact	Address	Telephone	E-mail
City of Missouri City	Mark Law	1522 Texas Parkway	281-403-8500	
Missouri City TX	77489			

Company Name	Contact	Address	Telephone	E-mail
City of Jersey Village	Tim Nyugen	16327 Lakeview Dr.	713-466-2100	
Jersey Village TX	77040			

Company Name	Contact	Address	Telephone	E-mail
Arkk Engineers	Madhu Kilambi, PE.	7322 Southwest Frwy. Suite 1040	713-400-2755	
Houston TX	77074			

Company Name	Contact	Address	Telephone	E-mail
FDS Engineering Group	Travis Sellers, PE.	13430 Northwest Frwy Suite 700	713-462-3178	
Houston TX	77040			

House Bill 89 VERIFICATION

I, MARIO RAMOS (Person name), the undersigned
representative of MAX-CON SERVICES, LLC

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

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

This statement is exempt for sole proprietorship vendors, vendors who have less than 10 full
time employees and contracts that are under \$100,000 of public funds.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or
otherwise taking any action that is intended to penalize, inflict economic harm on, or
limit commercial relations specifically with Israel, or with a person or entity doing
business in Israel or in an Israeli-controlled territory, but does not include an action made
for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association,
corporation, partnership, joint venture, limited partnership, limited liability partnership,
or any limited liability company, including a wholly owned subsidiary, majority-owned
subsidiary, parent company or affiliate of those entities or business associations that
exist to make a profit.

7-18-23

DATE



SIGNATURE OF COMPANY REPRESENTATIVE

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas)

County of Harris)

Mario Ramos, being first duly sworn, deposes and says that:

(1) He/She is owner of MAK-CON SERVICES LLC, the Bidder that has submitted the attached Bid;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Lufkin (Local Public Agency) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) [Signature]

owner

Title

Subscribed and sworn to me this 18 day of July.

By: [Signature]

Notary Public

My commission expires 2-9-25



City of La Porte Forms, Certifications, Notifications

- ✓ • Respondent Affidavit **(Required)**
- ✓ • Certification by Bidder **(Required)**
- ✓ • Protection of Resident Workers **(Required)**
- ✓ • Indemnity Hold Harmless Agreement **(Required)**
- ✓ • Conflict of Interest Questionnaire **(Required)**
- ✓ • Reference Form **(Required)**
- ✓ • House Bill 89 Verification **(Required)**
- ✓ • Non-Collusion Affidavit of Prime Bidder **(Required)**
- ✓ • Statement of Qualification Form **(Required)**
 - FORM 1295 (Notification, due after award)
 - Local Bidder Preference Application
- ✓ • Bid Form **(Required)**
- ✓ • Bid Bond **(Required)**
 - Insurance Requirements(Notification, due after award)



STATEMENT OF QUALIFICATIONS

July 18, 2023

Attn: City of La Porte

The following information given below is numbered accordingly to the list given to Mar-Con Services, LLC by the City of La Porte:

1. Mar-Con Services, LLC primary contact is, Mario Ramos, he can be reached at the email of mario@marconllc.com and phone number will be (713) 473-1800.
2. Mar-Con Services, LLC has been in business for 17 years and was established in the state of Texas. Previous firms that have employed principal, Ramos Industries, Inc.
3. See attached documents.
4. See attached documents.
5. See attached documents.
6. Mar-Con Services has not had any contracts result in lawsuits.
7. Mar-Con Services has not had any contracts result in default.
8. Mar-Con Services has not filed for bankruptcy while performing work.
9. Mar-Con Services has not had any officers be associated with contracts that resulted in lawsuits, defaults, or filed for bankruptcy.
10. See attached documents.
11. MAR-CON SERVICES, LLC, is a full service heavy civil construction company that operates primarily in Houston and surrounding areas. We provide installations that include and are not limited to concrete slope paving, bridges, structural retaining walls, large and small diameter water/sewer lines, concrete roadway paving, detention ponds, lift stations, etc. Our organization is comprised of two owners that combined have 55 years of construction experience. We currently employ a work force of 80-85 honest, hardworking individuals that are ready, willing, and able to perform. Should you have any questions or require additional information, please do not hesitate to call. Thank you.



3. AVAILABLE MANPOWER AND EQUIPMENT

We currently employ a workforce of 80-85 individuals working on four active projects. We will dedicate a project superintendent as well as the required number of foreman and skilled craftsman to complete your project on time and on budget. Our office and support staff are more than capable of managing the additional workload.

The following equipment is available to complete this project:

EQUIPMENT SCHEDULE

330 Cat Excavator
Rm 300 Cat Soil Stabilizer
D5 K Cat Bulldozer
924 Cat Loader
Broom Sweeper

SUPPLIERS

Cherry Stabilized – Stabilized Sand
AmeriTex Pipe – Reinforced Concrete Pipe
Rock Solid Pre-cast – Pre-cast structures
U.S. Lime – Lime Slurry
Katy Steel – Rebar
Cemex USA – Concrete
Century Materials – Asphalt and Base Materials
Ferguson Waterworks – Utility Materials
Fabco – Construction Accessories



MAR-CON SERVICES, LLC
General Contractors

4. CONTRACTOR QUALIFICATIONS

EXPERIENCE RECORD

Amount of Contract Award	Type of Work	Date Accepted	Name and Address Of Owner
\$ 409,164.72	Paving and Drainage Improvements for Independence Blvd. Segment 2	May 30, 2020	1522 Texas Pkwy. Missouri City, TX 77489 Contact: Mark Law, P.M. Phone: (281) 403-8539 e-Mail: mark.law@missouricitytx.gov
\$ 1,389,482.50	14th Street Ditch Improvements Project	December 15, 2020	City of Texas City, 1801 9th Avenue North. Texas City, Texas 77592 Contact: Madhu Kilambi, P.E. Phone: (713) 400-2755 e-Mail: madhu.kilambi@arkkengineers.com
\$ 161,277.74	RECONSTRUCTION OF GLENN LAKES BRIDGE OVER OYSTER CREEK TRIBUTARY EAST OF HIGHLAND LAKES DRIVE (BRIDGE NO. R004-80-002)	August 20, 2020	1522 Texas Pkwy. Missouri City, TX 77489 Contact: Mark Law, P.M. Phone: (281) 403-8539 e-Mail: mark.law@missouricitytx.gov
\$1,989,739.09	Heritage Addition Drainage Improvements	June 21, 2021	City of Deer Park 710 E. San Agustine Deer Park, TX 77536. Contact: Jason Eldridge, P.E. Phone: (713) 485-8213 e-Mail: JEldridge@cobb fendley.com



MAR-CON SERVICES, LLC
General Contractors

5. LIST OF PROJECTS WHERE WE ARE ENGAGED IN COMPLETING

Amount of Contract Award	Type of Work	Est. Date of Completion	Percentage in Place	Name and Address Of Owner
\$ 1,792,161.90	Lincoln Cedars and Julie Ann Villa Drainage Improvements (CDBG-DR)-IFB 22-1004	December 09, 2022	92.11	City of Baytown 2401 Market Street Baytown, TX 77520
\$2,667,777.00	Jackson Avenue Drainage Improvements	December 03, 2022	78.49 %	IDS Engineering Group 13430 Northwest Freeway, Suite 700 Houston, TX 77040
\$2,935,697.40	Bayou Bend Regional Detention Facility and Associated Drainage Improvements	Waiting for Notice to proceed (NTP)	80.00 %	Costello, Inc. Engineering & Surveying 2107 CityWest Blvd. 3 rd Floor. Houston, Texas 77042



MAR-CON SERVICES, LLC
General Contractors

REFERENCES

Organization Name	Contact Name/	Telephone No	E-Mail Address	Address
League City / ARKK Engineers	Madhu Kilambi, P.E.	(713) 400-2755	madhu.kilambi@arkkengineers.com	7322 Southwest Fwy. Houston, Texas 77074
Cobb, Fendley & Associates, Inc.	Jason Eldridge, P.E.	(713) 462-3242	JEldridge@cobbhendley.com	13430 Northwest Freeway, Suite 1100. Houston, TX 77040
Harris County	Julia Bond, P.E.	(713) 274-1564	Julia.bond@hcpid.org	1001 Preston St. #924 Houston, TX 77002
IDS Engineering Group	Travis S. Sellers, P.E., ENV SP Senior Vice President	(832) 590-7196	TSellers@idseg.com	13430 Northwest Freeway, Suite 700, Houston, Texas 77040
PBK Architects	Manuel Torres, Partner	(713) 965-0608	Manuel.Torres@pbk.com	11 Greenway Plaza 22nd Floor Houston, TX 77046

BANK REFERENCES:

BANK ADDRESS	11550 Fuqua, Suite 100. Houston, Texas 77034		
Name	Position	Phone	Email
Letty Garza	Sr. Lending Assistant	(281) 925-4783	Lgarza@cbotx.com



Mario Ramos

Owner / Project Manager / Estimator

Experience:

Ramex Construction 1987 – 2001 Project Manager

Ramos Industries 2001 – 2006 Estimator

Mar-con Services, LLC 2006 – Present Owner / Project Manager / Estimator

Mr. Ramos has worked in the construction industry for over twenty-seven years. He started his own business, MAR-CON SERVICES, LLC, in 2006 with his brother Robert Ramos Jr. and sister Ada Villarreal. Together with their father, Roberto Ramos Sr., serving as a mentor, they have built a strong and well respected heavy civil construction company. Working primarily in Houston and surrounding areas they provide installations that include, concrete slope paving, bridges, structural retaining walls, large and small diameter water / sewer lines, concrete roadway paving and lift stations. MAR-CON SERVICES, LLC, currently employs a work force of 80 – 85 honest, hardworking individuals that are ready, willing, and able to perform.



Ada Villarreal

Employment

2006 – Present MAR-CON SERVICES, LLC
Owner / Office Manager

1999-2005 Ramos Industries, Inc. 3636 Pasadena Blvd Pasadena, TX. 77503
Office Manager

- Manager over accounts payable, payroll, and insurance department. I have extensive knowledge in the insurance field and working with all aspects of worker's compensation claims and the employees. I also handle all General Liability claims such as: damaged lines and cables, all job-related liability claims, and all reported claims for the Houston area, Laredo area, Corpus Christi, and Mission Texas. I am responsible for all company loan payments and maturity dates. I handle all large equipment rentals and contracts. Working with the equipment has made me very experienced with the equipment types, sizes, uses, prices, rental rates, and sales prices. Reconcile all cash receipts and handle all bank sweeps and transfers. I have extensive experience with depreciation schedules and allocations of all company owned assets. I am responsible for all medical and all other employee insurance quotes.
and policies for Ramos Industries, Inc. and am responsible for all OSHA reporting and reporting requirements .

1982-1999

Ramex Construction started doing business in February of 1982. I was hired to fulfill all office duties. I trained in payroll, accounts payable, accounts receivables and all bank requirements. I was the only office employee; therefore this gave me the opportunity to fully learn how to run an office from setup to all bookkeeping needs. Ramex Construction grew rapidly and soon hired more office personnel. I was promoted to office manager and given the responsibility of all office personnel hiring. I learned to work with the company attorney on all legal and insurance matters. I learned all office responsibilities and became responsible for producing all monthly financial statements and reports.

Education 1982 Graduate of Deer Park High School

San Jacinto College 1 year computer courses

Languages Speak, read, and write Spanish fluently.

I have worked in the construction field for over 33 years. I have extensive knowledge in all aspects of construction and office management.

P.O. Box 837 – Deer Park, Texas 77536- 713-473-1800- Fax: 713-473-18-11



Mario Villarreal

General Superintendent

Experience:

Ramex Construction	1985 – 1997	Project Superintendent
Ramos Industries	1997 – 2006	Project Superintendent
SER Construction	2006 – 2010	Project Superintendent
Mar-con Services, LLC	2010 – Present	General Superintendent

Mr. Villarreal has worked in the construction industry as a Project Superintendent for over thirty years. He has supervised jobs in excess of twelve million dollars. His experience includes roadway paving, slope paving, water plants, lift stations, structural concrete walls and he specializes in large diameter waterline installations and building bridges. Mr. Villarreal is our General Superintendent and is responsible to oversee all of the field work and report directly to the Owner.

CMT COST ESTIMATE

Pecan Park Parking Lot Upgrade (Preliminary)

La Porte, Texas

Cost Estimate No: 98796



Environmental

Geotechnical

Construction Materials



Geotechnical
Construction Materials
Environmental
TBPE Firm No. 813

15811 Tuckerton Road
Houston, Texas 77095

Tel: 713.360.0460
Fax: 713.360.0481
www.alphatesting.com

Revised: 7/24/23

07/05/23

City of La Porte

1322 S. Broadway
La Porte, TX 77571

Attention: Kennard Givens

givensk@laportetx.gov

Construction Materials Testing
Services and Fees

**PECAN PARK PARKING LOT UPGRADE
(PRELIMINARY)**

La Porte, Texas

Cost Estimate No: 98796-22-52H

We are pleased to submit the following cost estimate for performing Construction Materials Testing on the project referenced above.

Thank you for the opportunity to submit this estimate. If this cost estimate is satisfactory, would you please sign the white copy of the enclosed cost estimate acceptance sheet and return it to us. We will consider receipt of a signed copy of this cost estimate as our official notice to proceed.

We look forward to working with you on this project. If there are any questions, please contact Jennifer Ochoa at 713-360-0479, we are available to discuss any questions at your convenience.

Respectfully submitted,

ALPHA TESTING, LLC.

Joseph Culley II, S.E.T.
Regional Manager

Heath Helgeson C.E.T.
Senior Project Manager

JC/HH

Attachments: Acceptance Sheet
General Terms and Conditions



Firm Profile

HISTORY

Alpha Testing, LLC. (Alpha), a Texas corporation established in 1983, provides full-service geotechnical engineering, construction materials testing and inspection, and environmental services. Our goal since 1983 has been to be recognized as "First in Service" by our clients. Alpha is known for responsiveness, accurate and reliable data collection, and consistent recommendations - all provided as agreed. Let the success of your next project start with us!

Alpha is a registered Texas engineering firm (# 813) and a Texas geoscience firm (#50341), meets the requirements of ASTM E-329, is AASHTO R-18 accredited, and has engineers licensed in multiple states. Alpha currently employs over 275 people.

Alpha recognizes that our client base faces challenges at every turn, either meeting a deadline, meeting a budget, or overcoming a field or design challenge. It is our internal challenge to make your challenges ours. Tell us what you need, we will take ownership, ask the needed questions, then be responsive in execution.

BUSINESS LOCATIONS

1. Dallas Office – Corporate

2209 Wisconsin St., Suite 100, Dallas, Texas 75229

(V) 972-620-8911 (F) 972-620-1302

Brian Powell, PE, President: bpowell@alphatesting.com

Ken Combs, Vice President: kcombs@alphatesting.com

2. Fort Worth Office

5058 Brush Creek Rd. Fort Worth, TX 76119

(V) 817-496-5600 (F) 817-496-5608

Tim Begole, CET, CMT Manager: tbegole@alphatesting.com

Brian Hoyt, PE, Geotechnical Manager: bhoyt@alphatesting.com

3. San Antonio Office

12778 O'Connor Rd. San Antonio, TX 78233

(V) 210-249-2100 (F) 210-249-2101

Adam Heiman, PE, Geotechnical Dept. Manager: aheiman@alphatesting.com

4. Houston Office

15811 Tuckerton Rd. Houston, TX 77095

(V) 713-360-0460 (F) 713-360-0481

Roy Saravanathiiban: rSaravanathiiban@alphatesting.com

Joseph Culley, SET, Regional Manager: jculley@alphatesting.com

Quality Control

All testing equipment in Alpha's laboratories is calibrated on an annual basis using traceable standards (NIST or NSTL). Calibrations are confirmed by CCRL and AASHTO on a bi-annual basis during third-party inspections. Along with calibration of equipment, Alpha also maintains an internal QA/QC program to assure consistent and reliable test results. This program pertains to methodologies for performing tests that have been developed and expanded through years of experience. Alpha's Houston office is A2LA accredited and a qualified to perform special inspections in the City of Houston.



PROJECT INFORMATION

It is our understanding that new parking lots are to be constructed in La Porte, Texas. **In this cost estimate, we are providing our estimate of the testing anticipated based on our understanding of the project information provided in the contract documents: civil plans dated: 6/7/2023.**

During the time of this cost estimate no construction schedule was available for estimating purposes. The construction schedule is a critical item in determining a precise cost estimate for construction materials testing. In lieu of a defined construction schedule Alpha Testing will estimate the project based comparable project production rates and typical industry standards. We will finalize our proposal once a construction schedule becomes available.

SITE PREPARATION, FILLING, BACKFILLING

Based on our understanding of the information provided for this project, field density testing is required on the subgrade and fill materials placed. It is estimated that an engineering technician could be required on-site for about 62 hours to perform field density tests. In addition, the technician could obtain approximately 2 soil samples for laboratory proctor analysis.

UTILITIES

Based on our understanding of the information provided, field density testing is required on the backfill material placed. We have estimated that approximately 1,235 linear feet of storm drains would be excavated and installed. We have estimated that our engineering technician could be required on-site for approximately 24 hours to perform field density tests. In addition the technician could obtain approximately 2 soil sample for laboratory proctor analysis.

MECHANICAL LIME STABILIZATION

Based on the information provided, that approximately 61,280 square feet of subgrade would be mechanically lime stabilized. We have estimated that our engineering technician could be required on-site for about 8 hours to perform density tests and field gradations. In addition, the technician could obtain approximately 2 soil sample for laboratory proctor analysis.

CONCRETE TESTING

Based on information provided, it is our understanding, approximately 1,400 cubic yards of concrete will be placed. It is estimated that an engineering technician could be required on-site for an estimated 50 hours to mold approximately 64 test cylinders.



SCOPE OF SERVICES

SITE PREPARATION, FILLING, BACKFILLING

Paving: 1 FDT each 5,000 square feet and 6 inch lift

Atterberg Limit Test: 1 sample to be obtained every 10,000 square feet per 6 inch lift

All areas supporting slab foundations, flatwork, pavement or areas to receive new fill should be properly proofrolled, compacted and tested.

UTILITIES

1 FDT each 300 linear feet per 6 inch lift

Trench backfill: 1 density test for every 100 linear feet each 6 inch lift.

Trench backfill for utilities should be properly placed and compacted in accordance with requirements of local City standards

Note: This cost estimate excludes testing of individual service lines. Should these items require testing, this cost estimate could be revised upon request.

MECHANICAL LIME STABILIZATION

Lime Treated Subgrade: 1 density test for every 5,000 square feet.

Atterberg Limit Test: 1 sample to be obtained for each site visit

CONCRETE TESTING

Paving: 1 set of 4 test cylinders every 100 cubic yards.



ESTIMATED TESTING SCHEDULE

The following is our estimate of the number, type and cost of anticipated construction materials testing for the project referenced previously. This estimate of the expected testing was developed based on project plans and information as provided by the client. It should be recognized that variations in construction schedules, weather, amount of re-testing, additional testing requested by our client, etc., could result in differences between the actual and estimated testing costs. Although efforts will be made to maintain the testing costs within the estimated amount, charges will be computed based on actual services rendered.

Testing services proposed herein do not include full-time personnel on-site nor any form of project supervision. It is our understanding that testing will be scheduled by the client or his designated representative, and ALPHA TESTING, LLC. does not assume the responsibility for assuring all required tests are performed. If desired, ALPHA could monitor testing frequencies and locations during the progress of the work to assure the required testing is performed, at an additional cost.

I. Site Preparation, Filling, Back Filling

Description	Est. Qty	Unit Rate	Est. Total
Density Testing /Hour	56.00	\$52.00	\$2,912.00
Density Testing (ot) /Hour	6.00	\$78.00	\$468.00
Proof Rolling Observation/Hour	12.00	\$52.00	\$624.00
Material Pickup/Hour	4.00	\$52.00	\$208.00
Nuclear Density Gauge/Trip	10.00	\$100.00	\$1,000.00
Proctor #/Each	2.00	\$250.00	\$500.00
Atterberg Limit Test/Each	2.00	\$85.00	\$170.00
-200 Sieve/Each	2.00	\$85.00	\$170.00
Vehicle Trip Charge/Trip	11.00	\$100.00	\$1,100.00
Engineering Report Review/Hour	2.00	\$120.00	\$240.00
Subtotal			\$7,392.00

II. Utilities

Description	Est. Qty	Unit Rate	Est. Total
Density Testing /Hour	24.00	\$52.00	\$1,248.00
Density Testing (ot) /Hour	3.00	\$78.00	\$234.00
Material Pickup/Hour	4.00	\$52.00	\$208.00
Nuclear Density Gauge/Trip	3.00	\$100.00	\$300.00
Proctor #/Each	2.00	\$250.00	\$500.00
Atterberg Limit Test/Each	2.00	\$85.00	\$170.00
-200 Sieve/Each	2.00	\$85.00	\$170.00
Compressive Strength of Stabilized Sand/Each	1.00	\$240.00	\$240.00
Vehicle Trip Charge/Trip	4.00	\$100.00	\$400.00
Engineering Report Review/Hour	1.00	\$120.00	\$120.00
Subtotal			\$3,590.00



III. Mechanical Lime Stabilization

Description	Est. Qty	Unit Rate	Est. Total
Density Testing /Hour	8.00	\$52.00	\$416.00
Field Gradations/Hour	4.00	\$52.00	\$208.00
Material Pickup/Hour	4.00	\$52.00	\$208.00
Nuclear Density Gauge/Trip	3.00	\$100.00	\$300.00
Proctor #/Each	2.00	\$250.00	\$500.00
Atterberg Limit Test/Each	7.00	\$85.00	\$595.00
-200 Sieve/Each	2.00	\$85.00	\$170.00
Vehicle Trip Charge/Trip	4.00	\$100.00	\$400.00
Engineering Report Review/Hour	1.00	\$120.00	\$120.00
Subtotal			\$2,917.00

IV. Concrete Testing

Description	Est. Qty	Unit Rate	Est. Total
Concrete-Testing/Hour	42.00	\$52.00	\$2,184.00
Reinforcing Steel Observation/Hour	4.00	\$52.00	\$208.00
Cylinder Pickup/Hour	4.00	\$52.00	\$208.00
Concrete Comp. Test/Each	64.00	\$22.00	\$1,408.00
Cores/Each	8.00	\$125.00	\$1,000.00
Core Holes Patched/Each	8.00	\$25.00	\$200.00
Vehicle Trip Charge/Trip	7.00	\$100.00	\$700.00
Engineering Report Review/Hour	1.00	\$120.00	\$120.00
Subtotal			\$6,028.00

Grand Total: **\$19,927.00**

*Should ALPHA TESTING, LLC. be awarded the testing for the above referenced project, it is requested that a complete set of approved plans and specifications be forwarded to this office along with the signed authorization to proceed.

CMT
ACCEPTANCE FORM

Date: July 24, 2023 Alpha Cost Estimate No: 98796-22-52H
Project Name: PECAN PARK PARKING LOT
Project City: UPGRADE (PRELIMINARY) CMT Estimate \$19,927.00
La Porte, Texas

*** Highlighted Areas Must Be Filled Out ***

CLIENT:_____	ATTN:_____
ADDRESS:_____	EMAIL:_____
CITY/STATE/ZIP:_____	PHONE/FAX:_____
OWNER OF PROPERTY:_____	
ADDRESS:_____	CITY/STATE/ZIP:_____/_____/_____
PROJECT LEGAL DESCRIPTION:_____	
PROJECT COUNTY:_____	

The undersigned hereby accepts all the Terms and Conditions set forth in this cost estimate and warrants that he/she has full authority to bind the Client. Payment Terms: Net Within 30 days in Houston, Texas. No reports will be issued until we have a signed contract, purchase order or Letter of Authorization to proceed in our office. Signed contract, purchase order or Letter of Authorization to proceed must be received within 3 days of commencement of services or work stoppage will commence on the 4th day and continue until signed authorization is received in our office.

For projects with new clients under \$1,000.00, written authorization must be received prior to the start of work and payments must be received before any reports are issued. Service for welding certifications and ferrosan work must be paid prior to work or upon arrival to the site to perform the work.

Non-Solicitation Agreement: The undersigned shall not, directly or indirectly, solicit for employment, or advise or recommend to any other person that they solicit for employment, any employee of Alpha Testing, LLC.

Cost Estimate ACCEPTED BY: _____

Signature

Title

Date

Accounts Payable Contact:

Name:_____ Phone:_____ Email:_____

Please indicate in the space provided authorized field personnel, along with pager or mobile numbers, who may sign our Field Technicians time ticket upon completion of our daily work:_____

If no names are provided it will be understood no authorized field representative signature is required.

REPORTS WILL BE PROVIDED TO THE CLIENT VIA THE INTERNET

Please provide a personal password for this project (up to 15 characters): _____ Please provide a valid email address: _____. You will be contacted by email and given your Project ID number to use for login access to the Alpha website, www.alphatesting.com, to retrieve your reports. You can directly print any individual report or all reports within a range of dates you specify.

REPORT DISTRIBUTION

Firm

Contact Name

Email

REMARKS

Services and fees not listed above will be quoted on request.

Invoices will be submitted monthly for services performed. Payment will be due in Houston within thirty (30) days of receipt of invoice. Interest will be added to delinquent accounts at a rate of 1.5 percent for each month of delinquency.

Payment of the invoice is not contingent on Client's agreement or acceptance of ALPHA's test result or findings. If CLIENT objects to any portion of an invoice or report, it shall notify ALPHA in writing within ten (10) days from the date of actual receipt of the invoice of the amount and nature of the dispute, and shall timely pay undisputed portions of the invoice.

The above unit prices are applicable for one year from the date of this letter and are subject to change without notice thereafter.

Next day results for Standard Proctor Tests will be charged at 1.5 times the standard unit prices.

The prices above include electronic copies of the report distributed in accordance with client's instructions. Additional physical copies will be billed at a rate of \$.25 per sheet.

All field services are charged portal-to-portal, minimum charge of 4 hours per trip applies to all field work.

All reports are available on line.

Dispatch schedule hours are Monday-Friday from 7:00 am to 5:00 pm. The dispatcher telephone number is 713-360-0462. All calls made after 5:00 pm, Monday-Friday will be recorded on voice mail and addressed by 7:00 am the next working day. Please make sure to schedule work in a timely manner (a minimum of 24 hours in advance) if you want ALPHA to guarantee a technician on site at the desired time.

Cancellations will be invoiced for portal to portal times as well as time spent on site awaiting determination of cancellation. When field density testing is the scheduled work, the client will also be invoiced for a minimum half day gauge charge.

Services performed outside a 40 mile radius of this area will be charged mileage of \$.55 a mile.

Overtime rates will be applicable for services performed in excess of 8 hours per day and on Saturdays and Sundays. Services performed on holidays will be billed at 2.0 times the regular hourly rate.

Waiver of Subrogation - If a Waiver of Subrogation is required by your company, there will be a fee applied to your first invoice. The fee will be a minimum of \$300.00 charge or 1% of contract price plus \$50.00, whichever is greater.

ALPHA TESTING, LLC. provides no warranty, either expressed or implied, that the testing provided under this contract satisfies all requirements of the plans and specifications for the project, applicable City specifications or other governing bodies that may have jurisdiction over the project.

No reports will be issued until we have a signed contract, purchase order or Letter of Authorization to proceed in our office. Signed contract, purchase order or Letter of Authorization to proceed must be received within 3 days of commencement of services or work stoppage will commence on the 4th day and continue until signed authorization is received in our office.

For projects with new clients under \$1,000.00 written authorization must be received prior to the start of work and payments must be received before any reports are issued. Service for welding certifications and ferroskan work must be paid prior to work or upon arrival to site to perform the work.

PLEASE NOTE: In keeping OSHA Safety regulation, ALPHA TESTING, LLC. employees will not enter a trench to test that is not in compliance with current OSHA regulations. Delays or cancellations caused by waiting for trench(s) to be brought into compliance will be invoiced on an hourly basis.



"EXHIBIT A"

Terms and Conditions

Section 1: The Agreement

The Agreement between the parties, which shall describe and govern CLIENT's engagement of ALPHA TESTING, LLC. ("ALPHA") to provide services ("Services") in connection with the project ("Project") identified in the cost estimate ("cost estimate"), consists of the cost estimate, these General Terms and Conditions ("Terms"), ALPHA's fee schedule, and any exhibits or attachments referenced in any of these documents. Together these elements constitute the entire agreement between the parties, superseding any and all prior negotiations, correspondence, or agreements, either written or oral, with respect to the subject matter of this engagement. This Agreement may only be modified by mutual signed, written agreement. In the event of a conflict between these Terms and the cost estimate or exhibits, the following order of precedence shall prevail: (i) These Terms, (ii) the cost estimate, and (iii) any exhibits or attachments referenced in the foregoing.

Section 2: Standard of Care

The Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of ALPHA's profession currently practicing under similar conditions and in the same locality as the Project (the "Limited Warranty"). Interpretations and recommendations by ALPHA will be based solely on information discovered by, or made available to, ALPHA during the course of the engagement. In connection with such information, CLIENT recognizes that subsurface conditions across the site may vary from those observed at test locations, including but not limited to locations where density tests and concrete tests, borings, surveys, or explorations are made, and that site conditions may change over time. ALPHA shall not be responsible for the use or interpretation of such information by non-parties to this Agreement nor shall ALPHA be responsible for changed site conditions or for subsurface conditions at locations where testing, borings, surveys, or explorations are not made.

If Client provides ALPHA's report to any third Party, Client shall make such third party aware of this limitation of liability, and shall defend, indemnify, and hold ALPHA harmless from any action against ALPHA by such third party.

EXCEPT FOR THE LIMITED WARRANTY, ALPHA MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SERVICES, AND EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES; INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF GOOD AND WORKMANLIKE PERFORMANCE AND OF FITNESS FOR A PARTICULAR PURPOSE.

Section 3: Site Access and Conditions

CLIENT shall grant to, or obtain for, ALPHA unimpeded access to the Project site for all equipment and personnel necessary for the performance of the Services, and access necessary for ALPHA's personnel to photograph the Project site. As required to effectuate such access, CLIENT shall notify all owners, lessees, contractors, subcontractors, and other possessors of the Project site that ALPHA must be allowed free access to the site. CLIENT understands that, in the normal course of performing the Services, some damage, including but not limited to injury to vegetation, rutting, and cracking of concrete, may occur as a result of ALPHA's performance of the Services, and further agrees that ALPHA is not responsible for the correction of any such damage caused by ALPHA unless so specified in the cost estimate.



CLIENT is responsible for the accuracy of locations for all subterranean structures and utilities, and CLIENT waives any claim against ALPHA, and shall defend (with counsel acceptable to ALPHA), indemnify, and hold ALPHA harmless from any claim or liability for injury, damages, or loss by any party, including costs of defense and attorneys' fees, arising from damage caused as a result of subterranean structures and utilities not being properly identified or accurately located by CLIENT. In addition, and without limiting the foregoing, CLIENT shall compensate ALPHA for any consequential damages resulting from any such claim, including without limitation time spent or expenses incurred by ALPHA in defense of any such claim, with such compensation to be based upon ALPHA's prevailing fee schedule and expense reimbursement policy.

Section 4: CLIENT's Responsibility and Project Understanding

CLIENT shall make available to ALPHA all information in its possession or subject to its control regarding existing and proposed conditions at the site. Such information shall include, but not be limited to, plot plans, topographic surveys, hydrographic data, and previous soil data, including borings, field and laboratory tests, and written reports. CLIENT shall immediately, but in no event later than twenty-four (24) hours after its receipt, transmit to ALPHA any new information concerning site conditions that becomes available, and any change in plans or specifications concerning the Project to the extent such information may affect ALPHA's performance of the Services. CLIENT shall, upon 24 hours oral or written notice, provide a representative at the job site to supervise and coordinate the Services.

Additional responsibilities of the CLIENT include: review of ALPHA's work for overall coordination with the work of other consultants, including any architects and engineers; with reasonable promptness, but in no event later than __ hours, provide all available information regarding requirements for ALPHA's work; upon request by ALPHA, the CLIENT shall furnish the services of other reasonably required consultants, including surveys, testing laboratory, etc.; prepare and assemble specifications for the General Conditions and Supplementary Conditions and all architectural components of the project, and coordinate assembly of ALPHA's specification sections into a proper format; notify ALPHA immediately if the Client, any architect, or any engineer becomes aware of any fault or claimed deficiency with ALPHA's work, or nonconformance with the Contract Documents and provide ALPHA a reasonable opportunity to cure any such deficiency or nonconformance; confer with ALPHA before issuing interpretations or

clarifications of the documents prepared by ALPHA; forward to ALPHA for review and recommendation all construction phase submittals that pertain to ALPHA's work; and advise ALPHA of the identity and scope of services of other consultants participating in the project.

ALPHA shall not be liable for any inaccurate information furnished by CLIENT, and CLIENT shall defend (with counsel acceptable to ALPHA) indemnify and hold ALPHA harmless against any claims, demands or liability, including costs of defense and attorneys' fees, arising out of, related to, or contributed to by such inaccurate information. CLIENT waives any claim it might have against ALPHA for damages arising out its failure to timely provide accurate information or its failure to timely provide new, changed, or additional information, as set forth in the preceding paragraph, and further agrees to indemnify and hold harmless ALPHA from any claim or liability resulting from CLIENT's failure to timely provide such new, changed, or additional information.

Section 5: Project Change

In the event CLIENT, the Project owner, Architect, Structural/Civil Engineer or other party makes any changes in the plans and specifications, CLIENT agrees to defend and hold ALPHA harmless from any liability arising out of such changes, and CLIENT assumes full responsibility for any liabilities arising out of such changes unless CLIENT has given ALPHA prior written notice of such changes and has received from ALPHA written consent for such changes.



Section 6. Confidentiality

All data, forms, software, or any other materials developed by ALPHA pursuant to the performance of Services under this Agreement, or supplied to or obtained by ALPHA from CLIENT, or generated by ALPHA or its subcontractors is confidential (the "Confidential Material") and will be afforded Confidential Treatment by ALPHA, its employees, agents, affiliates, and subcontractors. Proprietary concepts and systems of ALPHA, and ideas developed by ALPHA during the performance of the Services, shall remain the sole property of ALPHA ("Alpha Intellectual Property"). Confidential Treatment includes the following: (i) The Confidential Material will be available only to employees of ALPHA; and (ii) Confidential Material will not be disclosed to any third party without the prior authorization of CLIENT. Upon completion of the Services or other termination of this Agreement, any Confidential Material retained by ALPHA not previously provided to third parties pursuant to Client authorization shall be retained by ALPHA for a period of at least 60 days, during which time period, such Confidential Material will be returned to CLIENT upon request by CLIENT.

After this time period, ALPHA shall have the right, but not the obligation, to destroy such Confidential Material, thus terminating its confidentiality obligations. If Confidential Material is retained by ALPHA past such time period, the obligations stated in this Section 5 shall survive until the earliest of the following occur: (i) Confidential Material has become available to the general public through no fault of ALPHA; or (ii) Confidential Material is received by ALPHA from others who are in lawful possession of such and who by such disclosure are not breaching any obligation to CLIENT.

Notwithstanding the foregoing, any confidential information supplied by ALPHA to CLIENT, as well as any ALPHA Intellectual Property (collectively, "ALPHA Confidential Information"), embody proprietary technology and valuable trade secrets of ALPHA, which are vital to the business of ALPHA, and whose value depends upon them not being generally known. CLIENT shall hold the ALPHA Confidential Information in strict confidence and take all necessary steps to ensure that access to any portion of the ALPHA Confidential Information is not provided to any person or entity other than CLIENT without the express written permission of ALPHA. CLIENT expressly agrees that if the ALPHA Confidential Information is improperly disclosed ALPHA will be irreparably damaged. In such event, ALPHA shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies, including injunctive relief, with respect any breach(es) of this Agreement, in addition to any other remedies available at law or in equity.

In addition, CLIENT's officers, directors, employees and affiliates will protect the confidentiality of the ALPHA Confidential Information with the same degree of care as CLIENT affords its own confidential information (but in no event less than the degree of care that would be taken by a reasonable person), and shall not disclose such information to any third party; provided, however, that the foregoing shall not apply to information that (a) is now or hereafter becomes publicly known due to no fault of CLIENT or (b) is disclosed to CLIENT by a third party without any breach of an obligation of confidentiality.



Section 7. Sample Disposal

Samples of soil, rock, water, waste or other materials contaminated by hazardous substances, including asbestos, obtained from the project site are and remain the property of the CLIENT. ALPHA shall retain such samples for no longer than thirty (30) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. It is CLIENT's responsibility to select and arrange for lawful disposal procedures which encompass removing the contaminated samples from ALPHA's custody and transporting them to a suitable disposal site. Accordingly, unless CLIENT indicates otherwise within the thirty (30) day period referenced above, CLIENT hereby instructs ALPHA to make arrangements, as CLIENT's agent and at CLIENT'S cost, for proper transportation and disposal of contaminated samples with appropriate licensed parties. Due to the risks which ALPHA may be exposed to during transportation and disposal of contaminated samples, CLIENT waives any claim against ALPHA, and shall defend, indemnify and hold ALPHA harmless from any

claim or liability for injury or loss, including costs of defense and attorneys' fees, arising from ALPHA's service as CLIENT's agent in arranging for proper transportation and disposal of contaminated samples. There are extra costs involved in this disposal by ALPHA of samples contaminated with highly toxic and/or hazardous substances (i.e. PCBs, Dioxins, Cyanide, Pesticides, etc.). In this case, the CLIENT shall pre-pay all transportation and disposal costs or ALPHA will return the samples to the project site for proper disposal by the Client.

Section 8. Construction Monitoring

ALPHA shall have no authority to reject or terminate the work of any agent or contractor of CLIENT. No action, statements, or communications of ALPHA, or ALPHA's site representative, can be construed as modifying any agreement between CLIENT and others. ALPHA's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by CLIENT to provide construction related services. Neither the professional activities of ALPHA, nor the presence of ALPHA or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon ALPHA any responsibility for methods or quality of work performance, sequencing of construction, or safety conditions at the Project site. CLIENT acknowledges that CLIENT or its general contractor is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in the Project owner's agreement with the general contractor. CLIENT shall make ALPHA an additional insured under any general contractor's general liability insurance policy.

