

**TAKE NOTICE THAT A REGULAR MEETING
OF THE BOARD OF COMMISSIONERS
OF THE CITY OF PHARR, TEXAS
WILL BE HELD AT CITY HALL, COMMISSIONERS' ROOM,
118 S. CAGE BLVD., 2ND FLOOR, PHARR, TEXAS
COMMENCING AT 4:00 PM ON
MONDAY, JUNE 20, 2022**

The City of Pharr has called this meeting as allowed pursuant to Texas law, city charter, and city ordinances. The governing body may recess from day to day when it does not complete consideration of a particularly long subject as authorized by law. All persons desiring to address the governing body must register with the presiding city clerk prior to the scheduled meeting.

1. CALL TO ORDER:

A) Roll call and possible action on the excusing of any absent member of the governing board.

B) Pledge of Allegiance/Invocation.

2. PUBLIC TESTIMONY: (Ordinance No. O-2019-45). A person intending on addressing the governing body may speak at a scheduled meeting of the governing body following registration with the presiding clerk and prior to the scheduled meeting. A registered speaker may speak only on items on the agenda and may not exceed 1.5 minutes when addressing the board regarding an agenda item. A registered speaker may not donate time to another speaker. A sign-in form for public testimony shall be promulgated by the presiding clerk and be made available at the city clerk's office. A person may sign up for public testimony beginning at the time the agenda is posted for the meeting. A person may not sign up later than one hour before the posted meeting is scheduled to begin. No registered speaker may be allowed to speak regarding an item once the public testimony portion of the agenda has ended.

3. PUBLIC HEARINGS: (Ordinance No. O-2019-31). A registered speaker during the public hearing may not exceed 1.5 minutes when addressing the board. A sign-in form for participation in public a hearing shall be promulgated by the presiding clerk and be made available at the city clerk's office. The public hearing sign-in form shall include the person or entity's name, address, telephone number, other contact information, organization if applicable, and other notices, authorizations, and acknowledgements as may be allowed by law from time to time. No registered speaker may be allowed to address the governing body once the public hearing has closed.

A) Public hearing on development services cases.

4. CITY MANAGER'S REPORTS: (City Manager's Administrative Reports and discussion, if any, with governing body. The City Manager may also assign a designated spokesperson for any particular listed topic)

A) Submission of Sales Tax Collection Report for June 2022.

AGENDA REGULAR MEETING

June 20, 2022

5. CONSENT AGENDA: *(All items listed under consent Agenda are considered to be routine and non-controversial by the Governing Body and will be enacted by one motion. Any Commissioner may remove items from the consent agenda by making such request prior to a motion and vote on the Consent Agenda)*

A) Approval of Minutes for June 6, 2022 Regular Called Meeting.
(ADMINISTRATION)

B) Consideration and action, if any, on Ordinance Amending Ordinance O-2012-16, Establishing an Economic Development Program Pursuant to Chapter 380 of the Local Government Code, to be administered by the City Manager; containing findings and other provisions related to the subject; providing for Incentive Programs and expenditure of public funds; adoption and incorporation of Texas Local Government Code, Chapter 380 and Texas Constitution Article III, Section 52; and repealing all Ordinances in conflict; severability; emergency clause; and providing for an effective date.
(Adoption on 1st Reading) (ADMINISTRATION)

C) Consideration and action, if any, on Ordinance amending Chapter 54 of the Pharr Code of Ordinances by updating the fee schedule for cost recovery; inclusion in Pharr Code of Ordinances; Incorporation of other ordinances; repealing conflicting Ordinances; severability; and effective date. **(3rd and Final Reading)** (FIRE)

D) Consideration and action, if any, on Ordinance amending Ordinance O-2022-19 to modify the fee schedule for the Pharr Natatorium located at 3001 N. Cage Blvd. **(2nd Reading)** (PARKS)

E) Consideration and action, if any, on Development Services Cases:

1. Melden & Hunt, Inc., representing Adelante Holdings, Ltd., owner, has filed with the Planning and Zoning Commission a request for a Life of the Use Conditional Use Permit to allow a Self-Storage facility in a General Business District (C). The property is legally described as being 2.30 acres, more or less, out of Lot 151, Kelly Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 2605 North Sugar Road. **CUP#220429** (DEVELOPMENT SERVICES)

2. Pappas Restaurants, Inc., d/b/a Pappadeaux Seafood Kitchen, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as Lot 2, Pappas Subdivision, Pharr, Hidalgo County, Texas. The property is currently zoned General Business District (C). The adjacent zoning is General Business District (C) to the North, South, East, and West. The area is generally designated for commercial use in the Land Use Plan. **CUP#100103** (DEVELOPMENT SERVICES)

3. M&S Group, Inc., d/b/a Wing Daddy's Sauce House, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being all of Lot 4A & 5A, Paradise Commercial Park Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 601 South Jackson Road. **CUP#200318** (DEVELOPMENT SERVICES)

F) PLATS:

AGENDA REGULAR MEETING

June 20, 2022

1. Melden & Hunt Inc., representing, Dallas Hakes, Manager for Lonestar properties, LLC is requesting final plat approval of the proposed QQ Polk & Veterans Subdivision. The property is legally described as being a 0.964 of one acre, being a part or portion out of Lot 30, L.R. BELL Development "E" Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 900 Block of north Veterans Blvd. ("I" Rd.).
SUB#211139 (DEVELOPMENT SERVICES)

REGULAR AGENDA - OPEN SESSION:

6. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Resolution appointing/reappointing one (1) regular member to the Planning and Zoning Commission.
(DEVELOPMENT SERVICES)

