



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, FEBRUARY 4, 2020**

NOTICE IS HEREBY GIVEN THAT the City Commission of the City of Weslaco, Texas will hold a Regular Meeting in the Legislative Chamber of City Hall, located at 255 South Kansas Avenue, on Tuesday, February 4, 2020 at 5:30 PM for the purpose of discussing the following items:

NOTE: If during the course of the meeting, any discussion of any item on the agenda should be held in executive or closed session, the Weslaco City Commission will convene in such executive or closed session whether or not such item is posted as an executive session item at any time during the meeting when authorized by the provisions of the Texas Open Meetings Act.

I. CALL TO ORDER

- A. Certification of Public Notice.
- B. Invocation.
- C. Pledge of Allegiance.
- D. Mayoral recognition.
Proclamation - February 2020 as Young Hearts Matter Teen Dating Violence Prevention Month.
- E. Roll Call.

II. PUBLIC COMMENTS

The Public Comments portion of the meeting promotes a fair and open process for the governance of the City. This portion of the meeting is not intended to be an extended discussion or a debate and is limited to three minutes for each presenter. Due to the Texas Open Meetings Act, the Mayor and City Commissioners do not reply; they listen. Matters under litigation are not to be addressed and comments regarding specific City employees and elected officials may be prohibited.

The Public may comment on anything on the agenda, however if you comment on something not included on the agenda, the Commission cannot take any formal action until it is placed on an agenda and notice of the meeting is properly posted. Registration for Public Comments must be submitted to the City Secretary before the City Commission meeting is called to order. As the Mayor calls upon those who submitted a registration form with the City Secretary, please step to the podium and state your name and address before beginning your presentation.

III. CONSENT AGENDA

The following items are of a routine or administrative nature. The City Commission has been furnished with background and support material on each item, and/or it had been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by one commission member, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote. Possible action.

A. Approval on second and final reading of the following:

- 1) Approval on Ordinance 2019-50 to convert the 1/2 of a twenty (20) foot alley running between Lots 1-20, Block 4, Gonzalez Addition into a utility easement and authorize the Mayor to execute any related documents. (First reading held January 21, 2020; staffed by Planning and Code Enforcement Department.) Attachment
- 2) Approval on Ordinance 2020-01 amending Ordinance 2016-03 the Equipment Replacement Fund Section One 50-80(c) and authorize the Mayor to execute any related documents. (First reading held January 21, 2020; staffed by City Manager.) Attachment

B. Approval of a request by Valley Nature Center to utilize Gibson Park parking lot on April 18, 2020 from 8 a.m. – 10 p.m. for the 6th Annual Spring Feast, waive any fees that may be associated with the event and authorize the Mayor to execute any related documents. (Requested by Valley Nature Center.)

C. Approval of the renewal of the lease agreement with Weslaco Little League for use of Isaac Rodriguez Park Multi-Purpose Field and Minor Field and Concession Stands and Harlon Block/Sports Complex Field #1, Field #2, Field #3 and the Concession Stands effective February 1, 2020 through July 7, 2020 and authorize the Mayor to execute any related documents. (Requested by Weslaco Little League.) Attachment

D. Approval on renewal of the Facility License Agreement with Weslaco Softball Baseball for use of the Softball/Baseball Field 1, 2 and 3 and Concession Stand at Mayor Pablo G. Peña City Park effective February 1, 2020 through July 7, 2020 and authorize the Mayor to execute any related documents. (Requested by Weslaco Softball Baseball.) Attachment

E. Approval on renewal of License Agreement for Annual “Movies at the Park” at Mayor Pablo G. Peña City Park located at 300 N. Airport Drive for the 2020 season and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.) Attachment

F. Approval on renewal of the lease agreement with I Theatre, Inc. for the use of the Tower Theatre and Tower House effective January 1, 2020 - December 31, 2020 and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.) Attachment

- G. Approval on renewal of the lease agreement with Mid Valley Youth Soccer League for use of Pablo G. Pena City Park soccer fields and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.) Attachment
- H. Approval on request from the Boys & Girls Club of Weslaco, Inc. to use Mayor Pablo Pena Park Baseball/Softball Complex for programs beginning July 8, 2020 through November 30, 2020 and authorize the Mayor to execute any related documents. (Staffed by Parks & Recreation Department.) Attachment
- I. Approval of Resolution 2020-03 authorizing the submittal of FY2020/2021 Solid Waste Grant Application to the Lower Rio Grande Valley Development Council in the amount of \$25,000.00 for the City of Weslaco Recycle Center, authorize acceptance upon award and authorize the Mayor to execute any related documents. (Staffed by Public Works.) Attachment
- J. Approval of Resolution 2020-04 authorizing designated individuals as signatories on certain legal financial documents with Lone Star National Bank for the \$240,000 Marion Booth Endowment Certificate of Deposit and authorize the Mayor to execute any related documents. (Staffed by Finance Department.) Attachment
- K. Approval of Memorandum of Understanding (MOU) with South Texas College for implementation of Continuing Education opportunities through the Learner Web Program and authorize the Mayor to execute any related documents. (Staffed by the Library Department.) Attachment
- L. Approval of an Interlocal Cooperation Agreement with the County of Hidalgo for participation within the Hidalgo County Library System and authorize the Mayor to execute any related documents. (Staffed by the Library Department.) Attachment
- M. Authorization to enter into a Memorandum of Understanding (MOU) between Weslaco Police Department (WPD) and the U. S. Department of Justice, Drug Enforcement Administration (DEA) regarding License Plate Reader Information and authorize Mayor to execute any related documents. (Staffed by Police Department.) Attachment
- N. Approval of Resolution 2020-05 authorizing the submission to Office of the Governor's State Homeland Security Program-LETPA Projects (SHSP-L) Grant application in an amount not to exceed \$250,000 with **NO MATCH REQUIRED**, authorize acceptance upon award and authorize the Mayor to execute and sign any related documents. (Staffed by Police Department.) Attachment

- O. Authorization of Resolution 2020-06 authorizing the submission to the Office of the Governor's State Homeland Security Program-Regular Projects (SHSP-R) Grant application in an amount not to exceed \$150,000 with **NO MATCH REQUIRED**, authorize acceptance upon award and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment
- P. Authorization of Resolution 2020-07 authorizing the submission to the Office of the Governor's Violence Against Women Justice and Training Program Grant application in an amount not to exceed \$30,000 with **30% MATCH REQUIRED**, authorize acceptance upon award and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment

IV. **OLD BUSINESS**

- A. Discussion and clarification of the Utility Policy Ordinance as codified under Article II Section 4 (5) (d) Utility Reimbursement Agreement Filing Deadline for Saltillo Plaza Subdivision and authorize the Mayor to execute any related documents. Possible action. (This item was tabled January 21, 2020; staffed by Planning and Code Enforcement Department.) Attachment
- B. Discussion and consideration on Ambulance Services Agreement between City of Weslaco and VHS Harlingen Hospital Company, LLC dba Valley Baptist Micro-Hospital Weslaco for ambulance transportation services and authorize the Mayor to execute any related documents. Possible action. (This item was tabled January 21, 2020; staffed by Fire Department.) Attachment
- C. Discussion and consideration to select a firm from the Request for Qualifications #2019-20-07 for Architectural / Engineering Design Services for a New Fire Station and Police Station with Municipal / Judicial Court and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.) Attachment
- D. Discussion and consideration on Ordinance 2020-02 to order a Special Municipal election for May 02, 2020 for charter amendments and authorize the Mayor to execute any related documents. Possible action. (First reading held January 28, 2020; staffed by City Secretary Department.)

V. **NEW BUSINESS**

- A. Discussion and consideration to accept the most advantageous bidder, Insight Public Sector, as the vendor for Basic Network Maintenance and Equipment Services submitted in response to the Library's Request for Proposal within the E-Rate Year 23 cycle , and authorize the Mayor to execute any related documents. Possible action. (Staffed by Library Department.) Attachment
- B. Discussion and acceptance of a \$158,500 grant from the Texas Emergency Medical Task Force (EMTF) for the purchase of equipment for the EMTF-11 Multi Patient Vehicle-MPV 11-01 Weslaco Ambulance Bus (AmBus) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.)
- C. Discussion and consideration to enter into a Development Agreement between the City of Weslaco and Dreamland Estates, LLC for Citrus 674 Subdivision Drainage Detention Area maintenance, the establishment of a Home Owners Association (HOA) and the assessment of a monthly maintenance fee from the property owners as part of their utility bill and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement.) Attachment
- D. Discussion and consideration to extend the collection agency (American Financial Bureau) contract for delinquent municipal accounts for another year or give authorization to staff to solicit Request for Qualifications for Fines and Fees Collection Services of delinquent municipal accounts, authorize a budget amendment as needed, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Municipal Court.) Attachment
- E. Discussion and consideration to approve Proposal PSF20-013-00 from Raba Kistner Environmental, Inc. in the amount not to exceed \$190,800.00 for the four-year Landfill Post Closure Care Monitoring as stated on RFQ 2019-20-05 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment
- F. Discussion and consideration on Notice and Order of a Special Election held to be held May 2, 2020 for charter amendments and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Secretary Department.) Attachment

VI. REPORTS

- A. Report by Weslaco Chamber of Commerce.
- B. Report by Economic Development Corporation of Weslaco.
- C. Report by Inframark.
- D. Report by Public Works.

VII. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

§551.145. Closed Meeting Without Certified Agenda or Tape Recording; Offense; Penalty

(a) A member of a government body commits an offense if the member participates in a closed meeting of the governmental body knowing that a certified agenda of the closed meeting is not being kept or that a tape recording of the closed meeting is not being made.

(b) An offense under Subsection (a) is a Class C misdemeanor.

§551.146. Disclosure of Certified Agenda or Tape Recording of Closed Meeting; Offense; Penalty; Civil Liability

(a) An individual, corporation, or partnership that without lawful authority knowingly discloses to a member of the public the certified agenda or tape recording of a meeting that was lawfully closed to the public under this chapter:

(1) commits an offense; and

(2) is liable to a person injured or damaged by the disclosure for:

(A) actual damages, including damages for personal injury or damage, lost wages, defamation, or mental or other emotional distress;

(B) reasonable attorney fees and court costs; and

(C) at the discretion of the trier of fact, exemplary damages.

(b) An offense under Subsection (a)(1) is a Class B misdemeanor.

(c) It is a defense to prosecution under Subsection (a)(1) and an affirmative defense to a civil action under Subsection (a)(2) that:

(1) the defendant had good reason to believe the disclosure was lawful; or

(2) the disclosure was the result of a mistake of fact concerning the nature or content of the certified agenda or tape recording. (Added by Acts 1993, 73rd Leg., ch 268, § 1, eff. Sept. 1, 1993.)

NOTE: Any documentation related to the following items will be maintained as part of the certified agenda.

- A. Personnel - Discussion regarding the goals, objectives, and evaluation of the City Manager for the City of Weslaco as authorized by §551.074 of the Texas Government Code.
- B. Legal Consultation - Seek City Attorney opinion relating to the lawsuit with CDM as authorized by §551.071 of the Texas Government Code.
- C. Consultation – Seek City Attorney opinion on arbitration proceedings by the Weslaco Firefighters Association (IAFF-WFFA Local 3207) as authorized by §551.071 of the Texas Government Code.
- D. Legal Consultation - Consultation with City Attorney regarding the Weslaco Firefighter's Association violation of Collective Bargaining Contract as authorized by §551.071 of the Texas Government Code.
- E. Legal Consultation - Consultation with City Attorney regarding Justin Becerra as authorized by §551.071 of the Texas Government Code.
- F. Economic Development – Consultation with City Attorney regarding Economic Development incentive program related to Project Dock as authorized by §551.087 of the Texas Government Code.

- G. Real Property - Consultation with City Attorney on the sale, exchange, lease or value of real property located at Bridge Avenue and Highway Business 83 as authorized by §551.072 of the Texas Government Code.
- H. Real Property– Consultation with City Attorney on the acquisition of real property legally described as a 0.87 acre tract of land out of Farm Tract 706, West Tract Subdivision the Pleasantview drainage improvements project as authorized by §551.072 of the Texas Government Code.
- I. Real Property– Consultation with City Attorney on the acquisition of real property legally described as Lot 16, Block 2, La Paloma De La Sombras Subdivision for the Pleasantview drainage improvements project as authorized by §551.072 of the Texas Government Code.
- J. Real Property– Consultation with City Attorney on the acquisition of real property legally described as a 14.82 acre of land out of Farm Tract 706, West Tract Subdivision for the Pleasantview drainage improvements project as authorized by §551.072 of the Texas Government Code.
- K. Real Property– Consultation with City Attorney on the acquisition of real property legally described as a 5.24 acre tract of land out of the South 10.0 acres out of the North 20.0 acres out of Farm Tract 705 West Tract Subdivision the Pleasantview drainage improvements project as authorized by §551.072 of the Texas Government Code.
- L. Real Property– Consultation with City Attorney on the acquisition of real property legally described as a 23.84 acre of land consisting of 10.0 acres out of Farm Tract 705 and 13.84 acres out of Farm Tract 706, West Tract Subdivision the Pleasantview drainage improvements project as authorized by §551.072 of the Texas Government Code.

VIII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

IX. ADJOURNMENT

I hereby certify this **Notice of a Regular Meeting of the Weslaco City Commission** was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of Weslaco, located at the 255 South Kansas Avenue entrance, visible and accessible to the general public during and after regular working hours. This notice was posted on this 31st day of January, 2020 at 4:30 p.m. and will remain so posted continuously for at least 72-hours preceding the scheduled time of this meeting in accordance with Chapter 551 of the Texas Government Code.

/s/ Myra Ayala, City Secretary

NOTE: If any accommodation for a disability is required, please notify the City Secretary's Office at (956) 968-3181, Ext. 3100 prior to the meeting date.

Regular Meetings of the Weslaco City Commission stream live online at <http://www.weslacotx.gov/open-government/open-meetings>. Archived video of some meetings are also available.

Removed from Bulletin Board	Date:	Initials:
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Standardized Agenda Request Form

Date of Meeting: February 4, 2020		Agenda Item No. (to be assigned by CSO): 2020-3000	
From:			
Subject: Certification of Public Notice.			
Background: Call to Order, includes the following: A. Certification of Public Notice. B. Invocation. C. Pledge of Allegiance. D. Mayoral Recognition. E. Roll Call.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega		Created/Initiated	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Pastor Robin Wiley, First Baptist Church will lead the invocation. C. Mayor will lead Pledge of Allegiance; Mayor Pro-Tem may lead Texas Flag. D. Mayoral Recognition. E. City Secretary will call roll. Four or more Commissioners present constitute a Quorum; otherwise, no action may be taken.			
Attachments, if any: Pledge & Mission 2019 updated			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Letty Lopez, Mayor Pro-Tem, District 5
Leo Muñoz, Commissioner, District 1
Greg Kerr, Commissioner, District 2
Jose "J.P." Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

The Pledge of Allegiance to the Flag

"I PLEDGE ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA AND TO THE REPUBLIC FOR WHICH IT STANDS, ONE NATION UNDER GOD, INDIVISIBLE, WITH LIBERTY AND JUSTICE FOR ALL."

The Pledge of Allegiance to the State Flag

"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

**The pledge was amended by House Bill 1034 during the 80th Legislature with the addition of "one state under God." The revised wording became effective on June 15, 2007.*

Preamble to the Constitution of the United States of America

We the people of the United States, in order to form a more perfect union, establish justice, insure domestic tranquility, provide for the common defense, promote the general welfare, and secure the blessings of liberty to ourselves and our posterity, do ordain and establish this Constitution for the United States of America.

STATEMENT OF VISION: AN INTERNATIONAL CENTER OF GROWTH

Friendly people with vision, courage and integrity

STATEMENT OF MISSION: COMMITMENT TO EXCELLENCE IN PUBLIC SERVICE

- *Positive Attitude of Courtesy & Concern
- *Doing it Right the First Time
- *Sensitive to the citizens' needs
- *Friendly Respect for All
- *Service without Hassle



Standardized Agenda Request Form

Date of Meeting: February 4, 2020		Agenda Item No. (to be assigned by CSO): 2019-2909	
From: Rebekah De La Fuente			
Subject: Approval on Ordinance 2019-50 to convert the 1/2 of a twenty (20) foot alley running between Lots 1-20, Block 4, Gonzalez Addition into a utility easement and authorize the Mayor to execute any related documents. (First reading held January 21, 2020; staffed by Planning and Code Enforcement Department.)			
Background: The proposed conversion is being requested by Vantage Bank, to allow the bank use of the alley for a proposed expansion to their parking lot to the east.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega		Created/Initiated	
Rebekah De La Fuente		Approved	
Mike Perez		Final Approval	
City Manager Comments: Recommends approval of the request to convert the alley into an easement.			
Staff Recommendation: Staff recommends denial based on opposition from surrounding property owners.			
Attachments, if any: Correspondence with Utility Companies, Hold Harmless Statement, Applicant and Consent Forms, Metes & Bounds, O2019-50 final alley to utility easement conversion, APPROVED MASTER PROPOSED LAYOUTA, Deed			
Responsibilities upon Approval: Staff will advise applicant.			

Juan Molina

From: Humberto Garza <hgarza@rgec.net>
Sent: Friday, September 20, 2019 9:19 AM
To: 'Irma Rodriguez'; 'Juan Molina'
Subject: FW: [EXTERNAL] RE: Vantage Bank - Alley To Be Abandoned and Replaced by Utility Easement

From: Javier Gutierrez [mailto:javier@rgec.net]
Sent: Thursday, September 19, 2019 7:42 AM
To: 'Humberto Garza'; rgutierrez@rgec.net
Subject: FW: [EXTERNAL] RE: Vantage Bank - Alley To Be Abandoned and Replaced by Utility Easement

Response from AEP...

Regards,

Javier Gutiérrez

R. Gutierrez Engineering Corporation
Firm Number: F-486
130 East Park Avenue
Pharr, Texas 78577
(956)782-2557
Email: javier@rgec.net

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From: Mario G Campos Jr. <mgcamosjr@aep.com>
Sent: Wednesday, September 18, 2019 2:47 PM
To: javier@rgec.net
Cc: Francisco R Gonzalez <frgonzalez@aep.com>
Subject: RE: [EXTERNAL] RE: Vantage Bank - Alley To Be Abandoned and Replaced by Utility Easement

Good afternoon Mr. Gutierrez,
On behalf of AEP Right of Way, I'll be assisting with this abandonment request.
Any questions or comments on this matter, you may direct them to me. Thank you and I'll keep you posted on the status

Respectfully,



MARIO G CAMPOS JR. | RIGHT OF WAY AGENT
MGCAMPOSJR@AEP.COM | D:956.626.2617
1401 EAST BUSINESS HIGHWAY 77, SAN BENITO, TX 78586

From: Francisco R Gonzalez <frgonzalez@aepcom>
Sent: Tuesday, September 17, 2019 4:45 PM

To: Mario G Campos Jr. <mgcamposjr@aep.com>

Subject: FW: [EXTERNAL] RE: Vantage Bank - Alley To Be Abandoned and Replaced by Utility Easement

Mario,

This is in your area.

Thanks,



FRANCISCO R GONZALEZ | RIGHT OF WAY AGENT

FRGONZALEZ@AEP.COM | D:956.283.2351 | C:956.223.9748
5700 NORTH CAGE BLVD., PHARR, TX 78577-7921

From: Javier Gutierrez <javier@rgec.net>

Sent: Tuesday, September 17, 2019 4:05 PM

To: everardo.balboa@onegas.com; 'Martinez, Miguel A.' <Miguel.Martinez@onegas.com>; Lucy Salinas <LS7555@ATT.COM>; Rolando Rodriguez <rolando.rodriguez@charter.com>; Francisco R Gonzalez <frgonzalez@aep.com>; pgarcia@weslacotx.gov

Cc: rgutierrez@rgec.net; 'Humberto Garza' <hgarza@rgec.net>

Subject: [EXTERNAL] RE: Vantage Bank - Alley To Be Abandoned and Replaced by Utility Easement

This is an **EXTERNAL** email. **STOP. THINK** before you CLICK links or OPEN attachments. If suspicious please click the 'Report to Incidents' button in Outlook or forward to incidents@aep.com from a mobile device.

To all,

Please acknowledge receipt of email sent on 9/10/2019, which was sent as notification / advisement that the City of Weslaco is considering a request by Vantage Bank to convert an existing 20' alley to a "utility easement".

Regards,

Javier Gutiérrez

R. Gutierrez Engineering Corporation

Firm Number: F-486

130 East Park Avenue

Pharr, Texas 78577

(956)782-2557

Email: javier@rgec.net

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From: Javier Gutierrez <javier@rgec.net>

Sent: Tuesday, September 10, 2019 4:46 PM

To: 'everardo.balboa@onegas.com' <everardo.balboa@onegas.com>; 'Martinez, Miguel A.'

<Miguel.Martinez@onegas.com>; Lucy Salinas (LS7555@ATT.COM) <LS7555@ATT.COM>; Rolando Rodriguez

(<rolando.rodriguez@charter.com>) <rolando.rodriguez@charter.com>; 'frgonzalez@aep.com' <frgonzalez@aep.com>;

'pgarcia@weslacotx.gov' <pgarcia@weslacotx.gov>

Cc: 'rgutierrez@rgec.net' <rgutierrez@rgec.net>; 'Humberto Garza' <hgarza@rgec.net>

Subject: Vantage Bank - Alley To Be Abandoned and Replaced by Utility Easement

To All,

This is to notify you that the City of Weslaco is considering a request by Vantage Bank to convert a 20' alley, shown in the attached 'site plan sheet', to a utility easement.

Utilities owned by your respective companies have been identified as existing in this alley.

Lucy / Rolando, please forward to the appropriate personnel within your company.

Regards,

Javier Gutiérrez

R. Gutierrez Engineering Corporation

Firm Number: F-486

130 East Park Avenue

Pharr, Texas 78577

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Email: javier@rgec.net

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Juan Molina

From: Humberto Garza <hgarza@rgec.net>
Sent: Wednesday, September 18, 2019 9:29 AM
To: 'Irma Rodriguez'; 'Juan Molina'
Subject: FW: Vantage Bank - Alley To Be Abandoned and Replaced by Utility Easement

SEE BELOW for all intended purposes

From: Javier Gutierrez [mailto:javier@rgec.net]
Sent: Tuesday, September 17, 2019 4:05 PM
To: everardo.balboa@onegas.com; 'Martinez, Miguel A.'; Lucy Salinas; Rolando Rodriguez; frgonzalez@aep.com; pgarcia@weslacotx.gov
Cc: rgutierrez@rgec.net; 'Humberto Garza'
Subject: RE: Vantage Bank - Alley To Be Abandoned and Replaced by Utility Easement

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Email: javier@rgec.net

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From: Javier Gutierrez <javier@rgec.net>
Sent: Tuesday, September 10, 2019 4:46 PM
To: 'everardo.balboa@onegas.com' <everardo.balboa@onegas.com>; 'Martinez, Miguel A.' <Miguel.Martinez@onegas.com>; Lucy Salinas (LS7555@ATT.COM) <LS7555@ATT.COM>; Rolando Rodriguez (rolando.rodriguez@charter.com) <rolando.rodriguez@charter.com>; 'frgonzalez@aep.com' <frgonzalez@aep.com>; 'pgarcia@weslacotx.gov' <pgarcia@weslacotx.gov>
Cc: 'rgutierrez@rgec.net' <rgutierrez@rgec.net>; 'Humberto Garza' <hgarza@rgec.net>
Subject: Vantage Bank - Alley To Be Abandoned and Replaced by Utility Easement

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HOLD HARMLESS AND INDEMNITY

VANTAGE BANK agrees to hold the CITY OF WESLACO, its officers, agents, officials, employees, and volunteers ("City") harmless against any and all loss, liability, damage, costs, and expenses which Vantage Bank or any person participating in activities on City property under this agreement may suffer, incur, be put to, pay or expend by reason of, or arising out of or as a result of the conversion of the alley into an utility easement described as Gonzales Addition- Part 4, Survey Plat and Metes and Bounds attached hereto as Exhibit "A" and "B" made a part hereof.

VANTAGE BANK shall indemnify, and hold harmless the CITY OF WESLACO and its officers and employees, from and against any and all actions, suits, proceedings, claims, demands, losses, costs and expenses, including legal costs and attorneys' fees, for injury to persons (s) or damages to property (including property owners by the CITY OF WESLACO, and for errors and omissions committed by VANTAGE BANK, its officers, employees, and agents, arising out of or relating to VANTAGE BANK's performance with the Application for Conversion of an Alley into a Utility Easement.

VANTAGE BANK hereby further grant CITY OF WESLACO, a reserved Utility Easement for the right to use the alleyway for any purpose that does not interfere with the City's Reserved Easement for ingress and egress its rights in the alleyway for facilities to go through, over and across, to and from the property attached hereto. VANTAGE BANK will further grant access its parking lot while utility companies service the utilities.

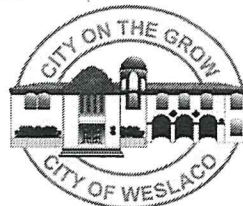
By signing below we acknowledge and agree to indemnify and hold harmless CITY OF WESLACO, and its employees, from and any loss that may be incurred relating to the abandonment of Alley restrictions and encroachments on the property.

Dated: October 8, 2019

VANTAGE BANK

By 
Authorized Representative

"The City on the Grow"



Location of Proposed Abandonment: Kansas Ave.
 Lot: 11-20 Block: 4 Addition: Gonzalez
 Type of Easement to be Abandoned: Alley
 Reason property should be vacated/abandoned: _____

APPLICANT: R. Gutierrez Engineering Corp.
ADDRESS: 130 E. Park Avenue, Pharr, Tx 77577
PHONE NO.: (956) 782-2557 FAX NO. (956) 782-2558
E-MAIL ADDRESS: hgarza@rgec.net

1. Three Hundred Dollars (\$300.00) Non-refundable Application Fee per Submittal.
2. A metes and bounds legal land description of the proposed abandonment labeled Exhibit "A". (See attached instructions for preparation)
3. A plat or drawing depicting the area to be abandoned labeled Exhibit "B". (See attached instructions for preparation)
4. Completed consent form for all adjacent property owners. (Use form provided)

Rain
Applicant

con

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28th day of

August A.D. 20 19

 **JAVIER GUTIERREZ**
Notary Public, State of Texas
Comm. Expires 04-20-2020
Notary ID 130627525


Notary Public In and For Hidalgo County, Texas

(Make copies as needed)

Please do not alter this application.

Hidalgo CAD**Property Search Results > 180551 VANTAGE BANK
TEXAS for Year 2019**

Tax Year: 2019

Property**Account**

Property ID:	180551	Legal Description:	GONZALEZ LTS 14-15 BLK 4
Geographic ID:	G5600-00-004-0014-00	Zoning:	RS
Type:	Real	Agent Code:	
Property Use Code:			
Property Use Description:			

Location

Address:	413 N KANSAS AVE WESLACO, TX 78596	Mapsco:	
Neighborhood:	GONZALEZ	Map ID:	CWL VOL 7 PG 10-A
Neighborhood CD:	G560000		

Owner

Name:	VANTAGE BANK TEXAS	Owner ID:	1140692
Mailing Address:	1801 S 2ND STREET MCALLEN, TX 78503-1353	% Ownership:	100.000000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$7,089	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$20,100	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
(=) Market Value:	=	\$27,189	
(-) Ag or Timber Use Value Reduction:	-	\$0	
(=) Appraised Value:	=	\$27,189	
(-) HS Cap:	-	\$0	
(=) Assessed Value:	=	\$27,189	

Taxing Jurisdiction

Owner: VANTAGE BANK TEXAS

% Ownership: 100.0000000000%

Total Value: \$27,189

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	\$27,189	\$27,189	\$0.00
CWL	CITY OF WESLACO	0.666700	\$27,189	\$27,189	\$181.27
DR1	DRAINAGE DISTRICT #1	0.095100	\$27,189	\$27,189	\$25.86
GHD	HIDALGO COUNTY	0.580000	\$27,189	\$27,189	\$157.70
JCC	SOUTH TEXAS COLLEGE	0.178000	\$27,189	\$27,189	\$48.40
R02	ROAD DIST 02	0.000000	\$27,189	\$27,189	\$0.00
SST	SOUTH TEXAS SCHOOL	0.049200	\$27,189	\$27,189	\$13.38
SWL	WESLACO ISD	1.159700	\$27,189	\$27,189	\$315.31
Total Tax Rate:		2.728700			
Taxes w/Current Exemptions:					\$741.92
Taxes w/o Exemptions:					\$741.91

Improvement / Building

Improvement #1: RESIDENTIAL State Code: A1 Living Area: 816.0 sqft Value: \$7,089

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	WDLW - 3	DWD	1981	816.0
POR	PORCH (COVERED)	*		1981	56.0
STG	STORAGE	*		2013	128.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	L	LOT	0.1377	6000.00	50.00	120.00	\$20,100	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2019	\$7,089	\$20,100	0	27,189	\$0	\$27,189
2018	\$10,944	\$20,100	0	31,044	\$0	\$31,044
2017	\$10,944	\$20,100	0	31,044	\$0	\$31,044
2016	\$10,421	\$20,100	0	30,521	\$0	\$30,521
2015	\$10,421	\$20,100	0	30,521	\$0	\$30,521
2014	\$13,542	\$20,100	0	33,642	\$0	\$33,642
2013	\$13,490	\$15,000	0	28,490	\$0	\$28,490
2012	\$13,771	\$15,000	0	28,771	\$0	\$28,771
2011	\$14,052	\$15,000	0	29,052	\$0	\$29,052
2010	\$15,138	\$15,000	0	30,138	\$0	\$30,138
2009	\$15,434	\$15,000	0	30,434	\$0	\$30,434
2008	\$16,621	\$15,000	0	31,621	\$0	\$31,621
2007	\$17,287	\$11,100	0	28,387	\$0	\$28,387
2006	\$20,392	\$11,100	0	31,492	\$0	\$31,492

2005	\$20,594	\$11,100	0	31,694	\$0	\$31,694
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Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	2/1/2019	WD	WARRANTY DEED	SANCHEZ ANA T & NOE	VANTAGE BANK TEXAS			2984126
2	11/30/2004	WDV	WARRANTY DEED/VENDORS LIEN	MERCEDES NATIONAL BANK	SANCHEZ ANA T & NOE			1408622
3	4/6/2004	FCL	FORECLOSURE	SANCHEZ RENE	MERCEDES NATIONAL BANK			1319431

Tax Due

Property Tax Information as of 04/23/2019

Amount Due if Paid on: 

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
------	---------------------	---------------	----------	-----------------	--------------	-------------------------------	---------------	------------

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (956) 381-8466

**ADJACENT PROPERTY OWNERS
CONSENT FOR CONVERSION OF AN ALLEY
INTO A UTILITY EASEMENT**

(Make copies as needed)

OWNER: Maria Elva Alaniz
Address: 110 E Agostadero St. Lot: _____
Phone No. 956 977 8422 Block: _____
Addition: _____

The undersigned, owner(s) of property abutting upon that portion of the alley named and described in Exhibits "A", **do hereby consent** to such conversion of an alley into a utility easement, and do hereby release the City of Weslaco from all claims for damages arising or growing out of such conversion. (Include the printed names and signatures of the owners of the property). The signatures must be notarized.

OWNER _____

OR

☒ I am the owner of the adjacent/underlying property and **DO NOT** consent to the conversion of the alley into a utility easement.

Reason I do not consent: No doy mi consentimiento porque
afectaria a mis clientes - consent not given because
it affects my clients.

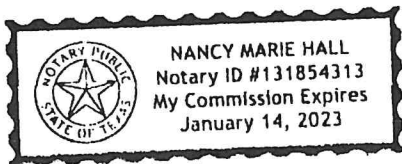
OWNER _____

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Maria Elva Alaniz, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed the same for the purposes therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12th day of September, A.D. 2019.

[Signature]
Notary Public In and For Hidalgo County, Texas





LAW OFFICE OF JUAN R. MOLINA

JUSTICE STARTS HERE

jmolina@rgv.rr.com

710 S. Texas Blvd.
P.O. Box 190
Weslaco, TX 78596

Ofc: (956) 968-7971
Fax: (956) 968-8045

September 5, 2019

CERTIFIED 7018 1830 0001 2265 41
RETURN RECEIPT REQUESTED

Mr. Ruben Moreno
P.O. Box 512
Weslaco, TX 78599

**RE: VANTAGE BANK PARKING RECONFIGURATION PROJECT
NOTICE OF APPLICATION FOR CONVERSION OF AN
ALLEY INTO A UTILITY EASEMENT**

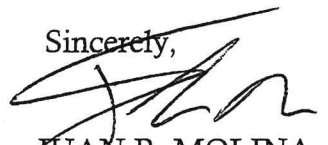
Dear Mr. Moreno:

Please be advised that we are writing this letter on behalf of R. Gutierrez Engineering Corporation. The Corporation is part of the design team tasked with the parking lot reconfiguration for Vantage Bank. Be further notified that a petition has been filed with the City of Weslaco Planning Department for the conversion of the adjacent alley into a utility easement.

The utility easement includes a requirement provision titled "Adjacent Property Owners Consent for Conversion of an Alley into a Utility Easement". Therefore, by signing and returning the document in accordance with the instruction set forth with the City of Weslaco, you may either "Consent" or "Do Not Consent" to the conversion request. Each property owner needs to sign the enclosed whether they want to accept the conversion or not.

Your prompt response to this letter is greatly appreciated. If you have any questions or need any information, please do not hesitate to contact us 956 968 7971.

Sincerely,



JUAN R. MOLINA

JRM:ir

7018 1830 0001 2265 6541
1459 5922 1000 0681 7010

U.S. Postal Service TM CERTIFIED MAIL [®] RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com	
OFFICIAL USE	
Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and Fees	\$
Sent To <u>RUBEN MORA</u>	
Street and Apt. No., or PO Box <u>PO BOX 512</u>	
City, State, ZIP+4 [®] <u>Weslaco, TX 78596</u>	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	



UNIT CANNOT BE USED AT ANY OTHER POST OFFICE
OF THE RETURN ADDRESS OF THE MAIL
PLACE STICKER TOP OF THE MAIL

SENDER: COMPLETE THIS SECTION

- ☐ Complete items 1, 2, and 3.
- ☐ Print your name and address on the reverse so that we can return the card to you.
- ☐ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. Roman Moreno
P.O. Box 512
Mesilla, TX 76594



9590 9402 4380 8190 9440 35

2. Article Number (Transfer from service label)

701A 1A30 0001 2265 6565

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☐ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery over \$500 | |

Domestic Return Receipt

JUAN R. MOLINA
Law Office of Juan R. Molina
710 S TEXAS BLVD
WESLACO TX 78596

CERTIFIED MAIL®



7018 1830 0001 2265 6565



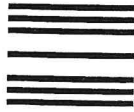
Mr. Ruben Moreno
PO Box 512
Weslaco TX 78599-0512

9/6

062S0006670252



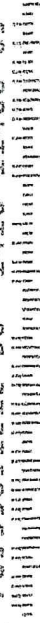
\$6.80
US POSTAGE
FIRST-CLASS
FROM 78596
SEP 05 2019
stamps
endicia



UNABLE TO FORWARD/FOR
782 AE 1840N C0009/19/19
REVIEW **B006**

#WD
78599-0512

BC: 78599051212 DU *1410-11466-05-43



Juan Molina

From: Juan Molina <jmolina@rgv.rr.com>
Sent: Monday, October 14, 2019 3:20 PM
To: 'rmoreno.associates@gmail.com'
Cc: 'hgarza@rgec.net'
Subject: VANTAGE BANK ALLEY WAY ABANDONMENT
Attachments: RUBEN MORENO CONSENT.pdf

Mr. Ruben Moreno

**RE: VANTAGE BANK PARKING RECONFIGURATION PROJECT
NOTICE OF APPLICATION FOR CONVERSION OF AN ALLEY INTO A UTILITY
EASEMENT**

Please be advised that we are writing this letter on behalf of R. Gutierrez Engineering Corporation. The Corporation is part of the design team tasked with the parking lot reconfiguration for Vantage Bank. Be further notified that a petition has been filed with the City of Weslaco Planning Department for the conversion of the adjacent alley into a utility easement.

The utility easement includes a requirement provision titled "Adjacent Property Owners Consent for Conversion of an Alley into a Utility Easement". Therefore, by signing and returning the document in accordance with the instruction set forth with the City of Weslaco, you may either "Consent" or "Do Not Consent" to the conversion request. Each property owner needs to sign the enclosed whether they want to accept the conversion or not.

Your prompt response to this letter is greatly appreciated. If you have any questions or need any information, please do not hesitate to contact us 956 968 7971.

Juan R. Molina
LAW OFFICE OF JUAN R MOLINA
P.O. Box 190
Weslaco, TX 78599-0190
Ofc (956) 968-7971
Fax (956) 968-8045
Email: jmolina@rgv.rr.com
Cell: (956) 532-8881

CONFIDENTIALITY STATEMENT. This transmission may be: (1) subject to the Attorney-Client Privilege, (2) an attorney work product, or (3) strictly confidential. If you are not the intended recipient of this message, you may not disclose, print, copy or disseminate this information. If you have received this in error, please reply and notify the sender (only) and delete the message. Unauthorized interception of this email is a violation of federal criminal law.



Professional Engineers & Land Surveyors

130 E. PARK AVENUE • PHARR, TEXAS 78577

(TEL) 936-782-2557 • (FAX) 936-782-2558

Engineering Firm F-486 • Surveying Firm #101650-00

ENG19.006

January 27, 2020

(EXHIBIT A)
METES AND BOUNDS DESCRIPTION
(WEST HALF (1/2) OF A 20 FOOT ALLEY)

Being 0.063 of an acre of land comprising of 0.057 of an acre out of the West half (1/2) of a 20 Foot Alley in Block 4, Gonzales Addition to Weslaco, as per map recorded in Volume 6, Page 10A, Map Records of Hidalgo County, Texas and 0.006 of an acre out of the West half (1/2) of a 20 Foot Alley in Block 4, Gonzales Addition-Part 4, an addition to the City of Weslaco, Hidalgo County, Texas, as per map Recorded in Volume 12, Page 8, Map Records of Hidalgo County, Texas. Said 0.063 of an acre of land being more particularly described by metes and bounds as follows:

BEGINNING at a No. 4 rebar found at the Northeast corner of Lot 10-A, Block 4, Gonzales Addition-Part 4, also being the existing West Right of Way line of a 20 foot Alley for the Northwest corner of this tract of land and the **POINT OF BEGINNING**;

THENCE, East, a distance of 10.00 feet to a No. 4 rebar set (with a plastic cap stamped RGE) at the East line of the West half (1/2) of a 20 Foot Alley in Block 4, Gonzalez Addition – Part 4 for the Northeast corner of this tract of land;

THENCE, South, with the East line of said West half (1/2) of a 20 foot Alley, a distance of 275.00 feet to an "X" cut on concrete set at the Southeast corner said West half (1/2) of a 20 Foot Alley for the Southeast corner of this tract of land;

THENCE, West, a distance of 10.00 feet to an "X" cut on concrete found at the existing West Right of Way line of said 20 foot Alley, also being the Southeast corner of Lot 1, Block 4, Gonzales Addition to Weslaco for the Southwest corner of this tract of land;

THENCE, North, with the existing West Right of Way line of said 20 foot Alley, also being the East line of Lot 1 thru Lot 10, Block 4, Gonzales Addition to Weslaco, a distance of 250.00 feet pass a No. 4 rebar set (with a plastic cap stamped RGE) at the common corner of Lot 10, Block 4, Gonzales Addition to Weslaco and Lot 10-A, Block 4, Gonzales Addition-Part 4, continuing with the existing West Right of Way line of said 20 foot alley and the East line of Lot 10-A, Block 4, Gonzales Addition-Part 4 for a total distance of 275.00 feet to the **POINT OF BEGINNING** and containing 0.063 of an acre of land, more or less.

I, Pablo Soto, Jr., a Registered Professional Land Surveyor in the State of Texas, do hereby state that the above metes and bounds are true and are the result of an actual survey performed on the ground under my direction.



Pablo Soto, Jr. – R.P.L.S. No. 4541

Date: 1/28/2020



SCALE: 1"=40'

P.O.B.
N.E. CORNER
OF LOT 10-A, BLK. 4
GONZALES ADD.-PART 4

EAST
10.00'

LOS TORRITOS STREET

Basis of
Bearing

GONZALES ADDITION-PART 4
VOL. 12, PG. 8, M.R.H.C, TX.
10-A, BLK. 4

GONZALES ADDITION-PART 4
VOL. 12, PG. 8, M.R.H.C, TX.
10-B, BLK. 4

N. TEXAS BLVD. (FM 88) (55' R.O.W.)

GONZALES ADDITION
TO WESLACO
VOL. 6, PAGE 10A, M.R.H.C., TX.

BLOCK 4

BLOCK 4

GONZALES ADDITION
TO WESLACO
VOL. 6, PAGE 10A, M.R.H.C., TX.

KANSAS AVENUE (60' R.O.W.)

SX- SET "X" ON CONCRETE
S4- SET No. 4 REBAR WITH
PLASIC CAP STAMPED RGEC
FX- FOUND "X" ON CONCRETE
F4- FOUND No. 4 REBAR

(EXHIBIT B)
SURVEY PLAT
OF

(WEST HALF (1/2) OF A 20 FOOT ALLEY)
0.063 OF AN ACRE OF LAND COMPRISING OF
0.057 OF AN ACRE OUT OF THE WEST HALF (1/2) OF A
20 FOOT ALLEY IN BLOCK 4,
GONZALES ADDITION TO WESLACO,
AS PER MAP RECORDED IN
VOLUME 6, PAGE 10A, M.R.H.C., TEXAS,
AND

0.006 OF AN ACRE OUT OF THE WEST HALF (1/2) OF A 20
FOOT ALLEY IN BLOCK 4, GONZALES ADDITION-PART 4,
AN ADDITION TO THE CITY OF WESLACO,
HIDALGO COUNTY, TEXAS,
AS PER MAP RECORDED IN
VOLUME 12, PAGE 8, M.R.H.C., TEXAS.

SURVEY SHOWS ALL IMPROVEMENTS LOCATED ON THE LAND AND THAT THERE
ARE NO ENCROACHMENTS, BOUNDARY CONFLICTS, PROTRUSIONS OR VISIBLE OR
APPARENT EASEMENTS, EXCEPT AS SHOWN ON THE SURVEY PLAT.

G.F. No. N/A		Com.-Panel No.: 480349 0005 B	
FLOOD ZONE ☐ A ☐ A0 ☐ C ☐ X ☒ AH ☐ B ☐ D ☐ OTHER		EFFECTIVE DATE: MARCH 4, 1980	
Description: Areas of 100-year shallow flooding where depths are between one (1) and three (3) feet; base flood elevations are shown, but no hazard factors are determined. BFE: 74.0			
Client: VANTAGE BANK	Mailing Address: 1801 S. 2nd. STREET	City: McALLEN	State: TX Zip Code: 78503

THIS SURVEY WAS PREPARED WITHOUT
THE BENEFIT OF A TITLE RESEARCH



PABLO SOTO, JR. - R.P.L.S. No.
4541

Date: 1/28/2020

I, Pablo Soto, Jr., hereby certify that this Survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A Condition II Survey. Any certification expressed or implied herein is invalid without the original signature and seal of Pablo Soto, Jr. alteration of this document, except by a Licensed Land Surveyor, is illegal.

I, Pablo Soto, Jr., hereby state that this Survey was performed on the ground under my supervision and that this Survey correctly represents the facts found at the time of the survey.



Professional Engineers & Land Surveyors

130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
ENGINEERING FIRM No.: 486 • SURVEYING FIRM No.: 101650-00

Job No.: ENG19.006	FB:	Drawn By: RG
Date: 01/27/2020	PG:	Checked By: PS

ORDINANCE 2019-50

AN ORDINANCE TO CONVERT ½ OF A 20' X 250' ALLEY ALSO BEING 0.063-ACRE TRACT OF LAND LOCATED BETWEEN BLK 4 OF GONZALEZ ADDITION SUBDIVISION CREATING A 21' X 250' PUBLIC UTILITY EASEMENT; AND ORDAINING OTHER MATTER WITH RESPECT TO THE SUBJECT MATTER HEREOF.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO TEXAS THAT:

SECTION I. It is in the interest of the City of Weslaco to convert ½ of a 20' x 250' alley also being 0.063-acre tract of land located between Blk 4 of Gonzalez Addition Subdivision creating a 10' x 250' public utility easement instead.

BEGINNING at a No. 4 rebar found at the Northeast corner of Lot 10-A, Block 4, Gonzales Addition-Part 4, also being the existing West Right of Way line of a 20 foot Alley for the Northwest corner of this tract of land and the POINT OF BEGINNING;

THENCE, East, a distance of 10.00 feet to a No. 4 rebar set (with a plastic cap stamped RGE) at the East line of the West half (1/2) of a 20 Foot Alley in Block 4, Gonzalez Addition-Part 4 for the Northeast corner of this tract of land;

THENCE, South, with the East line of said West half (1/2) of a 20 foot Alley, a distance of 275.00 feet to an "X" cut on concrete set at the Southeast corner said West half (1/2) of a 20 Foot Alley for the Southeast corner of this tract of land;

THENCE, West, a distance of 10.00 feet to an "X" cut on concrete found at the existing West Right of Way line of said 20 foot Alley, also being the Southeast corner of Lot 1, Block 4, Gonzales Addition to Weslaco for the Southwest corner of this tract of land;

THENCE, North, with the existing West Right of Way line of said 20 foot Alley, also being the East line of Lot 1 thru Lot 10, Block 4, Gonzales Addition to Weslaco, a distance of 250.00 feet pass a No. 4 rebar set (with a plastic cap stamped RGE) at the common corner of Lot 10, Block 4, Gonzales Addition to Weslaco and Lot 10-A, Block 4, Gonzales Addition-Part 4, continuing with the existing West Right of Way line of said 20 foot alley and the East line of Lot 10-A, Block 4, Gonzales Addition-Part 4 for a total distance of 275.00 feet to the

POINT OF BEGINNING and containing 0.063 of an acre of land, more or less.

SECTION II. The alley described above in Section I of this ordinance is hereby designated as a 10' x 250' Public Utility Easement.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 21st day of January 2020.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 4th day of February 2020.

CITY OF WESLACO

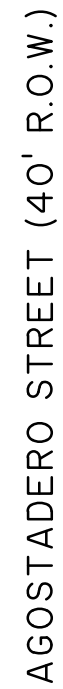
David Suarez, **MAYOR**

ATTEST:

Myra L. Ayala, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



TEXAS BOULEVARD (100' R.O.W.)

CITY OF WESLACO

1

R. Gutierrez
Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 782-2557 • (FAX) 956 782-2558
FIRM No. 486

ABANDONMENT and CONVEYANCE of ALLEYWAY

WHEREAS, they CITY OF WESLACO, (the "City") has received a request from VANTAGE BANK, L.L.C., a Texas limited liability company ("VANTAGE BANK") the owner of property adjacent to a 0.126 acre public alley right of way situated to Block 4, Gonzales Addition to Weslaco, according to the Map or Plat thereof recorded in Volume 6, Page 10A, Map Records of Hidalgo County, Texas, more particularly described in the attached Exhibit A (the "Alleyway"), that the City's interest in said Alleyway be abandoned and vacated, excluding any interest the City may have in any dedicated utility easements over and across said Alleyway, and conveyed to VANTAGE BANK, and,

WHEREAS, VANTAGE BANK is requesting said abandonment as the owner of that certain property more particularly described in the attached Exhibit B, which property is contiguous to the Alleyway requested to be abandoned; and,

WHEREAS, the City acting by and through the City Council, by an ordinance duly passed, approved and adopted that the City has no further use for said Alleyway and has deemed it advisable to vacate, abandon and convey the City's interest in said Alleyway; and,

WHEREAS, they City desires to declare and reserve for itself and its successors and assigns a perpetual, non-exclusive easement for underground utility lines (the "Reserved Easement") over the Alleyway; and,

WHEREAS, the City Council of City has authorized the undersigned officer to execute and deliver this Abandonment and Conveyance of Alleyway to evidence the vacation and abandonment of the City's interest in said Alleyway and to convey the Alleyway to VANTAGE BANK;

NOW, THEREFORE, The City, acting by and through the undersigned duly authorized officer, in consideration of the premises and agreements set forth in the Ordinance and pursuant to the Ordinance;

1. Vacates and abandons the Alleyway; and
2. Subject to the reservation from and exceptions to conveyance and warranty, grants, sells, and conveys to VANTAGE BANK the Alleyway, together with all and singular the rights and appurtenance thereto in any wise belonging, to have and to hold it to VANTAGE BANK, its heirs, executors, administrators, successors or assigns forever, without express or implied warranty. All warranties that might arise by common law as well as the warranties in section 5.023 of the Texas Property Code (or its successor) or excluded.

3. Declares and reserves for itself and its successors and assigns a permanent underground utility easement for the installation, maintenance, construction and reconstruction of utility lines, including but not limited to water, sewer, gas and telephone lines, and other type of public utilities (collectively, the "Facilities) and all related used and purposes common to same in, on, under, over and across the Alleyway..
4. The Reserved Easement is made subject to CITY OF WESLACO's right to use the Alleyway for any purpose that does not interfere with the City's Reserved Easement rights in the Alleyway, including, but not limited to, planting of ground cover and other landscaping in the alleyway, paving in the Alleyway (collectively, "Authorized Improvements") and using the alleyway for ingress and egress to and from the balance of VANTAGE BANK's real property. VANTAGE BANK may not, however, place any permanent structures on the Alleyway without the City's written consent. If the City must remove, or if the City damages or destroys, any of VANTAGE BANK's improvements placed in the Alleyway in connection with the City's enjoyment of the Reserved Easement granted herein, the City is not responsible to VANTAGE BANK for any damages to such improvements.

This conveyance is made and accepted subject to any and all conditions, covenants, easements and restrictions, if any, relating to the Alleyway, to the extent, and only to the extent, that the same may still be in force and effect, shown of record in the office of the County Clerk of Hidalgo County, Texas, and to all zoning laws, regulations and ordinances of municipal and/or other government authorities, if any, but only to the extent that they are in effect, relating to the Alleyway.

EXECUTED this ____ day of _____, 2020.

CITY OF WESLACO, TEXAS

ATTEST:

By: _____

By: _____

Name: DAVID SUAREZ

Title: Mayor

APPROVED AS TO FORM

LAW OFFICE OF JUAN E. GONZALEZ

By: _____

JUAN E. GONZALEZ, City Attorney

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2020, did personally appear DAVID SUAREZ, Mayor of the CITY OF WESLACO, TEXAS, a municipal corporation, who acknowledged this instrument and stated that he executed same on behalf of said CITY OF WESLACO.

Notary Public, State of TEXAS

AFTER RECORDING RETURN TO:

JUAN R. MOLINA
Attorney At Law
710 S. Texas Blvd./P.O. Box 190
Weslaco, Texas 78599

PREPARED IN THE LAW OFFICE OF:

JUAN R. MOLINA
Attorney at Law
710 S. Texas Blvd./P.O. Box 190
Weslaco, Texas 78599



Standardized Agenda Request Form

Date of Meeting: February 4, 2020		Agenda Item No. (to be assigned by CSO): 2020-3025
From:		
Subject: Approval on Ordinance 2020-01 amending Ordinance 2016-03 the Equipment Replacement Fund Section One 50-80(c) and authorize the Mayor to execute any related documents. (First reading held January 21, 2020; staffed by City Manager.)		
Background:		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Aida Vega Mike Perez		Created/Initiated Final Approval
City Manager Comments: Approve.		
Staff Recommendation:		
Attachments, if any: O2020 - 01 FD relacement fund.amend 1032020 mv (1)		
Responsibilities upon Approval:		

ORDINANCE

NO. 2020 - 01

AN ORDINANCE AMENDING ORDINANCE 2016-03 SECTION ONE 50-80(C) ESTABLISHING AN EQUIPMENT REPLACEMENT FUND; PROMULGATING RULES AND REGULATIONS CONCERNING THE BUILDING AND MAINTAINING OF SUCH FUND, AND THE PERMITTED WITHDRAWALS AND PROHIBITIONS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Weslaco provides fire suppression, fire prevention and emergency medical services to the citizens of Weslaco through its Fire Department, utilizing capital assets; and

WHEREAS, the performance and continued use of these capital assets is essential to the health, safety, economic development and quality of life of those receiving services; and

WHEREAS, budgetary pressures often impede capital program expenditures or investments for maintenance and replacement, making it increasingly difficult to sustain the asset in a condition necessary to provide expected service levels; and

WHEREAS, as the physical condition of the asset declines, deferring maintenance and/or replacement could increase long-term costs and liabilities; and

WHEREAS, the City Commission desires to address the continuing investment necessary to properly maintain and replace its capital assets, while maintaining a fiscally conservative “pay-as-you-go” policy.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS, THAT:

SECTION ONE. Chapter 50 Article V §50-80 (C) Fire Department Equipment Replacement Fund, to read in its entirety as follows:

§50-80 ESTABLISHMENT AND FUNDING OF FIRE DEPARTMENT EQUIPMENT REPLACEMENT FUND.

(A) A fund is hereby established, to be maintained by the Finance Department and separately maintained from the other funds of the City, to be designated the Fire Department Equipment Replacement Fund (the FDER Fund).

(B) The FDER Fund shall be accounted for as a separate Capital Projects Fund of the City.

(C) Contributions may vary from year to year but shall generally be calculated as sixteen percent (16%) of the net collections credited from charges for Emergency Medical Services, Fiscal Year 2019-2020 and shall be transferred into the fund on a monthly basis. All following year the percent will be twenty-five percent (25%).

(D) At the option of the City Commission, other sources may be used to contribute to the Fund, such as proceeds from capital leases or other surplus funds.

(E) Contributions shall be added to such Fund per the above criteria. Notwithstanding, nothing in this section shall be construed to mean that any contribution to the Fund is mandatory, but such will be solely at the discretion of the City Commission.

SECTION TWO. A new section, Section §50-81, is to be added to the Code of Ordinances of the City of Weslaco, to read in its entirety as follows:

§50-81 EXPENDITURES FROM THE FIRE DEPARTMENT EQUIPMENT REPLACEMENT FUND; PROHIBITED EXPENDITURES.

(A) The City shall develop a policy to require a complete inventory and periodic measurement of the physical condition of all existing capital assets of the Fire Department, and then appropriately plan and budget for any capital replacement needs.

(B) Withdrawals from the Fund require the authorization of the City Commission.

(C) Withdrawals from the Fund should be restricted to:

(1) pay for capital equipment replacements as presented and approved within the Fire Department Equipment Replacement budget approved by the City Commission for each fiscal year,

(2) make up for a severe shortfall in funds where projected revenues are not met, typically because of unexpected negative influence on revenue stream,

(3) pay for catastrophic repair events of such magnitude that the cost of such would initiate an unplanned tax or rate increase or a greater than planned tax or rate increase (i.e. increases that would not have been needed if such event had not occurred). At the time of any such withdrawal for (2) or (3), a plan to raise taxes and/or rates over a reasonable time period to a level sufficient to cover the ongoing cost of maintenance and operations should be presented to the Commission and adopted.

(D) Withdrawal from the Fund should not be allowed for the following reasons:

(1) to make any expenditure not clearly and directly for an approved Fire Department Equipment Replacement capital asset.

(2) to pay for expense made necessary as a result of growth, expansion, or enhancement of existing services or inflation.

(3) for the addition of permanent personnel or equipment.

SECTION THREE. This Ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Weslaco, Texas, and this Ordinance shall not operate to repeal or affect any other ordinance except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held unconstitutional, such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION FIVE. This Ordinance shall become effective from and after its passage as provided by law.

PASSED AND APPROVED on First Reading this the 21st day of January 2020 at a Regular Meeting of the City Commission of the City of Weslaco, Texas.