In the event ALPHA expressly assumes any health or safety responsibilities for hazardous materials or other items as further set forth in this Agreement, the acceptance of such responsibility shall not be deemed acceptance of responsibility for any other health or safety requirements, including but not limited to those responsibilities or requirements relating to excavation, trenching, drilling or back filling.

Section 9. Ownership of Documents

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by ALPHA in connection with this engagement, shall remain the property of ALPHA. CLIENT agrees that all reports and other material(s) furnished by ALPHA to CLIENT, or to CLIENT's agents, for which CLIENT has not paid will be returned to ALPHA upon demand and will not be used by CLIENT or others for any purpose whatsoever. Unless otherwise required by law, ALPHA will retain all pertinent records relating to the Services performed for a period not exceeding five years following submission of any report, as referred to herein, during which period the records will be made available to CLIENT at all reasonable times. After such five year period, ALPHA shall have the right, but not the obligation, to, in its sole discretion, destroy any or all of such documents.



Section 10. Termination

This Agreement may be terminated without cause by either party upon ten (10) days' written notice by the terminating party. This Agreement may also be terminated for cause by the non-defaulting party if, after seven (7) days after written notice of a default in the performance of any material provision of this Agreement, the defaulting party fails to cure or correct such default. In the event of termination, ALPHA will be paid for services performed through the date of termination, plus reasonable termination expenses, including the cost of completing analysis, records, and reports necessary to document job status at the time of termination.

Section 11. Risk Allocation and Limitation of Liability

The parties acknowledge that a variety of risks potentially affect ALPHA by virtue of entering into an agreement to perform the Services. The parties further acknowledge and agree that there is no disparity in bargaining power between the parties. **IN ORDER FOR CLIENT TO OBTAIN THE BENEFIT OF A LOWER FEE THAN WOULD OTHERWISE BE AVAILABLE, CLIENT AGREES TO LIMIT ALPHA'S LIABILITY TO CLIENT, AND TO ALL OTHER PARTIES, FOR CLAIMS ARISING OUT OF ALPHA'S PERFORMANCE AND THE SERVICES. THE TOTAL AGGREGATE LIABILITY OF ALPHA SHALL NOT EXCEED THE TOTAL FEE FOR THE SERVICES RENDERED ON THE PROJECT, OR \$20,000, WHICHEVER IS LOWER, FOR ANY LIABILITIES, INCLUDING BUT NOT LIMITED TO NEGLIGENT PROFESSIONAL ACTS OR ERRORS OR OMISSIONS, AND CLIENT AGREES TO INDEMNIFY ALPHA FOR ALL LIABILITIES IN EXCESS OF THE MONETARY LIMITS ESTABLISHED.**

Client agrees that in no instance shall ALPHA be responsible, in total or in part, for the errors or omissions of any other professional, contractor, subcontractor or any other third party. Client also agrees that ALPHA shall not be responsible for the means, methods, procedures, performance, quality or safety of the construction contractors or subcontractors, or for their errors or omissions.

Section 12. Discovery of Unanticipated Hazardous Materials

CLIENT warrants that it has made reasonable efforts to inform ALPHA of known or suspected hazardous materials on or near the Project site. The parties acknowledge that hazardous materials may exist at a site even if there is no reason to believe they are present. ALPHA and CLIENT agree that the discovery of such unanticipated hazardous materials constitutes a changed condition that shall require either a re-negotiation of the scope of ALPHA's Services or termination of this Agreement without cause. CLIENT recognizes that the discovery of hazardous materials may necessitate immediate protective measures to safeguard the public health and safety and shall compensate ALPHA for measures that, in ALPHA's professional opinion, are necessary and justified to preserve and protect the health and safety of site personnel and the public. CLIENT also shall compensate ALPHA for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

ALPHA shall notify CLIENT as soon as practicable should unexpected hazardous materials be encountered at the site that pose a threat to human health, safety and the environment. CLIENT agrees that, in the event of the discovery of hazardous materials at the site, it shall report such discovery to the proper authorities as required by Federal, State, and local regulations. CLIENT agrees to make the required report at the recommendation of ALPHA, or, if unable to do so, authorizes ALPHA to make such report. CLIENT shall also inform the Project site owner in the event that hazardous materials are encountered at the site.

Notwithstanding any other provision of the agreement, CLIENT waives any claim against ALPHA, and to the maximum extent permitted by law, agrees to defend, indemnify, and save ALPHA harmless from any claim, liability and/or defense costs for injury or loss arising from the presence of hazardous materials on the project site, including any costs created by delay of the project and any costs associated with possible reduction of the property's value. CLIENT is responsible for ultimate disposal of any samples secured by ALPHA which are found to be contaminated, at CLIENT's cost.



Section 13. Ground Water Contamination

CLIENT acknowledges that it is impossible for ALPHA to know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. As a result, there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although ALPHA will take reasonable precautions to avoid such an occurrence, CLIENT waives any claim against ALPHA for, and shall defend, indemnify and hold ALPHA harmless from, any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, testing or monitoring well installation. CLIENT shall also adequately compensate ALPHA for any time spent and expenses incurred in defense of any such claim.

Section 14. Insurance

No insurance carried by ALPHA shall be deemed to limit in any way the responsibility of any contractor or subcontractor for damages resulting from their services in connection with the Project. CLIENT shall include, or cause to be included, in the Project's construction contract such requirements for insurance coverage and performance bonds to be secured and maintained by the Project contractor as CLIENT deems adequate to insure and indemnify CLIENT and ALPHA against claims for damages, and to insure compliance of work performance and materials with Project requirements.

Section 15. Indemnity

ALPHA and the Client shall each indemnify the other against claims for bodily injury or damage to tangible property resulting from: (a) negligent error, omission or act of the indemnitor or the indemnitor's officers, servants, employees or subconsultants in the performance of the work hereunder; or (b) negligent failure of the indemnitor or the indemnitor's officers, servants, employees or subconsultants to comply with laws or regulations; or (c) negligent failure of the indemnitor to perform under any contract with any other party, its officers, servants, employees, subconsultants or clients. This indemnity obligation shall survive performance of the services hereunder.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, ALPHA WILL NOT INDEMNIFY CLIENT FOR ITS OWN NEGLIGENCE.

Section 16. Invoices and Payment Terms

In consideration for the performance of the Services, ALPHA shall be paid an amount and according to terms set forth in the cost estimate ("Project Cost"); however, if payment terms are not listed in the cost estimate, payment for Services shall be payable within thirty (30) days of ALPHA's invoice date (the "Payment Due Date"). All payments must be paid by the Payment Due Date, and shall not be contingent upon CLIENT's receipt of separate payment, financing or closing on the project property, or other conditions whatsoever. If CLIENT objects to any portion of an invoice, it shall notify ALPHA in writing within ten (10) days from the date of actual receipt of the invoice of the amount and nature of the dispute, and shall timely pay undisputed portions of the invoice. Past due invoices and any sums improperly withheld by CLIENT shall accrue interest thereon at the rate of one percent (1%) per month, or the maximum rate allowed by law, whichever is lower.

CLIENT agrees to pay all costs and expenses, including reasonable attorney's fees and costs, incurred by ALPHA should collection proceedings be necessary to collect on Client's overdue account. Unless the cost estimate specifies the Project Cost as not-to-exceed or lump sum, CLIENT agrees that cost estimates and schedules are based upon ALPHA's best judgment of Site conditions and other requirements at the time of cost estimate and should be used by CLIENT for planning purposes only. ALPHA will endeavor to perform the Services within the estimates but will notify CLIENT if estimates are likely to be exceeded. In the event of changed site conditions or other conditions requiring additional time, CLIENT agrees to pay the reasonable and necessary increases resulting from such additional time.

Unless otherwise specified in the cost estimate, CLIENT will be solely responsible for all applicable federal, state or local duty, import, sales, use, business, occupation, gross receipts or similar tax on the Services, and for any applicable duty, import sales, uses, business, occupation, gross receipts or tax and shipping charges relating to equipment and repair parts furnished in connection with the Services. In the event ALPHA is required to respond to any subpoena or provide testimony (as a fact or expert witness) related to the Services, CLIENT shall pay ALPHA for time and expenses in accordance with ALPHA's then current fee schedule.

Section 17. Non-Solicitation

During ALPHA's performance on the Project and for a period of one (1) year after the Project is completed or otherwise terminated for any reason, CLIENT shall not, directly or indirectly, individually or on behalf of any other person, firm, partnership, corporation, or business entity of any type: (i) solicit, assist or in any way encourage any current employee, contractor or consultant of ALPHA to terminate his or her employment relationship or consulting relationship with or for ALPHA, nor will CLIENT solicit the services of any former employee or consultant of ALPHA whose service has been terminated for less than six (6) months, or (ii) solicit to the detriment of ALPHA and/or for the benefit of any competitor of ALPHA, take away or attempt to take away, in whole or in part, any customer of ALPHA or otherwise interfere with the ALPHA's relationship with any of its customers.

CLIENT understands and acknowledges that ALPHA's employees, contractors and consultants are a valuable resource to ALPHA, and often these persons hold confidential and or trade secret information of ALPHA's, including proprietary technology and valuable trade secrets of ALPHA, which are vital to the business of ALPHA and whose value depends upon them not being generally known. CLIENT expressly agrees that, if ALPHA's employees, contractors, and consultants are solicited in contravention of this Non-Solicitation provision, that ALPHA will be irreparably damaged. In such event, ALPHA shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect any breach(es) of this Agreement, including injunctive relief, in addition to any other remedies available at law or in equity.

Section 18. Resolution of Disputes

All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, CLIENT and ALPHA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by CLIENT and ALPHA within ten (10) calendar days, a mediator shall be chosen as specified in the Construction Industry Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.



Any disputes or controversies not resolved or settled by the parties hereto shall be submitted to arbitration. Demand for arbitration shall be made by either party within ten (10) calendar days following termination of mediation. The date of termination of mediation shall be the date of written notice of closing mediation proceedings issued by the mediator to each of the parties. Demand for arbitration shall be made by filing notice of demand, in writing, with the other party and with the American Arbitration Association, under its Construction Industry Rules. The award rendered, if any, by the arbitrator(s) shall be final and binding on both parties and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. Notwithstanding any other provisions of this Section, in no event shall a demand for mediation or arbitration be made more than two (2) years from the date of the party making demand knew or should have known of the dispute or five (5) years from the date of substantial completion of ALPHA's Services, whichever date shall occur earlier.

All mediation or arbitration shall take place in Dallas County, Texas, unless CLIENT and ALPHA agree otherwise. The fees of the mediator and/or arbitrator(s), the mediation and/or arbitration filing and proceeding fees, and other costs associated with the mediator or arbitrator(s) shall be apportioned equally between the parties, subject to, in the case of arbitration, to adjustment by the arbitrator(s) as part of the award. The prevailing party in any arbitration proceeding shall be entitled to recovery of its reasonable attorneys' fees from the non-prevailing party, as determined by the arbitrator(s).

Section 19. Governing Law and Survival

The validity of this Agreement, these terms, their interpretation and performance shall be governed by and construed and enforced in accordance with the laws of the State of Texas without regard to its conflict of laws rules or similar principles which would refer to and apply the substantive laws of another jurisdiction, and applicable international conventions and treaties. The parties hereto hereby consent and agree that venue of any arbitration action shall lie exclusively in Dallas County, Texas, and the parties hereby consent to the exclusive jurisdiction of the state courts located in Dallas County, Texas to hear and determine any claims, disputes, or award between the parties arising out of such arbitration, or for any matter found to not arise under the parties' arbitration agreement. The parties hereto expressly submit and consent in advance to such jurisdiction and hereby waive any objection to such jurisdiction. If any of the provisions contained in this agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: August 28, 2023

Requested By: Doug Ditrich, Chief of Police

Department: Police

☒ Report ☐ Resolution ☐ Ordinance

Exhibits: Interlocal Agreement – Proposed
Example of New Cost Matrix
Interlocal Agreement Proposed w/ Changes
Interlocal Agreement 2013

Appropriation

Source of Funds: _____

Account Number: _____

Amount Budgeted: _____

Amount Requested: _____

Budgeted Item: ☐ Yes ☒ No

SUMMARY & RECOMMENDATION

The City of League City hosts a public safety software system, which it shares with several other area public safety agencies. The City of La Porte has been a part of this system since 2009. The system provides the infrastructure and primary software needed to operate a comprehensive computer-aided dispatch, records management, and mobile computer system that serves the needs of police, fire, EMS, and emergency management components for each of the participating cities.

There are currently seventeen (17) agencies that participate in the League City Consortium, commonly referred to as the Gulf Region Information and Dispatch system, or GRID. Last year, Council approved a transition from our current software system to Motorola, which will be utilized by all GRID participating agencies. The software change requires a new agreement for all cities participating in the GRID. The new agreement closely resembles our previous agreement with the notable exceptions: there are several instances referencing the name change to Motorola, all seventeen (17) agencies currently in the GRID are identified, the billing cycle has changed from fiscal to calendar year, and a section regarding system security has been added.

The new agreement will go into effect January 1, 2024, for a one-year term, with an automatic indefinite annual extension. The new agreement establishes a cost-sharing schedule based on the average of each participant city's calls for service, reports, bookings (arrests), and accidents. No changes to the cost sharing formula have been made. The schedule is updated annually based on the number of system participant cities and those cities' respective measures in the categories listed above. Costs are to be evaluated at the beginning of each fiscal year, with assessments requiring approval by each participant city's governing body.

For FY 2023, the City of La Porte's Consortium Fees were \$28,270.93. For FY 2024, we expect billing to remain consistent with FY 2023, as Motorola is not expected to be wholly implemented and "live" until late 2024. For FY 2025, League City has projected a substantial decrease in the cost to the City of La Porte and has estimated a fee of \$15,568.29.

The Police Department recommends that City Council authorize the City Manager to sign the Interlocal Agreement with League City for continued participation in the GRID.

STRATEGIC PLAN STRATEGY AND GOAL

5.0 Organizational Excellence

5.3 Establish communication channels with local jurisdictions.

- Interact with other agencies.

5.4 Establish and communicate emergency preparedness plan to better respond to dangerous events in the community and area.

- Develop relationships with industrial partners, other local governmental entities, and regulatory agencies.
-

ACTION REQUIRED BY CITY COUNCIL

Authorize the City Manager to execute an Interlocal Agreement between the City of La Porte and the City of League City for participation in the Gulf Coast Region Information and Dispatch system.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date

INTERLOCAL AGREEMENT FOR IMPLEMENTATION AND OPERATION OF
GRID SYSTEM

THIS AGREEMENT made this August 28, 2023, by the City of League City, Texas, and the City of La Porte, both being government entities and/or municipal corporations and/or a political subdivision within the State of Texas and collectively referred to herein as the "parties".

WITNESSETH:

WHEREAS, the government entities of League City, Port of Houston Authority, Morgans Point, Dickinson, Santa Fe, Sugar Land, Texas City, University of Texas Medical Branch Galveston, Seabrook, La Marque, Lakeview, Kemah, Alvin, Deer Park, La Porte, Nassau Bay, and Webster (the "GRID System agencies") desire to make efficient use of their respective powers, resources, authority and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby provide the facilities and efforts identified herein the manner that will best utilize existing resources, powers and authority available to each of them; and

WHEREAS, it is the purpose of the agreement to provide a means by which the parties may exercise their respective powers, privileges, and authority which they may separately, but which pursuant to this Agreement may exercise collectively; and

WHEREAS, the parties desire to establish and provide a computer-aided dispatch, records management, and mobile computer system, serving law enforcement, fire, EMS, and emergency communications for each of the agencies parties, hereinafter referred to as the Gulf Region Information and Dispatch (GRID) System.

WHEREAS, the parties have determined that a consolidated system will better utilize existing personnel and capital resources, increase the efficiency and effectiveness of public safety emergency responses, enhance public safety operations by standardizing equipment and records management systems, and will provide for shared costs of communications technology; and

WHEREAS, the parties have agreed that they should participate in the management and ownership of the GRID System in return for providing a proportionate share of the funding for recurring operation, maintenance, and future expansion of the GRID System; and

WHEREAS, the parties desire to enter into this Agreement to establish basic parameters for the implementation, operation, maintenance, and future expansion of the GRID System; and

WHEREAS, entering into this Agreement is in the best interest of the citizens of the Parties; and

NOW, THEREFORE, in consideration of the premises, mutual covenants, provisions, and representations contained herein, constituting good and valuable consideration, and pursuant to Texas Government Code 791 ("Interlocal Cooperation Act"), the parties hereto agree as follows:

I. PURPOSE:

The purpose of this Interlocal Agreement is to establish a computer-aided dispatch, records management, mobile computer system, and analytical reporting tools, herein referred to as the GRID System, serving law enforcement, fire, EMS, and emergency communications for each of the GRID agencies.

II. DURATION:

This Agreement shall remain in effect for one (1) year, commencing on January 1, 2024, and ending on December 31, 2024, and thereafter will automatically renew for successive one-year terms. However, nothing herein shall affect the right of a party to withdraw from this Agreement, as provided for in Section VII below.

III. ORGANIZATION:

The GRID System will be overseen by a Board of Directors comprised of the government entity's Chief of Police who participate on the GRID system ("the Board"). In the event a government entity enters or leaves the GRID System, the Police Chief of the law enforcement entity entering or leaving the system will be automatically deemed added or removed from the Board.

Day to day operations of the GRID System will remain the responsibility of individually appointed "Local Agency Systems Administrators" and "GRID Services Global System Administrators". The Systems Administrators for each party shall meet regularly in order to address any issues needing to be addressed relating to the GRID System. If issues cannot be resolved to the satisfaction of the Systems Administrator's group, the concerns shall be reduced to writing and submitted to the Board for resolution.

IV. FINANCIAL ADMINISTRATION

The parties hereby agree to provide financial support according to a schedule and formula set out in Schedule "A" attached hereto, which is hereby incorporated by reference into this agreement. The cost of software and hardware maintenance will be determined by annual projections from the vendors. In addition, the Board will consider and recommend a GRID system reserve assessment for future expenditures subject to the approval of governing bodies. All costs will be pro-rated between the agencies based on calls for service, reports, bookings, and accidents. In the event the City of League City shall allow another agency that is not a party to the GRID system to utilize the system, then the City of League City is responsible for those costs. Initial agency cost allocations are based upon the participation of all agencies listed in Schedule A. ***Should any agency choose not to participate; the costs will be reallocated proportionately to the other agencies.***

Regular GRID System fees shall be assessed at the start of each calendar year. For administration purposes, the GRID System shall operate on a calendar year from January 1, hereafter referred to as the "*Effective Date*", to December 31 of the same year. ***Such assessment shall be approved by majority vote of the governing bodies.***

- A. It shall be the responsibility of the Board to prepare budget projections for upcoming calendar years, including a detailed breakdown of estimated GRID System fees for each party agency, which shall be completed and distributed to all parties no later than March 1st of each year.
- B. The City of League City shall provide basic support for the GRID system through its General Fund for ongoing costs including support personnel, and other incidental operating expenses.
- C. The City of League City shall maintain the GRID system reserve fund for all assessments made for replacements or expansions of GRID system hardware and software.
- D. Year one payments for Schedule A assessments will be due 30 days after invoice.
- E. Expansion of the schedule matrix must be approved by a majority vote of the governing bodies of the participating jurisdictions.

V. ADMITTING ADDITIONAL AGENCIES:

Additional agencies may be admitted to the GRID System upon agreement of the Board. Board agreement shall be indicated by a majority vote of the Board. New agencies shall be required to meet the same terms and shall have the same responsibilities as existing parties. The Board may require new members to pay a fee of \$10,000.00 to join the GRID system. The fee will be deposited into the GRID system reserve fund. New agencies will be responsible for actual costs incurred in order to integrate them into the system.

VI. EQUIPMENT AND LICENSES:

The GRID System will use Motorola Solutions software. Each GRID System agency will be responsible for purchasing the hardware, software and licenses required to be used in their respective jurisdictions. Each GRID System agency will be required to maintain its own equipment and software and to pay an equitable share of the expense of maintaining the server(s) as set out on Schedule "A" attached. Each GRID System agency will have control of all hardware and software within its respective jurisdiction.

VII. WITHDRAWAL BY A PARTY:

Any party shall have the right to withdraw from the GRID System at any time upon giving ninety (90) days advance written notice to the City of League City. The withdrawing party shall have 12 months to copy its data, but not to delete, information and/or data residing on the GRID System Server that was contributed by the withdrawing agency. This shall be done at the sole expense of the withdrawing agency and the withdrawing agency shall not be entitled to recover any portion of their contribution to the GRID system reserve fund maintained by the City of League City.

Any agency of the GRID System may be expelled with cause, by a two-thirds vote of the Board. Prior to the initiation of action to expel an agency, the Board will notify the City Manager, or Chief Executive Officer, of the agency for whom expulsion is being considered of such pending action. The agency will be provided no less than thirty (30) days prior to the Board's decision to present reasons why expulsion for cause is not justified. Should the Board approve the expulsion of a party, the expelled party shall be considered "withdrawn" from the GRID System ninety (90) days from the date the Board votes to take such action. Once withdrawn, the agency shall have the same rights and responsibilities afforded those agencies voluntarily withdrawing from the GRID System.

VIII. COMPLIANCE WITH THE PUBLIC INFORMATION ACT:

Each party shall control the release of any information produced or belonging to that party which resides anywhere on the system, including, but not limited to, the server. Each agency will be required to sign a Shared Agency Agreement between the City of League City, the prospective agency, and Motorola Solutions.

IX. OPERATING RULES AND PROCEDURES:

In order to ensure consistency, all parties agree to follow the pattern, protocols and procedures established by the GRID System. Within this basic framework, the System Administrators shall, from time to time, adopt and implement such rules and procedures as it deems prudent for the further improvement and refinement of the system. The intention of this provision is to assure that the basic structure, workflow, security, and integrity of the system is preserved, while at the same time allowing the System Administrators to adopt necessary changes to enhance the system.

X. SYSTEM SECURITY:

- A. Global Administrator:** Staff members assigned to the League City Police Department's GRID Services unit will be assigned global system administrator rights and responsibilities. Global Administrators will ensure system integrity, Criminal Justice Information Services ("CJIS") security compliance, perform server administration, database administration, perform advanced system configuration maintenance, and work with local agency administrators to customize system configuration to meet agency expectations.
- B. Local Agency Administrator:** Each agency will identify a local agency administrator who will attend regular system administrator meetings. Local Agency Administrator will be responsible for configuration of agency specific settings, password resets, set permissions, customization, optimization, and will serve as a trouble ticket liaison. Local agency administrators are expected to work closely with global grid administrators and Motorola support staff to accomplish agency goals and directives.
- C. System Permissions and Access:** Access to GRID resources must be in compliance with CJIS security principles of least privilege. Access to criminal justice information from staff not directly employed by a law enforcement agency and in the performance of criminal justice related activities will require written approval from the GRID Chief's board.
- D. API's and Third-Party Interfaces:** Application Programming Interfaces (API's) and third-party interfaces not covered by the Master Customer Agreement with the vendor will be reviewed by the GRID global administrators, the vendor, and CJIS compliance auditors prior to implementation. Third-party interfaces or API's with read only access will only be allowed to connect to non-live replicated data sources upon approval.
- E. Advanced Configuration Tools:** System tools that are designed to alter or optimize the software beyond its base configuration. Such tools affect system wide changes

and have the potential to negatively impact system wide performance by corrupting existing database tables and orphaning records. Advanced configuration tools will be restricted to global administrators to preserve the integrity of the GRID system and prevent costly damages. Global administrators will develop a submission process for system wide changes with local agency administrators to ensure safe and timely system configuration changes.

- F. CYBER/PHISHING/VIRUS MITIGATION:** The City of League City reserves the right to temporarily disconnect an agency's fiber connection to GRID assets within the City of League City network to mitigate security threats. Fiber connectivity will be restored once the affected agency resolves the identified security threat.

XI. AUTONOMY OF PARTIES:

Each agency shall have the right to customize its individual system in any way it chooses, provided that such customization does not impair the operation of the total system. Such customization shall be the sole expense and responsibility of the agency which chooses the particular customization. The Global System Administrators shall have the authority to decide whether any action taken by a local system administrator or agency is an impairment to the system and may order the agency to follow the directive of the Global System Administrators.

XII. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Texas and shall be enforceable in any court of competent jurisdiction in Texas.

XIII. SEVERABILITY:

In the event that one or more provisions of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the other provisions shall remain in full force and effect.

XIV. DISPUTES:

To the extent permissible under the laws and constitution of the State of Texas, any dispute among the parties, which cannot be resolved by the Systems Administrators, shall be submitted to the GRID Board for resolution.

The Board shall investigate the dispute, allowing involved parties to explain their individual concerns, and shall determine the appropriate remedy.

XV. LIMITATIONS:

The Parties are aware there are constitutional and statutory limitations (Limitations) on the authority of City of La Porte to enter into certain terms and conditions that may be part of this Contract, including terms and conditions relating to liens on the City of La Porte’s property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys’ fees; dispute resolution; indemnities; and confidentiality, and terms and conditions related to Limitations will not be binding on the City of La Porte except to the extent authorized by the laws and Constitution of the State of Texas.

XVI. TERMINATION OF PRIOR INTERLOCAL AGREEMENT FOR IMPLEMENTATION AND OPERATION OF GRID SYSTEM.

In entering into this Agreement, City of League City and the City of La Porte agree to terminate the existing Interlocal Agreement for Implementation and Operation of GRID System, entered into prior to the new effective date of this Agreement (the “Prior Agreement”). The Prior Agreement shall terminate as of the Effective Date of this new Agreement.

Signed and sealed by the following units of government on the dates set out below:

City of La Porte

City of League City

Signature:_____

Signature:_____

Corby Alexander, City Manager

John Baumgartner, City Manager

Date: _____

Date: _____

Attachment Estimated “Schedule A”
Example for 2025:

**GRID COST MATRIX BY YEAR: 2025**

Agency	CFS	Arrests	Accidents	Reports	Total Count	Usage %	Standard Usage Fee	1st Grid Specialist	2nd Grid Specialist	Total Fee
Sugarland	82876	1564	1981	7587	94008	16.19%	\$4,047.25	\$13,760.66	5,000.00	\$22,807.92
League City	64957	2632	2227	5533	75349	12.98%	\$3,243.94	\$11,029.40	5,000.00	\$19,273.35
Texas City	65973	2572		6196	74741	12.87%	\$3,217.77	\$10,940.41	5,000.00	\$19,158.17
LaPorte	50050	1160	839	3741	55790	9.61%	\$2,401.88	\$8,166.41	5,000.00	\$15,568.29
Deer Park	42717	2091	415	4189	49412	8.51%	\$2,127.30	\$7,232.81	5,000.00	\$14,360.11
Alvin	33234	1719	688	3050	38691	6.66%	\$1,665.73	\$5,663.50	5,000.00	\$12,329.23
Webster	29115	1213		3543	33871	5.83%	\$1,458.22	\$4,957.96	5,000.00	\$11,416.18
Dickinson	19892	815	562	2164	23433	4.04%	\$1,008.84	\$3,430.07	5,000.00	\$9,438.91
La Marque	18939	902		2871	22712	3.91%	\$977.80	\$3,324.53	5,000.00	\$9,302.33
Kemah	20612	399		831	21842	3.76%	\$940.35	\$3,197.18	5,000.00	\$9,137.53
Santa Fe	19346	531		1031	20908	3.60%	\$900.14	\$3,060.46	5,000.00	\$8,960.60
UTMB	18626	233	1	928	19788	3.41%	\$851.92	\$2,896.52	5,000.00	\$8,748.44
Port of Houston	15949	68		1343	17360	2.99%	\$747.39	\$2,541.11	5,000.00	\$8,288.50
Seabrook	13942	390		868	15200	2.62%	\$654.39	\$2,224.94	5,000.00	\$7,879.33
Nassau Bay	7323	228		664	8215	1.41%	\$353.67	\$1,202.49	5,000.00	\$6,556.17
Lakeview	6260	37	35	391	6723	1.16%	\$289.44	\$984.10	5,000.00	\$6,273.54
Morgans Point	2566	28	5	48	2647	0.46%	\$113.96	\$387.46	5,000.00	\$5,501.42
Total	512377	16582	6753	44978	580690	100.00%	\$25,000.00	\$85,000.00	85,000.00	\$195,000.00

INTERLOCAL AGREEMENT FOR IMPLEMENTATION AND OPERATION OF
GRID SYSTEM

THIS AGREEMENT made this August 28, 2023, by the City of League City, Texas, and the City of La Porte, both being government entities and/or municipal corporations and/or a political subdivision within the State of Texas and collectively referred to herein as the "parties".

WITNESSETH:

WHEREAS, the government entities of League City, Port of Houston Authority, Morgans Point, Dickinson, Santa Fe, Sugar Land, Texas City, University of Texas Medical Branch Galveston, Seabrook, La Marque, Lakeview, Kemah, Alvin, Deer Park, La Porte, Nassau Bay, and Webster (the "GRID System agencies") desire to make efficient use of their respective powers, resources, authority and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby provide the facilities and efforts identified herein the manner that will best utilize existing resources, powers and authority available to each of them; and

WHEREAS, it is the purpose of the agreement to provide a means by which the parties may exercise their respective powers, privileges, and authority which they may separately, but which pursuant to this Agreement may exercise collectively; and

WHEREAS, the parties desire to establish and provide a computer-aided dispatch, records management, and mobile computer system, serving law enforcement, fire, EMS, and emergency communications for each of the agencies parties, hereinafter referred to as the Gulf Region Information and Dispatch (GRID) System.

WHEREAS, the parties have determined that a consolidated system will better utilize existing personnel and capital resources, increase the efficiency and effectiveness of public safety emergency responses, enhance public safety operations by standardizing equipment and records management systems, and will provide for shared costs of communications technology; and

WHEREAS, the parties have agreed that they should participate in the management and ownership of the GRID System in return for providing a proportionate share of the funding for recurring operation, maintenance, and future expansion of the GRID System; and

WHEREAS, the parties desire to enter into this Agreement to establish basic parameters for the implementation, operation, maintenance, and future expansion of the GRID System; and

WHEREAS, entering into this Agreement is in the best interest of the citizens of the Parties; and

NOW, THEREFORE, in consideration of the premises, mutual covenants, provisions, and representations contained herein, constituting good and valuable consideration, and pursuant to Texas Government Code 791 ("Interlocal Cooperation Act"), the parties hereto agree as follows:

I. PURPOSE:

The purpose of this Interlocal Agreement is to establish a computer-aided dispatch, records management, mobile computer system, and analytical reporting tools, herein referred to as the GRID System, serving law enforcement, fire, EMS, and emergency communications for each of the GRID agencies.

II. DURATION:

This Agreement shall remain in effect for one (1) year, commencing on January 1, 2024, and ending on December 31, 2024, and thereafter will automatically renew for successive one-year terms. However, nothing herein shall affect the right of a party to withdraw from this Agreement, as provided for in Section VII below.

III. ORGANIZATION:

The GRID System will be overseen by a Board of Directors comprised of the government entity's Chief of Police who participate on the GRID system ("the Board"). In the event a government entity enters or leaves the GRID System, the Police Chief of the law enforcement entity entering or leaving the system will be automatically deemed added or removed from the Board.

Day to day operations of the GRID System will remain the responsibility of individually appointed "Local Agency Systems Administrators" and "GRID Services Global System Administrators". The Systems Administrators for each party shall meet regularly in order to address any issues needing to be addressed relating to the GRID System. If issues cannot be resolved to the satisfaction of the Systems Administrator's group, the concerns shall be reduced to writing and submitted to the Board for resolution.

IV. FINANCIAL ADMINISTRATION

The parties hereby agree to provide financial support according to a schedule and formula set out in Schedule "A" attached hereto, which is hereby incorporated by reference into this agreement. The cost of software and hardware maintenance will be determined by annual projections from the vendors. In addition, the Board will consider and recommend a GRID system reserve assessment for future expenditures subject to the approval of governing bodies. All costs will be pro-rated between the agencies based on calls for service, reports, bookings, and accidents. In the event the City of La Porte shall allow another agency that is not a party to the GRID system to utilize the system, then the City of La Porte is responsible for those costs. Initial agency cost allocations are based upon the participation of all agencies listed in Schedule A. ***Should any agency choose not to participate; the costs will be reallocated proportionately to the other agencies.***

Regular GRID System fees shall be assessed at the start of each calendar year. For administration purposes, the GRID System shall operate on a calendar year from January 1, hereafter referred to as the "Effective Date", to December 31 of the same year. ***Such assessment shall be approved by majority vote of the governing bodies.***

- A. It shall be the responsibility of the Board to prepare budget projections for upcoming calendar years, including a detailed breakdown of estimated GRID System fees for each party agency, which shall be completed and distributed to all parties no later than March 1st of each year.
- B. The City of League City shall provide basic support for the GRID system through its General Fund for ongoing costs including support personnel, and other incidental operating expenses.
- C. The City of League City shall maintain the GRID system reserve fund for all assessments made for replacements or expansions of GRID system hardware and software.
- D. Year one payments for Schedule A assessments will be due 30 days after invoice.
- E. Expansion of the schedule matrix must be approved by a majority vote of the governing bodies of the participating jurisdictions.

V. ADMITTING ADDITIONAL AGENCIES:

Additional agencies may be admitted to the GRID System upon agreement of the Board. Board agreement shall be indicated by a majority vote of the Board. New agencies shall be required to meet the same terms and shall have the same responsibilities as existing parties. The Board may require new members to pay a fee of \$10,000.00 to join the GRID system. The fee will be deposited into the GRID system reserve fund. New agencies will be responsible for actual costs incurred in order to integrate them into the system.

VI. EQUIPMENT AND LICENSES:

The GRID System will use Motorola Solutions software. Each GRID System agency will be responsible for purchasing the hardware, software and licenses required to be used in their respective jurisdictions. Each GRID System agency will be required to maintain its own equipment and software and to pay an equitable share of the expense of maintaining the server(s) as set out on Schedule "A" attached. Each GRID System agency will have control of all hardware and software within its respective jurisdiction.

VII. WITHDRAWAL BY A PARTY:

Any party shall have the right to withdraw from the GRID System at any time upon giving ninety (90) days advance written notice to the City of League City. The withdrawing party shall have 12 months to copy its data, but not to delete, information and/or data residing on the GRID System Server that was contributed by the withdrawing agency. This shall be done at the sole expense of the withdrawing agency and the withdrawing agency shall not be entitled to recover any portion of their contribution to the GRID system reserve fund maintained by the City of League City.

Any agency of the GRID System may be expelled with cause, by a two-thirds vote of the Board. Prior to the initiation of action to expel an agency, the Board will notify the City Manager, or Chief Executive Officer, of the agency for whom expulsion is being considered of such pending action. The agency will be provided no less than thirty (30) days prior to the Board's decision to present reasons why expulsion for cause is not justified. Should the Board approve the expulsion of a party, the expelled party shall be considered "withdrawn" from the GRID System ninety (90) days from the date the Board votes to take such action. Once withdrawn, the agency shall have the same rights and responsibilities afforded those agencies voluntarily withdrawing from the GRID System.

VIII. COMPLIANCE WITH THE PUBLIC INFORMATION ACT:

Each party shall control the release of any information produced or belonging to that party which resides anywhere on the system, including, but not limited to, the server. Each agency will be required to sign a Shared Agency Agreement between the City of League City, the prospective agency, and Motorola Solutions.

IX. OPERATING RULES AND PROCEDURES:

In order to ensure consistency, all parties agree to follow the pattern, protocols and procedures established by the GRID System. Within this basic framework, the System Administrators shall, from time to time, adopt and implement such rules and procedures as it deems prudent for the further improvement and refinement of the system. The intention of this provision is to assure that the basic structure, workflow, security, and integrity of the system is preserved, while at the same time allowing the System Administrators to adopt necessary changes to enhance the system.

X. SYSTEM SECURITY:

A. Global Administrator: Staff members assigned to the League City Police Department's GRID Services unit will be assigned global system administrator rights and responsibilities. Global Administrators will ensure system integrity, Criminal Justice Information Services ("CJIS") security compliance, perform server administration, database administration, perform advanced system configuration maintenance, and work with local agency administrators to customize system configuration to meet agency expectations.

B. Local Agency Administrator: Each agency will identify a local agency administrator who will attend regular system administrator meetings. Local Agency Administrator will be responsible for configuration of agency specific settings, password resets, set permissions, customization, optimization, and will serve as a trouble ticket liaison. Local agency administrators are expected to work closely with global grid administrators and Motorola support staff to accomplish agency goals and directives.

C. System Permissions and Access: Access to GRID resources must be in compliance with CJIS security principles of least privilege. Access to criminal justice information from staff not directly employed by a law enforcement agency and in the performance of criminal justice related activities will require written approval from the GRID Chief's board.

D. API's and Third-Party Interfaces: Application Programming Interfaces (API's) and third-party interfaces not covered by the Master Customer Agreement with the vendor will be reviewed by the GRID global administrators, the vendor, and CJIS compliance auditors prior to implementation. Third-party interfaces or API's with read only access will only be allowed to connect to non-live replicated data sources upon approval.

E. Advanced Configuration Tools: System tools that are designed to alter or optimize the software beyond its base configuration. Such tools affect system wide changes

and have the potential to negatively impact system wide performance by corrupting existing database tables and orphaning records. Advanced configuration tools will be restricted to global administrators to preserve the integrity of the GRID system and prevent costly damages. Global administrators will develop a submission process for system wide changes with local agency administrators to ensure safe and timely system configuration changes.

F. CYBER/PHISHING/VIRUS MITIGATION: The City of League City reserves the right to temporarily disconnect an agency's fiber connection to GRID assets within the City of League City network to mitigate security threats. Fiber connectivity will be restored once the affected agency resolves the identified security threat.

XI. AUTONOMY OF PARTIES:

Each agency shall have the right to customize its individual system in any way it chooses, provided that such customization does not impair the operation of the total system. Such customization shall be the sole expense and responsibility of the agency which chooses the particular customization. The Global System Administrators shall have the authority to decide whether any action taken by a local system administrator or agency is an impairment to the system and may order the agency to follow the directive of the Global System Administrators.