7. ADMINISTRATIVE:

A) Consideration and action, if any, authorizing City Manager to terminate services with existing EMS billing company and negotiate and enter into a contract with a new EMS billing company. (ADMINISTRATION)

8. PURCHASING:

A) Consideration and action, if any, authorizing City Manager to award a Purchase Contract for the purchase of office furniture for the Pharr Police Department Investigations Section and Bridge Substation from DCInteriors out of San Antonio, Texas, through Vizient HON Contract# CE3388 and Global Contract# CE3374 in the amount of \$138,725.71 (POLICE)

9. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, on Interlocal Cooperation Contract between the City of Pharr and the Department of State Health Services for access to the Texas Electronic Registration Remote System (TxEver).
(ADMINISTRATION)

B) Consideration and action, if any, on renewal of term and second modification to the Memorandum of Understanding between City of Pharr and South Texas College for the Basic Peace Officer Certification Program.
(ADMINISTRATION)

C) Consideration and action, if any, on Amendment Number 4 in the amount of \$168,881.50 to the Professional Engineering Services Agreement with Structural Engineering Associates, Inc. (SEA) for the Pharr-Reynosa Bridge Expansion Presidential Permit Application. (ENGINEERING)

D) Consideration and action, if any, ratifying agreement between City of Pharr and Zencity Technologies US, Inc. for community analysis software subscription services. (IT)

E) Consideration and action, if any, on acceptance of the Northside Community Center Phase I as complete and release of final balance with retainage in the amount of \$142,724.06 to Davila Construction, Inc.
(ENGINEERING)

AGENDA REGULAR MEETING

June 20, 2022

10. CLOSED SESSION: *In accordance with Chapter 551 of the Texas Gov't. Code, the Pharr Board of Commissioners hereby gives notice that it may meet in a closed (non-public) executive session to discuss the items listed on the public portion of the meeting agenda in accordance with the following below:*

Pursuant to Section 551.071, the Board may convene in a closed, non-public meeting with its attorney and discuss any matters related to **legal advice on pending or contemplated litigation, settlement offer, and/or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.** The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.072, the Board may convene in a closed, non-public meeting to discuss any matters related to **real property and deliberate the purchase, exchange, lease, or value of real property as such would be detrimental to negotiations between the City and a third party in an open meeting.** The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.074, the Board may convene in a closed, non-public meeting to discuss any matters related to **appointment, employment, evaluation, reassignment, duties and discipline or dismissal of a public officer or employee and to hear any complaints or charges against an officer or employee.** The City and its attorney may also discuss such issues with the appropriate staff including members so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.076, the Board may convene in a closed, non-public meeting to discuss any matters on the **deployment, or specific occasions for implementation, of security personnel or devices.** The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.084, the Board may convene in a closed, non-public meeting to discuss any matters involving an **investigation and may exclude a witness from hearing during the examination of another witness in the investigation.** The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.087, the Board may convene in a closed, non-public meeting to discuss any matters regarding **economic development issues.** The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

11. RECONVENE: *into Regular Session and consider action, if necessary, on any items(s) discussed in closed session.*

12. ADJOURNMENT:

AGENDA REGULAR MEETING

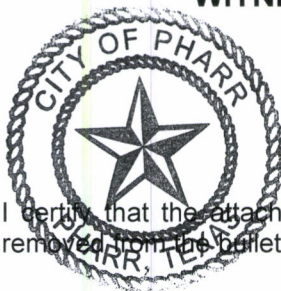
June 20, 2022

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Clerk's Office at 956-402-4100 Ext. 1016 / 1007 or FAX 956-702-5313 or E-mail hilda.pedraza@pharr-tx.gov and imelda.barrera@pharr-tx.gov for further information. Braille is not available.

I, the undersigned authority, do hereby certify that the above notice of said Regular Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and on the City's web page at www.pharr-tx.gov. This Notice was posted on the 17th day of June 2022 at 3:30 p.m. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).

WITNESS MY HAND AND SEAL, this 17th day of June 2022




HILDA PEDRAZA, TRMC / CMC
CITY CLERK

I certify that the attached notice and agenda of items to be considered by the City Commission was removed from the bulletin board of City Hall on the _____ day of _____, 20__ by,

Title: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 3.A.

DATE SUBMITTED:

MEETING DATE: June 20, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Public hearing on development services cases

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Hilda Pedraza
Karla Saavedra
Patricia Rigney
City Management Office

Created -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED: June 14, 2022

MEETING DATE: June 20, 2022

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

Agenda Item: Submission of Sales Tax Collection Report for June 2022.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: SALES TAX HIGHLIGHTS

The City of Pharr shows an INCREASE of 3.92% Month-to-Month compared to last Year 2021 and overall 13.46% growth compared to last year's collections.

Please feel free to contact me should the need arise. I am at extension 1907.
THANK YOU

Fiscal Consideration:

n/a

Staff Recommendation: Approve

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Karla Saavedra

Created/Initiated - 6/14/2022

Karla Saavedra

Approved - 6/14/2022

Fabiola Sanchez

Approved - 6/15/2022

Patricia Rigney

Approved - 6/15/2022

City Management Office

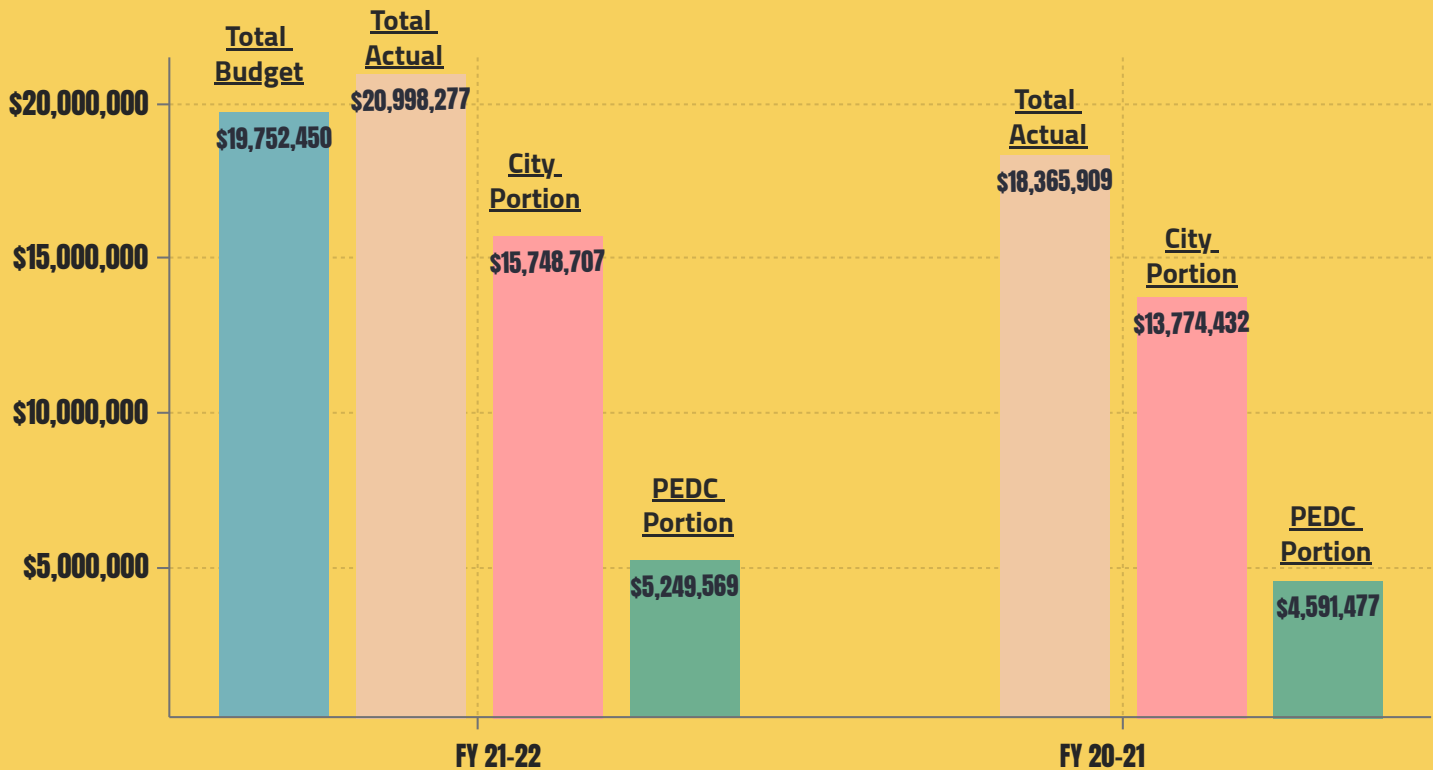
Final Approval - 6/17/2022



CITY OF PHARR SALES TAXES

as of June 2022
FY 2021-2022

SALES TAXES COLLECTIONS Cash Basis by Fiscal Year



13.46% YTD

Increase in Sales Tax from Last Year*



3.92%

Compared to June 2021 Cash Basis.

Ranked No. 8

compared to neighbor Cities

*Growth is based on Calendar Year per Texas State Comptroller

CREATED BY

Karla Saavedra, CGFO





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED: June 9, 2022

MEETING DATE: June 20, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Andrew Harvey

Agenda Item: Approval of Minutes for June 6, 2022 Regular Called Meeting.

Classification: Consent

(* If closed session, City Attorney must review and approve.)

Issue: Minutes for meeting held on Monday, June 6, 2022 at 4:00 p.m.

Fiscal Consideration: N/A

Staff Recommendation: Approval

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Annie Reeves
City Management Office

Created/Initiated - 6/9/2022
Approved - 6/9/2022
Final Approval - 6/17/2022

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, JUNE 6, 2022
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, June 6, 2022 and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT: Mayor Ambrosio Hernandez
Comm. Eleazar Guajardo
Comm. Roberto "Bobby" Carrillo
Comm. Ramiro Caballero
Comm. Ricardo Medina
Comm. Itza Flores

BOARD OF COMMISSIONERS ABSENT: None

STAFF PRESENT: Andy Harvey, City Manager/Police Chief
Edward Wylie, Deputy City Manager
Anali Alanis, Assistant City Manager
Annie Reeves, Assistant City Manager
Hilda Pedraza, City Clerk
Maria Rangel, Asst. City Engineer
Fabiola Sanchez, Asst. Finance Director
Juan Villescas, Municipal Judge
Joel Robles, Asst. Police Chief
Pilar Rodriguez, Fire Chief
Roland Gomez, Dev. Svcs. Director
Luis Marin, Asst. Public Works Director
Melanie Cano, O.S.E. Director
Ruben Rosales, Public Utilities Dir.
Sergio Alanis, Parks & Rec. Director
Cynthia Garza, CDBG/External Affairs
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Ignacio Amezcua, Purchasing Director
Ben Martinez, Asst. E.M.S. Chief
Yuri Gonzalez, Communications Officer
Kenneth Ennis, Public Safety Comm. Dir.

CITY ATTORNEY Patricia Rigney, City Attorney
Veronica McCann, Asst. City Attorney

ITEM 1. CALL TO ORDER

A) ROLL CALL AND POSSIBLE ACTION ON THE EXCUSING OF ANY ABSENT MEMBER OF THE GOVERNING BOARD

MINUTES: REGULAR CALLED MEETING

June 6, 2022

Mayor Pro Tem Chavez called the meeting to order at 4:03 p.m. Roll call established a quorum.