PASSED AND APPROVED on Second Reading this the 4th day of February 2020 at a Regular Meeting of the City Commission of the City of Weslaco, Texas.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Myra L. Ayala Garza, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: February 4, 2020		Agenda Item No. (to be assigned by CSO): 2018-1579	
From:			
Subject: Approval of a request by Valley Nature Center to utilize Gibson Park parking lot on April 18, 2020 from 8 a.m. – 10 p.m. for the 6th Annual Spring Feast, waive any fees that may be associated with the event and authorize the Mayor to execute any related documents. (Requested by Valley Nature Center.)			
Background: Due to minimal parking spaces, Valley Nature Center is requesting the park closed to maximize parking spaces for the event. Park will not be closed for walkers, just the parking lot and pavilions for rental.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Omar Rodriguez Mike Perez		Created/Initiated Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: February 4, 2020		Agenda Item No. (to be assigned by CSO): 2018-1485
From:		
Subject: Approval of the renewal of the lease agreement with Weslaco Little League for use of Isaac Rodriguez Park Multi-Purpose Field and Minor Field and Concession Stands and Harlon Block/Sports Complex Field #1, Field #2, Field #3 and the Concession Stands effective February 1, 2020 through July 7, 2020 and authorize the Mayor to execute any related documents. (Requested by Weslaco Little League.)		
Background: The Weslaco Little League provides a youth softball and baseball program at Isaac Rodriguez Park and Harlon Block Park. The license shall be for five (5) months beginning in February through the first week of July. Approximately 300 youth participate in T-Ball to Senior baseball. Games will be played Monday through Saturday from 5:30 p.m. to 10:00 p.m.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Omar Rodriguez Mike Perez		Created/Initiated Final Approval
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Weslaco Little League Sports Fields License Agreement 2020, Exhibit A - Weslaco Little League Isaac Rodriguez Park, Exhibit B - Weslaco Little League Harlon Block Park		
Responsibilities upon Approval:		

FACILITY LICENSE AGREEMENT

THIS LICENSE AGREEMENT made and entered into this ____ day of _____ 2020, by and between the City of Weslaco, a home-ruled municipal corporation; 255 S. Kansas Ave. Weslaco, Texas 78596, Licenser, (hereinafter referred to as "CITY"), and WESLACO LITTLE LEAGUE, 1400 Southgate Circle, Weslaco, Texas 78596, hereinafter referred to as "LICENSEE".

WITNESSTH

- A. CITY owns all rights, title and interest in Isaac Rodriguez Park and Harlon Block Park; and, has the authority to grant this License; and,
- B. LICENSEE desires to use the described facility(s) for the purpose described herein; and
- C. CITY is willing to permit LICENSEE to use said facility(s) in such a manner as described herein.

1. GRANT OF LICENSE

- 1.1. The CITY grants a license to the LICENSEE to non-exclusive use and the LICENSEE licenses from the CITY the portions of Isaac Rodriguez Park Multi-Purpose Field, Minor Field, T-Ball Field, Concession Stands and Parking Areas located at 1200 East 6th Street, Weslaco Texas 78596, as described in "Attachment – A"; and Harlon Block Park Sports Complex Field #1, Field #2, Field #3, Concession Stands and Parking areas located at located at 1020 West 18th Street, Weslaco Texas 78596 as described in "Attachment -B", hereinafter referred to as the FACILITIES.
- 1.2. The term of this license is for the period of February 1, 2020 through June 30, 2020. Specific times and days of use to be mutually agreed upon with the "CITY's" Director of Parks & Recreation.
- 1.3. The "CITY" maintains the right to host any functions on licensed premises during the term of this agreement with notice to "LICENSEE" at least thirty (30) days in advance of function dates.
- 1.4. The "LICENSEE" will provide a schedule of "LICENSEE's" activities to "CITY" at least two (2) weeks prior to start of such activities.
- 1.5. The LICENSEE shall have the right to occupy and use the Facility(s) for the purposes of presenting a LITTLE LEAGUE Youth Softball/Baseball Program hereinafter referred to as "LEAGUE". The right to occupy and use the FACILITY by LICENSEE shall not be construed as an endorsement by the CITY of the LEAGUE or purposes thereto.
- 1.6. This Agreement is non-transferrable and the LICENSSEE shall not assign this Agreement nor sublet FACILITY without the prior written consent of the CITY.

1. LICENSING FEE

2.1 The CITY will not charge LICENSEE any rent for the use of licensed premises.

3. INDEMNIFICATION AND HOLD HARMLESS

3.1 LICENSEE agrees to indemnify the City of Weslaco, from all claims, suits, damages, costs, losses and expenses in any manner arising out of connected to the viewing of the movie or the sale of any concession items.

3.2 The "LICENSEE" will carry liability insurance in an amount sufficient to protect the "CITY's" interest in the lease premises and said insurance shall name the "CITY" as an additional insured with the requirement that said insurance provider shall provide the "CITY" notice of any cancellation or revision of said insurance policy.

4. MISCELLANEOUS

4.1 "LICENSEE" is responsible for all fees associated with PONY, Inc. and must be in good standing throughout the "LICENSE" term period.

4.2 "LICENSEE" is responsible for all the equipment needed to present the LEAGUE. This equipment may be set up only on the day(s) of the LEAGUE and must be removed immediately after the event.

4.3 The "LICENSEE" shall endeavor to assist the "CITY" in providing a safe and clean complex for participants, spectators and visitors.

4.4 The "LICENSEE" will be allowed to park one (1) vehicle next to the concession stand for the sole purpose of providing equipment & supplies for "LICENSEE's" activities. All other automobiles and vehicles will park in areas designated for such purpose by "CITY".

4.5 The "LICENSEE" is responsible for scheduling games and providing adult supervision at all "LICENSEE's" activities.

4.6 The "CITY" maintains its right to decide when the field is unplayable due to current or anticipated weather conditions.

4.7 The "LICENSEE" will provide the "CITY" Parks and Recreation Department appropriate contact phone numbers for the purpose of directing public inquiries to the proper authorities regarding this LEAGUE.

4.8 The "LICENSEE" shall report any repairs or potential hazards to the "CITY's" Parks and Recreation Department. However, the reporting of these hazards does not in any way, shape or form make the "CITY" responsible for any injuries or damages resulting from said hazards.

4.9 The "CITY" will maintain the leased premises including mowing and marking painted field lines. Maintenance scheduling will be determined by "CITY" upon advanced receipt of a schedule of "LICENSEE's" activities.

4.10 The "CITY" undertakes no responsibility and is under no obligation to obtain sponsors for "LICENSEE's" activities.

4.11 The "LICENSEE" will provide the "CITY" an accounting of all monies collected in registration fees, concession stand revenues and expenses incurred upon demand in a form and manner acceptable to "CITY". The "CITY" may at any time demand such accounting and failure to do so will result in an automatic termination of this agreement.

4.12 The "LICENSEE" affirms that the person signing on behalf of the "LICENSEE" is authorized to execute this lease agreement with the "CITY".

4.13 "CITY" has the right to cancel this lease agreement without cause by providing thirty (30) days' written notice of said termination.

4.14 If any material, composition or name to be used or performed under this AGREEMENT is copyrighted, the LICENSEE shall be responsible for securing, before using or employing such material, composition or name, the assent in writing, of the owner or licensee of such copyright. The LICENSEE shall indemnify and save the CITY harmless from any and all claims, expenses or suits for copyright infringements which may arise from the performance of this Agreement.

4.15 LICENSEE shall be responsible for all associated licensing fees, permits, costs, and taxes.

4.16 GOVERNING LAW: This Agreement shall be governed by and construed under the laws of the State of Texas, which shall also be the forum for any law suit arising from or incident to this Agreement. Venue shall be the state and federal courts located in Hidalgo County, Texas.

IN WITNESS WHEREOF, the undersigned hereby execute this license agreement as of the day and year first above written

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

MYRA AYALA, CITY SECRETARY

APPROVED AS TO FORM:

WESLACO LITTLE LEAGUE

JUAN E. GONZALEZ, CITY ATTORNEY

JAMES CLOSNER, PRESIDENT

Isaac Rodriguez Park

1200 East 6th Street

EXHIBIT A

Leased Area

Multi-purpose Field

Minor Field

Concession Stand

T-ball Field

Google Earth

© 2013 INEGI
© 2018 Google

600 ft



Harlon Block Sports Complex

1020 West 18th Street

EXHIBIT B

F2

Concession stand

F1

F3

F4

Leased Area

1020 W 18th St

Google Earth

© 2018 INEGI
© 2018 Google

1000 ft

Mile 5 1/2
N



Standardized Agenda Request Form

Date of Meeting: February 4, 2020		Agenda Item No. (to be assigned by CSO): 2018-1483	
From:			
Subject: Approval on renewal of the Facility License Agreement with Weslaco Softball Baseball for use of the Softball/Baseball Field 1, 2 and 3 and Concession Stand at Mayor Pablo G. Peña City Park effective February 1, 2020 through July 7, 2020 and authorize the Mayor to execute any related documents. (Requested by Weslaco Softball Baseball.)			
Background: The Weslaco Softball Baseball organization provides the PONY softball and baseball program for area boys and girls in the Weslaco area. Games are played on the fields located at Mayor Pablo G. Pena Park. The program begins with registration and training starting in February with league and championship play occurring through the end of June. Weslaco Softball Baseball requests to use Fields 1, 2, and 3 and the Concession stand located at Mayor Pablo G. Pena City Park. No games are to be scheduled during the set-up and presentation of Onionfest March 27-29, 2020.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Omar Rodriguez Mike Perez		Created/Initiated Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: WSB Request for Park lease 2020, WSB PONY Sports Fields License Agreement 2020, ATTACHMENT - A			

Responsibilities upon Approval:



P.O. Box 1350 Weslaco, Texas 78599

www.wsbnet.org

weslacopony@gmail.com

January 19, 2020

Mr Omar Rodriguez
Director-Weslaco Parks/Rec

On behalf of Weslaco Softball Baseball-Pony League, we would like to request a lease agreement renewal for the baseball/softball fields 1, 2, and 3 and concession stand at Mayor Pablo G Pena Weslaco City Park effective Feb 1st to July 31st 2020.

Sincerely,

A handwritten signature in cursive script that reads "Elia Rodriguez". The signature is written in dark ink and is positioned above the printed name and title.

Elia Rodriguez, Director
WSB Pony League



January 20, 2020

Mr. Omar Rodriguez
Weslaco Parks and
Recreation Director

ARNULFO BANDA
South Zone Vice President
1722 Misty Lane
Weslaco, TX
Phone 956-454-9958
a.banda@pony.org

I am the writing you again to inform of the good standing that Weslaco Pony Baseball/Softball hes with PONY Baseball/Softball. Weslaco Pony League is vital to our tournament schedule throughout the coming season. This year Weslaco Pony will host tournaments on all three fields during the following weeks:

April 27th-Midseason tournaments
May 4th-Midseason tournaments
June 1st-All Star Invitational tournaments
June 8th-All Star Invitational tournaments
June 15th-All Star Sectional Tournaments
June 22ndth-All Star Regional Tournaments

These tournaments bring teams and parents from all over the Valley to our fine city. The economic impact of these teams coming to play in Weslaco is significant as they visit the local establishments during their participation in this tournaments. PONY Baseball/Softball does have a choice on where we schedule these tournaments and Weslaco is always at the top of the list as a site that will be used first.

Thank you and your city for your support of PONY Baseball/Softball.

Respectfully,
Arnulfo Banda
South Zone Vice President
PONY Baseball/Softball
South Zone Vice President

.....

Weslaco Softball Baseball						
Spring Season Game Schedule Dates and Teams						
	Year	Dates : From - To	Teams			
	2006	April 04, 2006 to May 31, 2006	30			
	2007	March 28, 2007 to May 24, 2007	46			
	2008	March 15, 2008 to May 24, 2008	73			
	2009	March 25, 2009 to May 29, 2009	72			
	2010	March 22, 2010 to May 22, 2010	82			
	2011	March 11, 2011 to May 21, 2011	58			
	2012	March 9, 2012 to May 22, 2012	82			
	2013	March 18, 2012 to May 18, 2013	109			
	2014	March 24, 2012 to May 24, 2014	89			
	2015	March 23, 2015 to May 23, 2015	90			
	2016	March 7, 2016 to May 20, 2016	78			
	2017	March 6, 2017 to May 16, 2017	82			
	2018	March 5, 2018 to May 17, 2018	80			
	2019	March 11, 2019 to May 20, 2019	80			

January 2020

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2020

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
						1
2	3	4	5 Registration	6	7	8 Registration
9	10	11	12 Registration	13	14	15 Registration
16	17	18	19 Registration	20	21	22 Registration Team Deadline
23	24	25	26 Registration	27	28	29 Registration

March 2020

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2 Tryouts (4U)	3 Tryouts	4 Tryouts	5 Tryouts	6 Tryouts	7 Tryouts
8	9 Team Practice	10 Team Practice	11 Team Practice	12 Team Practice	13 Team Practice	14 Team Practice
15	16 Team Practice	17 Team Practice	18 Team Practice	19 Team Practice	20 Team Practice	21 Team Practice
22	23 Pre Season Tournament	24 Pre Season Tournament	25 Pre Season Tournament	26 Pre Season Tournament	27 Onion Fest	28 Onion Fest
29	30 Pre Season Tournament	31 Pre Season Tournament				

April 2020

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1 Pre Season Tournament	2 Pre Season Tournament	3 Pre Season Tournament	4 Opening Ceremonies
5	6 Spring Season Games	7 Spring Season Games	8 Spring Season Games	9 Spring Season Games	10 Easter Break	11 Easter Break
12 Easter Break	13 Easter Break	14 Spring Season Games	15 Spring Season Games	16 Spring Season Games	17 Spring Season Games	18 Spring Season Games
19	20 Spring Season Games	21 Spring Season Games	22 Spring Season Games	23 Spring Season Games	24 Spring Season Games	25 Spring Season Games
26	27 Mid Season Tournament	28 Mid Season Tournament	29 Mid Season Tournament	30 Mid Season Tournament		

May 2020

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					1 Mid Season Tournament	2 Mid Season Tournament
3	4 Mid Season Tournament	5 Mid Season Tournament	6 Mid Season Tournament	7 Mid Season Tournament	8 Mid Season Tournament	9 Mid Season Tournament
10	11 Spring Season Games	12 Spring Season Games	13 Spring Season Games	14 Spring Season Games	15 Spring Season Games	16 Spring Season Games
17	18 Spring Season Games	19 Spring Season Games	20 Spring Season Games	21 Spring Season Games	22 Spring Season Games	23 Spring Season Games
24	25 Spring Season Games Rain Outs	26 Spring Season Games Rain Outs	27 Spring Season Games Rain Outs	28 Spring Season Games Rain Outs	29 Spring Season Games Rain Outs	30 Spring Season Games Rain Outs
31						

June 2020

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	1 1 st All Star Tournament	2 1 st All Star Tournament	3 1 st All Star Tournament	4 1 st All Star Tournament	5 1 st All Star Tournament	6 1 st All Star Tournament
7	8 2 nd All Star Tournament	9 2 nd All Star Tournament	10 2 nd All Star Tournament	11 2 nd All Star Tournament	12 2 nd All Star Tournament	13 2 nd All Star Tournament
14	15 Sectional Tournament	16 Sectional Tournament	17 Sectional Tournament	18 Sectional Tournament	19 Sectional Tournament	20 Sectional Tournament
21	22 Regional Tournament	23 Regional Tournament	24 Regional Tournament	25 Regional Tournament	26 Regional Tournament	27 Regional Tournament
28	29 World Series Team Practice	30 World Series Team Practice				

July 2020

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1 World Series Team Practice	2 World Series Team Practice	3 World Series Team Practice	4 World Series Team Practice
5	6 World Series Team Practice	7 World Series Team Practice	8 World Series Team Practice	9 World Series Team Practice	10 World Series Team Practice	11 World Series Team Practice
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Weslaco Softball Baseball

PROFIT AND LOSS

January - December 2019

	TOTAL
Income	
Non-Profit Income	
Concession Sales	41,637.25
Gate Fees	31,754.37
League Sponsors	2,644.10
Non-Profit Income	3.36
Other Deposits / Square	1,053.20
Registration Fees	19,598.55
Team Sponsorships	24,498.76
Total Non-Profit Income	121,189.59
Total Income	\$121,189.59
GROSS PROFIT	\$121,189.59
Expenses	
Advertising & Marketing	963.31
Bank Charges & Fees	393.39
Concession Stand	25,413.14
Contractors	33,066.00
Equipment Supplies	721.38
Game Awards	1,987.06
Insurance	3,478.17
League Team Uniforms	670.00
Meals & Entertainment	1,012.38
Office Supplies & Software	1,309.18
Refunds / Reg,Concession	545.00
Rent & Lease	3,702.52
Repairs & Maintenance	106.07
Team Sponsorships	23,989.00
Tournament Fees	11,733.00
Utilities	1,019.92
Total Expenses	\$110,109.52
NET OPERATING INCOME	\$11,080.07
NET INCOME	\$11,080.07

FACILITY LICENSE AGREEMENT

THIS LICENSE AGREEMENT made and entered into this ____ day of _____ 2020, by and between the City of Weslaco, a home-ruled municipal corporation; 255 S. Kansas Ave. Weslaco, Texas 78596, Licensors, (hereinafter referred to as "CITY"), and THE WESLACO SOFTBALL BASEBALL, P.O. BOX 1350, Weslaco Texas 78599 hereinafter referred to as "LICENSEE".

WITNESSTH

- A. CITY owns all rights, title and interest in Mayor Pablo Pena City Park; and, has the authority to grant this License; and,
- B. LICENSEE desires to use the described facility(s) for the purpose described herein; and
- C. CITY is willing to permit LICENSEE to use said facility(s) in such a manner as described herein.

1. GRANT OF LICENSE

- 1.1. The CITY grants a license to the LICENSEE to non-exclusive use and the LICENSEE licenses from the CITY the portions of Mayor Pablo Pena City Park Baseball/Softball Complex (F1, F2 and F3), parking Lot and Concession Stand, located at 300 North Airport Drive, Weslaco Texas 78596 as described in Attachment "A – Mayor Pablo Pena City Park Labeled", hereinafter referred to as the FACILITIES.
- 1.2. The term of this license is for the period of February 1, 2020 through June 30, 2020. Specific times and days of use to be mutually agreed upon with the "CITY's" Director of Parks & Recreation.
- 1.3. The "CITY" maintains the right to host any functions on licensed premises during the term of this agreement with notice to "LICENSEE" at least thirty (30) days in advance of function dates.
- 1.4. The "LICENSEE" will provide a schedule of "LICENSEE's" activities to "CITY" at least two (2) weeks prior to start of such activities.
- 1.5. The LICENSEE shall have the right to occupy and use the Facility(s) for the purposes of presenting a PONY Youth Softball/Baseball Program hereinafter referred to as "LEAGUE". The right to occupy and use the FACILITY by LICENSEE shall not be construed as an endorsement by the CITY of the LEAGUE or purposes thereto.
- 1.6. This Agreement is non-transferrable and the LICENSSEE shall not assign this Agreement nor sublet FACILITY without the prior written consent of the CITY.

1. LICENSING FEE

- 2.1 The CITY will not charge LICENSEE any rent for the use of licensed premises.

3. INDEMNIFICATION AND HOLD HARMLESS

- 3.1 LICENSEE agrees to indemnify the City of Weslaco, from all claims, suits, damages, costs, losses and expenses in any manner arising out of connected to the viewing of the movie or the sale of any concession items.
- 3.2 The "LICENSEE" will carry liability insurance in an amount sufficient to protect the "CITY's" interest in the lease premises and said insurance shall name the "CITY" as an additional insured with the requirement that said insurance provider shall provide the "CITY" notice of any cancellation or revision of said insurance policy.

4. MISCELLANEOUS

- 4.1 "LICENSEE" is responsible for all fees associated with PONY, Inc. and must be in good standing throughout the "LICENSE" term period.
- 4.2 "LICENSEE" is responsible for all the equipment needed to present the LEAGUE. This equipment may be set up only on the day(s) of the LEAGUE and must be removed immediately after the event.
- 4.3 The "LICENSEE" shall endeavor to assist the "CITY" in providing a safe and clean complex for participants, spectators and visitors.
- 4.4 The "LICENSEE" will be allowed to park one (1) vehicle next to the concession stand for the sole purpose of providing equipment & supplies for "LICENSEE's" activities. All other automobiles and vehicles will park in areas designated for such purpose by "CITY".
- 4.5 The "LICENSEE" is responsible for scheduling games and providing adult supervision at all "LICENSEE's" activities.
- 4.6 The "CITY" maintains its right to decide when the field is unplayable due to current or anticipated weather conditions.
- 4.7 The "LICENSEE" will provide the "CITY" Parks and Recreation Department appropriate contact phone numbers for the purpose of directing public inquiries to the proper authorities regarding this LEAGUE.
- 4.8 The "LICENSEE" shall report any repairs or potential hazards to the "CITY's" Parks and Recreation Department. However, the reporting of these hazards does not in any way, shape or form make the "CITY" responsible for any injuries or damages resulting from said hazards.

4.9 The "CITY" will maintain the leased premises including mowing and marking painted field lines. Maintenance scheduling will be determined by "CITY" upon advanced receipt of a schedule of "LICENSEE's" activities.

4.10 The "CITY" undertakes no responsibility and is under no obligation to obtain sponsors for "LICENSEE's" activities.

4.11 The "LICENSEE" will provide the "CITY" an accounting of all monies collected in registration fees, concession stand revenues and expenses incurred upon demand in a form and manner acceptable to "CITY". The "CITY" may at any time demand such accounting and failure to do so will result in an automatic termination of this agreement.

4.12 The "LICENSEE" affirms that the person signing on behalf of the "LICENSEE" is authorized to execute this lease agreement with the "CITY".

4.13 "CITY" has the right to cancel this lease agreement without cause by providing thirty (30) days' written notice of said termination.

4.14 If any material, composition or name to be used or performed under this AGREEMENT is copyrighted, the LICENSEE shall be responsible for securing, before using or employing such material, composition or name, the assent in writing, of the owner or licensee of such copyright. The LICENSEE shall indemnify and save the CITY harmless from any and all claims, expenses or suits for copyright infringements which may arise from the performance of this Agreement.

4.15 LICENSEE shall be responsible for all associated licensing fees, permits, costs, and taxes.

4.16 GOVERNING LAW: This Agreement shall be governed by and construed under the laws of the State of Texas, which shall also be the forum for any law suit arising from or incident to this Agreement. Venue shall be the state and federal courts located in Hidalgo County, Texas.

IN WITNESS WHEREOF, the undersigned hereby execute this license agreement as of the day and year first above written

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

MYRA AYALA, CITY SECRETARY

APPROVED AS TO FORM:

WESLACO SOFTBALL BASEBALL

JUAN E. GONZALEZ, CITY ATTORNEY

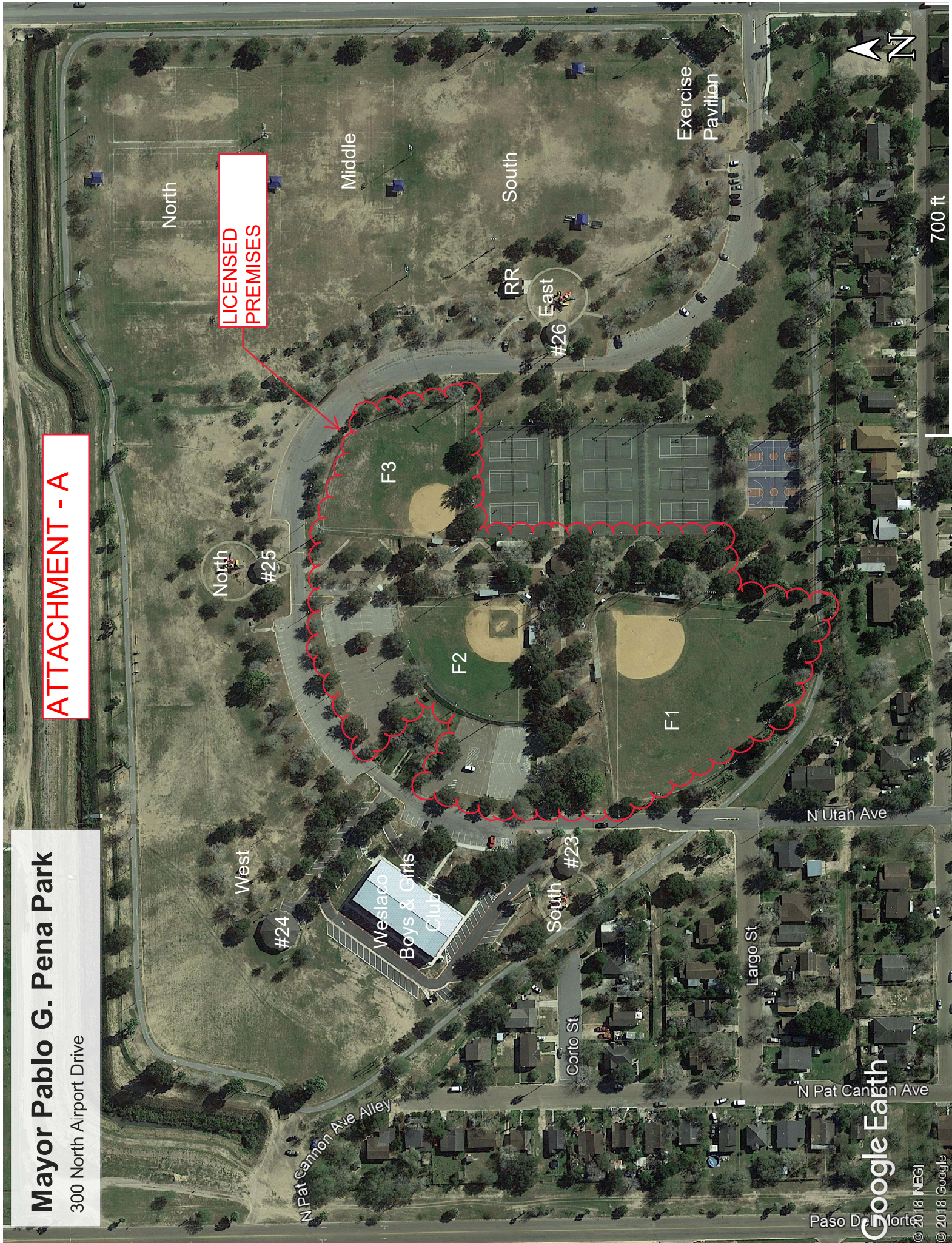
ELIA RODRIGUEZ, DIRECTOR

Mayor Pablo G. Pena Park

300 North Airport Drive

ATTACHMENT - A

LICENSED
PREMISES





Standardized Agenda Request Form

Date of Meeting: February 4, 2020		Agenda Item No. (to be assigned by CSO): 2018-1492	
From:			
Subject: Approval on renewal of License Agreement for Annual "Movies at the Park" at Mayor Pablo G. Peña City Park located at 300 N. Airport Drive for the 2020 season and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.)			
Background: Martin Garcia has produced the Movies at the Park Series at Mayor Pablo G. Pena City Park for the past eight years. He secures sponsors and rights to present the movies for the series at no cost to the City. The program will be presented on Thursday evenings in July.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Omar Rodriguez Mike Perez		Created/Initiated Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Movies in the Park Proposal, Movies at the Park Lease Agreement 2019, Exhibit A-Movies at the Park			
Responsibilities upon Approval:			

DICE Productions

Martin Garcia Jr.
4822 N. 5 1/2 W.
Weslaco, TX 78599
Phone 956-463-6251

Service Proposal

DATE: 01/17/2020

MOVIES AT THE PARK PROPOSAL

City of Weslaco
Omar Rodriguez
Weslaco Parks and Recreations Director

MOVIE LOCATION

Mayor Pablo G. Pena Park
300 N. Airport Dr., Weslaco Tx

SERVICE DESCRIPTION	Movies		AMOUNT
<u>Public Viewing of Four (4) Movies at Mayor Pablo G. Pena Park</u> - Thursday Nights - July 9th, July 16th, July 23nd, July 30th ***** Four (4) Movies - Spies in Disguise (2019) - Frozen II (2019) - The Lion King (2019 Live Action) - Toy Story 4 (2019) DICE Productions will be responsible for: - Movie & Licensing Fee - Projector - Projector Screen - Sound System (Includes MC)	4		
City of Weslaco will be responsible for: - Location - Providing utilities (electricity), Trash Bins, & restroom accessibility ***Rain-out events will be rescheduled***			
THANK YOU!			TOTAL: N/A

FACILITY LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made and entered into this ____ day of _____ 2020, by and between the City of Weslaco, a home-ruled municipal corporation; 255 S. Kansas Ave. Weslaco, Texas 78596, Licenser, (hereinafter referred to as "CITY"), and Martin Garcia Jr. dba DICE Productions; 4822 N. 5 ½ W. Weslaco, Texas 78599 hereinafter referred to as "LICENSEE".

WITNESSTH

- A. CITY owns all rights, title and interest in Mayor Pablo G. Pena City Park and has the authority to grant this License; and
- B. LICENSEE desires to use the described facility for the purpose described herein, and
- C. CITY is willing to permit LICENSEE to use said facility in such a manner as described herein.

1. GRANT OF LICENSE

1.1. The CITY grants a license to the LICENSEE to use and the LICENSEE licenses from the CITY the portions of the Mayor Pablo G. Peña City Park located at 300 N. Airport Drive, Weslaco Texas 78596 as indicated in Exhibit "A" (occupancy 500 people) hereinafter referred to as the FACILITY.

1.2. The term of this license is for the period of 7:00 p.m. until 10:30 p.m. during the following day(s) as shown:

DATE: Thursday, July 9, 2020

DATE: Thursday, July 16, 2020

DATE: Thursday, July 23, 2020

DATE: Thursday, July 30, 2020

1.3 USE: The LICENSEE shall have the right to occupy and use the Facility for the purposes of presenting the summer outdoor film series "Weslaco Movies at the Park" hereinafter referred to as the "SERIES". The right to occupy and use the FACILITY by LICENSEE shall not be construed as an endorsement by the CITY of the SERIES or purposes thereto.

1.4 This Agreement is non-transferrable and the LICENSSEE shall not assign this Agreement nor sublet FACILITY without the prior written consent of the CITY.

2. LICENSING FEE

2.1 The CITY will not charge LICENSEE any rent for the use of leased premises.

3. INDEMNIFICATION AND HOLD HARMLESS

3.1 LICENSEE agrees to indemnify the City of Weslaco, from all claims, suits, damages, costs, losses and expenses in any manner arising out of connected to the viewing of the movie or the sale of any concession items.

4. MISCELLANEOUS

4.1 LICENSEE will be responsible for all the equipment needed to present the movie(s). This equipment may be set up only on the day(s) of the SERIES and must be removed immediately after the event.

4.2 LICENSEE will be allowed to park on (1) vehicle and trailer of the purpose of the projection screen placement. All other automobiles and vehicles must park in areas designated for such purpose by the CITY.

4.3 If any material, composition or name to be used or performed under this AGREEMENT is copyrighted, the LICENSEE shall be responsible for securing, before using or employing such material, composition or name, the assent in writing, of the owner or licensee of such copyright. The LICENSEE shall indemnify and save the CITY harmless from any and all claims, expenses or suits for copyright infringements which may arise from the performance of this Agreement.

4.4 LICENSEE shall be responsible for all associated licensing fees, permits, costs, and taxes.

4.5 LICENSEE will be allowed to have a concession stand and sell popcorn, pickles, candy and drinks.

4.6 GOVERNING LAW: This Agreement shall be governed by and construed under the laws of the State of Texas, which shall also be the forum for any law suit arising from or incident to this Agreement. Venue shall be the state and federal courts located in Hidalgo County, Texas.

IN WITNESS WHEREOF, the undersigned hereby execute this lease agreement as of the day and year first above written

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Myra Ayala, CITY SECRETARY

APPROVED AS TO FORM:

JUAN GONZALEZ, CITY ATTORNEY

DICE PRODUCTIONS

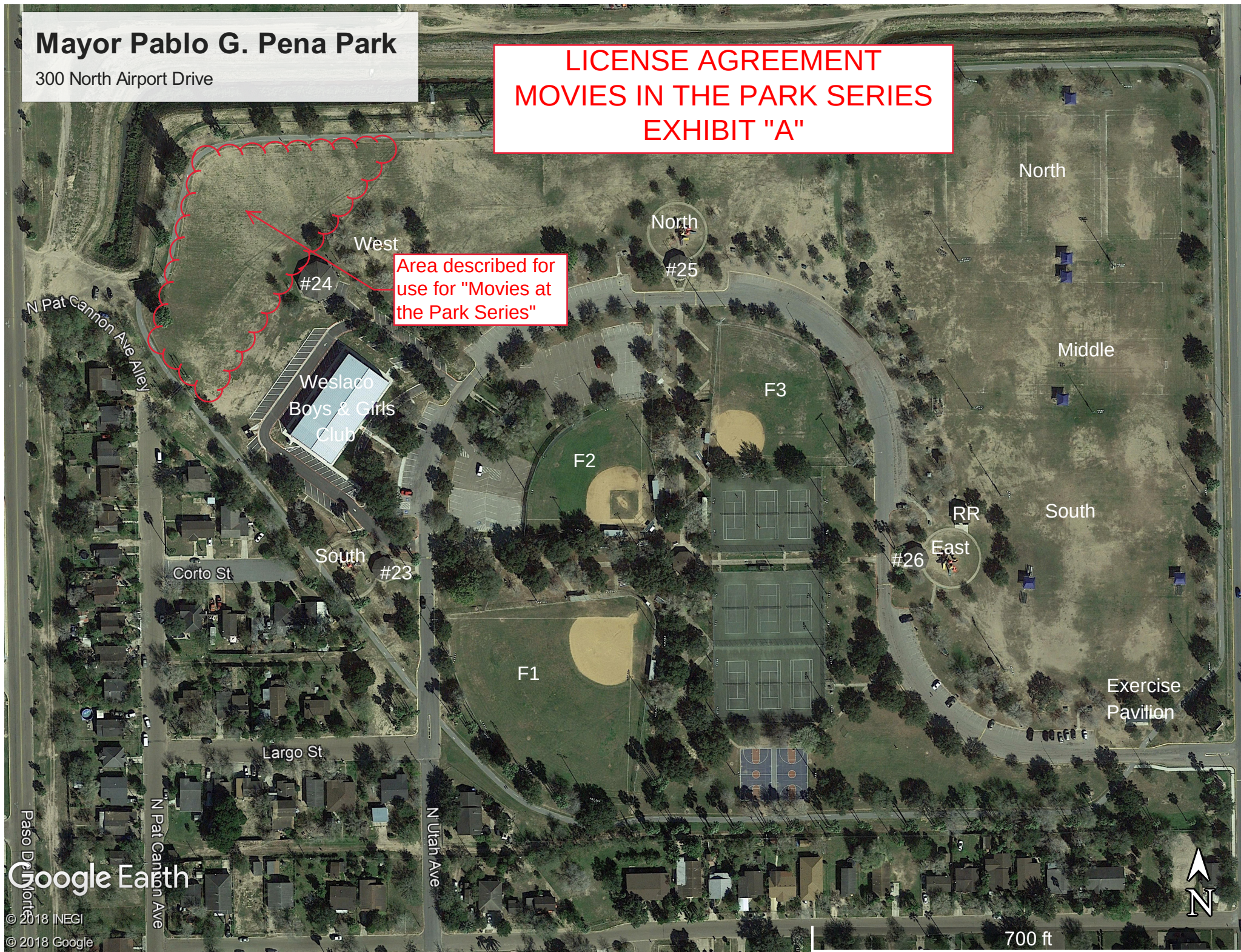
Martin Garcia Jr. dba DICE Productions

Mayor Pablo G. Pena Park

300 North Airport Drive

LICENSE AGREEMENT MOVIES IN THE PARK SERIES EXHIBIT "A"

Area described for
use for "Movies at
the Park Series"



Google Earth

© 2018 INEGI
© 2018 Google



Standardized Agenda Request Form

Date of Meeting: February 4, 2020		Agenda Item No. (to be assigned by CSO): 2017-1430
From:		
Subject: Approval on renewal of the lease agreement with I Theatre, Inc. for the use of the Tower Theatre and Tower House effective January 1, 2020 - December 31, 2020 and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.)		
Background: I Theatre has been the producer of events at the Tower Theatre the last several years maintaining a tradition of providing Weslaco with original theatrical productions for the past 54 years. I Theatre, Inc. is requesting renewal of their annual lease of the Tower Theatre located at 120 South Kansas and the Tower House located at 112 East Second Street.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Omar Rodriguez Mike Perez	Created/Initiated Final Approval	
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval of lease.		
Attachments, if any: Tower Theatre Tower House Lease 2020		
Responsibilities upon Approval:		

THE STATE OF TEXAS

*

*

COUNTY OF HIDALGO

*

LEASE AGREEMENT

*

CITY OF WESLACO

*

THIS LEASE AGREEMENT is entered on this _____ day of _____ 2020 between the CITY OF WESLACO, a Home Rule municipal corporation, hereinafter called LESSOR, and the I Theatre, Inc. hereinafter called LESSEE,

ARTICLE I

LOCATION AND PURPOSE

- 1.01 LESSOR leases to LESSEE the property and improvements known as the Tower Theatre Building located at 120 South Kansas, and the Tower House, located at 112 East Second Street, both locations being in the City of Weslaco, Hidalgo County, Texas (Leased Premises).
- 1.02 The leased premises are to be used only to provide theatrical and musical productions, lectures, solo musical performances and other related educational and entertainment activities to the general public.

ARTICLE II

TERMS

- 2.01 The term of this lease shall commence January 1, 2020 and shall terminate on December 31, 2020.
- 2.03 LESSEE shall have the right to renew and extend this lease agreement on the same terms and conditions for an additional twelve (12) month term beginning on the 1st day of January 2021 provided LESSEE gives LESSOR thirty (30) days prior notice of its intent to renew this lease agreement.

- 2.04 Both parties must provide notice of its intent to terminate this lease in writing at least thirty (30) days prior to the termination of this lease. LESSOR may terminate this lease at any time without cause by providing thirty (30) day written notice of termination.

ARTICLE III
NATURE OF ACTIVITIES

- 3.01 The I Theatre, Inc. agrees to present theatrical productions, cultural enrichment and youth theatrical programming during the term of this agreement.
- 3.02 LESSEE shall be allowed to charge a reasonable admission fee for productions, sell refreshments, and organize other fund raising projects for the express purpose of providing activities in accordance with this agreement.

ARTICLE IV
IMPROVEMENTS TO LEASE PREMISES

- 4.01 Any permanent improvements made to or furnished by the LESSEE on the lease premises shall belong to LESSOR upon expiration of this lease or any extension hereof.
- 4.02 LESSEE may not paint the interior or exterior of the lease premises or make alterations which might adversely affect the exterior of the lease premises. No alterations shall be made, nor permanent signs erected on the lease premises without the advance written consent of the LESSOR.
- 4.03 LESSEE shall accept possession of the lease premises and equipment AS IS.

ARTICLE V

INSURANCE

- 5.01 LESSOR shall insure the lease premises against fire, accident or natural disaster. In the event the lease premises are destroyed or damaged by fire, accident or natural disaster or shall be rendered unfit for use, LESSOR shall make diligent effort to restore the lease premises for use by LESSEE. If the lease premises are unfit for use this contract shall be mutually renegotiated and/or terminated at LESSORS discretion.

- 5.02 LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon tort which occurs on the lease premises, caused by LESSEE its agents, employees or licensees. LESSEE further agrees that LESSOR shall not become obligated to pay any damages to any third party because of any accident or other loss caused by the negligence of LESSEE or any of its employees, agents or licensees. LESSEE will reimburse LESSOR for the amount of LESSOR'S actual payments in damages and expenses incurred as a result of LESSEE'S actions.
- 5.03 During the term of this lease LESSEE shall maintain liability insurance to protect LESSOR from any third party claim that may arise as a result of injuries or damages of any type caused to any person on the lease premises. The limits of this policy shall be no less than \$100,000.00 liability per each person and \$1,000,000.00 aggregate. LESSEE agrees to provide a copy of such policy of insurance to LESSOR at the time of execution of this agreement and said policy must name LESSOR as an additional insured.

ARTICLE VI

UTILITIES

- 6.01 LESSOR shall pay charges for water, sewer, electricity and garbage/ trash pick-up service. LESSEE shall promptly pay for any and all long distance telephone charges. All utilities currently installed and/or connected to the lease premises prior to the date LESSEE takes possession shall be paid by the LESSOR. All utilities installed or connected after LESSEE takes possession of the lease premises shall be paid by the LESSEE.

ARTICLE VII

MAINTENANCE OF PREMISES

- 7.01 LESSOR agrees to maintain the roof, external building structure, interior walls and floors, plumbing, air-conditioning, heating, lamps, chairs, risers, and grounds surrounding the lease premises in suitable conditions for its agreed upon use. LESSOR shall have the right to make any repairs to the lease premises as needed.
- 7.02 LESSOR agrees to provide basic janitorial services and supplies and office supplies to LESSEE as may be needed.

ARTICLE VIII

SUBLEASE AND ASSIGNMENT

- 8.01 The LESSEE shall not sublet or assign the lease premises or any part thereof to a third party without the prior written consent of the LESSOR. LESSEE may allow other individuals and organizations to use the premises under the supervision of LESSEE and with LESSOR'S prior written consent provided the use is consistent with the terms of this agreement.

ARTICLE IX

MISCELLANEOUS

- 9.01 This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.
- 9.02 This agreement shall be constructed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are to be performed in Hidalgo County, Texas.
- 9.03 In case any one or more of the provisions contained in the agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provisions of this agreement.
- 9.04 LESSEE shall not discriminate against any employee, applicant for employment or visitor because of race, religion, age, disability, sex or national origin.

IN WITNESS HEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers and their corporate seals affixed hereto on this _____ day of _____ 2020.

CITY OF WESLACO

BY: _____
David Suarez, Mayor

ATTEST:

Myra Ayala, City Secretary

APPROVED AS TO FORM:

Juan E. Gonzalez, City Attorney

I Theatre, Inc.
1002 W 8th Avenue
Weslaco, TX 78596-6710

BY: _____
Steve Urbina
PRESIDENT, I THEATRE, Inc.

Kara Urbina
SECRETARY, ITHEATRE



Standardized Agenda Request Form

Date of Meeting: February 4, 2020		Agenda Item No. (to be assigned by CSO): 2018-1889
From:		
Subject: Approval on renewal of the lease agreement with Mid Valley Youth Soccer League for use of Pablo G. Pena City Park soccer fields and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.)		
Background: The Mid-Valley Youth Soccer Club provides recreation soccer leagues for approximately 30 - 40 youth team and over 300 participants in the Weslaco area. This request is a semi-annual renewal for the use of the soccer fields located at Mayor Pablo Pena Park for league practices and play.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Omar Rodriguez	Created/Initiated	
Mike Perez	Final Approval	
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Mid Valley Youth Soccer Sports Fields License Agreement 2020, Exhibit A - MVYSC Fields Mayor Pablo G. Pena Park		
Responsibilities upon Approval: Execute and notify requester.		

FACILITY LICENSE AGREEMENT

THIS LICENSE AGREEMENT made and entered into this ____ day of _____ 2020, by and between the City of Weslaco, a home-ruled municipal corporation; 255 S. Kansas Ave. Weslaco, Texas 78596, Licenser, (hereinafter referred to as "CITY"), and Mid Valley Youth Soccer League, 800 Martinez Street, Weslaco, Texas 78599 hereinafter referred to as "LICENSEE".

WITNESSTH

- A. CITY owns all rights, title and interest in Mayor Pablo G. Pena City Park; and, has the authority to grant this License; and,
- B. LICENSEE desires to use the described facility(s) for the purpose described herein; and
- C. CITY is willing to permit LICENSEE to use said facility(s) in such a manner as described herein.

1. GRANT OF LICENSE

- 1.1. The CITY grants a license to the LICENSEE to non-exclusive use and the LICENSEE licenses from the CITY the portions of Mayor Pablo Pena City Soccer Fields (Central and South Fields), located at 300 North Airport Drive, Weslaco Texas 78596 as described in Attachment "A – Mayor Pablo Pena City Park Labeled", hereinafter referred to as the FACILITIES.
- 1.2. The term of this license is for the period of February 1, 2020 through May 31, 2020. Specific times and days of use to be mutually agreed upon with the "CITY's" Director of Parks & Recreation.
- 1.3. The "CITY" maintains the right to host any functions on licensed premises during the term of this agreement with notice to "LICENSEE" at least thirty (30) days in advance of function dates.
- 1.4. The "LICENSEE" will provide a schedule of "LICENSEE's" activities to "CITY" at least two (2) weeks prior to start of such activities.
- 1.5. The LICENSEE shall have the right to occupy and use the Facility(s) for the purposes of presenting a youth soccer program hereinafter referred to as "LEAGUE". The right to occupy and use the FACILITY by LICENSEE shall not be construed as an endorsement by the CITY of the LEAGUE or purposes thereto.
- 1.6. This Agreement is non-transferrable and the LICENSSEE shall not assign this Agreement nor sublet FACILITY without the prior written consent of the CITY.

1. LICENSING FEE

- 2.1 The CITY will not charge LICENSEE any rent for the use of licensed premises.

3. INDEMNIFICATION AND HOLD HARMLESS

- 3.1 LICENSEE agrees to indemnify the City of Weslaco, from all claims, suits, damages, costs, losses and expenses in any manner arising out of connected to the viewing of the movie or the sale of any concession items.
- 3.2 The "LICENSEE" will carry liability insurance in an amount sufficient to protect the "CITY's" interest in the lease premises and said insurance shall name the "CITY" as an additional insured with the requirement that said insurance provider shall provide the "CITY" notice of any cancellation or revision of said insurance policy.

4. MISCELLANEOUS

- 4.1 "LICENSEE" is responsible for all the equipment needed to present the LEAGUE. This equipment may be set up only on the day(s) of the LEAGUE and must be removed immediately after the event.
- 4.2 The "LICENSEE" shall endeavor to assist the "CITY" in providing a safe and clean complex for participants, spectators and visitors.
- 4.3 The "LICENSEE" will be allowed to park one (1) vehicle next to a concession area for the sole purpose of providing equipment & supplies for "LICENSEE's" activities. All other automobiles and vehicles will park in areas designated for such purpose by "CITY".
- 4.4 The "LICENSEE" is responsible for scheduling games and providing adult supervision at all "LICENSEE's" activities.
- 4.5 The "CITY" maintains its right to decide when the field is unplayable due to current or anticipated weather conditions.
- 4.6 The "LICENSEE" will provide the "CITY" Parks and Recreation Department appropriate contact phone numbers for the purpose of directing public inquiries to the proper authorities regarding this LEAGUE.
- 4.7 The "LICENSEE" shall report any repairs or potential hazards to the "CITY's" Parks and Recreation Department. However, the reporting of these hazards does not in any way, shape or form make the "CITY" responsible for any injuries or damages resulting from said hazards.
- 4.8 The "CITY" will maintain the leased premises including mowing and marking painted field lines. Maintenance scheduling will be determined by "CITY" upon advanced receipt of a schedule of "LICENSEE's" activities.

- 4.9 The "CITY" undertakes no responsibility and is under no obligation to obtain sponsors for "LICENSEE's" activities.
- 4.10 The "LICENSEE" will provide the "CITY" an accounting of all monies collected in registration fees, concession stand revenues and expenses incurred upon demand in a form and manner acceptable to "CITY". The "CITY" may at any time demand such accounting and failure to do so will result in an automatic termination of this agreement.
- 4.11 The "LICENSEE" affirms that the person signing on behalf of the "LICENSEE" is authorized to execute this lease agreement with the "CITY".
- 4.12 "CITY" has the right to cancel this lease agreement without cause by providing thirty (30) days' written notice of said termination.
- 4.13 If any material, composition or name to be used or performed under this AGREEMENT is copyrighted, the LICENSEE shall be responsible for securing, before using or employing such material, composition or name, the assent in writing, of the owner or licensee of such copyright. The LICENSEE shall indemnify and save the CITY harmless from any and all claims, expenses or suits for copyright infringements which may arise from the performance of this Agreement.
- 4.14 LICENSEE shall be responsible for all associated licensing fees, permits, costs, and taxes.
- 4.15 GOVERNING LAW: This Agreement shall be governed by and construed under the laws of the State of Texas, which shall also be the forum for any law suit arising from or incident to this Agreement. Venue shall be the state and federal courts located in Hidalgo County, Texas.

IN WITNESS WHEREOF, the undersigned hereby execute this license agreement as of the day and year first above written

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

MYRA AYALA, CITY SECRETARY

APPROVED AS TO FORM:

MID VALLEY YOUTH SOCCER LEAGUE

JUAN E. GONZALEZ, CITY ATTORNEY

ROBERT GONZALEZ

Exhibit A MVYSC - Lease

Weslaco City
Soccer Fields

Mayor Pablo G. Pena Park

300 North Airport Drive

Google Earth

© 2018 Google
© 2018 INEGI

Legend

 Weslaco City Park

700 ft





Standardized Agenda Request Form

Date of Meeting: February 4, 2020		Agenda Item No. (to be assigned by CSO): 2019-2428	
From:			
Subject: Approval on request from the Boys & Girls Club of Weslaco, Inc. to use Mayor Pablo Pena Park Baseball/Softball Complex for programs beginning July 8, 2020 through November 30, 2020 and authorize the Mayor to execute any related documents. (Staffed by Parks & Recreation Department.)			
Background: The executive director of the Boys & Girls Club of Weslaco has requested use of the Pablo Pena City Park Baseball/Softball Complex for their sports program beginning June and ending in November. (Letter Attached). The complex at this time is leased to Weslaco Softball Baseball to conduct the PONY Softball and Baseball program. Their lease (attached) was granted in February and expires at the end of July. The lease includes a 30-day cancellation clause at the City's discretion. The Weslaco Softball Baseball organizers have offered to give their lease up at the end of June, since they have been awarded sectional tournaments that will draw teams from throughout South Texas for qualifications to Area and State championships. Weslaco Softball Baseball has submitted past contracts and information for the City's consideration (attached). (Staffed by Parks & Recreation)			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Omar Rodriguez		Created/Initiated	
Omar Rodriguez		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approved.			
Staff Recommendation: Staff recommends issuing a facility use license for Mayor Pablo Pena City Park Baseball/Sofball Complex to the Boys & Girls Club of Weslaco beginning in July through November, 2019.			
Attachments, if any: BGCW Letter of Request, BGCW Sports Fields License Agreement 2020, Exhibit A - Mayor Pablo G. Pena Park			

Responsibilities upon Approval:
--

LETTER REQUESTING USE OF A FACILITY OF PABLO PENA PARK

GREAT FUTURES START [HERE](#).



Date of Application: January 23, 2020

Facility to be Reserved: Pablo Pena City Park

Purpose: Summer Program, Summer Baseball League & Flag Football League

Responsible Group or Organization: The Boys & Girls Clubs of Weslaco Inc.

.....
MEMORANDUM: City of Weslaco, MR. OMAR RODRIGUEZ

SUBJECT: Request for Use of Pablo Pena City Park

1. The **Boys & Girls Clubs of Weslaco Inc.** requests the use of **Pablo Pena Baseball fields 1,2 & 3** during the period **July 8th through Aug 31st, 2020**. The **Pablo Pena City Park Baseball fields** will be used to conduct a **OUR BASEBALL LEAGUES**

2. Our organization is also requesting the Pavilion, tennis court and basketball court for the use of our **SUMMER PROGRAM** starting June 1st, 2020 through August. 2nd, 2020 The club will barricade the entrance to the facility for safety reason Hours of operations is 7:30 to 5:30.

3. Our organization is also requesting the Pablo Pena Fields for our flag football league registration begins in July and league will start Mid-August 2020, the league will end Oct. 31st, 2020.

The Boys & Girls Club of Weslaco Inc organization has a general liability insurance as a secondary insurance in case of any injury to members, staff and volunteer.

Thank You,

Mary Gallardo

Mary Gallardo
Chief Executive Officer

FACILITY LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made and entered into this ____ day of _____ 2020, by and between the City of Weslaco, a home-ruled municipal corporation; 255 S. Kansas Ave. Weslaco, Texas 78596, Licenser, (hereinafter referred to as "CITY"), and The Boys and Girls Club of Weslaco, Inc., Weslaco Texas 78596 hereinafter referred to as "LICENSEE".

WITNESSTH

- A. CITY owns all rights, title and interest in Mayor Pablo G. Pena City Park and has the authority to grant this License; and
- B. LICENSEE desires to use the described facility for the purpose described herein, and
- C. CITY is willing to permit LICENSEE to use said facility in such a manner as described herein.

1. GRANT OF LICENSE

1.1. The CITY grants a license to the LICENSEE to use and the LICENSEE licenses from the CITY the portions of the Mayor Pablo G. Peña City Park

1.1.1. Baseball/Softball Fields 1, 2, and 3. located at 300 N. Airport Drive, Weslaco Texas 78596 as indicated in Exhibit "A" hereinafter referred to as the FACILITY.

1.1.1.1. The term of this license is for the period of July 8, 2020 through November 30, 2020. Specific times and days of use to be mutually agreed to with the CITY Director of Parks & Recreation.

1.1.2. Pavilion #24, Tennis Courts and Basketball Courts located at 300 N. Airport Drive, Weslaco Texas 78596 as indicated in Exhibit "A" hereinafter referred to as the FACILITY.

1.1.2.1. The term of this license is for the period of June 1, 2020 through August 2, 2020. Specific times and days of use to be mutually agreed to with the CITY Director of Parks & Recreation.

1.2. The "LICENSEE" will provide a schedule of "LICENSEE's" activities to "CITY" at least two (2) weeks prior to start of such activities.

1.3. The LICENSEE shall have the right to occupy and use the Facility for the purposes of presenting various youth sports programs hereinafter referred to as "PROGRAMS". The right to occupy and use the FACILITY by LICENSEE shall not be construed as an endorsement by the CITY of the PROGRAM or purposes thereto.

1.4. This Agreement is non-transferrable and the LICENSSEE shall not assign this Agreement nor sublet FACILITY without the prior written consent of the CITY.

1. LICENSING FEE

2.1 The CITY will not charge LICENSEE any rent for the use of leased premises.

3. INDEMNIFICATION AND HOLD HARMLESS

- 3.1 LICENSEE agrees to indemnify the City of Weslaco, from all claims, suits, damages, costs, losses and expenses in any manner arising out of connected to the viewing of the movie or the sale of any concession items.
- 3.2 The "LICENSEE" will carry liability insurance in an amount sufficient to protect the "CITY's" interest in the lease premises and said insurance shall name the "CITY" as an additional insured with the requirement that said insurance provider shall provide the "CITY" notice of any cancellation or revision of said insurance policy.

4. MISCELLANEOUS

- 4.1 "LICENSEE" will be responsible for all the equipment needed to present the PROGRAM. This equipment may be set up only on the day(s) of the PROGRAM and must be removed immediately after the event.
- 4.2 The "LICENSEE" shall endeavor to assist the "CITY" in providing a safe and clean complex for participants, spectators and visitors.
- 4.3 The "LICENSEE" will be allowed to park one (1) vehicle next to the concession stand for the sole purpose of providing equipment & supplies for "LICENSEE's" activities. All other automobiles and vehicles will park in areas designated for such purpose by "CITY".
- 4.4 The "LICENSEE" is responsible for scheduling games and providing adult supervision at all "LICENSEE's" activities.
- 4.5 The "CITY" shall have the right to decide when the softball/baseball field is unplayable due to current or anticipated weather conditions.
- 4.6 The "LICENSEE" will provide the "CITY" Parks and Recreation Department appropriate contact phone numbers for the purpose of directing public inquiries to the proper authorities regarding this program.
- 4.7 The "LICENSEE" shall report any repairs or potential hazards to the "CITY's" Parks and Recreation Department. However, the reporting of these hazards does not in any way, shape or form make the "CITY" responsible for any injuries or damages resulting from said hazards.
- 4.8 The "CITY" will maintain the leased premises including mowing and marking painted field lines. Maintenance scheduling will be determined by "CITY" upon advanced receipt of a schedule of "LICENSEE's" activities.
- 4.9 The "CITY" undertakes no responsibility and is under no obligation to obtain sponsors for "LICENSEE's" activities.
- 4.10 The "LICENSEE" will provide the "CITY" an accounting of all monies collected in registration fees, concession stand revenues and expenses incurred upon demand in a form and manner acceptable to "CITY". The "CITY" may at any time demand such accounting and failure to do so will result in an automatic termination of this agreement.