XII. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Texas and shall be enforceable in any court of competent jurisdiction in Texas.

XIII. SEVERABILITY:

In the event that one or more provisions of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the other provisions shall remain in full force and effect.

XIV. DISPUTES:

To the extent permissible under the laws and constitution of the State of Texas, any dispute among the parties, which cannot be resolved by the Systems Administrators, shall be submitted to the GRID Board for resolution.

The Board shall investigate the dispute, allowing involved parties to explain their individual concerns, and shall determine the appropriate remedy.

XV. LIMITATIONS:

The Parties are aware there are constitutional and statutory limitations (Limitations) on the authority of City of La Porte to enter into certain terms and conditions that may be part of this Contract, including terms and conditions relating to liens on the City of La Porte’s property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys’ fees; dispute resolution; indemnities; and confidentiality, and terms and conditions related to Limitations will not be binding on the City of La Porte except to the extent authorized by the laws and Constitution of the State of Texas.

XVI. TERMINATION OF PRIOR INTERLOCAL AGREEMENT FOR IMPLEMENTATION AND OPERATION OF GRID SYSTEM.

In entering into this Agreement, City of League City and the City of La Porte agree to terminate the existing Interlocal Agreement for Implementation and Operation of GRID System, entered into prior to the new effective date of this Agreement (the “Prior Agreement”). The Prior Agreement shall terminate as of the Effective Date of this new Agreement.

Signed and sealed by the following units of government on the dates set out below:

City of La Porte

City of League City

Signature:_____

Signature:_____

Corby Alexander, City Manager

John Baumgartner, City Manager

Date: _____

Date: _____

Attachment Estimated “Schedule A”
Example for 2025:

**GRID COST MATRIX BY YEAR: 2025**

Agency	CFS	Arrests	Accidents	Reports	Total Count	Usage %	Standard Usage Fee	1st Grid Specialist	2nd Grid Specialist	Total Fee
Sugarland	82876	1564	1981	7587	94008	16.19%	\$4,047.25	\$13,760.66	5,000.00	\$22,807.92
League City	64957	2632	2227	5533	75349	12.98%	\$3,243.94	\$11,029.40	5,000.00	\$19,273.35
Texas City	65973	2572		6196	74741	12.87%	\$3,217.77	\$10,940.41	5,000.00	\$19,158.17
LaPorte	50050	1160	839	3741	55790	9.61%	\$2,401.88	\$8,166.41	5,000.00	\$15,568.29
Deer Park	42717	2091	415	4189	49412	8.51%	\$2,127.30	\$7,232.81	5,000.00	\$14,360.11
Alvin	33234	1719	688	3050	38691	6.66%	\$1,665.73	\$5,663.50	5,000.00	\$12,329.23
Webster	29115	1213		3543	33871	5.83%	\$1,458.22	\$4,957.96	5,000.00	\$11,416.18
Dickinson	19892	815	562	2164	23433	4.04%	\$1,008.84	\$3,430.07	5,000.00	\$9,438.91
La Marque	18939	902		2871	22712	3.91%	\$977.80	\$3,324.53	5,000.00	\$9,302.33
Kemah	20612	399		831	21842	3.76%	\$940.35	\$3,197.18	5,000.00	\$9,137.53
Santa Fe	19346	531		1031	20908	3.60%	\$900.14	\$3,060.46	5,000.00	\$8,960.60
UTMB	18626	233	1	928	19788	3.41%	\$851.92	\$2,896.52	5,000.00	\$8,748.44
Port of Houston	15949	68		1343	17360	2.99%	\$747.39	\$2,541.11	5,000.00	\$8,288.50
Seabrook	13942	390		868	15200	2.62%	\$654.39	\$2,224.94	5,000.00	\$7,879.33
Nassau Bay	7323	228		664	8215	1.41%	\$353.67	\$1,202.49	5,000.00	\$6,556.17
Lakeview	6260	37	35	391	6723	1.16%	\$289.44	\$984.10	5,000.00	\$6,273.54
Morgans Point	2566	28	5	48	2647	0.46%	\$113.96	\$387.46	5,000.00	\$5,501.42
Total	512377	16582	6753	44978	580690	100.00%	\$25,000.00	\$85,000.00	85,000.00	\$195,000.00

INTERLOCAL AGREEMENT FOR IMPLEMENTATION AND OPERATION OF
GRID SYSTEM

THIS AGREEMENT made this 9th day of April, A.D. 2013, by the City of League City, Texas and the City of La Porte, both being Texas municipal corporations and collectively referred to herein as the "parties".

WITNESSETH:

WHEREAS, the Cities of Alvin, Deer Park, Friendswood, La Porte, League City, Nassau Bay, Webster and Galveston (the "GRID System agencies") desire to make efficient use of their respective powers, resources, authority and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby provide the facilities and efforts identified herein the manner that will best utilize existing resources, powers and authority available to each of them; and

WHEREAS, it is the purpose of the agreement to provide a means by which the parties may exercise their respective powers, privileges and authority which they may separately, but which pursuant to this Agreement may exercise collectively; and

WHEREAS, the parties desire to establish and provide a computer-aided dispatch, records management and mobile computer system, serving law enforcement, fire, EMS and emergency communications for each of the agencies parties, hereinafter referred to as the Gulf Region Information and Dispatch (GRID) System.

WHEREAS, the parties have determined that a consolidated system will better utilize existing municipal personnel and capital resources, increase the efficiency and effectiveness of public safety emergency responses, enhance public safety operations by standardizing equipment and records management systems, and will provide for shared costs of communications technology; and

WHEREAS, the parties have agreed that they should participate in the management and ownership of the GRID System in return for providing a proportionate share of the funding for recurring operation, maintenance and future expansion of the GRID System; and

WHEREAS, the parties desire to enter into this Agreement to establish basic parameters for the implementation, operation, maintenance and future expansion of the GRID System; and

WHEREAS, entering into this Agreement is in the best interest of the citizens of the Parties; and

NOW, THEREFORE, in consideration of the premises, mutual covenants, provisions and representations contained herein, constituting good and valuable consideration, and pursuant to Texas Government Code 791 ("Interlocal Cooperation Act"), the parties hereto agree as follows:

I. PURPOSE:

The purpose of this Interlocal Agreement is to establish a computer-aided dispatch, records management and mobile computer system, herein referred to as the GRID System, serving law enforcement, fire, EMS and emergency communications for each of the GRID agencies.

II. DURATION:

This Agreement shall remain in effect for one (1) year, commencing on 9th of April, 2013, and ending on 9th of April 2014, and thereafter will automatically renew for successive one year terms. However, nothing herein shall affect the right of a party to withdraw from this Agreement, as provided for in Section VII below.

III. ORGANIZATION:

The GRID System will be overseen by a Board of Directors comprised of the cities who participate on the GRID system ("the Board"). In the event a city enters or leaves the GRID System, the Police Chief of the City entering or leaving the system will be automatically deemed added or removed from the Board.

Day to day operations of the GRID System will remain the responsibility of individually appointed "Systems Administrators" from each GRID System agency. The Systems Administrators for each party shall meet regularly in order to address any issues needing to be addressed relating to the GRID System. If issues cannot be resolved to the satisfaction of the Systems Administrator's group, the concerns shall be reduced to writing and submitted to the Board for resolution.

IV. FINANCIAL ADMINISTRATION

The parties hereby agree to provide financial support according to a schedule and formula set out in Schedule "A" attached hereto, which is hereby incorporated by reference into this agreement. The cost of software and hardware maintenance will be determined by annual projections from the vendors. In addition, the Board will consider and recommend a GRID system reserve assessment for future expenditures subject to the approval of governing bodies. All costs will be pro-rated between the agencies based on calls for service, reports, bookings and accidents. In the event League City shall allow another agency that is not a party to the GRID system to utilize the system, then that agency or League City is responsible for those costs. Initial agency cost allocations are based upon the participation of all agencies listed in Schedule A. Should any agency choose not to participate, the costs will be reallocated proportionately to the other agencies.

Regular GRID System fees shall be assessed at the start of each fiscal year. For administration purposes, the GRID System shall operate on a fiscal year from October 1 to September 30 of the following year. Such assessment shall be approved by majority vote of the governing bodies.

- A. It shall be the responsibility of the Board to prepare budget projections for upcoming fiscal years, including a detailed breakdown of estimated GRID System fees for each party agency, which shall be completed and distributed to all parties no later than March 1st of each year.
- B. The City of League City shall provide basic support for the GRID system through its General Fund for ongoing costs including support personnel, and other incidental operating expenses.
- C. The City of League City shall maintain the GRID system reserve fund for all assessments made for replacements or expansions of GRID system hardware and software. The City of League City will also maintain the GRID system operating fund to account for monies received and payments made related to annual maintenance.
- D. Year one payments for Schedule A assessments will be due on July 1, 2013.
- E. Annual payments as determined in Section IV A will be paid to the City of League City during the first quarter of each Fiscal year.
- F. Expansion of the schedule matrix must be approved by a majority vote of the governing bodies of the participating jurisdictions.

V. ADMITTING ADDITIONAL AGENCIES:

Additional agencies may be admitted to the GRID System upon agreement of the Board. New agencies shall be required to meet the same terms and shall have the same responsibilities as existing parties. The Board may require new members to pay a fee of \$10,000.00 to join the GRID system. The fee will be deposited into the GRID system reserve fund. New agencies will reimburse the City of League City for actual costs incurred in order to integrate them into the system.

VI. EQUIPMENT AND LICENSES:

The GRID System will use SunGard Public Sector's software. Each GRID System agency will be responsible for purchasing the hardware, software and licenses required to be used in their respective jurisdictions. Each GRID System agency will be required to maintain its own equipment and software and to pay an equitable share of the expense of maintaining the server(s) as set out on Schedule "A" attached. Each GRID System agency will have control of all hardware and software within its respective jurisdiction.

VII. WITHDRAWAL BY A PARTY:

Any party shall have the right to withdraw from the GRID System at any time upon giving ninety (90) days advance written notice to the City of League City. The withdrawing party, shall have 12 months to copy its data, but not to delete, information and/or data residing on the GRID System Server that was contributed by the withdrawing agency. This shall be done at the sole expense of the withdrawing agency and the withdrawing agency shall not be entitled to recover any portion of their contribution to the GRID system reserve fund maintained by the City of League City.

Any agency of the GRID System may be expelled with cause, by a two-thirds vote of the Board. Prior to the initiation of action to expel an agency, the Board will notify the City Manager, or Chief Executive Officer, of the agency for whom expulsion is being considered of such pending action. The agency will be provided a period of time of not less than thirty (30) days prior to the Board's decision to present reasons why expulsion for cause is not justified. Should the Board approve the expulsion of a party, the expelled party shall be considered "withdrawn" from the GRID System ninety (90) days from the date the Board votes to take such action. Once withdrawn, the agency shall have the same rights and responsibilities afforded those agencies voluntarily withdrawing from the GRID System.

VIII. COMPLIANCE WITH THE PUBLIC INFORMATION ACT:

Each party shall control the release of any information produced or belonging to that party which resides anywhere on the system, including, but not limited to, the server. Each agency will be required to sign a Data Access Agreement between the City of League City, the perspective agency and SunGard Public Sector.

IX. OPERATING RULES AND PROCEDURES:

In order to ensure consistency, all parties agree to follow the pattern, protocols and procedures established by the GRID System. Within this basic framework, the System Administrators shall, from time to time, adopt and implement such rules and procedures as it deems prudent for the further improvement and refinement of the system. The intention of this provision is to assure that the basic structure and work-flow of the system is preserved, while at the same time allowing the System Administrators to adopt necessary changes to enhance the system.

X. AUTONOMY OF PARTIES:

Each agency shall have the right to customize its individual system in any way it chooses, provided that such customization does not impair the operation of the total system. Such customization shall be the sole expense and responsibility of the agency which chooses the particular customization. The System Administrators shall have the authority to decide whether or not any action taken by an agency is an impairment to the system and may order the agency to follow the directive of the System Administrators.

XI. GOVERNING LAW

This agreement shall be governed by the laws of the State of Texas and shall be enforceable in any court of competent jurisdiction in Texas.

XII. SEVERABILITY:

In the event that one or more provisions of this agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the other provisions shall remain in full force and effect.

XIII. DISPUTES:

Any dispute among the parties, which cannot be resolved by the Systems Administrators, shall be submitted to the GRID Board for resolution. The Board shall investigate the dispute, allowing involved parties to explain their individual concerns, and shall determine the appropriate remedy. The Board's decision shall be final and binding on all parties.

Signed and sealed by the following units of government on the dates set out below:

City of La Porte

Signature: _____

Date: _____

City of League City

Signature: Michael W. Loftin

Michael W. Loftin, City Manager

Date: April 9th 2013



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: August 28, 2023
Requested By: Corby Alexander, City Manager
Department: Administration/CMO
☐ Report ☐ Resolution ☒ Ordinance

Exhibits: Development Agreement

Appropriation	
Source of Funds:	<u>N/A</u>
Account Number:	<u>N/A</u>
Amount Budgeted:	<u>N/A</u>
Amount Requested:	<u>N/A</u>
Budgeted Item:	<input checked="" type="radio"/> Yes <input type="radio"/> No

SUMMARY & RECOMMENDATION

On May 18, 2023, the City of La Porte Planning and Zoning Commission held a public hearing on Special Conditional Use Permit (SCUP) Request #23- 91000002, pursuant to an application by Hector Rubio of J. Morales Inc., applicant, on behalf of Barry Seabranh, owner, for approval of a SCUP to allow for a Mini-warehouse/Self Storage use in the General Commercial (GC) zoning district, on an 8.03-acre tract of land located at the 9100 Block of W. Fairmont Pkwy., legally described as Tract 713, La Porte Outlots, Harris County, Texas. The Commission approved the SCUP by a vote of 7-1.

On June 26, 2023, the City Council will held a public hearing to receive comments regarding a recommendation by the Planning and Zoning Commission to adopt Ordinance 2023-3941 amending the Code of Ordinances of the City of La Porte, Chapter 106 "Zoning" by granting Special Conditional Use Permit #23-91000002, to allow for a Miniwarehouse/Self-Storage use in the General Commercial (GC) zoning district, on an 8.03-acre tract of land located at the 9100 Block of W. Fairmont Pkwy., La Porte, Texas, legally described as Tract 713, La Porte Outlots, Harris County, Texas, followed by discussion and possible action to adopt Ordinance 2023-3941 amending the Code of Ordinances of the City of La Porte, Chapter 106 "Zoning" by granting Special Conditional Use Permit #23-91000002 to allow for a Miniwarehouse/Self-Storage use in the General Commercial (GC) zoning district, on an 8.03-acre tract of land located at the 9100 Block of W. Fairmont Pkwy., La Porte, Texas, legally described as Tract 713, La Porte Outlots, Harris County, Texas. Council voted 8-0 to deny Ordinance 2023-3941.

Barry Seabranh, the Applicant, contacted the City Manager's Office about the denial of the ordinance. The Applicant, his attorney, the City Attorney, the City Manager, and the

Assistant City Manager met to discuss the issues. The Applicant plead his case to develop the property as described in the SCUP but advised that he could just build something else that was allowed by right that would not be as community friendly. The Applicant provided a letter to City Council that was presented to them in Executive Session on July 24, 2023. City Council instructed the City Manager to move forward with a development agreement.

The attached development agreement was drafted by the City Attorney and the City Manager's Office. It has been reviewed and approved by the applicant.

Staff recommends authorizing the City Manager to execute the Development Agreement.

STRATEGIC PLAN STRATEGY AND GOAL

4.0 Economic Development - The City of La Porte will promote a strong and diverse economy that strengthens the local sales tax and property tax base while also contributing to a high quality of life.

Executing this Development Agreement will ensure a successful business partner remains in La Porte.

ACTION REQUIRED BY THE CITY COUNCIL

Authorize the City Manager to execute a Development Agreement between Barry Linn Seabranh/Storage Vault Self Storage LLC and the City of La Porte, Texas, for development of miniwarehouse/self-storage complex on real property located at 9101 W. Fairmont Pkwy, La Porte, Texas.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date

**DEVELOPMENT AGREEMENT BETWEEN BARRY LINN SEABRANCH/STORAGE
VAULT SELF STORAGE LLC AND THE CITY OF LA PORTE, TEXAS, FOR REAL
PROPERTY AT 9101 W. FAIRMONT PKWY, LA PORTE, TEXAS**

This DEVELOPMENT AGREEMENT (“Agreement”) is entered into between Barry Linn Seabranh individually and Storage Vault Self Storage, LLC, a Texas limited liability company, and their successors and assigns (“Owner-Developer”), and the City of La Porte, Texas, a Texas municipal corporation (“City”) on the ____ day of _____, 2023.

Recitals

WHEREAS, Owner-Developer is developing an approximately 8.03-acre tract at 9101 W. Fairmont Pkwy., in the City of La Porte, Texas, and legally described as Tract 713, La Porte Outlots, which is referred to as the “Tract” herein and as defined in Article I of this Agreement. Owner-Developer is developing the Tract, presently zoned General Commercial (GC), as a mini-warehouse/self-storage complex; and

WHEREAS, effective February 6, 2023, pursuant to City Ordinance 2023-2317 development of the Tract as a mini-warehouse/self-storage complex became a conditional use, requiring issuance of a special conditional use permit by the City Council of the City of La Porte, but City and Owner-Developer by way of the Agreement stipulate that Owner-Developer submitted a written plan for development of the Tract as a mini-warehouse/self-storage complex on or about December 13, 2022, thereby possibly vesting Owner-Developer under pre-existing zoning regulations that classified a mini-warehouse/self-storage use in a General Commercial district as a permitted use; and

WHEREAS, the City and Owner-Developer have agreed that in lieu of litigation centered on the issue of whether Owner-Developer’s submittal of a proposal for development of the Tract on December 13, 2022, possibly vested Owner-Developer under then existing zoning regulations in accordance with Chapter 245 of the Texas Local Government Code, Owner-Developer and City would enter into a Development Agreement recognizing the development as a permitted use, but at the same time incorporating many of the same standards and conditions on development that may or could have applied to the Tract if a Special Conditional Use Permit were applicable; and

WHEREAS, the City has required, and Owner-Developer has agreed that the Tract will be developed in accordance with the Development Site Plan and Standards for Development of Tract made part of this Agreement (as defined below and attached hereto).

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits contained herein, the City and Owner-Developer agree as follows:

ARTICLE I. DEFINITIONS AND EXHIBITS

1.1 Definitions. Unless the context indicates otherwise, the following words as used in this Contract shall have the following meanings:

City means the City of La Porte, Texas.

Development Site Plan means the site plan for the physical development and use of the Tract, consistent with the definition of this term in Section 86-4 of City's Code of Ordinances, and specifically for purposes of this Agreement, that has been approved and executed by the City's approving authority in accordance with Section 86-7 of the City's Code of Ordinances.

Owner-Developer means Barry Linn Seabranh and Storage Vault Self Storage, LLC or their successors and assigns (or their designated agent or agents).

Tract means the approximately 8.03-acre tract at 9101 W. Fairmont Pkwy., in the City of La Porte, and legally described as Tract 713, La Porte Outlots, as described in Exhibit A.

1.2 Exhibits. The following exhibits attached to this Contract are a part of the Contract as though fully incorporated herein:

Exhibit A – Legal Description of Property

Exhibit B – Development Site Plan

Exhibit C – Standard for Development of Tract

ARTICLE II. DEVELOPMENT SITE PLAN AND LAND USE

2.1 Development Site Plan and Land Use. The City acknowledges and Owner-Developer represents that Owner-Developer's intent is to develop the Tract as a mini-warehouse/self-storage complex. Owner-Developer shall develop the entire Tract in accordance with the Development Site Plan, attached as Exhibit B, the City's Code of Ordinances and established policies, and this Agreement (including specifically Standards for Development of Tract attached as Exhibit C) as approved by the City. The Owner-Developer shall be responsible for compliance with the Development Site Plan and all permits issued by the City in connection with the development of the Tract.

2.2 Phased Development; amendments. Owner/Developer's Development Site Plan contemplates that improvements will be constructed on the Tract in multiple phases. Owner/Developer agrees that any modification or alteration to the development as established in the Development Site Plan, submitted and approved in accordance with Sec. 86-7 of the City's Code of Ordinances, including any proposed changes to subsequent phases of the development after completion of construction of the first phase of development, will require submission of an amended development site plan meeting the requirements of Sec. 86-7(d) of City's Code of Ordinances, and additionally, approval by City of an amendment to this Agreement incorporating the revised Development Site Plan.

2.3 Additional Land Use Restrictions. Owner/Developer also agrees to conform all development and improvements to the Tract to the Standards for Development of Tract, attached hereto as Exhibit C.

ARTICLE III. TERMINATION

3.1 Term. This Agreement shall have a term commencing on the date first written above and continuing until the date on which development of the Tract as a mini-warehouse/self-storage complex has been completed, as reflect by the issuance of the certificate of occupancy and zoning permit by the City.

3.2 Failure to Develop. Failure of Owner-Developer to begin construction on the Tract within twelve (12) months from the effective date of this Agreement shall cause this Agreement to terminate.

ARTICLE IV. FIRE PROTECTION, HAZARDOUS MATERIALS & SAFETY

4.1 Hazardous Materials. The Owner-Developer agrees no hazardous materials as identified in state and federal standards (NEPA) as well as City Fire Code shall be stored on the Tract.

ARTICLE V. UTILITIES, DRAINAGE

5.1 Utilities, Drainage. The Owner-Developer shall design and construct drainage facilities to serve the Tract in accordance with City requirements and as further defined by this Agreement. Specifically, the Developer will provide a drainage study for the Tract. The study and design of drainage improvements shall meet the requirements and approval of the City and Harris County Flood Control District. City shall approve all construction plans and specifications for public improvements in accordance with the applicable Public Improvement Criteria Manual.

ARTICLE VI. MISCELLANEOUS

6.1 Sale of Tract; Assignability. Any contract by Owner-Developer to sell the entirety or any portion of the Tract to a person or entity intending to develop the tract or such portion thereof (a "Successor Developer," whether one or more) and any instrument of conveyance for the entirety or any portion of the Tract to such Successor Developer shall recite and incorporate this recorded Agreement and exhibits hereto and provide that this Agreement be binding on such Successor Developer.

6.2 Force Majeure. If by reason of force majeure any party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then if such party shall give notice and full particulars of such force majeure in writing to the party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of inability then claimed, but for no longer period; and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States, State of Texas, Harris County or City or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, tornados

arrests, restraining of government and people, civil disturbances, explosions, or partial or entire failure of water supply or electricity resulting in an inability to provide water or electricity, including that necessary for operation of the water and sewer systems hereunder. Force Majeure may not be claimed by Owner-Developer under any set of circumstances prior to commencement of construction on the Tract.

6.3 Law Governing. This Agreement shall be governed by the laws of the State of Texas and no lawsuit shall be prosecuted on this Agreement except in a federal or state court of competent jurisdiction.

6.4 No Additional Waiver Implied. No waiver or waivers of any breach or default by any party hereto of any term, covenant, condition, or liability hereunder, or the performance by any party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

6.5 Addresses and Notice. Unless otherwise provided in this Agreement, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made or accepted by any party to the other (except bills), must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated in this Contract, from and after the expiration of three (3) days after its deposited. Notice given in any such other than the manner shall be effective when received by the party to be notified. For the purpose of notice, addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to the City, to:

City of La Porte, Texas
Attn: City Manager
604 West Fairmont Parkway
La Porte, Texas 77571

If to Owner/Developer, to:

Barry Linn Seabbranch

and

Storage Vault Self Storage, LLC

6.6 Merger and Modifications. This Agreement, including the exhibits that are attached hereto and incorporated herein for all purposes, embodies the entire agreement between the parties relative to the subject matter thereof. This Agreement shall be subject to change or modification only with the mutual written consent of the parties.

6.7 Benefits of Contract. This Contract is for the benefit of the City and Owner-Developer and shall not be construed to confer any benefit on any other person except as expressly provided for herein.

6.8 Attorney's Fees. In the event of any litigation between the parties with respect to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, litigation expenses, cost, fees, and court costs from the losing party.

6.9 Government Immunity Preserved. The Owner-Developer and the City agree that the City does not, by entering into this Contract or performing any act hereunder or by failing to take any action hereunder, waive any governmental immunity that the City, its officers, employees, or representatives, have under any law.

6.10 Covenant Running With the Land. The obligations imposed on Owner-Developer herein shall not impose personal liability, but shall constitute a covenant running with the land, and as such shall be binding on the present owners of the Tract as well as subsequent owners thereof.

OWNER-DEVELOPER:

Barry Linn Seabbranch, Individually

Barry Linn Seabbranch

Date: _____

SUBSCRIBED AND SWORN TO BEFORE ME by Barry Linn Seabbranch, on _____
2023.

Notary Public, State of Texas

Storage Vault Self Storage, LLC

By:

By: _____

Date: _____

SUBSCRIBED AND SWORN TO BEFORE ME by _____, of
_____, Storage Vault Self Storage, LLC, on
_____ 2023.

Notary Public, State of Texas

CITY OF LA PORTE, TEXAS

By: _____
Corby Alexander, City Manager

Date: _____

SUBSCRIBED AND SWORN TO BEFORE ME by Corby Alexander, City Manager of the City of La Porte, Texas, on _____ 2023.

Notary Public, State of Texas

EXHIBIT A

Of 8.033 acres of land being out of a called 9.86 acres tract conveyed by deed dated February 16, 1998, to FAIRPARK, LTD., as recorded in Harris County Clerk's File No. S867188 of the Deed Records of Harris County, Texas. Said 8.033 acres being part of and out of Lot 713, La Porte Outlots Subdivision, as recorded in Volume 83, Page 344, of the Deed Records of Harris County, Texas and being situated in the William M. Jones Survey, Abstract No. 482, Harris County, Texas and being more particularly described by metes and bounds as follows (Bearings and Coordinates based on Texas State Plane Coordinate System – NAD 83 – South Central Zone 4204)

BEGINNING at a 1 inch iron pipe found for the southwest corner of said 9.86 acres, same being the southeast corner of a called 8.2443 acres tract conveyed by deed dated June 19, 2006, to AJAY K. JAIN, as recorded in Harris County Clerk's File No. Z401791 of the Deed Records of Harris County, Texas and being at the intersection of the north line of Fairmont Parkway (based on a 250' R.O.W.) with the common line of Lots 713 and 712 of said La Porte Outlots Subdivision. Said beginning point having surface coordinates of N13806642.676 – E3208471.944 (scale factor 0.9998817193)

THENCE North 03°21'42" West a distance of 888.72 feet along the west line of said 9.86 acres and the east line of said 8.2443 acres, same being the common line of said Lots 713 and 712 to a 5/8 inch iron rod with RPLS 5007 cap found for the northwest corner of said 9.86 acres and being in the south line of Caniff Road (80' ROW Vol.83, Pg.344 H.C.D.R.);

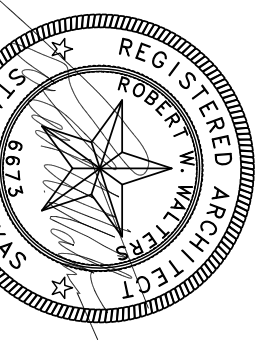
THENCE North 87°05'26" East a distance of 394.05 feet along the north line of said 9.86 acres and the south line of said Caniff Road to a 5/8 inch iron rod with LJA cap set for corner from which a 1/2" iron rod (disturbed) was found E-2.27 feet;

THENCE South 03°21'42" East a distance of 887.43 feet along the east line of the herein described tract, same being the west line of a called 1.832 acres (save & except) tract as described in said Harris County Clerk's File No. S867188 to a 5/8 inch iron rod with LJA cap set for corner from which a 1/2" iron rod was found W-101 feet and being in the north line of said Fairmont Parkway;

THENCE South 86°54'08" West a distance of 394.04 feet along the south line of said 9.86 acres and the north line of said Fairmont Parkway to the PLACE OF BEGINNING of herein described tract of land and containing within these calls 8.033 acres or 349,932 square feet of land.

EXHIBIT B

All draw/ written information and ideas appearing herein are the property of Robert Walters Architects and shall not be disclosed or otherwise used without the express written consent of Robert Walters Architects + Planning



Date: Seeed: 08-14-23
REVISIONS

UPDATED
8-14-23

A NEW SELF STORAGE FACILITY FOR THE STORAGE VAULT

9101 W. FAIRMONT PARKWAY

LA PORTE, TEXAS 77571



Robert Walters
Architecture + Planning
P.O. Box 308, Stafford, TX 77877
(201) 566-3000

DRAWN
CC
CHECKED
RWV
DATE
AUG 14, 2023
SCALE
1" = 40'-0"
JOB NO.

SHEET

A-10

SITE PLAN - OVERALL WITH FUTURE BUILDINGS

SCALE: 1" = 40'-0"

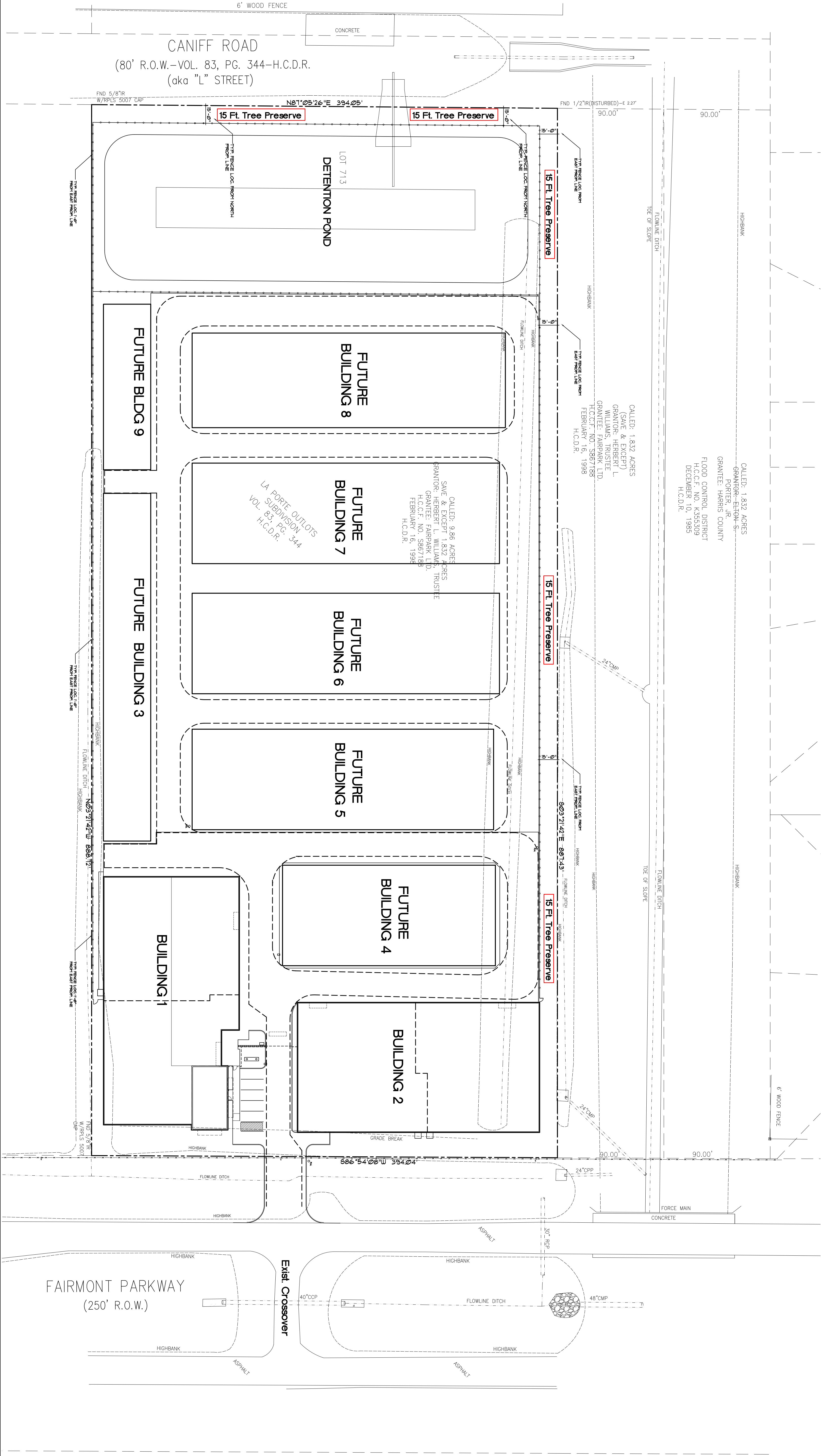


EXHIBIT C

STANDARDS FOR DEVELOPMENT

1. A development site plan shall be submitted in accordance with applicable requirements of the City of La Porte's Development Ordinance (Chapter 86 of the City's Code of Ordinances) and the City of La Porte's Zoning Ordinance (Chapter 106 of the City's Code of Ordinances) and all other department reviews and applicable laws and ordinances of the City of La Porte and the State of Texas.
2. The property is zoned General Commercial (GC). All GC zoning and development requirements apply to the development of the Tract, with the exception of any additional and/or more stringent requirements/standards as outlined in this exhibit and/or the Development Agreement.
3. Permitted use on the Tract is limited to Mini-warehouse and self-storage, in accordance with NAICS #531130-"Lessors of Mini-warehouses and Self-Storage Units".
4. The outside storage or staging of commercial motor vehicles, trucks, automobiles, trailers, equipment, or supplies is prohibited on the Tract. In all cases such items must be completely enclosed within a mini-warehouse/self-storage unit. Outside storage is limited to personal boats and recreational vehicles.
5. Perimeter fencing may be constructed of either masonry, wrought iron, decorative tubular steel, or chain-link that is 100% opaque. Use of wood or barbed wire is prohibited.
6. Perimeter fencing must be 8' tall.
7. Security cameras must be installed and maintained throughout the lifetime of the development.
8. Onsite lighting must be hooded and include motion sensors to limit light pollution on existing adjacent properties.
9. Access to the Tract by customers must be limited to the hours of 6:00 AM – 9:00 PM. No after-hours access shall be granted to any customer.
10. No modular or temporary structures, include shipping containers, may be utilized or situated at the Tract at any time for any purpose.
11. Banner signs meant to be temporary in nature are prohibited on site. All signage advertising the business must be permanent in nature and construction.

12. All onsite paving must consist of concrete. Asphalt, chip seal, or any other material is not permitted.

13. All onsite detention and drainage is required to discharge into the existing drainage channel east of the Tract.

14. Drainage calculations must follow Harris County requirements.

15. A minimum fifteen (15) foot landscape strip shall be required along the northern and eastern property lines of the Tract to act as a buffer from adjacent properties. Any existing vegetation within this strip must be preserved and maintained. Any new plantings shall consist of shade trees and evergreen shrubs as listed in the City of La Porte's recommended tree list.

16. All necessary documentation for building permit review must be submitted in conjunction with the city's building permit application process for any proposed building improvements.



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: August 28, 2023

Requested By: Matt Daeumer,
Asst. City Manager

Department: Administration/CMO

☒ Report ☐ Resolution ☐ Ordinance

Exhibits: Application, IRS Determination Letter,
Sponsorship Policy, 2021 Harvest Banquet Budget, &
2022 Harvest Banquet Budget

Appropriation

Source of Funds: 001 – General Fund

Account Number: 001-6061-565-2075

Amount Budgeted: \$1,000.00

Amount Requested: \$2,500.00

Budgeted Item: ☒ Yes ☐ No

SUMMARY & RECOMMENDATION

In previous years, the City of La Porte has partnered with the La Porte Community Civic Club (LPCCC) for the Juneteenth Celebration. In addition to Juneteenth, the LPCCC hosts an Annual Harvest Banquet, which is their largest fundraiser. The Harvest Festival is a time to give back to the La Porte community, scheduled for November 10, 2023.

The LPCCC is a registered non-profit organization. This year, LPCCC would like the City of La Porte to be a partner for the 42nd Annual Harvest Banquet. The LPCCC is expecting 200 people in attendance, ranging from all types of community members and professionals. This event grants the community an open invitation for engagement and participation in this event. The LPCCC would like to advertise the city's partnership for the Annual Harvest Festival via social media and flyers.

The LPCCC spent \$6,225.50 on the event in 2021 and \$5,295.00 on the event in 2022. The budget provided to us shows that the actual cost for the event in both years exceeded what they budgeted, as the event has grown significantly. To make this year's Annual Harvest Festival a success, they would like to request a monetary donation in the amount of \$2,500.00 to assist with the costs of this celebration, instead of the \$1,000.00 that was budgeted. Although, we only budgeted \$1,000.00 for this event, staff has identified other funds in the current budget to allocate to this project.

City staff ask that City Council consider and approve an amount up to \$2,500.00 sponsorship to the LPCCC for the 42nd Annual Harvest Banquet.

STRATEGIC PLAN STRATEGY AND GOAL

1.1 Build better relationships with our partners.

2.1 Establish a program to promote the City of La Porte.

Approval of this sponsorship request will promote community engagement and relationships between the City of La Porte and community organizations.

ACTION REQUIRED BY THE CITY COUNCIL

Approve the request for sponsorship to the La Porte Community Civic Club for the 42nd Annual Harvest Banquet in an amount up to \$2,500.00.

Approved for the City Council meeting agenda.

Corby D. Alexander, City Manager

Date

Harvest Banquet Budget

2021 Budget

	Proposed	Actual
Food	\$975.00	\$2,000.00
Entertainment	\$1,500.00	\$2,500.00
Venue	0.00	\$0.00
Decor	\$500.00	\$1,100.00
Marketing	\$200.00	\$625.50
Total:	\$3,175.00	\$6,225.50

2022 Budget

	Proposed	Actual
Food	\$1,200.00	\$2,000.00
Entertainment	\$1,500.00	\$2,500.00
Venue	0.00	\$0.00
Decor	\$200.00	\$700.00
Marketing	\$600.00	\$725.00
Total:	\$3,500.00	\$5,295.00

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

DEC 06 2011

THE LA PORTE COMMUNITY CIVIC CLUB
C/O BRUCE HAMMACK
10510 SPENCER HIGHWAY
LA PORTE, TX 77571

Employer Identification Number:

20-0719505

DLN:

17053298361021

Contact Person:

JASON T SAMMONS

ID# 31616

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

December 31

Public Charity Status:

170(b)(1)(A)(vi)

Form 990 Required:

Yes

Effective Date of Exemption:

May 15, 2010

Contribution Deductibility:

Yes

Addendum Applies:

Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

THE LA PORTE COMMUNITY CIVIC CLUB

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

A handwritten signature in dark ink, appearing to read "Lois G. Lerner". The signature is fluid and cursive, with the first name "Lois" being more prominent.