Mayor Hernandez was not present at the time of roll call but arrived at 4:39 p.m.

B) PLEDGE OF ALLEGIANCE/INVOCATION

Luis Bazan, Bridge Director, led the pledge of allegiance and said the invocation.

ITEM 2. PROCLAMATIONS

A) PROCLAMATION PROCLAIMING JUNE 3, 2022 AS NATIONAL GUN VIOLENCE AWARENESS DAY (ADMINISTRATION)

Comm. Medina read proclamation proclaiming June 3, 2022 as National Gun Violence Awareness Day and presented proclamation to Lih-Lan Hu, RGV Moms Demand Action Local Group Lead.

B) PROCLAMATION PROCLAIMING JUNE 19, 2022 AS JUNETEENTH DAY (ADMINISTRATION)

Comm. Flores read proclamation proclaiming June 19, 2022 as Juneteenth Day and presented proclamation to Alphonzo Gatlin, Village in the Valley (ViVa) representative.

ITEM 3 PUBLIC TESTIMONY

Lupe Chavez signed up to speak on agenda item 9.L. but comments were not related to the agenda item.

ITEM 4. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

Hilda Pedraza, City Clerk, opened the public hearing. There being no comments from the public, the public hearing was closed.

ITEM 5. CITY MANAGER'S REPORTS

A) CITY ENGINEER'S REPORT

Hilda Pedraza, City Clerk, introduced the item, and stated questions could be entertained at this time.

MINUTES: REGULAR CALLED MEETING

June 6, 2022

There being no questions, Andy Harvey, City Manager, reported the Pharr Aquatic Center was now open and information was available on the City's website.

At this time, Andy Harvey, City Manager, called upon Pilar Rodriguez, Fire Chief, for a report on a new initiative.

Pilar Rodriguez, Fire Chief, reported the "She's my Hero" summer camp for girls was a new initiative implemented by the Fire Department and stated the goal was to introduce young women into firefighting. He further stated registration would be opened on Tuesday, June 6, 2022 and encouraged young women to participate. A video was presented.

Andy Harvey, City Manager, further reported City of Pharr team traveled to Uvalde, Texas to lend a helping hand and offer comfort and support to the grieving community. A video was presented.

ITEM 6. CONSENT AGENDA

- A) APPROVAL OF MINUTES FOR MAY 16, 2022 REGULAR CALLED MEETING (ADMINISTRATION)**
- B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO NEGOTIATE CONTRACT AMENDMENT WITH ARCHITECT FOR NURSING BUILDING (ADMINISTRATION)**
- C) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING CHAPTER 54 OF THE PHARR CODE OF ORDINANCES BY UPDATING THE FEE SCHEDULE FOR COST RECOVERY; INCLUSION IN PHARR CODE OF ORDINANCES; INCORPORATION OF OTHER ORDINANCES; REPEALING CONFLICTING ORDINANCES; SEVERABILITY; AND EFFECTIVE DATE (2ND READING) (FIRE)**
- D) CONSIDERATION AND ACTION, IF ANY, ON DEVELOPMENT SERVICES CASES:**
 - 1. RAUL FONG, D/B/A JUNCTION CAFE, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A BUSINESS DISTRICT (C-2). THE PROPERTY IS LEGALLY DESCRIBED AS LOT 1 AND THE S7' OF LOT 2, BLOCK 1, J.T. DOSTER SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 11 SOUTH CAGE BOULEVARD. CUP#911291 (DEVELOPMENT SERVICES)**
 - 2. RAUL FONG, D/B/A D'S PARADISE LOUNGE, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION IN A BUSINESS DISTRICT (C-2). THE**

MINUTES: REGULAR CALLED MEETING

June 6, 2022

PROPERTY IS LEGALLY DESCRIBED AS LOT 14, BLOCK 1, J. T. DOSTER SUBDIVISION, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 107 EAST PARK AVENUE. CUP#040213 (DEVELOPMENT SERVICES)

Hilda Pedraza, City Clerk, introduced the item.

Comm. Guajardo **moved** to approve as recommended. Comm. Carrillo seconded the motion and when put to a vote, it carried unanimously.

REGULAR AGENDA - OPEN SESSION

ITEM 7 ORDINANCES AND RESOLUTIONS:

- A) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING ORDINANCE O-2022-19 TO MODIFY THE FEE SCHEDULE TO ADD THE PHARR NATATORIUM LOCATED AT 3001 N. CAGE BLVD. (1ST READING) (PARKS)**

Hilda Pedraza, City Clerk, introduced the item.

Comm. Guajardo **moved** to approve. Comm. Carrillo seconded the motion and when put to a vote, it carried unanimously.

At this time, Mayor Pro Tem Chavez, stated they would deviate from the agenda and go into closed session. There was no objection.

ITEM 11. CLOSED SESSION: IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOV'T. CODE, THE PHARR BOARD OF COMMISSIONERS HEREBY GIVES NOTICE THAT IT MAY MEET IN A CLOSED (NON-PUBLIC) EXECUTIVE SESSION TO DISCUSS THE ITEMS LISTED ON THE PUBLIC PORTION OF THE MEETING AGENDA IN ACCORDANCE WITH THE FOLLOWING BELOW

The time being 4:36 p.m., Mayor Pro Tem Chavez stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087.

ITEM 12. RECONVENE

The time being 5:36 p.m., Mayor Hernandez stated the commission would be resuming the open meeting and go to item 9.I.