- 4.11 The "LICENSEE" affirms that the person signing on behalf of the "LICENSEE" is authorized to execute this lease agreement with the "CITY".
- 4.12 "CITY" has the right to cancel this lease agreement without cause by providing thirty (30) days' written notice of said termination.
- 4.13 If any material, composition or name to be used or performed under this AGREEMENT is copyrighted, the LICENSEE shall be responsible for securing, before using or employing such material, composition or name, the assent in writing, of the owner or licensee of such copyright. The LICENSEE shall indemnify and save the CITY harmless from any and all claims, expenses or suits for copyright infringements which may arise from the performance of this Agreement.
- 4.14 LICENSEE shall be responsible for all associated licensing fees, permits, costs, and taxes.
- 4.15 GOVERNING LAW: This Agreement shall be governed by and construed under the laws of the State of Texas, which shall also be the forum for any law suit arising from or incident to this Agreement. Venue shall be the state and federal courts located in Hidalgo County, Texas.

IN WITNESS WHEREOF, the undersigned hereby execute this license agreement as of the day and year first above written

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Myra Ayala, CITY SECRETARY

APPROVED AS TO FORM:

THE BOYS & GIRLS CLUB OF WESLACO, INC.

JUAN E. GONZALEZ, CITY ATTORNEY

Mary Gallardo, Chief Executive Officer

Mayor Pablo G. Pena Park

300 North Airport Drive

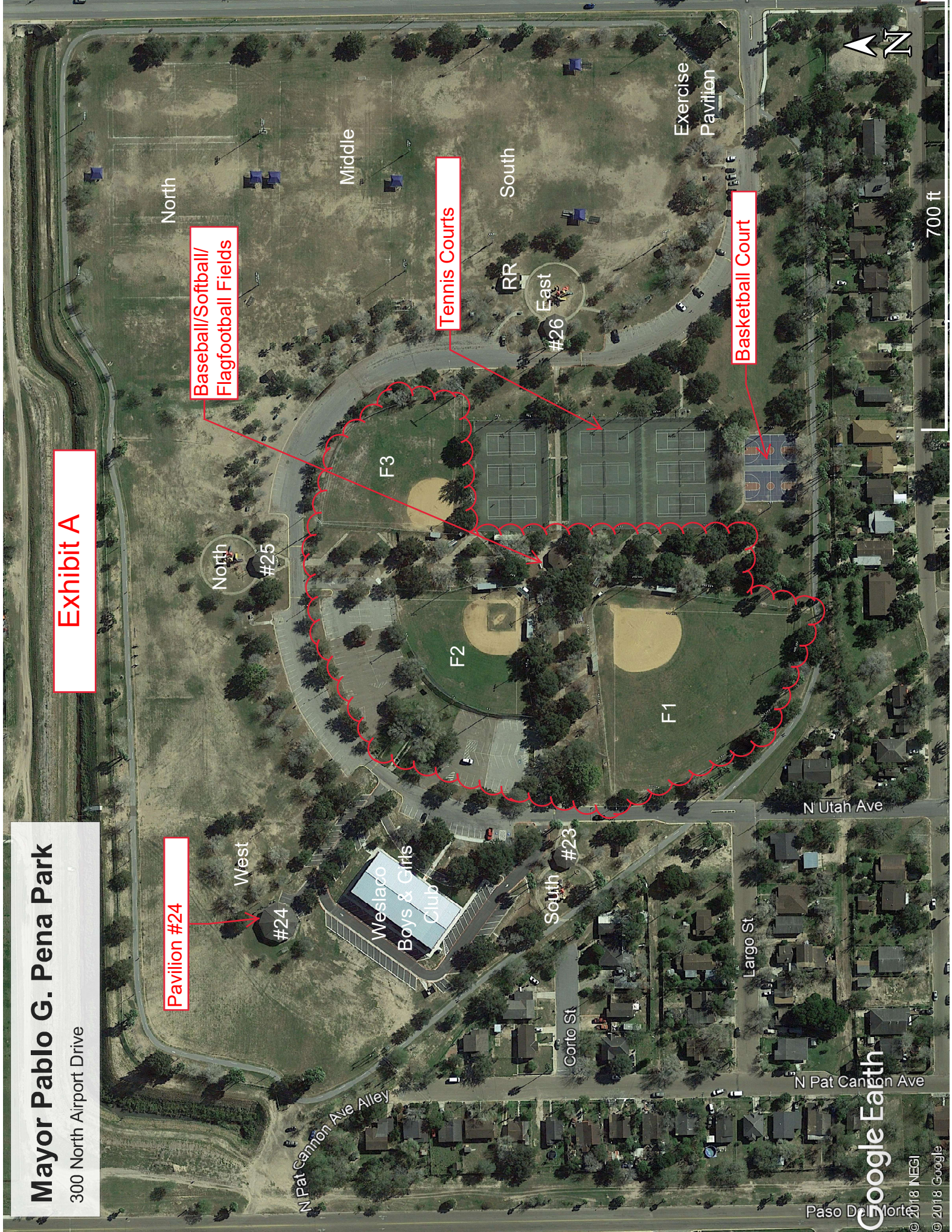
Exhibit A

Pavilion #24

Baseball/Softball/
Flagfootball Fields

Tennis Courts

Basketball Court





Standardized Agenda Request Form

Date of Meeting: February 4, 2020		Agenda Item No. (to be assigned by CSO): 2020-3035	
From:			
Subject: Approval of Resolution 2020-03 authorizing the submittal of FY2020/2021 Solid Waste Grant Application to the Lower Rio Grande Valley Development Council in the amount of \$25,000.00 for the City of Weslaco Recycle Center, authorize acceptance upon award and authorize the Mayor to execute any related documents. (Staffed by Public Works.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Olga Garza		Created/Initiated	
Pete Garcia		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: R2020-03 Solid Waste Grant Application			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: February 4, 2020		Agenda Item No. (to be assigned by CSO): 2020-3035	
From:			
Subject: Approval of Resolution 2020-03 authorizing the submittal of FY2020/2021 Solid Waste Grant Application to the Lower Rio Grande Valley Development Council in the amount of \$25,000.00 for the City of Weslaco Recycle Center, authorize acceptance upon award and authorize the Mayor to execute any related documents. (Staffed by Public Works.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Olga Garza		Created/Initiated	
Pete Garcia		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: R2020-03 Solid Waste Grant Application			
Responsibilities upon Approval:			

RESOLUTION 2020-03

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESLACO AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL FOR A REGIONAL SOLID WASTE GRANTS PROGRAM GRANT; AUTHORIZING THE MAYOR TO ACT ON BEHALF OF THE CITY OF WESLACO IN ALL MATTERS RELATED TO THE APPLICATION; AND PLEDGING THAT IF A GRANT IS RECEIVED CITY OF WESLACO WILL COMPLY WITH THE GRANT REQUIREMENTS OF THE LOWER RIO GRANDE DEVELOPMENT COUNCIL, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND THE STATE OF TEXAS.

WHEREAS, the Lower Rio Grande Valley Development Council is directed by the Texas Commission on Environmental Quality to administer solid waste grant funds for implementation the COG's adopted regional solid waste management plan; and

WHEREAS, City of Weslaco in the State of Texas is qualified to apply for grant funds under the Request for Applications.

NOW THEREFORE, BE IT RESOLVED by the City Commission that the City of Weslaco approves submission of the grant; and

BE IT FURTHER RESOLVED THAT:

1. David Suarez, Mayor, is authorized to request grant funding under the Lower Rio Grande Valley Development Council. Request for Applications of the Regional Solid Waste Grants Program and act on behalf of City of Weslaco in all matters related to the grant application and any subsequent grant contract and grant project that may result;

2. That if the project is funded, City of Weslaco will comply with the grant requirements of the Lower Rio Grande Valley Development Council, Texas Commission on Environmental Quality and the State of Texas;

3. The grant funds and any grant-funded equipment or facilities will be used only for the purposes for which they are intended under the grant;

4. That activities will comply with and support the adopted regional and local solid waste management plans adopted for the geographical area in which the activities are performed.

APPROVED AND ADOPTED by the City Commission of the City of Weslaco, Texas at a regular meeting held on the 4th day of February 2020.

CITY OF WESLACO

DAVID SUAREZ, Mayor

ATTEST:

MYRA L. AYALA, City Secretary

APPROVED AS TO FORM:

JUAN E. GONZALEZ, City Attorney



Standardized Agenda Request Form

Date of Meeting: February 4, 2020		Agenda Item No. (to be assigned by CSO): 2020-3050
From:		
Subject: Approval of Resolution 2020-04 authorizing designated individuals as signatories on certain legal financial documents with Lone Star National Bank for the \$240,000 Marion Booth Endowment Certificate of Deposit and authorize the Mayor to execute any related documents. (Staffed by Finance Department.)		
Background: The investment of \$240,000 of Marion Booth Endowment funds was approved by the City Commission on January 21, 2020. This action will provide a resolution to the bank, naming the City's three investment officers, City Manager, Finance Director and Assistant Finance Director, as the designated officials authorized to administer the opening and closing of the CD.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Resolution		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Molly Vallejo Vidal Roman Mike Perez	Created/Initiated Approved New	
City Manager Comments: Approve.		
Staff Recommendation:		
Attachments, if any: R2020-04 LSNB CD Resolution 02.04.2020		
Responsibilities upon Approval:		

RESOLUTION NO. 2020-04

STATE OF TEXAS § RESOLUTION AUTHORIZING MEMBERS OF STAFF
COUNTY OF HIDALGO § AS SIGNATORIES ON CERTAIN LEGAL FINANCIAL
CITY OF WESLACO § DOCUMENTS FOR THE CITY OF WESLACO

1. I, **Myra L. Ayala**, certify that I am the **City Secretary** of The City of Weslaco, organized under the laws of **Texas**, Federal Employer ID Number **74-6002544**, engaged in Municipal business under the name of the **City of Weslaco**, and that the following is a correct copy of the resolution adopted at a meeting of the City Commission duly and properly called and held on **February 4, 2020**. This resolution appears in the minutes of this meeting and has not been rescinded or modified.
2. Be it Resolved that,
 - (a) Lone Star National Bank is designated as a depository for the funds of the City of Weslaco.
 - (b) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by this Financial Institution.
 - (c) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the City of Weslaco with this financial institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.
 - (d) Any of the persons named below, so long as they act in a representative capacity as agents of the City of Weslaco, are authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated below, from time to time with this financial institution, concerning funds deposited in this financial institution, moneys borrowed from this financial institution or any other business transacted by and between the City of Weslaco and this financial institution subject to any restrictions stated below.
 - (e) Any and all prior resolutions adopted by the City Commission of the City of Weslaco and certified to this Financial Institution as governing the operations of the City of Weslaco's account(s), are in full force and effect, unless supplemented or modified by this authorization.
 - (f) The City of Weslaco agrees to the terms and conditions of any account agreement, properly opened by any authorized representative(s) of the City of Weslaco, and authorizes the financial institution named above, at anytime, to charge the City of Weslaco for all checks, drafts, or other orders, for the payment of money, that are properly drawn on this financial institution, and contain the required number of signatures for this purpose.

3. The officials designated below are authorized to conduct business as indicated:

	Name and Title	Signature
(A)	Mike R. Perez, City Manager	_____
(B)	Vidal Roman, Finance Director	_____
(C)	Sonia Flores, Assistant Finance Director	_____

Indicate A, B, and C

- | | | |
|--------------|-----|---|
| <u>A – C</u> | (1) | Exercise all of the powers listed (2) through (9) |
| <u>A – C</u> | (2) | Open any deposit or checking account(s) in the name of the City of Weslaco |
| <u>A – C</u> | (3) | Endorse checks and orders for the payment of money and withdraw funds on deposit with this financial institution.
Number of authorized signatures required for this purpose <u>2</u> .
Number of authorized signatures required for payroll purpose <u>1</u> . |
| <u>A – C</u> | (4) | Open any certificate of deposit account and withdraw or transfer funds from the certificate of deposit on deposit with this financial institution.
Number of authorized signatures required for this purpose <u>2</u> . |
| <u>A – C</u> | (5) | Transfer funds from operations account to the payroll account, investment account or paying agent approved by City Commission by telefax or other electronic means.
Number of authorized signatures required for this purpose <u>1</u> . |
| <u>A – C</u> | (6) | Borrow money on behalf and in the name of the City of Weslaco executes and delivers promissory notes or other evidences of indebtedness.
Number of authorized signatures required for this purpose <u>2</u> . |
| <u>A – C</u> | (7) | Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the City of Weslaco as security for sums borrowed and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.
Number of authorized signatures required for this purpose <u>1</u> . |
| <u>A – C</u> | (8) | Enter into written lease for the purpose of renting and maintaining a Safe Deposit Box in this financial institution.
Number of authorized signatures required to gain access and to terminate the lease <u>1</u> . |

A – C, (9) Authorized to make inquiries as to status, account balance pertaining to the City of Weslaco.

4. I further certify that the City Commission of the City of Weslaco has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the foregoing resolutions and to confer the power granted to the persons named who have full power and lawful authority to exercise the same.

In Witness Whereof, I have hereunto subscribed my name and affixed the seal of this Corporation on February 4, 2020.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Myra L. Ayala, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: February 4, 2020		Agenda Item No. (to be assigned by CSO): 2020-3051	
From: Arnold Becho			
Subject: Approval of Memorandum of Understanding (MOU) with South Texas College for implementation of Continuing Education opportunities through the Learner Web Program and authorize the Mayor to execute any related documents. (Staffed by the Library Department.)			
Background: The purpose of this MOU is to provide an opportunity for citizens and customers of the library to receive training in the Learner Web course of study. Learner Web is an Adult Computer Literacy training which focuses on computing basics. Implementation of this program allows the library to offer free computing basics classes to the public. Students who successfully complete South Texas College's 20-hour Learner Web course will receive a Continuing Education Certificate of Completion in Learner Web from STC. The training will be taught/proctored by Library staff. Library staff will set the schedule. Students will be registered at zero (0) tuition for the course. Because the Program is considered non-state, STC will not receive any contact hour funding for it and the credit can not be applied to a college course of study. The hours may be applied to some Continuing Education requirements.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission: NA			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: NA			
Advisory Review, if any (name of board/committee, date of action, recommendation): None at this time.			
Molly Vallejo Arnold Becho Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			

Attachments, if any:

memo - MOU with STC for Learner Web, MOU Learner Web Weslaco City Library

Responsibilities upon Approval:

There is no fiscal obligation, but the library will need to provide a proctor, assist with registration, and create a class schedule.

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Letty Lopez, Mayor Pro-Tem, District 5
Leo Muñoz, Commissioner, District 1
Greg Kerr, Commissioner, District 2
Jose "J.P." Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

January 29, 2020

To: David Suarez, Mayor; Letty Lopez, Mayor Pro-Tem; Leo Muñoz, Commissioner; Greg Kerr, Commissioner; Jose Rodriguez, Commissioner; Adrian Farias, Commissioner; Josh Pedraza, Commissioner; Mike Perez, City Manager
CC: Martin J. Mata
Fr: Arnoldo Becho, Library Director
Re: MOU to provide an opportunity for citizens to receive training in the Learner Web course of study

The purpose of this MOU is to partner with STC to provide an opportunity for citizens and customers of the library to receive training in the Learner Web course of study. Learner Web is an Adult Computer Literacy training which focuses on computing basics. Implementation of this program allows the library to offer free computing basics classes to the public.

Students who successfully complete South Texas College's 20-hour Learner Web course will receive a Continuing Education Certificate of Completion in Learner Web from STC. The training will be taught/proctored by Library staff. Library staff will set the schedule. Students will be registered at zero (0) tuition for the course. Because the Program is considered non-state, STC will not receive any contact hour funding for it and the credit cannot be applied to a college course of study. The hours may be applied to some Continuing Education requirements.

There is no fiscal obligation, but the library will need to provide a proctor, assist with registration, and create a class schedule. The library recommends approval.

Please feel free to contact me with any questions, I will be happy to provide additional information.

Thank you for the time,

Arnoldo Becho
Library Director, City of Weslaco
Mayor Joe V. Sanchez Public Library
525 S. Kansas, Weslaco TX
abecho@weslacopl.us
(956) 973-3144

**MEMORANDUM OF UNDERSTANDING BETWEEN
SOUTH TEXAS COLLEGE AND
MAYOR JOE V. SANCHEZ PUBLIC LIBRARY**

1. Parties

This **Memorandum of Understanding** (“MOU”) is made and entered into by and between **South Texas College** (“STC”), a political subdivision of the State of Texas and a public institution of higher education, whose address is 3201 W. Pecan Blvd.; McAllen, TX 78501, and Mayor Joe V. Sanchez Public Library (“MJVS PL”), whose address is 525 S. Kansas Ave. Weslaco, TX 78596, TX. STC and MJVS PL are sometimes referred to herein collectively as the “Parties” and individually as a “Party.”

2. Purpose

The purpose of this MOU is to provide an opportunity for MJVS PL students/residents to receive from STC a Continuing Education Certificate of Completion in Learner Web upon successfully completing STC’s (“Program”), students who successfully complete South Texas College's 20-hour Learner Web Learner Web Training taught/proctor by MJVS PL staff. Students will be registered at zero (0) tuition for a WECM course. (Because the Program is considered non-state, STC will not receive any contact hour funding for it.)

3. Term

A. This MOU is effective this 13th day of January, 2020 by the duly authorized representatives of the Parties hereto and shall remain in full force and effect until terminated by either Party.

B. This MOU may be terminated, without cause, by either Party upon thirty (30) days’ written notice, which notice shall be personally delivered or sent by regular first-class mail to the address listed above.

C. Any Party may terminate its obligations under this MOU, without incurring any liability, in the event that another Party is in default or in breach of the terms, conditions or obligations of the MOU by giving written notice to the other Party, at the address listed above, including a description of the default or breach. The termination shall be effective if the breaching Party fails to cure the breach within fifteen (15) days from receipt of the written notice.

4. Obligations of the Parties

1. STC will provide MJVS PL with a copy of the applicable Learner Web curriculum/computer access based on the length of the Program chosen by MJVS PL.
2. MJVS PL will provide designated computer lab with internet accesses for learner Web students to be able to access class curriculum/program. In addition, MJVS PL will select highly qualified staff to teach/proctor the Program.
3. MJVS PL will select the days & times of courses during which the Program will be taught/proctor.
4. Prior to the start of the Program, STC will provide MJVS PL staff with the professional development training/computer administrative access and resources necessary to teach/proctor the Program.
5. Prior to the start of the Program, STC will provide MJVS PL with the following:
 - i. Computer program access
 - ii. Registration Forms;
 - iii. Course Information Forms;
 - iv. Student Satisfaction Surveys.
6. Prior to the start of the Program, MJVS PL will provide STC with the completed Registration Forms for the students enrolled in courses in which the Program will be taught, the Course Information Forms for every course in which the Program will be taught; STC will provide Learner Web administrative access to MJVS PL staff who will teach/proctor the Program.
7. Prior to the start of the Program, STC will register students at no tuition cost and provide MJVS PL with official STC Class Rosters and Grade Sheets (Only those students listed on the STC Class Roster and Grade Sheet are eligible to receive a grade.
8. No later than the third-class meeting (census date), MJVS PL will notify STC of any students who need to be removed from the Class Roster for nonattendance. Following the removal of such students, STC will send by email to each faculty member a revised STC Class Roster and Grade Sheet. MJVS PL will notify STC of any additional students who enter the Program.
9. MJVS PL will adhere to the following STC grading policy: A Satisfactory (S) grade will be issued to students who (i) attended at least 75% of the total number of hours comprising the Program, and (ii) earned an overall grade of at least 70% on assignments, tests and other graded activities that were part of the Program. All other students will receive an Unsatisfactory (U) grade. Excused absences for extenuating circumstances will be considered only on a case-by-case basis and must be approved by the STC Dean of Continuing Education.

10. MJVS PL will allow STC personnel to observe as MJVS PL faculty teach the Program and to make any recommendations deemed necessary or desirable by STC.
11. At the end of the Program, MJVS PL will provide STC with the completed Student Satisfaction Surveys as well as the STC Class Rosters and Grade Sheets in order for STC to prepare the Certificates of Completion.
12. No later than three days after the end of the Program, STC will issue and deliver a Certificate of Completion, to those students who (i) attended at least eighteen hours of the Program, and (ii) earned an overall grade of at least 80% on assignments, tests and other graded activities that were part of the Program. (If the Program chosen consists of fewer than 15 hours, students will not be eligible to receive a Certificate of Completion.)
13. STC and MJVS PL will provide all services in connection with the Program at no cost to the other Party or to the students who participate in the Program.

5. General Provisions

A. Amendments. Either Party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU, which are mutually agreed upon by and between the Parties hereto, shall be incorporated by written instrument, and effective when executed and signed by all Parties to this MOU.

B. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Texas. The courts of the State of Texas shall have jurisdiction over any action arising out of this MOU and over the Parties, and the exclusive venue shall be the courts of Hidalgo County, Texas.

C. Entirety of Agreement. This MOU represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

D. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either Party may renegotiate the terms affected by the severance.

E. Immunity. STC and its governing body do not waive any immunity based on the Constitution or laws of the State of Texas by entering into this MOU and fully retain all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

F. Third Party Beneficiary Rights. The Parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between and inure solely to the benefit of the Parties. The provisions of this MOU are intended only to assist the Parties in determining and performing their obligations hereunder. The

Parties intend and expressly agree that only the Parties that are signatories to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

G. Relationship of the Parties. Nothing in this MOU will create or imply an agency relationship between the Parties hereto nor will this MOU be deemed to constitute a joint venture or partnership between the Parties. Neither the Parties nor their employees will be deemed employees of one another for any purpose. Unless otherwise agreed in writing, signed by the Parties, no Party is entitled to receive any fees, charges, reimbursements, or payments of any kind for the performance of any of the obligations, activities, efforts or services arising under the terms of this MOU.

H. Promotions. Neither Party will use the other Party's name, logo, or likeness in any press release, marketing materials, or other public announcements without receiving that Party's prior written approval.

6. Signatures

In witness whereof, the Parties to this MOU, through their duly authorized representatives, have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

South Texas College

Dr. Shirley A. Reed
President

Date: _____

Olivia De La Rosa
Director of Continuing Education

Date: _____

Mayor Joe V. Sanchez Public Library (City of Weslaco)

Mr. David Suarez,
Mayor

Date: _____



Standardized Agenda Request Form

Date of Meeting: February 4, 2020		Agenda Item No. (to be assigned by CSO): 2017-821
From: Arnold Becho		
Subject: Approval of an Interlocal Cooperation Agreement with the County of Hidalgo for participation within the Hidalgo County Library System and authorize the Mayor to execute any related documents. (Staffed by the Library Department.)		
Background: For over a decade the Mayor Joe V. Sanchez Public Library has been a valued member and contributor to HCLS. Through participation with the County, the library receives services and funding which allow for maintenance of accreditation, access to the county Electronic Library, expansion of resources, and many other important functions. This year's allotment is approximately \$14,000 after deduction of Library Automation System costs. The primary responsibility of this Interlocal agreement is provision of library services to individuals outside of Weslaco, with the understanding that Weslocoans would be able to visit other HCLS libraries as well.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission: NA		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: NA		
Advisory Review, if any (name of board/committee, date of action, recommendation): None at this time		
Arnold Becho	Created/Initiated	
Arnold Becho	Approved	
Vidal Roman	Approved	
Mike Perez	New	
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: memo - HCLS Interlocal Agreement 2020 , Interlocal Cooperation Agreement - HCLS		
Responsibilities upon Approval: Signatures are required of the Mayor, City Secretary, and City Attorney. Three originals have been provided. Two should be sent to the Mayor Joe V. Sanchez Public Library, which will transmit the document to the county, another should be kept by the City.		

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Letty Lopez, Mayor Pro-Tem, District 5
Leo Muñoz, Commissioner, District 1
Greg Kerr, Commissioner, District 2
Jose "J.P." Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

January 24, 2020

To: David Suarez, Mayor; Letty Lopez, Mayor Pro-Tem; Leo Muñoz, Commissioner; Greg Kerr, Commissioner; Jose Rodriguez, Commissioner; Adrian Farias, Commissioner; Josh Pedraza, Commissioner; Mike Perez, City Manager
CC: Vidal Roman, Andrew Munoz, Martin J. Mata
Fr: Arnoldo Becho, Library Director
Re: HCLS Interlocal Agreement 2020

For over a decade the Mayor Joe V. Sanchez Public Library has partnered with the Hidalgo County Library System to share resources and provide library services to all residents of Hidalgo throughout all County libraries. The partnership is a huge success. In addition to sharing knowledge and increasing services to the public, we also receive funding from Hidalgo County through the partnership. The County pays for our Electronic Book Collection, our library management software, and provides a stipend of approximately \$15,000 to the library's budget to be used for purposes directly benefiting the public.

The agreement asks that we provide library services to all members of the county and share resources with our partner libraries. This requirement is already part of our core mission and a very feasible expectation. No additional funding is required of the agreement.

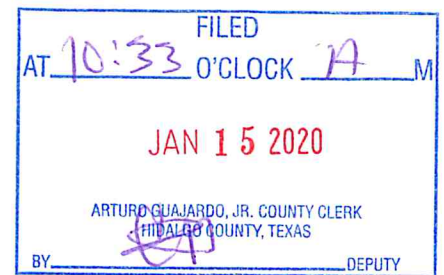
Through participation with the County, the library receives services and funding which allow for maintenance of accreditation, expansion of resources, and many other important functions. The library strongly recommends approval.

Please feel free to contact me with any questions, I will be happy to provide additional information.

Thank you for the time,

Arnoldo Becho
Library Director, City of Weslaco
Mayor Joe V. Sanchez Public Library
525 S. Kansas, Weslaco TX
abecho@weslacopl.us
(956) 973-3144

THE STATE OF TEXAS §
COUNTY OF HIDALGO §



**INTERLOCAL COOPERATION AGREEMENT
BETWEEN COUNTY OF HIDALGO, TEXAS AND CITY OF WESLACO, TEXAS**

This Agreement is made effective as of this 14th day of January 2020, by and between HIDALGO COUNTY, TEXAS hereinafter referred to as "County," and the CITY OF WESLACO, TEXAS hereinafter referred to as 'City' pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS");

WHEREAS, the County wishes to Contract with the City for library privileges from the City's established library;

WHEREAS, pursuant to Tex. Loc. Gov't Code Section 323.011 the City understands that the City's library will assume the functions of a County library within the County;

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County;

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances;

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City with the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, for and in good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the County and the City hereby agree as follows:

1. The County shall budget an estimated amount each year for the following fiscal year and allocate such amount from the County's General Fund as payment for various libraries of County of which City library is one. Such estimated amount will be allocated to County libraries in accordance with a formula established, reviewed and

approved by HCLS. This allocation formula shall be reviewed and approved annually at the beginning of the County fiscal year by HCLS meeting in regular-session. Funds disbursed to the City shall be in consideration for the City agreeing that the City's library will assume the functions of a county library within Hidalgo County. Funds disbursed to the City pursuant to this paragraph and HCLS provisions shall be used by City only for the City library to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software.

2. The City agrees to maintain and operate its city library in accordance with the standards of the State of Texas, the State Library System Act and Local Government Code Chapter 323. The City specifically covenants to assure that the librarian of the City's library meets the minimum standards established by Texas State Library and Archives Commission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for any and all activities conducted under the terms of this Agreement.

4. The City library personnel shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. This Agreement shall continue until December 31, 2020; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance written notice to the other party. The parties agree that any property acquired under this Agreement is subject to division upon termination of this contract in accordance with Texas Local Government Code Section 323.011(c). Upon termination of this Agreement, any property acquired under this Agreement shall remain in the possession of the City in the City library and the City agrees to take any and all necessary measures to ensure that such property is safeguarded from theft and/or damage.

6. The City agrees to give County and its authorized representatives access to, and the right, to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, documents, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

7. Conflict of Applicable Law: Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the

latter shall prevail, but in such event the affected provision(s) of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

8. No Waiver: No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

9. Entire Agreement: This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.

TEXAS LAW TO APPLY. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

10. Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo
Attention: Richard F. Cortez, County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to City: City of Weslaco, Texas
Attn: City Manager
255 S Kansas Ave
Weslaco, Texas 78596

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

11. Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

12. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

13. Assignment. This Agreement shall not be assignable.

14. Headings. The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

15. Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

16. Authority to Execute. The execution and performance of this Agreement by City and County have been duly authorized by all necessary laws, resolutions corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms

17. Governmental Purpose. Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

18. Commitment of Current Revenues Only. In the event that, during any term, hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party.

19. Non-Discrimination. The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County and City policy, including without limitation to race, color, national origin, religion, sex, age, veteran status, or disability.

[SIGNATURE PAGE TO FOLLOW]

WITNESS THE HANDS OF THE PARTIES this ____ day of January, 2020.

HIDALGO COUNTY, TEXAS



Richard F. Cortez, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 1/14/20 ms

ATTEST



Arturo Guajardo, Jr., County Clerk

CITY OF WESLACO, TEXAS

David Suarez, Mayor

ATTEST:

By: _____
Myra L. Ayala, CITY SECRETARY

APPROVED AS TO FORM:

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

By: 
Josephine R. Solis

CITY: **WESLACO**

By: _____
Juan E. Gonzalez, City Attorney



Standardized Agenda Request Form

Date of Meeting: February 4, 2020		Agenda Item No. (to be assigned by CSO): 2020-3015	
From:			
Subject: Authorization to enter into a Memorandum of Understanding (MOU) between Weslaco Police Department (WPD) and the U. S. Department of Justice, Drug Enforcement Administration (DEA) regarding License Plate Reader Information and authorize Mayor to execute any related documents. (Staffed by Police Department.)			
Background: Request for the City Commission to approve the MOU between WPD and DEA to support the mission of the WPD and DEA by establishing the terms and conditions for sharing license plate reader (LPR) information and establishing the terms and conditions for the Parties' use and further dissemination of LPR information.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Roxanne Saavedra		Created/Initiated	
Robert Lopez		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Weslaco Police Department recommends approval			
Attachments, if any: TX Transportation Code Title 7 Subtitle J Chapter 730 Sec730.007, DEA - City of Weslaco TX MOU			
Responsibilities upon Approval: Upon Approval, Original must receive signatures from the Chief Joel Rivera and Mayor David Suarez. The Police Department will then forward the original to the DEA Office so they may complete this contract. Once complete, the Police Department will forward a copy of this MOU to CSO for City Files.			

TRANSPORTATION CODE

TITLE 7. VEHICLES AND TRAFFIC

SUBTITLE J. MISCELLANEOUS PROVISIONS

CHAPTER 730. MOTOR VEHICLE RECORDS DISCLOSURE ACT

Sec. 730.001. SHORT TITLE. This chapter may be cited as the Motor Vehicle Records Disclosure Act.

Added by Acts 1997, 75th Leg., ch. 1187, Sec. 1, eff. Sept. 1, 1997.

Sec. 730.002. PURPOSE. The purpose of this chapter is to implement 18 U.S.C. Chapter 123 and to protect the interest of an individual in the individual's personal privacy by prohibiting the disclosure and use of personal information contained in motor vehicle records, except as authorized by the individual or by law.

Added by Acts 1997, 75th Leg., ch. 1187, Sec. 1, eff. Sept. 1, 1997.

Sec. 730.003. DEFINITIONS. In this chapter:

(1) "Agency" includes any agency or political subdivision of this state, or an authorized agent or contractor of an agency or political subdivision of this state, that compiles or maintains motor vehicle records.

(2) "Disclose" means to make available or make known personal information contained in a motor vehicle record about a person to another person, by any means of communication.

(3) "Individual record" means a motor vehicle record obtained by an agency containing personal information about an individual who is the subject of the record as identified in a request.

(4) "Motor vehicle record" means a record that pertains to a motor vehicle operator's or driver's license or permit, motor vehicle registration, motor vehicle title, or identification document issued by an agency of this state or a local agency authorized to issue an identification document. The term does not include:

(A) a record that pertains to a motor carrier; or

(B) an accident report prepared under:

(i) Chapter 550; or

(ii) former Section 601.004 before September 1, 2017.

(5) "Person" means an individual, organization, or entity but does not include this state or an agency of this state.

(6) "Personal information" means information that identifies a person, including an individual's photograph or computerized image, social security number, driver identification number, name, address, but not the zip code, telephone number, and medical or disability information. The term does not include:

(A) information on vehicle accidents, driving or equipment-related violations, or driver's license or registration status; or

(B) information contained in an accident report prepared under:

(i) Chapter 550; or

(ii) former Section 601.004 before September 1, 2017.

(7) "Record" includes any book, paper, photograph, photostat, card, film, tape, recording, electronic data, printout, or other documentary material regardless of physical form or characteristics.

Added by Acts 1997, 75th Leg., ch. 1187, Sec. 1, eff. Sept. 1, 1997.

Amended by Acts 2001, 77th Leg., ch. 1032, Sec. 6, eff. Sept. 1, 2001.

Amended by:

Acts 2017, 85th Leg., R.S., Ch. 533 (S.B. 312), Sec. 54, eff. September 1, 2017.

Sec. 730.004. PROHIBITION ON DISCLOSURE AND USE OF PERSONAL INFORMATION FROM MOTOR VEHICLE RECORDS. Notwithstanding any other provision of law to the contrary, including Chapter 552, Government Code, except as provided by Sections 730.005-730.007, an agency may not disclose personal information about any person obtained by the agency in connection with a motor vehicle record.

Added by Acts 1997, 75th Leg., ch. 1187, Sec. 1, eff. Sept. 1, 1997.

Amended by Acts 2001, 77th Leg., ch. 1032, Sec. 7, eff. Sept. 1, 2001.

Sec. 730.005. REQUIRED DISCLOSURE. Personal information obtained by an agency in connection with a motor vehicle record shall be disclosed for use in connection with any matter of:

- (1) motor vehicle or motor vehicle operator safety;
- (2) motor vehicle theft;
- (3) motor vehicle emissions;
- (4) motor vehicle product alterations, recalls, or advisories;
- (5) performance monitoring of motor vehicles or motor vehicle dealers by a motor vehicle manufacturer;
- (6) removal of nonowner records from the original owner records of a motor vehicle manufacturer to carry out the purposes of:
 - (A) the Automobile Information Disclosure Act, 15 U.S.C. Section 1231 et seq.;
 - (B) 49 U.S.C. Chapters 301, 305, 323, 325, 327, 329, and 331;
 - (C) the Anti Car Theft Act of 1992, 18 U.S.C. Sections 553, 981, 982, 2119, 2312, 2313, and 2322, 19 U.S.C. Sections 1646b and 1646c, and 42 U.S.C. Section 3750a et seq., all as amended;
 - (D) the Clean Air Act, 42 U.S.C. Section 7401 et seq., as amended; and
 - (E) any other statute or regulation enacted or adopted under or in relation to a law included in Paragraphs (A)-(D);
- (7) child support enforcement under Chapter 231, Family Code;
- (8) enforcement by the Texas Workforce Commission under Title 4, Labor Code; or
- (9) voter registration or the administration of elections by the secretary of state.

Added by Acts 1997, 75th Leg., ch. 1187, Sec. 1, eff. Sept. 1, 1997.

Amended by Acts 2001, 77th Leg., ch. 1023, Sec. 72, eff. Sept. 1, 2001.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 869 (S.B. 76), Sec. 6, eff. September 1, 2011.

Acts 2013, 83rd Leg., R.S., Ch. 1012 (H.B. 2512), Sec. 2, eff. June 14, 2013.

Sec. 730.006. REQUIRED DISCLOSURE WITH CONSENT. Personal information obtained by an agency in connection with a motor vehicle record shall be disclosed to a requestor who demonstrates, in such form and manner as the agency requires, that the requestor has obtained the written consent of the person who is the subject of the information.

Added by Acts 1997, 75th Leg., ch. 1187, Sec. 1, eff. Sept. 1, 1997.

Sec. 730.007. PERMITTED DISCLOSURES. (a) Personal information obtained by an agency in connection with a motor vehicle record may be disclosed to any requestor by an agency if the requestor:

(1) provides the requestor's name and address and any proof of that information required by the agency; and

(2) represents that the use of the personal information will be strictly limited to:

(A) use by:

(i) a government agency, including any court or law enforcement agency, in carrying out its functions; or

(ii) a private person or entity acting on behalf of a government agency in carrying out the functions of the agency;

(B) use in connection with a matter of:

(i) motor vehicle or motor vehicle operator safety;

(ii) motor vehicle theft;

(iii) motor vehicle product alterations, recalls, or advisories;

(iv) performance monitoring of motor vehicles, motor vehicle parts, or motor vehicle dealers;

(v) motor vehicle market research activities, including survey research; or

(vi) removal of nonowner records from the original owner records of motor vehicle manufacturers;

(C) use in the normal course of business by a legitimate business or an authorized agent of the business, but only:

(i) to verify the accuracy of personal information submitted by the individual to the business or the agent of the business; and

(ii) if the information is not correct, to obtain the correct information, for the sole purpose of preventing fraud by, pursuing a legal remedy against, or recovering on a debt or security interest against the individual;

(D) use in conjunction with a civil, criminal, administrative, or arbitral proceeding in any court or government agency or before any self-regulatory body, including service of process, investigation in anticipation of litigation, execution or enforcement of a judgment or order, or under an order of any court;

(E) use in research or in producing statistical reports, but only if the personal information is not published, redisclosed, or used to

MEMORANDUM OF UNDERSTANDING

between the

Weslaco Police Department

and the

U.S. Department of Justice, Drug Enforcement Administration

regarding

License Plate Reader Information

1. PARTIES

The Parties to this Memorandum of Understanding (MOU) are the Weslaco Police Department (WPD) and the U.S. Department of Justice, Drug Enforcement Administration (DEA), collectively “the Parties.”

2. PURPOSE

The purpose of this MOU is to support the missions of the WPD and DEA by 1) establishing the terms and conditions for sharing license plate reader (LPR) information and 2) establishing the terms and conditions for the Parties’ use and further dissemination of LPR information.

3. DEFINITIONS

3.1 “License Plate Readers” (LPRs) are devices that capture LPR information regarding vehicles in the vicinity of the LPR.

3.2 “LPR information” is information obtained by an LPR. Typically, it includes images of vehicles and license plates, the location at which the vehicle/license plate was photographed, the date and time the images were captured, and identifying information for the LPR itself. It may also include images of the drivers and occupants of the vehicles and passersby.

3.3 “The National License Plate Reader Network” (the NLPRN) is a network created and managed by DEA that contains LPR information obtained from LPRs belonging to federal, state, local and tribal law enforcement officials and that is accessed by federal, state, local and tribal law enforcement officials. The network allows law enforcement officials to search LPR information contained within the network.

4. AUTHORITIES

- 4.1 The WPD is authorized to enter into this MOU pursuant Texas Transportation Code, Title 7, Subtitle J, Chapter 730, Section 730.007, Personal information obtained by an agency in connection with a motor vehicle record may be disclosed to any requestor by an agency if the requestor is, (A)(i) a government agency, including any court or law enforcement agency, in carrying out its functions”.
- 4.2 DEA is authorized to enter into this MOU pursuant to the Comprehensive Drug Abuse Prevention and Control Act of 1970, as amended, 21 U.S.C. § 801 *et seq.* The specific authority for DEA to enter into cooperative agreements for the exchange of information between governmental officials concerning the use and abuse of controlled substances is 21 U.S.C. § 873.

5. SHARING AND USE OF LPR INFORMATION

5.1 The Sharing of LPR Information

- 5.1.1 The WPD shall provide DEA with LPR information in near real-time. The information shall be transmitted via a method agreed to by both parties, which may include, but is not limited to, VPN, secure Internet connection or approved direct server feed.
- 5.1.2 The WPD, if capable, shall tag the LPR information it provides to DEA so that subsequent recipients can ascertain from which agency it originated. If WPD is not capable of tagging the LPR information, DEA will tag the LPR information to indicate which agency it came from.
- 5.1.3 Employees whom WPD sponsors, who apply for access to the NLPRN, and whom DEA authorizes shall be permitted to access LPR information in the NLPRN.
- 5.1.4 DEA and WPD shall provide each other with the name of its point of contact regarding this MOU and update the point of contact if he/she changes.

5.2 The Use of LPR Information

- 5.2.1 The WPD’s use of LPR information from the NLPRN obtained pursuant to this MOU shall be in accordance with applicable law, this MOU, and any Rules of Behavior and training required prior to use of the NLPRN.
- 5.2.2 The WPD’s users shall access LPR information in the NLPRN only for the investigation of drug trafficking offenses, money laundering,

other crimes, Amber alerts, and silver alerts, and in furtherance of the mission of a traffic stop.

- 5.2.3 The WPD's users shall not take any operational action based solely on LPR information from the NLPRN.

5.3 The Redissemination of LPR Information for Operational Purposes

- 5.3.1 The Parties are authorized to redisseminate for operational purposes LPR information obtained pursuant to this MOU only in accordance with applicable law, this MOU, and any Rules of Behavior and training required prior to use of the NLPRN.

6. FEDERAL AND STATE LAW OPEN RECORDS AND FREEDOM OF INFORMATION REQUESTS

- 6.1 When WPD receives open records and freedom of information requests for LPR information, WPD shall notify DEA and give DEA an opportunity to review the request to determine whether it has any equities in the requested information. If DEA determines that it has equities in the information, and that the information should not be released, WPD will protect the information to the extent possible consistent with state law.

7. INFORMATION SECURITY, RETENTION, AND INTEGRITY

- 7.1 The Parties agree to maintain administrative, technical, and physical safeguards appropriate to the sensitivity of, and designed to appropriately protect, the LPR information shared under this MOU against loss, theft, and misuse and unauthorized access, disclosure, copying, use, modification, storage, and deletion in accordance with the Federal Information Security Modernization Act, any similar, applicable state statute, and any applicable Privacy Act system of records notice. These safeguards must include audit capabilities that identify the LPR information the Parties disseminated pursuant to section 5.3 of this MOU and a point of contact within the entity that received the LPR information.
- 7.2 DEA shall retain LPR information received pursuant to this MOU in the NLPRN for no longer than a 90-day period. If relevant to a DEA investigation or case, LPR information received by DEA pursuant to this MOU may be moved to and maintained in a separate system that is governed by an alternate destruction schedule, in which case that alternate destruction schedule will be followed. In the event that LPR information is maintained in a federal Privacy Act system or systems of records, or a state equivalent of a federal Privacy Act system or systems of records, the information shall be maintained, shared, and used in accordance with the applicable system of records notice(s) and sections 5.2 and 6 of this MOU.

7.3 Each party shall contact the other party's point of contact to obtain the other party's incident-reporting policy. When there has been or may have been loss, theft, or misuse or unauthorized access, disclosure, copying, use, modification, storage, or deletion of LPR information received pursuant to this MOU, the party discovering the unauthorized activity shall promptly report to, and consult with, the other party in accordance with the reporting party's incident-reporting policy.

8. COSTS

This MOU is not an obligation or commitments of funds, nor a basis for transfer of funds. Unless otherwise agreed to in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to the party's budgetary processes and the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that this in no way implies an appropriation of funds for such expenditures.

9. SEVERABILITY

Nothing in this MOU is intended to conflict with applicable federal or state law, or with the policy of any party. If a provision of this MOU is inconsistent with applicable federal or state law, or with a party's policy, then the party shall immediately so advise the other party, and the Parties shall determine whether the remaining provisions of this MOU shall continue in effect.

10. EFFECT ON OTHER AUTHORITIES

Nothing in this MOU is intended to restrict the authority of any party to act as permitted by law, or to restrict any party from administering or enforcing any law.

11. EFFECTIVE DATE

This MOU will become effective when signed by the representatives of all of the Parties.

12. MODIFICATION

The Parties may jointly agree in writing to modify this MOU.

13. TERMINATION

Any party may terminate this MOU by giving thirty (30) days' written notice to the other party. In the event of termination, all provisions regarding the LPR information obtained pursuant to this MOU shall remain in effect.

14. NO PRIVATE RIGHTS CREATED

This MOU does not create any right or benefit, substantive or procedural, enforceable in law or in equity, against the United States or any state, against any department, agency, officer, or employee of the United States or any state, against any entity, or against any other person.

For the Weslaco Police Department:

(Signature)

Date

(Print/typed name and title)

For DEA:

(Signature)

Date

Paul E. Knierim
Chief of Intelligence
Drug Enforcement Administration

Approved as to Form:

(Signature)

Date

(Print/typed name and title)



Standardized Agenda Request Form

Date of Meeting: February 4, 2020		Agenda Item No. (to be assigned by CSO): 2020-3037	
From: Joel Rivera			
Subject: Approval of Resolution 2020-05 authorizing the submission to Office of the Governor's State Homeland Security Program-LETPA Projects (SHSP-L) Grant application in an amount not to exceed \$250,000 with NO MATCH REQUIRED , authorize acceptance upon award and authorize the Mayor to execute and sign any related documents. (Staffed by Police Department.)			
Background: The Homeland Security Grants Division (HSGD) is soliciting applications for projects that support state and local efforts to prevent terrorism and other catastrophic events and prepare for the threats and hazards that pose the greatest risk to the security of Texas citizens. HSGD provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving a secure and resilient state.			
Funding Source (budget code, if applicable): Office of the Governor			
Amount: \$250,000.00	Term of Impact: 12 months	Identified in Current Budget: No	
Additional Action Prompted: Mayor's Signature Budget Amendment Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Robert Lopez		Created/Initiated	
Robert Lopez		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Recommend Approval			
Attachments, if any: 2020 HS-SHSP-LETPA_RFA DUE 02-27-20, R2020-05 LETPA Grant 4003501			
Responsibilities upon Approval: Police Department will manage grant and progress reports. Finance Department will			

submit Financial Status Reports.



Office of the Governor, Public Safety Office Homeland Security Grants Division Funding Announcement: 2020 State Homeland Security Program – LETPA Projects (SHSP-L)

Purpose

The Homeland Security Grants Division (HSGD) is soliciting applications for projects that support state and local efforts to prevent terrorism and other catastrophic events and prepare for the threats and hazards that pose the greatest risk to the security of Texas citizens. HSGD provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving a secure and resilient state.

Per Congressional mandate (911 Act), at least twenty-five percent (25%) of the combined Homeland Security Grant Program funding must be used for Law Enforcement Terrorism Prevention Activities (LETPA). The purpose of this solicitation is to support state, tribal and local preparedness activities that continue to build law enforcement capabilities to prevent terrorist attacks and provide law enforcement and public safety communities with funds to support critical prevention and protection activities. All LETPA investments must be consistent with capability targets set during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and gaps identified in the State Preparedness Report (SPR).

The SHSP-L is intended to support investments that improve the ability of jurisdictions to:

- **Prevent** a threatened or an actual act of terrorism;
- **Protect** its citizens, residents, visitors, and assets against the greatest threats and hazards;

Prevention is defined as the capabilities necessary to avoid, prevent, or stop a threatened or actual act of terrorism.

Many activities which support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. However, **all SHSP-LETPA projects must assist grantees in achieving target capabilities related to preventing or thwarting an initial or follow-on terrorist attack.**

Available Funding

Federal funds are authorized under Section 2002 of the Homeland Security Act of 2002, as amended (Pub. L. No. 107-296), (6 U.S.C. 603). State Homeland Security Program (SHSP) funds are made available through a Congressional appropriation to the United States Department of Homeland Security (DHS). All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law.

Eligible Organizations

1. State agencies;
2. Regional councils of governments;
3. Units of local government;
4. Nonprofit organizations;
5. Universities or Colleges; and
6. Federally recognized Native American tribes.

Application Process

Applicants must access the Public Safety Office eGrants website at <https://eGrants.gov.texas.gov> to register and apply for funding.

1. For eligible local and regional projects:
 - a. Applicants must contact their applicable regional council of governments (COG) regarding their application.
 - b. Each of Texas' 24 COGs holds its own application planning workshops, workgroups, and/or subcommittees and facilitates application prioritization for certain programs within its region. Failure to comply with regional requirements imposed by the COG may render an application ineligible.
2. State agencies, and other organizations proposing projects to increase preparedness statewide, may submit applications directly to HSGD.

Note for All Applicants: Applicants must upload the required Texas Direct Deposit Authorization Form, Texas Application for Payee Identification Number Form, and IRS W9 Form for each application prior to submission. The eGrants system will not allow an application submission until these forms are attached to the application. These forms are available at <https://egrants.gov.texas.gov/updates.aspx> under the Financial Management section of "Forms and Guides" or by clicking on the hyperlink above.

Key Dates

Action	Date
Funding Announcement Release	12/13/2019
Online System Opening Date	12/13/2019
Final Date to Submit and Certify an Application	2/27/2020 at 5:00pm CST

Project Period

Projects selected for funding must begin between September 1, 2020 and March 1, 2021, and expire on or before August 31, 2022. Additional guidelines are below:

1. Project periods should be structured so that projects that include grant-funded salaries and/or annual recurring costs do not overlap with the project periods of previous or future grant awards with the same costs.
2. Project periods should be structured so that projects that include grant-funded salaries and/or annual recurring costs are on a 12 **or** 24-month grant cycle/performance period.
3. Project periods for equipment only projects are generally awarded for a 6 to 12-month grant period.
4. HSGD will consider proposed start or end dates falling outside of these guidelines on a case-by-case basis.

Funding Levels

Minimum: \$2,500

Maximum: None. However, HSGD uses a risk-based formula to determine regional allocations. Local agencies should contact their regional COG for amounts historically available to the region and any maximum established by their COG. Additionally, HSGD expects to make available approximately \$1.6 million to state agencies in support of 5 - 10 projects under this solicitation and the SHSP-Regular solicitation.

Match Requirement: None

Standards

Grantees must comply with standards applicable to this fund source cited in the State Uniform Grant Management Standards ([UGMS](#)), [Federal Uniform Grant Guidance](#), and all statutes, requirements, and guidelines applicable to this funding.

Eligible Activities and Costs

1. Grant projects must be consistent with the [Federal Emergency Management Agency \(FEMA\) Information Bulletin \(IB\) 412](#) which discusses eligible activities outlined in:
 - a. The [National Prevention Framework](#);
 - b. The [National Protection Framework](#) where capabilities are shared with the prevention mission area;
 - c. Section 2006 of the [Homeland Security Act of 2002](#), as amended; and
 - d. The [FY 2007 Homeland Security Grant Program Guidance and Application Kit](#).
2. Grant projects must be consistent with the program purpose stated above and must be submitted in support of one of the following approved activity areas:
 - a. **Critical Infrastructure**
 - i. Implementing target hardening and other measures associated with increased security at critical infrastructure sites including backfill and overtime to staff emergency operations centers and contracted security at critical infrastructure sites.
 - ii. Identifying critical infrastructure, collecting and maintaining data, and prioritizing critical infrastructure assets, clusters, and systems.
 - iii. Assessing critical infrastructure vulnerabilities and interdependencies, particularly those involving multiple sites and/or sectors.
 - iv. Planning, training, exercises, equipment, and modeling enabling responsible jurisdictions to mitigate threats to and vulnerabilities of critical infrastructure facilities, assets, networks, and systems.
 - v. Analyzing critical infrastructure threats and information sharing with private sector partners.
 - vi. Enhancing public awareness education and communications and increasing reporting of suspicious activities related to critical infrastructure.
 - b. **Cybersecurity**
 - i. Assessing organizational cybersecurity risk and potential risk.
 - ii. Creating or updating strategic cybersecurity plans.
 - iii. Implementing awareness and training measures.
 - iv. Conducting other cyber-related activities derived from a prioritized, risk management plan and consistent with objectives of the Texas Cybersecurity Framework (TXCSF) or other comparable framework.
 - c. **Fusion Centers**
 - i. Funding support for a recognized fusion center (please refer to <http://www.dhs.gov/fusion-center-locations-and-contact-information>).
 1. Each region with a recognized fusion center that does not receive Urban Area Security Initiative (UASI) funding must make at least one investment to support the Fusion Center in that region.

2. Each project must directly align to any capability gaps identified (if applicable) and leverage the data the fusion center used to complete DHS's annual Fusion Center Assessment of the national network.
 3. Each project must align to and reference specific performance areas of the Fusion Center Assessment that the funding is intended to support.
 4. Recognized fusion centers must meet fusion center operational standards as established by the Texas Department of Public Safety, including but not limited to: sharing information within the Texas Suspicious Activity Reporting Network; contributing to and supporting activities of the School Safety Working Group; participating in groups established by the Texas Fusion Center Policy Council (TxFCPC); and implementing activities to assist in achieving the objectives of the Texas Homeland Security Strategic Plan.
- ii. Facilitating the implementation of plans and procedures, in conjunction with the Texas' primary fusion center, to support the maturation of the Information Sharing Environment (ISE).
 - iii. Strengthening capabilities to address emerging threats, sustain analytic capability, integrate technology and/or support other priorities identified by DHS/FEMA or Texas Executive Orders.
 - iv. Implementing Suspicious Activity Reporting (SAR) guidance and tools for fusion centers.
 - v. Attending approved training classes for intelligence analysts (please refer to <https://www.dhs.gov/fema-approved-intelligence-analyst-training-courses>).
- d. **Intelligence and Information Sharing** (Non-Fusion Center requests)
- i. Identifying, developing, providing, and sharing timely, accurate, and actionable information, data, or knowledge among government or private sector entities.
 - ii. Enabling interdiction and disruption of terrorist activity through enhanced understanding and recognition of pre-operational activity and other crimes that may be precursors or indicators of terrorist activity.
 - iii. Paying for personnel or contractors to serve as qualified intelligence analysts and/or to participate in information, investigative, and intelligence sharing activities specifically related to homeland security.
 - iv. Assessing threat information to inform continued prevention operations.
 - v. Implementing and maintaining suspicious activity reporting initiatives.
 - vi. Implementing or sustaining public information and warning systems to relay information regarding terrorism threats.
- e. **Interoperable Emergency Communications**
- i. Building capabilities to meet P-25 standards.
 - ii. Sustaining existing capabilities (e.g. life cycle replacement of equipment).
 - iii. Projects must enhance current capabilities or address capability gaps identified by the Texas Department of Public Safety (DPS) or Texas Interoperable Communications Coalition (TxICC) in either the Texas Statewide Communications Interoperability Plan (SCIP) or DPS Report on Interoperable Communications to the Texas Legislature. **Note:** *Projects to increase voice communications interoperability for counties with the lowest interoperability levels are preferred over other types of communications projects.*

- iv. Projects for the purchase of radios and similar equipment are only permitted under LETPA when the equipment is for members of special teams and the project narrative outlines how the teams will use the equipment for terrorism prevention activities.
 - v. If a project is funded (after an agency receives the grant award from the PSO), the planned expenditures must be submitted to and receive validation from the Statewide Interoperability Coordinator (SWIC) prior to purchase. **Note:** *Radios purchased must: a) follow the Statewide Radio ID Management Plan; b) be programmed following the Statewide Interoperability Channel Plan, and c) include encryption options capable of Advanced Encryption Standard (AES) encryption, IF encryption is being purchased.*
- f. **Operational Coordination**
- i. Establishing and maintaining a unified and coordinated operational structure and process that integrates critical stakeholders across and among all levels of government and with critical private and nonprofit sectors to protect against potential threats, conduct law enforcement investigations, or execute operations to prevent initial or follow-on terrorist attacks.
 - ii. Implementing WebEOC and other situational awareness and decision support tools.
 - iii. Enhancing emergency operations centers.
 - iv. Conducting or participating in incident management training and/or exercises.
- g. **State, Regional and Local Planning**
- i. Developing state and regional risk and preparedness assessments, including those related to special events.
 - ii. Core capability development planning specific with a focus on prevention activities.
 - iii. Planning and execution of training and exercises focused on terrorism prevention.
 - iv. Multi-jurisdictional operational planning to include plans for regional operational coordination of terrorism prevention capabilities.
 - v. Maintaining or updating Emergency Operations Plans, consistent with guidance in CPG 101.v2 and the whole community approach to security and emergency management.
 - vi. Planning for continuity of operations.
- h. **Sustaining Special Response Teams and First Responder Capabilities**
- i. Sustaining and enhancing capacity to detect and resolve threats involving chemical, biological, radiological, nuclear and explosive (CBRNE) devices or weapons of mass destruction (WMD).
 - ii. Sustaining and enhancing tactical teams including HAZMAT response and decontamination, Urban Search and Rescue, and SWAT.
 - iii. Sustaining equipment needs, including personal protective equipment, WMD pharmaceuticals, calibration and maintenance for WMD-related detection and identification systems, and closely related investments to update or sustain current equipment.
 - iv. Sustaining and enhancing efforts to delay, divert, intercept, halt, apprehend, or secure threats or hazards (includes capabilities related to Border Security).
 - v. Coordinating regional training exercises with federal, state and local law enforcement participation focused on preventing terrorism-related events and increasing participation with community and business organizations.