Lois G. Lerner
Director, Exempt Organizations

Enclosure: Publication 4221-PC

THE LA PORTE COMMUNITY CIVIC CLUB

We considered and approved your request for retroactive reinstatement under Notice 2011-43.



Sponsorship Policy

I. Introduction

The purpose of this sponsorship policy is to provide administrators with guidelines when the City is approached by organizations to support local festivals, special events, community projects or programs.

The City of La Porte recognizes the value of these partnerships to the community but also its charge to maintain fiscal responsibility. The following policy has been established to direct when co-sponsorship or in-kind services can be approved.

II. Definitions

- *In-Kind Contributions:* Donations of goods, services, or time instead of cash.
- *Opportunity:* The program or event in which the applicant is asking for City participation, whether it be cash or in-kind.
- *Sponsorship:* When the City decides to donate either cash or in-kind contributions to an opportunity promoted by an organization to support local festivals, special events, community projects or programs.

III. Policy

In order to be considered for approval, the opportunity must:

- Move forward the mission and goals of the City of La Porte.
- Have an entirely filled application form.
- Demonstrate value to either the Citizens of La Porte, the La Porte Business Community, or the area as a whole
- Conform to all applicable federal and state statutes, and to all applicable City ordinances, policies, and practices.
- The sponsorship must not result in any competitive advantage, benefit, or preferential treatment for the sponsor outside of the sponsorship agreement.
- Be presented to City staff at least one month before the opportunity is to take place. If the City is being asked to participate more than \$10,000, the application must be in by February 15th before the budget year in which the opportunity takes place.
- Show the City logo on all materials showing event sponsors.
- Get pre-approval of the use of City logo, slogan, branding statement, or quote.

- Opportunities receiving money from Local Hotel Occupancy Tax revenues must comply with state law, show collaboration with at least one local hotel or motel beforehand and complete an after-action report.

Also note:

- Sponsorship approvals are made on an annual basis and shall be considered as one-time approvals. City participation should not be an expected line item in the receiving organization's budget.
- The City reserves the right to assess all activities at any time to ensure all rules, regulations, conditions of use, and City and health and safety laws are not violated. Sponsorships and in-kind services can be revoked at any time, effective immediately.
- The opportunity cannot be held to advocate a political position or figure.
- The hosting organization will not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sex, or sexual orientation. Further, the organization must agree to conform to the requirements of the Americans with Disabilities Act.
- Religious organizations, companies, or groups may obtain sponsorships if the proposed program, event, or project neither promotes religious messages nor advocates for or promotes religious beliefs.
- Any sponsorship above \$1,000 must be approved by the La Porte City Council.
- Purchases of tickets for city officials and/or for tables at functions promoted by organizations of which the City is a member, regardless of the cumulative amount donated by the City for individual tickets and/or for a table at the event, are exempt from this policy and do not require approval by the La Porte City Council.



Sponsorship Request Application

The City of La Porte is excited to potentially partner with your program or event. Please fill out the information below and return it to the City.


Organization Name: La Porte Community Civic Club	Contact Name: Nakia Moore
Federal Tax I.D.: 20-0719505	Contact Number: (832) 605-3898
Organization Address: P.O. Box 1768, La Porte, TX 77571	Contact Email: lpcommunitycivicclub@gmail.com
City/State/ZIP: P.O. Box 1768, La Porte, TX 77571	Which Describes Your Organization? For-Profit Corporation: <input type="checkbox"/> 501.C*: <input checked="" type="checkbox"/> Government Entity: <input type="checkbox"/>

*If you have identified your organization as a 501.C, please attach a copy of your IRS determination letter

Funding

Please Indicate Sponsorship Type Requested: Monetary <input checked="" type="checkbox"/> In-Kind <input type="checkbox"/>
Describe In-Kind Services Requested: Food, decor, venue, and entertainment
Total Amount Requested: \$2,500.00
Name of the Program/Event: 42nd Annual Harvest Banquet
Describe the Program/Event: We are an African American non-profit organization that has been in existence for almost 50 years serving the community and this is the largest fundraiser we have to give back to the community. The La Porte Community Civic Club's mission is to aid and educate the citizens of La Porte, Texas, to preserve, protect, and improve the quality of life among the area's citizens. The club seeks to enhance the community by incorporating an atmosphere of fellowship, public affairs, and exemplary leadership for a sustained future

I certify that all figures, facts and representations made in this application, including attachments, are true and correct to the best of my knowledge and that I am empowered to sign on behalf of the applicant organization.

X 

Applicant Representative, Date

About Your Event or Program

Are you requesting sponsorship for an event or program? ☒ Event ☐ Program

Official name of the event or program: 42nd Annual Harvest Banquet

Dates(s) of event/program: November 10, 2023

Time(s) and duration of event/program: 7:00 pm to 10:00 pm (3 hours)

Physical location of the event/program: 1 Sylvan Beach Dr, La Porte, Texas 77571

Is this a request for an event/program in the city limits of La Porte or on city-owned property?

☒ Yes ☐ No

Total expected attendance: 200

How many hotel stays are expected? If none, answer N/A: N/A

Total event/program budget: \$6,500.00

*Please attach the budgeted and actual costs for the event/program the last 2 years.

Who is served by your event or program (Age range, profession, etc.)? 30-80 years of age, legal, educators, and community members.



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: August 28, 2023
Requested By: Matt Daeumer, Asst. City Mgr.
Department: Administration/CMO
☒ Report ☐ Resolution ☐ Ordinance

Exhibits: Current Agreement 2020-2023, New Agreement 2023-2026

Appropriation	
Source of Funds:	<u>N/A</u>
Account Number:	<u>N/A</u>
Amount Budgeted:	<u>N/A</u>
Amount Requested:	<u>N/A</u>
Budgeted Item:	<input type="radio"/> Yes <input checked="" type="radio"/> No

SUMMARY & RECOMMENDATION

The current three-year agreement between the City of La Porte and City of Morgan's Point to provide Emergency 9-1-1 Dispatch, Jail Services, Animal Control, Emergency Medical Services, Fire Suppression, and Fire Prevention (Fire Marshal's Office) services expires on September 30, 2023.

Staff is requesting City Council consider approval of a new agreement between the City of Morgan's Point and the City of La Porte for City fire dispatch, jail, animal control, EMS, fire suppression and fire prevention (Fire Marshal) services. This agreement allows La Porte to charge reasonable and customary charges and fees for services provided. In consideration for these services provided by the City of La Porte, the City of Morgan's Point will pay a monthly service fee of \$9,275.02. The fee amount is proportionately based on the total cost for the City of La Porte to maintain and operate all of these services and the population for the three cities that the City of La Porte provides these services to (La Porte, Morgan's Point, and Shoreacres). An additional 10% is added to total amount for contract administration and projected cost increases. This *monthly* amount represents an increase of 9.97% or \$840.64 (annual increase of \$10,087.68). The agreement will be in effect for a term of three years (October 1, 2023 through September 30, 2026) with a cancellation clause allowing either party to withdraw from the contract upon on hundred twenty (120) days written notice to the other party and allowing for a month-to-month renewal term until a new agreement is approved or agreement is cancelled.

The City of Morgan's Point City Administrator will present this agreement to his City Council on September 12, 2023. Additionally, City of La Porte staff have no issues with continuing to provide these services to the City of Morgan's Point; therefore, the recommendation of staff is for City Council to approve the agreement as submitted.

STRATEGIC PLAN STRATEGY AND GOAL

1.1 Build better relationships with our partners.

This contract allows us to provide services to our neighboring cities and keeps our partnership with them.

ACTION REQUIRED BY CITY COUNCIL

Authorize the City Manager to execute a three (3) year agreement for the City of La Porte to provide Emergency 9-1-1 Dispatch, Jail Services, Animal Control, Emergency Medical Services, Fire Suppression, and Fire Prevention (Fire Marshal's Office) services to the City of Morgan's Point for the period beginning October 1, 2023 at total monthly rate of \$9.275.02.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date

AGREEMENT

THE STATE OF TEXAS X

COUNTY OF HARRIS X

This Agreement made and entered into by and between the CITY OF LA PORTE, a municipal corporation of Harris County, Texas, hereinafter referred to as "LA PORTE" and the CITY OF MORGAN'S POINT, a municipal corporation of Harris County, Texas, hereinafter referred to as "CITY",

WITNESSETH

WHEREAS, CITY is in need of certain governmental services for the benefit of the people and property within its city limits, and

WHEREAS, LA PORTE is able and willing to provide said governmental services to CITY, upon the terms, conditions, and covenants herein contained:

NOW, THEREFORE, PURSUANT TO THE AUTHORITY GRANTED BY Chapter 791, "Interlocal Cooperation Contracts", Texas Government Code, and in consideration of the mutual covenants, agreements, and benefits to both cities, it is hereby agreed as follows:

A. GENERAL PROVISIONS

I.

For and during the three years beginning on the 1st day of October, 2020, and ending on the 30th day of September, 2023 ("Primary Term"), LA PORTE agrees to furnish CITY, the governmental services hereinafter more specifically described in sections B, C, D, E, F, and G of this agreement. Either party may cancel this agreement by providing one hundred twenty (120) days advance notice, as provided in Paragraph A-IV. This agreement will automatically renew on a month-to-month basis if not previously canceled by either party before the end of the Primary Term in accordance with Paragraph A-IV. Either party may cancel this agreement during any month-to-month renewal term by giving thirty (30) days written notice to the other party. This agreement supersedes any prior agreement between the parties on the subject matter hereof.

II.

For and in consideration of the governmental services to be provided by LA PORTE to CITY, CITY agrees to pay LA PORTE on a monthly basis, regardless of whether LA PORTE is needed, for the following services, to wit:

(1) Monthly base charge as follows:

Emergency 911 Dispatch and Jail Service	\$1,183.93
Fire Suppression & Prevention Service	\$3,251.40
Emergency Medical Service	\$3,628.01
Animal Control	\$371.04
Total	\$8,434.38

(2) The total of such base charges will be paid in full by CITY to LA PORTE, on or before the tenth (10th) day of the month following the month in which such services were available or rendered to CITY. Payments by CITY will be made from current revenues available to CITY.

III.

To the extent allowable under law, each party agrees to indemnify and hold harmless the other party from any and all claims, damages, costs of court, attorney's fees and related expenses incurred in the performance of its obligations under this agreement and occurring as a result of an act or omission of any officer, agent, employee or volunteer of either party.

IV.

Either party to this agreement may cancel during the Primary Term by giving one hundred twenty (120) days written notice to the other party. Such notice will be effective as of midnight of the sixtieth (120th) day following the day notice is received by CITY or LA PORTE. The cancelling party may unilaterally withdraw its notice of cancellation before said 120th day following the day notice is received by the non-cancelling party, but after such date the cancellation notice may be withdrawn only by mutual consent of the parties.

V.

CITY personnel will abide by all LA PORTE rules, regulations, and policies, as they now exist, or may be amended hereafter, relating to the services rendered including the use of facilities made available to the CITY under the terms of this agreement.

B. EMERGENCY 911 DISPATCH SERVICES

I.

LA PORTE agrees to receive telephone calls and to dispatch radio calls to CITY Law Enforcement, and to LA PORTE Fire and EMS units for response to locations in CITY.

II.

LA PORTE further agrees that a dispatcher will be available at the LA PORTE Police Department to render this service twenty-four (24) hours a day for the duration of this agreement.

C. JAIL

I.

LA PORTE agrees to allow CITY to temporarily confine persons arrested by CITY'S law enforcement officers in the LA PORTE City Jail until such time as they can be properly released or conveniently moved by the proper authorities to the Harris County Jail or other facility.

II.

CITY agrees to keep certifications current for all CITY law enforcement officers, as required by the Texas Commission on Law Enforcement, or other appropriate regulatory authority having jurisdiction, and will provide copies of same to LA PORTE, if requested.

III.

CITY will be solely responsible for the security of, medical care for, and all transportation of arrestees brought to or being taken from the LA PORTE jail, during transit only. Once the arrestee is booked into the LA PORTE jail, LA PORTE will have sole responsibility for the security of and medical care for arrestees. Costs for medical care

provided during transit, or while at the LA PORTE jail will be billed to the arrestee and/or their medical insurance provider.

IV.

LA PORTE may suspend service and may refuse to accept an arrestee from CITY, in its sole discretion.

D. FIRE SUPPRESSION

I.

LA PORTE agrees to provide fire suppression for real and personal property situated within CITY, for the term of this agreement, upon the following terms and conditions.

II.

Sole discretion will rest with the LA PORTE Fire Chief, or his duly authorized assistants, as to the fire fighters and equipment that will answer each fire alarm, provided that protection will be adequate (meaning reasonable protection, considering available fire fighters and equipment of LAPORTE'S Fire Department). However, in all cases the dispatch of fire fighters and equipment to protect property within CITY will be subordinate to requests for, and rendering of, fire protection within LA PORTE.

E. FIRE PREVENTION

I.

As part of this agreement, LA PORTE agrees to provide CITY with Fire Marshall Services to include plan review for compliance with the 2015 International Fire Code or the most recent version adopted by LA PORTE (2015 IFC) and all applicable National Fire Protection Association (NFPA), 2015 IFC Inspections, Fire Investigations and Response for fire and life safety complaints.

II.

Plan Review provided by LA PORTE within CITY will consist of received applications and plans from the design professional for each project to be forwarded to LA PORTE for review.

Plan reviews will be performed by LA PORTE for all non-residential construction projects initiated in the CITY. Turnaround time for plan reviews will be fifteen (15) days from the time the plans are received by LA PORTE.

The LA PORTE plan reviewer will document comments on the plans and submit a report to the design professional noting required corrections, clarifications, and resubmission of final draft. The plan reviewer will generate documentation for the CITY and review the submitted plans to document for compliance with all applicable codes.

Upon completion of the final review of the plans, the reviewer will generate a Fire Marshal's Office Plan Review Comment Approval Sheet, seal the plans, and submit the file to the CITY.

The CITY will be responsible for all communication of final approval between the CITY and the design professional.

LA PORTE will have final say on approval for all Fire Code construction permit reviews within the CITY. Any disputes between LA PORTE and the CITY pertaining to reviews for compliance with the 2015 International Fire Code (2015 IFC) or the most recent version adopted by LA PORTE and findings during 2015 IFC Fire Inspections will be resolved by the International Code Council Plan Review Services at the expense of the CITY.

III.

LA PORTE will conduct all new business inspections within the CITY on an as needed basis with a copy of the completed inspection report being forwarded to the CITY.

The CITY will be notified when new businesses have been inspected by LA PORTE that are found to be in compliance or a fire protection system is completed thereby enabling

the CITY to issue the business owner a Certificate of Inspection and/or a Certificate of Occupancy.

CITY will issue all Certificates of Compliance and Certificates of Completion.

IV.

LA PORTE will conduct all Fire and Life Safety Complaint inspections within the CITY on an as needed basis and will forward a copy of the inspection to the CITY.

V.

LA PORTE will respond and provide fire ground investigations within the CITY only to determine the origin and cause of the fire. Any follow-up investigative assistance will be at the request of the CITY. All fire investigations resulting in the determination of an incendiary cause will have a full origin and cause report provided to the CITY.

LA PORTE resources, policies and procedures will be utilized for all investigations conducted within the CITY.

The CITY will provide a licensed peace officer to assist LA PORTE at the fire scene at all times to perform case development along side of the LA PORTE Fire Marshal's Office Investigator. Fire ground investigations conducted by LA PORTE that determine a criminal act has occurred will be the responsibility of the CITY to file any and all criminal charges involving the fire ground investigation with the Harris County District Attorney's Office.

Fire investigations resulting in criminal charges within the CITY will have a case file generated and copies submitted to LA PORTE prior to charges being filed with the Harris County District Attorney's Office.

LA PORTE will not respond to, nor investigate any, fire related offenses which are only regulated by CITY ordinances, including but not limited to Open Burning, Fire Work Complaints and Fire Lane Parking Violations.

F. EMERGENCY MEDICAL SERVICE

I.

As part of the consideration expressed herein, LA PORTE agrees to provide emergency medical services within CITY. LA PORTE will transport patients to one of the nearest hospitals that provide emergency services as defined by the Transport Policy of the LA PORTE Emergency Medical Services, a copy of which is available at the LA PORTE EMS headquarters. LA PORTE will be permitted to charge, directly to each patient or patient representative, the patient's insurance carrier, or other responsible party, its most current and customary Emergency Medical Service charges as adopted by City Council, and codified in the La Porte Code of Ordinances Chapter 30, Appendix A.

II.

Sole discretion will rest with the LA PORTE EMS Chief, or his duly authorized assistants, as to the personnel and equipment that will answer each emergency medical services request, provided, emergency medical services protection will be adequate (meaning reasonable protection, considering available personnel and equipment of LA PORTE's Emergency Medical Services). However, in all cases the dispatch of paramedics and equipment to provide emergency medical services within CITY will be subordinate to requests for, and rendering of, emergency medical services within LA PORTE.

III.

LA PORTE agrees to operate the ambulances in accordance with the requirements of the State and Federal Law, and applicable ordinances of CITY, as now exist, and as may be amended from time to time hereafter.

G. ANIMAL CONTROL

I.

As part of the consideration expressed herein, LA PORTE agrees to provide animal control services within CITY. LA PORTE agrees to provide animal control services on a space available basis. LA PORTE reserves the right to refuse the service at any time to

accommodate its own needs. LA PORTE may respond at the request of the Morgan's Point Police Department during LA PORTE'S normal operating hours. Animals picked up in Morgan's Point will be subject to the same rules, regulations, and policies, as they now exist, or may be amended hereafter, relating to animals placed in the facility owned by LA PORTE.

II.

In addition to the consideration expressed herein, CITY agrees to pay LA PORTE the reasonable and customary fees as established by LA PORTE for the same services rendered to residents of LA PORTE, including, but not limited to daily impound fees, feeding and euthanasia. CITY will pay such amount as may be outstanding and unpaid by the animal owner or other who may claim the animal, if any. LA PORTE agrees not to release any impounded animal without receiving payment in full for all services rendered by LA PORTE from the animal owner or other person who may claim the animal.

III.

LA PORTE agrees to make a minimum of two trips weekly through CITY with LA PORTE'S equipment and personnel. Such trips will be at the convenience of LA PORTE.

IV.

LA PORTE agrees to respond to CITY on a space and time available basis to animal control emergencies during normal operating hours as requested by CITY.

V.

LA PORTE will not be liable for loss or damage to person or property arising from or caused by or resulting from alleged negligence of LA PORTE, its officers or employees or volunteers in carrying out the terms of this agreement. CITY agrees to indemnify, to the extent allowed by law, and save and hold LA PORTE harmless, from any such claim for loss or damage by itself, or by any person, firm, corporation, or association, in connection with this agreement.

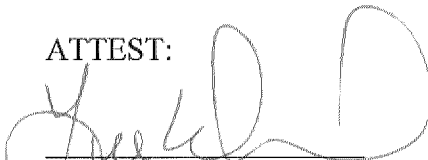
WITNESS OUR HANDS and the seals of our respective Cities, effective as of the 1st day of October, 2020.

PASSED AND APPROVED by the City Council of the City of La Porte, by Ordinance No. N/A, on the 24th day of August, 2020.

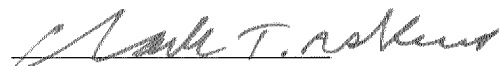
CITY OF LA PORTE, TEXAS

By: 
City Manager

ATTEST:

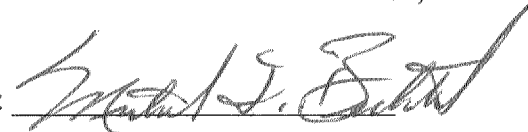

City Secretary

APPROVED AS TO FORM:



City Attorney

PASSED AND APPROVED by the City Council of the City of Morgan's Point, by on the 14th day of July, 2020.

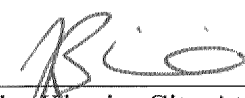
CITY OF MORGAN'S POINT, TEXAS

By: 
Michel J. Bechtel, Mayor

ATTEST:


Megan Mayes, City Secretary

APPROVED AS TO FORM:


Tim Kirwin, City Attorney

AGREEMENT

THE STATE OF TEXAS X
COUNTY OF HARRIS X

This Agreement made and entered into by and between the CITY OF LA PORTE, a municipal corporation of Harris County, Texas, hereinafter referred to as “LA PORTE” and the CITY OF MORGAN’S POINT, a municipal corporation of Harris County, Texas, hereinafter referred to as “CITY”,

WITNESSETH

WHEREAS, CITY is in need of certain governmental services for the benefit of the people and property within its city limits, and

WHEREAS, LA PORTE is able and willing to provide said governmental services to CITY, upon the terms, conditions, and covenants herein contained:

NOW, THEREFORE, PURSUANT TO THE AUTHORITY GRANTED BY Chapter 791, “Interlocal Cooperation Contracts”, Texas Government Code, and in consideration of the mutual covenants, agreements, and benefits to both cities, it is hereby agreed as follows:

A. GENERAL PROVISIONS

I.

For and during the three years beginning on the 1st day of October, 2023, and ending on the 30th day of September, 2026 (“Primary Term”), LA PORTE agrees to furnish CITY, the governmental services hereinafter more specifically described in sections B, C, D, E, F, and G of this agreement. Either party may cancel this agreement by providing one hundred twenty (120) days advance notice, as provided in Paragraph A-IV. This agreement will automatically renew on a month-to-month basis if not previously canceled by either party before the end of the Primary Term in accordance with Paragraph A-IV. Either party may cancel this agreement during any month-to-month renewal term by giving thirty (30) days written notice to the other party. This agreement supersedes any prior agreement between the parties on the subject matter hereof.

II.

For and in consideration of the governmental services to be provided by LA PORTE to CITY, CITY agrees to pay LA PORTE on a monthly basis, regardless of whether LA PORTE is needed, for the following services, to wit:

(1) Monthly base charge as follows:

Emergency 911 Dispatch and Jail Service	\$1,350.65
Fire Suppression & Prevention Service	\$3,563.42
Emergency Medical Service	\$3,849.63
Animal Control	<u>\$ 511.32</u>
Total	\$9,275.02

(2) The total of such base charges will be paid in full by CITY to LA PORTE, on or before the tenth (10th) day of the month following the month in which such services were available or rendered to CITY. Payments by CITY will be made from current revenues available to CITY.

III.

To the extent allowable under law, each party agrees to indemnify and hold harmless the other party from any and all claims, damages, costs of court, attorney's fees and related expenses incurred in the performance of its obligations under this agreement and occurring as a result of an act or omission of any officer, agent, employee or volunteer of either party.

IV.

Either party to this agreement may cancel during the Primary Term by giving one hundred twenty (120) days written notice to the other party. Such notice will be effective as of midnight of the one hundred twentieth (120th) day following the day notice is received by CITY or LA PORTE. The cancelling party may unilaterally withdraw its notice of cancellation before said 120th day following the day notice is received by the non-cancelling party, but after such date the cancellation notice may be withdrawn only by mutual consent of the parties.

V.

CITY personnel will abide by all LA PORTE rules, regulations, and policies, as they now exist, or may be amended hereafter, relating to the services rendered including the use of facilities made available to the CITY under the terms of this agreement.

B. EMERGENCY 911 DISPATCH SERVICES

I.

LA PORTE agrees to receive telephone calls and to dispatch radio calls to CITY Law Enforcement, and to LA PORTE Fire and EMS units for response to locations in CITY.

II.

LA PORTE further agrees that a dispatcher will be available at the LA PORTE Police Department to render this service twenty-four (24) hours a day for the duration of this agreement.

C. JAIL

I.

LA PORTE agrees to allow CITY to temporarily confine persons arrested by CITY'S law enforcement officers in the LA PORTE City Jail until such time as they can be properly released or conveniently moved by the proper authorities to the Harris County Jail or other facility.

II.

CITY agrees to keep certifications current for all CITY law enforcement officers, as required by the Texas Commission on Law Enforcement, or other appropriate regulatory authority having jurisdiction, and will provide copies of same to LA PORTE, if requested.

III.

CITY will be solely responsible for the security of, medical care for, and all transportation of arrestees brought to or being taken from the LA PORTE jail, during transit only. Once the arrestee is booked into the LA PORTE jail, LA PORTE will have sole responsibility for the security of and medical care for arrestees. Costs for medical care

provided during transit, or while at the LA PORTE jail will be billed to the arrestee and/or their medical insurance provider.

IV.

LA PORTE may suspend service and may refuse to accept an arrestee from CITY, in its sole discretion.

D. FIRE SUPPRESSION

I.

LA PORTE agrees to provide fire suppression for real and personal property situated within CITY, for the term of this agreement, upon the following terms and conditions.

II.

Sole discretion will rest with the LA PORTE Fire Chief, or his duly authorized assistants, as to the fire fighters and equipment that will answer each fire alarm, provided that protection will be adequate (meaning reasonable protection, considering available fire fighters and equipment of LAPORTE'S Fire Department). However, in all cases the dispatch of fire fighters and equipment to protect property within CITY will be subordinate to requests for, and rendering of, fire protection within LA PORTE.

E. FIRE PREVENTION

I.

As part of this agreement, LA PORTE agrees to provide CITY with Fire Marshall Services to include plan review for compliance with the 2018 International Fire Code or the most recent version adopted by LA PORTE (2018 IFC) and all applicable National Fire Protection Association (NFPA), 2018 IFC Inspections, Fire Investigations and Response for fire and life safety complaints.

II.

Plan Review provided by LA PORTE within CITY will consist of received applications and plans from the design professional for each project to be forwarded to LA PORTE for review.

Plan reviews will be performed by LA PORTE for all non-residential construction projects initiated in the CITY. Turnaround time for plan reviews will be fifteen (15) days from the time the plans are received by LA PORTE.

The LA PORTE plan reviewer will document comments on the plans and submit a report to the design professional noting required corrections, clarifications, and resubmission of final draft. The plan reviewer will generate documentation for the CITY and review the submitted plans to document for compliance with all applicable codes.

Upon completion of the final review of the plans, the reviewer will generate a Fire Marshal's Office Plan Review Comment Approval Sheet, seal the plans, and submit the file to the CITY.

The CITY will be responsible for all communication of final approval between the CITY and the design professional.

LA PORTE will have final say on approval for all Fire Code construction permit reviews within the CITY. Any disputes between LA PORTE and the CITY pertaining to reviews for compliance with the 2018 International Fire Code (2018 IFC) or the most recent version adopted by LA PORTE and findings during 2018 IFC Fire Inspections will be resolved by the International Code Council Plan Review Services at the expense of the CITY.

III.

LA PORTE will conduct all new business inspections within the CITY on an as needed basis with a copy of the completed inspection report being forwarded to the CITY.

The CITY will be notified when new businesses have been inspected by LA PORTE that are found to be in compliance or a fire protection system is completed thereby enabling

the CITY to issue the business owner a Certificate of Inspection and/or a Certificate of Occupancy.

CITY will issue all Certificates of Compliance and Certificates of Completion.

IV.

LA PORTE will conduct all Fire and Life Safety Complaint inspections within the CITY on an as needed basis and will forward a copy of the inspection to the CITY.

V.

LA PORTE will respond and provide fire ground investigations within the CITY only to determine the origin and cause of the fire. Any follow-up investigative assistance will be at the request of the CITY. All fire investigations resulting in the determination of an incendiary cause will have a full origin and cause report provided to the CITY.

LA PORTE resources, policies and procedures will be utilized for all investigations conducted within the CITY.

The CITY will provide a licensed peace officer to assist LA PORTE at the fire scene at all times to perform case development along side of the LA PORTE Fire Marshal's Office Investigator. Fire ground investigations conducted by LA PORTE that determine a criminal act has occurred will be the responsibility of the CITY to file any and all criminal charges involving the fire ground investigation with the Harris County District Attorney's Office.

Fire investigations resulting in criminal charges within the CITY will have a case file generated and copies submitted to LA PORTE prior to charges being filed with the Harris County District Attorney's Office.

LA PORTE will not respond to, nor investigate any, fire related offenses which are only regulated by CITY ordinances, including but not limited to Open Burning, Fire Work Complaints and Fire Lane Parking Violations.

F. EMERGENCY MEDICAL SERVICE

I.

As part of the consideration expressed herein, LA PORTE agrees to provide emergency medical services within CITY. LA PORTE will transport patients to one of the nearest hospitals that provide emergency services as defined by the Transport Policy of the LA PORTE Emergency Medical Services, a copy of which is available at the LA PORTE EMS headquarters. LA PORTE will be permitted to charge, directly to each patient or patient representative, the patient's insurance carrier, or other responsible party, its most current and customary Emergency Medical Service charges as adopted by City Council, and codified in the La Porte Code of Ordinances Chapter 30, Appendix A.

II.

Sole discretion will rest with the LA PORTE EMS Chief, or his duly authorized assistants, as to the personnel and equipment that will answer each emergency medical services request, provided, emergency medical services protection will be adequate (meaning reasonable protection, considering available personnel and equipment of LA PORTE's Emergency Medical Services). However, in all cases the dispatch of paramedics and equipment to provide emergency medical services within CITY will be subordinate to requests for, and rendering of, emergency medical services within LA PORTE.

III.

LA PORTE agrees to operate the ambulances in accordance with the requirements of the State and Federal Law, and applicable ordinances of CITY, as now exist, and as may be amended from time to time hereafter.

G. ANIMAL CONTROL

I.

As part of the consideration expressed herein, LA PORTE agrees to provide animal control services within CITY. LA PORTE agrees to provide animal control services on a space available basis. LA PORTE reserves the right to refuse the service at any time to

accommodate its own needs. LA PORTE may respond at the request of the Morgan's Point Police Department during LA PORTE'S normal operating hours. Animals picked up in Morgan's Point will be subject to the same rules, regulations, and policies, as they now exist, or may be amended hereafter, relating to animals placed in the facility owned by LA PORTE.

II.

In addition to the consideration expressed herein, CITY agrees to pay LA PORTE the reasonable and customary fees as established by LA PORTE for the same services rendered to residents of LA PORTE, including, but not limited to daily impound fees, feeding and euthanasia. CITY will pay such amount as may be outstanding and unpaid by the animal owner or other who may claim the animal, if any. LA PORTE agrees not to release any impounded animal without receiving payment in full for all services rendered by LA PORTE from the animal owner or other person who may claim the animal.

III.

LA PORTE agrees to make a minimum of two trips weekly through CITY with LA PORTE'S equipment and personnel. Such trips will be at the convenience of LA PORTE.

IV.

LA PORTE agrees to respond to CITY on a space and time available basis to animal control emergencies during normal operating hours as requested by CITY.

V.

LA PORTE will not be liable for loss or damage to person or property arising from or caused by or resulting from alleged negligence of LA PORTE, its officers or employees or volunteers in carrying out the terms of this agreement. CITY agrees to indemnify, to the extent allowed by law, and save and hold LA PORTE harmless, from any such claim for loss or damage by itself, or by any person, firm, corporation, or association, in connection with this agreement.

WITNESS OUR HANDS and the seals of our respective Cities, effective as of the 1st day of October 2023.

PASSED AND APPROVED by the City Council of the City of La Porte, by Ordinance No. _____, on the _____ day of _____, 2023.

CITY OF LA PORTE, TEXAS

By: _____

City Manager

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

PASSED AND APPROVED by the City Council of the City of Morgan's Point, by on the _____ day of _____, 2023.

CITY OF MORGAN'S POINT, TEXAS

By: _____

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: August 28, 2023
Requested By: Matt Daeumer, Asst. City Mgr.
Department: Administration/CMO
☒ Report ☐ Resolution ☐ Ordinance

Exhibits: Current Agreement 2020-2023, and New Agreement 2023-2026

Appropriation	
Source of Funds:	<u>N/A</u>
Account Number:	<u>N/A</u>
Amount Budgeted:	<u>N/A</u>
Amount Requested:	<u>N/A</u>
Budgeted Item:	<input type="radio"/> Yes <input checked="" type="radio"/> No

SUMMARY & RECOMMENDATION

The current three-year agreement between the City of La Porte and City of Shoreacres to provide Emergency 9-1-1 Dispatch and Jail Services expires on September 30, 2023.

Staff is requesting City Council consider approval of a new agreement between the City of Shoreacres and the City of La Porte for City jail and dispatch services. This agreement allows La Porte to charge reasonable and customary charges and fees for services provided. In consideration for the jail and dispatch services provided by the City of La Porte, the City of Shoreacres will pay a monthly service fee of \$6,327.49. The fee amount is proportionately based on the total cost for the City of La Porte to maintain and operate a Jail and Emergency Communications Center (9-1-1 Dispatch) and the population for the three cities that the City of La Porte provides these services to (La Porte, Morgan's Point, and Shoreacres). An additional 10% is added to total amount for contract administration and projected cost increases. This monthly amount represents an increase of 14.45% or \$799.04 (annual increase of \$9,588.48). The agreement will be in effect for a term of three years (October 1, 2023 through September 30, 2026) with a cancellation clause allowing either party to withdraw from the contract upon on hundred twenty (120) days written notice to the other party and allowing for a month-to-month renewal term until a new agreement is approved or agreement is cancelled.

The City of Shoreacres City Administrator will present this agreement to his City Council on September 11, 2023. Additionally, City of La Porte staff no issues with continuing to provide these services to the City of Shoreacres; therefore, the recommendation of staff is for City Council to approve the agreement as submitted.

STRATEGIC PLAN STRATEGY AND GOAL

1.1 Build better relationships with our partners.

This contract allows us to provide services to our neighboring cities and keeps our partnership with them.

ACTION REQUIRED BY CITY COUNCIL

Authorized the City Manager to execute the three (3) year agreement for the City of La Porte to provide Emergency 9-1-1 Dispatch and Jail Services to the City of Shoreacres for the period beginning October 1, 2023, at total monthly rate of \$6,352.07.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date

AGREEMENT

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This Agreement made and entered into by and between the CITY OF LA PORTE, TEXAS, a municipal corporation of Harris County, Texas, hereinafter referred to as "LA PORTE" and the CITY OF SHOREACRES, TEXAS, a municipal corporation of Harris County, Texas, hereinafter referred to as "CITY",

WITNESSETH

WHEREAS, CITY is in need of certain governmental services for the benefit of the people and property within its city limits, and

WHEREAS, LA PORTE is able and willing to provide said governmental services to CITY, upon the terms, conditions, and covenants herein contained:

NOW, THEREFORE, PURSUANT TO THE AUTHORITY GRANTED BY Chapter 791, "Interlocal Cooperation Contracts", Texas Government Code, and in consideration of the mutual covenants, agreements, and benefits to both cities, it is hereby agreed as follows:

A. GENERAL PROVISIONS

I.

For and during the three year period beginning on the 1st day of October, 2020, and ending on the 30th day of September, 2023, LA PORTE agrees to furnish CITY, the governmental services hereinafter more specifically described in Sections B and C of this Agreement. Either party may cancel this Agreement by providing one hundred twenty (120) days advance notice, as provided with Paragraph A-IV. This agreement will automatically renew on a month-to-month basis if not previously canceled by either party before the end of the Primary Term in accordance with Paragraph A-IV. Either party may cancel this Agreement during any month-to-month term

by giving thirty (30) days written notice to the other party. This Agreement supersedes any prior agreement between the parties on the subject matter hereof.

II.

For and in consideration of the governmental services to be provided by LA PORTE to CITY, CITY agrees to pay LA PORTE on a monthly basis, regardless of whether LA PORTE is needed, for the following services, to wit:

(1)	Monthly base charge as follows:	
	Jail Service	\$1,760.23
	Emergency Dispatch/911 Service	\$3,768.22
	Total	\$5,528.45

(2) The total of such base charges will be paid in full by CITY to LA PORTE, on or before the tenth (10th) day of the month following the month in which such services were available or rendered to CITY. Payments by CITY will be made from current revenues available to the CITY.

III.

To the extent allowable under law, each party agrees to indemnify and hold harmless the other party from any and all claims, damages, costs of court, attorney's fees and related expenses incurred in the performance of its obligations under this agreement and occurring as a result of an act or omission of any officer, agent, employee or volunteer of either party.

IV.

Either party to this agreement may cancel during the Primary Term by giving one hundred twenty (120) days written notice to the other party. Such notice will be effective as of midnight of the sixtieth (60th) day following the day notice is received by CITY or LA PORTE. The cancelling party may unilaterally withdraw its notice of cancellation before said 60th day following the day notice is received by the non-cancelling party, but after such date the cancellation notice may be withdrawn only by mutual consent of the parties.

V.

CITY personnel shall abide by all LA PORTE rules, regulations, and policies, as they now exist, or may be amended hereafter, relating to the services rendered including the use of facilities made available to the CITY under the terms of this agreement.

B. EMERGENCY 911 DISPATCH SERVICES

I.

LA PORTE agrees to receive telephone calls and to dispatch radio calls to CITY Law Enforcement for response to locations in CITY.

II.

LA PORTE further agrees that a dispatcher will be available at the LA PORTE Police Department to render this service twenty-four (24) hours a day for the duration of this agreement.

III.

CITY agrees to purchase and maintain its own portable and/or mobile radios, which must be interoperable with the LA PORTE radio system. The CITY must also maintain a separate access agreement with the City of Houston, which owns the public safety trunked radio system that is licensed by the Federal Communications Commission, which permits radio communications and transmissions via radio units.

C. JAIL SERVICES

I.

LA PORTE agrees to allow CITY to temporarily confine persons arrested by CITY'S law enforcement officers in the LA PORTE City Jail until such time as they can be properly released or conveniently moved by the proper authorities to the Harris County Jail or other facility.

II.