9. CONTRACTS/AGREEMENTS:

- I) CONSIDERATION AND ACTION, IF ANY, ON INTERLOCAL AGREEMENT BETWEEN CITY OF PHARR AND HIDALGO COUNTY DRAINAGE DISTRICT**

MINUTES: REGULAR CALLED MEETING

June 6, 2022

NUMBER 1 FOR THE EAST LAS MILPAS ROAD STORMWATER IMPROVEMENTS PROJECT (ENGINEERING)

Hilda Pedraza, City Clerk, introduced the item.

Omar Anzaldúa, Hidalgo County Drainage District Number 1 Engineer, stated the program would benefit East Las Milpas Road by mitigating flooding along the road as well as in Las Haciendas Subdivision.

Comm. Carrillo **moved** to approve. Comm. Guajardo seconded the motion and when put to a vote, it carried unanimously.

7. ORDINANCES AND RESOLUTIONS:

B) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION DECLARING SURPLUS ITEMS AND EQUIPMENT FROM VARIOUS DEPARTMENTS AND AUTHORIZING THE SALE OF SUCH ITEMS VIA A PUBLIC AUCTION (PURCHASING)

Hilda Pedraza, City Clerk, introduced the item.

Comm. Medina **moved** to approve. Comm. Carrillo seconded the motion and when put to a vote, it carried unanimously.

8. ADMINISTRATIVE:

A) CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM AMERICAN LEGION POST 101 FOR THE USE OF THE LARGE HALL AT THE JOSE 'PEPE' SALINAS RECREATION CENTER FOR MULTIPLE DATES DURING THE CALENDAR YEAR 2022 AND WAIVER OF RENTAL FEES (PARKS)

Hilda Pedraza, City Clerk, introduced the item.

Comm. Carrillo **moved** to approve. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

B) CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM PHARR HOUSING AUTHORITY FOR THE USE OF THE LARGE HALL AT THE JOSE 'PEPE' SALINAS RECREATION CENTER ON FRIDAY, JUNE 24, 2022, FROM 8:00 A.M. TO 3:00 P.M. AND WAIVER OF RENTAL FEES (PARKS)

Hilda Pedraza, City Clerk, introduced the item.

Comm. Medina **moved** to approve. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

June 6, 2022

ITEM 9. CONTRACTS/AGREEMENTS:

- A) CONSIDERATION AND ACTION, IF ANY, ON AMENDMENT NUMBER 3 IN THE AMOUNT OF \$88,243.73 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH STRUCTURAL ENGINEERING ASSOCIATES, INC (SEA) FOR THE PHARR-REYNOSA BRIDGE EXPANSION PRESIDENTIAL PERMIT APPLICATION (ENGINEERING)**

Hilda Pedraza, City Clerk, introduced the item.

Comm. Medina **moved** to approve. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

- B) CONSIDERATION AND ACTION, IF ANY, ON POLICING AGREEMENT BETWEEN CITY OF PHARR AND VANGUARD ACADEMY FOR THE "SCHOOL RESOURCE OFFICER PROGRAM" 2022-2023 (POLICE)**

Hilda Pedraza, City Clerk, introduced the item.

Comm. Carrillo **moved** to approve. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

- C) CONSIDERATION AND ACTION, IF ANY, ON POLICING AGREEMENT BETWEEN CITY OF PHARR AND VANGUARD ACADEMY FOR POLICE K9 SERVICES AT VANGUARD ACADEMY CAMPUSES FOR 2022-2023 (POLICE)**

Hilda Pedraza, City Clerk, introduced the item.

Comm. Flores **moved** to approve. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

- D) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CINTAS CORPORATION OUT OF MERCEDES, TEXAS FOR UNIFORMS FOR THE PUBLIC UTILITIES DEPARTMENT THROUGH OMNIA CONTRACT NUMBER R-BB-19002 IN THE AMOUNT NOT TO EXCEED \$80,000.00 (PUBLIC UTILITIES)**

Hilda Pedraza, City Clerk, introduced the item.

Comm. Guajardo **moved** to approve. Comm. Medina seconded the motion and when put to a vote, it carried unanimously.

- E) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SOUTHERN TRENCHLESS SOLUTIONS OUT OF LA FERIA, TEXAS FOR THE 16-INCH WATERLINE IMPROVEMENTS PROJECT ON HI-LINE ROAD AND CAGE BOULEVARD**

June 6, 2022

THROUGH BUYBOARD CONTRACT #635-21 IN THE AMOUNT OF \$277,200.00 (PUBLIC UTILITIES)

Hilda Pedraza, City Clerk, introduced the item.

Comm. Chavez **moved** to approve. Comm. Flores seconded the motion and when put to a vote, it carried unanimously.

- F) CONSIDERATION AND ACTION, IF ANY, ON DEDUCTIVE CHANGE ORDER NO. 1 IN THE AMOUNT OF \$12,000.00, FINAL ACCEPTANCE OF THE JAVELINA DRIVE MONUMENT SIGNS PROJECT, AND RELEASE OF FINAL PAYMENT AND RETAINAGE IN THE AMOUNT OF \$5,616.50 TO FACILITY SOLUTIONS GROUP (ENGINEERING)**

Hilda Pedraza, City Clerk, introduced the item.

Comm. Guajardo **moved** to approve. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

- G) CONSIDERATION AND ACTION, IF ANY, ON FINAL CHANGE ORDER NUMBER 2 IN THE AMOUNT OF \$10,528.55, WITH AN ADDITIONAL 80 DAYS, ACCEPTANCE OF THE WASTEWATER TREATMENT PLANT (WWTP) OXIDATION DITCH NUMBER 2 AND ELECTRICAL IMPROVEMENTS PHASE 1, AND RELEASE OF FINAL PAYMENT AND RETAINAGE IN THE AMOUNT OF \$53,901.43 TO FERGUSON SERVICE SYSTEMS, INC. (ENGINEERING)**

Hilda Pedraza, City Clerk, introduced the item.