- vi. Identifying or locating terrorists through active and passive surveillance and search procedures including systematic examinations and assessments, bio-surveillance, sensor technologies, or physical investigation and intelligence.

Program-Specific Requirements

1. All capabilities being built or sustained must have a clear link to one or more of the following Core Capabilities in the National Preparedness Goal: **Planning; Public Information and Warning; Operational Coordination; Intelligence and Information Sharing; Interdiction and Disruption; Screening, Search and Detection; and Forensics and Attribution.**
2. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness. Law Enforcement Terrorism Prevention Activities implemented under SHSP must support terrorism preparedness by building or sustaining capabilities that relate to the prevention of terrorism.
3. Grantees are required to maintain adoption and implementation of the National Incident Management System (NIMS). The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.
4. Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period and must be at least at the Intermediate Level. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at tdem.plans@tdem.texas.gov.
5. Grantees will be required to complete the 2020 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient agency should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. For more information about the NCSR, visit: <https://www.cisecurity.org/ms-isac/services/ncsr/>.

Eligibility Requirements

1. Entities receiving funds from HSGD must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. This disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.
2. Beginning January 1, 2020, counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90 percent of convictions within seven business days to the Criminal Justice Information System at the Department of Public Safety. By January 1, 2021, such reporting must take place within five business days.

3. Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety (DPS) for inclusion in the annual Uniform Crime Report (UCR). To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year.
4. The Texas Department of Public Safety (DPS) has established a goal set by the Texas Legislature for all local law enforcement agencies to implement and report crime statistics data by using the requirements of the National Incident-Based Reporting System (NIBRS). Additionally, the Federal Bureau of Investigations (FBI) will collect required crime statistics solely through the NIBRS starting January 1, 2021. Due to the upcoming federal deadline, grantees are advised that eligibility for future grant funding may be tied to compliance with NIBRS. Financial grant assistance for transitioning to NIBRS may be available for your jurisdiction from the Public Safety Office.
5. Eligible applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to <https://fedgov.dnb.com/webform>).
6. Eligible applicants must be registered in the federal System for Award Management (SAM) database located at <https://www.sam.gov/>.

Failure to comply with program or eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

Prohibitions

Grant funds may not be used to support the unallowable costs listed in the [Guide to Grants](#) or any of the following unallowable costs:

1. inherently religious activities such as prayer, worship, religious instruction, or proselytization;
2. lobbying;
3. any portion of the salary of, or any other compensation for, an elected or appointed government official;
4. vehicles or equipment for government agencies that are for general agency use and/or do not have a clear nexus to terrorism prevention, interdiction, and disruption (i.e. mobile data terminals, body cameras, in-car video systems, or radar units, etc. for officers assigned to routine patrol; general firefighting equipment or uniforms);
5. weapons, ammunition, tasers, weaponized vehicles or explosives (exceptions may be granted when explosives are used for bomb squad training);
6. admission fees or tickets to any amusement park, recreational activity or sporting event;
7. promotional gifts;
8. food, meals, beverages, or other refreshments, except for eligible per diem associated with grant-related travel or where pre-approved for working events;
9. membership dues for individuals;
10. any expense or service that is readily available at no cost to the grant project;
11. any use of grant funds to replace (supplant) funds that have been budgeted for the same purpose through non-grant sources;
12. fundraising;
13. legal services for adult offenders;
14. amateur radios and equipment, FMS radios, GMRS radios, or other radio equipment that is not P25 compliant;
15. riot equipment including but not limited to shields, batons, less-lethal ammunition, and grenades designed or intended for dispersing crowds;

16. weapons or weapons accessories to include but not limited to optics/sights, ammunition pouches, slings, or other accessories designed for use with any firearms/weapon; and
17. any other prohibition imposed by federal, state, or local law.

Selection Process

Application Screening: HSGD will screen all applications to ensure that they meet the requirements included in the funding announcement.

1. **Peer/Merit Review:** For eligible local and regional projects:
 - a. Each COG's homeland security advisory committee will prioritize all eligible applications using the region's risk-informed methodology.
 - b. HSGD will accept priority listings that are approved by the COG's executive committee.
 - c. HSGD will make all final funding decisions based on eligibility, COG priorities, reasonableness, availability of funding, and cost-effectiveness.
2. For statewide discretionary projects, applications will be reviewed by HSGD staff members or a review group selected by the executive director. The qualitative scores from the review team will be one factor used during HSGD's prioritization of the statewide projects.

Final Decisions – All Projects: The executive director will consider rankings along with other factors and make all final funding decisions. Other factors may include cost effectiveness, overall funds availability, HSGD or state government priorities and strategies, legislative directives, need, geographic distribution, balance of focuses and approaches, or other relevant factors.

HSGD may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, HSGD may revise projects to address a more limited focus.

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

RESOLUTION NO. 2020-05

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas, that the State Homeland Security Program LETPA Project Grant be operated for the 2020 to 2021 fiscal year; and

WHEREAS, The City of Weslaco agrees to provide matching funds for the said project as required by the Homeland Security Grant Program (HSGP) LETPA Projects grant application; and

WHEREAS, The City of Weslaco agrees that in the event of loss or misuse of the Office of the Governor funds, The City of Weslaco assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, The City of Weslaco designates Mayor David Suarez as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for the State Homeland Security Program LETPA Project Grant to the Office of the Governor.

Grant Number: 4003501

Passed and Approved this 4th day of February 2020.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Myra L. Ayala, CITY SECRETARY

APPROVED AT TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: February 4, 2020		Agenda Item No. (to be assigned by CSO): 2020-3038	
From: Joel Rivera			
Subject: Authorization of Resolution 2020-06 authorizing the submission to the Office of the Governor's State Homeland Security Program-Regular Projects (SHSP-R) Grant application in an amount not to exceed \$150,000 with NO MATCH REQUIRED , authorize acceptance upon award and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: The Homeland Security Grants Division (HSGD) is soliciting applications for projects that support state and local efforts to prevent terrorism and other catastrophic events and prepare for the threats and hazards that pose the greatest risk to the security of Texas citizens. HSGD provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving a secure and resilient state.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Budget Amendment Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Robert Lopez		Created/Initiated	
Robert Lopez		Approved	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation: Recommends Approval			
Attachments, if any: 2020 HS-SHSP-Regular Grants DUE 02-27-20, R2020-06 SHSP REGULAR Grant 4003601			
Responsibilities upon Approval: Police Department will manage grant and progress reports. Finance Department will submit Financial Status Reports.			



Office of the Governor, Public Safety Office

Homeland Security Grants Division

Funding Announcement: 2020 State Homeland Security Program – Regular Projects (SHSP-R)

Purpose

The Homeland Security Grants Division (HSGD) is soliciting applications for projects that support state and local efforts to prevent terrorism and other catastrophic events and prepare for the threats and hazards that pose the greatest risk to the security of Texas citizens. HSGD provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving a secure and resilient state.

The purpose of this solicitation is to support state, tribal and local preparedness activities that address high-priority preparedness gaps across all core capabilities where a nexus to terrorism exists. All investments must be consistent with capability targets set during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and gaps identified in the Stakeholder Preparedness Review (SPR).

The SHSP is intended to support investments that improve the ability of jurisdictions to:

- **Prevent** a threatened or an actual act of terrorism;
- **Protect** its citizens, residents, visitors, and assets against the greatest threats and hazards;
- **Mitigate** the loss of life and property by lessening the impact of future catastrophic events;
- **Respond** quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident; and/or
- **Recover** through a focus on the timely restoration, strengthening, accessibility and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident.

Many activities which support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism.

However, **all SHSP projects must assist grantees in achieving target capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism.**

Available Funding

Federal funds are authorized under Section 2002 of the Homeland Security Act of 2002, as amended (Pub. L. No. 107-296), (6 U.S.C. 603). State Homeland Security Program (SHSP) funds are made available through a Congressional appropriation to the United States Department of Homeland Security (DHS). All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law.

Eligible Organizations

1. State agencies;
2. Regional councils of governments;
3. Units of local government;
4. Nonprofit organizations;
5. Universities or Colleges; and
6. Federally recognized Native American tribes.

Application Process

Applicants must access the Office of the Governor's eGrants website at <https://eGrants.gov.texas.gov> to register and apply for funding.

1. For eligible local and regional projects:

- a. Applicants must contact their applicable regional council of governments (COG) regarding their application.
 - b. Each of Texas' 24 COGs holds its own application planning workshops, workgroups, and/or subcommittees and facilitates application prioritization for certain programs within its region. Failure to comply with regional requirements imposed by the COG may render an application ineligible.
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Note for All Applicants: Applicants must upload the required Texas Direct Deposit Authorization Form, Texas Application for Payee Identification Number Form, and IRS W9 Form for each application prior to submission. The eGrants system will not allow an application submission until these forms are attached to the application. These forms are available at <https://egrants.gov.texas.gov/updates.aspx> under the Financial Management section of "Forms and Guides" or by clicking on the hyperlink above.

Key Dates

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Final Date to Submit and Certify an Application	2/27/2020 at 5:00pm CST

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2. Project periods should be structured so that projects that include grant-funded salaries and/or annual recurring costs are on a 12 **or** 24-month grant cycle/performance period.
3. Project periods for equipment only projects are generally awarded for a 6 to 12-month grant period.
4. HSGD will consider proposed start or end dates falling outside of these guidelines on a case-by-case basis.

Funding Levels

Minimum: \$2,500

Maximum: None. However, HSGD uses a risk-based formula to determine regional allocations. Local agencies should contact their regional COG for amounts historically available to the region and any maximum established by their COG. Additionally, HSGD expects to make available approximately \$1.6 million to state agencies in support of 10 – 12 projects under this solicitation and the SHSP-LETPA solicitation.

Match Requirement: None

Standards

Grantees must comply with standards applicable to this fund source cited in the State Uniform Grant Management Standards ([UGMS](#)), [Federal Uniform Grant Guidance](#), and all statutes, requirements, and guidelines applicable to this funding.

Eligible Activities and Costs

1. Grant projects must be submitted in support of one of the following approved activity areas:

a. Critical Infrastructure

- i. Implementing target hardening and other measures associated with increased security at critical infrastructure sites including backfill and overtime to staff emergency operations centers and contracted security at critical infrastructure sites.
- ii. Identifying critical infrastructure, collecting and maintaining data, and prioritizing critical infrastructure assets, clusters, and systems.
- iii. Assessing critical infrastructure vulnerabilities and interdependencies, particularly those involving multiple sites and/or sectors.
- iv. Planning, training, exercises, equipment, and modeling enabling responsible jurisdictions to mitigate threats to and vulnerabilities of critical infrastructure facilities, assets, networks, and systems.
- v. Analyzing critical infrastructure threats and information sharing with private sector partners.
- vi. Enhancing public awareness education and communications and increasing reporting of suspicious activities related to critical infrastructure.

b. Cybersecurity

- i. Assessing organizational cybersecurity risk and potential risk.
- ii. Creating or updating strategic cybersecurity plans and related response and recovery plans and exercises.
- iii. Developing approaches for identifying, authenticating and authorizing individuals to access an organization's assets and systems.
- iv. Purchasing software such as anti-virus, anti-malware, continuous monitoring, encryption, enhanced remote authentication, patch management or distributed denial of service protection.
- v. Purchasing hardware such as intrusion detection systems, firewalls, additional servers, routers or switches.
- vi. Implementing awareness and training measures.
- vii. Establishing anomalous activity detection and system/asset monitoring.
- viii. Developing or sustaining response activities, including information sharing or other mitigation efforts.
- ix. Conducting other cyber-related activities derived from a prioritized, risk management plan and consistent with objectives of the Texas Cybersecurity Framework (TXCSF) or other comparable framework.

c. Intelligence and Information Sharing (Note: Only non-Fusion Center requests may be submitted under the SHSP-Regular solicitation. Fusion Center projects should refer to the SHSP-Law Enforcement Terrorism Prevention Activities (LETPA) solicitation.)

- i. Identifying, developing, providing, and sharing timely, accurate, and actionable information, data, or knowledge among government or private sector entities.
- ii. Enabling interdiction and disruption of terrorist activity through enhanced understanding and recognition of pre-operational activity and other crimes that may be precursors or indicators of terrorist activity.

- iii. Paying for personnel or contractors to serve as qualified intelligence analysts and/or to participate in information, investigative, and intelligence sharing activities specifically related to homeland security.
 - iv. Assessing threat information to inform continued prevention operations and ongoing response activities.
 - v. Implementing and maintaining suspicious activity reporting initiatives.
 - vi. Implementing or sustaining public information and warning systems to relay information regarding terrorism threats.
- d. **Interoperable Emergency Communications**
- i. Building capabilities to meet P-25 standards.
 - ii. Sustaining existing capabilities (e.g. life cycle replacement of equipment).
 - iii. Projects must enhance current capabilities or address capability gaps identified by the Texas Department of Public Safety (DPS) or Texas Interoperable Communications Coalition (TxICC) in either the Texas Statewide Communications Interoperability Plan (SCIP) or DPS Report on Interoperable Communications to the Texas Legislature. **Note:** *Projects to increase voice communications interoperability for counties with the lowest interoperability levels are preferred over other types of communications projects.*
 - iv. If a project is funded (after an agency receives the grant award from the PSO), the planned expenditures must be submitted to and receive validation from the Statewide Interoperability Coordinator (SWIC) prior to purchase. **Note:** *Radios purchased must: a) follow the Statewide Radio ID Management Plan; b) be programmed following the Statewide Interoperability Channel Plan, and c) include encryption options capable of Advanced Encryption Standard (AES) encryption, IF encryption is being purchased.*
- e. **Operational Coordination**
- i. Establishing and maintaining a unified and coordinated operational structure and process that integrates critical stakeholders across and among all levels of government and with critical private and nonprofit sectors to protect against potential threats, conduct law enforcement investigations, or engage in enforcement, protective, and response activities.
 - ii. Implementing WebEOC and other situational awareness and decision support tools.
 - iii. Enhancing emergency operations centers.
 - iv. Conducting or participating in incident management training and/or exercises.
- f. **State, Regional and Local Planning**
- i. Developing state and regional risk and preparedness assessments, including those related to special events.
 - ii. Core capability development planning, to include typing and tracking of equipment and special response teams.
 - iii. Planning and execution of training and exercises focused on terrorism prevention, protection and response.
 - iv. Multi-jurisdictional operational planning to include plans for regional operational coordination of terrorism prevention, protection, and response capabilities.
 - v. Maintaining or updating Emergency Operations Plans, consistent with guidance in CPG 101.v2 and the whole community approach to security and emergency management.

- vi. Planning and implementation of initiatives to enhance the Citizen Corps Program and other community resilience initiatives.
- vii. Planning for continuity of operations.
- g. Sustaining Special Response Teams and First Responder Capabilities**
 - i. Sustaining and enhancing capacity to detect and resolve threats involving chemical, biological, radiological, nuclear and explosive (CBRNE) devices or weapons of mass destruction (WMD).
 - ii. Sustaining and enhancing tactical teams including HAZMAT response and decontamination, Urban Search and Rescue, and SWAT.
 - iii. Sustaining equipment needs, including personal protective equipment, WMD pharmaceuticals, calibration and maintenance for WMD-related detection and identification systems, and closely related investments to update or sustain current equipment.
 - iv. Sustaining and enhancing efforts to delay, divert, intercept, halt, apprehend, or secure threats or hazards (includes capabilities related to Border Security).
 - v. Coordinating regional training exercises with federal, state and local law enforcement participation focused on responding to terrorism-related events and increasing participation with community and business organizations.
 - vi. Identifying or locating terrorists through active and passive surveillance and search procedures including systematic examinations and assessments, bio-surveillance, sensor technologies, or physical investigation and intelligence.

Program-Specific Requirements

1. All capabilities being built or sustained must have a clear link to one or more Core Capabilities in the National Preparedness Goal.
2. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness. Activities implemented under SHSP must support terrorism preparedness by building or sustaining capabilities that relate to the prevention of, protection from, mitigation of, response to, and/or recovery from terrorism.
3. Grantees are required to maintain adoption and implementation of the National Incident Management System (NIMS). The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.
4. Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Department of Public Safety, Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period and must be at least at the Intermediate Level. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at tdem.plans@tdem.texas.gov.

5. Grantees will be required to complete the 2020 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient agency should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. For more information about the NCSR, visit: <https://www.cisecurity.org/ms-isac/services/ncsr/>.

Eligibility Requirements

1. Entities receiving funds from HSGD must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. This disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.
2. Beginning January 1, 2020, counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90 percent of convictions within seven business days to the Criminal Justice Information System at the Department of Public Safety. By January 1, 2021, such reporting must take place within five business days.
3. Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety (DPS) for inclusion in the annual Uniform Crime Report (UCR). To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year.
4. The Texas Department of Public Safety (DPS) has established a goal set by the Texas Legislature for all local law enforcement agencies to implement and report crime statistics data by using the requirements of the National Incident-Based Reporting System (NIBRS). Additionally, the Federal Bureau of Investigations (FBI) will collect required crime statistics solely through the NIBRS starting January 1, 2021. Due to the upcoming federal deadline, grantees are advised that eligibility for future grant funding may be tied to compliance with NIBRS. Financial grant assistance for transitioning to NIBRS may be available for your jurisdiction from the Public Safety Office.
5. Eligible applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to <https://fedgov.dnb.com/webform>).
6. Eligible applicants must be registered in the federal System for Award Management (SAM) database located at <https://www.sam.gov/>.

Failure to comply with program or eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

Prohibitions

Grant funds may not be used to support the unallowable costs listed in the [Guide to Grants](#) or any of the following unallowable costs:

1. inherently religious activities such as prayer, worship, religious instruction, or proselytization;
2. lobbying;
3. any portion of the salary of, or any other compensation for, an elected or appointed government official;
4. vehicles or equipment for government agencies that are for general agency use and/or do not have a clear nexus to terrorism prevention, interdiction, and disruption (i.e. mobile data terminals, body

cameras, in-car video systems, or radar units, etc. for officers assigned to routine patrol; general firefighting equipment or uniforms);

5. weapons, ammunition, tasers, weaponized vehicles or explosives (exceptions may be granted when explosives are used for bomb squad training);
6. admission fees or tickets to any amusement park, recreational activity or sporting event;
7. promotional gifts;
8. food, meals, beverages, or other refreshments, except for eligible per diem associated with grant-related travel or where pre-approved for working events;
9. membership dues for individuals;
10. any expense or service that is readily available at no cost to the grant project;
11. any use of grant funds to replace (supplant) funds that have been budgeted for the same purpose through non-grant sources;
12. fundraising;
13. legal services for adult offenders;
14. amateur radios and equipment, FMS radios, GMRS radios, or other radio equipment that is not P25 compliant;
15. riot equipment including but not limited to shields, batons, less-lethal ammunition, and grenades designed or intended for dispersing crowds;
16. weapons or weapons accessories to include but not limited to optics/sights, ammunition pouches, slings, or other accessories designed for use with any firearms/weapon; and
17. any other prohibition imposed by federal, state, or local law.

Selection Process

Application Screening: HSGD will screen all applications to ensure that they meet the requirements included in the funding announcement.

1. **Peer/Merit Review:** For eligible local and regional projects:
 - a. Each COG's homeland security advisory committee will prioritize all eligible applications using the region's risk-informed methodology.
 - b. HSGD will accept priority listings that are approved by the COG's executive committee.
 - c. HSGD will make all final funding decisions based on eligibility, COG priorities, reasonableness, availability of funding, and cost-effectiveness.
2. For statewide discretionary projects, applications will be reviewed by HSGD staff members or a review group selected by the executive director. The qualitative scores from the review team will be one factor used during HSGD's prioritization of the statewide projects.

Final Decisions – All Projects: The executive director will consider rankings along with other factors and make all final funding decisions. Other factors may include cost effectiveness, overall funds availability, HSGD or state government priorities and strategies, legislative directives, need, geographic distribution, balance of focuses and approaches, or other relevant factors.

HSGD may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, HSGD may revise projects to address a more limited focus.

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

RESOLUTION NO. 2020-06

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas, that the State Homeland Security Program Regular Projects Grant be operated for the 2020 to 2021 fiscal year; and

WHEREAS, The City of Weslaco agrees to provide matching funds for the said project as required by the Homeland Security Grant Program (HSGP) Regular Projects grant application; and

WHEREAS, The City of Weslaco agrees that in the event of loss or misuse of the Office of the Governor funds, The City of Weslaco assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, The City of Weslaco designates Mayor David Suarez as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for the State Homeland Security Program Regular Projects Grant to the Office of the Governor.

Grant Number: 4003601

Passed and Approved this 4th day of February 2020.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Myra L. Ayala, CITY SECRETARY

APPROVED AT TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: February 4, 2020		Agenda Item No. (to be assigned by CSO): 2020-3039	
From: Joel Rivera			
Subject: Authorization of Resolution 2020-07 authorizing the submission to the Office of the Governor's Violence Against Women Justice and Training Program Grant application in an amount not to exceed \$30,000 with 30% MATCH REQUIRED , authorize acceptance upon award and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: The purpose of this announcement is to solicit applications for projects that promote a coordinated, multi-disciplinary approach to improve the justice system's response to violent crimes against women, including domestic violence, sexual assault, dating violence, and stalking. Available Funding			
Funding Source (budget code, if applicable): Office of Governor			
Amount: \$30,000.00	Term of Impact: 12 months	Identified in Current Budget: No	
Additional Action Prompted: Mayor's Signature Budget Amendment Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Robert Lopez		Created/Initiated	
Robert Lopez		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Recommend Approval			
Attachments, if any: WF-VAWA Violence Against Women Justice and Training Program, FY2021 DUE 02-27-20, R2020-07 Violence Against Women Justice and Training Grant 3814702			
Responsibilities upon Approval:			

Police Department will manage grant and progress reports. Finance Department will submit Financial Status Reports.



Office of the Governor, Public Safety Office

Criminal Justice Division

Funding Announcement: *Violence Against Women Justice and Training Program, FY2021*

Purpose

The purpose of this announcement is to solicit applications for projects that promote a coordinated, multi-disciplinary approach to improve the justice system's response to violent crimes against women, including domestic violence, sexual assault, dating violence, and stalking.

Available Funding

Federal funding is authorized for these projects under the Violence Against Women Act of 2013 Pub. L. No. 113-4 (VAWA 2013). All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law.

Eligible Organizations

Applications may be submitted by state agencies, public and private non-profit institutions of higher education, independent school districts, Native American tribes, councils of governments, non-profit corporations (including hospitals and faith-based organizations) and units of local government, which are defined as a non-statewide governmental body with the authority to establish a budget and impose taxes (includes hospital districts). Other local governmental agencies should apply through an associated unit of local government.

Applicants seeking to provide direct services to victims of crime are not eligible under this solicitation and should apply under the General Victim Assistance Program Funding Announcement.

Application Process

Applicants must access the Public Safety Office (PSO) eGrants grant management website at <https://eGrants.gov.texas.gov> to register and apply for funding. For more instructions and information, see *Developing a Good Project Narrative Guide*, available [here](#).

Key Dates

Action	Date
Funding Announcement Release	12/13/2019
Online System Opening Date	12/13/2019
Final Date to Submit and Certify an Application	2/27/2020
Earliest Project Start Date	09/01/2020

Project Period

Projects must start on or after 09/01/2020 and end on or before 10/31/2021.

Funding Levels

Minimum: \$5,000

Maximum: No Maximum

Match Requirement: 30% of the total project (Note: Non-profit organizations are exempt from the match requirement.)

Standards

Grantees must comply with standards applicable to this fund source cited in the State Uniform Grant Management Standards ([UGMS](#)), [Federal Uniform Grant Guidance](#), and all statutes, requirements, and guidelines applicable to this funding.

Eligible Activities and Costs

The following list of eligible activities and costs apply generally to all projects under this announcement:

1. Training law enforcement officers, judges, other court personnel, and prosecutors to more effectively identify and respond to violent crimes against women, including the crimes of sexual assault, domestic violence, dating violence, and stalking;
2. Developing, training, or expanding units of law enforcement officers, judges, other court personnel, and prosecutors specifically targeting violent crimes against women, including the crimes of sexual assault, domestic violence, dating violence, and stalking;
3. Developing and implementing more effective police, court, and prosecution policies, protocols, orders, and services specifically devoted to preventing, identifying, and responding to violent crimes against women, including the crimes of sexual assault, domestic violence, dating violence, and stalking, as well as the appropriate treatment of victims;
4. Developing, installing, or expanding data collection and communication systems, including computerized systems, linking police, prosecutors, and courts or for the purpose of identifying, classifying, and tracking arrests, protection orders, violations of protection orders, prosecutions, and convictions for violent crimes against women, including the crimes of sexual assault, domestic violence, dating violence, and stalking;
5. Supporting formal and informal statewide, multidisciplinary efforts, to the extent not supported by state funds, to coordinate the response of state law enforcement agencies, prosecutors, courts, victim services agencies, and other state agencies and departments, to violent crimes against women, including the crimes of sexual assault, domestic violence, dating violence, and stalking;
6. Training of sexual assault forensic medical personnel examiners in the collection and preservation of evidence, analysis, prevention, and providing expert testimony and treatment of trauma related to sexual assault;
7. Developing, enlarging, or strengthening programs to assist law enforcement, prosecutors, courts, and others to address the needs and circumstances of older and disabled women who are victims of sexual assault, domestic violence, dating violence, or stalking, including recognizing, investigating, and prosecuting instances of such violence or assault and targeting outreach and support, counseling, and other victim services to such older and disabled individuals;
8. Developing and promoting state or local policies that enhance best practices for responding to sexual assault, domestic violence, dating violence, and stalking;
9. Developing, implementing, or enhancing Sexual Assault Response Teams, or other similar coordinated community responses to sexual assault;

10. Developing and strengthening policies, protocols, best practices, and training for law enforcement agencies and prosecutors relating to the investigation and prosecution of sexual assault cases and the appropriate treatment of victims.;
11. Identifying and conducting inventories of backlogs of sexual assault evidence collection kits and developing protocols and policies for responding to and addressing such backlogs, including protocols and policies for notifying and involving victims;

Program-Specific Requirements

Legal Assistance for Victims (LAV) Certification:

All VAWA applicants must certify that they meet the following federal statutory requirements in regards to the provision of legal advocacy:

- (1) Any person providing legal assistance through a program funded under this VAWA Program
 - (a) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault or stalking in the targeted population; or
 - (b) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A) and has completed or will complete training in connection with domestic violence, dating violence, sexual assault or stalking and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide.
- (2) Any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a state, local, territorial, or tribal domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate tribal, State, territorial, and local law enforcement officials.
- (3) Any person or organization providing legal assistance through a program funded under this Program has informed and will continue to inform state, local, or tribal domestic violence, dating violence or sexual assault programs and coalitions, as well as appropriate State and local law enforcement officials of their work.
- (4) The grantee's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, domestic violence, dating violence, or child sexual abuse is an issue.

Eligibility Requirements

1. Entities receiving funds from CJD must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

2. Beginning January 1, 2020, counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90 percent of convictions within seven business days to the Criminal Justice Information System at the Department of Public Safety. By January 1, 2021, such reporting must take place within five business days.
3. Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety (DPS) for inclusion in the annual Uniform Crime Report (UCR). To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year.
4. The Texas Department of Public Safety (DPS) has established a goal set by the Texas Legislature for all local law enforcement agencies to implement and report crime statistics data by using the requirements of the National Incident-Based Reporting System (NIBRS). Additionally, the Federal Bureau of Investigations (FBI) will collect required crime statistics solely through the NIBRS starting January 1, 2021. Due to the upcoming federal deadline, grantees are advised that eligibility for future grant funding may be tied to compliance with NIBRS. Financial grant assistance for transitioning to NIBRS may be available for your jurisdiction from the Public Safety Office.
5. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2021 or the end of the grant period, whichever is later.

6. Eligible applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to <https://fedgov.dnb.com/webform>).
7. Eligible applicants must be registered in the federal System for Award Management (SAM) database located at <https://www.sam.gov/>.

Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

Prohibitions

Grant funds may not be used to support the unallowable costs listed in the [Guide to Grants](#) or any of the following unallowable costs:

1. Construction, renovation, or remodeling;

2. Medical services other than forensic medical examinations and prophylaxis;
3. Law enforcement equipment that is standard department issue;
4. Processing DNA evidence;
5. Victim-offender meetings that serve to replace (or as a part of) criminal justice proceedings;
6. Services to incarcerated individuals, including re-entry rehabilitative services related to the crime for which they are incarcerated;
7. Medical training;
8. Cash payments to victims, gift cards, or fuel vouchers;
9. Creation of a voucher program where victims are directly given vouchers for such services as housing or counseling;
10. Leasing or purchasing vehicles;
11. Overtime;
12. Legal defense services for perpetrators of violence against women;
13. Criminal defense work, including for women who assault, kill, or otherwise injure their abusers;
14. Liability insurance on buildings;
15. Nonessential maintenance on buildings, including minor renovations, lawn care, landscaping, painting, plumbing and HVAC repair;
16. Reimbursement to crime victims for expenses incurred as a result of a crime, such as insurance deductibles, replacement of stolen property, funeral expenses, lost wages, and medical bills;
17. Services for programs that primarily focus on children and/or men;
18. Activities exclusively related to violence prevention, such as media campaigns to educate the general public about violence against women, public awareness, and community education campaigns are also prohibited;
19. Prosecution of child sexual abuse when the victim is now an adult;
20. Relocation expenses for victims of domestic violence, sexual assault, or stalking such as moving household goods to a new location in another state or acquiring furniture or housing in a new location;
21. Development or presentation of a domestic violence, sexual assault, dating violence, or stalking curriculum for primary or secondary schools (educating students from an existing curriculum would also be prohibited);
22. Activities that may compromise victim safety; and
23. Any other prohibition imposed by federal, state or local law or regulation.

Selection Process

1. For eligible local and regional projects:
 - a. Applications will be forwarded by CJD to the appropriate regional council of governments (COG).
 - b. The COG's criminal justice advisory committee will prioritize all eligible applications based on State priorities, identified community priorities, cost and program effectiveness.
 - c. CJD will accept priority listings that are approved by the COG's executive committee.

- d. CJD will make all final funding decisions based upon eligibility, approved COG priorities, reasonableness of the project, availability of funding, and cost-effectiveness.
2. For state discretionary projects, applications will be reviewed by CJD staff members or a review group selected by the executive director. CJD will make all final funding decisions based on eligibility, reasonableness, availability of funding, and cost-effectiveness.

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

RESOLUTION NO. 2020-07

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas, that the Criminal Justice Division – Violence Against Women Training be operated for the fiscal year 2020 to 2021; and

WHEREAS, The City of Weslaco agrees to provide required matching funds for the said project as required by the Office of the Governor Criminal Justice Division Violence Against Women Justice and Training Program; and

WHEREAS, The City of Weslaco agrees that in the event of loss or misuse of the Office of the Governor funds, The City of Weslaco assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, The City of Weslaco designates Mayor David Suarez as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for the Criminal Justice Division – Violence Against Women Training Grant to the Office of the Governor.

Grant Number: 3814702

Passed and Approved this 4th day of February 2020.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Myra L. Ayala, CITY SECRETARY

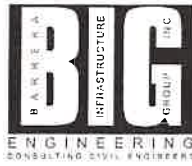
APPROVED AT TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: February 4, 2020		Agenda Item No. (to be assigned by CSO): 2020-12	
From: Rebekah De La Fuente			
Subject: Discussion and clarification of the Utility Policy Ordinance as codified under Article II Section 4 (5) (d) Utility Reimbursement Agreement Filing Deadline for Saltillo Plaza Subdivision and authorize the Mayor to execute any related documents. Possible action. (This item was tabled January 21, 2020; staffed by Planning and Code Enforcement Department.)			
Background: The developer of Saltillo Plaza is requesting to enter into a Utility Reimbursement Agreement. The subdivision for this property was recorded at County on November 20, 2019 and the building has already received its final inspection and certificate of occupancy. The developer of the property is requesting clarification of the ordinance regarding the timeline for filing a utility agreement. Notice was sent to the adjacent property owner on January 7, 2020.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega Rebekah De La Fuente Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Deny.			
Staff Recommendation: Staff is recommending clarification on the appropriate timeline for executing a Utility Reimbursement Agreement.			
Attachments, if any: Saltillo Plaza Reimbursement Request , Utility Policy Ordinance, Saltillo Plaza - Notice, SALTILLO REIMBURSEMENT CONTRACT			
Responsibilities upon Approval: Staff will advise the applicant.			



January 3, 2020

Rebekah de la Fuente, CFM
City of Weslaco Planning Director
255 South Kansas Avenue
Weslaco, Texas 78596

Re: Request Weslaco City Commission consider approval of a reimbursement agreement for Saltillo Plaza Subdivision

Dear Rebekah,

On behalf of my client, I am respectfully requesting that the City of Weslaco City Council consider clarifying Article II Section 4 (5) (d) of the Weslaco City Ordinance in regards to time filing of reimbursement agreements with the City of Weslaco and possible action regarding the approval of the Sanitary Sewer Reimbursement Agreement for Saltillo Plaza Subdivision.

The owner of the property invested considerable funds to extend sanitary sewer facilities to the subdivision and is seeking fair and equitable reimbursement for future connections to this sanitary sewer line. The ordinance is not clear with respect to the timeline approval of reimbursement agreements and we would respectfully request approval of the reimbursement agreement for the post recording of Saltillo Plaza Subdivision. Please do not hesitate to contact me should you have any questions or concerns.

Sincerely,

 1/3/20

Rene Barrera, P.E.
Barrera Infrastructure Group, Inc.
Texas Engineering FIRM No.: F-6435



ARTICLE II. - UTILITY POLICY

Section I. - Definitions:

- (a) *Utilities* : Pertaining to the installed cost including: Labor, ditching, engineering, and material of line, fire hydrants, valves [valves], fittings, lift station, and other appurtenances necessary to furnish water and sewer service to a subdivision.
- (b) *Developer's cost* : The total cost of utilities sufficient to provide service (including fire protection).
- (c) *City's cost* : The total cost of utilities in excess of the the size required of the developer.
- (d) *Total cost* : Includes engineering and contingencies.
- (e) *City or city's share* : These words are always synonymous with the City of Weslaco Public Utilities.
- (f) *Urban subdivision* : A subdivision within the corporate limits of the City of Weslaco.
- (g) *Suburban subdivision* : A subdivision lying in whole or in part within extraterritorial jurisdiction of the City of Weslaco.
- (h) *Completed residential unit* : The completion of construction of a residential (including apartment) unit and connected to the system.
- (i) *Ordinance* : City of Weslaco Ordinance No. 75-4, Subdivision Ordinance.

Section II. - Extension to commercial developments within the corporate limits of the City of Weslaco shall be in the manner herein prescribed:

- (a) The developer will pay one hundred percent (100%) of the total cost of extensions from existing city utilities for utilities sufficient to provide service (including fire protection) and the city will pay for utilities in excess of the size required of the developer. The cost to the developer will be recoverable at the rate of twenty percent (20%) of the developer's cost per year for five (5) years.
- (b) Provision for right-of-way acquisition shall be in the manner herein prescribed: It shall be the developer's obligation to acquire right-of-way needed to extend utility lines from their present terminus or nearest location to developer's property, the cost of which shall be reimbursable as above set forth. The cost of such right-of-way, the location and width of same, shall be first subject to approval of city. Should

developer be unable to acquire the needed right-of-way, the city may, at its election, assist in acquiring same.

- (c) The provision for payment to the city shall be in the manner herein prescribed: The developer shall pay in cash or provide an unconditional guarantee from a financial institution, approved by the city, the developer's share for the utility extensions as determined by the city. Such guarantee shall be filed with the city manager in letter form from the financial institution and signed by its principal loan officer. The letter shall state the name of the subdivision and shall list the improvements which the developer is required to provide. This payment or guarantee must be filed with the general manager of Weslaco Public Utilities prior to final plat approval.
- (d) Provisions for repayment to the developer shall be made in the manner herein prescribed: The developer's cost will be recoverable from the city on the basis of twenty percent (20%) per year of the developer's cost on September 1st. The developer will be eligible for repayment only upon filing a written request for repayment, on or before August 1st. A developer will be eligible for repayment for a period of five (5) years beginning upon the date of final plat approval, the developer forfeits all claims for repayment [sic] Repayment will be in cash or as otherwise mutually agreed.

Example:

Developer's Cost

6 inch water line 1320 feet × \$2.32	=	\$3,102.00
8 inch sewer line 1320 feet × \$2.50	=	<u>\$3,300.00</u>
	Total	\$6,402.00

City's Share

Difference between 6 inch and 8 inch water			
	1320 feet × \$0.65	=	\$858.00

Difference between 8 inch and 12 inch sewer			
	1320 feet × \$2.20	=	<u>\$2,640.00</u>
	Total		\$3,498.00

Initial Outlay:		
	Developer	\$6,402.00
	City	<u>\$3,498.00</u>
	Total	\$9,900.00

The transfer of initial outlay from the city to the developer at the rate of 20% of the developer's cost per year for five (5) years is reflected below:

Year	Developer	City
1	\$5,122.00 20%/year	\$4,778.00
2	\$3,842.00 recovery to	\$6,058.00
3	\$2,652.00 the developer:	\$7,338.00
4	\$1,282.00 \$1,280.00/year	\$8,618.00
5	—0—	\$9,900.00

Section III. - Suggested policy in urban subdivisions:

- (a) Developers shall pay the entire cost of compliance with the ordinance within their subdivisions. Utilities will be constructed to meet city specifications and requirements.
- (b) Extension from existing city utilities will be at cost to the developer; he will, however, be eligible to recover four percent (4%) of the total cost of the utility extension per completed residential unit up to a maximum of one hundred percent (100%).

Example A—A developer's property is 1,000 feet from the nearest utility and the cost of extending service to his property is \$3,000.00. He is going to develop 25 units. $4\% \text{ per lot} \times 25 \text{ units} = 100\%$, $100\% \times \$3,000.00 = \$3,000.00$ returned to the developer upon completion.

Example B—A developer's property is 1,000 feet from the nearest utility and the cost of extending service is \$3,000.00. He is going to develop 15 units. $4\% \text{ per unit} \times 15 \text{ units} = 60\%$, $60\% \times \$3,000.00 = \$1,800.00$ returned to the developer upon completion.

- (c) Provisions for right-of-way shall be in the manner herein prescribed: It shall be the developer's obligation to acquire right-of-way needed to extend utility lines from their present terminus or nearest location to developer's property, the cost of which shall be reimbursable as above set forth. The cost of such right-of-way, the location and width of same, shall be first subject to approval of city. Should developer be unable to acquire the needed right-of-way, the city may, at its election, assist in acquiring same.
- (d) The provision for payment to the city shall be in the manner herein prescribed: The developer shall pay in cash or provide an unconditional guarantee from a financial institution, approved by the city, the total cost of the utility extensions as determined by the city. Such guarantee shall be filed with the city manager in letter form from the financial institution and signed by its principal loan officer. The letter shall state the name of the subdivision and shall list the improvements which the developer is required to provide. This payment or guarantee must be filed with the city manager prior to final plat approval.
- (e) Provision for repayment to the developer shall be made in the manner herein prescribed: The city will repay the developer on a basis of four percent (4%) per completed residential unit annually on September 1st. The developer will be eligible

for repayment, listing the subdivision and units developed, on or before August 1st. A developer will be eligible for repayment for a period of five (5) years beginning upon the date of final plat approval, the developer forfeits all claims for repayment [sic]. Repayment will be in cash or as otherwise mutually agreed.

ARTICLE III. - UTILITY EXTENSIONS

Footnotes:

--- (3) ---

Editor's note— Ord. No. 93-11, §§ 1—6, adopted Aug. 19, 1993, did not specify manner of codification, but has been included following the subdivision ordinance, App. B, at the city's instruction.

Section 1. - Title.

This ordinance [shall] be entitled the utility extension ordinance.

(Ord. No. 93-11, § 1, 8-19-1993)

Section 2. - Definitions.

- (A) *City or city's share* : These words are always synonymous with the City of Weslaco.
- (B) *Developer* : The person requesting the extension of utilities.
- (C) *Ordinance* : City of Weslaco Ordinance No. 75-4, subdivision ordinance.
- (D) *Pro rata share* : The portion of the cost of improvements that has been assessed to each individual property owner.
- (E) *Total cost* : The actual cost of the utility including engineering, administrative and contingency costs.
- (F) *Utilities* : Pertaining to the installed cost including: labor, ditching, engineering, and material of line, fire hydrants, valves, fittings, lift station, and other appurtenances necessary to furnish water and sewer service to a subdivision, plus any administrative charges.

(Ord. No. 93-11, § 2, 8-19-1993)

Section 3. - City participation in costs for oversized utility extensions.

The city will pay for utilities in excess of the size required by the developer based on the

following guidelines:

- (A) The city will only participate in the first one-half-mile of extension. Any additional costs incurred for installation of oversized utilities beyond the one-half-mile limit of participation will be borne by the developer unless the city agrees to participate for a greater distance.
- (B) The city is not obligated to pay for or participate in the cost of oversized lines if sufficient funds specifically for utility extensions are unavailable.
- (C) The city is not obligated to pay for or participate in the cost of an oversized utility extension when in the opinion of the engineering department the extension is not in the public interest.

(Ord. No. 93-11, § 3, 8-19-1993)

Section 4. - Extension of utilities to developments or properties shall be in the manner herein prescribed.

- (A) The cost to the developer or the person requesting the extension:
 - (1) The developer shall be responsible for extending utilities from existing utilities in accordance with the City of Weslaco master plan including all costs of right-of-way acquisition and fire hydrants both off-site and on-site and other necessary appurtenances.
 - (2) It shall be the developer's obligation to acquire right-of-way needed to extend utility lines from their present terminus or nearest location to developer's property, the cost of which shall be reimbursable as set forth above. The location, width and cost of such right-of-way, shall be subject to approval of the city. Should the developer be unable to acquire the needed right-of-way, the city may, at its option, assist in acquiring same.
 - (3) The developer shall pay in cash or provide an unconditional guarantee from a financial institution, approved by the city, for the developer's share of the utility extensions as determined by the city. Such guarantee shall be filed with the city engineer in letter form from the financial institution and signed by its principal loan officer. The letter shall state the name of the subdivision and shall list the improvement which the developer is required to provide. This payment or guarantee must be filed with the city engineer prior to final plat approval.
 - (4) However, the developer may request of the city to participate in the cost of such utilities. The city may elect to participate in the cost of such utilities either by

paying for the difference in oversizing, when such oversizing is required, or by [participating] jointly in such venture when in the opinion of the city commission that such utilities are in the best interest of the city and are needed to facilitate other city projects. However, the city's participation shall be limited to no more than fifty (50) percent of the cost of the off-site utilities.

- (5) Developers may be eligible for reimbursement fee for any off-site utility extension from properties determined to be within the service area of such utilities, provided that:
 - (a) The developers request must receive approval from the city commission.
 - (b) The reimbursement schedule is to be prepared by the city engineer.
 - (c) Pro rata share for off-site water and sanitary sewer lines shall be calculated in accordance with the attached Schedule I. Lift stations and forcemains pro rata costs shall be calculated on acreage only.

Editor's note— Schedule I is not set out herein, but is on file and available for inspection in the office of the city secretary and the engineering department.

- (d) Reimbursement fees are to be collected by the city from the property in the service area at the time of subdivision approval of such properties or at the time of permit application for construction in the properties in the service area.
- (e) The city will disburse such reimbursement fees collected to the developer in the same percentage as construction contribution by the developer of subject utilities.
- (f) The reimbursement schedule shall be based on actual construction cost to be submitted to the city engineer.
- (g) The developer shall be eligible to receive reimbursement fee for a period of ten (10) years from the time of completion of subject utilities.
- (h) The city shall notify the developer when a subdivision is approved or when a building permit is issued if reimbursement fees are due and the city shall not be held responsible for failure to collect reimbursement fees from the properties where reimbursement fees were due unless the developer gives notice in writing to the city of such requirements within thirty (30) days of the commencement of construction of utilities.

- (B) The cost to property owners where utilities are made available by the extension:

- (1) A pro rata charge shall be assessed to each property where utilities are made available. The charge will be made according to the terms of the attached Schedule I.

Editor's note— Schedule I is not set out at length herein, but is on file and available for inspection in the offices of the city secretary and the engineering department.

- (2) The city may connect any future customer reasonably served from the utility extension, provided the customer has paid the pro rata charge and tapping fee.
- (3) Any customer not contributing the pro rata charge at the time of installation of the utility extension who requests service at a later date, must pay the pro rata charge in full plus an additional fifteen percent (15%), plus the tapping fee before service will be installed. The fifteen percent (15%) surcharge will be retained by the city to defray the cost of bookkeeping for the utility extension and will be excluded from the computations for refunds.
- (4) Any condition not covered by these regulations or of such a nature that would result in an inequitable pro rata charge to any customer, will be negotiated by the city commission at the time of installation of a proposed line extension.

(Ord. No. 93-11, § 4, 8-19-1993)

Section 5. - Utilities within a subdivision.

Developers shall pay the entire cost of the provision of utilities and of compliance with the subdivision ordinance, within their subdivision.

(Ord. No. 93-11, § 5, 8-19-1993)

Section 6. - Construction standards.

Utilities will be constructed to meet city specifications and requirements.

(Ord. No. 93-11, § 6, 8-19-1993)

Section 7. - Lift stations constructed by the City of Weslaco.

The City of Weslaco has the right to construct lift stations in service areas that will benefit from larger lift stations. If the City of Weslaco determines that an area will benefit from a larger lift station, the City of Weslaco can construct the lift station and seek reimbursement of the cost of the lift station from persons, companies or developers that need to tie into the lift station. The city

engineer will develop a formula for reimbursement based on the number of gallons a development or a tract of land will deposit into the lift station.

(Ord. No. 2007-42, § 1(7), 9-4-2007)

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Letty Lopez, Mayor Pro-Tem, District 5
Leo Muñoz, Commissioner, District 1
Greg Kerr, Commissioner, District 2
Jose "J.P." Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

PLANNING DEPARTMENT

January 7, 2020

Legal Notice

Edna Salas
PO BOX 146
Weslaco, Texas 78599-0146

Dear Occupant:

The Weslaco City will be discussing an item on Tuesday, January 21, 2020, at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following request:

Utility Reimbursement Agreement:

Rene Barrera, BIG Engineering is requesting to enter into a Utility Reimbursement Agreement with the City of Weslaco for 1320 N Dolores Huerta Avenue also being Lot 1, Saltillo Plaza Subdivision, Weslaco, Hidalgo County, Texas. The proposed agreement would require each property owner connection to the extended utility line to pay a pro-rated fee to the developer of Saltillo Plaza.

The public is hereby invited to attend and express their support or opposition to the request. You may also file a written notice supporting or protesting this action. For more information please call the Planning Department at (956) 447-3403.

Si desea información en español, por favor llame al departamento de Planeación de la ciudad de Weslaco, (956) 447-3403.

Sincerely,

Rebekah de la Fuente, CFM
Planning Director



"The City on the Grow"

CITY OF WESLACO
REIMBURSEMENT CONTRACT

STATE OF TEXAS

COUNTY OF HIDALGO

THIS CONTRACT, is made and entered into by and between the CITY OF WESLACO, a municipal corporation, as authorized by Resolution of its City Council, hereinafter called the CITY and Saltillo Developers, LLC hereinafter called DEVELOPER.

WITNESSETH:

WHEREAS, DEVELOPER is the developer of the following described property:___
Saltillo Plaza Subdivision (Doc No. 3065735) and has extended Sanitary Sewer Utilities as shown on plans for said subdivision development prepared by Barrera Infrastructure Group, Inc. and dated December 3, 2019 together with all necessary appurtenances herein called the IMPROVEMENTS from its present terminus to the above described property; and

WHEREAS, the actual cost of such IMPROVEMENTS and the amount to be paid therefore respectively by the CITY and the DEVELOPERS is shown on Exhibit A, attached hereto and made a part hereof; and

WHEREAS, in keeping with City policy, individuals who seek the extension of such IMPROVEMENTS to or adjacent to their property must advance the cost of construction thereof, and any individual who wishes to utilize the IMPROVEMENTS must participate in the original cost by reimbursing the DEVELOPER within ten years of the date of completion of the improvements or the CITY of WESLACO after that date.

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS

The DEVELOPER has installed Sanitary Sewer Utilities along with other necessary improvements at a cost of \$ 33,513.50 for the DEVELOPER, which IMPROVEMENTS shall become the property of the City.

When the installation of the above described IMPROVEMENTS has been completed and are operational and the CITY has approved their installation, the CITY promises and agrees to reimburse the DEVELOPER according to the schedule shown as EXHIBIT A which refers to the area map labeled EXHIBIT B attached hereto and made a part hereof any pro rata share of the cost of the IMPROVEMENTS that shall be paid by any other property owner to the CITY, upon approval of a subdivision plat or upon application of City permits, services or the issuance of a certificate of compliance for property not subject to the approval of a subdivision plat which results in the use of the improvements installed by the DEVELOPER provided the reimbursement occurs within ten years of the date of completion of the IMPROVEMENTS. After that date reimbursements will continue on the same basis, but such reimbursed amounts will be retained by the City of WESLACO to offset booking costs and maintenance of the CITY.

CITY and DEVELOPER agree that this Reimbursement Contract is full assignable. Such assignment shall become effective as to the City upon receipt of notice to CITY of such assignment as set forth herein.

Any notice to be given herein shall be in writing and shall be given by depositing same with the United States Postal Service, postage prepaid, via first class mail and certified, with return receipt requested. Notice required to be given herein shall be addressed as follows:

TO CITY:

City of WESLACO
255 South Kansas Avenue
Weslaco, Texas 78596

TO DEVELOPER:

Saltillo Developers, LLC
1804 North 23rd Street
McAllen, Texas 78501

DEVELOPER further agrees to give written notice to City of any and all changes of mailing address of DEVELOPER. In the event of assignment of this Reimbursement Contract, Assignee shall give written notice to CITY of Assignee's mailing address, and all subsequent changes thereof. In the event that reimbursement is made to CITY for the IMPROVEMENTS and CITY is unable to give notice of such reimbursement to DEVELOPER or DEVELOPER'S Assignee, due to the failure of DEVELOPER or Assignee to provide CITY with written notice of current mailing address as required herein above, CITY will publish a Notice of Reimbursement to DEVELOPER or Assignee, at the address as provided to CITY, on one (1) occasion, in a newspaper of general circulation within the CITY of WESLACO.

If, within thirty (30) days of publication of said Notice of Reimbursement, the party named therein fails to give notice to CITY of that party's current mailing address, all funds then held by CITY for reimbursement of the IMPROVEMENTS shall become property of CITY, without recourse by any party otherwise entitled to such funds by virtue of this Reimbursement Contract.

WITNESS OUR HANDS in duplicate originals this _____ day of _____,

20____.

CITY OF WESLACO

By: _____

ATTEST:

City Secretary

DEVELOPER: Saltillo Developers, LLC.

By: _____

Name: Roberto Garza

Title: Member

BARRERA INFRASTRUCTURE GROUP, INC.

6521 NORTH 10TH STREET, STE. C
McAllen, Texas 78504
956-687-3355

EXHIBIT A

SALTILLO PLAZA CONSTRUCTION COST
APPLICABLE REIMBURSEMENT FOR UTILITY EXTENSION

Description: ADRIANA GARZA - SALTILLO PLAZA
Project: 0.95 ACRE TRACT OF OF DOLORES HUERTA AVENUE
By: RENE BARRERA, P.E.
Date: DECEMBER 9, 2019

ITEM #	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
	I. SANITARY SEWER - (TRACT I & TRACT II)				
1	8" PVC SDR 26 Sanitary Sewer extension	LF	874	\$ 16.00	\$ 13,984.00
2	Fiberglass Sanitary Sewer Manhole (6-8 FT)	EA	4	\$ 4,500.00	\$ 18,000.00
3	Trench Safety	LF	874	\$ 1.75	\$ 1,529.50
II. TOTAL SANITARY SEWER :					\$ 33,513.50

SANITARY SEWER PRO RATA SHARE

TOTAL SERVICE AREA = 1.65 ACRES (TRACT I & II)

TOTAL COST - \$33,513.50

TOTAL COST PER ACRE FOR EXTENSION = \$33,513.50 / 1.65 ACRES = \$20,311.21 PER ACRE

TRACT I - SALTILLO DEVELOPERS = 0.95 AC X \$20,311.21 PER ACRE = \$19,295.65 SHARE FOR TRACT I

TRACT II - EDNA SALAS = 0.70 AC X \$20,311.21 PER ACRE = \$14,217.84 SHARE FOR TRACT II



[Handwritten Signature]

12/9/19

TxFirm No: 6435

SALTILLO PLAZA
SANITARY SEWER Reimbursement
CALCULATIONS.



Standardized Agenda Request Form

Date of Meeting: February 4, 2020		Agenda Item No. (to be assigned by CSO): 2020-9	
From:			
Subject: Discussion and consideration on Ambulance Services Agreement between City of Weslaco and VHS Harlingen Hospital Company, LLC dba Valley Baptist Micro-Hospital Weslaco for ambulance transportation services and authorize the Mayor to execute any related documents. Possible action. (This item was tabled January 21, 2020; staffed by Fire Department.)			
Background: Ambulance Services Agreement between City of Weslaco and VHS Harlingen Hospital Company, LLC dba Valley Baptist Micro-Hospital Weslaco for ambulance transportation services. Emergency Transportation needs from Micro Hospital Weslaco to main campus Valley Baptist Hospital (Harlingen) or any facility in region in cases of greater services required for patient care.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega		Created/Initiated	
Antonio Lopez		Approved	
Mike Perez		New	
City Manager Comments: Deny.			
Staff Recommendation:			
Attachments, if any: Ambulance Services Agreement			
Responsibilities upon Approval:			

AMBULANCE SERVICES AGREEMENT

THIS AMBULANCE SERVICES AGREEMENT ("Agreement") is made and entered into as of the later of **January 03, 2020**, or the execution of the Agreement by both parties (the "Effective Date") between **VHS Harlingen Hospital Company, LLC**, a limited liability company, doing business as **Valley Baptist Micro-Hospital Weslaco** ("Hospital") and **City of Weslaco** ("Company").

RECITALS:

A. Hospital operates an acute care hospital known as Valley Baptist Micro-Hospital Weslaco and is in need of ambulance transportation services for patients discharged, transferred, or transported from Hospital (the "Services").

B. Company is an emergency services provider licensed by the Texas Department of State Health Services ("TDSHS") with experience in furnishing the Services in the State of Texas ("State"). Company operates a fleet of emergency medical services vehicles to furnish emergency and non-emergency ambulance transportation service, and Company employs emergency medical services personnel qualified and trained to provide the Services and licensed by TDSHS.

C. Company and Hospital agree that it is in the best interest of Hospital's ability to provide quality patient care in a cost-effective and efficient manner for Hospital to contract with an entity to provide the Services.