CITY agrees to keep certifications current of all law enforcement officers, as required by the Texas Commission on Law Enforcement, or other appropriate regulatory authority having jurisdiction, and will provide copies of same to LA PORTE, if requested.

III.

CITY will be solely responsible for the security of, medical care for, and all transportation of arrestees brought to or being taken from the LA PORTE jail, during transit only. Once the arrestee is booked into the LA PORTE jail, LA PORTE will have sole responsibility for the security of and medical care for arrestees. Cost for medical care provided during transit, or while at LA PORTE jail will be billed to the arrestee and/or their medical insurance provider.

IV.

LA PORTE may suspend service and may refuse to accept an arrestee from CITY, in its sole discretion.

V.


CITY will be solely responsible for providing appropriate magistrate services for arrestees brought to the LA PORTE jail by officers of the City of Shoreacres.

WITNESS OUR HANDS and the seals of our respective Cities, effective as of the 1st day of October, 2020.

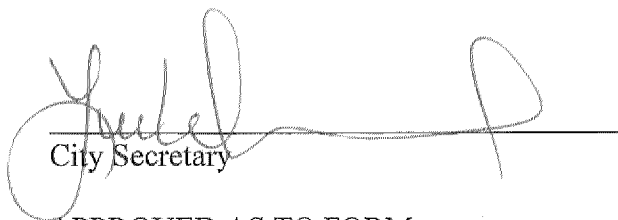
PASSED AND APPROVED by the City Council of the City of La Porte, Texas, on the 24th day of August, 2020.

CITY OF LA PORTE, TEXAS

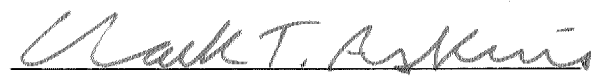
By:


Corby D. Alexander
City Manager

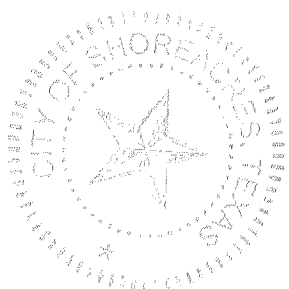
ATTEST:


City Secretary

APPROVED AS TO FORM:

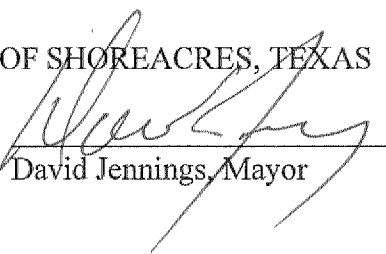

City Attorney

PASSED AND APPROVED by the City Council of the City of SHOREACRES, Texas,
on the 10, day of August, 2020.



CITY OF SHOREACRES, TEXAS


By:


David Jennings, Mayor

ATTEST:


Debbie C. Nesbitt, City Secretary

APPROVED AS TO FORM:


Chris Gregg, City Attorney

Sig
He

**RESOLUTION NO. 2020-390
CITY OF SHOREACRES, TEXAS**

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT BETWEEN THE CITY OF SHOREACRES AND THE CITY OF LA PORTE POLICE DEPARTMENT TO PROVIDE JAIL AND EMERGENCY DISPATCH SERVICES; MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

* * * * *

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHOREACRES THAT:

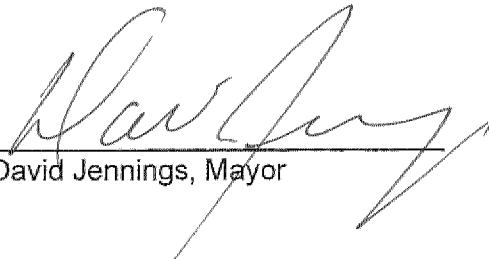
Section 1. The City Council hereby approves and authorizes the contract, agreement, or other undertaking described in the title of this resolution, a copy of which attached hereto and is on file in the office of the City Secretary. The Mayor is hereby authorized to execute all related documents on behalf of the City of Shoreacres to confirm acceptance by the City of Shoreacres. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 2. The City Council officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 3. This resolution shall be effective from and after its passage and approval, and it is so ordered.

PASSED AND APPROVED this the 10th day of August 2020.




 David Jennings, Mayor

ATTEST:



Debbie C. Nesbitt
 City Secretary

M/2		Yea	Nay	N/V	Absent
	D. Jennings	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
M	R. Hoskins	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	N. Moyer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	B. Bunker	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	J. McKown	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	F. Ramos	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Passed/~~Failed~~


 Debbie Nesbitt, City Secretary - Date

8-10-20

AGREEMENT

THE STATE OF TEXAS §

COUNTY OF HARRIS §

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WITNESSETH

WHEREAS, CITY is in need of certain governmental services for the benefit of the people and property within its city limits, and

WHEREAS, LA PORTE is able and willing to provide said governmental services to CITY, upon the terms, conditions, and covenants herein contained:

NOW, THEREFORE, PURSUANT TO THE AUTHORITY GRANTED BY Chapter 791, "Interlocal Cooperation Contracts", Texas Government Code, and in consideration of the mutual covenants, agreements, and benefits to both cities, it is hereby agreed as follows:

A. GENERAL PROVISIONS

I.

For and during the three year period beginning on the 1st day of October, 2023, and ending on the 30th day of September, 2026 ("Primary Term"), LA PORTE agrees to furnish CITY, the governmental services hereinafter more specifically described in Sections B and C of this Agreement. Either party may cancel this Agreement by providing one hundred twenty (120) days advance notice, as provided with Paragraph A-IV. This agreement will automatically renew on a month-to-month basis if not previously canceled by either party before the end of the Primary Term in accordance with Paragraph A-IV. Either party may cancel this Agreement during any month-to-month term by giving thirty (30) days written notice to the other party. This Agreement supersedes any prior agreement between the parties on the subject matter hereof.

II.

For and in consideration of the governmental services to be provided by LA PORTE to CITY, CITY agrees to pay LA PORTE on a monthly basis, regardless of whether LA PORTE is needed, for the following services, to wit:

(1)	Monthly base charge as follows:	
	Jail Service	\$1,880.58
	Emergency Dispatch/911 Service	<u>\$4,446.93</u>
	Total	\$6,327.51

(2) The total of such base charges will be paid in full by CITY to LA PORTE, on or before the tenth (10th) day of the month following the month in which such services were available or rendered to CITY. Payments by CITY will be made from current revenues available to the CITY.

III.

To the extent allowable under law, each party agrees to indemnify and hold harmless the other party from any and all claims, damages, costs of court, attorney's fees and related expenses incurred in the performance of its obligations under this agreement and occurring as a result of an act or omission of any officer, agent, employee or volunteer of either party.

IV.

Either party to this agreement may cancel during the Primary Term by giving one hundred twenty (120) days written notice to the other party. Such notice will be effective as of midnight of the sixtieth (60th) day following the day notice is received by CITY or LA PORTE. The cancelling party may unilaterally withdraw its notice of cancellation before said 60th day following the day notice is received by the non-cancelling party, but after such date the cancellation notice may be withdrawn only by mutual consent of the parties.

V.

CITY personnel shall abide by all LA PORTE rules, regulations, and policies, as they now exist, or may be amended hereafter, relating to the services rendered including the use of facilities made available to the CITY under the terms of this agreement.

B. EMERGENCY 911 DISPATCH SERVICES

I.

LA PORTE agrees to receive telephone calls and to dispatch radio calls to CITY Law Enforcement for response to locations in CITY.

II.

LA PORTE further agrees that a dispatcher will be available at the LA PORTE Police Department to render this service twenty-four (24) hours a day for the duration of this agreement.

III.

CITY agrees to purchase and maintain its own portable and/or mobile radios, which must be interoperable with the LA PORTE radio system. The CITY must also maintain a separate access agreement with the City of Houston, which owns the public safety trunked radio system that is licensed by the Federal Communications Commission, which permits radio communications and transmissions via radio units.

C. JAIL SERVICES

I.

LA PORTE agrees to allow CITY to temporarily confine persons arrested by CITY'S law enforcement officers in the LA PORTE City Jail until such time as they can be properly released or conveniently moved by the proper authorities to the Harris County Jail or other facility.

II.

CITY agrees to keep certifications current of all law enforcement officers, as required by the Texas Commission on Law Enforcement, or other appropriate regulatory authority having jurisdiction, and will provide copies of same to LA PORTE, if requested.

III.

CITY will be solely responsible for the security of, medical care for, and all transportation of arrestees brought to or being taken from the LA PORTE jail, during transit only. Once the arrestee is booked into the LA PORTE jail, LA PORTE will have sole responsibility for the security of and medical care for arrestees. Cost for medical care provided during transit, or while at LA PORTE jail will be billed to the arrestee and/or their medical insurance provider.

IV.

LA PORTE may suspend service and may refuse to accept an arrestee from CITY, in its sole discretion.

V.

CITY will be solely responsible for providing appropriate magistrate services for arrestees brought to the LA PORTE jail by officers of the City of Shoreacres.

WITNESS OUR HANDS and the seals of our respective Cities, effective as of the 1st day of October, 2023.

PASSED AND APPROVED by the City Council of the City of La Porte, Texas, on the _____ day of _____, 2023.

CITY OF LA PORTE, TEXAS

By: _____
Corby D. Alexander
City Manager

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

PASSED AND APPROVED by the City Council of the City of SHOREACRES, Texas,
on the _____ day of _____, 2023.

CITY OF SHOREACRES, TEXAS

By: _____
Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: August 28, 2023

Requested By: Carl Holley, Fire Chief

Department: Fire Suppression

☒ Report ☐ Resolution ☐ Ordinance

Exhibits: ESD FY 2023-24 Budget & Presentation

Appropriation

Source of Funds: 034 – ESD Fund

Account Number: 034 Various

Amount Budgeted: N/A

Amount Requested: \$1,890,298

Budgeted Item: ☒ Yes ☐ No

SUMMARY & RECOMMENDATION

The continuation of the Fire Control, Prevention, and Emergency Medical Services District, also known as the Emergency Services District (ESD) was passed after a citywide vote at the May 2016 election. The mission for the District is to provide the community with the most efficient and progressive Fire Prevention, Suppression, and Emergency Medical Services possible in an effective and responsible manner. This mission is accomplished by providing the best possible training, updated equipment, and protocols for the personnel that respond. The La Porte ESD incorporates strategies to help the Fire and Emergency Medical Services Departments accomplish its mission.

The ESD Board has established a budget, held a public hearing, and approved the budget during the July 12, 2023 meeting. The next step in the process is for the budget approved by the Board be presented to the La Porte City Council in a public hearing format. In accordance with state law, the City Council will then be required to approve or decline to approve the budget as presented. The City Council cannot amend the Board's budget.

The budget exhibit that is attached is the final budget that was approved by the ESD Board.

STRATEGIC PLAN STRATEGY AND GOAL

2.0 Communication – 2.2 Establish a more robust program to get the facts to the public.

5.0 Organizational Excellence – The City of La Porte will operate in a transparent, efficient, accountable and responsive manner by preparing the organization and the staff for the future, focusing on core services, attracting and retaining the best employees and wise stewardship of financial resources.

ACTION REQUIRED BY CITY COUNCIL

The City Council will hold a public hearing to receive comments on the proposed budget of the La Porte Fire Control, Prevention, and Emergency Medical Service District for FY 2023-2024, as approved by the Board of Directors of the La Porte Fire Control, Prevention, and Emergency Services District at its meeting held on July 12, 2023; followed by discussion and possible action to approve or deny the FY2023-2024 proposed budget of the La Porte Fire Control, Prevention, and Emergency Services District.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date

City of La Porte
Emergency Services District Fund (034) Summary

<i>Beginning Fund Balance 9/30/22</i>	\$ 2,846,632
Plus Estimated 22-23 Revenues	1,835,673
Less Estimated 22-23 Expenditures	<u>1,625,854</u>
<i>Estimated Fund Balance 9/30/23</i>	3,056,451
Plus 23-24 Revenues:	
Sales Tax	1,687,500
Interest Income	<u>78,072</u>
Total Revenues	<u>1,765,572</u>
<i>Equals Total Resources</i>	4,822,023
Less 23-24 Expenditures:	
Fire Prevention	45,251
Fire Suppression	1,890,298
Emergency Medical Services	<u>749,731</u>
Total Expenditures	<u>2,685,280</u>
<i>Ending Fund Balance 9/30/24</i>	\$ 2,136,743

	Estimated 2022-23	Projected 2023-24
Revenues	\$ 1,835,673	\$ 1,765,572
Expenditures	<u>1,625,854</u>	<u>2,685,280</u>
Revenues over Expenditures	\$ 209,819	\$ (919,709)

City of La Porte
Emergency Services District Sales Tax Fund (034)
Statement of Revenues

Object	Description	Actual 2021-22	Budget 2022-23	Revised 2022-23	Projected 2023-24
Charges for Services:					
403.04-00	1/4 Cent Sales Tax	\$ 1,885,055	\$ 1,625,000	\$ 1,750,000	\$ 1,687,500
	Charges for Services Subtotal	<u>1,885,055</u>	<u>1,625,000</u>	<u>1,750,000</u>	<u>1,687,500</u>
Interest:					
483.01-00	Interest Income	1,271	2,500	85,673	78,072
	Interest Subtotal	<u>1,271</u>	<u>2,500</u>	<u>85,673</u>	<u>78,072</u>
Total Emergency Services District Sales Tax Revenue:		\$ 1,886,326	\$ 1,627,500	\$ 1,835,673	\$ 1,765,572

Emergency Services District Fund

Fiscal Year 2023-24

Emergency Services District - 1/4 Cent Sales Tax Expenditure Summary

	Actual 2020-21	Actual 2021-22	Budget 2022-23	Estimated 2022-23	Requested 2023-24	Percent Change
Personal Services	\$ 127,207	\$ 134,385	\$ 169,109	\$ 112,278	\$ 183,352	8.42%
Supplies	200,618	207,936	330,279	282,257	520,010	57.45%
Services & Charges	929,850	918,761	1,090,010	1,082,926	1,807,918	65.86%
Capital Outlay	69,097	53,016	148,393	148,393	174,000	17.26%
Division Total	\$ 1,326,771	\$ 1,314,098	\$ 1,737,791	\$ 1,625,854	\$ 2,685,280	54.52%

Personnel Position Roster

	Approved 2021-22	Approved 2022-23	Requested 2023-24
Fire Engineer II	1	1	1
Total	1	1	1

City of La Porte, Texas
Fire Prevention - ESD
Detail of Expenditures

034-5050-522

		Actual		Budget		Estimated		Requested
		2021-22		2022-23		2022-23		2023-24
Supplies:								
2003	Protective Clothing	\$ 1,995	\$	4,000	\$	1,200	\$	2,000
2004	Gas and Oil	146		-		-		-
2008	Educational	-		15,000		14,093		-
Supplies Subtotal		2,141		19,000		15,293		2,000
Services & Charges:								
3020	Training/Seminars	3,434		9,000		4,000		6,000
4020	Motor Pool: Lease Fees	15,036		18,062		18,062		25,251
4055	Computer Software	10,140		10,140		10,140		12,000
Services & Charges Subtotal		28,609		37,202		32,202		43,251
Division Total		\$ 30,750	\$	56,202	\$	47,495	\$	45,251

City of La Porte, Texas
Fire Suppression - ESD
Detail of Expenditures

034-5051-522

	Actual 2021-22	Budget 2022-23	Estimated 2022-23	Requested 2023-24
Personal Services:				
1010 Regular Earnings	\$ 64,045	\$ 88,291	\$ 65,000	\$ 96,000
1013 Automatic Overtime	-	-	\$ 1,850	\$ 1,850
1020 Overtime	31,470	36,055	10,500	35,000
1030 Certification	3,028	3,000	3,000	3,000
1035 Longevity	276	324	324	412
1044 Cleaning Allowance	241	241	241	241
1060 FICA	7,198	9,334	6,190	10,442
1065 Retirement	16,127	19,863	13,173	24,407
1080 Insurance - Medical	12,000	12,000	12,000	12,000
Personal Services Subtotal	134,385	169,109	112,278	183,352
Supplies:				
2003 Protective Clothing	31,703	92,384	88,000	352,875
2007 Chemical	1,930	4,500	4,500	4,500
2009 Medical	6,177	7,000	7,000	7,750
2019 Training Field Supplies	20,810	26,000	18,000	27,860
2090 Machinery/Tools/Equipment	91,887	60,000	44,000	28,000
Supplies Subtotal	152,576	189,884	161,500	420,985
Services & Charges:				
3001 Members & Subscriptions	-	-	-	-
3020 Training/Seminars	21,335	25,000	25,000	34,000
4002 Machinery/Tools/Equipment	28,852	83,140	83,140	78,000
4020 Motor Pool Lease Fees	519,073	561,195	561,195	997,711
4055 Computer Software	12,086	33,084	31,000	36,000
5001 Accounting	5,313	5,000	5,000	6,000
5007 Other Professional Services	-	-	-	108,500
9997 Request for Special Programs	-	7,400	7,400	1,750
Services & Charges Subtotal	586,660	714,819	712,735	1,261,961
Capital Outlay:				
8021 Mach / Tools & Equipment	-	30,793	30,793	24,000
Capital Outlay Subtotal	-	30,793	30,793	24,000
Division Total	\$ 873,620	\$ 1,104,605	\$ 1,017,306	\$ 1,890,298

City of La Porte, Texas
Emergency Medical Services - ESD
Detail of Expenditures

034-5059-522

		Actual		Budget		Estimated		Requested
		2021-22		2022-23		2022-23		2023-24
Supplies:								
2003	Protective Clothing	\$ 22,639	\$	25,000	\$	24,999	\$	27,500
2008	Educational	150		-		-		-
2090	Machinery/Tools/Equipment	25,975		88,930		73,000		68,025
2091	Office Furniture/Equipment	-		7,465		7,465		1,500
2093	Computer Equipment	4,455		-		-		-
Supplies Subtotal		53,219		121,395		105,464		97,025
Services & Charges:								
3001	Members & Subscriptions	180		-		-		-
3020	Training/Seminars	16,335		23,100		23,100		38,099
4002	Machinery/Tools/Equipment	37,218		38,500		38,500		40,000
4003	Radios	-		16,000		16,000		15,784
4020	Motor Pool: Lease Fees	249,759		260,389		260,389		373,823
4060	Technology Lease Fees	-		-		-		35,000
Services & Charges Subtotal		303,492		337,989		337,989		502,706
Capital Outlay:								
8021	Mach/Tools & Equip	-		17,600		17,600		150,000
8050	Motor Vehicles	53,016		100,000		100,000		-
Capital Outlay Subtotal		53,016		117,600		117,600		150,000
Division Total		\$ 409,727	\$	576,984	\$	561,053	\$	749,731

EMERGENCY SERVICES DISTRICT

CARL HOLLEY, FIRE CHIEF

LISA CAMP, EMS CHIEF

GENERAL FUND - PAGES 7-19 TO 7-24



ESD BOARD BUDGET



- Emergency Services District Board held a public hearing and approved this budget on July 12, 2023.
- Fire Prevention – no significant changes
- Fire Suppression has included approximately \$370,000 for the LPFD Cancer Initiative and has added \$436,000 in Motor Pool Lease Fees
- EMS - \$150,000 budgeted for cardiac monitors and \$100,000 to pre-fund a 4th ambulance

	2022-2023
FMO	\$ 56,202
Fire	1,104,605
EMS	576,984
Total	<u>\$ 1,737,791</u>

	2023-2024
FMO	\$ 45,251
Fire	1,890,298
EMS	749,731
Total	<u>\$ 2,685,280</u>



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: August 28, 2023

Requested By: Ray Mayo, Director

Department: Public Works

☒ Report ☐ Resolution ☐ Ordinance

Exhibits: GFL Request for Annual Cost of Living Adjustment, Table of Proposed Commercial Rates, GFL Current Contract

Appropriation

Source of Funds: N/A

Account Number: N/A

Amount Budgeted: N/A

Amount Requested: N/A

Budgeted Item: ☐ Yes ☒ No

SUMMARY & RECOMMENDATION

GFL Environmental Services is the franchise provider for commercial dumpster service inside La Porte City limits. The current contract for Commercial Solid Waste went into effect on January 1, 2022. GFL Environmental was chosen as the top respondent to City of La Porte RFP 21502. The contract has a provision for annual cost of living adjustments based on changes to the Consumer Price Index (CPI). On June 9, 2023, the City received notice that GFL requests to increase rates to commercial businesses in conformance with the contract.

The CPI calculation indicates the net change is 5.20%. The contract has a limitation that prevents rates from being increased more than 5 percent in one year. The proposed rates are 5% increase over existing rates, consistent with the contract. If approved, the new rates will go into effect November 1, 2023. As an example, A business that has a 6-yard dumpster collected 4 days per week will experience an increase of \$18.62 per month.

The franchise contract is beneficial for the businesses as the contract is bid out in efforts to obtain the service at the lowest cost. The contract is beneficial to the City as it maintains only one provider traveling through the City. The franchise contract requires the contractor pay the City 11% of the gross revenues it receives each quarter. The stated rates include the 11% franchise fee. This currently equates to an average of \$35,000.00 per quarter. GFL currently manages 656 containers at 558 locations within the city.

Staff recommends approval of the proposed rate increase.

Benefits:

- All dumpsters at City facilities are managed at no charge.
- 11% franchise fees are paid to the City.
- All efforts are made to obtain this service for local business at the lowest cost.

Liabilities:

- If the rate increase is not approved, and there is no resolution or agreement, the contract indicates the parties will enter arbitration.

STRATEGIC PLAN STRATEGY AND GOAL

3.0 – The City of La Porte will have and maintain a strong infrastructure and up to date facilities in order to continue to provide superior services for our citizens.

ACTION REQUIRED BY CITY COUNCIL

Consider approval or other action on a proposed 5% cost increase to commercial dumpster service contract fees to take effect November 1, 2023.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date



June 9, 2023

City of La Porte
Ray Mayo
Director of Public Works
604 West Fairmount Parkway
La Porte, Texas 77571

RE: Contract for Collection and Disposal of Commercial Solid Waste Services
between the City of La Porte, Texas and Waste Corporation of Texas, L.P., dba
GFL Environmental – Modification of Monthly Unit Rate per Businesses and
Commercial Institutions and Establishments

Dear Ray:

In accordance with the current, mutually agreed upon, contract for Collection and Disposal of Commercial Solid Waste Services, section 13.3 Annual Cost of Living Adjustment - Beginning January 1, 2023 and in subsequent years thereafter, there shall be a cost of living adjustment of the base rates.

The annual cost of living adjustment shall be calculated by multiplying the base rate by a fraction, the denominator of which shall be the April 2022 Consumer Price Index for all Urban Consumers (CPI-U), all items, U.S. City Average, and the numerator of which shall be the CPI-U for all items, U.S. City Average for April 2023, and subsequent dates of adjustment.

As per section 13.6 Approval of Rate Increases – After receipt of the Contractor's proposal to increase rates, the City shall approve or disapprove of the proposed rate increase on or before August 1, 2022 and in subsequent years. The proposed rate increase shall take effect on November 1 of that Contract year.

Please consider this letter as our request for a rate adjustment, effective November 1, 2023. Below, you will find the rate adjustment calculation as set forth in the contract under Section 13.3. In addition, you will find attached all the supporting documentation and data used in



the rate adjustment calculation, as set forth in Section 13.3. Please let me know if you would like to discuss rate adjustment. Thank you in advance for your consideration in this matter.

Item 1: The CPI Index value for April, of the current year, 2023.

As per the contract, the Consumer Price Index for all Urban Consumers, CPI-U for all items, U.S. City Average for April 2023 published by the United States Bureau of Labor Statistics, Consumer Price Index was used for the purpose of this calculation.

CPI Index value for April 2023 = 170.200

Item 2: The CPI Index value for April of the previous year, 2022.

As per the contract, the Consumer Price Index for all Urban Consumers, CPI-U for all items, U.S. City Average for April 2022 published by the United States Bureau of Labor Statistics, Consumer Price Index was used for the purpose of this calculation.

CPI Index value for April 2022 = 161.787

Item 3: The net percentage change.

**Net percentage change in CPI index values =
 $(170.200 - 161.787) / 161.787 \times 100 = 5.20\%$**

Item 4: The proposed increase in fees to be charged:

Current Rates = Please see included table.

Rate increase = *5%

Proposed Rates = Please see included table.

*As per section 13.5 Maximum Annual Rate Increase - of the Contract, the City shall never incur an increase greater than five percent (5%) of the prevailing base rate in any Contract year.




Please let me know if you would like to discuss the Rate Adjustment. Thank you in advance for your consideration in this matter.

Best Regards,

Suzanne Haboush
Government Contracts Manager

Comparative Statement – Index

Chained CPI for All Urban Consumers, U.S. city average (C-CPI-U)												
Series Id:	SUUR0000SA0											
Not Seasonally Adjusted												
Series Title:	All items in U.S. city average, all urban consumers, chained, not seasonally adjusted											
Area:	U.S. city average											
Item:	All items											
Base Period:	DECEMBER 1999=100											
Download:												
 xlsx												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2013	132.137	133.204	133.558	133.421	133.626	133.9	133.919	134.098	134.255	133.876	133.596	133.509
2014	134.017	134.542	135.375	135.771	136.216	136.433	136.392	136.127	136.211	135.891	135.107	134.207
2015	133.487	134.053	134.969	135.222	135.977	136.391	136.371	136.125	135.837	135.735	135.393	134.788
2016	134.966	134.953	135.655	136.332	136.895	137.329	137.007	137.026	137.328	137.536	137.253	137.221
2017	138.035	138.403	138.461	138.81	138.922	138.989	138.755	139.128	139.878	139.782	139.72	139.546
2018	140.239	140.805	141.142	141.662	142.146	142.349	142.317	142.317	142.489	142.7	142.238	141.699
2019	142.001	142.571	143.297	143.926	144.183	144.243	144.409	144.388	144.428	144.629	144.518	144.251
2020	144.813	145.193	144.913	144.142	144.018	144.847	145.747	146.27	146.417	146.382	146.242	146.408
2021	147.125	147.845	148.746	149.903	151.022	152.295	153.076	153.301	153.734	154.884	155.538	155.926
2022	157.178(R)	158.617(R)	160.835(R)	161.787	163.615	165.553	165.746(U)	165.945(U)	166.418(U)	167.087(U)	166.982(U)	166.590(U)
2023	167.873(U)	168.830(U)	169.364(U)	170.200(I)								



Comparative Statement – Fees

(Note: Rates include the 11% Franchise Revenue payable to the City of LaPorte, TX)

City of La Porte Commercial Container Pricing Schedule – Current Rates

Size	Days Per Week						Additional p/u
	1	2	3	4	5	6	
2 YD	\$ 31.03	\$ 62.06	\$ 93.09	\$ 124.03	\$ 155.16	\$186.19	\$ 85.00
3 YD	\$ 46.55	\$ 93.09	\$ 139.64	\$ 186.19	\$ 232.74	\$279.28	\$ 85.00
4 YD	\$ 62.06	\$ 124.13	\$ 186.19	\$ 248.25	\$ 310.31	\$372.38	\$ 85.00
6 YD	\$ 93.09	\$ 186.19	\$ 279.28	\$ 372.38	\$ 465.47	\$558.57	\$ 85.00
8 YD	\$ 124.13	\$ 248.25	\$ 372.38	\$ 496.50	\$ 620.63	\$744.75	\$ 85.00

City of La Porte Commercial Container Pricing Schedule – Proposed 5% CPI Increase

Size	Days Per Week						Additional p/u
	1	2	3	4	5	6	
2 YD	\$ 32.58	\$ 65.15	\$ 97.74	\$ 130.23	\$ 162.92	\$195.50	\$ 89.25
3 YD	\$ 48.88	\$ 97.74	\$ 146.62	\$ 195.50	\$ 244.38	\$293.24	\$ 89.25
4 YD	\$ 65.16	\$ 130.34	\$ 195.50	\$ 260.16	\$ 325.83	\$391.00	\$ 89.25
6 YD	\$ 97.74	\$ 195.50	\$ 293.24	\$ 391.00	\$ 488.74	\$586.50	\$ 89.25
8 YD	\$ 130.34	\$ 260.66	\$ 391.00	\$ 521.33	\$ 651.66	\$781.99	\$ 89.25



SPECIAL COLLECTION

Special collection of construction debris, bulky items and accumulated trash on an “as needed” basis to be determined by the City of LaPorte.

RATES – PRICE PER YARD - CURRENT

Labor, transportation and equipment (Base Rate):	\$14.50/cu yd
Disposal Fees:	\$7.00/cu yd

RATES – PRICE PER YARD – PROPOSED RATE WITH 5% CPI ADJUSTMENT

Labor, transportation and equipment (Base Rate):	\$15.22/cu yd
Disposal Fees:	\$7.35/cu yd

**NOTICE: THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE TEXAS
GENERAL ARBITRATION ACT, CHAPTER 171 "GENERAL ARBITRATION",
TEXAS CIVIL PRACTICE AND REMEDIES CODE"**

THE STATE OF TEXAS
COUNTY OF HARRIS

**CONTRACT FOR
COLLECTION AND DISPOSAL OF COMMERCIAL SOLID WASTE
CITY OF LA PORTE**

THIS AGREEMENT, made and entered into by and between the City of La Porte, a Municipal Corporation of Harris County, Texas, hereinafter called the "City", and Waste Corporation of Texas, L.P., DBA GFL Environmental, a Delaware limited partnership, hereinafter called the "Contractor".

WITNESSETH that for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the City, the Contractor hereby agrees with the City to commence and complete the work described as follows:

The Contractor shall furnish all personnel, labor, equipment, administration and billing, and all other necessary items to provide for the collection and disposal of commercial and industrial solid waste within the corporate limits, current and future, of the City of La Porte, as specified, and to perform all the work called for in accordance with the Contract Documents, including the Request for Bids, Instructions to Bidders, Bid, Affidavit, Bid Bond, Contract, General Specifications, Performance Bond, and any changes to the foregoing documents agreed to by the City and the Contractor, all of which are made a part hereof as fully as if set out herein and hereby become a part of these documents.

The Contractor acknowledges that Section 58-66 of the Code of Ordinances for the City of La Porte requires businesses and commercial institutions and establishments to use the City's solid waste contractor service for the removal of garbage and trash when the weekly average volumes exceed two (2) cubic yards per week. Bin service is to be provided by the Contractor exclusively within city corporation limits.

The Contractor also acknowledges that, in accordance with Section 58-40 of the City Code of Ordinances, the City Solid Waste Division does not collect Heavy Trash from commercial and/or industrial Producers. Heavy trash generated by commercial and industrial Producers may be deposited into the Bin by the Producer providing that it does not create a safety hazard for the driver or equipment while servicing the bin.

It is agreed and understood between the parties that the Contractor agrees to accept the work at the prices and amounts stipulated in the Rate Schedule, within any adjustments to such prices and amounts as provided herein.

This Contract shall become effective upon the execution of the Contract, and performance of such contract shall begin January 1, 2022.

In the event of conflict with any terms, provisions or obligations of any of the Contract Documents, the General Specifications shall apply.

In the event that any portion of the Contract Documents is found invalid or unenforceable, the invalid or unenforceable portion shall not affect the validity or enforceability of any other portion of the Contract Documents.

This Agreement will be effective on January 1, 2022, (which is the effective Date of the Contract).

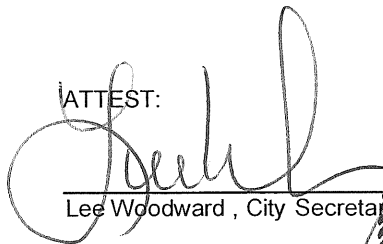
CITY OF LA PORTE

BY:



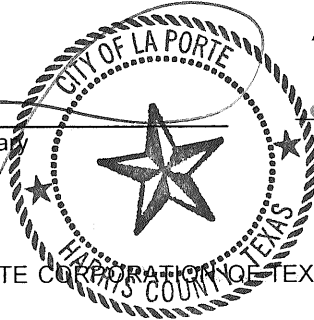
Corby D. Alexander, City Manager

ATTEST:



Lee Woodward, City Secretary

APPROVED AS TO FORM:






Clark Askins, City Attorney

FOR CONTRACTOR: WASTE CORPORATION OF TEXAS, LP. Dba GFL Environmental

Attest:




(Signature)

GFL Environmental

(Typed Name of Contractor)

Tony Emilio Government Contracts Manager

(Typed name and Title)



(Signature)

Contractor address for giving
notices:

GFL Environmental
Attn: Services Manager
8515 Hwy 6 South
Houston, TX 77083

Tony Pilkington - Area Vice President

(Typed Name & Title)

(If CONTRACTOR is a corporation, attach
evidence of authority.)

**GENERAL SPECIFICATIONS
COLLECTION AND DISPOSAL OF
COMMERCIAL SOLID WASTE**

- 1.0 BINS - Metal receptacles designed to be lifted and emptied mechanically for use at Commercial and Industrial Units. For the purposes of this contract, Bins are containers of 2, 3, 4, 6, and 8 cubic yards designed for collection with a front-loading collection vehicle.
- 1.1 BULKY WASTE - Appliances, water tanks, furniture and other waste materials, with chlorofluorocarbons (CFC's) removed and certified by an appropriately licensed technician, other than Construction Debris, Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Bins.
- {If deposited in a bin, Bulky Waste is collected per Sections 1.3 and 3.1. If deposited other than in a bin, Bulky Waste is collected as Special Waste per Sections 1.18 and 3.1.}
- 1.2 CITY - City of La Porte, Texas.
- 1.3 COMMERCIAL AND INDUSTRIAL REFUSE - All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a Producer at a Commercial and Industrial Unit excluding hazardous waste.
- {If deposited in a bin, Commercial and Industrial Refuse is collected per Section 3.1.}
- 1.4 COMMERCIAL AND INDUSTRIAL UNIT - All premises, locations or entities, public or private, requiring refuse collection within the current and future corporate limits of the City, other than a single-family Residential Unit. For the purposes of these specifications, apartments, condominiums and townhomes, and trailer parks are considered Commercial Units. The term "Units" and "Customers" are used interchangeably in this agreement and both terms are to be considered to have the same meaning.
- 1.5 CONSTRUCTION DEBRIS - Waste building materials resulting from construction, remodeling, repair or demolition operations.
- {If deposited in a bin, Construction Debris is collected per Sections 1.3 and 3.1. If deposited other than in a bin, Construction Debris is collected as Special Waste per Sections 1.18 and 3.1.}
- 1.6 CONTRACT DOCUMENTS - The Request for Bids, Instructions to Bidders, Affidavit, Bid, Bid Bond, Contract, General Specifications, including Appendix A, B, and C, Performance Bond and any addenda or changes to the foregoing documents agreed to by the City and the Contractor.
- 1.7 CONTRACTOR -The person, corporation, or partnership, or its duly authorized successor, performing Commercial and Industrial Refuse Collection and Disposal with the City under the terms of the Contract Documents.
- 1.8 DEAD ANIMALS - Animals or portions thereof equal to or greater than 10 lbs. in weight that have expired from any cause, except those slaughtered or killed for human use.

{Per Section 3.1, the contractor may collect Dead Animals but is not obligated to do so.}

1.9 DISPOSAL SITE - A Refuse depository, including, but not limited to, sanitary landfills, transfer stations, incinerators and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive, for processing or final disposal of, Garbage, Refuse and Dead Animals.

1.10 GARBAGE - Any and all dead animals of less than 10 lbs. in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter, (including but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposed waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.

{If deposited in a bin, Garbage is collected per Sections 1.3 and 3.1.}

1.11 HARD TO HANDLE WASTE - Any and all material that, because of its difficulty in collection, transport, or disposal causes the Contractor to incur an additional cost, including, but not limited to concrete.

{Hard to Handle Waste by definition will always be outside of the bin and is collected as Special Waste per Section 1.17.}

1.12 HAZARDOUS WASTE - Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law. For the purposes of this Contract, the term Hazardous Waste shall also include motor oil, gasoline or other petroleum product, paint and paint containers.

{Per Section 3.01, the contractor may collect Hazardous Waste but is not obligated to do so.}

1.13 PRODUCER - An occupant of a Commercial and Industrial Unit who generates Refuse.

1.14 REFUSE - This term shall refer to Commercial and Industrial Refuse to be collected and disposed of pursuant to this Contract unless the context requires otherwise.

1.15 ROLL-OFF CONTAINER - A large metal container with an open or closed top which can be rolled on the back of a truck. Sizes of roll-off containers are generally 20, 30, or 40 cubic yards.

{Roll-Off Containers are not governed by this contract and not part of this City franchise agreement.}

1.16 RUBBISH - All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp

and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste material not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Matter.

{If deposited in a bin, Rubbish is collected per Sections 1.3 and 3.1. If deposited other than in a bin, Rubbish is collected as Special Waste per Sections 3.1.}

1.17 SPECIAL WASTE or SPECIAL COLLECTION – Bulky Waste, brush, Hard to Handle Waste from Commercial and/or Industrial Units or the same in excess of 10 cubic yards from Residential Units. Excluding Unacceptable Waste. When these items are not deposited in a collection bin, these items are to be collected by the Contractor at the request of the Commercial and/or Industrial Units or City at the Unit price (or less) specified by the Contractor in this proposal for a minimum volume of 18 cubic yards total at any one location or in aggregate of a number of locations within the city to be collected in the same trip by the Contractor. The Contractor will bill the City only for those collections specifically requested by the City.

1.18 STABLE MATTER - All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

{If deposited in a bin, Stable Matter is collected per Sections 1.3 and 3.1.}

1.19 UNACCEPTABLE WASTE – Any waste, the acceptance and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, substantial damage to Contractor's equipment or facilities, or present a danger to the health or safety of the public or Contractor's employees, including, but not limited to, Hazardous Waste, untreated Medical Waste, Dead Animals weighing ten pounds (10 lbs.) or greater, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements.

{Per Section 3.1, the Contractor may collect Unacceptable Waste but is under no obligation to do so.}

2.0 SCOPE OF WORK - The work under this Contract shall consist of the items contained in the Contract Documents, including all the supervision, materials, equipment, labor, services and all other items necessary to complete said work in accordance with the Contract Documents.