Comm. Guajardo **moved** to approve. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

- H) CONSIDERATION AND ACTION, IF ANY, ON DEDUCTIVE CHANGE ORDER NUMBER 1 IN THE AMOUNT OF \$53,419.18 AND ACCEPTANCE OF THE SINGLE MACHINE REPAVING YEAR 6 PROJECT AND RELEASE OF FINAL PAYMENT AND RETAINAGE IN THE AMOUNT OF \$83,229.29 TO CUTLER REPAVING, INC. (ENGINEERING)**

Hilda Pedraza, City Clerk, introduced the item.

Comm. Medina **moved** to approve. Comm. Chavez seconded the motion and when put to a vote, it carried unanimously.

- J) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO EXECUTE SERVICE ORDER WITH SMARTCOM TELEPHONE, LLC FOR DATA NETWORK CONNECTIVITY AT VANGUARD ACADEMY VAN GOGH CAMPUS FOR POLICE DEPARTMENT STAFF (IT)**

MINUTES: REGULAR CALLED MEETING

June 6, 2022

Hilda Pedraza, City Clerk, introduced the item.

Comm. Chavez **moved** to approve. Comm. Caballero seconded the motion and when put to a vote, it carried unanimously.

K) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO EXECUTE SERVICE ORDER WITH SMARTCOM TELEPHONE, LLC FOR DATA NETWORK CONNECTIVITY AT PHARR EMS MCALLEN OFFICE (IT)

Hilda Pedraza, City Clerk, introduced the item.

Comm. Chavez **moved** to approve. Comm. Medina seconded the motion and when put to a vote, it carried unanimously.

L) CONSIDERATION AND ACTION, IF ANY, ON AMENDMENT NUMBER 1 IN THE AMOUNT OF \$592,000.00 TO THE CONSTRUCTION MANAGEMENT SERVICES AGREEMENT WITH BROWNSTONE CONSULTANTS, LLC FOR THE PHARR/UNIVERSITY OF TEXAS-RIO GRANDE VALLEY SCHOOL OF NURSING PROJECT (ENGINEERING)

Hilda Pedraza, City Clerk, introduced the item.

Comm. Medina **moved** to approve. Comm. Flores seconded the motion and when put to a vote, it carried unanimously.

At this time, Ed Wylie, Deputy City Manager, noted a correction on the agenda item and explained the amendment was Amendment Number 2 not Amendment Number 1.

ITEM 10. LEGAL:

A) ATTORNEY CONSULTATION PURSUANT TO SECTION 551.071, TEXAS GOV'T CODE TO RECEIVE LEGAL ADVICE AND COUNSEL PERTAINING TO PENDING LITIGATION STYLED AND NUMBERED, IS WILLIAM F. UECKERT, JR. VS. CITY OF PHARR; CIVIL ACTION NO. 7:18-CV-00302 (USDC - MCALLEN DIVISION) AND RELATED LEGAL ISSUES (LEGAL)

Hilda Pedraza, City Clerk, introduced the item and stated no action was necessary.

ITEM 12. ADJOURNMENT

There being no other business to come before the board, Comm. Medina **moved** to adjourn. Comm. Chavez seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 5:45 p.m.

MINUTES: REGULAR CALLED MEETING
June 6, 2022

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

ON THIS THE 6th DAY OF JUNE 2022 the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **HILDA PEDRAZA, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

ATTEST:

HILDA PEDRAZA, CITY CLERK

APPROVED:



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.B.

DATE SUBMITTED: June 17, 2022

MEETING DATE: June 20, 2022

FROM: Patricia Rigney, City Attorney

DEPARTMENT: Administration

DIRECTOR: Patricia Rigney

Agenda Item: Consideration and action, if any, on Ordinance Amending Ordinance O-2012-16, Establishing an Economic Development Program Pursuant to Chapter 380 of the Local Government Code, to be administered by the City Manager; containing findings and other provisions related to the subject; providing for Incentive Programs and expenditure of public funds; adoption and incorporation of Texas Local Government Code, Chapter 380 and Texas Constitution Article III, Section 52; and repealing all Ordinances in conflict; severability; emergency clause; and providing for an effective date. ***(Adoption on 1st Reading)***

Classification: Consent

(* If closed session, City Attorney must review and approve.)

Issue: Amending Ordinance to define and clarify City Manager's Administrator Duties.

Fiscal Consideration: None

Staff Recommendation: Approve

Alternatives: No Amendment.

Exclude Material from Public Packet? No

Reason: None

ROUTING:

Patricia Rigney
City Management Office

Created/Initiated - 6/17/2022
Final Approval - 6/17/2022

AN ORDINANCE AMENDING ORDINANCE O-2012-16; ESTABLISHING AN ECONOMIC DEVELOPMENT PROGRAM PURSUANT TO CHAPTER 380 OF THE LOCAL GOVERNMENT CODE, TO BE ADMINISTERED BY THE CITY MANAGER; CONTAINING FINDINGS AND OTHER PROVISIONS RELATED TO THE SUBJECT; PROVIDING FOR INCENTIVE PROGRAMS AND EXPENDITURE OF PUBLIC FUNDS; ADOPTION AND INCORPORATION OF TEXAS LOCAL GOVERNMENT CODE, CHAPTER 380 AND TEXAS CONSTITUTION ARTICLE III, SECTION 52; AND REPEALING ALL ORDINANCES IN CONFLICT; SEVERABILITY; EMERGENCY CLAUSE; AND PROVIDING FOR EFFECTIVE DATE