NOW, THEREFORE, for and in consideration of the recitals above and the mutual covenants and conditions contained herein, Hospital and Company agree as follows:

1. COMPANY'S OBLIGATIONS.

a. **Services.** Hospital hereby engages Company to provide the Services for Hospital patients as requested by Hospital, and Company hereby accepts such engagement and agrees to provide said Services in accordance with the terms and conditions of this Agreement. Company shall provide said Services through employees and/or contractors of Company (collectively, "Company Staff") who are qualified and appropriately licensed to perform all functions assigned to them by Company in connection with the provision of Services by Company hereunder. In addition, Company shall provide Hospital with documentation of all Services rendered hereunder; such documentation shall be submitted to Hospital on at least a monthly basis, and shall be in the form, and contain the information, requested by Hospital. Company will provide the aforesaid Services in part or in whole for patients in Hospital's service area.

b. **Applicable Standards.** Company and its Company Staff agree that all Services provided pursuant to this Agreement shall be performed in compliance with all applicable standards set forth by law or ordinance or established by the rules and regulations of

199078-0

any federal, State or local agency, department, commission, association or other pertinent governing, accrediting, or advisory body, including The Joint Commission, having authority to set standards for health care facilities.

c. **Records and Reports.** Company shall provide or cause to be provided to Hospital all records and reports requested by Hospital. Company's records of billings and receipts relating to the Services performed hereunder shall be available to Hospital upon request. Company agrees that all records and reports required by this Subsection shall be the exclusive personal property of Hospital.

d. **Use of Premises.** Neither Company nor Company Staff shall use, or knowingly permit any person under its direction to use, any part of Hospital's premises for any purpose other than the performance of the Services for Hospital, its patients and its private physicians pursuant to this Agreement. Hospital and Company acknowledge that, in addition to the Services provided hereunder at Hospital's request for patients discharged or transferred from Hospital, Company and its Company Staff transport and deliver patients to Hospital and transport from Hospital at the request of or on behalf of such patients or their families or health care providers other than Hospital; and that neither Company or its Company Staff are prohibited from performing such other services or limited in the performance of those services or the use of Hospital's premises to perform such services. Hospital is not responsible for payment for any such services not requested by Hospital.

e. **Representations and Warranties.** Company represents and warrants to Hospital as follows: (i) neither Company nor any Company Staff is bound by any agreement or arrangement which would preclude Company or any Company Staff from entering into, or from fully performing the Services required under, this Agreement; (ii) neither Company nor any Company Staff's license or certification in the State or in any other jurisdiction has ever been denied, suspended, revoked, terminated, relinquished under threat of disciplinary action, or restricted in any way; (iii) Company and Company Staff have, and shall maintain throughout this Agreement, all appropriate federal and State licenses and certifications which are required to perform the Services under this Agreement; (iv) all drivers employed by Company to provide the Services under this Agreement will at all times hold valid drivers' licenses, with appropriate passenger endorsements, issued by the State Department of Public Safety ("DPS"). All vehicles used by Company will be properly maintained and will comply with all applicable regulations and inspections requirements of the DPS and Texas Department of Transportation ("TxDOT") and any other applicable governmental or non-governmental agencies; (v) Company shall compensate any physician affiliated with Company, including but not limited to any physician shareholder, member, partner, employer and/or independent contractor, in a manner that is commercially reasonable and consistent with fair market value, and that does not vary with or reflect or relate to either directly or indirectly, the volume or value of any actual or anticipated patient referrals to, or other business generated for, the Hospital; (vi) Company shall comply with all relevant claims submission and billing laws and regulations. Company further represents to Hospital that the compensation paid or to be paid by Company to any physician is and will, at all times during the term of the Agreement, be fair market value for services actually provided by such physician, not taking into account the value or volume of referrals or other

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business generated by such physician for Hospital. Company represents to Hospital that Company has and will at all times maintain a written agreement with any physician receiving compensation from Company who is not an employee of Company (e.g., each non-employed independent contractor), which written agreement is or will be signed by the parties, and does or will specify the services covered by the arrangement. Company further represents that with respect to employees of Company with whom Company does not have a written employment agreement, the employment arrangement is or will be for identifiable services and is or will be commercially reasonable even if no referrals are made to Company by the employee.

f. **Hospital Employees; Company Staff Obligations.** Company shall not solicit the services of, nor employ or procure on behalf of another, the employment of any individual currently employed by Hospital or under a service contract with Hospital; nor shall Company or any of the Company Staff engage in any other activity which would be in conflict with its respective obligations hereunder. Company shall cause all Company Staff to comply with the terms and conditions of this Agreement.

g. **Provision of the Services.** (i) Company will staff each ambulance with at least two (2) Company Staff who are certified with the State Department of Health to perform ambulance duties as required hereunder; (ii) Company Staff supplied by Company shall hold a minimum certificate of training as an Emergency Medical Technician. For situations requiring a higher level of care, Company Staff shall be certified as EMT-Special Skills or EMT-Paramedic; (iii) it shall be the responsibility of Company to ensure that all Company Staff are qualified to provide transport and emergency services; (iv) Company shall agree to maintain each ambulance with all emergency equipment and supplies for handling patient emergencies; (v) if Company does not have available specialized equipment needed for transport of a patient, Company shall immediately notify Hospital, and Hospital will contact another provider that has the necessary equipment; (vi) Company will provide emergency and non-emergency medical transportation to designated patients of Hospital. Transports may be of an emergent nature, or pre-scheduled non-emergencies; (vii) Company shall respond to emergency calls within thirty (30) minutes, and within sixty (60) minutes for non-emergent calls. Notwithstanding the foregoing, Hospital may request shorter response times for individual situations and patients. If Company is unable to respond within the time frame required or specifically requested, it must immediately notify Hospital, in which instance Hospital may retain another Company that can timely provide the necessary services; (viii) it is Company's responsibility to immediately notify the Hospital of any foreseeable delays in responding; (ix) it shall be the responsibility of Company to supply Hospital patients with totally operable and comfort-controlled ambulances, including air conditioning, and in the event Company fails to satisfy this provision, there shall be no charge for the transport; and (x) it shall be the responsibility of Company to promptly return any Hospital equipment used during transport, or Hospital personnel required to accompany patient during same, to Hospital. Company agrees to reimburse Hospital for any equipment which is lost, broken, not returned, or otherwise missing after the transport. Cost for such equipment shall be at replacement value.

2. **COMPANY'S COMPENSATION.**

a. **Fees.** For the Services rendered pursuant to this Agreement, when required or permitted by applicable law or regulation, Company will bill the patient, the patient's financially responsible party, or any available insurance or third-party payment source including but not limited to third-party insurance, Medicare Part B, or Medicaid. Hospital will cooperate with Company in obtaining and sharing billing information regarding patients, financially responsible parties, insurance, and other third-party payments sources for patients transported by Company. In the event of transports for which Hospital is responsible to provide, transports that Company is prohibited from billing directly to Medicare Part B, Medicaid or any other available insurance or third-party payment source, transports for which no such sources for payment are available, or transports for which Hospital has otherwise agreed (in advance and in writing) to be responsible for payment for any other reason, Hospital shall pay Company as its sole compensation hereunder, in accordance with the rates described in and in effect from time to time in Schedule 1, attached hereto and made a part hereof. Said rates described in Schedule 1 shall not be applicable to billings to the patient, the patient's financially responsible party, or any available insurance or third-party payment source. These rates are all-inclusive prices for ambulance services, and cover any and all personnel, equipment, and supplies that may be required during the transport. Notwithstanding the foregoing, no compensation shall be payable to Company for any Services for which Company has not submitted such documentation as reasonably required by Hospital, including, without limitation, the IRS Form W-9 "Request for Taxpayer Identification Number and Certification."

b. **Entire Compensation.** Company shall have the sole responsibility to compensate Company Staff. Company reserves the right, in its sole discretion, to determine the compensation payable to each Company Staff. Company hereby agrees to indemnify and hold Hospital harmless from any and all claims, costs and/or liability suffered or incurred by Hospital in connection with any claims for compensation by Company Staff for the Services rendered hereunder. The indemnification obligations herein stated in this Subsection shall survive the termination and/or expiration of this Agreement.

c. **Managed Care.** Company shall participate in all third-party payment or managed care programs in which Hospital participates, render the Services to any and all patients covered by such programs, and accept the payment amounts provided for under these programs as payment in full for the Services of Company to program patients.

3. **TERM.** The term of this Agreement ("Term") shall be **two (2) years** commencing on the Effective Date. If the parties continue to abide by the terms and conditions of this Agreement without having executed a renewal or extension of this Agreement or advised the other party of such party's intent not to renew or extend this Agreement, then this Agreement shall automatically be extended on a month-to-month basis for up to six (6) months.

4. **TERMINATION.**

a. **Termination Without Cause.** Either party may, in its sole discretion, terminate this Agreement without cause by giving the other party at least **sixty (60) days'** prior written notice.

b. **Termination for Breach.** Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

c. **Termination for Changes in Law.** In the event that any governmental or nongovernmental agency, or any court or administrative tribunal passes, issues or promulgates any new, or change to any existing, law, rule, regulation, standard, interpretation, order, decision or judgment (individually or collectively, "Legal Event"), which a party (the "Noticing Party") reasonably believes (i) materially and adversely affects either party's licensure, accreditation, certification, or ability to refer, to accept any referral, to present a bill or claim, or to receive payment or reimbursement from any governmental or non-governmental payor, or (ii) indicates a Legal Event with which the Noticing Party desires further compliance, then, in either event, the Noticing Party may give the other party thirty (30) days prior written notice of its intent to amend or terminate this Agreement. Notwithstanding the foregoing, the Noticing Party may propose an amendment to the Agreement to take into account the Legal Event, and, if accepted by the other party prior to the end of the thirty (30) day notice period, the Agreement shall be amended as of the date of such acceptance and if not amended shall automatically terminate.

d. **Effect of Termination.** As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except: (a) as otherwise provided herein; (b) for rights and obligations accruing prior to such effective date of termination; and (c) arising as a result of any breach of this Agreement.

5. **COMPANY'S STATUS.** Company and each Company Staff shall act at all times under this Agreement as independent contractors. The parties agree that Hospital shall not have and shall not exercise any control or direction over the manner or method by which each Company Staff provides the Services. However, Company shall require all Company Staff to perform at all times in accordance with currently approved methods and standards of practice for the Services in the medical community. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

6. **INSURANCE.**

a. Company shall secure and maintain at all times during the Term, at Company's sole expense, commercial general liability insurance, covering Company, all Company Staff and all of Company's employees, with a carrier licensed to do business in the State and having at least an "A" BEST rating, at the following limits:

Commercial General Liability Insurance covering bodily injury and property damage to third parties and including Products/Completed Operations, Blanket Contractual Liability, and Personal/Advertising Injury:

\$1,000,000 per occurrence; \$1,000,000 general aggregate
and
\$1,000,000 per occurrence Personal/Advertising Injury
\$1,000,000 Products/Completed Operations aggregate

Such insurance shall name Hospital as an Additional Insured and shall not be cancelable except upon thirty (30) days' prior written notice to Hospital. Such coverage shall be primary and non-contributory. Company shall annually provide Hospital a certificate of insurance evidencing such coverage and coverage extensions.

b. Company shall also secure and maintain at all times during the Term, at Company's sole expense, workers' compensation and employers' liability insurance covering Company's employees and all Company Staff, with a carrier licensed to do business in the State and having at least an "A" BEST rating, at the following limits:

Workers' Compensation:	Statutory limits
Employers' Liability:	\$1,000,000 each accident; \$1,000,000 disease policy limit; \$1,000,000 disease each employee

Such coverage shall be placed as an actual Workers' Compensation policy, not as a health benefits policy, and shall be endorsed to include (1) a waiver of subrogation in favor of Hospital, and (2) a thirty (30)-day notice of cancellation. Such coverage shall be primary and non-contributory. Company shall annually provide a certificate of insurance to Hospital evidencing such coverage and coverage extensions.

c. Company shall also secure and maintain at all times during the Term, at Company's sole expense, comprehensive auto liability covering Company, all Company Staff and all of Company's employees, and any vehicle which will be used in connection with this Agreement or which will be brought onto Hospital property, with a carrier licensed to do business in the State and having at least an "A" BEST rating, at the following limits:

\$1,000,000 per occurrence; \$3,000,000 aggregate or
\$3,000,000 Combined Single Limit

Policy shall include Physical Damage (Comprehensive/Collision) on all vehicles as well with a deductible no higher than \$500/claim or occurrence. Policy shall be endorsed (1) to include Hospital as an Additional Insured and (2) to afford a thirty (30)-day notice of cancellation. Such coverage shall be primary and non-contributory. Company shall annually provide a certificate of insurance to Hospital evidencing such coverage and coverage extensions.

d. Company shall secure and maintain at all times during the Term, at Company's sole expense, professional liability insurance covering Company, all Company Staff, all of Company's employees, and any Emergency Medical Technicians or Paramedics employed or utilized in connection with this Agreement, with a carrier licensed to do business in the State and having at least an "A" BEST rating, at the following limits:

\$1,000,000 per claim/occurrence and \$3,000,000 aggregate

Such insurance shall not be cancelable except upon thirty (30) days' prior written notice to Hospital. Such coverage shall be primary and non-contributory. Company shall annually provide Hospital a certificate of insurance evidencing such coverage and coverage extensions. This coverage shall be either (1) on an occurrence basis or (2) on a claims-made basis. If the coverage is on a claims-made basis, Company hereby agrees that prior to the effective date of termination of Company's current insurance coverage, Company shall purchase, at Company's sole expense, either a replacement policy annually thereafter having a retroactive date no later than the Effective Date or unlimited tail coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of Company's current coverage or prior to termination of this Agreement, and Company shall provide Hospital a certificate of insurance evidencing such coverage.

7. **ACCESS TO BOOKS AND RECORDS.** If the value or cost of Services rendered to Hospital pursuant to this Agreement is \$10,000 or more over a 12-month period, in accordance with section 1861(v)(1)(I) of the Social Security Act, Company agrees that at least for four (4) years after the furnishing of such Services, Company shall, upon written request, make available to the Secretary of the United States Department of Health and Human Services (the "Secretary"), the Comptroller General of the United States, or their respective duly-authorized representatives, such books, documents, and records as may be necessary to certify the nature and extent of the cost of such Services. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

8. **CONFIDENTIALITY.** Company and Company Staff agree to maintain and hold as confidential and to not disclose the terms of this Agreement or any confidential or proprietary information that Company or Company Staff may be provided during the term of this Agreement to any other person (with the exception of Company's or any Company Staff's legal counsel, accountant or financial advisors), unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to in writing by Hospital ("Confidential Information"). As between Hospital, its affiliates, and Company, any Confidential Information of Hospital or its affiliates or Data provided to or learned by Company for any purpose, in connection with any software pursuant to this Agreement, shall be deemed to be the exclusive property of Hospital. In no event shall Company claim any rights with respect to such Confidential Information or Data or take any action with respect to such Confidential Information or Data that is inconsistent with the duties of a bailee for hire or in addition to the services Company is authorized to provide under this Agreement, without prior written consent of Hospital or its affiliates. Additionally, Company shall not use, authorize to use or disclose the

199078-0

Data received from Hospital for the purpose of developing information or statistical compilations for use by third parties or other division or subsidiary of Company or for any commercial exploitation, unless otherwise agreed upon in writing by Hospital or its affiliates. Moreover, Company hereby waives any and all statutory and common law liens it may now or hereafter have with respect to data derived from Hospital's or any of its affiliate's Confidential Information or Data. For purposes hereof, "Data" means all tangible data elements belonging to Hospital or its affiliates under the terms of this Agreement. Data specifically includes, but is not limited to, patient identification information, patient medical records, financial information, business forecasts, personnel information, customer lists, marketing information, Medicare, Medicaid and other payor information, reimbursement information, and other information relating to the business of Hospital or any affiliate thereof or their respective patients, clients or customers. With respect to any patient or medical record information regarding Hospital patients, Company and Company Staff shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Hospital and its medical staff, regarding the confidentiality of such information, including, without limitation, all applicable provisions and regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

9. **ARBITRATION.** Any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof shall be determined and settled by final and binding arbitration in the county in which the Hospital is located in accordance with the Commercial Rules of Arbitration ("Rules") of the Judicial Arbitration and Mediation Services ("JAMS") before one arbitrator applying the laws of the State. The parties shall attempt to mutually select the arbitrator. In the event they are unable to mutually agree, the arbitrator shall be selected by the procedures prescribed by the JAMS Rules. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereof may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both parties. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

10. **INDEMNIFICATION.** Both parties mutually agree to indemnify and hold each other harmless from and against all liability, losses, damages, claims, causes of action, cost or expenses (including reasonable attorneys' fees), which directly or indirectly arise from the performance of the Services hereunder by the indemnifying party, its agents, servants, representatives and/or employees.

11. **DISCLOSURE OF TERMS OF AGREEMENT.** Neither Facility nor any Facility Staff shall refer to the existence of this Agreement or disclose its terms to any third party, including, without limitation, in any press release, advertising, marketing, publicity or other materials, without the prior written consent of Hospital. Neither party shall use the name, trade name, trademarks, service marks or logos of the other party or any of its affiliates in any press release, advertising, marketing, publicity or other materials, without the prior written consent of the other party. Facility shall not represent, directly or indirectly, that any product or service of Facility

199078-0

has been approved or endorsed by Hospital or any of its affiliates, without the prior written consent of Hospital.

12. **ENTIRE AGREEMENT; MODIFICATION; GOVERNING LAW, COUNTERPARTS; NOTICES; WAIVER; ASSIGNMENT.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. This Agreement shall be construed in accordance with the laws of the State, which provision shall survive the expiration or other termination of this Agreement. This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement. All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or deposited with the overnight courier, addressed at the place identified on the signature page below. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure. Company shall not assign or transfer, in whole or in part, this Agreement or any of Company's rights, duties or obligations under this Agreement without the prior written consent of Hospital, and any assignment or transfer by Company without such consent shall be null and void. This Agreement is assignable by Hospital without consent or notice.

13. **REFERRALS.** The parties acknowledge that none of the benefits granted Company hereunder are conditioned on any requirement that Company make referrals to, be in a position to make or influence referrals to, or otherwise generate business for Hospital or its affiliates.

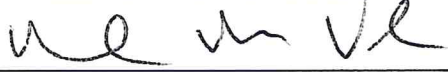
14. **NON-DISCRIMINATION.** Company agrees to treat in a nondiscriminatory manner any and all patients receiving medical benefits or assistance under any federal health care program.

15. **COMPLIANCE OBLIGATIONS.** Company represents it read, understands, and shall abide by Tenet's Standards of Conduct. The parties to this Agreement shall comply with Tenet's Compliance Program and Tenet's policies and procedures related to the Deficit Reduction Act of 2005, Anti-Kickback Statute and the Stark Law. Tenet's Standards of Conduct, summary of Compliance Program, and policies and procedures, including a summary of the Federal False Claims Act and applicable state false claims laws (collectively "False Claims Laws") with descriptions of penalties and whistleblower protections pertaining to such laws, are available at: <http://www.tenethealth.com/about/ethics-compliance>. Company shall require any employees providing services to Hospital to read the Standards of Conduct and information concerning Tenet's Compliance Program and abide by same. Further, the parties to this Agreement certify that they shall not violate the Anti-Kickback Statute and Stark Law, and shall abide by the Deficit Reduction Act of 2005, as applicable, in providing services to Hospital. Hardcopies of any information shall be made available upon request.

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16. **EXCLUSION LISTS SCREENING.** Company shall screen all of its current and prospective owners, legal entities, officers, directors, employees, contractors, and agents ("Screened Persons") against (a) the United States Department of Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities (available through the Internet at <http://www.oig.hhs.gov>), (b) the General Services Administration's System for Award Management (available through the Internet at <http://www.sam.gov>); and (c) any applicable state healthcare exclusion list (collectively, the "Exclusion Lists") to ensure that none of the Screened Persons are currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal healthcare programs or in Federal procurement or nonprocurement programs, or have been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but have not yet been excluded, debarred, suspended, or otherwise declared ineligible (each, an "Ineligible Person"). If, at any time during the term of this Agreement any Screened Person becomes an Ineligible Person or proposed to be an Ineligible Person, Company shall immediately notify Hospital of the same. Screened Persons shall not include any employee, contractor or agent who is not providing services under this Agreement.

VHS HARLINGEN HOSPITAL COMPANY, LLC
d/b/a VALLEY BAPTIST MICRO-HOSPITAL WESLACO

By: 

Name: Manuel Vela

Title: Chief Executive Officer

Date: 1-3-2014

Address: 2101 Pease Street
Harlingen, Texas 78550

CITY OF WESLACO

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

SCHEDULE 1

HOSPITAL PAID TRANSPORT RATES

The fees to be paid by Hospital (as opposed to fees to be paid by third party payors) for the Services identified below shall be the then-current Medicare rate for such Services, based on the CPT Code. As an example, the 2019 rates in effect as of the Effective Date of this Agreement are as follows:

Procedure Description	Code	Medicare 2019 Urban Base Rate
Ground mileage	A0425	\$7.55
Non-emergency transport, level 1 (ALS 1)	A0426	\$269.20
Emergency transport, level 1 (ALS1-emerg)	A0427	\$426.23
Non-emergency transport (BLS)	A0428	\$244.33
Emergency transport (BLS-emergency)	A0429	\$358.93
Emergency ALS 2	A0433	\$616.91



Standardized Agenda Request Form

Date of Meeting: February 4, 2020		Agenda Item No. (to be assigned by CSO): 2019-2839	
From: Andrew Muñoz			
Subject: Discussion and consideration to select a firm from the Request for Qualifications #2019-20-07 for Architectural / Engineering Design Services for a New Fire Station and Police Station with Municipal / Judicial Court and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)			
Background: City staff received city commission authorization to solicit qualifications for engineering/architectural design services for a new fire station and police station with municipal/judicial court. Qualifications were advertised for thirty (30) consecutive days on the city website and locally in the Advance News. Qualifications were due on December 19, 2019 at 3 pm. The city received 11 responses. Proposals received from: Martinez, Boultinghouse, Milnet, The Warren Group, Alvarado, Gignac, Negrete & Kolar, ERO, Megamorphosis, ARKIIForm, and EGV. Staff (City Manager, Asst. City Manager, Police Chief and Fire Chief) did review the proposals and has short listed the top four firms: Martinez, Boultinghouse, Milnet and Alvarado. All four firms have experience in designing Police and Fire Stations. Staff has attached the following matrix to be used in evaluating qualifications.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: November 20: Release Request for Qualifications (RFQ) November 20: First Advertisement of RFQ November 27: Second Advertisement of RFQ December 4: Pre-bid Conference at Purchasing Conference Room December 11: Requests for Clarifications Due December 19: Bids Due			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega Andrew Muñoz		Created/Initiated Approved	

Mike Perez	New
City Manager Comments: Approve selection of an Architectural / Engineering Design firm.	
Staff Recommendation: Staff recommends approval.	
Attachments, if any: Scoring Matrix RFQ 2019-20-07 Architectural / Engineering Design Services for a New Fire Station and Police Station with Municipal / Judicial Court	
Responsibilities upon Approval: Negotiate a contract with the highest rated firm(s) and/or prepare the top four (4) firms for interviews should the commission select to interview firms.	

City of Weslaco - Fire, PD & Municipal Court
RFQ NO.: 2019-20-07

Criteria and Weight	Alvarado	ArkIIForm	Boultinghouse	EGV	ERO
A. Experience in Fire, Police and Municipal/Judicial Court projects by individuals who would be assigned to this project (maximum 20 points)	#				
B. A suitably sized staff to meet the peak phases of work (maximum 5 points)	#				
C. Project experience by firm and individuals with governmental entities (maximum 15 points)	#				
D. Experience by firm and individuals with Fire, Police and Municipal/Judicial Court design and construction (maximum 20 points)	#				
E. Demonstrable systems and processes in-house for insuring quality and timely performance on projects (maximum 5 points)	#				
F. Familiarity with current MEP certification processes (maximum 5 points)	#				
G. Understanding of City's needs and appropriateness of Team's approach to this project (maximum 10 points)	#				
H. Track record of meeting deadlines and working within a budget, (maximum 10 points)	#				
I. Applicability and quality of references (maximum 10 points)	#				
Total Points	0	0	0	0	0

Gignac	Martinez	Megamorphosis	Negrete & Kolar	Milnet	TWG
0	0	0	0	0	0

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Letty Lopez, Mayor Pro-Tem, District 5
Leo Muñoz, Commissioner, District 1
Greg Kerr, Commissioner, District 2
Jose "J.P." Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

January 24, 2020

To: David Suarez, Mayor; Letty Lopez, Mayor Pro-Tem; Leo Muñoz, Commissioner; Greg Kerr, Commissioner; Jose Rodriguez, Commissioner; Adrian Farias, Commissioner; Josh Pedraza, Commissioner; Mike Perez, City Manager
CC: Jose M. Vela, Vidal Roman, Martin J. Mata
Fr: Arnoldo Becho, Library Director
Re: Authorization to Accept Insight Public Sector as the Vendor for Basic Network Maintenance and Equipment Services

The library annually participates in the ERate program which provides an approximately 80% to 90% discount for various technology services and equipment. Currently the next step in the process is to gain authorization to accept the most advantageous bidder for Basic Network Maintenance and Equipment Services. Insight Public Sector has submitted the best proposal in response to the library's Request for Proposal (RFP).

Two proposals were submitted in response to our RFP for Basic Network Maintenance and Equipment Services. The selected proposal was by Insight and the total project cost was \$91,240. The city will be responsible for approximately \$17,500 of the total project cost. **Please note that the city is recommending approval with the Palo Alto 3220 firewall option.** This option provides the best pricing. This is the best estimate of the city's responsibility that we can provide at this time. The proposal which was not selected was provided by Barcom and the total project cost was \$214,747.44

The city contribution for this project will come from within this year's and next year's budget because the term of this E-Rate cycle is from July 2020 to June 2021. We will not require any budget amendment or additional funds this fiscal year.

The library has been a successful partner with E-rate for over 10 years. The program has provided millions in cost savings and we look forward to seeing the partnership continue. Please feel free to contact me with any questions, I will be happy to provide additional information. Thank you for the time.

Arnoldo Becho
Library Director, City of Weslaco,
Phone: 956.973.3144,
Email: abecho@weslacopl.us

CITY OF WESLACO
MAYOR JOE V. SANCHEZ PUBLIC LIBRARY
BASIC NETWORK MAINTENANCE AND EQUIPMENT SERVICES - VENDOR REVIEW (RFP #2019-20-09)
E-RATE 2020 (ROUND 23) - TUESDAY, JANUARY 14, 2020 AT 10:00 A.M.

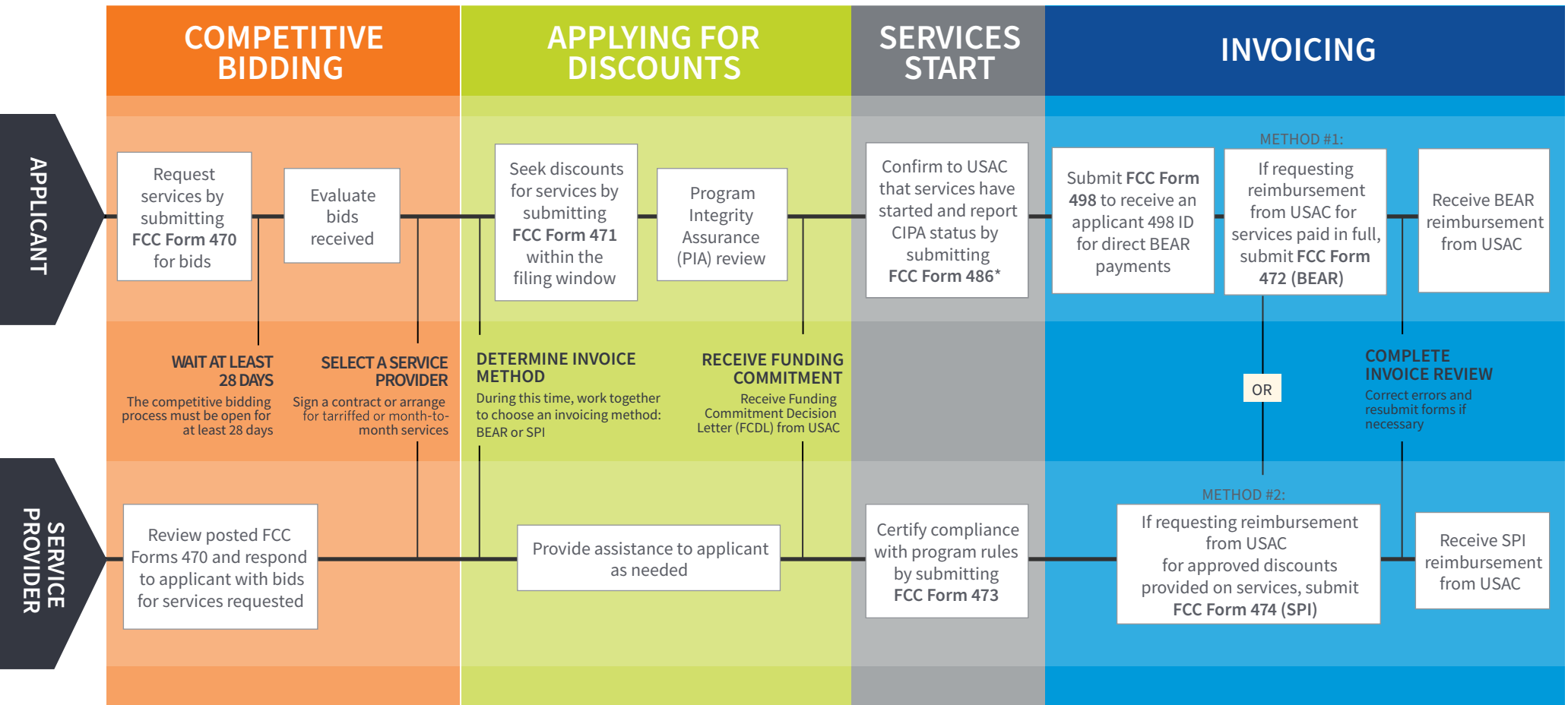
CRITERIA		PROSPECTIVE VENDORS					
	VENDORS NAME	Barcom	Score	Insight	Score		Score
1	Instructions to Vendors (5 points)		5		5		
	Vendor Background (20 points)						
1	Years in existence		2		2		
2	Head office location		2		2		
3	Billing office location		2		2		
4	Number of employees in company		1		1		
5	Employees in local site		1		1		
6	Employees in customer service		2		2		
7	Employees with technical certifications		1		2		
8	Employees in local site with tech certifications		1		2		
9	Dependent on 3rd party vendors		2		2		
10	List items excluded from maintenance		2		2		
	Section totals		16		18		0
1	References (5 points)		2		4		
	Repair/Response (10 points)						
1	Technician on site normal hours (response time)		2		1		
2	Technician on site outside normal hours		2		1		
3	Provide phone number for local pricing contact		2		2		
4	Provide repair person contact number		2		2		
5	Provide off-hours person contact number		2		2		
	Section totals		10		8		0
	Future Offerings (5 points)						
1	Future new technology advantage to the library		1		2		
2	Factors affecting future success		1		2		
	Section totals		2		4		0
	Market Differentiation (10 points)						
1	Summary of company history		2		2		
2	Distinctive features and services		2		2		
3	Other public libraries or education clients		1		2		
4	Invoicing methodology		2		2		
5	Company's mission statement		2		2		
	Section totals		9		10		
	Proposal and Pricing (45 points)		32		40		
	TOTAL SCORE		74		85		0

Schools and Libraries (E-rate) Program APPLICATION PROCESS

BEFORE YOU BEGIN:

APPLICANTS: Applicants must first have an entity number and an E-rate Productivity Center (EPC) account.

SERVICE PROVIDERS: Service providers must first obtain a Service Provider Identification Number (SPIN /service provider 498 ID) by submitting FCC Form 498.



FOR MORE INFORMATION:

- Website: The application process is broken down in detail for both applicants and service providers on the Schools and Libraries Program website (www.usac.org/sl).
- Glossary of Terms: Definitions for program terms and acronyms.
- *Consortium members report their CIPA status by submitting the FCC Form 479 to their consortium leader. The consortium leader then files the FCC Form 486.
- To adjust funding commitments and/or modify the dates for receipt of services after the FCDL is issued, file the FCC Form 500.



PREPARED FOR

Mayor Joe V. Sanchez Public Library

Request for Proposal # 2019-20-09 for
Mayor Joe V. Sanchez Library E-Rate 2019-20-09

January 14, 2020 @ 10:00 a.m. CT

E-Rate Round 23 (Funding Year 2020)

E-Rate SPIN Number: 143030052

FCC RN Number: 0020393138

Federal Tax ID: 36-3949000

SUBMITTED BY:

Darak Weaver

Account Executive

t:480.687.6470

e:Darak.Weaver@Insight.com



January 14, 2020

Homer Rhodes, Purchasing Agent
Mayor Joe V. Sanchez Public Library
Weslaco City Hall, Finance Department
255 South Kansas Avenue
Weslaco, Texas, 78596-6158

RE: RFP # 2019-20-09 for Mayor Joe V. Sanchez Library E-Rate 2019-20-09

Dear Mr. Rhodes:

Insight Public Sector, Inc. (Insight) is pleased to participate in the Mayor Joe V. Sanchez Public Library (Mayor Joe V. Sanchez Public Library) Request for Proposal # 2019-20-09 for the Mayor Joe V. Sanchez Library E-Rate 2019-20-09 opportunity. Based on the scope of the requirements, Insight has prepared a response that represents a comprehensive effort at meeting Mayor Joe V. Sanchez Public Library's needs.

Insight Public Sector is solely focused on the needs of educational institutions as well as local, state and federal governments. With an industry-leading selection of products, a complete suite of IT services and a wide range of government contracts, Insight helps organizations streamline procurement, simplify deployment and maximize the value of the IT lifecycle.

Insight believes we are the right company for this contract and can become a beneficial and strategic partner with Mayor Joe V. Sanchez Public Library. Insight is a leading provider of IT products and services for the public sector. Our direct vendor relationships, along with sales revenues totaling \$7.4 billion in 2018, have helped us to build our infrastructure to meet large volume rollouts and have given us the versatility to tailor our services to our customers' individual needs. Our experienced sales team understands the Public Sector's needs and is focused on real-world solutions.

In addition, Insight has been an active participant in the E-Rate program since its inception. We provide our education partners with information and assistance to ensure that the funding/discounts they receive are maximized and compliant with guidelines under these programs.

With over 30 years in the IT industry, we offer unsurpassed commitment, management, and oversight in ensuring the success of meeting your defined E-Rate 23 (FY 2020) deliverables. Insight is committed to delivering the highest level of technical expertise and service to Mayor Joe V. Sanchez Public Library. Insight will ensure the technology-related services required will be provided in a seamless, efficient, and quality manner maintaining the highest customer satisfaction within the Mayor Joe V. Sanchez Public Library environment.

The attached proposal contains the details of Insight's commitment to provide Mayor Joe V. Sanchez Public Library with the multiple benefits of partnering with us, as well as a brief profile of Insight, our infrastructure and service capabilities.

We look forward to the opportunity to further present our Insight value and Public Sector solutions. Should Mayor Joe V. Sanchez Public Library have any questions, concerns or requests for additional information, please do not hesitate to contact your Account Executive, Darak Weaver at 480.687.6470 or Darak.Weaver@Insight.com.

Sincerely,

Darak Weaver
Account Executive

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1. Insight Public Sector Experience

For over 20 years, Insight Public Sector has emerged as a national leader in providing E-Rate guidance and expertise to applicants all across the country. Insight provides quality turnkey network integration services and is one of the largest network integrators in the country. Insight has been ranked as one of the top 10 Service Providers for the E-Rate program in the Internal Connections category.

Our extensive E-Rate experience allows applicants the opportunity to significantly grow their infrastructure with current technologies. Our proven strategies encourage applicants to have good planning and strategic vision to achieve the most from the program. Insight also has extensive experience in leveraging funds generated via bond issues or other grant sources into E-Rate application opportunities.

And, to ensure compliance, all Insight employees involved with the E-Rate program are required to be trained on the Ethics and Responsibilities components.

1.1 E-Rate Information

INSIGHT SPIN NUMBER: 143030052

INSIGHT FRN NUMBER: 0020393138

1.1.1 Existing Procedures for SLD Funds Collection

Insight's E-Rate experience includes extensive knowledge of SLD guidelines and requirements for funds collection. Through this knowledge base, strict procedures have been established for providing the detailed accounting necessary to meet both SLD and individual customer requirements.

Insight's E-Rate customers determine the invoice method for their E-Rate FRNs – either split invoicing (Form 474) or BEAR (Form 472).

- If split invoicing is chosen, the following procedures should occur:
 1. Once funding has been committed, a Form 486 is submitted by the customer to SLD to signify the Service Start Date.
 2. The Service Start Date (Form 486) is then approved by the SLD.
 3. The customer issues a Purchase Order to Insight.
 4. The product order is placed by Insight upon receipt of the customer's PO.
 5. Upon product delivery(s), the customer is billed for their portion only and Insight submits a Form 474 to USAC for payment of their committed amount.
 6. If services are included on the customer's PO, a Service Job is set up by Insight.
 7. If progress billing is allowed and a milestone has been reached, a Work Approval Form (WAF) is submitted by Insight for customer sign-off.
 8. Once the WAF has been signed and returned to Insight, an invoice for the agreed upon amount is processed (one invoice for the customer's portion and one invoice to USAC for their committed amount).
 9. If USAC requests a Service Certification, one will be sent by Insight to the customer along with the applicable invoice copies.

10. The customer will have 7 calendar days to review, sign and return to USAC the Service Certification, so that payment can be processed.
 11. If the customer does not return the Service Certification within the deadline, the invoice will be zero paid by USAC and the billing cycle begins again.
- If BEAR method is chosen, the following should occur:
 1. The customer issues a Purchase Order (PO) to Insight.
 2. The product order is placed by Insight upon receipt of the customer's PO.
 3. Upon product delivery(s), the customer is billed by Insight.
 4. If services are included on the PO, a Service Job is set up by Insight.
 5. If progress billing is allowed and a milestone has been reached, a Work Approval Form (WAF) is submitted by Insight for customer sign-off.
 6. Once WAF has been signed and returned to Insight, an invoice for the agreed upon amount is processed and sent to the customer.
 7. If the customer does not return the Service Certification within the deadline, the BEAR form will be denied and must be resubmitted.

In either invoice mode, Insight will not invoice for any product not delivered or services not performed. Insight follows SLD guidelines regarding invoicing and collection at all times.

1.2 Education Experience

Insight understands that Mayor Joe V. Sanchez Public Library is seeking to enter into a partnership with a technology provider for the purpose of implementing, refining and supporting a state-of-the-art IT technology infrastructure. In selecting that provider, Mayor Joe V. Sanchez Public Library must consider all the areas of expertise necessary to be most beneficial. Insight has the complete understanding of both the administrative and educational purpose of IT technology for Mayor Joe V. Sanchez Public Library. As the selected vendor, we will be instrumental in working with Mayor Joe V. Sanchez Public Library to implement the project described in the RFP, providing the technology and implementation, ensuring compliance with the E-Rate program, and ensuring successful financial strategies for meeting Mayor Joe V. Sanchez Public Library's goals.

The success of your project will largely depend on selecting an IT technology provider with demonstrated project management skills and implementation experience combined with the ability to scale operations to meet the challenging demands of complex projects in an educational environment. From IT technology, equipment selection and procurement, to the project management and implementation, Insight has the experience and capability to provide centralized management for this partnership using certified project managers experienced in the K-12 and higher education environment. Insight has been the education technology provider of choice for many school districts throughout the U.S. for over 20 years.

Insight can provide the expertise and advice that will be necessary to effectively implement and upgrade IT technology throughout Mayor Joe V. Sanchez Public Library. Insight has been an active participant in the E-Rate program since its inception. We have provided our education partners with information and assistance to ensure that the funding/discounts received under these programs (and others) was maximized. Insight has achieved industry-leading technology specializations in all areas of today's most advanced networking technologies with continuing education for their engineers. This commitment to expertise will be a major benefit to Mayor Joe V. Sanchez Public Library based on the knowledge and skills that are continually being developed by Insight.

1.3 References

Insight builds long-term relationships that go well beyond a single project. Many customers have worked with Insight since the firm was founded. We recognize that our future success depends upon our ability to cultivate and build customer relationships for life.

Insight respects and honors the wishes of our customers who act as references. Therefore, we respectfully request that you contact your Account Executive, Darak Weaver, prior to contacting any customer references so our representatives may properly maintain customer relationships, and notify our customers from whom to expect contact. We appreciate your cooperation in this regard.

Customer:	Alice ISD
Contact Name:	Amelia Salinas
Address:	#2 Coyote Trail, Alice, TX
Phone Number:	361.664.0981
Email Address:	amelia.salinas@aliceisd.net
Description:	Installed and/or upgraded several LAN/WAN projects including Cisco hardware, cabling, wireless, and maintenance/onsite technical support.

Customer:	Brownsville Independent School District
Contact Name:	Todd Nichols
Address:	1625 Price Road, Brownsville, Texas 78521
Phone Number:	956.548.8241
Email Address:	todda@bisd.us
Description:	Installed and/or upgraded several LAN/WAN projects including Cisco hardware, APC UPSs, cabling, security, wireless, IP Telephony, Tandberg videoconferencing, servers, and maintenance/onsite technical support.

Customer:	Edinburg Consolidated Independent School District
Contact Name:	Eduardo Moreno
Address:	411 North 8 th Avenue, Edinburg, Texas 78539
Phone Number:	956.316.7421
Email Address:	edu.moreno@ecisd.us
Description:	Deployed a district-wide Wireless IP Network consisting of over 800 Wireless APs. Engineered and installed new district NOC. Ongoing services providing network upgrades, video distribution, video conferencing, and maintenance services and products.

Customer: La Joya Independent School District

Contact Name: Fernando Mercado
Address: 215 E-East Expressway 83, La Joya, Texas 78560
Phone Number: 956.323.2500
Email Address: **f.mercado@lajoyaisd.net**
Description: Installed and/or upgraded several LAN/WAN projects including Cisco hardware, APC UPSs, cabling, security, wireless, IP Telephony, Polycom and Tandberg videoconferencing, servers, and maintenance/onsite technical support.

Customer: Los Fresnos Independent School District

Contact Name: Billy Simpson, IT Director
Address: 600 North Mesquite, Los Fresnos, Texas 78566
Phone Number: 956.233.6980
Email Address: **bsimpson@lfcisd.net**
Description: Installed a district-wide Unified Communications implementation for all campuses, which included a turnkey switched 10/100/1000 Ethernet network with a 10 gig backbone. Additionally, Insight provided a CommScope 10 Gig Fiber Optic/Category 6 structured cabling solution, Tandberg Distance Learning, and a VBrick Video Streaming solution. Also, a Cisco VOIP Phone system was installed at all district locations.

2. Insight Overview

Insight Enterprises, Inc. (our parent company) is a leading technology provider of hardware, software, and service solutions to business and government customers in the United States, Canada, Europe, and Asia-Pacific. Insight Enterprises, Inc. became a publicly traded company in 1995, selling its stock on the NASDAQ under the ticker symbol NSIT. Insight Enterprises, Inc. is ranked number 417 on Fortune Magazine's 2018 "Fortune 500" list.

Insight Public Sector, Inc. (Insight) is one of the largest providers of technology to Public Sector clients in the United States. Insight brings a wealth of contract experience to our Public Sector clients, holding more than 210 contracts across the federal, state, local, and education verticals. We currently hold some of the largest contracts in the industry, from federal contracts (e.g., GSA, NASA SEWP, JELA) to national cooperative contracts (e.g., WSCA, Omnia Partners). We also hold state-wide contracts in 41 different states. Collectively, these contracts and our dedicated Public Sector sales and services teams allow us to provide customized products and solutions that range from initial consulting, procurement and product delivery to maintenance and support.

Insight's purpose is to make meaningful connections that help businesses run smarter. Our value is our ability to guide, advise, implement and manage IT solutions for our customers. Our strategy is to deliver relevant IT solutions to our customers on a scalable support and delivery platform.

Our process knowledge and technical expertise allow us to assess, design and deploy IT solutions to help our customers enable, manage and secure their IT environments. Our product fulfillment and logistics capabilities, management tools and technical expertise make designing, deploying and managing IT solutions easier for our customers while helping them control their IT costs.

2.1 Services

Insight provides end-to-end technology services to help you to engage customers, enable your workforce, optimize your infrastructure and boost operational excellence.

We are a single source for all of your IT needs, aligning the latest technologies with your customer, workforce and infrastructure goals.

- Digital Transformation. From initial concepts to development, we'll work with you to assess your needs, design a road map and deliver a Digital Transformation.
- Intelligent Endpoints. From kiosks to smart screens and tablets, we have direct access to the top manufacturers and will configure, test and deploy the modernized endpoints that transform the look and feel of your business.
- Workforce Applications. From custom app development to collaboration, Workforce Applications delivers a flexible, modernized approach that contains costs and helps you automate, collaborate and stay productive.
- Modern Workplace. We'll help you take control of your organization with workforce solutions
- Unified Branch Infrastructure. Whether on premises or in the cloud, our Unified Branch infrastructure solutions helps you scale cost-effectively, manage connectivity, and empower your workforce and your customers – so you can focus on what you do best.
- Hybrid Cloud. With our application-centric approach, we'll help you understand your existing environment and how it's interconnected.

- **Intelligent Network.** From assessment to design and execution, our services and partnerships with the most trusted names in IT give your organization more capacity and availability than ever before.
- **Real-Time Business.** We'll help you embrace the latest technologies with Real-Time Business. Through machine learning, advanced analytics and smart devices, you'll power the future of your business.
- **Infrastructure Management.** We take on day-to-day operations, from application management, infrastructure monitoring, security and administration to swift troubleshooting – so you can spend more time growing and less time maintaining.
- **Lifecycle Services.** Insight's Lifecycle Services help you spend more time driving business growth while we handle everything else – from planning and deployment to overall IT asset management and ongoing support.
- **Workplace Services.** With next-generation solutions, best practices and true thought leadership, we help you cut costs and drive growth by simplifying and enhancing every moving part of your business.

2.2 Product Solutions

Insight, along with its affiliates, has identified the following product focus categories for all of our markets:

- Hardware: Desktops/Notebooks/Notebook Accessories, Networking, Servers/Storage, Printers/Consumables
- Software: Business Productivity, Virtualization, Data Protection, Creative

Insight resells products and services from over 5,000 supplier partners. These relationships give our team members direct access to OEM resources for training, design validation, and confidential product information. Some relationships of note include: Cisco Gold Certified Partner; Microsoft Gold and Silver Certified Partner and National Systems Integrator Partner; HP Platinum Certified Expertise and HP ServiceOne Delivery Partner Expert; Lenovo Premier Partner; IBM Premier Partner; VMware Premier Partner; and Symantec Platinum Partner.

2.2.1 Order Processing

By partnering with industry leaders, Insight offers state-of-the-art IT products delivered by a knowledgeable and responsive Inside Sales Team. This team undergoes continuous training to ensure that their knowledge of the product offerings is up-to-date. As a result, they can quickly and efficiently assemble a product solution that will integrate into the customer's infrastructure, while providing the highest level of service and support. Insight provides creative options for acquiring equipment, management of warranty contracts on equipment, and expedited and detailed order tracking. The Sales Solution Representative will ensure superior support levels and outstanding customer satisfaction.

The dedicated Mayor Joe V. Sanchez Public Library/Insight Account Team will be responsible for order management. This management process will reduce Mayor Joe V. Sanchez Public Library's costs associated with timing, availability, unit pricing, and meeting delivery requirements. The following steps make up the order management procedure:

1. Mayor Joe V. Sanchez Public Library may place orders by phone, fax, mail, e-mail, or through our Web portal at www.insight.com.
2. Once we receive your order it goes through a customer validation, P.O. quality check, a price check, and a product check via our backorder management process.
3. The order is then placed in the system and sent to the appropriate distributor or publisher for that product and an order confirmation is sent to you via e-mail.
4. The system is updated with distribution information such as ETAs (Estimated Times of Arrival) and PODs (Points of Delivery).
5. Customized reports, license proofs, management of returns, and invoice queries are available to you either online or through your Inside Sales team to help with compliancy.
6. Product is then delivered to the name and location you have specified at the time of order entry.

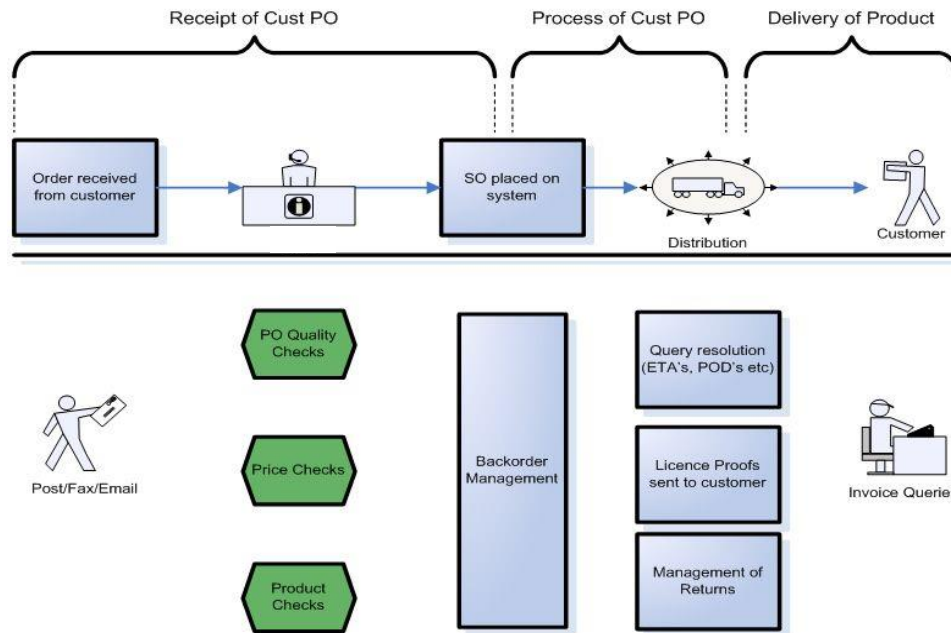


Figure 1: Insight Order Process

Insight is a flexible organization and will work with Mayor Joe V. Sanchez Public Library in meeting any order process requirements. We will work closely with our manufacturers on lead time updates to inform you of the best possible product availability timelines.

2.3 Project Methodology Overview

Project Methodology Overview

To ensure that we employ best practices at all time, Insight follows a documented methodology developed to ensure that we serve our customers as consistently and effectively as possible (see below). Created by the management team – and updated on an ongoing basis – this methodology includes clear guidelines and procedures for delivering solutions and partnering with customers to review and improve these solutions.



Figure 2: Insight Project Methodology

The Insight Project Methodology includes the following phases:

- **Initiate** – Initiate is the first phase of the delivery cycle. In this phase, Insight reviews your business priorities, technical requirements, user communities, and desired outcomes to best understand what challenges and opportunities lie ahead for your business. During this phase the project scope is defined, the costs are documented, pricing created, and a Statement of Work (SOW) produced.

- **Plan** – The Plan phase is focused on developing project management plan documents, designing specific processes, testing plans, migration strategies, and conducting the Proof of Concept (POC) and Pilots. Based on the recommendations developed in the Initiate phase, we delve deeper into understanding your network strategy and architecture, and create a new strategy and architecture in sync with your business priorities.
- **Execute** – The Execute phase is focused on delivering the planned work while tracking and reporting progress to project stakeholders. Working with your teams, we implement the solution for your business. Training, procedures documentation, pilot testing, and the production cutover/migration occur within this phase.
- **Close** – The Close phase is focused on completing all customer deliverables, performing final invoicing, and closing the project. Post-implementation support addresses any performance issues and transitions from the project team to your ongoing support team.
- **Monitor and Control** – Monitoring and Controlling project work occurs throughout the project lifecycle and includes the processes of tracking, reviewing, and reporting the progress of the project in meeting defined objectives.
- **Governance** – The Insight Governance Methodology objective is to provide a concise governance methodology for Insight to use in managing projects and outsourced programs. The Governance Methodology provides a consistent opportunity to review delivery and financial performance measurements for projects and outsourced programs by identifying and implementing continuous improvement and identifying opportunities to improve customer satisfaction.

2.4 Expertise

Insight's professionals possess a skill set that's unmatched in the industry, bringing deep technical knowledge and a keen business understanding to every partnership. We use shared knowledge to develop and define strategies and solutions. This means you are not just getting a dedicated team with rich industry experience, but the leveraged resources of an entire organization.

Cisco Gold Certified Partner

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| <ul style="list-style-type: none">• Master Specializations<ul style="list-style-type: none">○ Collaboration○ Security○ Cloud Builder○ Cloud and Managed Services• Cloud Partner<ul style="list-style-type: none">○ Cloud Builder-Infrastructure, Management and Services○ Storage: EMC○ Virtualization: VMware○ Cloud Management: VMware○ Cloud Professional Services• Architecture Specialization<ul style="list-style-type: none">○ Advanced Collaboration Architecture○ Advanced Borderless Network Architecture | <ul style="list-style-type: none">• Advanced Technology Providers<ul style="list-style-type: none">○ Identity Services Engine○ Unified Contact Center Enterprise○ TelePresence Video Master○ Customer Voice Portal○ Physical Security○ Data Virtualization○ ServiceGrid Reseller○ UCS Invicta• Cisco Managed Services Channel Program ("MSCP")<ul style="list-style-type: none">○ Powered Unified Communications○ Powered Managed Security○ Powered Management Contact Center |
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| <ul style="list-style-type: none"> ○ Advanced Data Center Architecture Specialization • Advanced Specializations <ul style="list-style-type: none"> ○ Advanced Content Security ○ Small Business | <ul style="list-style-type: none"> • Services Reseller <ul style="list-style-type: none"> ○ Cloud Services Reseller • Other Authorizations <ul style="list-style-type: none"> ○ Try and Buy ○ Global Resale Agent ○ Global Cloud and Managed Services ("CMSP") Host |
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Microsoft Gold Partner

- Cloud Productivity
- Communications
- CRM
- Datacenter
- Devices and Deployment
- Identity and Access
- Messaging
- Midmarket Solution Provider
- Software Asset Management
- Volume Licensing

Microsoft Silver Partner

- Cloud Platform
- Collaboration and Content
- Data Analytics
- Small and Midmarket Cloud Solutions

HP Direct Marketer Specialist Partner

- | | |
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| <ul style="list-style-type: none"> • HP Platinum Certified Expertise <ul style="list-style-type: none"> HP Virtualization Platinum HP Storage Platinum HP Networking Platinum HP Services ServiceOne Partner • HP ServiceOne Delivery Partner Expert <ul style="list-style-type: none"> HP Printers Service HP Desktop Service HP Building Proactive Networks HP Notebooks HP Authorized Service Provider • HP Software Authorizations <ul style="list-style-type: none"> HP ArcSight Authorization HP Enterprise Software Authorization HP Fortify Authorization HP TippingPoint Authorization HP Vertica Authorization HP Autonomy Authorization | <ul style="list-style-type: none"> • Insight HP Direct Marketer Specialist <ul style="list-style-type: none"> HP Converged Infrastructure Certification HP BladeSystem Certification HP Enterprise Storage Certification HP Networking Certification HP Technology Services Certification HP Software Certification • Insight HP Hardware Authorizations <ul style="list-style-type: none"> HP Business Critical Systems Authorization HP Enterprise Networking Authorization HP Enterprise Storage Authorization HP Enterprise Storage P9000 (XP) Authorization |
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- **Other HP Specializations and Designations**

- US System Builder Specialist
- North American Managed Print Specialist
- US HP Networking Master Partner Program
- North America ServiceOne Expert – Sales and Delivery

2.5 Staff Certifications

Insight's staff, along with our affiliates', has extensive experience, technical skills and business skills. Insight regularly invests in our employees' training and professional development. As such, our Consulting and Professional Services staff holds over 2,400 technical certifications.

As we strive to align the appropriate technology with your strategic business goals, we never forget that a positive bottom line result is a huge piece of the equation. Fortunately, Insight's established solutions and services eliminate costly and time-consuming assumptions, allowing us to work with you to deliver optimal results in minimal time.

2.5.1 Texas Certification Summary

Insight's consulting and professional services staff in the State of Texas hold the certifications including:

Texas Staff Certifications

• Apple	• BICSI	• Blue Coat	• Brocade
• Cisco	• Citrix	• CommScope*	• CompTia
• EC-Council	• EMC	• F5	• Fluke
• HP	• IBM	• ITIL	• Juniper
• Leviton	• Lexmark	• Microsoft	• Net Gen
• NetApp	• Novell	• Panduit	• PMI
• Quest	• RSA	• Solarwinds	• Sourcefire
• Systimax*	• Tandberg	• TruSecure	• VCE
• Veeam	• VMware		

*Central and South Texas Only

2.6 Why Insight?

COMMITTED	CONSULTATIVE	DEPTH
Strong customer relationships through dedicated teams.	We listen to you. We assess. We customize solutions.	Resources aligned and ready. Robust partner portfolio.
EXPERTISE	VALUE	ACCESSIBLE
Certified and Experienced specialists, architects, consultants and engineers.	Products, knowledge and service throughout your entire IT lifecycle.	Local presence. Global reach. An extension of your team.