2.1 CONTRACTOR DUTIES - Contractor shall furnish all equipment and personnel needed to pick up Refuse in accordance with the Contract Documents. The Contractor shall make all attempts reasonably possible to place the containers at customer's requested location. If not reasonably possible, Contractor may locate containers at next best location.

Contractor shall provide all administrative labor, material and equipment to service commercial accounts, including, but not limited to signing up new accounts, billing accounts, receiving and resolving customer inquiries and complaints and termination of accounts.

Contractor is not responsible for damage to driveways or private streets because of normal use. This does not include Contractor varying from roadways and similar areas normally traveled for container pickup.

Contractor or customer will place no containers on any City, County, or State rights-of-way. Containers must be placed entirely within the property of each customer. Contractor will be responsible for compliance with this provision.

Customer has sole responsibility to provide container location, access, private roadway or driveway, and availability of same for accessibility twenty-four (24) hours per day. Each customer is solely responsible for damage done by collection equipment to driveway, container area, or private roadway.

If several small volume generators are located together, Contractor must make a reasonable effort to place one container for those customers to share.

When a Bin is collected only once a week, the customer picks the collection day subject to other contract provisions regarding holidays and collection times.

2.2 CITY DUTIES - The City will inform all new commercial customers of Contractor's exclusive right to collect containerized commercial Refuse, direct all inquiries to Contractor, and promptly notify Contractor of all utility service disconnects.

2.3 ROADWAYS - Contractor will be permitted to use the improved streets, roads, and alleys of the City in order to pick up refuse.

2.4 LICENSES, PERMITS, AND TAXES - The Contractor shall obtain all licenses and permits (other than the license and permits granted by contract), and promptly pay all taxes required by the City and State, including all disposal fees and taxes that may, from time to time, be imposed by municipal, county state and federal agencies.

2.5 CONDITION OF BINS AND TRUCKS AT THE START OF CONTRACT - All Bins will be new and/or reconditioned at the start of the contract. The current contractor, if selected, will be required to recondition the existing containers as needed. Trucks are not required to be new but shall meet the standards provided in General Provisions of the Contract.

3.0 TYPE OF COLLECTION

3.1 SERVICE PROVIDED - Contractor shall provide Bin collection service for the temporary and permanent collection of Commercial and Industrial Refuse to Commercial and Industrial Units according to individual agreement. The Contractor shall also provide special collection and disposal of Bulky Waste, Construction Debris, and Rubbish from residential, vacant and commercial properties, using methods other than providing bins, if requested, at rates as may be mutually agreeable between the Contractor and the Commercial and Industrial Producer but no greater than those rates established under Section 13.1.

Contractor shall provide all administrative services to bill commercial customers, answer inquiries and complaints, and other duties related to servicing the customer accounts.

Following all applicable federal and state regulations, the Contractor may, but is under no obligation to, provide for special collection of Dead Animals, Unacceptable

Waste, and/or Hazardous Waste at Commercial and Industrial Units at its sole discretion and upon such terms and conditions as may be mutually agreeable between the Contractor and the Producer.

- 3.2 LOCATION AND CONDITION OF BINS FOR COLLECTION - Contractor shall provide Bins for Commercial and Industrial Units whenever customers request their use for collection service as provided in and under this Contract. Each Bin shall display the Contractor's name and local telephone number in a clear and legible manner. All Bins shall be covered, and maintained in a good and nuisance-free condition.

Each Bin shall be placed in an accessible, outside location on a hard surface. Contractor shall make all efforts to place the Bin at the customer's requested location, as long as the location is entirely within the customer's property. In no event will a Bin ever be placed on any City, County or State right-of-way.

Bins shall be changed by the Contractor free of charge (unless caused by Customer's improper use) as needed to address any and all health and safety concerns.

- 3.3 CITY FACILITIES - The Contractor agrees to provide Bins, and collect and dispose of Refuse from City-owned facilities identified on Exhibit B of the Contract Documents, at no charge to the City. The City reserves the right to make minor modifications to the number, placement and frequency of collection of such Bins from time to time, depending on the addition of facilities and seasonal requirements.

- 3.4 INITIAL START OF CONTRACT - It shall be the duty and responsibility of the Contractor to contact each and every Commercial and Industrial Unit to determine the collection and disposal needs of each Unit. If commercial service is currently provided, or if commercial service is required or desirable, the Contractor shall provide the size Bin and collection frequency necessary.

- 3.5 CUSTOMER BASE - It is understood that the Contractor has the exclusive right, as the City's Independent Contractor, to collect all Refuse from Commercial and Industrial Units within the corporate limits of the City. All existing customers of the City, are customers of the City, effective with this Contract, and will be serviced by the Contractor, acting as the City's Independent Contractor under the terms and conditions of this Contract.

- 4.0 COLLECTION OPERATION

- 4.1 HOURS OF OPERATION - In industrial and commercial areas with no residences within a reasonable distance, Refuse pickup may take place 24 hours per day. Apartment houses, condominiums, trailer parks, and any residential areas where commercial pick up occurs must be entered after 6:00 A.M. or before 8:00 P.M. (The City must be informed, the same day, of deviations to the service hours)

- 4.2 ROUTES - Commercial and Industrial Unit collection routes shall be established by the Contractor. The Contractor shall have the right to pursue with each Producer a collection frequency and Bin size that maximizes the Contractor's resources, while ensuring sanitary and odorous conditions are not compromised. If agreement cannot be reached with a customer, the City shall have the right to determine Bin size and collection frequency.

- 4.3 HOLIDAYS - Commercial and Industrial Unit collection shall not be required on the following recognized holidays:

New Year's Day Labor Day Memorial Day Thanksgiving Day
Independence Day Christmas Day

When normal collection falls on a holiday, the Contractor will provide collection on the day before or the day after the holiday, at the Contractor's discretion.

- 4.4 SERVICE REQUESTS AND INQUIRIES - The Contractor will either a) maintain a business office within the City to receive requests for service and complaints, or b) make a Contractor representative available to meet with the customer at the location where the Refuse is produced as needed. In no case shall the Producer be required to travel outside of the city corporation limits to meet with the Contractor or a representative of the Contractor. The Contractor shall have a responsible person in charge who is available from 8:00 A.M. to 5:00 P.M. on weekdays, excluding Holidays to address customer requests and complaints. Provisions shall also be made for emergency calls after 5:00 P.M. on weekdays and Saturdays before 3:00 P.M. All requests for service, and any complaints from Commercial and Industrial Units received by the City shall be directed to the Contractor. All such requests and complaints shall be given prompt and courteous attention. The Contractor will accommodate all requests for extra service as the Contractor's schedule permits. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if determined valid, shall arrange for the collection of the Refuse not collected within 24 hours after the complaint is received.

- 4.5 NEW AND DISCONTINUED SERVICES - The Contractor will comply with any request for new or discontinued service within two (2) Business Days of receipt of the request provided that the request would not violate any other provision in this Contract.

In the case of new service requests, from time to time the Contractor may be required to consult with the potential Producer to determine Bin size and collection frequency.

- 4.6 INACCESSIBLE BINS - If, during the collection cycle, the Contractor in good faith determines that collection of a particular Commercial and Industrial Unit is not possible due to the inaccessibility of the Bin, through no fault of the Contractor, the Contractor will make a good faith effort to contact the customer to provide accessibility. The Contractor can, but is not required to, return the same day to provide collection. If the Contractor cannot gain accessibility on the regular scheduled collection day, the Contractor shall provide service on the next scheduled collection day, and the Unit shall be charged an amount as provided by the Contract equal to the amount due by Producer had the collection been made.

- 4.7 COLLECTION EQUIPMENT - The Contractor shall provide an adequate number of vehicles for regular collection services, including sufficient back-up vehicles. Vehicles shall be covered or totally enclosed, meet all statutory requirements for safety and other regulations, and shall be kept in good repair, appearance, and in a clean and sanitary, and free of leaks and excessive emissions at all times. The Contractor shall contain, enclose, or tie all waste and refuse in a manner that prevents spilling, leaking, or blowing. The Contractor shall be responsible for the immediate cleanup of all leakage, spillage, and blown debris resulting from the Contractor's operations. The Contractor shall operate all vehicles and equipment in compliance with all applicable laws and in accordance with manufacturer's specifications. Each vehicle shall have clearly visible, on each side of the vehicle, the name and telephone number of the Contractor.

All trucks or other vehicles operated by the Contractor within the City shall be subject to and shall submit immediately to on the spot inspections by designated City representatives, and if found to be unsafe, the vehicle shall be immediately removed from service until it can be repaired and is successfully re-inspected by the City.

4.8 COLLECTION AND TRANSPORT - All Refuse collected and transported by the Contractor shall be so contained that no spilling, leaking, blowing or falling occurs. If Refuse is spilled, leaked, blown or falls during collection or transport, the Contractor shall clean all such Refuse immediately.

4.9 DISPOSAL - All Refuse collected for disposal by the Contractor shall be transported to a Disposal Site. The charge for disposal shall be included in the rate set forth in the Contract for each Commercial and Industrial Unit.

4.10 CONTRACTOR'S EMPLOYEES - The Contractor shall assign a qualified person or persons to direct administration and collection and disposal operations and shall furnish the name or names of such person(s) to the City. Such person(s) shall have full authority to respond immediately to and resolve complaints or problems.

Contractor's employees shall be uniformed, with company and name identification provided on said uniforms. All drivers will possess the appropriate license as issued by the Texas Department of Public Safety.

4.11 REPORTS AND ACCIDENTS – The Contractor shall report to the City as soon as practicable all accidents or occurrences resulting in injuries to the Contractor's employees, agents, licenses, or invitees, or damage to property arising out of or during the course of the services performed by the Contractor on behalf of the City. And when requested, the Contractor shall furnish the City with a copy of reports made by the Contractor to the Contractor's insurer or to others relative to such accidents or occurrences.

5.0 GOVERNING LAWS - This Contract shall be governed by the laws of the State of Texas and the Ordinances of the City of La Porte. Should any disagreement occur concerning the Contract, the parties agree that the venue for settling such disputes, including claims and suits, shall be Harris County, Texas, provided however, nothing in this paragraph shall prevent the parties from resolution of any dispute under Paragraph 17.0 of the Contract.

6.0 EFFECTIVE DATE AND TERM - This Contract shall become effective, and performance shall begin on January 1, 2022. The Contract shall be for a five (5) year period beginning on January 1, 2022 and remain in full force until December 31, 2027. The initial term of the Contract may be extended for an additional three (3) years, upon the mutual written agreement of the Contractor and the City. Request for extension by the Contractor shall be submitted in writing, on or before July 1, 2027. The request for extension shall contain the proposed pricing, including proposed formula for price increases, and any additional terms or conditions not contained in the original Contract Documents. If the City disapproves the proposed extension on or before August 1, 2027, the Contractor shall be entitled to terminate service effective December 31, 2027. If the City does not act on the proposed extension on or before August 1, 2027, or if the written Contractor request for extension is not served to the City by July 1, 2027, the Contractor agrees to extend the Contract with the City for one (1) additional year, from January 1, 2028 to December 31, 2028, according to Paragraph 13.02 of the Contract Documents at the sole discretion of the City.

7.0 INDEMNITY - The Contractor will indemnify and save harmless the City, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, fines, expenses and attorney's fees incident to any work done in the performance of this Contract, including damages, penalties or claims arising from the disposal of any Refuse by the Contractor or arising out of willful misconduct or a negligent act or omission of the Contractor, its officers, agents, servants and employees. However, the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees arising out of a willful or negligent act or omission of the City, its officers, agents, servants and employees.

8.0 NONDISCRIMINATION - The Contractor in its employment, operations and service shall not discriminate against any person because of race, sex, age, creed, color, religion, national origin, or in any other manner prohibited by law.

9.0 NOTICE - All written notices shall be served by registered or certified mail to the parties, return receipt requested, as follows:

CITY
City of La Porte
City Manager
604 West Fairmont Parkway
La Porte, Texas 77571

CONTRACTOR
Waste Corporation of Texas, L.P.
GFL Environmental
8515 Hwy 6 South
Houston, Texas 77083
Government Contracts Manager

10.0 REQUIRED CONTRACTOR INSURANCE - The successful CONTRACTOR shall provide a certificate of insurance executed by an insurance company authorized to do business in Texas. CONTRACTOR shall obtain insurance as detailed. Each policy obtained by the CONTRACTOR for work with this Contract, with exception of the Worker's Compensation policy, shall name the CITY OF LA PORTE as an additional insured, and shall contain waiver of subrogation in favor of CITY OF LA PORTE. The coverage and amounts designated are minimum requirements and do not establish limits of the contractor's liability. Additional coverage may be provided at the CONTRACTOR'S option and expense. Insurance must include:

General Liability:

Commercial General Liability

General Aggregate	\$2,000,000.00
Personal Injury	\$1,000,000.00
Property Damage	\$1,000,000.00
Each Occurrence	\$1,000,000.00

Automobile Liability:

Combined Single Limit	\$1,000,000.00
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Excess Liability:

Umbrella

Each Occurrence	\$1,000,000.00
Each Aggregate	\$1,000,000.00

Worker's Compensation and Employer Liability:

In form and quantities as required by State of Texas

11.0 PERFORMANCE BOND – Within fifteen (15) calendar days of the city council award of the Contract, the Contractor shall furnish to the City a corporate surety bond, issued by a corporate surety licensed to do business in the State of Texas, as security for the faithful performance of this Contract. Said surety bond must be in the amount of \$776,404.20, which represents the estimated billing for the first year of the Contract. The bond shall indemnify the City against any loss resulting from any failure of performance by the Contractor up to and including the penal sum of the bond.

11.1 PREMIUM - The premium for the bond(s) described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

11.2 POWER OF ATTORNEY - Attorneys in fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

12.0 FAILURE TO PERFORM

12.1 TERMINATION BY CITY FOR CONTRACTOR'S DEFAULT

The City may terminate the Contractor's performance of services under this Agreement in the event of default by the Contractor and failure by the Contractor to cure such default after receiving notice thereof, as provided in this in Section. Default by the Contractor shall occur if the Contractor fails to observe or perform all of its duties under this Contract. Should such a default occur, the City may deliver a written notice to the Contractor describing such default and the proposed date of termination. Such date may not be sooner than sixty (60) days following receipt of the notice. The City, at its sole option, may extend the proposed date of termination to a later date. If, thirty (30) days prior to the proposed date of termination, the Contractor cures such default, the proposed termination shall be ineffective. If the Contractor fails to cure such default prior to the proposed date of termination, the City may terminate the Contractor's performance under this Contract as of such date. Upon the effective date of termination as contained in the notice, the Contractor shall, unless the notice directs otherwise, immediately discontinue all service in connection with this Contract.

12.2 GROUNDS FOR CONTRACTOR DEFAULT - The following, by way of example, but not of limitation may be considered grounds for default by the Contractor, in whole or in part:

- a) Failure of Contractor to perform or observe any of the obligations, covenants, agreement, and conditions required to be performed or observed by herein;
- b) Failure of the Contractor to commence work operations within the time specified in the Contract;
- c) Failure of the Contractor to provide and maintain sufficient labor and equipment to properly execute working operations;
- d) Evidence that the Contractor has abandoned the work;
- e) Evidence that the Contractor has become insolvent, bankrupt, or otherwise financially unable to carry out the work satisfactorily;

- f) Indication that the Contractor has made an unauthorized assignment of the Contract or is subcontracting tasks without prior approval from the City.

12.3 ACTIONS BY THE CITY IN LIEU OF TERMINATION - If the City determines and notifies the Contractor that a default poses an immediate threat to the health or safety of any person or to any property interest, and if the Contractor has not cured such default within twenty-four (24) hours after receipt of such notice, the City shall have the right to perform or cause to be performed all or part of the work necessary to cure such default. In the event that the City performs such work, or caused it to be performed, the Contractor shall compensate the City for the cost thereof.

12.4 FORCE MAJEURE - In the event that the Contractor is delayed or prevented from continuing in the performance of this Contract by reason of an Act of God, catastrophe, riot, war, governmental order or regulation, strike or other similar or different contingency beyond the reasonable control of the Contractor, the Contractor shall not be liable for damages arising solely out of such contingency.

13.0 BASIS AND METHOD OF PAYMENT

13.1 COLLECTION AND DISPOSAL RATES - For collection and disposal services required to be performed by the Contractor, the charges for said services shall be as outlined under Appendix B (Rate Schedule), and said charges shall not exceed the rates as fixed by the Contract Documents, as adjusted in accordance with Paragraph 13.2. The Refuse collection charges provided in this section shall include all collection, disposal, billing, City and State fees, and related costs. Bins will be deemed full for purposes of determining cubic yards collected, with the capacity as determined by the manufacturer.

13.2 MODIFICATION OF RATES - The Contractor and the City hereby agree that the fees for such refuse collection and disposal service as provided in the Proposal Appendix B shall be binding upon both parties for the first year of the Contract (January 1, 2022 through December 31, 2022). In the event that the Contractor determines that an increase in such collection and disposal fees is required due to an increase of specific costs incurred by the Contractor in providing such services, then the Contractor shall submit, in writing, to the City on or before July 01, 2023, and on or before the same date in subsequent years, its proposal for increased fees and all supporting data related thereto, and such proposed increases shall be approved in accordance with Paragraph 13.3 and 13.4, with a maximum annual rate increase as defined in Paragraph 13.5.

13.3 ANNUAL COST OF LIVING ADJUSTMENT – Beginning January 1, 2023, and in subsequent years thereafter, there shall be a cost of living adjustment of the base rates. The base rate for Commercial container service shall include collection, transport and disposal, billing, City and State fees, and related costs. The base rate for special collections shall include collection and transport costs. The annual cost of living adjustment shall be calculated by multiplying the base rate by a fraction, the denominator of which shall be the April 2022 Consumer Price Index for all Urban Consumers (CPI-U), all items, U.S. City Average, and the numerator of which shall be the CPI-U for all items, U.S. City Average for April 2023, and subsequent dates of adjustment.

13.4 DISPOSAL COSTS - The rate for Special Collection only shall be increased annually to reflect increases in landfill disposal costs, but shall not exceed the current Type IV rate paid by the City for disposal of Type IV trash. The unit cost for container collection is subject to a rate increased provided in Sections 13.2 and 13.3 only. The unit cost for Special Collection is subject to a rate increased

provided in this Section 13.5 and 13.6 only.

13.5 MAXIMUM ANNUAL RATE INCREASE - Regardless of the actual cost increase incurred by the Contractor in a given period, as defined in 13.2 and 13.3, the City shall never incur an increase greater than five percent (5%) of the prevailing base rate in any Contract year. Provided, however, any fees, in addition to current State fees, imposed on all Disposal Sites within a 25 mile radius of the City, by any local, state, federal or other regulatory agencies shall be passed to the City as they become effective. Such rate increase shall be in addition to and separate from any annual rate increase provided for in Paragraphs 13.3, 13.4 and 13.5.

13.6 APPROVAL OF RATE INCREASES - After receipt of the Contractor's proposal to increase rates as outlined in Paragraph 13.2, the City shall approve or disapprove of the proposed rate increase on or before August 1, 2022, and in subsequent years, provided that the City shall approve any rate increase that has been properly established under Section 13 of the Contract. Should the City fail to approve or disapprove of the proposed rate increase by such date, then the proposed increase shall take effect on November 1 of that Contract year. Should the Contractor and the City fail to agree on the proposed rate increase, the resolution shall be subject to Paragraph 17.0.

13.65 NOTIFICATION OF CUSTOMERS – Contractor is responsible for all notifications to current commercial customers of any proposed changes in service, rates, pickup hours and/or days or any other necessary and pertinent information. All notices shall be approved by City prior to release.

13.7 CONTRACTOR MAY DISCONTINUE SERVICE - The Contractor may discontinue service to a Commercial or Industrial Unit that is more than thirty (30) days delinquent on their account with the Contractor. The Contractor shall provide notice to the Producer no sooner than fifteen (15) days after the date of the billing. The notification shall include a statement that service from the Contractor may be discontinued fifteen (15) days from the date of the notice if payment is not made before that time. In the event that the Contractor intends to discontinue a delinquent account, it shall notify the City at least seven (7) days prior to the Contractor discontinuing service of the account. Upon payment of the delinquent fees, the Contractor shall resume collection no later than the next regularly scheduled collection day.

The Contractor shall not discontinue service to any Commercial or Industrial Unit for any reason except for delinquent payment and then only upon notification to the customer as outlined above.

13.75 DEPOSITS, ACTIVATION FEES, REACTIVATION FEES – The Contractor may require a deposit equal to or less than the anticipated one (1) month billing but only when a Customer's credit history suggests a need or when some other unique circumstance dictates a need for a deposit. Deposits may only be required with the prior approval of the City. All funds deposited by the Customer shall be returned to the Customer upon the completion of the service to the Customer and upon the Contractor receipt of payment for all invoices.

The Contractor will not assess an activation fee of any kind with the initial request for service from a customer or with any Customer-requested change in service.

The Contractor may assess a reactivation fee of no more than Seventy Dollars (\$70) for each occurrence when a Customer's account was deactivated for reasons outlined in Section 13.7. The Contractor may not assess a reactivation fee on the

first occurrence of an account being deactivated and then reactivated by the Customer. However, the Contractor may assess a Seventy Dollar (\$70) maximum reactivation fee for each occurrence thereafter where a Customer voluntarily deactivates then reactivates an account.

13.8

CONTRACTOR PAYMENTS TO THE CITY - The Contractor shall pay the City, in consideration of the use of City streets and rights-of way for the performance of this Contract, eleven percent (11%) of the gross revenues of the Contractor for services provided in the City of La Porte, within ten (10) days following the end of each quarter. The City shall be entitled to payment for services rendered to Units regardless of the status of the Unit's account with the Contractor, subject to the provisions outlined in Paragraph 13.7. Any subsequent bad debt expense that arises from non-payment for services shall not be deducted from the eleven percent (11%) share of gross revenues. The Contractor's quarterly payment to the City shall include an itemized listing of each Commercial and Industrial Units' billing name, service address, account number, size and frequency of service and any extra service provided during the billing period. The Contractor's quarterly report submitted to the City will also include a log of all complaints related to the service provided by the Contractor on behalf of the City including the date and time that the call was received, the nature of the complaint, planned response to the complaint, and the date and time and manner that the complaint was resolved.

The 11% fee that is described in this paragraph will be paid to the City for those services that the Contractor is exclusively responsible to provide within the City. Those non-exclusive services that may or may not be provided by the Contractor such as roll-off dumpster service is not subject to the 11% fee.

The City reserves the right to audit, utilizing its staff or outside assistance, the annual financial activity of the Contractor under this Contract, not more than once during any 12-month period.

13.9

HOUSEHOLD HAZARDOUS WASTE EVENTS – The City will host a Household Hazardous Waste Collection Event with eligible materials accepted from residential customers (only). The Contractor will contribute \$5,000.00 to assist with the event. The contribution for this event is fixed for the term of the Contract and may only be adjusted with the mutual agreement of both the City and the Contractor. The City is responsible for all advertising, collection, disposal, providing labor as necessary for the event. The Contractor is indemnified by separate agreement with the City. At the Contractor's discretion, the Contractor's logo will appear with the City's logo, and other sponsors if applicable, in all related event advertisements, banners, etc. where the City's logo appears. The Contractor is under no obligation to provide staffing for the event but may do so at the Contractor's sole discretion.

14.0

TRANSFERABILITY OF CONTRACT AND SUBCONTRACTING - Other than by operation of law, no assignment of the Contract or any other right accruing under this Contract shall be made, in whole or in part, neither shall the Contractor subcontract any task under this Contract without the express written consent of the City. The City shall have the right to investigate the proposed assignee, as outlined under the original proposal, and reserves the right to reject any proposed assignee that does not meet the requirements of the original proposal. The City agrees to not unreasonably withhold consent to assignment. Upon assignment, the assignee agrees to assume all terms and conditions of the Contract.

- 15.0 EXCLUSIVE CONTRACT - The Contractor shall have the sole and exclusive franchise, license, privilege and right to provide collection and disposal of Refuse from Commercial and Industrial Units, and special collections, within the corporate limits of the City. The Contractor shall have the right to solicit for collection and disposal of Dead Animals and Hazardous Waste, but such right shall not be exclusive. Notwithstanding this provision, the City reserves the right to contract collection and disposal of storm-related debris resulting from hurricanes or other natural disasters.
- 16.0 OWNERSHIP - Title to all Refuse and Dead Animals shall pass to the Contractor when placed in the Contractor's collection vehicle, removed by the Contractor from a Bin, or removed from the customer's premises. Title to Unacceptable Waste shall remain with the generator of that waste at all times.
- 17.0 ARBITRATION - Should a dispute arise regarding the interpretation of any provision of the Contract, except Paragraph 7.0, or any proposed rate increase under Paragraph 13.6, or monthly invoices under Paragraph 13.9 that cannot be resolved, within a reasonable amount of time, between the City and the Contractor, the parties may request the determination of such dispute by a mutually acceptable arbitrator. Should the parties be unable to agree upon a mutually acceptable arbitrator, each party shall nominate one arbitrator and the arbitrators so nominated by the parties shall select a third arbitrator who will act with them as a three-member arbitration panel to decide the disagreement between the parties by the concurrence of a majority of the panel. Cost for such arbitration shall be borne equally by Contractor and City, provided that each party shall bears its own attorney fees. The decision rendered by the arbitrator(s) will be final, subject only to judicial review as may be available under the Texas General Arbitration Act. Provided, however, that nothing in this paragraph shall prevent the parties from resolving disputes prior to formal arbitration.
- 18.0 RELATIONSHIP BETWEEN THE PARTIES - The relationship between the parties is that of the City, as Owner, and Independent Contractor.
- 19.0 MISCELLANEOUS
- 19.1 Terms used in this Agreement which are defined in the General Conditions will have the meanings indicated in the General Conditions.
- 19.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 19.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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PERFORMANCE BOND

RFP #21502 Collection and Disposal of Commercial Containerized Solid Waste

STATE OF TEXAS }

Bond Number: 600227

COUNTY OF HARRIS }

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WE, Waste Corporation of Texas L.P. DBA GFL Environmental, as Principal, hereinafter called "Contractor" and the other subscriber hereto Evergreen National Indemnity Company, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of La Porte, Texas "Owner" in the sum of Seven Hundred Seventy-Six Thousand Four Hundred and Four and 20/100 Dollars, (\$ 776,404.20) for the payment of which sum, well and truly to be made to Owner and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has entered into a certain written contract with the Owner dated the 1st day of January, 20 22, herein referred to as "the Contract" and incorporated herein and made a part hereof for all purposes, for the construction of the following project (Project Name). RFP #21502 Collection and Disposal of Commercial Containerized Solid Waste

NOW, THEREFORE, if the said Contractor shall faithfully and strictly perform Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract Documents referred to therein and shall comply strictly with each and every provision of Contract and with this bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect.

Should the Contractor fail to faithfully and strictly perform the Contract in all its terms, including but not limited to the indemnifications thereunder, the Surety shall be liable for all damages, losses, expenses and liabilities that the Owner may suffer in consequence thereof, as more fully set forth herein. It is further understood and agreed that the Owner or its representatives shall exercise reasonable diligence in securing compliance on the part of the Contractor with the terms of the Contract. The Surety hereby waives any notice to it of any default, or delay, by the Contractor in the performance of his Contract, except to the extent that such notice is required in anticipation of or in connection with a claim on this bond. The Surety understands and agrees that the provision in the Contract that Owner shall retain certain amounts due the Contractor until the expiration of thirty days from the acceptance of the Work is intended for the Owner's benefit.

It is further expressly agreed by Surety that Owner or its representatives are at liberty at any time, without notice to the Surety to make any change in the Contract Documents and in the Work to be done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the work to be done thereunder; and that such

changes, if made shall not in any way vitiate the obligations in this bond and undertaking or release the Surety therefrom.

It is further expressly agreed and understood that the Contractor and Surety will fully indemnify and save harmless Owner from any liability, loss, cost, expense or damage arising out of or in connection with the failure of the Contractor to perform work as required under the Contract.

This bond and all obligations created hereunder shall be performable in Harris County, Texas. This bond is given in compliance with the provisions of Chapter 2253 of the Texas Government Code, as amended, which is incorporated herein by this reference. However, all of the express provisions hereof shall be applicable whether or not within the scope of said statute.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on the respective date written below and have attached current Power of Attorney.

Signed and sealed this 1st day of JANUARY, 2022.
The date of bond shall not be prior to date of Contract

Waste Corporation of Texas L.P.
DBA GFL Environmental

PRINCIPAL

By: 

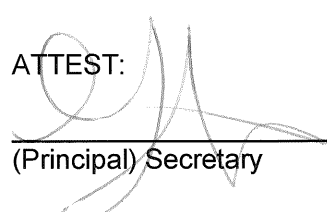
Name: Eva Mazzaferro

Title: Vice President

Address: 8515 Hwy 6 South
Houston, TX 77083

Telephone Number 832-374-0401

ATTEST:


(Principal) Secretary


(SEAL)

Evergreen National Indemnity Company
SURETY

By: 

Name: Misty Wright
Attorney in Fact

ATTEST:


~~Secretary~~ Amanda George

(SEAL)

Address: 6410 Parkland Blvd Ste 321
Mayfield Heights, OH 44124

Telephone Number 832-476-6803

1. Corporate principals to provide the following certificates:

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Mindy Gilbert, (name) certify that I am secretary/_____
Waste Corporation of Texas L.P.
(title) of DBA GFL Environmental, (company name) which is named as principal in the
within foregoing Bond, that Eva Mazzaferro, (name of person executing
bond) who signed the said Bond on behalf of the principal, was then
Vice President (title of person executing bond) of said principal; that I know
his/her signature and that his/her signature is therefore genuine; and the Bond was duly signed,
sealed, and attested for and in behalf of said Corporation by authority of its governing body.



Signature

Eva Mazzaferro, Vice President

Print Name

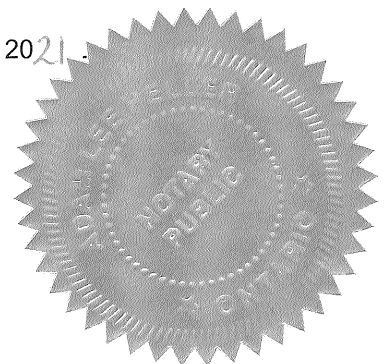
(Corporate Seal- required if a Corporation)

Subscribed and Sworn before me this 9th day of December, 2021.



Notary Public

Adam Lee Heller



2. Surety shall provide a current power of attorney.
3. Date of Bond and surety power-of-attorney must not be dated prior to date of Agreement.
4. Surety companies executing bonds must appear on the Treasury Departments' most current list (Circular 570 amended) and be authorized to transact business in the State of Texas.

EVERGREEN NATIONAL INDEMNITY COMPANY
MAYFIELD HEIGHTS, OH
POWER OF ATTORNEY

Bond No. 600227

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint:

MICHAEL HERROD, TINA MCEWAN, TERRI L. MORRISON, ANDREA M. PENALOZA, LUPE TYLER, MISTY WRIGHT

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed TWENTY-FIVE MILLION AND 00/100 DOLLARS (\$25,000,000.00)

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.

FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of June, 2017.

EVERGREEN NATIONAL INDEMNITY COMPANY



By: _____

Matthew T. Tucker, President

By: _____

David A. Canzone, CFO

Notary Public)
State of Ohio)

SS:

On this 1st day of June, 2017, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Matthew T. Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.



PENNY M HAMM
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
04-04-2022

Penny M. Hamm, Notary Public
My Commission Expires April 4, 2022

State of Ohio)

SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed this 1st day of January, 2022.



Wan C. Collier, Secretary



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested:	<u>August 28, 2023</u>
Requested By:	<u>Ray Mayo, Director</u>
Department:	<u>Public Works</u>
<input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance	

Exhibits: Bid Tabulation 23028; Bid Notifications and Access Report; Architect's Recommendation Letter; Bid from Construction Masters of Houston, Inc.; Ordinance Establishing Financial Qualification for Bidders

Appropriation	
Source of Funds:	<u>015 – General Fund</u>
Account Number:	<u>015-8080-552-1100</u>
Amount Budgeted:	<u>\$2,444,319.00</u>
Amount Requested:	<u>\$3,307,098.00</u>
Budgeted Item:	<input checked="" type="radio"/> Yes <input type="radio"/> No

SUMMARY & RECOMMENDATION

Bids were received for City of La Porte Bid #23028, La Porte Fitness and Recreation Center Expansion on June 28, 2023. The project was posted on Civcast, Public Purchase and the City website. The bid notice was advertised on June 1 and June 8, 2023, in the Bay Area Observer. One-hundred thirty-three bidders were notified with forty-five vendors accessing the bid documents and five contractors responding with a bid. FMG Construction Group LLC of Houston submitted the lowest bid of \$3,214,038.00. FMG Construction Group (FMG) was evaluated and found to not be able to meet the financial stability criteria needed for this level of project. This is an automatic disqualifier based on the City of La Porte Code of Ordinances Sec. 2-07 (d) (1) a. Staff also has concerns on FMG's ability to perform the work in a timely manner based on current and past projects provided by FMG in their bid proposal. The requirement for this project is to have the work completed within 300 days of a notice to proceed being issued. Delays in the completion of this project will create a substantial hardship on the citizens of La Porte that use the Recreation and Fitness Center and those that use the Senior Center. FMG's references were favorable.

Upon FMG being notified of their disqualification from this project, their President responded that the audit was based on 2022 financials and may not be representative of 2023 standings, and with an offer to place \$500,000.00 USD cash on the City of La Porte Trust Account until the completion of the project in order satisfy City of La Porte minimum requirements.

The second low bidder on this project is Construction Masters of Houston, Inc (CM) with a bid of \$3,251,019.00. Upon review of their financials that were provided, CM appears to have the financial capacity for this project. They will be providing a certified

audit of their financials in the near future to our Finance Department for review. They have completed many projects of this nature with municipalities in a timely manner. The design architect, PGAL, has provided a letter of recommendation to award to the second low bidder, Construction Masters of Houston, Inc. CM's references were favorable.

The project includes renovations to the main lobby, administration offices, aerobics rooms, weight rooms, locker rooms, and the corridors connecting them. The entire building's internal HVAC system components will be replaced throughout the building. Associated electrical, plumbing, and audio-visual and security improvements will be limited to the sections being renovated. No exterior renovations will be performed except the main entrance ramp to the building. The Fitness center equipment will be re-located within the building, during renovations to allow for consistency in operations. There will be some limited periods when the building will be closed for safety reasons. The work is expected to be substantially completed within 274 calendar days.

The La Porte Development Corporation (LPDC) funded Capital Improvement Project (CIP) PR0008 for the Recreation Center Expansion Phase I Project in the amount of \$3,202,152.00. To date, we have spent \$757,833.00 on this project for a new roof, new HVAC system exterior components, and the design of Phase I. This leaves available funds of \$2,444,319.00 to complete the project. This results in a budget shortfall of \$806,700.00. To construct this project, staff proposes to use \$600,000.00 from the Parks Zone fund in the FY24 budget and allocate unused funds from PR011 (Broadway Trail Lighting) in the amount of \$50,000.00, CIP PR0017 (Fairmont Park West Splashpad) in the amount of \$69,848.00 and CIP PR0021 (Fairmont Park Dog Park) in the amount of \$142,931.00 for a total of \$262,779.00. This will bring the available funding for this project to a total of \$3,307,098.00.

PR0021 (Fairmont Dog Park) was funded by LPDC and has an unspent balance in the amount of \$142,931.00. Staff requested that the LPDC Board approve the re-allocation of these funds and publicly post the transfer not to exceed \$142,931.00 from PR0021 to PR0008. This notice was posted in the Bay Area Observer on Thursday, July 27, 2023, to begin the 60-day comment period.

Staff recommends the re-allocation of the un-spent funds, the use of FY24 park-zone funds, and the award of Bid # 23028 to Construction Masters of Houston, Inc. in the amount of \$3,251,019.00, contingent on the favorable review of audited financials demonstrating a proper level of benchmark working capital. Staff requests \$56,079.00 as construction contingency.

Benefits:

- Construction-ready project becomes fully funded.
- Utilizing available funds that will otherwise be unspent due to scope modifications or receipt of funding from other sources.

Liabilities:

- Re-bidding and construction of the Recreation and Fitness Center Improvements project would be delayed until additional funding becomes available.

STRATEGIC PLAN STRATEGY AND GOAL

3.0 The City of La Porte will have and maintain a strong infrastructure and up-to-date facilities in order to continue to provide superior services for our citizens.

ACTION REQUIRED BY CITY COUNCIL

Presentation, discussion, and possible action to authorize the re-allocation of previously budgeted and unspent funding from the following projects; PR011 in the amount of \$50,000.00, PR0017 in the amount of \$69,848.00 and PR0021 in the amount of \$142,931.00 to project (PR0008), La Porte Fitness and Recreation Center Expansion; Authorization to utilize \$600,000.00 from the Park Zone fund to be identified in the FY24 budget; and Award of Bid #23028 to Construction Masters of Houston, Inc., contingent on the favorable review of audited financials demonstrating a proper level of benchmark working capital; or Award of Bid #23028 to FMG Construction Group contingent on additional financial review or a combination of cash bond; and Authorization for the City Manager to execute a construction contract in the amount of up to \$3,251,019.00 and a contingency amount of \$56,079.00 for a total authorization of \$3,307,098.00.

Approved for the City Council meeting agenda.

Corby D. Alexander, City Manager

Date

ORDINANCE NO. 2013-3491

AN ORDINANCE AMENDING CHAPTER 2 "ADMINISTRATION" OF THE CODE OF ORDINANCES BY REVISING STANDARDS RELATED TO REVIEW OF FINANCIAL RECORDS OF CERTAIN BIDDERS ON PUBLIC WORKS CONTRACTS; CONTAINING A SEVERABILITY CLAUSE; CONTAINING A REPEALING CLAUSE; FINDING COMPLIANCE WITH THE OPEN MEETINGS LAW; AND PROVIDING AN EFFECTIVE DATE HEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA PORTE, TEXAS:

Section 1: That Chapter 2, "Administration," Article III, "Finance," Division 2. "Purchases and Contracts", Subdivision II "Public Works Contracts", Section 2-106 of the Code of Ordinances, La Porte, Texas, is hereby amended to read as follows:

"Sec. 2-106. - Qualification requirement of bidders; filing of contractor's qualification statement.