WHEREAS, Article 3, Section 52-a of the Texas Constitution authorized the legislature to provide for the creation of programs and the making of loans and grants of public money for certain specified public purposes; and

WHEREAS, pursuant to such authorization, the legislature passed Chapter 380 of the Texas Local Government Code ("Local Government Code"), which provides authorization for municipalities to establish certain economic development programs (hereinafter referred to as a "Chapter 380 Program"); and

WHEREAS, Section 380.001 of the Local Government Code permits, a municipality to establish and provide for the administration of one or more Chapter 380 Programs to promote state or local economic development and to stimulate business and commercial activity in the municipality, including, but not limited to, programs for making loans and grants of public money and providing personnel and services of the municipality; and

WHEREAS, under Section 380.001 of the Local Government Code, the governing body of a municipality may administer a Chapter 380 Program by the use of municipal personnel, and may accept contributions, gifts, or other resources to develop and administer the Chapter 380 Program; and

WHEREAS, the City ~~s~~Staff has recommended that the City of Pharr establish a Chapter 380 Program which will permit the City to promote state or local economic development and to stimulate business and commercial activity in the City of Pharr through any means authorized pursuant to Chapter 380 of the local Government; and

WHEREAS, in order to establish guidelines for Chapter 380 assistance eligibility, the Administrator of the Planning and Development Department has recommended that the governing body adopt the "Criteria for Chapter 380 Assistance" set forth in Exhibit "A" to this Ordinance; and

WHEREAS, a Chapter 380 Program will benefit the City by stimulating business and commercial activity within Pharr.

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

SECTION 1. ADOPTION OF CHAPTER 380 PROGRAM

A. The City of Pharr hereby adopts the provisions, as if fully set out herein, allowing the use and expenditure of public and municipal funds as authorized in accordance with Chapter 380 of the Texas Local Government Code.

B. The Pharr Board of Commissioners adopts the findings set out in the preamble hereof and hereby establishes the City of Pharr Chapter 380 Program under the provisions of Chapter 380 of the Local Government Code. The purposes of the Chapter 380 Program shall be to make loans and/or grants of public money and to provide personnel and/or services or provide any other incentive or take any other action authorized by Chapter 380 of the Texas Local Government Code for the purpose of promoting state or local economic development and to stimulate business and commercial activity in the City of Pharr.

SECTION 2. ADMINISTRATION

A. The Program shall be administered by the City Manager or the City Manager's designee (the "Administrator"). Qualified applicants for Chapter 380 assistance shall generally meet the "Criteria for Chapter 380 Assistance" guidelines attached hereto as Exhibit "A"; provided, however, that the Administrator may propose an application for assistance which does not meet all the criteria if, in the opinion of the Administrator, the application is otherwise meritorious. Proposals for grants, loans or matching funds to qualified applicants that meet the guidelines set forth in Exhibit "A" and that have been approved by the Pharr Economic Development Board may be approved by the Administrator. The Administrator shall keep the Pharr Board of Commissioners ("governing body") informed of all approved 380 Agreements. Proposals for grants, loans or

~~matching funds that do not meet the guidelines set forth by the City, or that include requests that do not meet the guidelines shall be presented to the Pharr Board of Commissioners for consideration and approval, and for appropriation of any necessary funds. are recommended by the Administrator may be presented to the appropriate committee. Proposals that are recommended shall be presented to Pharr Board of Commissioners (“governing body”) for consideration and approval, and for appropriation of any necessary funds.~~ Funding for the Program's loans, grants and matching funds shall be provided on a case by case basis, based upon the recommendations of the Administrator, as approved by Pharr Board of Commissioners.

B. The Pharr Board of Commissioners may, at its discretion, provide for a written agreement that furthers the interests of the City of Pharr in consideration of the following:

1. the loaning of money;
2. grant of funds;
3. providing for use of labor and personnel and other services;
4. reimbursement and waiver of fees and taxes as allowed by law;
5. use of city or corporate facilities for an agreed term to assist with planning, start-up, interviewing, and preparation for occupancy; and
6. any other benefit allowed by law as may be amended from time to time.

SECTION 3. TEXAS CONSTITUTION ARTICLE III, SECTION 52

A. The City of Pharr hereby adopts the provisions, as if fully set out herein, allowing the use and expenditure of public and municipal funds as authorized and restricted in accordance Texas Constitution Article III, Section 52. The authorization provided herein is subject to eCity eCharter.

B. The City of Pharr is hereby authorized to act in any way that would cause the expenditure of funds in furtherance of and to carry out public or municipal purposes. For the purposes of interpretation and implementation of this Ordinance, if a person, entity, or thing is

beneficial to the inhabitants and directly connected with the local government, it will be considered a public purpose.

- C. Should such an expenditure of public funds also result in an incidental benefit to a private person, entity, or thing, such would not invalidate the expenditure. This applies to all public funds, whether derived from tax revenues or other sources.

SECTION 4: INCORPORATION OF OTHER PROGRAMS

The City of Pharr hereby incorporates, as allowed by law, any and all other methods that would assist and further, in whole or part, the municipality's ability to develop and stimulate commerce.

SECTION 5. SAVINGS CLAUSE

Except as hereby amended, any policies, procedures, and directives of the City of Pharr, Texas, not in conflict with this ordinance shall remain in full force and effect, unimpaired hereby.

SECTION 6. SEVERABILITY CLAUSE

The invalidity of any section, clause, sentence or provision of this ordinance shall not affect the validity of any other part thereof. The effects of this ordinance shall at all times be in compliance with state, federal, and other guidelines as directed.