We're collaborative to the core.

We know our most important connections are human. That drives our culture, our partnerships, our approach, and our solutions. Across teams and across regions, we work as one team connecting you with the products, people and knowledge to help you build a smart business.

We deliver the expertise that drives business impact.

You need answers more than you need equipment. That's why we deliver the experience, intelligence and IT solutions that make the greatest strategic sense for your business challenges. Our integrated approach helps you scale faster, optimize technology investments and reach your long-term goals.

We integrate confidence into every solution.

We know trust and confidence are integral to your IT infrastructure and strategy. You need to be up-to-date, up-to-speed and fully informed. We make sure you run at high speed and low risk so you stay connected, on-budget and ahead of potential problems and threats.

We bridge the gap between budget and performance.

We provide trusted, cost-effective solutions that optimize your IT budget and deliver greater predictability on operating expenses. Your team gets the performance it needs at a cost that makes long-term financial sense.

Our connections make us stronger.

Our partnerships are critical to helping us develop a broad range of IT solutions that solve business challenges. Our customers depend on our expertise, and we depend on a select group of partners to help us deliver value.

We connect the world to a smarter way of doing business.

When we talk about connections, the conversation extends to every part of our business — from our partnerships to our offerings, from the technology we supply to the solutions we deploy. We enable companies to realize their business goals through more efficient and intelligent IT.

3. Terms & Conditions

Insight is pleased to provide the following E-Rate FY 2020 Terms and Conditions related to our proposed Mayor Joe V. Sanchez Library E-Rate 2019-20-09 solution for Mayor Joe V. Sanchez Public Library.

3.1 Acceptance

Signature by Mayor Joe V. Sanchez Public Library on the Contract Acceptance Page creates an agreement under the terms of the Contract for E-Rate Projects (the "Contract").

3.2 Contract Exceptions

Notwithstanding anything in the Mayor Joe V. Sanchez Public Library's Request for Proposal to the contrary, any engagement resulting from Insight's response to the Request for Proposal will be governed by Insight's Contract for E-Rate Projects and any additional documents identified on the Contract Acceptance Page of this proposal. Nevertheless, if Insight is the successful bidder, Insight is amenable to negotiating mutually acceptable terms prior to commencement of the engagement.

3.3 Contract for E-Rate Projects

1. Structure

a. The terms and conditions beginning with this Section 1 ("Structure") through Section 16 ("Definitions"), along with the Contract Acceptance Page and any addendums and exhibits identified and immediately following the Contract Acceptance Page, excluding the appendices provided only as supplemental information to the Customer's Request for Proposal, ("Other Documents"), govern the relationship between the Mayor Joe V. Sanchez Public Library ("Customer") and Insight Public Sector, Inc. ("Insight") and collectively constitute the contract for the sale of Products and Services (the "Contract for E-Rate Projects" or the "Contract").

b. Performance of this Contract will commence on July 1, 2020, and continue for a 1-year period ending on June 30th of the following year ("Initial Term") and automatically renew for an additional 1-year term after the Initial Term to ensure a written agreement is in place between the parties as required by the governmental funding authority based on any delay in funding by the same authority. Thereafter, this Contract may be renewed for up to 3 additional 1-year terms upon mutual, written agreement of both parties at least 30 days prior to the end of the then-current term.

c. The Customer acknowledges that Insight is not the manufacturer of Product, and that Insight may engage third parties to provide Services. Insight makes no independent representation or warranty with respect to any Products provided, or Services performed, by a Third Party. Insight hereby transfers to the Customer, to the extent transferable, whatever transferable terms and conditions Insight receives from the Third Party, such as manufacturer's warranties, indemnities, statements of work, or shrink-wrapped software licenses, which shall govern the relationship between the Third Party and the Customer with respect to Third Party Products or Services (collectively "Third Party Terms").

2. Prices

a. Prices shall be specified by Insight and shall be applicable for the period specified in Insight's quote. If no period is specified, prices shall be applicable for 30 days.

b. Any special pricing that is passed on to the Customer will be from the Manufacturer for E-Rate eligible and/or partially eligible products but must be valid for E-Rate eligible and partially eligible products that are funded by the E-Rate program in Funding Year 2020. Insight reserves the right to (i) re-negotiate pricing for those Manufacturer eligible and non-eligible products that are not funded if the Customer elects to continue the project without E-Rate funding, and (ii) to terminate any obligation to provide such products (without penalty) if the parties cannot agree to such pricing.

c. Prices are exclusive of taxes, impositions and other charges, including: sales, use, excise, value added and similar taxes or charges imposed by any government authority. If Insight is held liable for or pays any of the foregoing taxes, the Customer shall reimburse Insight for such taxes in addition to the price of the Products.

d. Shipping charges are not included in prices and will be invoiced, if applicable, as separate items.

3. Orders

a. The Customer will submit orders on the Customer's standard purchase order form or on an alternate order form approved by Insight, or otherwise by electronic means acceptable to Insight. The Customer's order shall be deemed to incorporate the terms and conditions of this Contract without reference in the order to this Contract. Insight specifically objects to any additional terms being added through a purchase order or similar document. Any additional terms contained in the Customer's purchase order will not become part of the Contract and the terms of this Contract supersede any and all terms in any such purchase order. The Customer's order is subject to Insight's credit and acceptance requirements. Each Customer order that has been accepted by Insight (including any Statement of Work that has been executed by the Customer and delivered to Insight) shall be referred to as an "Order." Insight may accept an order by providing the Customer with a written confirmation of acceptance, sent by mail, facsimile or other electronic means; by shipping the Product; or by beginning performance of the Insight Services. No Orders may be cancelled or rescheduled without Insight's written consent, which may be given in Insight's sole discretion.

b. All shipments by Insight are F.O.B. point of origin. Subject to Insight's right of stoppage in transit, delivery of the Products to the carrier shall constitute delivery to the Customer and title and risk of loss shall thereupon pass to the Customer. Products invoiced and held by Insight for any reason will be held at the Customer's risk and expense. Selection of the carrier and delivery route shall be made by Insight. Insight will use reasonable efforts to initiate shipment and schedule delivery as close as possible to the Customer's requested delivery dates. The Customer acknowledges that delivery dates provided by Insight are estimates

only and that Insight is not liable for failure to deliver on such dates. Notwithstanding the foregoing, Insight will use reasonable efforts to meet the Customer's delivery requirements and will keep the Customer informed of delivery status. Insight reserves the right to make deliveries in installments. Delivery of a quantity that varies from the quantity specified shall not relieve the Customer of the obligation to accept delivery and pay for the Products delivered. Delay in delivery of 1 installment shall not entitle the Customer to cancel other installments.

c. Notwithstanding any provision of this Contract to the contrary, orders for special, custom, value-added and other non-standard Products, including Products of manufacturers which do not appear on Insight's line card, Products which have been tested, assembled or integrated for the Customer, work-in-process and Products otherwise identified by Insight as "NCNR" or "Non-Cancelable and Non-Returnable" ("Non-Standard Products") will be non-cancelable and non-returnable.

d. All sales are final, except with respect to Products that do not meet applicable manufacturer's specifications or that are not identified in the Order. Inspection and acceptance will be the Customer's responsibility. The Customer is deemed to have accepted the Products unless written notice of rejection is received by Insight within 10 days after delivery of the Products. The Customer waives any right to revoke acceptance thereafter. The Customer must report any discrepancy in shipment quantity or damage and request a Return Material Authorization ("RMA") within 10 days after delivery. No return of Products will be accepted by Insight without an RMA and an associated number, which may be issued by Insight in its sole discretion. Returned Products, unless damaged in transit, must be in their original, unaltered, undamaged condition, and must be in original manufacturer's shipping cartons complete with all packing materials. All Products for return shall be returned freight prepaid in the manner specified in the RMA. If returned Products are claimed to be defective or damaged, a complete description of the nature of the defect or damage must be included with the returned Products. Products not eligible for return shall be returned to the Customer, freight collect.

4. Invoicing and Payment

a. The Customer will be invoiced for any Product other than Product Maintenance (e.g., hardware, software, documentation, accessories, materials, supplies and parts) upon delivery to a common carrier.

b. The Customer will be invoiced for any Product Maintenance upon Insight's receipt of the applicable Third Party invoice for such Product Maintenance.

c. The Customer will be invoiced for Services on a monthly basis or upon completion of mutually agreed upon milestones as defined in the Statement of Work or related project plan. Invoicing details may also be provided on a Work Approval Form, which Insight may require the Customer to sign to acknowledge performance of the applicable Services.

d. Payment of the net amount of all invoices, without offset or deduction, is due 30 days from the date of Insight's invoice. Additional payment terms may be set forth in Other Documents.

e. Checks are accepted subject to collection and the date of collection is deemed the date of payment. On any past due invoice, the Customer shall pay interest from the payment due date to the date of payment at the annual percentage rate of 18% (or such lower rate as may be the maximum allowable by law), together with Insight's costs of collection (including reasonable attorneys' fees).

f. The Customer agrees that Insight may, in its sole discretion, at any time, change the terms of the Customer's credit, before shipment of any or all Products or before beginning any Services.

5. Insight Services

The following terms apply to Insight Services:

a. The Customer agrees to provide Insight with sufficient, free and safe access to the premises where the Customer requires Insight Services to be performed.

b. Statement of Work. A separate Statement of Work may be required by Insight for each Service transaction. The Customer's order for Insight Services is subject to acceptance by Insight. The Statement of Work may include, but may not be limited to (i) the service description; (ii) any additional terms and conditions for the Insight Service; (iii) each party's responsibilities; (iv) the conditions that Insight must meet to complete the Insight Service ("Completion Requirements"); and (v) the charges and fees, exclusive of taxes. Any changes to the Statement of Work must be in writing and signed by both parties.

c. Completion Requirements. Insight will inform the Customer in writing when Services are complete. Services are complete when all of the Completion requirements (if any) specified in the Statement of Work have been met. If no Completion Requirements are specified in the Statement of Work, then Services are complete when they are performed substantially in accordance with the terms of the applicable Statement of Work. Unless a different period is provided in the Statement of Work, the Customer shall have 10 business

days from receipt of a completed Work Approval Form to notify Insight if the Customer believes the Completion Requirements have not been met or if performance is in material non-conformance with specifications.

d. Personnel. Insight and the Customer shall each designate a project representative. All Insight and the Customer personnel assigned to participate on each party's behalf shall be knowledgeable in their assigned areas of responsibility. Unless otherwise provided in the Statement of Work, each party has the right to determine the assignment and re-assignment of its personnel. Insight may subcontract Insight Services to subcontractors selected by Insight.

e. Insurance. Insight and the Customer, respectively, shall be responsible, at their own cost and expense, for maintaining in effect policy or policies of insurance insuring against claims, demands or actions arising out of or in relation to the Insight Services provided pursuant to this Contract, in an amount not less than \$500,000 in respect of injuries or death of any one person, \$1,000,000 in respect of any one accident or disaster, and in an amount not less than \$100,000 in respect of property damaged or destroyed. Such insurance shall be underwritten by companies qualified to do business in the state in which the Services are to be performed. Each party shall, upon the reasonable request of the other party, deliver a validly executed certificate of insurance evidencing the above.

6. Insight's Limited Warranty

a. Insight Services. Insight warrants Insight Services will materially conform to the applicable Statement of Work for 30 days from the date of delivery. These warranties are void to the extent of any alterations to any Services that are not performed or authorized in writing by Insight. The Customer must bring any breach of these warranties to Insight's attention promptly in writing within 30 days of the date that the Services that are the subject of the breach were performed. Upon any breach of the warranties set forth in this section, Insight may, at its election, (i) use reasonable efforts to re-perform such, at no charge to the Customer, or (ii) terminate the applicable Service and return the fees paid by the Customer to Insight for such non-conforming Services (without interest) that are appropriately apportioned for the subject Service. THE FOREGOING REMEDIES WILL BE THE CUSTOMER'S SOLE REMEDIES AND INSIGHT'S SOLE LIABILITY WITH RESPECT TO A BREACH BY INSIGHT OF THE WARRANTIES SET FORTH IN THIS SECTION 6(a).

b. Resale of Third-Party Services. Insight hereby transfers any transferable warranties from any applicable Third Party. Insight makes no independent warranty with respect to Services performed by a Third Party.

c. Products. ALL PRODUCTS ARE PROVIDED BY INSIGHT "AS IS." INSIGHT MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS. Insight hereby transfers to the Customer, to the extent transferable, whatever transferable warranties and indemnities Insight receives from the manufacturer of the Products, including any transferable warranties and indemnities respecting patent infringement. the Customer, recognizing that Insight is not the manufacturer of Product, expressly waives any claim that the Customer may have against Insight based upon any alleged or actual product liability or infringement of any patent, copyright, trade secret, or other intellectual property right with respect to any Product, as well as any right to indemnification from Insight on account of any such claim made against the Customer by a third party.

d. The warranties set forth in this section are the only warranties made by Insight, and Insight makes no other warranties, express or implied, with respect to the Products acquired and Services sold hereunder. **IN PARTICULAR, INSIGHT MAKES NO WARRANTY RESPECTING THE MERCHANTABILITY OF THE PRODUCTS OR SERVICES SOLD OR ACQUIRED HEREUNDER, OR THEIR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OR RESPECTING PROPRIETARY RIGHT INFRINGEMENT. INSIGHT DOES NOT AUTHORIZE ANY PERSON TO ASSUME FOR IT THE OBLIGATIONS CONTAINED HEREIN.**

7. Limitation of Liability

a. The Customer will look solely to the manufacturers of the Products acquired pursuant hereto, or to the Third Party, for relief with respect to any and all claims, actions, suits, proceedings, demands, liabilities, losses, damages and expenses (including attorneys' fees) resulting from any claim by the Customer or any third party (including the Customer's employees) arising out of or related in any way to the Products or Services or the use or operation thereof, whether such claim is brought in contract, warranty, tort or otherwise (collectively "Liabilities"). The Customer will defend, indemnify and hold Insight harmless from and against all such Liabilities.

b. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, INCLUDING, WITHOUT LIMITATION, BUSINESS INTERRUPTION COSTS, REMOVAL AND/OR REINSTALLATION COSTS, REPROCUREMENT COSTS, LOSS OF PROFIT OR REVENUE, LOSS

OF DATA, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEAD, INJURY TO REPUTATION OR LOSS OF CUSTOMERS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

c. EXCLUDING DAMAGES FOR BODILY INJURY, THE CUSTOMER'S RECOVERY FROM INSIGHT FOR ANY CLAIM WILL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT GIVING RISE TO THE CLAIM, OR THE AMOUNTS PAID BY THE CUSTOMER FOR THE PRODUCT MAINTENANCE OR SERVICES GIVING RISE TO THE CLAIM THAT WERE PROVIDED DURING THE 6 MONTHS PRECEDING THE CLAIM, IRRESPECTIVE OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE. INSIGHT SHALL NOT BE LIABLE FOR AND THE CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD INSIGHT HARMLESS FROM ANY CLAIMS BASED ON INSIGHT'S COMPLIANCE WITH THE CUSTOMER'S DESIGNS, SPECIFICATIONS OR INSTRUCTIONS, OR MODIFICATION OF ANY PRODUCTS BY PARTIES OTHER THAN INSIGHT, OR USE IN COMBINATION WITH OTHER PRODUCTS.

d. No action arising out of the performance of any Services, or the sale and acquisition of any Products, pursuant to this Contract may be brought by either party more than 2 years after such cause of action accrues, except that an action for nonpayment may be brought within 2 years of the date of the last payment.

8. Termination

a. Either party may terminate this Contract without cause at any time by giving the other party at least 30 days prior written notice.

b. Insight may terminate any Order for default for which the Customer refuses or is unable to accept delivery or fails to make payment when due and does not make such payment within 10 days after notice from Insight that payment is past due.

c. Either party may terminate this Contract and any Order without notice if the other party is unable to pay its debts when due or becomes insolvent, files for bankruptcy or is the subject of involuntary bankruptcy, or has its assets assigned or a receiver appointed.

d. Either party may terminate any Order for which the other party fails to perform any of its obligations hereunder with respect to such Order so as to be in default and fails to cure such default within 30 days after written notice thereof.

e. All Orders existing at the time of termination of this Contract shall remain in effect and shall be performed in accordance with the terms of this Contract, except Orders terminated in accordance with this Section. The Customer shall pay for all products ordered by Insight for the Customer's account and for all work in process (including charges for labor and materials) as of the effective date of termination of this Contract or Order, as applicable.

f. The exercise of the right to terminate this Contract or any Order will be in addition to any other right and remedy provided in this Contract or existing at law or equity that is not otherwise excluded or limited under this Contract.

9. Intellectual Property. If an Order includes software or other intellectual property, such software or other intellectual property is provided by Insight to the Customer subject to the copyright and user license, the terms and conditions of which are set forth in the license agreement accompanying such software or other intellectual property. Nothing herein shall be construed to grant any rights or license to use any software or other intellectual property in any manner or for any purpose not expressly permitted by such license agreement. Unless otherwise provided in this Contract, Insight is not the licensor and the Customer acquires the license directly from the manufacturer or the manufacturer's authorized licensor.

10. Confidential Information. The Customer agrees to hold information designated in writing as confidential or proprietary by Insight in strictest confidence and not to copy, reproduce, sell, assign, license, market, transfer or otherwise disclose such information to third parties or to use such information for any purpose whatsoever, except to perform the Customer's obligations hereunder, and to advise the Customer's employees, agents, contractors, and representatives of their obligations to keep such information confidential. The Customer shall take reasonable precautions to protect the confidentiality of such information, at least as stringent as the Customer takes to protect its own confidential information. Nothing herein transfers to the Customer any title to or ownership rights in any such information; and, upon written request of Insight, the Customer will promptly return or delete any such information which it has in its possession.

11. Non-Solicitation. The Customer agrees that the personnel of Insight as well as the personnel of any Third Party are critical to Insight and the Third Party's ability to provide Services. Therefore, the Customer agrees not to hire or otherwise solicit the employment of any Insight or Third Party personnel associated with performing the Services or supplying the Products acquired hereunder during the term of this Contract or for

1 year thereafter. If the Customer violates this prohibition, the Customer shall immediately pay to Insight an amount equal to the annual compensation of the Insight personnel solicited or hired or the amount Insight would then be liable to the Third Party pursuant to any agreement with it.

12. Independent Contractors. Insight, and each of the Third Party Providers, shall act as independent contractors. Neither party hereto shall represent that it has the authority, express or implied, to assume or create any obligation on behalf of the other party as agent or employee in any capacity. The parties agree that this Contract does not establish a joint venture or partnership.

13. Security Interest. Insight reserves a purchase money security interest in all Products purchased under this Contract, all additions and accessions thereto and all replacements and proceeds thereof, to secure payment of the Customer's obligations. Such security interest is retained until the Customer's obligations are paid in full. Insight may file this Contract or financing statements pursuant to the Uniform Commercial Code or other applicable law to evidence or perfect Insight's security interest in the Products. The Customer hereby irrevocably appoints Insight as its attorney-in-fact to execute such financing statements and to do such other acts and things as may be necessary to perfect or preserve Insight's security interest in the Products. At Insight's request, the Customer shall join with Insight in executing such financing statements. The Customer shall pay all fees, taxes, and assessments associated with the filing of this Contract or financing statements.

14. Notices. Any notice required or permitted to be sent to either party under the terms of this Contract or any agreement entered into pursuant hereto shall be deemed to have been given when in writing and delivered personally or mailed postage prepaid by registered or certified mail, return receipt requested, to the party to be notified at the address set forth below or such other address as the party may from time to time designate in writing:

CUSTOMER: _____	INSIGHT: <u>Insight Public Sector, Inc.</u>
_____	<u>6820 South Harl Avenue</u>
_____	_____
_____	<u>Tempe, Arizona 85283</u>
Attention: _____	Attention: <u>IPS Proposal Department</u>

15. General

a. This Contract contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, proposals and communications between the parties, written or oral, relating to the subject matter of this Contract. This Contract may be modified only by writings duly signed by authorized representatives of both parties.

b. Neither party shall be liable for failure to fulfill its obligations under this Contract or any other agreement entered into pursuant hereto, or for delays in delivery due to causes beyond its reasonable control, including but not limited to, acts of God, acts or omissions of the other party, acts or omissions of civil or military authority, government priorities, changes in law, man-made or natural disasters, materials shortages, fires, strikes, floods, epidemics, quarantine restrictions, riots, war, acts of terrorism, delays in transportation or inability to obtain labor or materials through its regular sources. The time for performance of any such obligation shall be extended for the time period lost by reason of the delay.

c. This Contract shall be governed by and construed in accordance with the laws of the State of Arizona.

d. Except as specifically provided herein, the Customer may not assign this Contract or any of its rights or obligations hereunder without the prior written consent of Insight. Any such attempted assignment shall be null and void. This Contract shall be binding upon and inure to the benefit of the parties' respective successors and permitted assigns.

e. The failure of either party at any time to require performance by the other party of any provision of this Contract will not affect the right of such party to require performance at any time thereafter, nor will the waiver by either party of a breach of any provision of this Contract be taken or held to be a waiver of any provision itself.

f. Any provision of this Contract that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in such jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction.

g. The headings used in this Contract are for convenience of reference only and shall be ignored in the construction and interpretation of this Contract.

16. Definitions

"Product(s)" means hardware, software, documentation, accessories, cabling, material, supplies and parts, and any Product Maintenance provided by Insight under this Contract.

"Product Maintenance" means any maintenance and/or support of any hardware, software, documentation, accessories, cabling, material, supplies, or other parts that are performed by a Third Party and provided by Insight under this Contract.

"Services" means the specific professional services, network management, or business process outsourcing services, or other related services, set forth in an Order and/or Statement of Work, to be performed by Insight or a Third Party pursuant to this Contract.

"Third Party" means a third party that designs and/or manufactures Products or performs Services that are resold to Customer by Insight. Third Party includes manufacturers and non-manufacturers, but does not include subcontractors.

If a capitalized term used in this Contract is not identified in this Section 16, then that term shall have the definition ascribed to that term as may be found in the Other Documents.

3.4 Contract Acceptance Page

Mayor Joe V. Sanchez Public Library has selected Insight Public Sector, Inc. ("Insight") (SPIN# 143030052) as its E-Rate service provider pursuant to the SLD's requirements for filing form 471. By executing this Contract Acceptance Page, Mayor Joe V. Sanchez Public Library and Insight agree to all of the terms set forth in the Contract for E-Rate Projects and requirements of all of the following subject to the requirements of the Schools and Libraries Division (the "SLD") of USAC pertaining to E-Rate funding, and the following Other Documents:

Document Name	Form No.	Reference
Contract Renewal	Addendum One	
Vendor Background Questions and Bid Response Form	Exhibit 1	
Pricing	Exhibit 2	
Scope of Work	Exhibit 3	
Work Approval Form	Exhibit 4	
Insight W-9 Form	Exhibit 5	
Certificate of Insurance	Exhibit 6	

All of the foregoing together comprise and constitute one single contract between Mayor Joe V. Sanchez Public Library and Insight and shall be referred to herein as the "Contract". In case of any ambiguity or conflict among the documents that comprise the Contract, the ambiguity/conflict will be interpreted and resolved in accordance with the following order of precedence: (1) the Contract; (2) the applicable Statement of Work; (3) the remaining Other Documents; (4) Insight's proposal; and (5) the Mayor Joe V. Sanchez Public Library's Request for Proposal that initiated this proposal.

Customer represents and warrants that the individual executing this Contract has the authority to bind the Customer in this matter. The effective date of the Contract is the date of the last signature below.

Customer Reference Number: _____

Insight Reference Number: 201912004-erfp

**MAYOR JOE V. SANCHEZ PUBLIC
LIBRARY**

By: _____

Authorized Signature

Name: _____

Printed or Typed

Title: _____

Date: _____

Address: _____

Attn: _____

INSIGHT PUBLIC SECTOR, INC.

By: _____

Authorized Signature

Name: _____

Printed or Typed

Title: _____

Date: _____

Address: _____

Attn: _____

3.5 Addenda

Insight is pleased to provide the following Addenda:

- Contract Renewal
- Annual Basic Maintenance Services Agreement

Addendum One: Contract Renewal

Insight is providing this Contract Renewal form to Mayor Joe V. Sanchez Public Library for any future E-Rate opportunities. Signature of this Contract Renewal constitutes a renewal of the binding agreement previously executed between Insight Public Sector, Inc. ("Insight") and Mayor Joe V. Sanchez Public Library ("Customer") dated _____, Contract No. _____ (the "Contract") in accordance with the requirements of the Schools and Libraries Division (SLD) of the USAC, pertaining to E-Rate funding.

By executing this Contract Renewal, the parties agree:

- That Mayor Joe V. Sanchez Public Library has selected Insight Public Sector, Inc. ("Insight") (SPIN # 143030052) as its E-Rate service provider pursuant to the SLD's requirements for filing Form 471.
- The Contract, including all terms, conditions, and specifications thereof, is hereby renewed for an additional 1-year term, and may be subsequently renewed annually for up to three additional 1-year terms upon mutual, written agreement of both parties at least 30 days' prior to the end of the then-current term.
- Either party may terminate the Contract for its convenience upon 30 days written notice to the other.
- The individual signing this Contract Renewal represents he/she has actual authority to execute this instrument and therefore binds their respective party to the requirements of this Contract Renewal as well as the Contract.

Except as otherwise expressly provided in this Contract Renewal, the Contract shall remain unchanged and in full force and effect.

Customer Reference Number: _____

Insight Reference Number: 201912004-erfp

MAYOR JOE V. SANCHEZ PUBLIC LIBRARY

INSIGHT PUBLIC SECTOR, INC.

By: _____

By: _____

Authorized Signature

Authorized Signature

Name: _____

Name: _____

Printed or Typed

Printed or Typed

Title: _____

Title: _____

Date: _____

Date: _____

Addendum Two: Annual Basic Maintenance Services Agreement

This Agreement provides Help Desk Support and Onsite Support described in Section 1 below (collectively, "Services") by Insight Public Sector, Inc.'s ("Insight") National Customer Support Center ("NCSC") for the covered equipment, cabling plant and software identified in Section 2.a. below (collectively, "Covered Equipment"). The Services are intended to assist Customer's in-house technical staff diagnosis and resolve problems with the Covered Equipment. Insight uses the Insight implementation of the Remedy® Total Call Management (TCM) service management software solution to manage service calls. Only Services provided hereunder which are authorized under the Schools and Libraries Division ("SLD") guidelines are provided under this Agreement.

1. SERVICES

a. Scope

The Services are intended to answer operational and configuration questions, to determine if a problem exists with Covered Equipment, and to assist Customer to report such problems for correction to the Third Party Provider that is responsible for correcting the problem. These Services are not intended to include or replace such services provided by other Third Party Providers to isolate and repair equipment, cable and software failures, including but not limited to services provided under the manufacturer's warranty and support agreements.

b. Help Desk Support

Help Desk Support is provided during the hours of 7:00 a.m. to 7:00 p.m., Central Standard Time ("Help Desk Covered Hours"). Customer places its request for Help Desk Support by a telephone call to a toll free number or by sending an email to a designated email address, containing such information as Insight requires to open a service request.

Help Desk Support's toll free number is 866.536.8767, and the email address is ncsc-data-admin@insight.com.

An NCSC technician will respond to the service request within 1-hour during Covered Hours. The NCSC technician will collect the service request profile information, which Customer shall provide, to include the onsite contact name and phone number, the make, model and serial number of the failing equipment, and a description of the problem, what functions were being performed at time of failure, description of any recent hardware or software changes, and other information as may be requested by Insight. The service request and any outage alerts are entered into Remedy for call response, tracking and closure.

If the NCSC technician determines that call escalation is required, a network engineer will be contacted to assist with the problem.

c. Onsite Support

Onsite Services are provided during the hours of 7:00 a.m. to 5:00 p.m., local time at the Customer's site ("Onsite Covered Hours").

If a problem cannot be resolved remotely, a network engineer will be dispatched to arrive by the next-business-day after dispatch to provide onsite Services. In the event of an "Emergency," Insight will use its best efforts to provide an onsite response as soon as possible. An "Emergency" means a critical system failure affecting all users in a facility or the entire school district.

Once onsite, the network engineer stays in contact with both the Customer user and the NCSC Help Desk allowing Insight to track the progress and problem resolution. During the call resolution process Customer can determine resolution status by contacting the Help Desk.

2. COVERED EQUIPMENT

The list of Covered Equipment is intended to reflect the most recent update to the SLD's eligible services list. If the list of Covered Equipment differs from the most recent SLD list, then the most current SLD list shall take precedence. Only equipment, cabling plant and software purchased from Insight shall be part of the Covered Equipment.

a. Covered Equipment:

Network Hardware:

- Routers – includes upgrade components; however, WAN components are not included
- Switches - includes upgrade components; however, WAN components are not included
- Hubs - includes upgrade components; however, WAN components are not included

- Wireless LAN Controllers
- Wireless Access Points
- Firewalls

Network Operating Software:

- Software, or software upgrades, that would be essential to support the network operating system only. Application software, and any software for workstations/desktops are not eligible. All software must be for servers or network hardware as listed above.

Cabling:

- LAN structured cabling plant, inclusive of all normal cabling/tie lines

Other E-Rate Eligible Items:

- UPS devices
- Equipment Cabinets

b. Non Covered Equipment:

- WAN equipment and components
- MCU devices
- Email Software
- Customer Licenses for eligible software
- CODEC
- Voice Interface Cards
- Voice/Video over IP
- Voice Mail
- Workstations/Desktops
- Adds, Moves, Changes of Workstations/Desktops
- Any software, of any kind, that resides on Workstations/Desktops
- Any software, of any kind, that resides on Servers, and is not operating systems software
- Telephone Handsets
- Fax Machines
- Answering Machines

3. SERVICES NOT COVERED

The extent of Insight Services provided hereunder is expressly stated in this Agreement. Any Service not specified herein is outside the scope of this Agreement. Without limiting the foregoing:

- Insight is not responsible for lost data or any associated costs or attempts to reconstruct data that may have been lost while performing services hereunder.
- Insight is not responsible for any lost application configurations or associated costs or attempts to reconstruct configurations that may have been lost while performing services hereunder.
- The Agreement does not provide user maintenance packs/kits, replacement parts, operating supplies or accessories including media such as tapes and disk packs.

Customer acknowledges that the ability of Insight to provide the Services contemplated under this Agreement requires that Customer provide Insight with all required information, cooperation and access to Customer's network. Insight shall not be obligated to provide or be liable for failure to provide the Services if Customer fails to honor such obligations or if undertaken by Insight in reliance upon incorrect information provided by Customer.

4. TOTAL HOURS

Help Desk Support and On Site Support are limited to a maximum number of hours during the initial 1-year term of this Agreement ("Total Hours"). The Total Hours include all time providing Help Desk Support and Onsite Support, including round trip travel time. Any portion of the Total Hours not used prior to the end of the initial 1-year term of this Agreement shall expire and may not be carried over to any subsequent renewal or other contractual agreement.

5. E-RATE ELIGIBILITY

- It is the intention of this Agreement to cover only those basic maintenance services deemed eligible for E-rate support under the Seventh Report and Order (FCC 14-99).
- The scope of work covered by this Agreement is contingent upon the definition of "basic maintenance" as determined by the FCC and administered by the USAC.

- If subsequent FCC rules, appeal decisions, and/or USAC interpretations shall deem any types of the maintenance and/or warranty services included within this agreement to be more than basic maintenance, and therefore ineligible for E-rate support, such service provisions and associated costs shall be automatically severed from this Agreement.
- In the event of such an amendment, the remainder of this Agreement shall remain in full force and effect.

6. PRICING

*Help Desk Support and On-Site Support for a maximum of 100 Total Hours at a rate of \$125.00 per hour. The Total Hours may be utilized beginning **July 1, 2020**, and ending on **June 30, 2021**. Any portion of the Total Hours not used prior to the end date shall expire and may not be carried over to any subsequent renewal or other contractual agreement.*

**TOTAL
Maximum
Maintenance:
\$12,500.00**

3.6 Exhibits

Insight is pleased to provide the following Exhibits:

- Vendor Background Questions and Bid Response Form
- Pricing
- Scope of Work
- Work Approval Form
- Insight W-9 Form
- Certificate of Insurance

Exhibit 1: Vendor Background Questions and Bid Response Form

Per RFP requirements, Insight has provided responses to the following Vendor Background Questions.

Insight has completed and attached the **Attachment A – C2 Equipment Bid Response Form**, it can be found on the following pages.

Please note that upon contract award, the documents contained in Exhibit 1 will become part of the mutually agreed upon Contract.

Vendor Background Questions (20 points)

- 1.) Number of years your company has been in business.
Insight Public Sector, Inc. has been in business in the Rio Grande Valley for over 20 Years.
- 2.) Where is your head office, your sales and customer service offices located?
2712 N. McColl Road, McAllen, TX 78501
- 3.) Where is your billing office?
6820 S. Harl Avenue, Tempe, AZ 85283
- 4.) Number of employees in your company.
As of December 31, 2019, Insight employed 11,268 teammates worldwide
- 5.) Number of employees in local (RGV) site (if applicable).
20
- 6.) Number of employees in customer service.
12 individuals, including Project Managers, Sales and Engineers.
- 7.) Number of employees with technical certifications.
Please see the extensive Cisco, APC, Tandberg and other certifications that we possess in Section 2.4 – Expertise.
- 8.) Number of employees in local (RGV) site (if applicable) with technical Certifications.
12 employees, both engineers and project managers, have national and manufacturer certifications
- 9.) Are your hardware and software dependent on third party vendors for manufacturing?
We have direct (not third-party) relationships with all major manufacturers in this RFP response. This includes Cisco Systems (Gold Certified Partner) and APC (Platinum Partner).
- 10.) Please list any items from current or anticipated equipment which you will not be able to provide maintenance.
None.

References (5 points)

- 1.) Please provide a minimum of three references (public libraries or education entities in the RGV are preferred). For each reference provide names, address, phone numbers and email of the primary contact person.
Insight has included references in Section 1.3: References in our proposal response (above).

Repair / Response Times (10 points)

- 1.) How long will it take for you to have a qualified technician on site? (Response Time) during regular business hours (Monday-Friday 8:00am to 5:00pm)
Average of four hours.
- 2.) How long will it take for you to have a qualified technician on site outside normal business hours?
Average of eight hours.
- 3.) Please provide a direct number to the person(s) who can provide immediate decisions on pricing and expansion.
Please see escalation contacts in Addendum Two: Annual Basic Maintenance Services Agreement.
- 4.) Please provide a direct number for the person(s) who can immediately facilitate repairs during normal business hours (Monday-Friday 8:00-5:00)
Please see escalation contacts in Addendum Two: Annual Basic Maintenance Services Agreement.
- 5.) Please provide a direct number for the person(s) who can immediately facilitate evening & weekend repairs.
Please see escalation contacts in Addendum Two: Annual Basic Maintenance Services Agreement.

Future Offerings (5 points)

- 1.) What new technology does your company plan to utilize in the near future that would be an advantage to the Mayor Joe V. Sanchez Public Library?
Insight Public Sector has certifications in not only the IP Telephony products that we are deploying but also the managed wireless (WLC). This is in addition to our Voice offerings through Cisco's Unified Communication. Cisco Jabber is a new part of the Cisco UC offering that will make Telepresence video and audio integrate together. Also, as server and desktop virtualization becomes more of a business norm, Insight Public Sector is well positioned to not only offer the Cisco UCS platform and VDI by HP or WYSE for hardware but the professional services to design, install, and support this technology. This includes server virtualization as well.
- 2.) What is the most significant factor affecting the future success of your company and what is being planned to address it?
Personnel – As we grow our business in the Valley, we must continue to access quality, trained personnel to help our customers. We have presently done this. However, we must continue to search and hire quality engineers and project managers. We currently have the only Cisco Certified Internetworking Expert in the Rio Grande Valley (CCIE, Voice) in our office. Our National manufacturers rely heavily upon our local expertise to position their products.

Market Differentiation (10 points)

- 1.) Provide a brief summary of your company's history in the marketplace. Limit response to 2 pages.
Insight Public Sector personnel, both in the sales and services divisions, have been working with the public libraries in the Rio Grande Valley for over 20 years. We were instrumental in working with all the libraries at the onset of the E-Rate program and establishing the consortiums that exist today. Since we are local company with local engineers and sales personnel, we pride ourselves in being able to solve the technical problems facing public

libraries. As for our history in the national marketplace, please see attached documentation in the RFP response.

- 2.) Please describe any features, services, or practices you provide in relation to the products requested which set you apart from your competition.

Project Management is very large component of what we do. See attached documentation in proposal response. Insight Public Sector feels that Project Management is our real differentiator in the market among our competitors. Another large factor is local support.

Our local McAllen office houses 10 Cisco Certified engineers and 4 project managers, including (1) Cisco Certified Internetworking Expert specializing in Voice. This is more personnel than ANY of our local competitors and really shows our value and commitment to the marketplace in the Rio Grande Valley. In terms of the Basic Maintenance that you are requesting as part of your E-Rate proposal, our engineers are dispatched 15 minutes from your location.

- 3.) Identify other Public Libraries or education entities in the Rio Grande Valley for whom your company has provided similar service. Specify the services provided.

- a. Insight Public Sector services most of the public libraries in Cameron and Hidalgo counties. These services include the following:

- i. Cisco Equipment
- ii. APC Equipment
- iii. Bluesocket appliances
- iv. Infrastructure Cabling
- v. All Hardware Configuration and Installation
- vi. Basic Maintenance Services
- vii. Project Management

- b. Libraries include:

- i. Brownsville
- ii. Southmost
- iii. Donna
- iv. Elsa
- v. Edinburg
- vi. McAllen

- 4.) Please describe how you charge for onsite visits. Specify whether you charge a minimum number of hours per onsite visit, and if so how many, or whether you charge for the actual hours devoted to a project.

Insight Public Sector will provide Services on an as-needed basis, subject to Insight Public Sector resource availability as determined in Insight Public Sector's discretion. Major Joe V. Sanchez Public Library will notify Insight Public Sector, in writing, of each Service request. Each Service request will be invoiced for a minimum of either 4 hours for onsite assistance, or 2 hours for telephone assistance. Major Joe V. Sanchez Public Library will only be invoiced as hours are used on a monthly basis.

- 5.) Please provide your company's mission and/or vision statement.

"We build meaningful connections to help businesses run smarter." Our purpose is a clear, concise, internal declaration that defines who we are, why we do what we do and why we matter to our audiences. While the purpose is an internal declaration, it affects how we talk about ourselves, what we value, and how we behave.

Building meaningful connections:

- Clients to solutions
- Partners to clients
- Teammates to opportunities

Helping businesses run smarter:

- Understanding and solving clients' real business problems through technology
- Providing expertise that enhances business performance
- Optimizing technology investments to deliver value over time

We live by our core values of Hunger, Heart and Harmony, which set the tone for our business and define who we are. Our core values are:

- Hunger – Status quo? Not at Insight. Our insatiable desire to create new opportunities for our clients and our business is apparent in everything we do.
- Heart – We seek to have a positive impact in the lives of the people we serve by always putting our clients, partners and teammates first.
- Harmony – We are many teammates on one global team. We invite perspective, and we consistently celebrate each other's unique contributions as we work together to bring the best solutions to our clients.

We believe that these values strengthen the overall Insight experience for our clients, partners and teammates (we refer to our customers as "clients," our suppliers as "partners" and our employees as "teammates").

Exhibit 2: Pricing

Insight is pleased to provide the following detailed pricing for Mayor Joe V. Sanchez Public Library's review and consideration.

Please see the table and quote on the following pages.

Cisco Base Services

Insight's Cisco Base services include:

U.S. K-12 Bundled Warranty Offer		
Year 1	Year 2	Year 3
• NBD Advanced HW Replacement • Technical Assistance Center • Software updates • Registered use of cisco.com	• NBD Advanced HW Replacement • SW renewals (TAC, software updates, CCO) are required in Year 2 and 3 to take advantage of the NBD service coverage	• NBD Advanced HW Replacement • SW renewals (TAC, software updates, CCO) are required in Year 2 and 3 to take advantage of the NBD service coverage

Note:

1. CON-SW refers to new name for Cisco Base
2. Meraki products excluded

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Cisco Confidential

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Pricing Notes

1. Please refer to the following Quote(s) for detailed hardware/software/manufacturer warranty pricing, if applicable.
2. Please refer to the Scope of Work Exhibit for more information on the Services being provided and the associated fees, if applicable.
3. Shipping and taxes, if applicable, are not included.
4. All prices are in U.S. dollars.

Tariff Validity Statement

The United States government recently imposed tariffs on technology-based products imported from China. Affected technology manufacturers are in the process of evaluating the impact of the tariffs and passing mandated cost increases on to partners such as Insight. The situation is fluid and manufacturers are providing frequent cost updates, in some instances, multiple times per day. For this reason, Insight has to use a pricing methodology for the proposal that is reflective of the ever-changing cost impact of the imposed tariffs on products. Insight will attempt to adhere to its price proposal as quoted; however, the volatility in manufacturers' costs due to the tariffs may require a requote prior to finalizing any subsequent award or purchase order.

Please note that upon contract award, Pricing will become part of the mutually agreed upon Contract.

Company Name: Insight Public Sector
 SPIN: 143030052
 Representative Name Darak Weaver
 Email darak.weaver@insight.com
 Telephone 956.465.8080

	Part Number	Description	Make (if equivalent)	Model of Equivalent	Unit Price	Qty	Total	Erate Eligible	Total Eligible
Firewall	FPR4120-NGFW-K9	Cisco Firepower 4120 NGFW Appliance, 1U, 2 x NetMod Bays			\$29,999.00	1	\$29,999.00	100%	100%
Firewall	CON-SW-FPR4121R	SNTC-NO RMA Cisco Firepower 4120			\$0.00	1	\$0.00	100%	100%
Firewall	FPR4K-RACK-MNT	Firepower 4000 Series Rack Mount Kit			\$0.00	1	\$0.00	100%	100%
Firewall	FPR4K-SSD-BBLKD	Firepower 4000 Series SSD Slot Carrier			\$0.00	1	\$0.00	100%	100%
Firewall	FPR4K-PWR-AC-1100	Firepower 4000 Series 1100W AC Power Supply			\$0.00	1	\$0.00	100%	100%
Firewall	CAB-TA-NA	North America AC Type A Power Cable			\$0.00	2	\$0.00	100%	100%
Firewall	SF-F4KFXOS2.4.1-K9	Cisco Firepower Extensible Operating System v2.4.1 - FPR4100			\$0.00	1	\$0.00	100%	100%
Firewall	FPR4K-PWR-AC-1100	Firepower 4000 Series 1100W AC Power Supply			\$998.75	1	\$998.75	100%	100%
Firewall	FPR4K-FAN	Firepower 4000 Series Fan			\$0.00	6	\$0.00	100%	100%
Firewall	FPR4K-NM-BLANK	Firepower 4000 Series Network Module Blank Slot Cover			\$0.00	1	\$0.00	100%	100%
Firewall	SF-F4K-TD6.3-K9	Cisco Firepower Threat Defense software v6.3 for FPR4100			\$0.00	1	\$0.00	100%	100%
Firewall	FPR4K-ACC-KIT	FPR4K Hardware Accessory Kit			\$0.00	1	\$0.00	100%	100%
Firewall	FPR4K-NM-BLANK	Firepower 4000 Series Network Module Blank Slot Cover			\$0.00	1	\$0.00	100%	100%
Firewall	FPR4K-SSD200	Firepower 4000 Series SSD for FPR-4110/4120			\$0.00	1	\$0.00	100%	100%
Firewall	GLC-TE	1000BASE-T SFP transceiver module for Category 5 copper wire			\$0.00	1	\$0.00	100%	100%
IDF Room 1	IDF Rm 1_C9200L-48P-4X-EDU	Catalyst 9200L 48-port PoE+ only, 4x10G uplinks, K12			\$3,273.75	1	\$3,273.75	100%	100%
IDF Room 1	C9200L-NW-A-48-EDU	C9200L Network Advantage, 48-port license K12			\$1,192.50	1	\$1,192.50	100%	100%
IDF Room 1	C9200-STACK	Catalyst 9200 Stack Module			\$0.00	2	\$0.00	100%	100%
IDF Room 1	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment			\$0.00	1	\$0.00	100%	100%
IDF Room 1	PWR-C5-BLANK	Config 5 Power Supply Blank			\$0.00	1	\$0.00	100%	100%
IDF Room 1	C9200L-STACK-KIT	Cisco Catalyst 9200L Stack Module			\$590.63	1	\$590.63	100%	100%
IDF Room 1	CAB-TA-NA	North America AC Type A Power Cable			\$0.00	1	\$0.00	100%	100%
IDF Room 1	STACK-T4-50CM	50CM Type 4 Stacking Cable			\$0.00	1	\$0.00	100%	100%
IDF Room 2	IDF Rm 2_C9200L-24P-4X-EDU	Catalyst 9200L 24-port PoE+ only, 4x10G uplinks, K12			\$3,273.75	1	\$3,273.75	100%	100%
IDF Room 2	STACK-T4-50CM	50CM Type 4 Stacking Cable			\$0.00	1	\$0.00	100%	100%
IDF Room 2	PWR-C5-BLANK	Config 5 Power Supply Blank			\$0.00	1	\$0.00	100%	100%
IDF Room 2	C9200-STACK	Catalyst 9200 Stack Module			\$0.00	2	\$0.00	100%	100%
IDF Room 2	C9200L-STACK-KIT	Cisco Catalyst 9200L Stack Module			\$590.63	1	\$590.63	100%	100%
IDF Room 2	C9200L-NW-A-24-EDU	C9200L Network Advantage, 24-port license K12			\$598.50	1	\$598.50	100%	100%
IDF Room 2	CAB-TA-NA	North America AC Type A Power Cable			\$0.00	1	\$0.00	100%	100%
IDF Room 2	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment			\$0.00	1	\$0.00	100%	100%
IDF Room 3	IDF Rm 3_C9200L-48P-4X-EDU	Catalyst 9200L 48-port PoE+ only, 4x10G uplinks, K12			\$3,273.75	1	\$3,273.75	100%	100%
IDF Room 3	C9200L-NW-A-48-EDU	C9200L Network Advantage, 48-port license K12			\$1,192.50	1	\$1,192.50	100%	100%
IDF Room 3	C9200-STACK	Catalyst 9200 Stack Module			\$0.00	2	\$0.00	100%	100%
IDF Room 3	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment			\$0.00	1	\$0.00	100%	100%
IDF Room 3	PWR-C5-BLANK	Config 5 Power Supply Blank			\$0.00	1	\$0.00	100%	100%
IDF Room 3	C9200L-STACK-KIT	Cisco Catalyst 9200L Stack Module			\$590.63	1	\$590.63	100%	100%
IDF Room 3	CAB-TA-NA	North America AC Type A Power Cable			\$0.00	1	\$0.00	100%	100%
IDF Room 3	STACK-T4-50CM	50CM Type 4 Stacking Cable			\$0.00	1	\$0.00	100%	100%
MDF Room	MDF_C9200L-48P-4X-EDU[3]	Catalyst 9200L 48-port PoE+ only, 4x10G uplinks, K12			\$3,273.75	3	\$9,821.25	100%	100%
MDF Room	C9200L-NW-A-48-EDU	C9200L Network Advantage, 48-port license K12			\$1,192.50	3	\$3,577.50	100%	100%
MDF Room	C9200-STACK	Catalyst 9200 Stack Module			\$0.00	6	\$0.00	100%	100%
MDF Room	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment			\$0.00	3	\$0.00	100%	100%
MDF Room	PWR-C5-BLANK	Config 5 Power Supply Blank			\$0.00	3	\$0.00	100%	100%
MDF Room	C9200L-STACK-KIT	Cisco Catalyst 9200L Stack Module			\$590.63	3	\$1,771.89	100%	100%
MDF Room	CAB-TA-NA	North America AC Type A Power Cable			\$0.00	3	\$0.00	100%	100%
MDF Room	STACK-T4-50CM	50CM Type 4 Stacking Cable			\$0.00	3	\$0.00	100%	100%
MDF Room	C9500-16X-EDU	Catalyst 9500 16-port 10G, K12			\$7,245.00	1	\$7,245.00	100%	100%
MDF Room	CON-SW-C950DU16	SNTC-NO RMA Catalyst 9500 16-port 10G, K12			\$0.00	1	\$0.00	100%	100%
MDF Room	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment			\$0.00	1	\$0.00	100%	100%
MDF Room	C9500-NM-BLANK	Catalyst 9500 network module blank cover			\$0.00	1	\$0.00	100%	100%
MDF Room	CAB-TA-NA	North America AC Type A Power Cable			\$0.00	2	\$0.00	100%	100%
MDF Room	S9500UK9-169	UNIVERSAL			\$0.00	1	\$0.00	100%	100%
MDF Room	C9500-NW-A-L-EDU	C9500 Network Advantage, low-density license K12			\$2,700.00	1	\$2,700.00	100%	100%
MDF Room	PWR-C4-950WAC-R/2	950W AC Config 4 Power Supply front to back cooling			\$945.00	1	\$945.00	100%	100%
MDF Room	PWR-C4-950WAC-R	950W AC Config 4 Power Supply front to back cooling			\$0.00	1	\$0.00	100%	100%
MDF Room	GLC-TE	1000BASE-T SFP transceiver module for Category 5 copper wire			\$211.95	1	\$211.95	100%	100%
UPS Equipme	SMART1500LCD	Tripplite SmartPro LCD 120V 1500VA 900W Line-Interactive UPS, AVR, 2U Rack/Tower, LCD, USB, DB9 Serial, 8 Outlets			\$251.99	5	\$1,259.95		
UPS Equipme	SYBTU1-PLP	battery unit			\$462.65	16	\$7,402.40		
Equipment Installation and Configuration		Firewall Installation					\$2,935.00		
Equipment Installation and Configuration		Network Core Installation					\$1,255.00		

Equipment Installation and Configuration		Switches Installation					\$1,255.00		
Equipment Installation and Configuration		UPS installation					\$1,059.00		
						Total	\$87,013.33		
		Switch Connectivity needed (not on RFP)							
	SFP-10G-LRM=	10GBASE-LRM SFP Module			\$531.90	6	\$3,191.40	100%	100%
	SFP-H10GB-CU2M=	10GBASE-CU SFP+ Cable 2 Meter			\$49.50	2	\$99.00	100%	100%
		Hourly Support							
		Library Network Maintenance Package of Number of Hours/ year (non-Cisco Smartnet)			\$125.00	100	\$12,500.00	100%	100%
		Requirement of: 100 hours services request per year of network technical							
		Firewall Options							
	Palo Alto Firewall 3260 Option								
	PAN-PA-3260	Palo Alto Networks PA-3260 with redundant AC power supplies			\$25,911.22	1	\$25,911.22	100%	100%
	PAN-PA-2RU-RACK4	Palo Alto Networks PA-3220, PA-3250, and PA-3260 4 post rack mount kit			\$102.82	1	\$102.82	100%	100%
	PAN-PA-3260-TP	Threat prevention subscription year 1, PA-3260			\$4,935.47	1	\$4,935.47	Ineligible	Ineligible
	PAN-PA-3260-WF	WildFire subscription year 1, PA-3260			\$4,935.47	1	\$4,935.47	Ineligible	Ineligible
	PAN-SVC-PREM-3260	Premium support year 1, PA-3260			\$6,481.54	1	\$6,481.54	100%	100%
						Sub-Total	\$42,366.52		
	Palo Alto Firewall 3220 Option								
	PAN-PA-3220	Palo Alto Networks PA-3220 with redundant AC power supplies			\$11,168.63	1	\$11,168.63	100%	100%
	PAN-PA-2RU-RACK4	Palo Alto Networks PA-3220, PA-3250, and PA-3260 4 post rack mount kit			\$88.64	1	\$88.64	100%	100%
	PAN-PA-3220-TP	Threat prevention subscription year 1, PA-3220			\$2,467.74	1	\$2,467.74	Ineligible	Ineligible
	PAN-PA-3220-WF	WildFire subscription year 1, PA-3220			\$2,467.74	1	\$2,467.74	Ineligible	Ineligible
	PAN-SVC-PREM-3220	Premium support year 1, PA-3220			\$3,240.77	1	\$3,240.77	100%	100%
						Sub-Total	\$19,433.52		

Price Quotation

To: Mayor Joe V. Sanchez Public Library

Joe V Sanchez Public Library

From: Darak Weaver
Pleshette Gales
2712 North McColl
McAllen, Texas 78504
Phone: 956-465-8080 McAllen

RFP Number/Name

RFP # 2019-20-09 E-Rate Basic Maintenance

Email: darak.weaver@insight.com
Email: pleshette.gales@insight.com

Part Number	Description	List Price	Discount	Final Price	Qty	Total	% Eligible
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Internal Connections

CORE SWITCH	Cisco Equipment						
C9500-16X-EDU	Catalyst 9500 16-port 10G, K12	\$16,100.00	55.00	\$7,245.00	1	\$7,245.00	100%
CON-SW-C950DU16	SNTC-NO RMA Catalyst 9500 16-port 10G, K12	\$942.00	100.00	\$0.00	1	\$0.00	100%
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	55.00	\$0.00	1	\$0.00	100%
C9500-NM-BLANK	Catalyst 9500 network module blank cover	\$0.00	55.00	\$0.00	1	\$0.00	100%
CAB-TA-NA	North America AC Type A Power Cable	\$0.00	55.00	\$0.00	2	\$0.00	100%
S9500UK9-169	UNIVERSAL	\$0.00	55.00	\$0.00	1	\$0.00	100%
C9500-NW-A-L-EDU	C9500 Network Advantage, low-density license K12	\$6,000.00	55.00	\$2,700.00	1	\$2,700.00	100%
PWR-C4-950WAC-R/2	950W AC Config 4 Power Supply front to back cooling	\$2,100.00	55.00	\$945.00	1	\$945.00	100%
PWR-C4-950WAC-R	950W AC Config 4 Power Supply front to back cooling	\$0.00	55.00	\$0.00	1	\$0.00	100%
GLC-TE	1000BASE-T SFP transceiver module for Category 5 copper wire	\$471.00	55.00	\$211.95	1	\$211.95	100%
FIREWALL							
FPR4120-NGFW-K9	Cisco Firepower 4120 NGFW Appliance, 1U, 2 x NetMod Bays	\$149,995.00	80.00	\$29,999.00	1	\$29,999.00	100%
CON-SW-FPR4121R	SNTC-NO RMA Cisco Firepower 4120	\$9,750.00	100.00	\$0.00	1	\$0.00	100%
FPR4K-RACK-MNT	Firepower 4000 Series Rack Mount Kit	\$0.00	55.00	\$0.00	1	\$0.00	100%
FPR4K-SSD-BBLKD	Firepower 4000 Series SSD Slot Carrier	\$0.00	55.00	\$0.00	1	\$0.00	100%
FPR4K-PWR-AC-1100	Firepower 4000 Series 1100W AC Power Supply	\$0.00	55.00	\$0.00	1	\$0.00	100%
CAB-TA-NA	North America AC Type A Power Cable	\$0.00	55.00	\$0.00	2	\$0.00	100%
SF-F4KFXQS2.4.1-K9	Cisco Firepower Extensible Operating System v2.4.1 - FPR4100	\$0.00	55.00	\$0.00	1	\$0.00	100%
FPR4K-PWR-AC-1100	Firepower 4000 Series 1100W AC Power Supply	\$3,995.00	75.00	\$998.75	1	\$998.75	100%
FPR4K-FAN	Firepower 4000 Series Fan	\$0.00	55.00	\$0.00	6	\$0.00	100%
FPR4K-NM-BLANK	Firepower 4000 Series Network Module Blank Slot Cover	\$0.00	55.00	\$0.00	1	\$0.00	100%
SF-F4K-TD6.3-K9	Cisco Firepower Threat Defense software v6.3 for FPR4100	\$0.00	55.00	\$0.00	1	\$0.00	100%
FPR4K-ACC-KIT	FPR4K Hardware Accessory Kit	\$0.00	55.00	\$0.00	1	\$0.00	100%
FPR4K-NM-BLANK	Firepower 4000 Series Network Module Blank Slot Cover	\$0.00	55.00	\$0.00	1	\$0.00	100%
FPR4K-SSD200	Firepower 4000 Series SSD for FPR-4110/4120	\$0.00	55.00	\$0.00	1	\$0.00	100%
GLC-TE	1000BASE-T SFP transceiver module for Category 5 copper wire	\$0.00	55.00	\$0.00	1	\$0.00	100%
ACCESS SWITCHES							
IDF Rm 1_C9200L-48P-4X-EDU	Catalyst 9200L 48-port PoE+ only, 4x10G uplinks, K12	\$7,275.00	55.00	\$3,273.75	1	\$3,273.75	100%
C9200L-NW-A-48-EDU	C9200L Network Advantage, 48-port license K12	\$2,650.00	55.00	\$1,192.50	1	\$1,192.50	100%
C9200-STACK	Catalyst 9200 Stack Module	\$0.00	55.00	\$0.00	2	\$0.00	100%
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	55.00	\$0.00	1	\$0.00	100%
PWR-C5-BLANK	Config 5 Power Supply Blank	\$0.00	55.00	\$0.00	1	\$0.00	100%
C9200L-STACK-KIT	Cisco Catalyst 9200L Stack Module	\$1,312.50	55.00	\$590.63	1	\$590.63	100%
CAB-TA-NA	North America AC Type A Power Cable	\$0.00	55.00	\$0.00	1	\$0.00	100%
STACK-T4-50CM	50CM Type 4 Stacking Cable	\$0.00	55.00	\$0.00	1	\$0.00	100%
IDF Rm 2_C9200L-24P-4X-EDU	Catalyst 9200L 24-port PoE+ only, 4x10G uplinks, K12	\$7,275.00	55.00	\$3,273.75	1	\$3,273.75	100%
STACK-T4-50CM	50CM Type 4 Stacking Cable	\$0.00	55.00	\$0.00	1	\$0.00	100%
PWR-C5-BLANK	Config 5 Power Supply Blank	\$0.00	55.00	\$0.00	1	\$0.00	100%
C9200-STACK	Catalyst 9200 Stack Module	\$0.00	55.00	\$0.00	2	\$0.00	100%
C9200L-STACK-KIT	Cisco Catalyst 9200L Stack Module	\$1,312.50	55.00	\$590.63	1	\$590.63	100%
C9200L-NW-A-24-EDU	C9200L Network Advantage, 24-port license K12	\$1,330.00	55.00	\$598.50	1	\$598.50	100%
CAB-TA-NA	North America AC Type A Power Cable	\$0.00	55.00	\$0.00	1	\$0.00	100%

NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	55.00	\$0.00	1	\$0.00	100%
IDF Rm 3_C9200L-48P-4X-EDU	Catalyst 9200L 48-port PoE+ only, 4x10G uplinks, K12	\$7,275.00	55.00	\$3,273.75	1	\$3,273.75	100%
C9200L-NW-A-48-EDU	C9200L Network Advantage, 48-port license K12	\$2,650.00	55.00	\$1,192.50	1	\$1,192.50	100%
C9200-STACK	Catalyst 9200 Stack Module	\$0.00	55.00	\$0.00	2	\$0.00	100%
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	55.00	\$0.00	1	\$0.00	100%
PWR-C5-BLANK	Config 5 Power Supply Blank	\$0.00	55.00	\$0.00	1	\$0.00	100%
C9200L-STACK-KIT	Cisco Catalyst 9200L Stack Module	\$1,312.50	55.00	\$590.63	1	\$590.63	100%
CAB-TA-NA	North America AC Type A Power Cable	\$0.00	55.00	\$0.00	1	\$0.00	100%
STACK-T4-50CM	50CM Type 4 Stacking Cable	\$0.00	55.00	\$0.00	1	\$0.00	100%
MDF_C9200L-48P-4X-EDU[3]	Catalyst 9200L 48-port PoE+ only, 4x10G uplinks, K12	\$7,275.00	55.00	\$3,273.75	3	\$9,821.25	100%
C9200L-NW-A-48-EDU	C9200L Network Advantage, 48-port license K12	\$2,650.00	55.00	\$1,192.50	3	\$3,577.50	100%
C9200-STACK	Catalyst 9200 Stack Module	\$0.00	55.00	\$0.00	6	\$0.00	100%
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	55.00	\$0.00	3	\$0.00	100%
PWR-C5-BLANK	Config 5 Power Supply Blank	\$0.00	55.00	\$0.00	3	\$0.00	100%
C9200L-STACK-KIT	Cisco Catalyst 9200L Stack Module	\$1,312.50	55.00	\$590.63	3	\$1,771.89	100%
CAB-TA-NA	North America AC Type A Power Cable	\$0.00	55.00	\$0.00	3	\$0.00	100%
STACK-T4-50CM	50CM Type 4 Stacking Cable	\$0.00	55.00	\$0.00	3	\$0.00	100%
	Switch Connectivity (not on RFP)						
SFP-10G-LRM=	10GBASE-LRM SFP Module	\$1,182.00	55.00	\$531.90	6	\$3,191.40	100%
SFP-H10GB-CU2M=	10GBASE-CU SFP+ Cable 2 Meter	\$110.00	55.00	\$49.50	2	\$99.00	100%
	Installation						
	Network Core Installation					\$1,255.00	
	Firewall Installation					\$2,935.00	
	Switches Installation					\$1,255.00	
	UPS						
SMART1500LCD	Tripplite SmartPro LCD 120V 1500VA 900W Line-Interactive UPS, AVR, 2U Rack/Tower, LCD, USB, DB9 Serial, 8 Outlets			\$251.99	5	\$1,259.95	
SYBTU1-PLP	battery unit			\$462.65	16	\$7,402.40	
	UPS installation					\$1,059.00	
				Internal Connections Total		\$90,303.73	
Basic Maintenance							
	Hourly Support						
	Library Network Maintenance Package of Number of Hours/ year (non-Cisco Smartnet)			\$125.00	100	\$12,500.00	
	Requirement of: 100 hours services request per year of network technical						
				Basic Maintenance Total		\$12,500.00	

	Firewall Options						
Palo Alto Firewall 3260 Option							
PAN-PA-3260	Palo Alto Networks PA-3260 with redundant AC power supplies			\$25,911.22	1	\$25,911.22	
PAN-PA-2RU-RACK4	Palo Alto Networks PA-3220, PA-3250, and PA-3260 4 post rack mount kit			\$102.82	1	\$102.82	
PAN-PA-3260-TP	Threat prevention subscription year 1, PA-3260			\$4,935.47	1	\$4,935.47	Ineligible
PAN-PA-3260-WF	WildFire subscription year 1, PA-3260			\$4,935.47	1	\$4,935.47	Ineligible
PAN-SVC-PREM-3260	Premium support year 1, PA-3260			\$6,481.54	1	\$6,481.54	
					Sub-Total	\$42,366.52	

Palo Alto Firewall 3220 Option							
PAN-PA-3220	Palo Alto Networks PA-3220 with redundant AC power supplies			\$11,168.63	1	\$11,168.63	
PAN-PA-2RU-RACK4	Palo Alto Networks PA-3220, PA-3250, and PA-3260 4 post rack mount kit			\$88.64	1	\$88.64	
PAN-PA-3220-TP	Threat prevention subscription year 1, PA-3220			\$2,467.74	1	\$2,467.74	Ineligible
PAN-PA-3220-WF	WildFire subscription year 1, PA-3220			\$2,467.74	1	\$2,467.74	Ineligible
PAN-SVC-PREM-3220	Premium support year 1, PA-3220			\$3,240.77	1	\$3,240.77	
					Sub-Total	\$19,433.52	

Exhibit 3: Scope of Work

Insight is pleased to provide the following proposed Scope of Work in connection with our Professional Services Solution:

- LAN/WAN Upgrades

Please note that upon contract award, the Scope of Work will become part of the mutually agreed upon Contract.