- (a) The city council has determined, and does hereby find, determine, and declare that it is in the best interest of the city that in the case of all construction projects having an owner's estimated construction cost of greater than \$1,000,000.00, all bidders must submit with their bid package, a satisfactory contractor's qualification statement, on forms to be provided by the city. Submission of a contractor's qualification statement is a condition precedent to execution of a contract by the city with the successful bidder.
- (b) For projects with an owner's estimated construction cost of less than \$1,000,000.00, contractors may be required to file a contractor's qualification statement, if such is determined by the city manager to be required. In making such determination, the city manager shall review the city's past experience with projects of similar nature; the recommendation of the project architect/engineer which considers the complexity of the project; and the uniqueness or novelty of the anticipated project which may require a high degree of contractor specialization, technical expertise and/or previous experience on similar projects.
- (c) After the bid opening for contracts up to \$2,000,000.00 the city shall request financial statements from the apparent low bidder that have been reviewed by an independent certified public accountant. For contracts over \$2,000,000.00 the apparent low bidder must submit audited financial statements performed by an independent certified public accountant. The information contained in such contractor's qualification statement and the reviewed or audited financial statement is deemed confidential; shall not be disclosed by the city to the public or to other contractors; and shall be deemed exempt for disclosure by the city to the public or to other contractors; and shall be deemed exempt from disclosure

under the Open Records Act, V.T.C.A., Government Code §552.001 et seq., in accordance with the state attorney general's opinion number ORD-309, 1982. The city council finds that disclosure of the financial information is likely to have either of the following effects:

- (1) To impair the city's ability to obtain necessary information in the future;
or
- (2) To cause substantial harm to the competitive position of the person from whom the information was obtained."

Section 2: That Chapter 2, "Administration," Article III, "Finance," Division 2. "Purchases and Contracts", Subdivision II "Public Works Contracts", Section 2-107 of the Code of Ordinances, La Porte, Texas, is hereby amended to read as follows:

"Sec. 2-107. - Requirements for contractors entering bids on projects subject to submittal of qualification statement under section 2-106.

- (a) *Subcontracting of work in excess of 50 percent; consent required.* Contractors entering bids on city construction projects subject to section 2-106 of this Code shall not subcontract more than 50 percent of the work on the project without first obtaining the express written consent of the city.
- (b) *Attendance of pre-bid conference required.* All contractors (or representatives of the contractors) desiring to bid on city construction projects subject to section 2-106 of this Code must attend a prebid conference. Otherwise, such contractors' bids will be returned by the city unopened.
- (c) *Determination of bidding capacity.* The city is interested in determining a contractor's bidding capacity for the purpose of awarding contracts subject to section 2-106 of this Code. Bidding capacity for each contractor shall be equal to net working capital. Net working capital is defined as current assets less current liabilities, as shown on a balance sheet reviewed or audited by an independent certified public accountant. The city will determine the minimum bidding capacity for each project. Only those contractors possessing a bidding capacity meeting or exceeding that minimum will be considered qualified for that project.
- (d) *Standards for contractor disqualification.* The city council adopts the following standards for disqualification of contractors:
 - (1) *Automatic disqualification.* Automatic disqualification shall take place under the following circumstances:
 - a. The company has a negative net working capital or does not meet minimum bidding capacity.
 - b. There is a failure to complete statements in all detail.
 - c. The company or personnel are on the federal job debarment list.
 - d. The company or personnel are on the Justice Department list of unacceptable contractors; i.e. convicted on antitrust violations.

- e. There is a failure to complete a statement in a truthful manner.
- (2) *Other considerations for possible disqualification.* Disqualification may also take place according to the following considerations:
- a. Companies with pending litigation may be disqualified for the duration of litigation as deemed to the advantage of the city by the city's project manager.
 - b. There is a default on the contract, or forfeiture of bid bonds or performance bonds.
 - c. There is a performance record of poor workmanship on previous projects.
 - d. There is a performance record of failure to complete warranty work.
 - e. There has been a bankruptcy or financial reorganization.
 - f. Companies submitting consolidated financial statements will be disqualified unless their parent company agrees to be the contracting party with the city.”

Section 3. The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council is posted at a place convenient to the public at the City Hall of the city for the time required by law preceding this meeting, as required by Chapter 551, Tx. Gov’t Code; and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 4. Each and every provision, paragraph, sentence and clause of this Ordinance has been separately considered and passed by the City Council of the City of La Porte, Texas, and each said provision would have been separately passed without any other provision, and if any provision hereof shall be ineffective, invalid or unconstitutional, for any cause, it shall not impair or affect the remaining portion, or any part thereof, but the valid portion shall be in force just as if it had been passed alone.

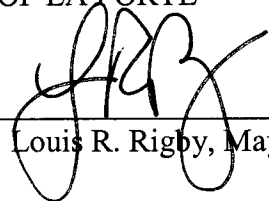
Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict only.

Section 6. This Ordinance shall be effective after its passage and approval.

PASSED AND APPROVED this the 26th day of August, 2013.

CITY OF LA PORTE

By: _____


Louis R. Rigby, Mayor

ATTEST:


Patrice Izard
City Secretary

APPROVED:


William T. Adams
Assistant City Attorney

Bid Opening
June 28, 2023
2:00 P.M.

Notificatons and Access Report to Sealed Bid #23028 - Recreation & Fitness Center Renovation

Notification Report:

Vendor Name	Reason
123 Builders Co.	Bid Notification
3G Electric Inc.	Bid Notification
3J Ryan, Inc.	Bid Notification
AHRG, Corporation	Bid Notification
All Pro General Construction, Inc.	Bid Notification
Alpha Testing, Inc.	Bid Notification
aztec remodeling & landscaping company	Bid Notification
Baird, Gilroy, and Dixon, LLC.	Bid Notification
Baukus Electric	Bid Notification
BidClerk	Bid Notification
Blackbird renewable energy	Bid Notification
Brookstone Construction	Bid Notification
Builders United, LLC	Bid Notification
Cadence McShane	Bid Notification
CDC News	Bid Notification
Civil Concepts	Bid Notification
CMC Development & Construction Corporation	Bid Notification
CMST, LL	Bid Notification
Comex Corporation	Bid Notification
ConstructConnect	Bid Notification
Construction Masters of Houston	Bid Notification
Construction Software Technologies	Bid Notification
Cox Commercial Construction, LLC	Bid Notification
Crain Group	Bid Notification
Custer Fence	Bid Notification
D Davila	Bid Notification
Debmar Construction, Inc.	Bid Notification
DM Construction LLC	Bid Notification
Dodge Data & Analytics	Bid Notification
Dort & O'Connor Contractors	Bid Notification
DT Construction, LP	Bid Notification
EI Dorado Services Inc.	Bid Notification
Elite Construction and Engineering Services, LL	Bid Notification
ELITE TEXTILE TRADING LLC	Bid Notification
Environmental Allies, Inc.	Bid Notification
ES Consulting	Bid Notification
Facility Solutions Group	Bid Notification
Fielder's Choice, Inc.	Bid Notification
Flintco Construction	Bid Notification
FMG Construction Group LLC	Bid Notification
FRAGMA Construction Services, LLC	Bid Notification
Frost Construction Company, Inc.	Bid Notification
G.A.M. Construction Inc	Bid Notification
Gauge Engineering	Bid Notification
General Contractor Services, Inc.	Bid Notification
GFL Environmental	Bid Notification
Greenscapes Six, LLC	Bid Notification
Gulf Coast Limestone	Bid Notification
HDR Engineering, Inc.	Bid Notification
Hearn Company	Bid Notification
Higginbotham	Bid Notification
HSC	Bid Notification
iDoTakeoffs	Bid Notification

ILCOR Builders	Bid Notification
iSqFt	Bid Notification
Jamail & Smith Construction, LP	Bid Notification
JDC Services	Bid Notification
JEBCO inc.	Bid Notification
Kessler Painting	Bid Notification
Key HTX	Bid Notification
L & M Contractors. Inc.	Bid Notification
LandPro, Inc.	Bid Notification
Learning Environments LLC®	Bid Notification
LEMCO	Bid Notification
Locus Construction	Bid Notification
M.A.K. Fencing, Inc	Bid Notification
Maguire Iron, Inc.	Bid Notification
Marsh & McLennan Agency, LLC	Bid Notification
McDonald Electric	Bid Notification
MetroCity, LLC	Bid Notification
MHB Construction, Inc.	Bid Notification
Mickie Service Company Inc.	Bid Notification
MRI Builders	Bid Notification
Mustang Cat	Bid Notification
Nash	Bid Notification
NovaTech	Bid Notification
Patak Construction, Inc.	Bid Notification
Peek Traffic	Bid Notification
Perkins WS Corporation	Bid Notification
Pfeiffer & Son, Ltd.	Bid Notification
Pierce Goodwin Alexander & Linville, Inc.	Bid Notification
PLW Waterworks, LLC	Bid Notification
Power Vac America, Inc.	Bid Notification
Precision Demolition LLC	Bid Notification
Prime Vendor Inc.	Bid Notification
Professional Service Industries, Inc. (PSI)	Bid Notification
R. Hassell Properties, Inc.	Bid Notification
R.H. Shackelford, Inc.	Bid Notification
RAB	Bid Notification
Ramtech Building Systems, Inc.	Bid Notification
Reed Construction Data	Bid Notification
road runner restoration	Bid Notification
Rust, Ewing, Watt & Haney, Inc.	Bid Notification
Scope Twenty Eight, LLC	Bid Notification
SER Construction Partners, LLC.	Bid Notification
South Ranger Construction Inc.	Bid Notification
Southern Ionics Incorporated	Bid Notification
Southland Fence & Supply	Bid Notification
SpawGlass Construction Corporation	Bid Notification
T & A Turf and Irrigation, LLC.	Bid Notification
Teal Construction	Bid Notification
Texas Fluid Power	Bid Notification
The Barry Group, LLC	Bid Notification
The Gonzalez Group	Bid Notification
The Trevino Group	Bid Notification
Triumph Cabling Systems	Bid Notification
TUCON, LLC	Bid Notification
Virtual Builders Exchange	Bid Notification

Access Report:

Vendor	Documents
123 Builders Co.	
3G Electric Inc.	Sealed Bid #23028.pdf
Alpha Testing, Inc.	Sealed Bid #23028.pdf
Ask IT Consulting Inc.	
aztec remodeling & landscaping company	
Baird, Gilroy, and Dixon, LLC.	Sealed Bid #23028.pdf
Blackbird renewable energy	
Brookstone Construction	Sealed Bid #23028.pdf
Builders United, LLC	Sealed Bid #23028.pdf
Cadence McShane	
Climate Survival Solutions	
CMC Development & Construction Corporation	Sealed Bid #23028.pdf
CMS	
CMST, LL	
Comfort Systems USA South Central	
Competitive Choice	
ConstructConnect	Sealed Bid #23028.pdf
Construction Masters of Houston	Sealed Bid #23028.pdf
Construction Software Technologies	
Cox Commercial Construction, LLC	
Crain Group	
Custer Fence	Sealed Bid #23028.pdf
Dodge Data & Analytics	Sealed Bid #23028.pdf
Elite Construction and Engineering Services, LL	Sealed Bid #23028.pdf
ELITE TEXTILE TRADING LLC	
Environmental Allies, Inc.	Sealed Bid #23028.pdf
ES Consulting	Sealed Bid #23028.pdf
Flintco Construction	
FMG Construction Group LLC	Sealed Bid #23028.pdf
FRAGMA Construction Services, LLC	Sealed Bid #23028.pdf
G.A.M. Construction Inc	Sealed Bid #23028.pdf
Gauge Engineering	Sealed Bid #23028.pdf
GFL Environmental	Sealed Bid #23028.pdf
Gulf Coast Limestone	Sealed Bid #23028.pdf
Hearn Company	
Higginbotham	Sealed Bid #23028.pdf
iDoTakeoffs	Sealed Bid #23028.pdf
IMS	
iSqFt	
Jamail & Smith Construction, LP	Sealed Bid #23028.pdf
Key HTX	Sealed Bid #23028.pdf
LandPro, Inc.	Sealed Bid #23028.pdf
M.A.K. Fencing, Inc	Sealed Bid #23028.pdf
Marsh & McLennan Agency, LLC	Sealed Bid #23028.pdf
MetroCity, LLC	Sealed Bid #23028.pdf
Mickie Service Company Inc.	Sealed Bid #23028.pdf
MRI Builders	
Mustang Cat	Sealed Bid #23028.pdf
Nash	Sealed Bid #23028.pdf
NovaTech	
Peek Traffic	Sealed Bid #23028.pdf
Perkins WS Corporation	
Pierce Goodwin Alexander & Linville, Inc.	
Precision Demolition LLC	Sealed Bid #23028.pdf
Prime Vendor Inc.	Sealed Bid #23028.pdf
R. Hassell Properties, Inc.	Sealed Bid #23028.pdf
RAB	Sealed Bid #23028.pdf
Rust, Ewing, Watt & Haney, Inc.	
School Wholesale Supplies LLC	
Scope Twenty Eight, LLC	Sealed Bid #23028.pdf

SER Construction Partners, LLC.	Sealed Bid #23028.pdf
Southern Ionics Incorporated	
Southland Fence & Supply	Sealed Bid #23028.pdf
SpawGlass Construction Corporation	
SWA Group	
Teague Nall and Perkins, Inc.	
Teal Construction	
Texas Fluid Power	Sealed Bid #23028.pdf
The Barry Group, LLC	Sealed Bid #23028.pdf
The Bid Lab	
The Gonzalez Group	Sealed Bid #23028.pdf
The Trevino Group	Sealed Bid #23028.pdf
Triumph Cabling Systems	Sealed Bid #23028.pdf
TUCON, LLC	Sealed Bid #23028.pdf
Tukmol General Contractor	
Virtual Builders Exchange	Sealed Bid #23028.pdf
Wayne Enterprises	

August 16, 2023

Mr. Ray Mayo
Director Of Public Works
2963 N 23rd Street
La Porte, TX 77571

Re: City of La Porte
City of La Porte Fitness & Recreation Center Renovation - Bid No. 23028
Architect's Recommendation of General Contractor

Dear Ray,

On Wednesday, June 28th, 2023, sealed bids were opened for the above referenced project. There was a total of two (5) bidders.

Based on the bids received, the bidders were evaluated on the price and total calendar days for construction. Based on the evaluations, it is our recommendation that the project be awarded to Construction Masters of Houston, as they were 2nd low base bid and had all the corresponding documents.

We have received notice that the low bidder does not meet minimum bidding capacity for this project per the City of La Porte code. Therefore, we recommend awarding Bid 23028 to the 2nd low bidder, construction Masters of Houston, contingent of them providing audited financials and adequate benchmark working capital. The financial information will be analyzed by the City's Finance Department.

PGAL does have experience working with Construction Masters of Houston and come highly recommended. We were able to check three of the references and overall had a positive experience working with them.

Please feel free to give me a call to discuss this recommendation. We appreciate the opportunity to provide continued service to the City of La Porte.

Sincerely,

Paul D. Bonnette, AIA
Principal

cc: File/1002426/6800

ALEXANDRIA
ATLANTA
AUSTIN
BOCA RATON
CHICAGO
DALLAS/FORT WORTH
DENVER
HOBOKEN
HOUSTON
LAS VEGAS
LOS ANGELES
SALT LAKE CITY
SAN DIEGO



Bid No. 23028
La Porte Fitness and Recreation Center Expansion

City of La Porte
Purchasing Manager
604 W. Fairmont Parkway
La Porte, Texas 77571

Date and Time
June 28, 2023, 2:00 P.M.

Submitted by
Justin Davis, President

DOCUMENT 004123 - **BID FORM** - CONSTRUCTION MANAGEMENT (SINGLE-PRIME
CONTRACT) 1.1 BID INFORMATION

A. Bidder: Construction Masters of Houston, Inc..

B. Project Name: **La Porte Fitness and Recreation Center Expansion**

C. Project Location: **1322 South Broadway, La Porte, Texas 77571**

D. Owner: **City of La Porte**

E. Owner Project Number: **#23-318**

F. Architect: **Paul Bonnette, PGAL, 3131 Briarpark Dr., Suite 200, Houston, Texas 77042. Phone #:
713.622.1444**

G. Architect Project Number: **#1004953.02**

1.2 CERTIFICATIONS AND BASE BID

A. Base Bid, Single-Prime (All-Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by **PGAL** and the Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment, and services, including all scheduled allowances, necessary to complete the construction of above-named Project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. Three Million Two Hundred Fifty-one Thousand Nineteen and No/100 Dollars(\$ 3,251,019.00).

2. The above amount may be modified by amounts indicated by the Bidder on the attached Bid Supplement - Alternates and Bid Supplement - Unit Prices.

1.3 BID GUARANTEE

A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within **15** days after a written Notice of Award, if offered within **60** days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. **5% (GAB)** Dollars (\$ _____).

B. In the event Owner does not offer a Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.4 SUBCONTRACTORS AND SUPPLIERS

A. The following companies shall execute subcontracts for the portions of the Work indicated:

1. Concrete Work: Marek Sawing & Drilling.
2. Masonry Work: N/A.
3. Plumbing Work: Innovative Plumbing.
4. HVAC Work: Traylor Mechanical.
5. Electrical Work: Leggio Electric.

1.5 TIME OF COMPLETION

A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect and shall fully complete the Work within 300 calendar days.

Response: Work shall be completed in 250 Calendar Days.

1.6 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated June 23, 2023.
2. Addendum No. 2, dated _____.
3. Addendum No. 3, dated _____.
4. Addendum No. 4, dated _____.

1.7 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto:

1. Bid Form Supplement - Bid Bond Form (City of La Porte form, provided).

1.8 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in the State of Texas, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.9 SUBMISSION OF BID

A. Respectfully submitted this 28th day of June, 2023.

B. Submitted By: Construction Masters of Houston, Inc. (Name of bidding firm or corporation).

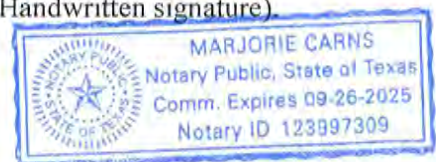
C. Authorized Signature:  (Handwritten signature).

D. Signed By: Justin Davis (Type or print name).

E. Title: President (Owner/Partner/President/Vice President).

F. Witnessed By:  (Handwritten signature).
Lynnette McLain, Project Coordinator

G. Attest:  (Handwritten signature).



H. By: Marjorie Carns (Type or print name).

I. Title: Office Manager ~~(Corporate Secretary or Assistant Secretary)~~.

J. Street Address: 3908 3rd Street.

K. City, State, Zip: Pearland, TX 77581.

L. Phone and E-mail: 281-997-2640 / marji@cmhou.com.

M. License No.: Nortary ID: 123997309.

N. Federal ID No.: 76-0237825 (Affix Corporate Seal Here).

END OF DOCUMENT 004123

BID BOND

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

SURETY'S NO. _____

KNOW ALL MEN BY THESE PRESENTS, THAT Construction Masters of Houston, Inc.

(hereinafter called the Principal), as Principal and United Fire & Casualty Company

(hereinafter called the Surety), as Surety, are bound unto the City of La Porte, Texas, a home rule municipal corporation of Harris County, Texas (hereinafter called Obligee) in the amount of Five Percent of Greatest Amount Bid Dollars (\$ 5% G.A.B.), for the payment whereof said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid to enter into a certain written Contract with Obligee for Bid No. 23028

City of La Porte Fitness and Recreation Center Expansion

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully, enter into such written Contract, then this obligation shall be void; otherwise to remain in full force and effect.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that if said Principal should withdraw its Bid anytime after such Bid is opened and before this Bid Bond is returned or before official rejection of such Bid; or, if successful in securing the award thereof, said Principal should fail to enter into the Contract and furnish satisfactory Performance Bond and Payment Bond, and other required contract documents, the Obligee, in either of such events, shall be entitled and is hereby given the right to collect the full amount of this Bid Bond as liquidated damages.

PROVIDED, further that if any legal action be filed upon this Bond, venue shall lie in Harris County, Texas.

IN WITNESS WHEREOF, the said Principal and Surety do sign and seal this instrument this 28th
of June, 2023

Construction Masters of Houston, Inc.

Principal/Contractor

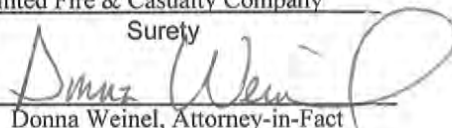
By:


Justin Davis, President

United Fire & Casualty Company

Surety

By:


Donna Weinel, Attorney-in-Fact

Address: P. O. Box 1587

Pearland, Texas 77588

Address: 118 Second Avenue SE

Cedar Rapids, Iowa 52401

NOTE: Attach Power of Attorney



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

G.C. BLYSTONE, JR., MARK SMITH, DONNA WEINEL, BRYAN BURKHART, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$40,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this

27th day of July, 2021



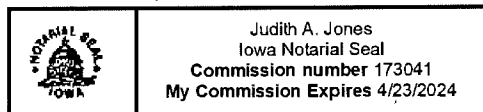
UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

On 27th day of July, 2021, before me personally came Dennis J. Richmann

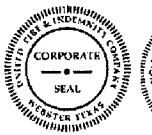
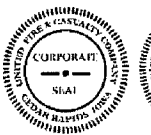
to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones
 Notary Public
 My commission expires: 4/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
 this 28th day of June, 2023.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

BPOA0049 1217

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.

Justin Davis, President

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.

None

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?

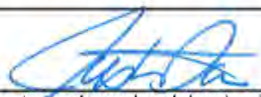
☐ Yes

☐ 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 

Signature of vendor doing business with the governmental entity
Justin Davis, President

6/28/2023

Date

CITY OF LA PORTE
RESPONDENT AFFIDAVIT

The foregoing prices shall include all labor, materials, equipment, removal, overhead, profit, freight, insurance, etc., to cover the finished work specified in this bid.

All items bid and installed under this procurement must be new and unused and in undamaged condition.

The City of La Porte is tax exempt and no taxes shall be included in the pricing of this solicitation.

Respondent understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the solicitation.

The respondent agrees that this solicitation shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving submittals.

The undersigned affirms they are duly authorized to represent this firm, that this proposal has not been prepared in collusion with any other firm, and that the contents contained herein have not been communicated to any other firm prior to the official opening.

Respectfully submitted:

Business Name: Construction Masters of Houston, Inc.

Address: 3908 3rd Street
Pearland, TX 77581

Printed Name: Justin Davis, President

Authorized Signature: 

Date: 6/28/2023

CITY OF LA PORTE CERTIFICATION OF RESPONDENT

City of La Porte Ordinance #98-2217 prohibits any expenditure for goods or services by the City of La Porte from any person, firm, or corporation owing any delinquent indebtedness to the City. The undersigned respondent further certifies that it is in compliance with the requirements of said ordinance. A copy of the ordinance may be obtained by contacting the City of La Porte Purchasing Division at 281-470-5126.

If undersigned bidder is not in compliance with Ordinance 98-2217, it hereby assigns to the City of La Porte, the amount of its delinquent indebtedness to the City of La Porte, to be deducted by the City of La Porte from the amounts due the undersigned.

Failure to remit this certification with the response or non-compliance with said ordinance shall be just cause for rejection or disqualification of submitted proposal.



The undersigned hereby certifies that it is in compliance with Ordinance 98-2217.

Or

_____ The undersigned assigns to the City of La Porte, the amount of its delinquent indebtedness, to be deducted by the City of La Porte from the amounts due the undersigned.

(Initial one of the above)

Business Name: Construction Master of Houston, Inc.

Address: 3908 3rd Street

Pearland, TX 77581

Printed Name: Justin Davis, President

Authorized Signature: 

Date: 6/28/2023

CITY OF LA PORTE

PROTECTION OF RESIDENT WORKERS COMPLIANCE

The City of La Porte, Texas actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S.

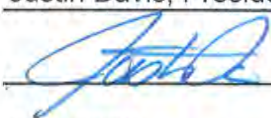
The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9).

The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

Business Name: Construction Masters of Houston, Inc.

Address: 3908 3rd Street
Pearland, TX 77581

Printed Name: Justin Davis, President

Authorized Signature: 

Date: 6/28/2023

CITY OF LA PORTE

INDEMNITY HOLD HARMLESS AGREEMENT


To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of La Porte, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney's fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expenses, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by or working as an independent contractor for Contractor or said Subcontractors or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees or independent contractors.

The Contractor expressly understands and agrees that any insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City of La Porte, its Council members, officers, agents and employees and herein provided.

Business Name: Construction Master of Houston, Inc.

Address: 3908 3rd Street
Pearland, TX 77581

Printed Name: Justin Davis, President

Authorized Signature: 

Date: 6/28/2023

Not Applicable



CITY OF LA PORTE LOCAL BIDDER PREFERENCE APPLICATION

Sections 271.905 and 271.9051 of the Texas Local Government Code authorize a municipality to consider a vendor's location in the determination of a bid award if the lowest bid received is from a business outside the municipality and contracting with a local bidder would provide the best combination of price and other economic benefits to the municipality. The City of La Porte, Texas has determined that the allowable preference shall be applied to local vendor's bids for the purposes of evaluation when requested in writing by local bidder and when determined to be in the best interest of the City to do so. **This request form and any supporting documentation must be submitted with quote/bid in order to be considered by the City of La Porte, Texas.** Questions should be addressed to the Purchasing Department at 281-470-5126. Exclusions to the local preference include expenditures of \$25,000 or less, and those purchases which are: sole source, emergency, federally-funded, cooperative contracts, service contracts subject to the Professional Services Procurement Act, contacts awarded through request for proposals or qualifications, or via inter-local agreement.

Location Eligibility: Principal place of business in La Porte, Texas. Principal place of business is defined herein as a business that is headquartered in and has an established place of business in the incorporated limits of the City of La Porte, and from which a substantial role in the entity's performance of a commercially useful function or a substantial part of its operations is conducted. A location utilized as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed as a principal place of business.

1.

- (a) If yes, identify name of business/DBA, address and business structure: sole proprietorship, partnership, corporation or other.

Name of business/DBA: _____

Address: _____

City: _____ State: _____ Zip: _____

Sole Proprietorship

Partnership

Corporation

Other _____

- (b) Name and city of residence of owner(s) partners/corporate officers as applicable

Name: _____

City: _____

2. General Business Information:

- (a) Year business established (La Porte location) _____
(b) Most recent year property valuation (if owned); real and personal property \$ _____
(c) Is business current on all property, sales tax and utility bills at the time of this application? _____
(d) Total number of current employees _____ and number of La Porte-resident employees _____

3. Economic Development benefits resulting from award of this contract:

- (a) Number of additional jobs created _____ or retained for La Porte resident-employees _____

(b) Local subcontractor utilized, if applicable; name, location and contract value for each

Name: _____

Address: _____

Contract Value \$ _____

(c) Other economic development benefit deemed pertinent by applicant

The undersigned does hereby affirm that the information supplied is true and correct as of the date hereof, under penalty of perjury.

City Bid No./Quote for which the local preference is requested: _____

(Name of Bidder)

(Date)

(Signature)

(Print Name)

THE STATE OF TEXAS §
§
COUNTY OF _____ §

Appeared before me the above-named _____, known to me to be the same, and swore that the information provided in response to the foregoing questions are true and correct to the best of his/her knowledge and belief, this _____ day of _____, 20____.

NOTARY PUBLIC, STATE OF TEXAS

Printed Name: _____

Commission Expires: _____

References:

Please PRINT or TYPE here, the names, addresses and other contact information of persons in a management capacity where other similar work has been provided within the last five (5) years, or is currently being provided that may be willing to provide a reference and recommendation for your company. Failure to complete and submit this form may be cause to disqualify your proposal. References provided must be for similar events.

At least 2 of the 4 required references should be current and of a similar size and scope. Contractor shall also indicate the date services were performed and a brief description of the type of event, and any other pertinent information involved for each reference provided.

Company Name	Contact	Address	Telephone	E-mail
City of Friendswood	Hailee Medwedeff	15355 Blackhawk Blvd, Friendswood, TX	77546-2801 / 281.993.3402	
Email: hmedwedeff@friendswood.com				

Project Information – please refer to continuation page.

Company Name	Contact	Address	Telephone	E-mail
City of Pearland	Jennifer Lee	3519 Liberty Drive, Pearland, TX	77581 / 281.652.1760	
Email: JLee@pearlandtx.gov				

Project Information – please refer to continuation page.

Company Name	Contact	Address	Telephone	E-mail
Brazoria County	Gerald Hendrick II	451 North Velasco St., Suite 100, Angleton, TX	77515 / 979.864.1676	
Email: geraldh@brazoriacountytx.gov				

Project Information – please refer to continuation page.

Company Name	Contact	Address	Telephone	E-mail
Hill International	Heather J. Oberst	Two Riverway, Suite 705, Houston, TX	77056 / 713.349.9333	
Email: HeatherOberst@hillintl.com				

Project Information – please refer to continuation page.

Company Name	Contact	Address	Telephone	E-mail
San Jacinto College	Ron Andell	4624 Fairmont Parkway East, Bldg A-1, Pasadena, TX	77504 / 281.542.2016	
Email: Ron.Andell@sjcd.edu				

Construction Masters has worked with San Jacinto College over many years completing new builds, maintenance, and renovations, stemming from as early as 2008 with Hurricane Ike Recovery.

References – Project Information:**Continuation**

At least 2 of the 4 required references should be current and of a similar size and scope. Contractor shall also indicate the date services were performed and a brief description of the type of event, and any other pertinent information involved for each reference provided.

City of Friendswood – Blackhawk Renovation (Current Project)

The existing 35,000 SF single story building renovation includes modifications and upgrades to systems throughout the interior and exterior to accommodate new offices, shops, utility upgrades and a future shelter build-out space. Scheduled Completion Date: 11/1/2023

City of Pearland – Orange Street Service Center Phase 1 – Admin Building (Past Project)

Administration Building improvements which include the demolition of two existing building and utility services; new construction of a 2-story, approximately 19,000 SF building consisting mostly of office and work-stations; and major building systems. Substantial Completion Date: 10/15/2021

Brazoria County – Facilities Management Warehouse (Current Project)

Construction of a new pre-engineered metal building of approximately 22,200 SF to include but not be limited to housing emergency commodities and bulk storage. Scheduled Completion Date: 7/24/2023

Hill International – Baytown Utility Services Building (Past Project)

Strategic demolition of the existing Citizens Bank Building and site and a new Utility Services building, with 6,300 SF of enclosed space in a single story, steel structure with brick masonry and metal panel exterior construction. The new structure will reuse Architecturally significant masonry from the front façade of the aforementioned building to be demolished. Also included, a 450 SF of canopy covered outdoor space. The exterior sitework includes site paving and utilities. A phased project. Substantial Completion Date: 5/2/2023

Construction Masters of Houston, Inc.

Contractor's Qualification Statement

- 1 The phone number, email address, and primary contact of the Bidder's place of business.

Response: Office: 281.997.2640 / justin@cmhou.com / Justin Davis, President

- 2 The number of years engaged in the contracting business under the present firm name, and the name of the state where incorporated. Include names of previous firms that principals have been employed.

**Response: 36 years under present firm name, Incorporated in the State of Texas,
Principal: Jusitn Davis, President (no other firms.)**

- 3 A list of property and equipment available to the Bidder to evaluate if the Bidder can complete the Work in accordance with the Bidding Documents.

Response:
Property: Corporate Office, 3908 3rd Street, Pearland, TX 77581
Equipment: Construction Masters leases equipment as needed, through long standing relationships with equipment vendors.

- 4 The Bidder's performance record giving the description, location, and telephone numbers of similar projects constructed in a satisfactory manner by the Bidder.

Response: Please refer to the attachment 'Similar Projects'.

- 5 A list of projects presently under contract, the approximate contract amount, and percent of completion of each.

Response: Please refer to the attachment 'Projects in Progress'.

- 6 A list of contracts which resulted in law suits.

Response: None

- 7 A list of contracts defaulted.

Response: None

- 8 A statement of the Bidder indicating whether or not the Bidder has ever filed bankruptcy while performing Work of like nature or magnitude.

Response: Construction Masters of Houston, Inc. has never filed for bankruptcy while performing Work of like nature or magnitude, nor on any project.

- 9 A list of officers of the firm who, while in the employ of the firm or the employ of previous firms, were associated with contracts which resulted in lawsuits, contracts defaulted or filed for bankruptcy.

Response: None / N/A

- 10 The technical experience of personnel guaranteed to be employed in the responsible charge of the Work stating whether the personnel have or have not performed satisfactorily on other contracts of like nature and magnitude of comparable difficulty at similar rate of progress.

Response: Personnel

Project Executive: Justin Davis, President

Project Manager: David Larsen

Superintendent: Adrian Guerra

Please refer to the attached resumes.

Construction Masters establishes a common goal of designing and building a project that meets and exceeds the client's monetary and functional goals within the time frame established. Justin, David and Adrian have teamed together on previous projects of like nature and magnitude performing to the satisfaction of our clients.

- 11 Such additional information as will assist OWNER in determining whether the Bidder is adequately prepared to fulfill the contract.

Response: Please refer to the attachment 'Project Approach' for additional information.

SIMILAR PROJECTS

CITY OF LA PORTE FITNESS AND RECREATION CENTER EXPANSION

Harris County ESD 48 – Fire Station 4 Renovation

22855 Franz Road, Katy, TX 77449

Substantial Completion Date: 2/21/23

Contract Amount: \$989,300

Description: Renovation of a two-story structure, approximately 10,677 SF, which houses fire department personnel by updating office, living, sleeping, work, and exercise/gym areas.

Owner: Harris County ESD #48

832.739.6503

Ray Sidwell, Asst. Chief Administrator (Ray.Sidwell@hcesd48.org)

Architect: Martinez Architects

281.346.7371

Ricardo Martinez (ricardom@martinez-architects.com)

Barbers Hill Middle School North Girls Athletic Renovations

7579 Eagle Drive, Mont Belvieu, TX 77523

Substantial Completion Date: 8/1/22

Contract Amount: \$632,615

Description: Selective demolition and renovation to the Girls Athletic Locker Room.

Owner: Barbers Hill ISD

281.576.2221

Stan Frazier, Asst. Superintendent of Planning & Operations (Stan.Frazier@bhisd.net)

Architect: cre8Architects

713.526.2738

George Watanabe (George.Watanabe@cre8houston.com)

City of Friendswood Blackhawk Renovation

15355 Blackhawk Blvd., Friendswood, TX 77546

Scheduled Completion Date: 11/1/23

Contract Amount: \$5,066,380

Description: The existing 35,000 SF single-story building renovation includes modifications and upgrades to Systems throughout the interior and exterior to accommodate new offices, shops, utility upgrades and a Future shelter build-out space.

Owner: City of Friendswood

281.993.3402

Hailee Medwedeff, Projects Coordinator (hmedwedeff@friendswood.com)

Architect: PGAL

713.968.9394

Ryan Bass (Rbass@pgal.com)

Pearland City Hall Complex Renovation – City Hall and Annex**Phased Project – 4 Phases**

3519 Liberty Dr., Pearland, TX 77581

Substantial Completion Date: 3/7/18

Contract Amount: \$6,124,000

Description: Complete gut and remodel of 125, 000 SF area. Two buildings, comprised of a three-story City Hall structure and one-story Annex Building, housing operations personnel, council chambers and administration.

Owner: City of Pearland

281.652.1760

Contact: Jennifer Lee, Sr. Project Manager (jlee@pearlandtx.gov)

Architect: ZCA+HBL Architects

713.374.0151

Stephen Lucchesi (slucchesi@zieglercooper.com)

City of Webster Police Department Renovation

217 Pennsylvania Ave., Webster, TX 77598

Substantial Completion Date: 9/17/19

Contract Amount: \$351,382

Description: 2,433 SF; Demolition and renovation to the breakroom, dispatch breakroom, property room, restrooms.

Owner: City of Webster, Public Works

281.316.3701

Shannon Hicks (shicks@cityofwebster.com)

Architect: PGAL

713.622.1444

Jeff Gerber (jgerber@pgal.com)

PROJECTS IN PROGRESS

Fort Bend County ESD No. 2 Willowfork Administration Bldg & Fire Station 1 Renovation

Admin: 2700 Spring Green Blvd., Katy, TX 77494 | Fire Station 1: 24655 Westheimer Parkway, Katy, TX 77494

Scheduled Completion Date: Admin: 2/16/2024 | FS 1: 1/31/2024

Final Contract Amount: \$5,931,935

Delivery Method: CMAR

Owner:

Name: Billy Wilson, Fire Chief, Willowfork Fire Dept.