Insight Public Sector, Inc. ("Insight") is proposing the services described herein for Mayor Joe V. Sanchez Public Library ("Mayor Joe V. Sanchez Public Library" or Customer).

Objectives

Insight will meet the following Services objectives:

- Implement new LAN/WAN infrastructure for Customer

Scope and Approach

Insight will perform the following Services:

Project Management

- Conduct a kick-off meeting to introduce the team and confirm the objectives, timeline, and approach
- Discuss the communication plan to ensure succinct and orderly communication between the involved parties
- Perform overall project management and resource planning to meet agreed upon timeframes and expectations using a detailed project plan
- Agree upon change control processes to minimize impact of the changes
- Deliver weekly status reports (if required)
- Conduct project wrap-up meeting to review results, lessons learned, and future opportunities for recommendation

Implement

- Install and configure equipment, including:
 - 1 – Catalyst C9500-16X (Core Switch)
 - 1 – Palo Alto 3260 NGFW
 - 6 – Cisco C9200L Switches (MDF/IDF Access Switches)
 - 5 – SmartPro 1.5kVA UPSes
- Install new infrastructure in parallel with existing infrastructure
- Execute implementation/cutover plan
- Execute implementation test plan and document results
- Finalize operational turnover documentation

Deliverables

Insight will provide the following deliverables:

Project Management

- Status reports
- Project workplan

Network Infrastructure

- Operational turnover documentation
 - Requirement summary
 - Logical and physical network diagrams
 - Implementation, migration, and test plans

Insight Responsibilities

Insight is responsible for the following:

- Insight will provide the applicable and necessary labor, materials, project management, and/or tools to perform the Services and provide the Deliverables described herein.

Customer Responsibilities

Customer is responsible for the following:

- Customer will provide network management information, where applicable (Syslog, NTP, SNMP, DNS, DHCP Scopes, etc.).
- Customer will coordinate and facilitate communications with supporting carriers and Internet service providers (ISPs).
- Customer will provide their Cisco Customer ID and regional SE contact(s) to support advanced troubleshooting as deemed appropriate with the network infrastructure components.
- Customer will conduct cabling plant (UTP and Fiber) management, administration, and troubleshooting.
- Customer will provide primary support and administration of the network security infrastructure (firewalls, IDS, SPAN Ports, etc.).
- Customer will provide copies of technical manuals, as needed.
- Customer will be responsible for any server, workstation, application, and printer IP address changes.
- Customer will be responsible for testing all required applications across the new network infrastructure. Insight will modify the network infrastructure based on the results of the application tests.
- Customer will be responsible for the migration of users and servers from the existing network to the new network. Insight will support the migration to ensure proper network functionality.
- Customer will facilitate and coordinate user acceptance activities (UAT) during the production validation of the migration phase.
- Customer will be responsible for providing adequate power, ventilation, cabling, and rack space for the new equipment within the required project timelines. This equipment will run in parallel with the existing network infrastructure.
- Customer will provide adequate staging facilities to store, burn-in, stage, and configure the new infrastructure.
- Customer will provide a single point of contact for all approvals, communications, change control, change orders and other activities with Customer user/IT communities.
- Customer will assist with the primary coordination and scheduling of internal department/vendor meetings with Customer support and management personnel.
- Customer will provide site contacts for each Customer location. Each such contact will provide Insight with sufficient detail regarding his/her site, and will coordinate or perform required onsite work, as reasonably requested by Insight and Customer IT, for the duration of the project.
- If applicable, Customer will provide site contacts for each Customer location. Each such contact will provide Insight with sufficient detail regarding his/her site, and will coordinate or perform required onsite work, as reasonably requested by Insight and Customer IT, for the duration of the project.
- Customer will provide Insight the necessary access to internal experts, location(s), critical systems, applications, workspace and equipment (telephones, faxes, LAN connectivity, printer access, dial-out modem lines, passwords, keys, etc. as applicable) required at each field location to complete the project. Access to Customer systems will be provided to Insight via either onsite direct access or remote/VPN access. If Customer does not allow remote/VPN access to Customer systems and remote work is necessary, then Customer will make local resources available to be utilized by Insight to accommodate for this lack of access. If Customer cannot provide access or local resources, then additional project duration, labor hours, travel expenses, and other costs may be incurred and due to Insight by Customer.

- Customer will provide the necessary hardware, software, tools, and permits required for the successful completion of the project prior to Insight's arrival. Further, Customer is responsible for all licensing requirements to be compliant per their own agreements.
- Customer is responsible for all product and material, including distribution and transport of Customer-owned product and material, unless otherwise specified in writing. Product and material is defined as any item purchased, owned, and/or provided by Customer (or others) that Insight is required to use for fulfillment of any Services described herein.
- Customer is responsible for providing adequate and secure onsite storage for all Customer-owned product and material unless otherwise specified in writing.
- If applicable, Customer will be responsible for: (a) back-up and/or data migration of existing data unless otherwise agreed to by Insight; (b) computer system and network designs; and (c) component selection as it relates to the performance of the computer system and/or the network.
- Customer is responsible for maintaining physical, electronic, and procedural controls to ensure the confidentiality, integrity, and availability of Customer's information on all applicable Customer computing systems used to store or transmit Customer's information, in accordance with current applicable industry standards and best practices.
- Customer is responsible for managing and maintaining: (a) reasonable firewalls and, if appropriate, encryption; (b) regular back-ups of Customer's information; and (c) least-privileged-based access controls (including provisioning, de-provisioning, authentication, authorization, and accountability controls).
- Customer and its employees, contractors, and agents will: (a) cooperate with any reasonable request of Insight; (b) provide input throughout the project and will review progress at review meetings requested by Insight; and (c) provide Insight with access to all Customer information, documentation, and technology necessary for Insight to perform the Services, including a list of all Customer and third-party contacts necessary for Insight to do so. Such cooperation, input, access, and license are critical to this project, and Customer's representation at all review meetings is essential. If applicable, Insight is hereby granted and shall have a nonexclusive, royalty-free license, during the term of the Services, to access and use the Customer Technology solely for the purposes of delivering the Services to Customer. "Customer Technology" shall mean any intellectual property owned by Customer that will be used by Insight in performing the Services under this SOW.

Project-Specific Assumptions

The following project-specific assumptions apply for this Services engagement:

- Project estimates assume that Customer will provide the Insight team with the information needed to complete the review and planning phase at the start of the project (e.g., current network and inventory documentation).
- Project estimates assume the network is stable and no immediate triage/remediation efforts are required prior to the integration of the new network infrastructure.
- Project estimates assume that Customer's personnel can answer questions related to network facilities including rack space, power, cable plant, and air conditioning.
- Project estimates assume Insight will be able to conduct network discovery scans on subnets affected by migration.
- Customer and Insight will develop an agreed-upon deployment timeline. Any interruptions to this timeline may result in a change order to the Insight Implementation Services quote.
- Each party agrees that personnel will not be asked to perform, nor volunteer to perform, tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline a service request if the request falls outside their scope of experience and expertise.
- If applicable, any onsite skills transfer that takes place during this project will not replace the manufacturer's formal system implementation and administration classes.
- Insight will provide an inventory spreadsheet of product and material pre- and post-installation that will be submitted as part of the Deliverables (if specified in the Deliverables section). However, Insight is NOT responsible for Customer-owned product and material during any phase of the project/program.
- Insight has no obligation to mount, affix, or otherwise fasten any cable, hardware, or other product to any building or structure (inside or outside), and Insight has no obligation to run cable above, under,

behind, or through any ceiling, floor, or wall of any building or structure. If such services are requested by Customer, such services may be performed by Insight only to the extent permitted by applicable law.

- The following are considered out-of-scope and are not part of the Services:
 - Formal user training
 - Electrical or cabling services
- Any changes to the scope and/or assumptions will require joint written approval. This may extend the duration of the engagement and/or require additional resources, resulting in additional cost to Customer.

Timeframes

Insight estimates that the Services described herein will be completed within **2 weeks** after the start of the project.

Fees

Professional Service Fees

Services will be provided for the fixed fee listed below.

Mayor Joe V. Sanchez Public Library	Total
Requested Network Upgrades	\$6,504.00

Pricing Assumptions

1. Professional Service Fees do not include any necessary hardware/software costs. Customer will not reimburse Insight for travel expenses, if any are required.
2. Shipping and taxes, if applicable, are not included.
3. All prices are in U.S. dollars.
4. The work to be performed will be completed during normally scheduled working hours (8:00 A.M. to 5:00 P.M. local time Monday through Friday), excluding Insight observed holidays.
5. This statement of work assumes Services will be performed over a consecutive timeframe unless otherwise provided herein.
6. Insight is not responsible for delays or repeated tasks caused by factors outside Insight's control. These factors include, but are not limited to, availability of Customer personnel, equipment, and facilities. Customer will compensate Insight for any out-of-scope work requested by Customer on an hourly basis at Insight's standard hourly rates (unless otherwise agreed to in writing by the parties).

Location

The Services will be performed at the following Customer location(s):

- 525 South Kansas Avenue, Weslaco, TX 78596-6215

Exhibit 4: Work Approval Form

The Work Approval Form is used to record Customer's acceptance of the work performed. This form may be used to obtain Customer's approval for any portion of the work, including but not limited to project milestones, Deliverables, and final task or project completion requirements.

Customer will ensure that the proper personnel are scheduled to review each completed Service or Deliverable upon notification of completion by Insight. Customer will indicate its acceptance of the Service or Deliverable by signing the Work Approval Form within 10 business days of its receipt from Insight. If Customer fails to respond within this 10-day period, Services and Deliverables will be deemed accepted.

A Service or Deliverable may be rejected only if the Service or Deliverable does not materially conform to its description in this proposal. If a Service or Deliverable does not materially conform to its description in this proposal, Customer shall provide written notice to Insight specifying the material nonconformity within 10 business of receipt of the completed Work Approval Form. Upon receipt of such notice, Insight shall have a reasonable amount of time, but no less than 30 days, to correct such nonconformity.

Insight Public Sector	<i>Work Approval Form</i> <i>[Project Name]</i>
------------------------------	--

The purpose of this form is to obtain the Customer's Approval of the work as defined in the Customer Approval section below. This form may be used to obtain the Customer's Approval for any portion of the work, including, but not limited to, project milestones, deliverables or final completion requirements. Please describe in the Work Description section below the work for which Customer Approval is requested. After the Customer signs this Approval Form, one original is returned to the Customer and other originals or copies are provided to the persons as specified in the Distribution List below.

General Information			
Project Name:	[Project Name]	Project #:	
Funding Request Number (FRN) ERATE Only:			
Customer:		Customer Authorized Approver:	
Site Address(es):		Phone Number:	
City:		State, Zip:	

Work Description			
Describe the work (or portion thereof) for which Approval is requested. If a time and material job, include hours. (Also, attach and/or reference statement of work, contract number, and/or work order.)			
Submitted By:		Date:	

Customer Approval			
Customer (1) accepts the work described above, (2) agrees the work has been completed and meets any completion criteria that may apply to the work, and (3) that for any payment due for the work, agrees that any conditions precedent to such payment have been met and hereby authorizes such payment ("Approval"). The signer represents and warrants that he/she is authorized to issue this Approval on behalf of the Customer.			
Disapproved ☐ (add comments)	Authorized Signature:	Date:	
Signer's Name:		Signer's Title:	
Comments:			
Distribution List: • Approver (original) • Project Manager (original) • Credit • Project Coordinator • District Services Manager •			

Exhibit 5: Insight W-9 Form

Insight is pleased to provide the following IRS Form W-9, please see the following page:

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.																																													
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Insight Public Sector																																															
2 Business name/disregarded entity name, if different from above																																															
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶ _____																																														
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 5 Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)																																														
	5 Address (number, street, and apt. or suite no.) See instructions. 6820 S. Harl Avenue																																														
	6 City, state, and ZIP code Tempe, AZ 85283																																														
	7 List account number(s) here (optional)																																														
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																															
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="9" style="text-align: center;">Social security number</td></tr><tr><td style="width: 30px; height: 20px;"></td><td style="width: 30px; height: 20px;"></td><td style="width: 30px; height: 20px;"></td><td style="width: 30px; height: 20px;"></td><td style="width: 30px; height: 20px;"></td><td style="width: 30px; height: 20px;"></td><td style="width: 30px; height: 20px;"></td><td style="width: 30px; height: 20px;"></td><td style="width: 30px; height: 20px;"></td></tr><tr><td colspan="9" style="text-align: center;">or</td></tr><tr><td colspan="9" style="text-align: center;">Employer identification number</td></tr><tr><td style="width: 30px; height: 20px;">3</td><td style="width: 30px; height: 20px;">6</td><td style="width: 30px; height: 20px;"></td><td style="width: 30px; height: 20px;">3</td><td style="width: 30px; height: 20px;">9</td><td style="width: 30px; height: 20px;">4</td><td style="width: 30px; height: 20px;">9</td><td style="width: 30px; height: 20px;">0</td><td style="width: 30px; height: 20px;">0</td></tr></table>			Social security number																		or									Employer identification number									3	6		3	9	4	9	0	0
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or																																															
Employer identification number																																															
3	6		3	9	4	9	0	0																																							
Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																																															
Sign Here	Signature of U.S. person ▶ <i>Meghan Adell</i> Date ▶ <i>1/21/2020</i>																																														
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. • Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i>																																															

Exhibit 6: Insurance Certificate

Insight is pleased to provide the following sample Certificate of Insurance.

Upon contract award, Insight will provide a Certificate of Insurance naming Mayor Joe V. Sanchez Public Library as additional insured.

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 04/18/2019															
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																			
PRODUCER Marsh USA Inc. 2325 E. Camelback Road Suite 600 Phoenix, AZ 85016 Attn: Jonie Frinkle, Phone: (602) 337-6202 CN101234522-GAUWP-GAUWP-19			CONTACT NAME: PHONE: (A/C, No, Ext): FAX: (A/C, No): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE <table border="1"> <thead> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER B : Sentry Insurance A Mutual Co</td> <td>24988</td> </tr> <tr> <td>INSURER C : Illinois Union Insurance Co</td> <td>27960</td> </tr> <tr> <td>INSURER D : National Fire Insurance Co Of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER E : Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>			INSURER	NAIC #	INSURER A : Continental Casualty Company	20443	INSURER B : Sentry Insurance A Mutual Co	24988	INSURER C : Illinois Union Insurance Co	27960	INSURER D : National Fire Insurance Co Of Hartford	20478	INSURER E : Continental Insurance Company	35289	INSURER F :	
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COVERAGES CERTIFICATE NUMBER: LOS-002427755-01 REVISION NUMBER:																			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																			
INSTR	TYPE OF INSURANCE	ADDL/SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS													
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☒ LOC OTHER:		6057351813	04/15/2019	04/15/2020	<table border="1"> <tbody> <tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COM/PROP AGG</td><td>\$ 2,000,000</td></tr> </tbody> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COM/PROP AGG	\$ 2,000,000	
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D	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		6057351780	04/15/2019	04/15/2020	<table border="1"> <tbody> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> </tbody> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$					
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AGGREGATE	\$ 50,000,000																		
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ☒ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	90-05749-03 (AOS) 90-05749-04 (MA, WI)	04/15/2019 04/15/2019	04/15/2020 04/15/2020	<table border="1"> <tbody> <tr><td>X PER STATUTE</td><td>OTH-ER</td></tr> <tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr> </tbody> </table>	X PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000					
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C	Technology E&O and Cyber		EON G21653135 014	04/15/2019	04/15/2020	<table border="1"> <tbody> <tr><td>Per Claim</td><td>10,000,000</td></tr> <tr><td>Aggregate</td><td>10,000,000</td></tr> </tbody> </table>	Per Claim	10,000,000	Aggregate	10,000,000									
Per Claim	10,000,000																		
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Evidence of Insurance																			
CERTIFICATE HOLDER Insight Public Sector, Inc. 6820 S. Hart Avenue Tempe, AZ 85283				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Jonie Frinkle															

ACORD 25 (2016/03)

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We have prepared a quote for you

E-Rate Basic Maintenance RFP Response

Quote # 000066

Version 1

Prepared for:

Weslaco Public Library

Mike R. Perez

mrperez@weslacotx.gov

Executive Summary

Arturo J. Garcia

222 E. Van Buren Avenue

Suite 110

Harlingen, TX 78550

Homer Rhodes

Purchasing Agent

Weslaco City Hall

255 South Kansas Avenue

Weslaco, Texas 78596

(956) 447-2240

Dear Mr. Rhodes,

Barcom Technology Solutions is pleased to present this submittal in response to the E-Rate 2020-2021 RFP titled "Basic Maintenance" issued by the City of Weslaco.

This proposal includes all components requested in the RFP.

Barcom's E-Rate SPIN number is 143035933.

Arturo J. Garcia

Senior Account Executive

Barcom Technology Solutions

agarcia@barcoment.com

(956) 364-9915

Vendor Background Questions

1. Number of years your company has been in business?

16 Years

2. Where is your head office, your sales and customer service offices located?

Our headquarters is located at 10443 Gulfdale Suite 101 San Antonio, Texas 78216. Our sales and service offices are located in the following cities: San Antonio, Harlingen and Austin.

3. Where is your billing office?

10443 Gulfdale Suite 101 San Antonio, Texas 78216

4. Number of employees in your company?

127 total employees at this time

5. Number of employees in local (RGV) site (if applicable)?

31 total employees at our Harlingen office

6. Number of employees in customer service.

83 total customer service employees, 24 located in Harlingen office

7. Number of employees with technical certifications.

12 total employees with technical certifications

8. Number of employees in local (RGV) site (if applicable) with technical certifications.

5 total employees at our Harlingen office

9. Are your hardware and software dependent on third party vendors for manufacturing?

Yes, we do not manufacture hardware or software

10. Please list any items from current or anticipated equipment which you will not be able to provide maintenance.

None

References

Zapata County Independent School District

1302 Glenn Street

Zapata, Texas 78076

Point of Contact: Gil Flores

GFlores@zcisd.org

(956) 765-3823

City of Laredo

1209 Water Street

Laredo, Texas 7840

Point of Contact: Jose Gamboa

JGamboa@ci.laredo.tx.us

(956) 791-7300

Medina Valley Independent School District

8446 FM 471 South

Castroville, Texas 78009

Point of Contact: Kenneth Englehart

Kenneth.Englehart@MVISD.org

(830) 931-2243

Fort Sam Houston Independent School District

4090 Winans

Building 1940

San Antonio, Texas 78234

Point of Contact: Adam Salinas

ASalinas@fshisd.net



References

(210) 368-8757



▶ Repair / Response Times

1. How long will it take for you to have a qualified technician on site? (Response Time) during regular business hours (Monday-Friday 8:00am to 5:00pm).

Within two hours of the reporting of the problem

2. How long will it take for you to have a qualified technician on site outside normal business hours?

Within three hours of the reporting of the problem

3. Please provide a direct number to the person(s) who can provide immediate decisions on pricing and expansion.

Arturo J. Garcia – (956) 313-8597

John Huebener – (210) 204-2008

4. Please provide a direct number to the person(s) who can immediately facilitate repairs during normal business hours (Monday-Friday 8:00am to 5:00pm).

Standard Customer Service Number - (956) 364-9915

5. Please provide a direct number for the person(s) who can immediately facilitate evening and weekend repairs.

Fernando Parra – (956) 371-9869



Future Offerings

1. What new technology does your company plan to utilize in the near future that would be an advantage to the Mayor Joe V. Sanchez Public Library?

Barcom Technology Solutions is constantly monitoring technology trends in order to stay up to date on the technology that that will improve productivity and end user experience. Some recent examples of technology and methodologies that we are implementing for our clients are Wi-Fi 6 and Hosted Services. However, our primary focus over the past year has been on network security and developing strategies and protocols to best protect against threats, both internal and external, to a client's network.

2. What is the most significant factor affecting the future success of your company and what is being planned to address it?

The most significant factor that will affect the future success of Barcom Technology Solutions is finding, training and retaining technical talent to match our firm's growth. Our technicians and engineers are constantly incentivized to continue their education and expand their expertise in the technology field. An example of this would be a promotion or bonus given to an employee who proactively achieves a higher certification level with one of our many manufacturer partners such as Cisco or Dell EMC.



Market Differentiation

1. Provide a brief summary of your company's history in the marketplace. Limit response to 2 pages.

Barcom Technology Solutions was founded in 2004 in San Antonio, Texas by Saul Lopez, Luis Pena and Gilbert Paradez with the specific goal of providing industry leading service and support in the world of network equipment and telecommunications. Since that time Barcom has grown both in number of staff as well as the scope of capabilities. Our firm currently employs over 125 total staff across three offices (San Antonio, Harlingen and Austin) with over 80% dedicated to customer service and technical support. As we've grown in staff our firm has also grown in expertise. With advanced certifications from industry leaders like Cisco, Dell/VMWare and Microsoft our technical expertise is second to none.

In early 2010, Barcom Technology Solutions began operations in the Rio Grande Valley with a group of technicians working remotely to support a growing client base in the area. Through hard work and dedication to excellent customer service, our presence in the Rio Grande Valley grew to the point that we were able to open a regional office in April of 2012. Since that time, our operations and market presence has continued to grow to meet the demand of the growing marketplace.

Our Harlingen office currently serves a wide variety of clientele. From private businesses in almost every industry, educational institutions of all sizes and state and local government agencies our team is equipped to handle each one of our client's unique needs. Each one of our branches are fully equipped to operate in an autonomous manner which allows for faster response time to client issues as well as faster times to resolutions of each problem. Barcom Technology Solutions is the leader in quality technology support in the Rio Grande Valley.

2. Please describe any features, services, or practices you provide in relation to the products requested which set you apart from your competition.

Barcom Technology Solutions currently provides it's state and local government clients with an easy way to procure new technology through various partnerships with the State of Texas' Department of Information Resources (DIR) as well as The Interlocal Purchasing System (TIPS). Both of these contracts allow our state and local government clients to purchase and implement new technology easily by providing a state approved procurement method that does not require the purchaser to go through the long and arduous Request for Proposal process. Our partnerships with Cisco, Dell and other technology industry leaders ensure that updating old technology is a cost effective and fast process.

Additionally, Barcom Technology Solutions employs a number of employees with advanced certifications from technology industry leaders such as Cisco, Dell, VMWare and Microsoft. These knowledgeable and manufacturer certified engineers ensure that your existing equipment is always operating at optimal levels and that any new equipment is install and optimized right the first time.

3. Identify other Public Libraries or education entities in the Rio Grande Valley for whom your company has provided similar service. Specify the services provided.

Zapata County Independent School District – Installation, configuration and ongoing support of switches, wireless access points, firewalls, data backups and disaster recovery, data center virtualization and Microsoft support.

Fort Sam Houston Independent School District - Installation and support services related to switching, wireless, network security, voice over IP, load balancing, data center virtualization, and cabling.

Medina Valley Independent School District - Installation and support services related to switching, wireless, network security, voice over IP, load balancing, data center virtualization, and Microsoft.

City of Laredo - Installation and support services related to switching, wireless, network security, voice over IP, load balancing, data center virtualization, and advanced Cisco equipment installation and support.

4. Please describe how you charge for onsite visits. Specify whether you charge a minimum number of hours per onsite visit, and if so how many, or whether you charge for the actual hours devoted to a project.



Market Differentiation

Barcom Technology Solutions begins logging our engineer's time once on site at the customer location. There is no minimum number of hours charged for a site visit, our firm will only bill a client for the actual time the engineer is on site to resolve a problem.

5. Please provide your company's mission and/or vision statement.

Barcom Technology Solutions is committed to providing its clients with industry leading technology products and services along with the expertise required to maximize the potential of its impact on the end user. Our firm is committed to providing excellent customer service thorough integrity, knowledge and the willingness to go above and beyond to exceed our client's expectations.



Cisco Catalyst 9500

Description	Price	Qty	Ext. Price
Catalyst 9500 16-port 10G, K12	\$10,449.90	1	\$10,449.90
SNTC-NO RMA Catalyst 9500 16-port 10G, K12	\$663.17	1	\$663.17
C9500 Network Advantage, low-density license K12	\$3,894.00	1	\$3,894.00
Cisco Catalyst 9500 8 x 10GE Network Module	\$2,660.90	1	\$2,660.90
Universal	\$0.00	1	\$0.00
950W AC Config 4 Power Supply front to back cooling	\$0.00	1	\$0.00
950W AC Config 4 Power Supply front to back cooling	\$1,362.90	1	\$1,362.90
North America AC Type A Power Cable	\$0.00	2	\$0.00
Network Plug-n-Play License for zero-touch device deployment	\$0.00	1	\$0.00
1000BASE-T SFP transceiver module for Category 5 copper wire	\$305.68	1	\$305.68

Subtotal: \$19,336.55

Cisco Catalyst 9200L 48 Port

Description	Price	Qty	Ext. Price
Catalyst 9200L 48-port PoE+ only, 4x10G uplinks, K12	\$4,721.48	6	\$28,328.88
SNTC-NO RMA Catalyst 9200L 48-port PoE+ only, 4x10G	\$299.90	6	\$1,799.40
C9200L Network Advantage, 48-port license K12	\$1,719.85	6	\$10,319.10
North America AC Type A Power Cable	\$0.00	6	\$0.00
Config 5 Power Supply Blank	\$0.00	6	\$0.00
Cisco Catalyst 9200L Stack Module	\$707.43	6	\$4,244.58
Catalyst 9200 Stack Module	\$0.00	12	\$0.00
50CM Type 4 Stacking Cable	\$0.00	6	\$0.00
Network Plug-n-Play License for zero-touch device deployment	\$0.00	6	\$0.00

Subtotal: \$44,691.96



Cisco Catalyst 9200L 24 Port

Description	Price	Qty	Ext. Price
Catalyst 9200L 24-port PoE+ only, 4x10G uplinks, K12	\$2,735.54	1	\$2,735.54
SNTC-NO RMA Catalyst 9200L 24-port PoE+ only, 4x10G	\$173.18	1	\$173.18
C9200L Network Advantage, 24-port license K12	\$863.17	1	\$863.17
North America AC Type A Power Cable	\$0.00	1	\$0.00
Config 5 Power Supply Blank	\$0.00	1	\$0.00
Cisco Catalyst 9200L Stack Module	\$707.43	1	\$707.43
Catalyst 9200 Stack Module	\$0.00	2	\$0.00
50CM Type 4 Stacking Cable	\$0.00	1	\$0.00
Network Plug-n-Play License for zero-touch device deployment	\$0.00	1	\$0.00

Subtotal: \$4,479.32

Cisco Firepower 4120 NGFW

Description	Price	Qty	Ext. Price
Cisco Firepower 4120 NGFW Appliance, 1U, 2 x NetMod Bays	\$97,346.76	1	\$97,346.76
SNTC-8X5XNBD Cisco Firepower 4120	\$8,448.00	1	\$8,448.00
Firepower 4000 Series 1100W AC Power Supply	\$2,592.76	1	\$2,592.76
Firepower 4000 Series Fan	\$0.00	6	\$0.00
North America AC Type A Power Cable	\$0.00	2	\$0.00
Cisco FXOS v2.3 for FPR4100	\$0.00	1	\$0.00
Cisco Firepower Threat Defense software v6.2.3 for FPR4100	\$0.00	1	\$0.00
1000BASE-T SFP transceiver module for Category 5 copper wire	\$305.68	1	\$305.68
Firepower 4000 Series SSD for FPR-4110/4120	\$0.00	1	\$0.00
Firepower 4000 Series SSD Slot Carrier	\$0.00	1	\$0.00
Firepower 4000 Series 1100W AC Power Supply	\$0.00	1	\$0.00
FPR4K Hardware Accessory Kit	\$0.00	1	\$0.00

Cisco Firepower 4120 NGFW

Description	Price	Qty	Ext. Price
Firepower 4000 Series Rack Mount Kit	\$0.00	1	\$0.00
1000BASE-T SFP transceiver module for Category 5 copper wire	\$0.00	1	\$0.00
Firepower 4000 Series Network Module Blank Slot Cover	\$0.00	1	\$0.00
Firepower 4000 Series Network Module Blank Slot Cover	\$0.00	1	\$0.00

Subtotal: \$108,693.20

UPS Equipment for MDF and IDFs

Description	Price	Qty	Ext. Price
APC by Schneider Electric Smart-UPS 1500VA LCD RM 2U 120V US - 2U Rack-mountable - 3 Hour Recharge - 7 Minute Stand-by - 110 V AC Input - 120 V AC Output - 6 x NEMA 5-15R 	\$951.71	5	\$4,758.55
APC Symmetra PX Series UPS Battery - Spill Proof, Maintenance Free Sealed Lead Acid Hot-swappable 	\$471.22	16	\$7,539.52

Subtotal: \$12,298.07



Scope of Work for Professional Services

Barcom Technology Solutions will complete the Scope of Work Listed Below:

Mayor Joe V. Sanchez Public Library

MDF Room:

- Barcom Technology Solutions engineers will provide, install and configure **one (1)** 16 Port Cisco Catalyst 9500 core switch in MDF Room.
- Barcom Technology Solutions engineers will provide, install and configure **three (3)** 48 PoE+ Port Cisco Catalyst 9200 switches in MDF Room.
- Barcom Technology Solutions will provide all necessary auxiliary equipment, cabling and software needed to successfully implement the above stated equipment.

Firewall:

- Barcom Technology Solutions engineers will provide, install and configure **one (1)** Cisco Firepower 4120 Next Generation Firewall at customer designated location.
- The Cisco Firepower 4120 Next Generation Firewall will have Cisco Firepower Threat Defense software v6.2.3 for FPR4100 installed at the time of configuration.
- Barcom Technology Solutions will provide all necessary auxiliary equipment, cabling and software needed to successfully implement the above stated equipment.

IDF Room 1:

- Barcom Technology Solutions engineers will provide, install and configure **one (1)** 48 Port PoE+ Cisco Catalyst 9200 switch in IDF Room 1.
- Barcom Technology Solutions will provide all necessary auxiliary equipment, cabling and software needed to successfully implement the above stated equipment.

IDF Room 2:

- Barcom Technology Solutions engineers will provide, install and configure **one (1)** 24 Port PoE+ Cisco Catalyst 9200 switch in IDF Room 2.
- Barcom Technology Solutions will provide all necessary auxiliary equipment, cabling and software needed to successfully implement the above stated equipment.

IDF Room 3:

- Barcom Technology Solutions engineers will provide, install and configure **one (1)** 48 Port PoE+ Cisco Catalyst 9200 switch in IDF Room 3.
- Barcom Technology Solutions will provide all necessary auxiliary equipment, cabling and software needed to successfully implement the above stated equipment.

UPS Equipment:

- Barcom Technology Solutions engineers will provide, install and configure **five (5)** APC Smart-UPS units to be installed at various client staff designated locations.
- Barcom Technology Solutions will provide all necessary auxiliary equipment, cabling and software needed to successfully implement the above stated equipment.



Professional Services Pricing

Description	Price	Qty	Ext. Price
Installation and configuration services.	\$7,200.00	1	\$7,200.00
Subtotal:			\$7,200.00



▶ Basic Maintenance Support

Basic Maintenance of Existing Equipment

- Provide a block of **One Hundred (100)** technical support hours.
- Block of support hours will not expire until all hours are exhausted.
- Block of support hours will cover new and existing network equipment at Mayor Joe V. Sanchez Public Library.
- Block of support hours will cover any cabling materials, installation labor and cable repairs needed at Mayor Joe V. Sanchez Public Library.
- Block of Hours Agreement will cover both on site and remote support.
- Block of Hours Agreement can be utilized during normal business hours and after normal business hours.

Pricing for Basic Maintenance Support

Description	Price	Qty	Ext. Price
Basic Maintenance Support	\$12,500.00	1	\$12,500.00
APC by Schneider Electric On Site Service - 1 Year - Service - 8 x 5 - On-site - Maintenance - Parts & Labor - Physical Service	\$4,352.85	1	\$4,352.85
APC by Schneider Electric Preventive Maintenance - Service - On-site - Technical - Electronic and Physical Service	\$1,195.49	1	\$1,195.49

Subtotal: \$18,048.34



E-Rate Basic Maintenance RFP Response

Prepared by:

Barcom Technology Solutions
Art Garcia
(210) 930-6960
agarcia@barcoment.com

Prepared for:

Weslaco Public Library
525 South Kansas Avenue
Weslaco, TX 78596
Mike R. Perez
(956) 968-4533
mrperez@weslacotx.gov

Quote Information:

Quote #: 000066
Version: 1
Delivery Date: 01/07/2020
Expiration Date: 01/04/2020

Quote Summary

Description	Amount
Cisco Catalyst 9500	\$19,336.55
Cisco Catalyst 9200L 48 Port	\$44,691.96
Cisco Catalyst 9200L 24 Port	\$4,479.32
Cisco Firepower 4120 NGFW	\$108,693.20
UPS Equipment for MDF and IDF's	\$12,298.07
Professional Services Pricing	\$7,200.00
Pricing for Basic Maintenance Support	\$18,048.34

Total: \$214,747.44

Due upon delivery, Applicable tax and shipping is not included in the prices above.

Barcom Technology Solutions

Weslaco Public Library

Signature: _____
Name: Art Garcia
Title: Senior Account Executive
Date: 01/07/2020

Signature: _____
Name: Mike R. Perez
Date: _____

Mayor Joe V. Sanchez Public Library - Category 2 Bid Pricing Sheet - FY2020

Company Name:	Jet Web Communications LLC dba Barcom Technology Solutions
SPIN:	143035933
Representative Name:	Arturo J. Garcia
Email:	AGarcia@Barcoment.com
Telephone:	(956) 364-9915

			Qty	Make (if equivalent)	Model (if equivalent)	Unit Price	Total	E-rate Eligibility	Total Eligible
Firewall	FPR4120-NGFW-K9	Cisco Firepower 4120 NGFW Appliance, 1U, 2 x NetMod Bays	1			\$97,346.68	0	100%	0
Firewall	CON-SNT-FPR4121R	SNTC-8X5XNBD Cisco Firepower 4120	1			\$8,448.00	0	100%	0
Firewall	FPR4K-PWR-AC-1100	Firepower 4000 Series 1100W AC Power Supply	1			\$2,592.76	0	100%	0
Firewall	CAB-TA-NA	North America AC Type A Power Cable	2			\$0.00	0	100%	0
Firewall	SF-F4K-FXOS-2.3-K9	Cisco FXOS v2.3 for FPR4100	1			\$0.00	0	100%	0
Firewall	SF-F4K-TD6.2.3-K9	Cisco Firepower Threat Defense software v6.2.3 for FPR4100	1			\$0.00	0	100%	0
Firewall	FPR4K-SSD200	Firepower 4000 Series SSD for FPR-4110/4120	1			\$0.00	0	100%	0
Firewall	FPR4K-SSD-BBLKD	Firepower 4000 Series SSD Slot Carrier	1			\$0.00	0	100%	0
Firewall	GLC-TE	1000BASE-T SFP transceiver module for Category 5 copper wire	1			\$305.68	0	100%	0
Firewall	FPR4K-ACC-KIT	FPR4K Hardware Accessory Kit	1			\$0.00	0	100%	0
Firewall	FPR4K-FAN	Firepower 4000 Series Fan	6			\$0.00	0	100%	0
Firewall	FPR4K-PWR-AC-1100	Firepower 4000 Series 1100W AC Power Supply	1			\$0.00	0	100%	0
Firewall	FPR4K-RACK-MNT	Firepower 4000 Series Rack Mount Kit	1			\$0.00	0	100%	0
Firewall	FPR4K-NM-BLANK	Firepower 4000 Series Network Module Blank Slot Cover	1			\$0.00	0	100%	0
Firewall	FPR4K-NM-BLANK	Firepower 4000 Series Network Module Blank Slot Cover	1			\$0.00	0	100%	0
Firewall	WARRANTY	Enhanced Limited Lifetime Warranty (E-LLW)	1			\$0.00	0	100%	0
IDF Room 1	C9200L-48P-4X-EDU	Catalyst 9200L 48-port PoE+ only, 4x10G uplinks, K12	1			\$4,721.48	0	100%	0
IDF Room 1	CON-SW-C92L48PX	SNTC-NO RMA Catalyst 9200L 48-port PoE+ only, 4x10G	1			\$299.90	0	100%	0
IDF Room 1	CAB-TA-NA	North America AC Type A Power Cable	1			\$0.00	0	100%	0
IDF Room 1	PWR-C5-BLANK	Config 5 Power Supply Blank	1			\$0.00	0	100%	0
IDF Room 1	C9200L-NW-A-48-EDU	C9200L Network Advantage, 48-port license K12	1			\$1,719.85	0	100%	0
IDF Room 1	C9200L-STACK-KIT	Cisco Catalyst 9200L Stack Module	1			\$707.43	0	100%	0
IDF Room 1	C9200-STACK	Catalyst 9200 Stack Module	2			\$0.00	0	100%	0
IDF Room 1	STACK-T4-50CM	50CM Type 4 Stacking Cable	1			\$0.00	0	100%	0
IDF Room 1	WARRANTY	Enhanced Limited Lifetime Warranty (E-LLW)	1			\$0.00	0	100%	0
IDF Room 2	C9200L-24P-4X-EDU	Catalyst 9200L 24-port PoE+ only, 4x10G uplinks, K12	1			\$2,735.54	0	100%	0
IDF Room 2	CON-SW-C92L24PX	SNTC-NO RMA Catalyst 9200L 24-port PoE+ only, 4x10G	1			\$173.18	0	100%	0
IDF Room 2	CAB-TA-NA	North America AC Type A Power Cable	1			\$0.00	0	100%	0
IDF Room 2	PWR-C5-BLANK	Config 5 Power Supply Blank	1			\$0.00	0	100%	0
IDF Room 2	C9200L-NW-A-48-EDU	C9200L Network Advantage, 48-port license K12	1			\$863.17	0	100%	0
IDF Room 2	C9200L-STACK-KIT	Cisco Catalyst 9200L Stack Module	1			\$707.43	0	100%	0
IDF Room 2	C9200-STACK	Catalyst 9200 Stack Module	2			\$0.00	0	100%	0
IDF Room 2	STACK-T4-50CM	50CM Type 4 Stacking Cable	1			\$0.00	0	100%	0
IDF Room 2	WARRANTY	Enhanced Limited Lifetime Warranty (E-LLW)	1			\$0.00	0	100%	0
IDF Room 3	C9200L-48P-4X-EDU	Catalyst 9200L 48-port PoE+ only, 4x10G uplinks, K12	1			\$4,721.48	0	100%	0
IDF Room 3	CON-SW-C92L48PX	SNTC-NO RMA Catalyst 9200L 48-port PoE+ only, 4x10G	1			\$299.90	0	100%	0
IDF Room 3	CAB-TA-NA	North America AC Type A Power Cable	1			\$0.00	0	100%	0
IDF Room 3	PWR-C5-BLANK	Config 5 Power Supply Blank	1			\$0.00	0	100%	0
IDF Room 3	C9200L-NW-A-48-EDU	C9200L Network Advantage, 48-port license K12	1			\$1,719.85	0	100%	0
IDF Room 3	C9200L-STACK-KIT	Cisco Catalyst 9200L Stack Module	1			\$707.43	0	100%	0
IDF Room 3	C9200-STACK	Catalyst 9200 Stack Module	2			\$0.00	0	100%	0
IDF Room 3	STACK-T4-50CM	50CM Type 4 Stacking Cable	1			\$0.00	0	100%	0
IDF Room 3	WARRANTY	Enhanced Limited Lifetime Warranty (E-LLW)	1			\$0.00	0	100%	0
MDF Room	C9200L-48P-4X-EDU	Catalyst 9200L 48-port PoE+ only, 4x10G uplinks, K12	3			\$4,721.48	0	100%	0
MDF Room	CON-SW-C92L48PX	SNTC-NO RMA Catalyst 9200L 48-port PoE+ only, 4x10G	3			\$299.90	0	100%	0
MDF Room	CAB-TA-NA	North America AC Type A Power Cable	3			\$0.00	0	100%	0
MDF Room	PWR-C5-BLANK	Config 5 Power Supply Blank	3			\$0.00	0	100%	0
MDF Room	C9200L-NW-A-48-EDU	C9200L Network Advantage, 48-port license K12	3			\$1,719.85	0	100%	0
MDF Room	C9200L-STACK-KIT	Cisco Catalyst 9200L Stack Module	3			\$707.43	0	100%	0
MDF Room	C9200-STACK	Catalyst 9200 Stack Module	6			\$0.00	0	100%	0
MDF Room	STACK-T4-50CM	50CM Type 4 Stacking Cable	3			\$0.00	0	100%	0
MDF Room	WARRANTY	Enhanced Limited Lifetime Warranty (E-LLW)	1			\$0.00	0	100%	0
MDF Room	C9500-16X-EDU	Catalyst 9500 16-port 10G, K12	1			\$10,448.90	0	100%	0
MDF Room	CON-SW-C950DU16	SNTC-NO RMA Catalyst 9500 16-port 10G, K12	1			\$663.17	0	100%	0
MDF Room	C9500-NW-A-L-EDU	C9500 Network Advantage, low-density license K12	1			\$3,894.00	0	100%	0

MDF Room	C9500-NM-8X	Cisco Catalyst 9500 8 x 10GE Network Module	1			\$2,660.90	0	100%	0
MDF Room	S9500UK9-168	UNIVERSAL	1			\$0.00	0	100%	0
MDF Room	PWR-C4-950WAC-R	950W AC Config 4 Power Supply front to back cooling	1			\$0.00	0	100%	0
MDF Room	PWR-C4-950WAC-R/2	950W AC Config 4 Power Supply front to back cooling	1			\$1,362.90	0	100%	0
MDF Room	CAB-TA-NA	North America AC Type A Power Cable	2			\$0.00	0	100%	0
MDF Room	GLC-TE=	1000BASE-T SFP transceiver module for Category 5 copper wire	1			\$305.69	0	100%	0
MDF Room	WARRANTY	Enhanced Limited Lifetime Warranty (E-LLW)	1			\$0.00	0	100%	0
UPS Equipment for MDF and IDFs	APC SMART-UPS 1500 LCD	APC Smart-UPS 1500VA LCD RM 2U 120V	5			\$951.76	0	100%	0
UPS Equipment for MDF and IDFs	APC SYBTU1-PLP UPS Battery Unit	Battery Units	16			\$471.22	0	100%	0
Equipment Installation and Configuration	Firewall	Installation of Cisco Firewall Equipment or Equivalent	1			\$2,200.00	0	100%	0
Equipment Installation and Configuration	Core Switch	Installation of Cisco Core Switch or Equivalent	1			\$1,400.00	0	100%	0
Equipment Installation and Configuration	Switches	Installation of Cisco Switches Equipment or Equivalent	1			\$1,200.00	0	100%	0
Equipment Installation and Configuration	UPS	Installation of APC Equipment or Equivalent	1			\$2,400.00	0	100%	0
Equipment Installation and Configuration	WARRANTY	Installation and Configuration Limited Lifetime Warranty	1			\$0.00	0	100%	0
			TOTAL:			\$196,699.10	0	100%	0

Existing Equipment Configuration for Basic Maintenance

ASA Firewall			E-rate Eligibility
ASA5525VPN-EM750K9	ASA 5525-X w/750 AnyConnect Essentials and Mobile	1	100%
ASA-AC-E-5525	AnyConnect Essentials VPN License - ASA 5525-X (750 Users)	1	100%
ASA-AC-M-5525	AnyConnect Mobile - ASA 5525-X (req. Essentials or Premium)	1	100%
ASA-ANYCONN-CSD-K9	ASA 5500 AnyConnect Client + Cisco Security Desktop Software	1	100%
ASA-VPN-CLNT-K9	Cisco VPN Client Software (Windows, Solaris, Linux, Mac)	1	100%
ASA5500-ENCR-K9	ASA 5500 Strong Encryption License (3DES/AES)	1	100%
ASA5525-MB	ASA 5525 IPS Part Number with which PCB Serial is associated	1	100%
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1	100%
CON-SW-ASA55257	CISCO BASE ASA 5525-X w/750 AnyConnect Ess and Mob	1	100%
SF-ASA-X-9.1-K8	ASA 9.1 Software image for ASA 5500-X Series,5585-X & ASA-SM	1	100%
IDF Room 1			
WS-C3850-24P-S	Cisco Catalyst 3850 24 Port PoE IP Base	1	100%
PWR-C1-715WAC	715W AC Config 1 Power Supply	1	100%
C3850-NM-2-10G	Cisco Catalyst 3850 2 x 10GE Network Module	1	100%
CAB-SPWR-30CM	Catalyst 3750X Stack Power Cable 30 CM	1	100%
CAB-TA-NA	North America AC Type A Power Cable	1	100%
CON-SW-WS-C384PS	CISCO BASE Cisco Catalyst 3850 24 Port PoE IP Base	1	100%
S3850UK9-33SE	CAT3850 Universal k9 image	1	100%
SFP-10G-LRM=	10GBASE-LRM SFP Module	1	100%
STACK-T1-50CM	50CM Type 1 Stacking Cable	1	100%
SMT1500RM2U	APC Smart-UPS 1500VA LCD RM 2U 120V	1	100%
IDF Room 2			
WS-C3850-48F-S	Cisco Catalyst 3850 48 Port Full PoE IP Base	1	100%
PWR-C1-1100WAC	1100W AC Config 1 Power Supply	1	100%
C3850-NM-2-10G	Cisco Catalyst 3850 2 x 10GE Network Module	1	100%
CAB-SPWR-30CM	Catalyst 3750X Stack Power Cable 30 CM	1	100%
CAB-TA-NA	North America AC Type A Power Cable	1	100%
CON-SW-WSC388FS	CISCO BASE Cisco Catalyst 3850 48 Port Full PoE IP	1	100%
S3850UK9-33SE	CAT3850 Universal k9 image	1	100%
SFP-10G-LRM=	10GBASE-LRM SFP Module	1	100%
STACK-T1-50CM	50CM Type 1 Stacking Cable	1	100%
SMT1500RM2U	APC Smart-UPS 1500VA LCD RM 2U 120V	1	100%

IDF Room 3			
WS-C3850-48F-S	Cisco Catalyst 3850 48 Port Full PoE IP Base	1	100%
PWR-C1-1100WAC	1100W AC Config 1 Power Supply	1	100%
C3850-NM-2-10G	Cisco Catalyst 3850 2 x 10GE Network Module	1	100%
CAB-SPWR-30CM	Catalyst 3750X Stack Power Cable 30 CM	1	100%
CAB-TA-NA	North America AC Type A Power Cable	1	100%
CON-SW-WSC388FS	CISCO BASE Cisco Catalyst 3850 48 Port Full PoE IP	1	100%
S3850UK9-33SE	CAT3850 Universal k9 image	1	100%
SFP-10G-LRM=	10GBASE-LRM SFP Module	1	100%
STACK-T1-50CM	50CM Type 1 Stacking Cable	1	100%
SMT1500RM2U	APC Smart-UPS 1500VA LCD RM 2U 120V	1	100%
MDF Room			
MDF WS-C3850-48F-S	Cisco Catalyst 3850 48 Port Full PoE IP Base	4	100%
PWR-C1-1100WAC	1100W AC Config 1 Power Supply	4	100%
C3850-NM-2-10G	Cisco Catalyst 3850 2 x 10GE Network Module	4	100%
CAB-SPWR-30CM	Catalyst 3750X Stack Power Cable 30 CM	4	100%
CAB-TA-NA	North America AC Type A Power Cable	4	100%
CON-SW-WSC388FS	CISCO BASE Cisco Catalyst 3850 48 Port Full PoE IP	4	100%
S3850UK9-33SE	CAT3850 Universal k9 image	4	100%
SFP-10G-LRM=	10GBASE-LRM SFP Module	4	100%
STACK-T1-1M	1M Type 1 Stacking Cable	4	100%
MDF WS-C4500X-16SFP+	Catalyst 4500-X 16 Port 10G IP Base, Front-to-Back, No P/S	1	100%
C4KX-NM-BLANK	Catalyst 4500X Network Module Blank	1	100%
C4KX-PWR-BLANK	Catalyst 4500X power supply Blank	1	100%
C4500X-16P-IP-ES	IP Base to Ent. Services license for 16 Port Catalyst 4500-X	1	100%
C4KX-PWR-750AC-R	Catalyst 4500X 750W AC front to back cooling power supply	1	100%
CAB-US515-C15-US	NEMA 5-15 to IEC-C15 8ft US	1	100%
CON-SW-WSC16SFX	CISCO BASE Catalyst 4500-X 16 Port 10G IP Base, Fro	1	100%
GLC-SX-MMD	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	1	100%
GLC-T	1000BASE-T SFP	1	100%
S45XUK9-34-1512SG	CAT4500-X Universal Crypto Image	1	100%
SD-X45-2GB-E	Catalyst 4500 2GB SD Memory Card	1	100%
SFP-10G-LR	10GBASE-LR SFP Module	1	100%
SFP-10G-LRM	10GBASE-LRM SFP Module	6	100%
SFP-10G-SR	10GBASE-SR SFP Module	1	100%
APC Net Shelters			
AR3150	Net Shelter SX 42U 750mm Wide x 1070mm Deep Enclosure	1	100%
AR3100	Net Shelter SX 42U 600mm Wide x 1070mm Deep Enclosure	2	100%



Standardized Agenda Request Form

Date of Meeting: February 4, 2020		Agenda Item No. (to be assigned by CSO): 2020-3027	
From:			
Subject: Discussion and acceptance of a \$158,500 grant from the Texas Emergency Medical Task Force (EMTF) for the purchase of equipment for the EMTF-11 Multi Patient Vehicle-MPV 11-01 Weslaco Ambulance Bus (AmBus) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.)			
Background: \$158,500 grant for purchase of equipment for the Weslaco AmBus MPV 11-01. no match grant.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Antonio Lopez		Created/Initiated	
Antonio Lopez		Approved	
Mike Perez		New	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: February 4, 2020		Agenda Item No. (to be assigned by CSO): 2020-3033	
From: Rebekah De La Fuente			
Subject: Discussion and consideration to enter into a Development Agreement between the City of Weslaco and Dreamland Estates, LLC for Citrus 674 Subdivision Drainage Detention Area maintenance, the establishment of a Home Owners Association (HOA) and the assessment of a monthly maintenance fee from the property owners as part of their utility bill and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement.)			
Background: The developer had requesting to dedicate the drainage areas to the City and to require the property owners of this development to pay a monthly fee as part of their utility bill for the maintenance of this area. In order to access a monthly fee a development agreement must be put in place. The proposed agreement will require that the property owners pay 0.0125 per square foot as part of their monthly utility bill.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission: The Final Plat was approved by City Commission on May 7, 2019. The revised Final Plat was approve by City Commission on October 15, 2019. The revised Final Plat dedicating the drainage areas to the City was approve by City Commission on January 7, 2020.			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Rebekah De La Fuente		Created/Initiated	
Rebekah De La Fuente		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Development Agreement			
Responsibilities upon Approval:			

Staff will advise Applicant

DEVELOPMENT AGREEMENT

This Development Agreement (Agreement) is executed between Dream Land Estates, LLC (Owner) and the City of Weslaco, Texas (City) a home rule municipality, each a Party and collectively the Parties to be effective on December 9, 2020.