Phone: (281) 395-0011, ext 110

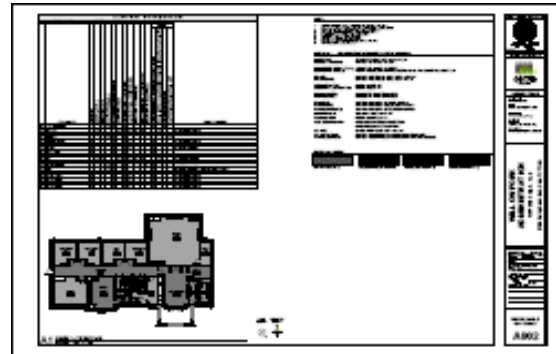
Email: Billy.Wilson@willowforkfire.com

Architect:

Name: Ricardo Martinez, Martinez Architects

Phone: (281) 346-7371

Email: ricardom@martinez-architects.com



% Complete: 12%

City of Friendswood Blackhawk Renovation

15355 Blackhawk Blvd., Friendswood, TX 77546

Scheduled Completion Date: 11/1/2023

Final Contract Amount: \$5,066,380

Delivery Method: CSP

Owner:

Name: Hailee Medwedeff, Projects Coordinator

Phone: (281) 993-3402

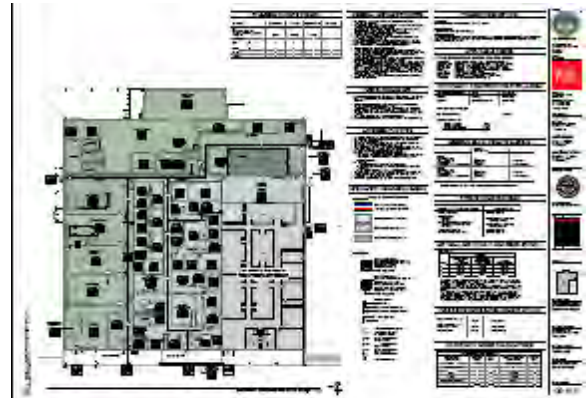
Email: hmedwedeff@friendswood.com

Architect:

Name: Ryan Bass, PGAL

Phone: (713) 968-9394

Email: Rbass@pgal.com



% Complete: 40%

City of Hitchcock - New City Hall Renovation and Expansion

8102 Highway 6, Hitchcock, TX 77563

Scheduled Completion Date: 8/11/2023

Final Contract Amount: \$1,882,700

Delivery Method: CSP

Owner:

Name: Marie Gelles, City Manager

Phone: (409) 986-5591

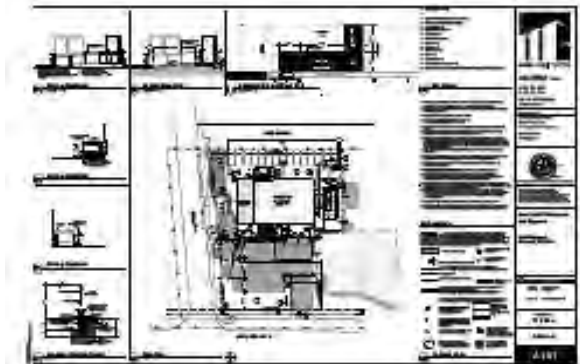
Email: mgelles@cityofhitchcock.org

Architect:

Name: Eric Batte, MG Architects

Phone: (713) 552-0707

Email: eric@mgarchitects.com



% Complete: 36%

CSM Warehouse Expansion Phase 2

8660 Lambright Rd., Houston, TX 77075

Scheduled Completion Date: 7/1/2023

Final Contract Amount: \$1,050,700

Delivery Method: CSP

Owner:

Name: Casey Wendelburg, VP, CSM Industrial

Phone: (713) 991-2202

Email: cmw@csmindustrial.com

Architect:

Name: Ricardo Martinez, Martinez Architects

Phone: (281) 346-7371

Email: ricardom@martinez-architects.com



% Complete: 96%

Brazoria County Facilities Management Warehouse

1340 E. Kiber Rd., Angleton, TX 77515

Scheduled Completion Date: 7/24/2023

Final Contract Amount: \$3,089,900

Delivery Method: CSP

Owner:

Name: Gerald Hendrick, II, Project Designer, BC Facilities Mgmt

Phone: (979) 864-1676

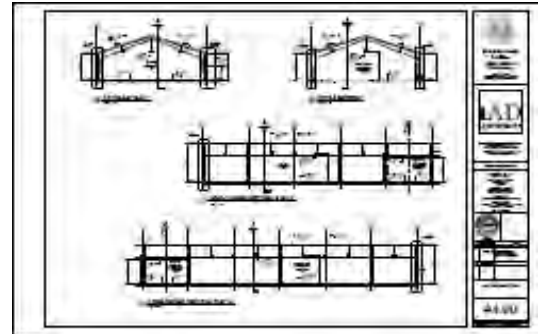
Email: geraldh@brazoria-county.com

Architect:

Name: Brent Bowles, iAD Architects

Phone: (979) 297-1411

Email: bbowles@iadarchitects.com



% Complete: 74%



Justin Davis

President



QUALIFICATIONS

- Veteran of the Industry, Extensive History Working with County and Municipal Governments
- Experienced Leadership
- Excellent Communication Skills
- Key Time Management Expertise

- 16 Years with CM
- 20 Years in Construction
- BBA in Marketing from Houston Baptist University
- OSHA-10 Certification

PROJECT ROLE: Project Executive

Justin's duties will include contract administration, labor & product procurement, submittal review, schedule management, quality control, overall project oversight; attendance at all OAC meetings.

RELEVANT FACILITY HIGHLIGHTS Public



- City of Baytown Utility Services Building
- Brazoria County Lake Jackson Annex Building
- Brazoria County Resoft Park Maintenance Shop with Ranger Station
- Brazoria County Hanson Riverside Park
- City of Pearland Delores Fenwick Nature Center
- City of Pearland Orange Street Service Center



David Larsen

Project Manager



QUALIFICATIONS

- Experienced Project Manager
- Excellent Communication Skills
- Cost and Time Management Expertise
- Seasoned Professional in Working with City and County Governments

- 3 Years with CM
- 18 Years in Construction
- Licensed Houston and Texas Journeyman Electrician, 2004 - 2010
- OSHA-10 & 30 Certifications

PROJECT ROLE

David's duties will include subcontractor management, construction process control, safety inspections, quality assurance and construction conflict resolution; and attend all OAC meetings.



RELEVANT FACILITY HIGHLIGHTS

- City of Pearland Orange Street Service Center
- Baytown Animal Services and Adoption Shelter
- Brazoria County Facilities Management Warehouse
- New Hitchcock City Hall Renovation and Expansion
- Barbers Hill ISD Women's Locker Room



Adrian Guerra

Superintendent



QUALIFICATIONS

- Detailed in Execution and Project Completion
- Adept Communication Skills
- Strong Leadership in Managing Personnel in the Field
- Bilingual – English and Spanish

- 2 Years with CM
- 6 Years in Construction
- B.S. in Occupational Therapy, University of Texas Medical Branch, Galveston
- OSHA-10 Certification
- Bilingual – English & Spanish

PROJECT ROLE

Adrian's duties will include day-to-day project administration, subcontractor management, quality and safety assurance, schedule maintenance and customer coordination.



RELEVANT FACILITY HIGHLIGHTS

- Baytown Animal Services and Adoption Shelter
- City of Friendswood Blackhawk Renovation
- Barbers Hill ISD auxiliary Field Press Box and Site Work
- San Jacinto College Generation Park Shade Structure

Project Approach

Methodology

The key to any successful project is organizing the right people, subcontractors and vendors for the work proposed. We put people in a position to be successful. Our management team is selected based on their experience and performance on projects of similar scope and complexity. Our goal is to cultivate relationships, beyond the responsibilities of constructing a building, so that an organization's mission, culture, and values are encompassed.

Our commitment to producing a quality product, in time and on budget, is a direct reflection of the relationships we build, and respect earned with our subcontractors and vendors. We treat our partners with the same honesty, integrity, and transparency as we do our clients; in-turn we require their commitment to our philosophy on the job.

This effort leads to a cooperative partnership, between the customer, design team, general contractor, subcontractors, and vendors. This synergetic partnership establishes a common goal of designing and building a project that meets and exceeds the client's monetary and functional goals within the time frame established.

In the last 2 years, 90% of our business came from repeat customers. We believe this statistic illustrates our commitment to our core values. We earn these relationships by building trust through schedule management, cost control and building a quality product.

Cost Management

Our initial objective on similar projects is to develop team continuity. The same team members will be available to the project from the pre-construction phase through closeout. Continuity of the team ensures consistency and transparency which leads to effective cost management.

Our first goal will be to develop an understanding of the customer's primary objectives, priorities, and the value placed on each aspect of the project. With this information, we can develop a pricing strategy that ensures the customer will meet their objectives. We begin identifying cost saving measures on items with the lowest prioritization and continue to move up until the desired budget is met.

We have a multifaceted approach to cost estimating consisting of RS Means Unit Cost Estimating, Subcontractor Engagement, & Constructability Review. We will take the following steps to provide timely, accurate cost estimates:

- Develop a comprehensive unit of measure takeoff for all construction tasks. Completing this takeoff gives us the information needed to verify completeness and accuracy of all cost estimates.
- Import our unit of measure takeoffs into RS Means Unit Pricing Bulletin software. This information is used to develop preliminary cost estimates.

- Engage subcontractors and to provide current market pricing which is then compared to our preliminary unit cost estimates.
 - Continuously engage subcontractors, vendors, manufacturers, and vendors to keep current on future market pricing.
 - Identify construction tasks that may require early start to avoid price escalation.
 - Integrate the construction team to review constructability methods, site logistics, and schedules.
 - Identify alternate logistics, methods, and schedules that may produce cost savings.
- Justin Davis will be the Project Executive assigned to this project. As such, he will lead the estimating efforts from conceptual design to completion. Justin has been leading Construction Masters' estimating program for more than 16 years. He will leverage his relationships with capable local subcontractors, creating value through the efficiencies of local infrastructure.

Schedule Control

We maintain schedule control by proposing a realistic schedule, procuring materials early, hiring subcontractors with ample manpower, forecasting conflicts, and adjusting quickly when things do not go as planned.

The schedule we submitted with this proposal is a realistic path from start to finish. It was generated by consulting with subcontractors & vendors and combining their feedback with our own experiences. We want to build quickly but not at the sake of sacrificing quality.

QA/ QC Control

QA/ QC starts before an installation begins. Pre-installation meetings are held prior to commencement of any task. We review plans, specifications, previous tasks, and future tasks to get all groups working together. Tasks are inspected daily by our management team and deficient items are corrected immediately. We schedule and allow subcontractors ample time to get their work done without a need for shortcuts or poor workmanship.



REQUEST FOR CITY COUNCIL AGENDA ITEM

Agenda Date Requested: 08/08/23
Requested By: Darren Withers, IT Manager
Department: IT Division
☒ Report ☐ Resolution ☐ Ordinance

Exhibits: DataVox Quote (Texas DIR-TSO-4167)

Appropriation	
Source of Funds:	<u>Technology Fund</u>
Account Number:	<u>023-9903-580-8023</u>
Amount Budgeted:	<u>\$200,000.00</u>
Amount Requested:	<u>\$195,862.66</u>
Budgeted Item:	<input checked="" type="radio"/> Yes <input type="radio"/> No

SUMMARY & RECOMMENDATION

The City of La Porte utilizes an environment known as Unified Computing System (UCS). It is a powerful computer system used by organizations to run their computers, networks and manage their data. It combines several components like servers (powerful computers that host and run applications), networking (the hardware and software that help connects computers and other devices), storage (where data is kept), and virtualization (creating virtual computers within a single physical machine) into a single integrated system. This makes it easier to manage, more efficient, and saves space and energy.

Acquired in mid-2016, our present UCS setup is approaching the end of its operational life cycle, which requires us to upgrade. The End of Life (EOL) and End of Support (EOS) are set for Spring 2024, making it essential to replace the system promptly. After this date, no system patches, or support will be available, which could lead to vulnerabilities in security status.

This comprehensive system is vital for city employees across various departments, who rely on its wide-ranging capabilities for diverse server applications, storage, networking, printing, telecommunications, and more. This system fulfills an impressive 98% of the all the City's needs.

UCS offers high availability, which means it is designed to minimize downtime and keep services running even if there are problems. High availability in a UCS helps prevent issues in several ways:

Redundancy: UCS includes backup components. If one part fails, the backup takes over automatically. For example, if one server fails, another server can take over its work.

Failover: If a system component fails, the UCS can automatically reroute workloads to healthy components.

Load Balancing: UCS can distribute workloads across multiple servers to prevent any single server from getting overloaded.

Health Monitoring: UCS constantly checks the health of its components. If it detects an issue, it can take corrective action before it becomes a major problem.

Virtualization: UCS uses virtualization to create multiple virtual servers on a single physical server. If one virtual server fails, others can still operate, and the failed server can be quickly replaced.

Centralized Management: UCS can be managed from a single interface, making it easier to monitor and respond to issues quickly.

These features help prevent downtime, maintain services, and ensure that the organization's IT infrastructure is resilient and reliable.

By investing in new equipment, the City of La Porte reaffirms its dedication to delivering top-notch services for the next 6-7 years.

STRATEGIC PLAN STRATEGY AND GOAL

Governance. The City of La Porte is governed in a transparent, efficient, accountable, and responsive manner on behalf of its citizens that actively promotes citizen involvement. IT will provide technical assistance and services to all city departments as part of this goal.

Communication. The City of La Porte will build relationships and showcase our community through communication and technology. IT will provide technical assistance and services to all city departments as part of this goal.

Infrastructure and Facilities. The City of La Porte will have and maintain a strong infrastructure and up to date facilities in order to continue to provide superior services for our citizens. IT will provide technical assistance and services to all city departments as part of this goal.

ACTION REQUIRED BY CITY COUNCIL

Presentation, discussion, and possible action to authorize the City Manager to execute an agreement with DataVox (Texas DIR Vendor Number 176-025-1479-000) under Texas DIR Contract Number: DIR-TSO-4167, in the amount of \$195,862.66, for upgrades to Unified Computing System (UCS) environment.

Approved for the City Council meeting agenda

Corby D. Alexander, City Manager

Date

Scope of Work

Prepared for: City of La Porte

Presented on: 8/1/2023

Version

Quote # DVXQ26262-01





Quote # DVXQ26262-01

City of La Porte SOW

Revision History

Revision	Date	Name	Description of Change
1.0	8/07/2023	Kyle Sandoval	Initial Document

SOW Expires 30 Days from Date of Submittal

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Version

8/1/2023

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**City of La Porte SOW**

Contents

1.0 Executive Summary	4
1.1 Solution Summary	4
1.2 Primary Project Contacts	4
2.0 In-Scope Services	4
2.1 Project Initiation and Planning Phase	4
2.2 Project Execution Phase	5
2.2.1 UCS Intersight Configuration	5
2.2.2 UCS Fabric Interconnect Configuration	5
2.2.3 UCS Blade Configuration and Migration	6
2.3 Project Knowledge Transfer and Closing Phase	6
2.4 Project Deliverables	7
3.0 Project Management Services	7
4.0 Out-of-Scope Services	8
5.0 Assumptions and Responsibilities	9
5.1 DataVox Assumptions	9
5.2 Customer Responsibilities	9
5.3 DataVox Responsibilities	10
6.0 Completion Criteria	10
6.1 Deliverables Acceptance	10
7.0 Pricing and Payment Information	11
7.1 Professional Services	11
7.2 Project Summary Pricing	11
7.3 Project Invoicing	11
8.0 Change Management Process	11
9.0 Termination	11
10.0 Terms and Conditions	12
11.0 Notices	12

SOW Expires 30 Days from Date of Submittal

City of La Porte SOW

1.0 Executive Summary

This Statement of Work defines the consulting, configuration services, and deliverables that DataVox will provide City of La Porte. The purpose of these services is to assist City of La Porte in the installation of a new pair of Cisco UCS 6454 Fabric Interconnects and four (4) B200M6 blades to replace their existing UCS compute environment.

1.1 Solution Summary

DataVox is proposing two (2) Cisco UCS 6454 Fabric Interconnects as a replacement for their existing Cisco UCS 6248 Fabric Interconnects. The Cisco UCS6454 Fabric Interconnect is a 1-rack unit (RU), top of rack (TOR), fixed-port data center platform that provides both network connectivity and management capabilities to the Cisco UCS system. This project will upgrade the customers Fis as well as four (4) of their existing blades with M6 blades and utilize the customers existing chassis

1.2 Primary Project Contacts

The table lists the primary DataVox and City of La Porte contacts for this project.

DataVox		City of La Porte	
Name/Role	Contact Information	Name/Role	Contact Information
Dan Mitchell / Account Manager	Phone: 713-881-7035 Email: danm@datavox.net	James Janoch	Phone: 281-471-5020 x5034 Email: janochj@laportetx.gov

2.0 In-Scope Services

This Scope of Work ("SOW") defines the services that DataVox will provide City of La Porte and the pricing for these services. DataVox has developed an initial architecture plan and design from the scoping discussions with City of La Porte. This Section lists the in-scope services that DataVox will provide City of La Porte at the following locations:

Location	Address
Main Data Center	City of La Porte, Texas

2.1 Project Initiation and Planning Phase

- Site technical inspection to validate the following:
 - Ensure that there is adequate clearance space around the fabric interconnect to allow for servicing the fabric interconnect and for adequate airflow.
 - Ensure that the chassis can be adequately grounded. If the fabric interconnect is not mounted in a grounded rack.

SOW Expires 30 Days from Date of Submittal

City of La Porte SOW

- Ensure that the site power meets the power requirements for the fabric interconnect.
- Document current UCS fabric interconnect configuration including networking, fiber channel, blade configuration and blade profiles.
- Document current cabling matrix and work with the customer to document and plan new cabling matrix for the two (2) new Cisco UCS 6454 fabric interconnects.

2.2 Project Execution Phase

2.2.1 UCS Intersight Configuration

- If not already complete, work with the customer in creating an Intersight account prior to FI configuration.
- Configure name, admin password, management IP address, DNS, default gateway and domain name for Fabric Interconnect-A via console or GUI
- Configure name, admin password, management IP address, DNS, default gateway and domain name for Fabric Interconnect-B via console or GUI
- Claim both Fabric Interconnects for use with the Cisco Intersight Platform
- Configure the ports on the Fabric Interconnects to discover the connected chassis and servers

2.2.2 UCS Fabric Interconnect Configuration

- Develop and configure the UCS Domain profile
- Develop and configure up to two (2) Server Profile Templates
- Develop and configure one (1) UCS Chassis profile
- Create the following policies in the UCS Domain Policy:
 - Port Policy
 - Ethernet Network Group Policy
 - Ethernet Network Control Policy
 - VLAN configuration policy
 - VSAN configuration policy
 - NTP Policy
 - Network Connectivity Policy
 - SNMP Policy (If required)
 - System QOS Policy
 - Syslog Policy
 - Flow Control and Link Aggregation policy
 - MultiCast policy
- Create one (1) server policy including but not limited to the following policies:
 - Adapter Configuration Policy
 - LAN Connectivity Policy
 - Ethernet Adapter Policy
 - Ethernet QoS Policy
 - Ethernet Network Policy
 - Ethernet Network Group Policy
 - Ethernet Network Control Policy

SOW Expires 30 Days from Date of Submittal

City of La Porte SOW

- SAN Connectivity Policy
 - Fibre Channel Adapter Policy
 - Fibre Channel Network Policy
 - Fibre Channel QoS Policy
 - FC Zone Policy
 - BIOS Policy
 - Boot Order Policy
 - Disk Group Policy
 - IMC Access Policy
- Create one (1) UCS Chassis Policy
 - IMC Access Policy
 - SNMP Policy
 - Power Policy
 - Thermal Policy
- Create the following Pools:
 - IP Pool
 - MAC Pool
 - UUID Pool
 - WWN Pool
 - IQN Pool
 - Resource Pool
 - Virtual Routing and Forwarding

2.2.3 UCS Blade Configuration and Migration

- Install one (1) virtualized vCenter Server
- Deploy up to four(4) ESXi hosts in the UCS environment included in this Scope of Work
- Configure standard virtual switching with up to 10 internal VLANs based on DataVox recommendations
- Configure virtual machine port groups
- Configure VMKernel Network Interface Cards for management, vMotion and Storage
- Create and mount up to six (6) VMFS datastores
- Configure DNS and NTP
- Install VMWare Update Manager and fully patch all hosts
- Migrate customer's existing VM workload from legacy UCS environment to newly installed and configured UCS environment

2.3 Project Knowledge Transfer and Closing Phase

DataVox will conduct two (2) high-level knowledge transfer sessions for up to four (4) technical persons identified by the Customer. The sessions will be conducted by a DataVox project engineer between three (3) to five (5) days after system installation and before project closeout.

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Version

8/1/2023

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City of La Porte SOW

2.4 Project Deliverables

Each in-scope phase has specific deliverables attached.

As part of this SOW the following deliverables will be developed throughout the project with the involvement of City of La Porte's IT team.

- **Project Initiation and Planning** – This includes the project plan and timeline.
- **Project Execution** – This includes results of the system testing.
- **Project Knowledge Transfer and Closing** – This includes project wrap-up documentation such as: as-built files, configuration files, Visio Diagram(s), and administration and maintenance guides.

NOTES:

- Custom documents and runbooks are outside this scope of work.
- Documentation not explicitly listed in this SOW can be provided at additional cost.
- All documents will be delivered electronically. It is Customer's responsibility to make the necessary print copies.

3.0 Project Management Services

This Section describes DataVox Project Management Services. DataVox follows the Project Management Institute (PMI) project management methodology, condensed into the following phases for the simplicity of presentation of phases in this SOW:

DataVox offers three (3) Project Management Packages: Basic, Enhanced, and Premium. The following table lists the Project Management Package that DataVox will provide.

Project Management Package		Description
	Basic	<ul style="list-style-type: none">• Notification of resource assignment and scheduling.• Provide equipment tracking and delivery notifications.• Provide documentation and project sign-off.
X	Enhanced	<ul style="list-style-type: none">• Facilitate Kickoff Meeting.• Facilitate Technical Discovery Meeting(s).• Project planning using Microsoft Project.• Ongoing project tracking and progress reporting.• Provide documentation in a Project Wrap-Up Meeting.

SOW Expires 30 Days from Date of Submittal

City of La Porte SOW

	Premium	<ul style="list-style-type: none">• Facilitate Kickoff Meeting.• Facilitate Technical Discovery Meeting(s).• Project planning using Microsoft Project.• Ongoing project tracking and progress reporting.• Provide a Communication and Implementation Plan.• Risk and issues planning.• Provide a Test Plan.• Provide documentation and review lessons learned in a Project Wrap-Up Meeting.
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As part of the project management process, DataVox will assign a business team to the project soon after official project award. At a minimum, the project team will include an Account Manager, Lead Systems Engineer, Project Manager, and Solution Architect. The Project Manager will incorporate additional resources in the project as required by the project.

All personnel will have the requisite skills necessary to fulfill the project scope. DataVox strives to keep the same project team intact throughout the project but reserves the right to make changes to the team as necessary. DataVox will notify the Customer of any changes made to the project resources.

4.0 Out-of-Scope Services

Changes to the initial agreed upon parameters are referred to as “out-of-scope.” Out-of-scope items require a written and signed Change Order to be processed and may be subject to additional charges. For more information regarding change orders, please refer to Section 8.0.

NOTE: There may be extenuating circumstances, which may arise during the project cutover, that require immediate action by the DataVox project team. In such circumstances, DataVox will make every effort to identify and discuss such out-of-scope items and obtain Customer approval, but in the event this is not possible, Customer agrees and acknowledges to sign off on any reasonable additions in a subsequent Change Order.

Any service that is not explicitly listed as “In-Scope”, is considered to be out-of-scope for this engagement and includes but is not limited to:

- ⊗ Site inspection activities such as a comprehensive analysis of Customer facility’s power, cooling humidity, airborne contaminant, vibration levels, and determination of whether the data center’s raised floor has sufficient structural capability to accommodate the weight of newly installed equipment.
- ⊗ Environmental compliance or site preparation other than that which is listed in the UCS Fabric Interconnect installation guide.
- ⊗ Application integration or integration of third-party products or peripherals not included with the provided project bill of materials.
- ⊗ Assembly of racks or other computer room site preparation.
- ⊗ Any configuration of City of La Porte’s existing equipment, unless specifically stated in the In-Scope section of this document.

SOW Expires 30 Days from Date of Submittal

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Version

8/1/2023

City of La Porte SOW

- ⊗ Modification of any existing SAN Storage arrays
- ⊗ Integration to any existing backup services
- ⊗ Training classes not listed in this SOW.
- ⊗ Documentation not listed in this SOW.

IMPORTANT: Miscellaneous items may be required for completion during project execution (e.g., copper or fiber patch cables, power cords, and optics.) If miscellaneous items are required beyond what is included in the Bill of Materials, these items will be provided by Customer or the items can be purchased from DataVox following the standard change management process.

5.0 Assumptions and Responsibilities

5.1 DataVox Assumptions

This section lists the project assumptions:

- Customer's VMWare licensing is not OEM and can be reused in the new UCS environment
- DataVox will be given remote VPN access to City of La Portes network for the duration of this SOW.
- DataVox will be given access to City of La Porte's network while onsite from a DataVox provided laptop.
- UPS systems, network racks and high voltage electrical work are to be provided by third parties unless explicitly stated in Section 2.0.
- DataVox assumes no responsibility for the configuration of the Customer's existing infrastructure environments. DataVox will provide design recommendations consistent with those used to configure the infrastructure listed in the Bill of Materials for this SOW, however, it is Customer's responsibility to configure and troubleshoot their existing infrastructure in order for the solution to work properly using the provided design recommendations.
 - **IMPORTANT:** Network consulting services to implement existing infrastructure design recommendations are available. These services are considered billable and outside the scope of work.
- Unless agreed to in advance and explicitly stated in this SOW, Cutovers at each site will be flash cutovers (i.e. not a phased cutover) performed during weekday afterhours (after 5:00 PM CST) unless otherwise detailed within this SOW.
- If the project requires manufacturer entitlement for technical support services or software update/upgrade licensing, it is City of La Porte's responsibility to provide the necessary vendor contract information and access to the DataVox project team.

5.2 Customer Responsibilities

- Participate in project meetings including, but not limited to: Kickoff, Design and Wrap-Up Meetings.

SOW Expires 30 Days from Date of Submittal

City of La Porte SOW

- Complete any necessary configuration information.
- Configure existing infrastructure using the provided design recommendations by DataVox, if recommended.
- Provide access to the network and existing customer documentation to facilitate project objectives.
- Provide access to Customer's technical team to collect information and answer questions about the current configuration and define any business requirements that will impact the configuration of any new equipment subject to this SOW.
- Provide any existing IP addressing and configuration standards used in the infrastructure.
- Approve the project plan.
- Provide adequate space, power, and cooling based on DataVox recommendations.
- Provide adequate storage of project equipment at the relevant installation sites.
- Provide adequate security of project equipment once delivered to the relevant installation site.
- Provide any necessary asset tagging.
- Provide adequate workspace for the DataVox project team while onsite at Customer's facility.

5.3 DataVox Responsibilities

- Participate in project meetings including, but not limited to: Kickoff, Design and Wrap-Up Meetings.
- Review physical requirements with Customer (e.g. power, space, cooling, and network).
- Provide Customer guidance in the completion of the necessary database information.
- Completion of all in-scope services as defined in Section 2.0.

6.0 Completion Criteria

The services provided for within this SOW will be considered complete when:

- The services specified in **Section 2.0** are complete,
- The system testing is complete.
- Project deliverables are provided to Customer.

6.1 Deliverables Acceptance

Unless multiple project milestones are designated within this SOW, upon project completion, DataVox will provide City of La Porte with a Delivery Acceptance Form that Customer shall sign and return to DataVox within ten (10) business days. If project milestones are created pursuant to this SOW, then a Delivery Acceptance Form will be required upon completion of each milestone. If Customer takes issue with the Delivery Acceptance Form, Customer shall inform DataVox within three (3) business days of receipt of the same. Customer acknowledges and agrees that if it fails to provide the signed or fails to provide its rejection within the above-stated timeframe, DataVox will assume that all deliverables are considered accepted and shall continue with the next relevant phase.

SOW Expires 30 Days from Date of Submittal

**City of La Porte SOW**

7.0 Pricing and Payment Information

The price to complete this engagement is based on the criteria and assumptions provided within this SOW. Invoicing will occur according to the table below, subject to final credit approval.

7.1 Professional Services

The professional services will be provided on a fixed cost basis based on the criteria and assumptions in this scope of work. Changes to the scope of the project or price of the services will follow the change management process specified in Section 8.0

7.2 Project Summary Pricing

This table provides a summary of the costs associated with the project based on the criteria and assumptions in this scope of work.

SubTotal	\$195,862.66
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7.3 Project Invoicing

Project invoicing will occur as follows, subject to final credit approval:

- All equipment will be billed upon delivery to either DataVox's facility for staging or Customer's location.
- The remaining project balance will be progress-billed as services are completed and equipment is delivered.
- All invoices, other than the project deposit, are due net 30 days from invoice date.

8.0 Change Management Process

Either DataVox or the Customer may request a change to this SOW by executing a written change order signed by both DataVox and the Customer.

9.0 Termination

DataVox is committed to resolving any issues that Customer is experiencing with the equipment and services subject to this SOW.

Either party may terminate this Agreement for reasonable cause, after being afforded a thirty (30) day opportunity to cure.

If mutually agreed upon, both parties may terminate this Agreement for convenience at any time during the term of this Agreement. Customer shall be obligated to pay for any non-returnable equipment and services which have been rendered until such effective date of termination.

SOW Expires 30 Days from Date of Submittal

**City of La Porte SOW**

10.0 Terms and Conditions

The *DIR Terms and Conditions* shall govern the execution of this scope of work.

11.0 Notices

All notices required to be sent or given under this Agreement shall be sent in writing and shall be deemed duly given and effective (i) immediately, if delivered in person; (ii) the next business day, if delivered via electronic mail; (iii) if sent by registered mail, return receipt requested or first class postage prepaid, two (2) business days after deposit in the mail; or (iv) if sent by internationally recognized overnight delivery service, one (1) business day after delivery to a recognized overnight delivery service. In each case, notice must be addressed to the party entitled to receive the same at the address specified below:

If to Customer, then to:**Customer Name:** _____**Attention:** _____**Address:** _____
_____**Telephone:** _____**Email:** _____**If to DataVox, then to****DataVox, Inc.****Attention: Greg Smith, Vice President of Sales****6650 W. Sam Houston Parkway S.****Houston, Texas 77072****Telephone: 713-881-7467****With a copy to:****Legal Department – DataVox****Attention: Anuja Deshpande, General Counsel****SOW Expires 30 Days from Date of Submittal**



City of La Porte SOW

6650 W. Sam Houston Parkway S.

Houston, Texas 77072

Telephone: 713-881-7090

Email: legalnotices@datavox.net

Acceptance of Scope of Work

The use of signatures on this Scope of Work is to ensure agreement by City of La Porte on project objectives and the work to be performed by DataVox.

Parties to Agreement

This Scope of Work (SOW) is made and entered into between DataVox, Inc., 6650 West Sam Houston Parkway South, Houston, Texas 77072 ("DataVox") and City of La Porte, 604 West Fairmont Parkway, La Porte, TX 77571 ("Customer"), as of the date listed on the title page of this document.

Terms

When (but only when) signed by Customer and an authorized representative of DataVox this shall be a binding, legal contract.

The prices, specifications, and conditions in this SOW are satisfactory, and are hereby accepted in their entirety. Customer hereby agrees to purchase the Equipment and authorizes DataVox to do the work, and provide the materials specified, and payment will be made as outlined in the Payment section of this document. The price quoted in this SOW is based upon the Equipment included in the attached Bill of Material. Any changes in the Equipment or installation may result in a change in the price. Any such change must be in writing and signed by all parties.

DataVox reserves the right to modify payment terms at any time based on a review of the Customer's credit.

THIS AGREEMENT, WHEN SIGNED BY BOTH PARTIES (BELOW), SHALL BE GOVERNED BY THE TERMS AND CONDITIONS SET FORTH IN THIS DOCUMENT. THE AGREEMENT IS INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN. THERE ARE NO OTHER AGREEMENTS, OR WARRANTIES, ORAL OR WRITTEN, EXCEPT AS EXPRESSLY STATED IN THIS DOCUMENT. THIS AGREEMENT CANNOT BE MODIFIED EXCEPT IN WRITING AND SIGNED BY BOTH PARTIES.

Customer acknowledges having read and understood all of the terms and conditions specified in this SOW and acknowledges receipt of a complete executed copy of this SOW. Customer understands and agrees that this SOW and all of the terms and conditions hereof shall be a binding, enforceable contract when signed by Customer and by an authorized representative of DataVox.

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Quote # DVXQ26262-01

City of La Porte SOW

Approval Signatures

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this SOW to be duly executed.

DataVox, Inc.

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

City of La Porte

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

Date: _____ Technical validation provided by _____

Quote file
name: _____

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8/1/2023

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6650 W. Sam Houston Pkwy S, Houston, TX 77072

t. (713)881-5300 www.datavox.net

Quote # DVXQ26262-01

Date Aug 1, 2023

Expiration 30 Days

Prepared for:

City of La Porte

604 West Fairmont Parkway
La Porte, TX 77571
USA

James Janoch

Email janochj@laportetx.gov

Phone 281-471-5020 x5034

Customer ID #

Project #

Ship to Information:

City of La Porte

604 West Fairmont Parkway
La Porte, TX 77571
USA

attn: James Janoch

DataVox Contact:

Account Manager: Dan Mitchell

Phone 713-881-7035

Email danm@datavox.net

Prepared by: Sloane Fern

Phone 713-881-7026

Email sloanem@datavox.net



Contract Vehicle:

Texas DIR

DIR Vendor Number:

DataVox Texas DIR Vendor Number **176-025-1479-000**

DIR Contract Number:

DIR-TSO-4167

This contract information must appear on the purchase order

Part #	Description	Contract#	Service	Qty	Unit Price	Ext. Price
Licensing and Support						
UCS-M6-MLB	UCS M6 RACK, BLADE MLB	DIR-TSO-4167	---	1	\$0.00	\$0.00
DC-MGT-SAAS	Cisco Intersight SaaS	DIR-TSO-4167	---	1	\$0.00	\$0.00
	<i>Initial Term - 60.00 Months Auto Renewal Term - 12 Months Billing Model - Prepaid Term</i>	N/A				
DC-MGT-SAAS-EST-C	Cisco Intersight SaaS - Essentials	DIR-TSO-4167	---	4	\$767.52	\$3,070.08
SVS-DCM-SUPT-BAS	Basic Support for DCM	DIR-TSO-4167	---	1	\$0.00	\$0.00

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Part #	Description	Contract#	Service	Qty	Unit Price	Ext. Price
DC-MGT-IMCS-1S	IMC Supervisor - Advanced - 1 Server License	DIR-TSO-4167	---	4	\$0.00	\$0.00
DC-MGT-UCSC-1S	UCS Central Per Server - 1 Server License	DIR-TSO-4167	---	4	\$0.00	\$0.00
CON-SNTP-UCSB2M6U	SNTP-24X7X4 UCS B200 M6 Blade w/	DIR-TSO-4167	60	4	\$2,461.38	\$9,845.52
CON-OSP-SFI6454U	SNTP-24X7X4OS UCS Fabric Interconnect 6454	DIR-TSO-4167	60	2	\$10,377.98	\$20,755.96
N10-MGT018	UCS Manager v4.2 and Intersight Managed Mode v4.2	DIR-TSO-4167	---	2	\$0.00	\$0.00
Hardware						
UCSB-B200-M6-U	UCS B200 M6 Blade w/o CPU, mem, HDD, mezz (UPG)	DIR-TSO-4167	---	4	\$2,321.72	\$9,286.88
UCSB-MLOM-40G-04	Cisco UCS VIC 1440 modular LOM for Blade Servers	DIR-TSO-4167	---	4	\$637.12	\$2,548.48
UCSX-TPM-002C	TPM 2.0, TCG, FIPS140-2, CC EAL4+ Certified, for M6 servers	DIR-TSO-4167	---	4	\$34.16	\$136.64
N20-FW018	UCS 5108 Blade Chassis FW Package 4.2	DIR-TSO-4167	---	4	\$0.00	\$0.00
UCSB-FBLK-M6	Cisco B200 M6 Front Drive Blank Sleds	DIR-TSO-4167	---	8	\$0.00	\$0.00
UCS-DIMM-BLK	UCS DIMM Blanks	DIR-TSO-4167	---	64	\$0.00	\$0.00
UCSB-HS-M6-F	CPU Heat Sink for UCS B-Series M6 CPU socket (Front)	DIR-TSO-4167	---	4	\$0.00	\$0.00
UCSB-HS-M6-R	CPU Heat Sink for UCS B-Series M6 CPU socket (Rear)	DIR-TSO-4167	---	4	\$0.00	\$0.00
UCS-CPU-I4314	Intel 4314 2.4GHz/135W 16C/24MB DDR4 2667MHz	DIR-TSO-4167	---	8	\$1,381.26	\$11,050.08
UCS-MR-X16G1RW	16GB RDIMM SRx4 3200 (8Gb)	DIR-TSO-4167	---	64	\$622.38	\$39,832.32
UCS-SID-INFR-UNK	Unknown	DIR-TSO-4167	---	4	\$0.00	\$0.00
UCS-SID-WKL-UNK	Unknown	DIR-TSO-4167	---	4	\$0.00	\$0.00
UCS-FI-6454-U	UCS Fabric Interconnect 6454	DIR-TSO-4167	---	2	\$20,022.00	\$40,044.00
UCS-PSU-6332-AC	UCS 6332/ 6454 Power Supply/100-240VAC	DIR-TSO-4167	---	4	\$637.58	\$2,550.32
CAB-C13-C14-2M	Power Cord Jumper, C13-C14 Connectors, 2 Meter Length	DIR-TSO-4167	---	4	\$0.00	\$0.00
UCS-ACC-6332	UCS 6332/ 6454 Chassis Accessory Kit	DIR-TSO-4167	---	2	\$0.00	\$0.00
UCS-FAN-6332	UCS 6332/ 6454 Fan Module	DIR-TSO-4167	---	8	\$0.00	\$0.00
UCS-IOM-2408=	UCS 2408 I/O Module (8 External 25Gb Ports, 32 Internal 10Gb	DIR-TSO-4167	---	4	\$5,386.25	\$21,545.00
SFP-H25G-CU3M=	25GBASE-CU SFP28 Cable 3 Meter	DIR-TSO-4167	---	8	\$93.27	\$746.16
MS Licensing						
9EA-00325	OLV WIN SVR DC CORE SNGL LICS LICS/SA PK 2LICs NL 1YR AQY1 AP COR	NA		16	\$414.92	\$6,638.72
Training						

Part #	Description	Contract#	Service	Qty	Unit Price	Ext. Price
TRN-CLC-000	10 Training credit. Expires in 1 yr. Team Captain required	DIR-TSO-4167		2	\$0.00	\$0.00
Installaiton - Two (2) 6454 Fabric Interconnects, 4 Blades and Host/VM Migrations						
DVX-EE-PROSVC-STD	DataVox Professional Services	DIR-TSO-4167			\$27,812.50	\$27,812.50
				SubTotal		\$195,862.66
				Tax		\$0.00
				Total		\$195,862.66

Purchase Notes

- A 15% restocking fee will be applied to all returned equipment. Custom built designs and configurations may not be returnable.