ARTICLE ONE – RECITALS

WHEREAS, the Property the subject of this agreement is more particularly described as being a tract of land containing 8.46 acres situated in Hidalgo County, Texas. This land also being part or portion of farm tract 674, block 164, West & Adams tract subdivision, according to the map/plat recorded in volume 2, pages 34-37, map of records in the office of the County Clerk of Hidalgo County.

WHEREAS, this Agreement is a development agreement as provided for by Section 212.172 of the Texas Local Government Code.

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

ARTICLE TWO – APPLICABLE REGULATIONS

2.1 The Owner agrees to pay associated fees as outlined in the City of Weslaco Master Fee Schedule, Article VI, Section 2-190 at a rate of 0.0125 cents per square foot for maintenance of the drainage easements as part of the monthly utility bills to the City of Weslaco.

2.2 The Owner agrees that upon utilizing or being connected to any City utilities or services they agree to comply with and be bound by any City ordinances as they relate to development of the property as the City sees fit.

2.3 The Owner agrees that a portion of the monthly utility bills to the City of Weslaco will be utilized for maintenance of the drainage easements.

ARTICLE THREE-GENERAL PROVISIONS

3.1 Owner has the right to assign this Agreement to any person or entity that is or will become an owner of the Property. Each assignment shall be in writing executed by Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement. A copy of each assignment shall be provided to the City within 15 days after execution. From and after such assignment, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that the Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations. Upon assignment, an Assignee shall be considered the "Owner" and a "Party" for the purposes of this Agreement.

3.2 This Agreement and all amendments hereto and assignments hereof shall be recorded in the Deed Records of Hidalgo County This Agreement, when recorded shall be binding upon the Parties and their successors and assigns permitted by this Agreement and upon the Property.

3.3 The recitals contained in this Agreement are true and correct as of the Effective Date, form the basis upon which the Parties negotiated and entered into the Agreement, and reflect the final intent

of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of the Agreement, the intent of the Parties, as evidence by the recitals, shall be given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

3.4 The Owner does not by entering into this Agreement, waive any rights the owner has under state or federal law with respect to the development and use of the Property.

3.5 The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement.

3.6 The Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This agreement shall not be modified or amended except in writing signed by the Parties.

3.7 This Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations for the Parties are performable in Hidalgo County. Venue for any action to enforce or construe this Agreement shall be in Hidalgo County.

3.8 No provision of this Agreement may be waived except in writing signed by the Party waiving such provision.

3.9 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

EXECUTED by Owner and the City to be effective on the Effective Date.

David Suarez, Mayor
City of Weslaco, Texas

Dated

Attest:

Myra Garza, City Secretary
City of Weslaco, Texas

Dated

Owner

Dated

12/10/19

(no subject)

Rebekah M. De La Fuente <rdelafuente@weslacotx.gov>
To: Connie Bearden <trigenconnie1@gmail.com>

Tue, Dec 10, 2019 at 11:45 AM

I would remove this verbiage and input the verbiage regarding the paying of a monthly as part of the utility bill for maintenance of the drainage easements.

Rebekah de la Fuente, CFM

Interim Planning & Code Enforcement Director



City of Weslaco

255 S. Kansas Avenue

Weslaco, TX 78596

Ph: (956) 447-3401

Fax: (956) 973-3128

rdelafuente@weslacotx.gov

2 attachments



image001.png
62K



DEVELOPMENT AGREEMENT-Citrus - DREAMLAND ESTATES.docx

19K

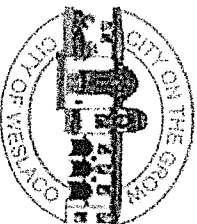


Standardized Agenda Request Form

Date of Meeting: February 4, 2020		Agenda Item No. (to be assigned by CSO): 2020-3034
From:		
Subject: Discussion and consideration to extend the collection agency (American Financial Bureau) contract for delinquent municipal accounts for another year or give authorization to staff to solicit Request for Qualifications for Fines and Fees Collection Services of delinquent municipal accounts, authorize a budget amendment as needed, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Municipal Court.)		
Background: The present collection agency has been with the City since 2015. In 2017 it was automatically renew for another two year. In 2019, the city commission extended American Financial Bureau contract for another year.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted:		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Rosa Huerta	Created/Initiated	
Rosa Huerta	Approved	
Mike Perez	Final Approval	
City Manager Comments: Approve.		
Staff Recommendation:		
Attachments, if any: AFB Contract		
Responsibilities upon Approval: If approved, we will start the process for request for qualifications.		

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Olga M. Noriega, Mayor Pro-Tem, District 3
David R. Fox, Commissioner, District 1
Greg Kerr, Commissioner, District 2
Gerardo "Jerry" Tafolla, Commissioner, District 4
Lupe V. Rivera, Commissioner, District 5
Fidel L. Pena III, Commissioner, District 6

Mike R. Perez, Interim City Manager

March 6, 2015

American Financial Bureau
ATTN: Ms. Benita Valadez
901 E. Sixth St. Suite 6
Weslaco, Texas 78596

Dear Ms. Valadez:

At their regular meeting of February 17, 2015, the Weslaco City Commission awarded American Financial Bureau as the best qualified, most advantageous respondent to the Request For Qualifications for Fines and Fees Collection Services of delinquent municipal accounts, authorized a budget amendment as appropriate, and authorized the Mayor to execute any related documents.

Enclosed please find the agreement as executed in duplicate by Mayor David Suarez; the City retained one original for its records.

Should you have any questions, please contact Interim City Manager Mike R. Perez at 956-973-3110.

Sincerely,

Elizabeth M. Walker
City Secretary

EMW/nm

C: Rosa Huerta, Municipal Court Administrator
Mike R. Perez, Interim City Manager
Sonia Flores, Assistant Finance Director

THE STATE OF TEXAS § AGREEMENT BETWEEN THE CITY OF
 § WESLACO AND AMERICAN FINANCIAL
CITY OF WESLACO § BUREAU
 § FOR DELINQUENT MUNICIPAL COURT
 § FINES & FEES COLLECTION SERVICES

COUNTY OF HIDALDO §

This agreement is made between the City of Weslaco, a home-ruled municipal corporation, located at 255 South Kansas, Weslaco, Hidalgo County, Texas, 78596, hereinafter referred to as "Client" and American Financial Bureau, located at 901 E. 6th St. Suite 6 Weslaco, Hidalgo County, Texas 78596, hereinafter referred to as "AFB".

In consideration of the mutual promises herein contained, the parties here to agree As follows:

RECITALS

A. Services To Be Performed.

1. AFB agrees to accept all referred past due (over 60 days) Fines & Fees for collection from Client in a timely and diligent manner in an attempt to collect.
2. AFB shall promptly undertake, through proper and lawful means, the collection of all Fine & Fees referred by the Client.
3. AFB shall not, under any circumstances, violate any federal, state, or local laws.
4. AFB shall remit to the Client an invoice by the 5th of each month for the amount collected on each warrant during the prior month.
5. AFB agrees to provide adequate staff to work all referred accounts for the duration of the agreement.

B. Client Placement / Cancellations

1. The Client will give past due Fines & Fees to AFB on a daily basis. The Client will provide all necessary documentation for collecting purposes.

2. The Client will add 30% to the past due warrants according to Texas Code of Criminal Procedure Title 2 Chapter 103 Article 103.0031.

4. AFB upon receiving notification on a referred account AFB shall return the account, however if the defendant have made prior agreements to make payments or is making monthly payments, AFB shall notify the court of such intentions and will receive compensation for the paid account.

C. COMPENSATION

1. The collection fee for accounts shall be at 30% of the total amount collected on accounts over 60 days past due pursuant to Article 103.0031, Code of Criminal Procedure. We do not add or collect a FEE on cases that have been determined Indigent, Judge Dismissals, Jail Credit for Time Served, or Community hours given by Judge.
2. The Client shall provide AFB with any and all information pertaining to the reimbursement on any referred accounts wherein payment was made to the Client directly.
3. AFB shall remit to Client an invoice by the 5th of each month for the amount collected on each account during the prior month.
4. The Client shall remit payment within 5 business days from receiving invoice.

D. Employee Provisions

The Client and AFB agree not to employ personnel from one another during the period of this agreement. Both parties agree not to employ any personnel from the other for the period of twelve (12) months after the termination of the agreement.

E. Computer Software & Hardware

1. Any and all computer hardware and software furnished by AFB will be the responsibility and property of AFB.
2. Any and all computer hardware and software furnished by Client shall be maintained by Client and will remain the responsibility of Client.

F. Notices

All notices and communications required or permitted under this Agreement shall be personally delivered or mailed to the respective parties by depositing same in the United States mail at the addresses shown below, unless and until either party is otherwise notified in writing by the other party at the following addresses:

If intended for The City of Weslaco:

City Manager
City of Weslaco
255 South Kansas
Weslaco, Texas 78596

If intended for American Financial Bureau:

Ms. Benita R. Valadez
American Financial Bureau
901 E. 6th St. Suite 6
Weslaco, Texas 78596

G. AFB Covenants of Agreement

1. All AFB Personnel, while performing any and all services as stated herein, shall comply with all applicable federal, state, county, city ordinances and regulations.
2. Any and all information or documentation requested by Client shall be furnished to assure that AFB is in compliance with all applicable policies and regulations.

H. Indemnity

AFB shall hold harmless and indemnify Client, its elected officials, employees, agents or representatives from all claims, actions and damages that are made and assessed against the Client, its elected officials, agents or representatives as a result of AFB' performance of activities and services under this Agreement.

I. Governing Law

The Validity of this Agreement and of its terms or provisions, as well as the rights and duties hereunder, shall be governed by the laws of the State of Texas.

J. Venue

Venue shall be in Hidalgo County, Texas

K. Term of Agreement & Termination of the Agreement

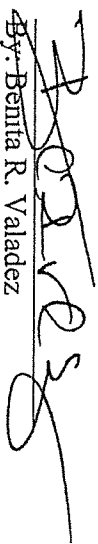
1

1. The term of this agreement shall commence on February 20, 2015 and shall continue in full force until February 20, 2017 and will remain in effect unless terminated by either party as provided in the following paragraph.
2. Either party has the option to terminate this agreement by giving the other party a written notice of at least (90) days prior to the effective termination date. Unless prior to (90) days before the Expiration Date, the Client or the Agency notifies the other in writing that it does not wish to continue this Agreement beyond its initial term, this agreement shall be automatically extended for additional 2 years without the necessity of any further action by either party. In the absence of any such notice by either party, the agreement shall continue to automatically renew for additional and successive two year terms in the same manner at the end of each renewal period.
3. Upon termination of the agreement, any and all referred accounts that are pending payment shall remain with AFB to be worked until completion and/or payment has been obtained.
4. Any and all original records provided to AFB in regards to referred accounts shall remain on the premise and possession of AFB. All reports, documents, or any other work related products developed or designed by AFB shall remain in the possession of AFB.
5. Upon termination of the agreement by either party, the Client agrees to continue to furnish AFB copies of payments made directly to Client on accounts still receiving payments by AFB.
6. AFB will continue to work and receive compensation on referred accounts as long as the accounts are still in expecting payment status.

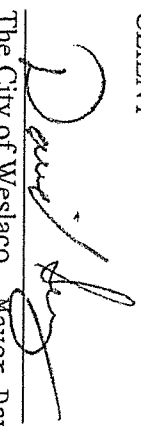
EXECUTED at Weslaco, Hidalgo County, Texas, on the day and year first written above.

AGENCY-

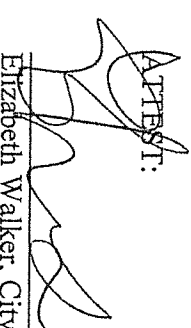
American Financial Bureau
901 E. 6th St. Suite 6
Weslaco, Texas 78596


By: Benita R. Valadez

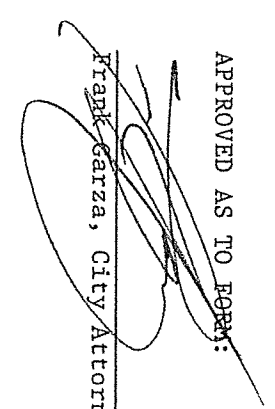
CLIENT-


The City of Weslaco, Mayor David Suarez
500 South Kansas 255 South Kansas Avenue
Weslaco, Texas 7896-78596

ATTEST:


Elizabeth Walker, City Secretary
02/17/15

APPROVED AS TO FORM:


Frank Garza, City Attorney



Standardized Agenda Request Form

Date of Meeting: February 4, 2020		Agenda Item No. (to be assigned by CSO): 2020-3053
From:		
Subject: Discussion and consideration to approve Proposal PSF20-013-00 from Raba Kistner Environmental, Inc. in the amount not to exceed \$190,800.00 for the four-year Landfill Post Closure Care Monitoring as stated on RFQ 2019-20-05 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)		
Background:		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Molly Vallejo	Created/Initiated	
Pete Garcia	Approved	
Mike Perez	Final Approval	
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: City of Weslaco LF 4 Year Post Closure Care Proposal - 1-14-20		
Responsibilities upon Approval:		

Proposal No. PSF20-013-00
January 14, 2020



12821 W. Golden Lane
San Antonio, TX 78249

Ms. Olga N. Garza
Assistant Public Works Director
City of Weslaco
1912 Joe Stephens Avenue
Weslaco, Texas 78596

PO Box 690287
San Antonio, TX 78269

P 210.699.9090
F 210.699.6426
TBPE Firm F-3257

WWW.RKCI.COM

**RE: Proposal to Conduct 4-Year Landfill Post-Closure Care Monitoring
Closed City of Weslaco Landfill
Alton, Hidalgo County, Texas
Municipal Solid Waste Permit No. 258
RFQ No. 2019-20-05**

Dear Ms. Garza:

Pursuant to the notification that we received from the City Secretary dated January 10, 2020, which indicated that that **Raba Kistner, Inc. (RKI)** was selected to represent the best qualified and most advantageous response to the referenced Request for Qualifications (RFQ), we are pleased to submit this proposal for environmental consulting services to the City of Weslaco (CLIENT) for the above-referenced landfill property, which is hereinafter referred to as the SITE. The broad objectives of this proposal include the performance of continued landfill post-closure monitoring and leachate recovery as necessary to assure ongoing regulatory compliance as part of a 4-year program to be conducted essentially from January 2020 through October 2023.

RKI greatly appreciates the opportunity to continue providing landfill monitoring and leachate recovery services as necessary to assure ongoing regulatory compliance with all applicable Texas Commission on Environmental Quality (TCEQ) post-closure requirements. Given our long and productive working relationship with the City of Weslaco and thorough familiarity with all conditions at the closed landfill facility, we are confident that we will continue to move the landfill closure process forward over the upcoming contract period, with minimal demands on the precious time of City of Weslaco Public Works staff. This proposal provides a description of the scope of services, costs, and terms and conditions for the referenced project.

BACKGROUND

RKI has provided a wide range of environmental and engineering consulting services to the City of Weslaco associated with the Closed City of Weslaco Landfill since January 2004. Most notably, these services have included the following:

- Preparation and submittal of a permit modification to the Texas Commission on Environmental Quality (TCEQ) in 2004 to reduce the number of groundwater monitor wells and landfill gas monitoring probes to be regularly monitored, resulting in a significant cost savings for the City of Weslaco given the required 30-year post-closure care monitoring period.

- Engineering design and project oversight for the installation of the final cover system for the approximate 9-acre City of Weslaco Landfill in November 2005. The final cover system design and implementation received final approval from TCEQ in April 2006. Subsequently, **RKI** installed 8 groundwater monitor wells and 7 landfill gas monitoring probes, which (in addition to three pre-existing groundwater monitor wells) are currently part of the permanent groundwater and landfill gas monitoring system for the facility.
- Performance of all required post-closure care activities including groundwater and landfill gas (background and detection) monitoring, leachate recovery, and TCEQ reporting since January 2006.
- Preparation and submittal of a permit modification in March 2006 to update the facility's Groundwater Sampling and Analysis Plan (GWSAP) as necessary to comply with revisions to the municipal solid waste (MSW) rules mandated by TCEQ.
- Preparation and submittal of a permit modification in May 2011 to update the facility's Landfill Gas Management Plan as necessary to address elevated landfill gas (methane) measurements detected in perimeter gas monitoring probes (GMPs) during the 2008 through 2010 monitoring program. As part of this effort, **RKI** obtained TCEQ approval to expand the perimeter monitoring system by the installation of 5 new GMPs along the facility boundaries and conduct an accelerated methane monitoring program to include weekly sampling events at GMPs, groundwater monitoring wells, gas vents, and breathing zone stations established at the SITE. The accelerated program was initiated in April 2011 and completed in June 2011. **RKEI** obtained TCEQ concurrence on October 10, 2011 that a methane remediation program is not necessary for the facility as reported methane concentrations in newly-installed perimeter GMPs are at acceptable levels.
- **RKI** prepared a formal response on August 10, 2011 to TCEQ comments and directives pertaining to the ongoing groundwater (Detection) monitoring program. TCEQ issued correspondence dated June 21, 2011 that includes directives for additional groundwater (Assessment) monitoring at the landfill facility. TCEQ was concerned with low-level concentrations of volatile organic compounds (VOCs) that have been periodically detected in groundwater samples over the last several years of (background and detection) monitoring. As discussed with the City of Weslaco, significant methane production at the landfill may contribute to low-level VOC concentrations reported historically at site monitoring wells. As directed by the TCEQ, MW-16 and two adjacent shallow monitoring wells were placed in assessment monitoring for an expanded list of potential environmental contaminants (i.e., Appendix II) as directed by TCEQ and specified in the landfill facility's approved GWSAP. The intent of assessment monitoring is to further evaluate the likelihood that contaminants are migrating from the landfill to shallow groundwater.
- **RKI** successfully implemented an Assessment Groundwater Monitoring Program in conjunction with detection monitoring since 2012 to confirm the absence of conditions that would prolong the 30-year post-closure care/monitoring period. Based on interpretation of data and regular communication with TCEQ, it was recommended that the suite of sampling for the comprehensive list of Appendix II constituents be significantly reduced, which has resulted in cost savings for the City of Weslaco over the past few years of the monitoring program (i.e., 2016 through 2019). **RKI**

petitioned successfully that assessment monitoring be limited to MW-16 (one well) for future assessment monitoring events.

The required post-closure care period for the City of Weslaco landfill is 30 years from site closure per TCEQ rules. This time period can be extended by TCEQ as necessary to ensure protection of human health and the environment (i.e. detection of VOCs in the upper groundwater-bearing unit currently poses a concern to TCEQ). Assuming that the detection of VOCs in the upper groundwater-bearing unit can be demonstrated not to pose a concern for facility in conjunction with the next phases of post-closure care monitoring, it is anticipated that the facility will complete remaining requirements for closure following completion of 2024 monitoring efforts.

SCOPE OF WORK

The purpose of this proposal is to outline the scope of services and costs for field work and laboratory testing to conduct groundwater, landfill gas, and leachate monitoring at the facility for the next four-year monitoring period (i.e., 8 groundwater and 16 landfill gas and leachate monitoring events, respectively) to be conducted essentially from January 2020 through October 2023. The scope of services for the City of Weslaco Landfill project will be implemented and conducted with the main goal of maintaining regulatory compliance with all landfill post-closure monitoring requirements. Specific activities that will be conducted by **RKI** as part of this proposal are described in the following paragraphs.

It is anticipated that this project will consist of four separate tasks as described below.

Task 1 – Semi-Annual Groundwater Sampling (Detection & Assessment Monitoring)

A total of eight semi-annual groundwater sampling events for the ongoing Detection Monitoring Program will be conducted in accordance with the procedures established in the current GWSAP prepared by **RKI**, dated September 25, 2006. Groundwater samples will be collected from the 11 existing groundwater monitor wells installed at the landfill. Five of the monitoring wells are completed in the uppermost groundwater bearing unit (GBU), which has exhibited declining water levels over the last 7-8 years owing to persistent drought conditions throughout the Rio Grande Valley (RGV). The semi-annual detection events typically occur in April and October of each calendar year. To reduce overall project costs, the separately-required annual Assessment Monitoring field work will be done in conjunction with the April (or first) detection monitoring events conducted during each year of the monitoring program.

In conjunction with previous semi-annual groundwater sampling events conducted in October 2010 and October 2015, VOC compounds (i.e., cis-1,2-dichloroethylene and benzene) were detected at low concentrations in select monitoring wells set within the uppermost GBU, which necessitated the performance of Assessment Monitoring with additional (Appendix II) testing requirements over the course of the past 4-year contract, pursuant to requirements set forth in *30 Texas Administrative Code Section §330.407(b)* and Section 3 of the facility GWSAP. On the basis of most recent groundwater sampling data generated that will be formally reported to TCEQ as part of the 2019 Annual Detection Groundwater Monitoring Report, this cost proposal assumes that the following Assessment Monitoring activities will be continued as part of the upcoming 2020-2023 program:

- MW-16 was placed into Assessment Monitoring status following the detection of cis-1,2-dichloroethylene during the October 2010 sampling event. On the basis of subsequent testing data for the full suite of Appendix II constituents, TCEQ has agreed to reduce the monitoring requirements to the standard Appendix I constituents only, in accordance with 30 TAC §330.409(b), since no new Appendix II constituents were detected. As MW-16 has been reported dry since April 2012, the well has not demonstrated two consecutive semi-annual monitoring events with constituent concentrations below background values (i.e., no detectable cis-1,2-dichloroethylene). Therefore, the Assessment Monitoring status will remain in effect for MW-16 moving into the new 2020 monitoring year.
- Owing to a detection of benzene at MW-10 during the October 2015 sampling event, this well was placed into an Assessment Monitoring status and shallow wells MW-18 and MW-8, representing up-gradient and down-gradient wells, respectively, were also tested for Appendix II constituents, but remain in detection monitoring status. MW-10 and MW-8 were reverted back to Appendix I constituents testing after two consecutive semi-annual monitoring events as no Appendix II constituents were detected. Although MW-18 had no detections of Appendix II constituents during the October 2015 sampling event, the well has been dry since April 2016. TCEQ has directed that MW-18 be tested one more time for the full suite of Appendix II constituents, provided that groundwater is present.

The following subsections provide a description of specific project activities that will be conducted as part of the 2020-2023 Detection and Assessment Groundwater Monitoring Program.

Well Inspection, Gauging, and Landfill Gas Evaluation

Prior to the commencement of monitor well gauging or purging activities, the condition of all monitoring wells will be visually inspected. The well casing and concrete pads will be checked for the presence of cracks or fissures that could compromise the integrity of the surface completion. Each well will be additionally inspected for damage due to vandalism, animals or insects, and/or heavy equipment operations. Descriptions of apparent well damage or conditions conducive to the transmission of surface runoff along monitor well installations will be noted in field records. The location of each monitor well will be initially verified using a current SITE map to verify that appropriate monitor wells are identified for sampling.

The presence of landfill gases within the well casing at respective monitor well locations, in addition to perimeter GMPs, will be evaluated utilizing a properly calibrated landfill gas monitor. Measurements will consist of the concentration of methane, hydrogen sulfide, carbon dioxide and oxygen. Well casings will be screened during each monitoring event to verify that the concentration of methane gas does not exceed the lower explosive limit (LEL) for methane. In the event that methane is detected at concentrations that exceed the LEL, steps will be immediately taken to ensure the protection of human health and safety. A record of field methane measurements will be recorded in field records and made available to CLIENT as necessary in conjunction with any facility inspections that may be conducted by TCEQ.

Prior to purging the on-site monitor wells, depth-to-water and total well depth measurements will be gauged at each well location from a permanent, clearly marked reference point located at the well top of

casing (TOC). All measurements will be recorded to the nearest hundredth of a foot utilizing an electronic water-level indicator (e-line). To reduce the potential for contaminants to be introduced into site monitor wells as the result of gauging activities, the e-line probe and measurement tape will be decontaminated before and after each use.

Water collected from purging activities and decontamination fluids will be temporarily containerized in 55-gallon drums and transferred to the on-site leachate evaporation pond for disposal.

Well Sampling and Chemical Analysis

RKI personnel will follow field procedures pertaining to well purging; timing and order of sampling; sample collection, preservation, and shipment; field measurements; sample containers; sample preservation and holding times; sample storage and transport; and chain of custody documentation in strict accordance with the GWSAP. Field measurements of pH, temperature, specific conductance and total dissolved solids will be collected at each of the eleven on-site monitor wells during purging and sampling. During purging, groundwater measurements will be collected for each volume of groundwater removed until the groundwater parameters have stabilized (within 10% of the previously recorded values).

In accordance with GWSAP requirements and current TCEQ directives, groundwater samples collected from the eleven onsite wells in conjunction with Assessment and Detection Monitoring Programs will be analyzed for TCEQ-specified metals, inorganic water quality parameters, and VOCs, which collectively comprise the standard Appendix I constituents list. Additionally, quality assurance and quality control (QA/QC) samples will be collected and analyzed for each groundwater sampling event consisting of the following: one trip blank per cooler, one equipment blank, two field blanks and two field duplicates. The equipment blank and field duplicates will be analyzed for metals and VOCs and the trip and field blanks will be analyzed for VOCs only.

It is anticipated that throughout the duration of the proposed 4-year monitoring program, chemical analyses of groundwater samples will be performed by Eurofins Environmental Testing (*formerly TestAmerica*), a nationally-accredited analytical laboratory with a comprehensive testing laboratory located in Denver, Colorado. Eurofins is very familiar with specific testing requirements for the City of Weslaco facility given the fact that they have performed all analytical testing for this project on behalf of **RKI** since January 2006. Eurofins is one of few laboratories that can meet TCEQ-defined Protective Concentration Levels (PCLs) or detection limits for various constituents defined with respect to the currently-defined Detection (Appendix I constituents) and Assessment (Appendix II constituents) Monitoring Programs. The costs presented herein assume the analytical testing for this project will be completed within a standard turnaround time of 10 to 14 business days.

Task 2 – Annual Groundwater Monitoring Reporting

As stated in the GWSAP, annual groundwater Assessment Monitoring and Detection Monitoring reports will be submitted to TCEQ on an annual basis no later than 60 to 90 days after the last sampling event in a calendar year, each of which will discuss the sampling event data and monitoring results generated since the previous submittal. The monitoring event submittals will consist of a narrative description of site conditions and analytical results, appropriate graphical illustrations and tables, and the completed 4-page

Groundwater Sampling Report (TCEQ-0312) form for each groundwater sample submitted for analytical testing. The submittal package will also contain the signed laboratory report of chemical analysis, appropriate laboratory QA/QC data, and copies of associated chain-of-custody documentation. In addition, the completed TCEQ Laboratory Review Checklist will be generated and submitted to TCEQ with both the annual detection monitoring and assessment monitoring reports.

RKI will coordinate delivery of all reports with TCEQ pending approval by City of Weslaco. Both the City and TCEQ will receive a hard copy and digital copy of each report. As further discussed with respect to **Task 4** herein, **RKI** will also work on behalf of City to address and/or resolve regulatory comments pertaining to this annual reporting.

Task 3 – Quarterly Landfill Gas Monitoring

A total of 16 quarterly landfill gas monitoring events will be performed by **RKI** as part of the upcoming 4-year monitoring effort. Landfill gas monitoring will be conducted using a calibrated landfill gas meter. Concentrations of landfill gas (i.e., methane and hydrogen sulfide), carbon dioxide and oxygen measured at each location will be documented in the field notes. In order to reduce overall project costs, it is proposed that 8 of the 16 quarterly landfill gas monitoring events be conducted concurrently with the 8 semi-annual groundwater monitoring events.

Additionally, in conjunction with each quarterly landfill gas monitoring event, the fluid levels within each of the two on-site leachate collection sumps will be observed. Fluid encountered within the leachate sumps will be removed and transported to the on-site leachate evaporation pond for disposal. Fluid levels and quantities removed will be documented in the Annual Groundwater Detection Monitoring Report, discussed herein with respect to **Task 2**.

Task 4 – GWSAP Updates and Additional Post-Closure Care Consulting

Throughout the duration of the 4-year contract period, **RKI** will provide additional consulting services to the City of Weslaco to address other issues that develop as part of the ongoing post-closure monitoring process. Based on our past experience and project work at the subject facility, additional services that may be required throughout the duration of the next 4-year monitoring period include but are not limited to the following:

- Address regulatory directives and comments to annual monitoring reports pertaining to the detection of VOCs in groundwater and/or elevated landfill gas concentrations at perimeter GMPs;
- Attend regulatory and City of Weslaco meetings as necessary to discuss potential regulatory compliance issues and/or changes to established landfill monitoring activities that may be directed by TCEQ based on monitoring results Municipal Solid Waste (MSW) rule revisions;
- Prepare updates to the facility's GWSAP and/or Landfill Gas Management Plan, and coordinate/implement modifications to the leachate recovery, landfill gas monitoring, and/or groundwater monitoring and reporting procedures; and

- Provide guidance to the City of Weslaco regarding the annual maintenance of the landfill final cover system, post-closure monitoring system components, facility fencing, and leachate evaporation pond.

Based on review of collective groundwater testing data developed through the completion of the 2019 annual programs, it may be beneficial to update background water quality data during the 2020-2023 monitoring period in accordance with §330.407(a)(1) requirements. Provided that sufficient data is available, it is anticipated that updating the background monitoring data for metals and inorganic water quality parameters used to facilitate intrawell comparisons and statistical analysis of water chemistry data per the Combined Shewhart-Cusum Analysis method will reduce the likelihood that Statistically Significant Increases (SSIs) are erroneously indicated (i.e., reduce occurrence of false positives). **RKI** will evaluate preparation of the required Background Data Update Report on behalf of the City of Weslaco in conjunction with the 2020 groundwater monitoring program.

ESTIMATED COST

In accordance with our past contract history, it is proposed that project services be provided on a Time and Materials (T&M) basis not-to-exceed the estimated task budget totals without additional authorization from the City of Weslaco. In the event that additional services are requested and/or necessary to complete project activities, **RKI** will provide a cost estimate under separate cover and solicit authorization from the City of Weslaco before proceeding with additional work. The estimated costs for conducting the activities described herein for each of the landfill monitoring tasks are as follows:

Task 1 – Semi-Annual Groundwater Sampling	\$101,700
Task 2 – Annual Groundwater Monitoring Reporting	\$ 38,500
Task 3 – Quarterly Landfill Gas Monitoring	\$ 40,700
Task 4 – GWSAP Updates and Additional Post-Closure Care Consulting	\$ 9,900
TOTAL	\$190,800

Given our thorough familiarity with landfill conditions and issues and excellent past working history with the City of Weslaco, **RKI** is prepared to provide referenced services at rate indicated above, which essentially matches the previous 2016-2019 program cost, despite annual increases in our internal operating (labor) costs and direct project expenses.

LIMITATIONS

The costs presented above assume that a Significant Statistical Increase (SSI) indicative of groundwater contamination from the landfill, which will require additional testing/sampling and reporting, will not be detected during the analysis of the groundwater sampling data. Should an SSI be confirmed pursuant to procedures outlined in the GWSAP and additional assessment monitoring required by TCEQ (i.e., in excess of that proposed herein), **RKI** will provide separate cost proposal(s) for appropriate services for City of Weslaco consideration and obtain approval prior to proceeding.

The costs presented in this proposal do not include the installation of additional landfill gas vents or groundwater monitor wells, which may be required throughout the detection monitoring period, either to replace damaged wells/probes or as required due to potential changes to facility conditions. Should the installation of additional landfill gas vents or groundwater monitor wells be required, **RKI** will provide separate cost proposal(s) for appropriate services for City of Weslaco consideration and approval prior to proceeding.

ACCEPTANCE

We appreciate the opportunity of submitting this proposal and look forward to working with you in the development of this project. This proposal and the attachments listed below constitute the contract between us. Please sign below as your acceptance of this contract and to authorize **RKEI** to proceed with this project.

<u>Attachment</u>	<u>Description</u>
I	Standard Terms and Conditions
II	Schedule of Fees for Professional Services

Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Bexar County, Texas.

RKEI considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to evaluate this proposal.

Very truly yours,

RABA KISTNER ENVIRONMENTAL, INC.



Richard V. Klar, P.G.
Vice President

RVK/srw

Accepted By _____
(Signature)

(Typed or Printed Name)

(Title)

Attachments:

I – Standard Terms and Conditions

II – Schedule of Fees for Professional Services

Date _____

Copies Submitted: Above (1 Electronic PDF Copy)



STANDARD TERMS AND CONDITIONS

1. **SERVICES.** Raba Kistner, Inc., by and through one of its subsidiaries (Raba Kistner Consultants, Inc., Raba Kistner Environmental, Inc., Raba Kistner Facilities, Inc. or Raba Kistner Infrastructure, Inc.) (the relevant subsidiary, being engaged to provide the services to CLIENT in connection with the delivery of this instrument, is referred to as "RK" herein) is being engaged by the CLIENT to render professional services ("Services") involving only RK's advice, judgment and opinion. RK may subcontract all or a portion of the Services performed hereunder. RK shall apply professional judgment in determining the extent to which RK complies with any given standard identified in RK's instruments of professional services. CLIENT expressly acknowledges that RK makes no warranties or guarantees, expressed or implied, regarding the Services.
2. **INFORMATION PROVIDED BY CLIENT.** CLIENT may provide or direct RK to utilize or rely upon certain information ("CLIENT Information") in the performance of RK's services. RK shall be entitled to rely upon such CLIENT Information. RK will not conduct an independent evaluation of the accuracy or completeness of such CLIENT Information and shall not be responsible for any errors or omissions in such information. RK's report, as well as any recommendations, findings, and conclusions made by RK, are dependent on information received from CLIENT. Changes or modifications to the information provided by CLIENT can affect RK's evaluation, recommendations, findings and conclusions, and CLIENT agrees—as a material term of this Agreement—to notify RK immediately, in writing, if CLIENT becomes aware of any such changes or modifications, including changes to the size, scope, location, or other material characteristics of CLIENT's project. The CLIENT shall be responsible for providing the location of all underground utilities and other structures in the vicinity of RK borings or excavations. RK will not accept responsibility and will not be liable for affecting or damaging any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT, a utility, or a utility locating agency.
3. **SITE ACCESS AND SITE SAFETY.** CLIENT shall provide right-of-entry to the buildings and sites which are the subjects of RK's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. RK shall be responsible for supervision and site safety measures of its own employees and subconsultants, but shall not be responsible for the supervision or health and safety precautions of any other parties, including CLIENT, CLIENT'S contractors, subcontractors, or other parties present at the site.
4. **SUBSURFACE EXPLORATIONS.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. CLIENT understands RK's layout of boring and test locations is approximate and that RK may deviate a reasonable distance from those locations. RK will take reasonable precautions to reduce damage to the site when performing services; however, CLIENT accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the scope of services.
5. **CHANGED CONDITIONS.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to RK are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, RK may call for renegotiation of appropriate portions of this Agreement. RK shall notify the CLIENT of the changed conditions necessitating renegotiation, and RK and the CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If changes cannot be agreed to with respect to changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement.
6. **TESTING AND OBSERVATIONS.** CLIENT understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. RK will provide test results and opinions based on tests and field observations only for the work tested. CLIENT understands that testing and observation are not continuous or exhaustive, and are conducted to reduce – not eliminate – project risk. CLIENT agrees to the level or amount of testing performed and the associated risk. CLIENT is responsible (even if delegated to contractor) for notifying and scheduling RK so RK can perform these services. RK shall not be responsible for the quality and completeness of contractor's work or their adherence to the project documents, and RK's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. CLIENT acknowledges that RK will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.
7. **ESTIMATE OF FEES FOR CONSTRUCTION AND MATERIALS TESTING SERVICES.** If included as part of RK's proposal, RK will, to the best of its ability, perform the scope of services related to Construction and Materials Testing Services within the proposed fee estimate provided by RK. RK's proposal fees are based upon an estimate of the services required to meet the specifications for the project and following generally accepted engineering practices. The CLIENT recognizes that unforeseen circumstances along with changes in scope and project/contractor's schedules can influence the successful completion of the scope of services within the estimated proposed fees. Because the contractor has sole control over the project and determines the means and methods used to build/construct the project, RK's service fees are estimates and not lump sum or guaranteed maximum fees. The CLIENT is fully responsible for payment of all services provided, including retests of contractor's failed areas.
8. **REPORTS.** RK may provide CLIENT with written reports in connection with the Services performed. Such reports will present such findings and conclusions as RK may reasonably make with the information gathered while performing its services, and provided by CLIENT. The reports may be copied for inclusion in other documents related to the project provided it is reproduced in its entirety; however reports and other instruments of service are prepared for, and made available for, the sole use of the CLIENT, and the contents thereof may not be used or relied upon by others without the express written authorization of RK. Any unauthorized use or distribution shall be at the CLIENT's sole risk and without liability to RK..
9. **TOXIC AND HAZARDOUS MATERIALS.** CLIENT shall provide RK with all information within CLIENT'S possession or knowledge as to the potential or presence of toxic or hazardous materials or pollutants at the site. CLIENT agrees that RK neither created nor contributed to the creation or existence of any toxic or hazardous

materials or pollutants. In no event shall RK be required to sign a hazardous waste manifest or take ownership of any toxic or hazardous materials or pollutants. If unanticipated toxic or hazardous materials or pollutants are encountered while performing RK's services, RK reserves the right to stop field operations and notify the CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. RK and CLIENT must mutually agree to remobilize.

10. **NO THIRD-PARTY BENEFICIARIES.** The services and any report(s) prepared under this Agreement are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with or a cause of action in the favor of any third party against either RK or CLIENT. If CLIENT provides a copy of any report prepared by RK to others, it shall advise the recipient that the information contained in the report is provided for information only and is not to be relied upon by third parties.
11. **LEED PROJECTS.** Unless specifically addressed elsewhere in this agreement, RK has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner's agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including: developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings.
12. **STANDARD OF CARE.** RK shall perform its professional services in accordance with the standard of care and diligence normally practiced by professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that RK makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work product.
13. **RISK ALLOCATION.** RK will be responsible only for its own work, and that of its sub-consultants, and not for defects in the work designed or built by others.
14. **LIMITATION OF LIABILITY.** CLIENT AND RK HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING RK'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF RK (AND ITS RELATED ENTITIES, EMPLOYEES, OWNERS, AGENTS, AND REPRESENTATIVES) TO CLIENT (AND THIRD PARTIES GRANTED RELIANCE ON RK'S WORK PRODUCT, OR OTHERWISE SEEKING RECOVERY UNDER THIS AGREEMENT) IS LIMITED TO THE GREATER OF \$100,000 OR THE FEE PAID RK UNDER THIS AGREEMENT, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF RK'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY,
15. **CONSEQUENTIAL DAMAGES.** Neither CLIENT nor RK will be liable to the other for any special, consequential, indirect, incidental or penal losses or damages of any kind, nor will CLIENT or RK be liable to the other for losses, damages, or claims, regardless of how defined, related to: lost profits; unavailability of property or facilities; shutdowns or service interruptions; loss of use, , revenue, opportunity, or inventory; use charges, carrying costs, cost of substitute facilities, goods, or services; cost of capital, or claims of any other party and/or its customers.
16. **SUSPENSION OF SERVICES.** If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, RK may suspend performance of services upon seven (7) calendar days' notice to the CLIENT. RK shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such

suspension. Upon payment in full by the CLIENT, RK may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for RK to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by RK. Payment to RK for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

17. **WAIVER OF SUBROGATION.** To the extent damages are covered by property insurance, or any other available insurance coverage, CLIENT and RK waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. CLIENT agrees that CLIENT shall procure, or cause to be procured builder's risk insurance or other property insurance for its project. RK and CLIENT waive all rights against each other and any of their consultants, contractors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, flood, or other causes of loss to the extent covered by CLIENT's or CLIENT's Contractor's builder's risk insurance, or other available insurance coverage. The policies shall provide waivers of subrogation by endorsement or otherwise. CLIENT shall require of its contractors, consultants, agents and employees similar waivers in favor of RK and its subconsultants. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
18. **OWNERSHIP OF DOCUMENTS.** R-K's reports, drawings, plans, specifications, and other documents and deliverables are instruments of professional service ("Instruments of Service") developed by RK in contemplation of a wide array of project-specific variables, including how the documents will be used and by whom. RK shall be the author, owner and custodian of the Instruments of Service, and shall retain all common law, statutory, and other reserved rights, including copyright. By execution of this Agreement, RK grants to CLIENT a limited, nonexclusive license to use the Instruments of Service for purposes of constructing, using, and maintaining the project for which the services are performed, provided CLIENT substantially performs its obligations, including prompt payment of all sums when due, under this agreement.

Upon completion of the services, and payment in full of all monies due RK, CLIENT may retain copies of all such documents. **THE INSTRUMENTS OF SERVICE ARE NOT INTENDED NOR REPRESENTED TO BE SUITABLE FOR REUSE ON EXTENSIONS, MODIFICATIONS, OR ADAPTATIONS OF THE PROJECT, OR ANY OTHER PROJECT, ANY REUSE OF SUCH DOCUMENTS, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY RK FOR THE SPECIFIC PURPOSE INTENDED, WILL BE AT CLIENT'S SOLE RISK WITHOUT LIABILITY OR LEGAL EXPOSURE TO RK, AND CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND CONSULTANTS AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, DEFENSE COSTS, AND COURT COSTS) ARISING FROM OR ALLEGEDLY ARISING FROM OR IN ANY WAY CONNECTED WITH THE UNAUTHORIZED REUSE OR MODIFICATION OF THE DOCUMENTS BY CLIENT OR ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE DOCUMENTS FROM OR THROUGH THE CLIENT WITHOUT THE WRITTEN AUTHORIZATION OF R-K REGARDLESS OF WHETHER SUCH CLAIMS, DEMANDS, OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR CONSULTANTS.**

Parties other than CLIENT and RK may apply to use an instrument, using a form prepared by RK for that purpose. Others' use of an instrument shall be permitted only when CLIENT and RK both so agree; either shall have the right to forbid use by others. In

addition, R-K shall make its permission contingent upon the satisfaction of certain conditions when, in RK's professional judgment, such a contingency is necessary.

19. **DISPUTE RESOLUTION/LITIGATION.** All claims, disputes, and other controversy between RK and CLIENT arising out of or in any way related to the services provided by RK shall be submitted to mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute requires litigation as provided above, the CLIENT assents to personal jurisdiction in the State of Texas; the claim will be brought and tried in Bexar County, the county where RK's principal place of business is located, and CLIENT waives the right to remove or transfer the action to any other county or jurisdiction. The prevailing party will be entitled to recovery of all court costs, attorneys' fees, and other legally recoverable claim-related expenses. As a condition precedent to mediation of any claim arising out of the services provided under this Agreement, CLIENT shall obtain the written opinion from a registered, independent, and reputable professional engineer that RK has violated the standard of care applicable to RK's performance of services, in a form that meets the requirements of Texas Civil Practice & Remedies Code Chapter 150.
20. **TERMINATION OF CONTRACT.** CLIENT and RK may terminate services at any time upon ten (10) calendar days' written notice. In the event of termination, CLIENT agrees to fully compensate RK for services performed including reimbursable expenses through the termination date, as well as reasonable demobilization expenses. RK will terminate services without waiving any claims or incurring any liability.
21. **STATUTE OF LIMITATIONS.** Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date of the report issued by RK giving rise to the cause of action; (2) the date on which RK issues its last report under this Agreement; or (3) if RK is retained to perform construction observation, the date of substantial completion of the project.
22. **FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.
23. **NO ASSIGNMENT.** Neither RK nor CLIENT shall assign, sublet, or transfer its interest in this Agreement without the express written consent of the other.
24. **SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provision the maximum permissible effect and application intended.
25. **ENTIRE AGREEMENT.** This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.



SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

<u>PERSONNEL:</u>	Principal.....	\$135 to \$250/hour
	Professional.....	\$70 to \$200/hour
	Auto Cad Operator.....	\$65 to \$110/hour
	Technical/Clerical/Administrative	\$40 to \$80/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a \$10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba Kistner (RK) will be charged according to their professional classification.

EXPENSES: Use of company automobiles will be charged at \$1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at \$70.00 per day, plus \$1.00 per mile over 50 miles per day. Copies will be charged at \$0.25 per page.

Other project specific charges for use of RK equipment or for RK testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.



Standardized Agenda Request Form

Date of Meeting: February 4, 2020		Agenda Item No. (to be assigned by CSO): 2020-3067	
From:			
Subject: Discussion and consideration on Notice and Order of a Special Election held to be held May 2, 2020 for charter amendments and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Secretary Department.)			
Background: Commission action on January 28, 2020 approved Ordinance 2020-02 for a special election be called for May 2, 2020 for charter amendments. Second and The Notice and Order of Special Election are in compliance with Texas Election Code.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega Aida Vega Mike Perez		Created	
City Manager Comments: Approve.			
Staff Recommendation: Approve.			
Attachments, if any: Order of Special Election			
Responsibilities upon Approval: Execute, publish accordingly and post notices as required.			

ORDER OF SPECIAL ELECTION FOR MUNICIPALITIES
(ORDEN DE ELECCION ESPECIAL PARA MUNICIPIOS)

A Special Election is hereby ordered to be held on May 2, 2020 for the purpose of:

CITY OF WESLACO, PROPOSITION A: That Article V, Section 5 of the City Charter of the City of Weslaco, Texas be submitted for charter amendment, and if approved by a majority vote, be changed to read as follows:

The elective officers of the city shall consist of six (6) City Commissioners and a Mayor. The elections after May 2020 shall be from four (4) Single-Member Districts and two (2) At-Large Members. The City of Weslaco shall be divided into four (4) Single-Member Districts for the purpose of electing one (1) City Commissioner from each Single-Member District. Candidates for City Commission shall have resided in the district from which he or she seeks election for at least six (6) months prior to the date of the election. The position of Mayor and two (2) City Commissioners shall be elected At-Large by the voters of the City of Weslaco and shall have resided in the City of Weslaco six (6) months prior to date of election. Should no candidate receive a majority of the votes at the election from which he or she is a candidate, the City Commission shall immediately order a run-off election to be held not less than ten (10) days nor more than twenty (20) days after the results of the election has been declared, at which at said run-off election the names of the two (2) candidates receiving the highest number of votes for said office at the election shall be printed on the ballot and submitted to the qualified voters of the district in which they were candidates or in the case of the position of Mayor and two (2) City Commissioners, to the voters of the City, at large. The candidate receiving the majority of votes at such election shall be declared duly elected. The four (4) Single-Member Districts shall be drawn according to the state and federal laws. The first election held pursuant to this provision shall be held in November 2021, in which District 2 and 3 shall stand for election; in the election held November 2022, District 1 and 4 shall stand for election; and in the election held November 2023, the Mayor and District 5 and 6 shall stand for election. After an election and canvass of the returns and declaration of results, the Mayor and each City Commissioner shall serve one (1) term.

CITY OF WESLACO, PROPOSITION B: That Article V, Section 2 of the City Charter of the City of Weslaco, Texas be submitted for charter amendment, and if approved by a majority vote, be changed to read as follows:

The Mayor and City Commissioners shall hold office for a period of four (4) years until their successors are elected and qualified.

CITY OF WESLACO, PROPOSITION C: That Article V, Section 2 of the City Charter of the City of Weslaco Texas, be submitted for charter amendment and if approved by a majority vote, be changed to read as follows:

The Mayor and all City Commissioners shall be limited to three (3) four (4) year consecutive terms.

(Por la presente se ordena que se llevará a cabo una elección el día 2 de Mayo, 2020 con el propósito de:)

NEED SPANISH VERSION

Early voting by personal appearance will be conducted each weekday at **Business Visitor and Event Center Conference Room A, 275 South Kansas Ave, Weslaco, Texas**

(location) (sitio)

(La votación adelantada en persona se llevará a cabo de lunes a viernes e:) **Centro de Nogocios Visitantes Y Eventos Sala de conferencias A, 275 South Kansas Avenue, Ciudad de Weslaco, Texas**

Recommended but not
required

Days (Días) Dates (Fechas) Hours (Horario)

Monday (lunes) April 20, 2020 7:00 a.m. - 7:00 p.m.

Tuesday (martes) April 21, 2020 7:00 a.m. - 7:00 p.m.

Wednesday (miercoles) April 22, 2020 7:00 a.m. - 7:00 p.m.

Thursday (jueves)) April 23, 2020 April 22, 2020 7:00 a.m. - 7:00 p.m.

Friday (viernes)) April 24, 2020 7:00 a.m. - 7:00 p.m.

Saturday (sabado)) April 25, 2020, 2019 7:00 a.m. - 7:00 p.m.

Sunday (domingo) April 26, 2020 10:00 a.m. - 3:00 p.m.

Monday (lunes) April 27, 2020 7:00 a.m. - 7:00 p.m.

Tuesday (martes) April 28, 2020 7:00 a.m. - 7:00 p.m.

Applications for ballot by mail shall be mailed to:

(Las solicitudes para boletas que se votarán en ausencia por correo deberán enviarse a:)

YVONNE RAMON, ELECTIONS ADMINISTRATOR

(Name of Early Voting Clerk)

(Nombre del Secretario(a) de la Votación Adelantada)

101 SOUTH TENTH AVENUE

(Address) (Dirección)

EDINBURG

78539

(City) (Ciudad)

(Zip Code) (Zona Postal)

Applications for ballots by mail must be received no later than the close of business on

(Las solicitudes para boletas que se votarán en ausencia por correo deberán recibirse para el fin de las horas de negocio el)

APRIL 20, 2020

(date) (fecha)

Issued this the **4TH** day of **FEBRUARY, 2020**.

(Emitida este día 4 de ABRIL, 20 20.)

Commissioner
(Concejal)

Signature of Mayor
(Firma del Alcalde)

Commissioner
(Concejal)

Commissioner
(Concejal)

Commissioner
(Concejal)

Commissioner
(Concejal)

Instruction Note: A copy of this election order must be delivered to the county Clerk/elections Administrator and Voter Registrar immediately after ordering the election.

(Nota de instrucción: Se deberá entregar una copia de esta orden de elección al/a la Secretario(a) del Condado/Administrador(a) de Elecciones y el/la Registrador(a) de Votantes inmediatamente después de ordenar la elección.)

January Advertising		
Item	Description	Cost
Winter Texas Advertising	AIM Media-Park Guide Books/Welcome Home RGV EXPO	\$1,335.00
Nature Tourism	South Texas Nature Membership Dues	\$1,500.00
Texas/Domestic	Benchmark Outdoor (Feb. digital billboard)	\$2,300.00
Convention/Promo	Marketing Promo	\$545.00
Total:		\$5,680.00

Business, Visitor & Events Center	
Approximate # of Guests	379
In State Visitors	16
Out of State visitors	332
Total:	727

**total of 14 facility reservations (conference center/board room)*

Other:

- Upcoming Events:
 - Speed Networking Luncheon-February 5, 2020
 - Lunch & Learn-February 6, 2020
 - Texas Onion Fest-March 28, 2020
- Currently accepting nominations for Weslaco Beautiful Recognition
 - Residential
 - Commercial
- Currently accepting nominations for Weslaco Youth Ambassadors

Highlight:

- Chamber Staff attended the following Expos
 - Welcome Home Winter Texan Open House-Harlingen Travel Center serving over 200 winter texans.
 - Llano Grande Expo 2020 in Mercedes, serving over 300 winter texans.
 - Winter Texan Fiesta in Harlingen, serving over 500 guests at our table and over 1000 visitors.



THE ECONOMIC DEVELOPMENT CORPORATION
OF WESLACO

Whether you are launching, expanding or relocation a business, it makes sense to choose Weslaco – it is the Business Center of the Rio Grande Valley!

January 29, 2020

Projects

- Tonight, I will come to the City of Weslaco for approval for Project Dock's incentive, a retailer. Staff has worked on this project for the last 9 months; the City of Weslaco met with the retailer at ICSC 2019.

Rio South Texas Economic Council (RSTEC) FAM Tour event

- The RSTEC hosted a trip by 5 site consultants to the Rio Grande Valley getting to learn the investment opportunities from Europe, Ohio, Virginia and Texas. Weslaco was highlighted by a visit to Kapal Cabinet House, LLC, HEB Distribution Center and had dinner at Arturo's Bar & Grill. The trip was for 3 days.

Red River States Conference

- Board members and staff attended the tradeshow in Ft. Worth to attract restaurants and retailers in January 2020. The Board members and staff visited with developers and commercial realtors that were working projects in Weslaco. We met with two retailer prospects that we are convincing to invest in Weslaco.

Alfresco Weslaco

- Alfresco Weslaco, was January 15th, in Historic Downtown Weslaco, 6:30 pm to 9:00 pm. The band was Steven May and Southern Knight and we had 85 vendors showing up for food, arts and crafts.
The next Alfresco is February 20th. The band will be Drew Dance Hall Dreamers. This is the last Alfresco that the City of Weslaco until August 2020. Thank you to the Parks & Recreation, Public Works, Police Department and Weslaco ISD for doing an outstanding job!

Summary of Leads List - Staff is working a total of 68 leads.

2016/2017 TOTAL WINS	14 WINS	JOBS: 296	CAPITAL INVEST: \$15,302,638
2017/2018 TOTAL WINS	23 WINS	JOBS: 266	CAPITAL INVEST: \$31,083,199
2018/2019 TOTAL WINS	17 WINS	JOBS: 136	CAPITAL INVEST: \$ 8,822,211
2019/2020 Partial WINS	5 WINS	JOBS: 25	CAPITAL INVEST: \$ 1,320,000

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