SECTION 7. EFFECTIVE DATE; PUBLICATION

The requirement that this Ordinance is to be read on three (3) separate meetings is hereby waived and dispensed with and this Ordinance shall take effect and be in full force immediately after approval and passage. Publication, if necessary, may also be in caption form as allowed under Section 9 of the Pharr City Charter.~~The Ordinance shall take effect and be in force from and after its passage and approval on three (3) separate readings in accordance with Section~~

~~8, Article 3 of the Charter of the City of Pharr, Texas. Publication, if necessary, may also be in caption form as allowed under Section 9 of the Pharr City Charter.~~

SECTION 8. PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

APPROVED AND PASSED ON THE FIRST READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ~~120th~~ day of ~~June, 2022~~April, 2012.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk

Exhibit "A"

CRITERIA FOR CHAPTER 380 ASSISTANCE

The City of Pharr's Chapter 380 Program provides financial assistance in forms authorized by Chapter 380 of the Texas Local Government Code to qualified businesses for eligible projects located within the Pharr city limits. Eligible projects must demonstrably stimulate business and commercial activity in Pharr.

All applications for assistance are reviewed by the City Manager or his designee ("Administrator") and staff on a case-by-case basis. Eligible projects that meet the guidelines and that have been approved by the Pharr Economic Development Corporation may be approved by the Administrator. Proposals for grants, loans or matching funds that do not meet the guidelines set forth by the City, or that include requests that do not meet the guidelines shall be presented to the Pharr Board of Commissioners for consideration and approval, and for appropriation of any necessary funds. ~~are recommended by the Administrator will be submitted to the City's governing body for consideration of the proposed assistance package.~~ All assistance is subject to governing body approval of the proposed project and the assistance package, and is further subject to governing body's concurrent appropriation of funding for the specific project.

Eligible projects may include (but are not limited to) manufacturing, research and development, land development, historical preservation, reinvestment zones, residential and/or housing, commercial, retail, industrial and regional service facilities.

Assistance packages shall have a maximum term of ten years. Chapter 380 Program loans shall be recourse lending secured by deed of trust or appropriate collateral or non-recourse lending secured by deed of trust or appropriate collateral. Chapter 380 Program grants shall be structured as performance-based grants which require repayment if required performance levels are not met.

Applicants for assistance shall initiate consideration by submitting the following items:

1. Letter from applicant describing the proposed project, its impact upon the community and its fiscal effect upon the City, and outlining requested financial assistance.
2. Business Plan including, but not limited to, executive summary, company history, historical and performance, financial information and bios and/or resumes of the company principal(s).
3. Phase I Environmental Survey of the real property to be developed.

4. Survey of the real property to be developed.
5. Preliminary plans for the proposed real property improvements or renovations.
6. Two preceding years' Financial Statements for applicant entity.

Applications for assistance will be reviewed for qualification and feasibility by City staff. Recommended applications for assistance will be considered at [designated](#) committee meetings and governing body meetings, [as required, and](#) conducted pursuant to the Texas Open Meetings Act. Additional information concerning a proposed project may be requested by the Administrator, City staff, Committee members, or the governing body.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.C.

DATE SUBMITTED: June 15, 2022

MEETING DATE: June 20, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Fire

DIRECTOR: Pilar Rodriguez

Agenda Item: Consideration and action, if any, on Ordinance amending Chapter 54 of the Pharr Code of Ordinances by updating the fee schedule for cost recovery; inclusion in Pharr Code of Ordinances; Incorporation of other ordinances; repealing conflicting Ordinances; severability; and effective date. ***(3rd and Final Reading)***

Classification: Consent

(* If closed session, City Attorney must review and approve.)

Issue: Chapter 54 of the Pharr Code of Ordinances authorizes the city manager to collect fees to be billed against the insurance coverage or parties involved in motor vehicle accidents, vehicle fires, hazardous waste or chemical spills, and/or non-fire suppression activities to which the city responds with fire department equipment and/or personnel. Such fees may include reimbursement for all equipment, materials, maintenance and overhead expenses and costs which constitute full reimbursement to the city for such services actually rendered.

The fire department is requesting an update to the fee schedule for the various pieces of equipment, materials and related costs to reflect the actual cost to the City. I have attached a revised fee schedule that denotes the items requested to be updated to reflect the actual equipment/material utilized and/or to revise the actual cost incurred by the department.

Fiscal Consideration: The fee schedule update is necessary to reflect the actual recovery cost to the City.

Staff Recommendation: Based on review by this office, staff recommends approval of the amendment to Chapter 54 of the Pharr Code of Ordinances to update the fee schedule for cost recovery by the fire department for non-suppression items.

Alternatives: Leave the fee schedule with obsolete equipment/material list and outdated cost.

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Pilar Rodriguez
Patricia Rigney
Anali Alanis
Karla Saavedra
City Management Office

Created/Initiated - 6/15/2022
Approved - 6/15/2022
Approved - 6/16/2022
Approved - 6/16/2022
Approved - 6/17/2022
Final Approval - 6/17/2022

ORDINANCE NO: 0-2022-___

AN ORDINANCE AMENDING CHAPTER 54 OF THE PHARR CODE OF ORDINANCES BY UPDATING THE FEE SCHEDULE FOR COST RECOVERY; INCLUSION IN PHARR CODE OF ORDINANCES; INCORPORATION OF OTHER ORDINANCES; REPEALING CONFLICTING ORDINANCES; SEVERABILITY; AND EFFECTIVE DATE

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS:

ARTICLE IV. - COST RECOVERY

Sec. 54-86. - Collection of fees.

- (a) The city commission of the city authorizes the city manager to authorize collection of fees to be billed against the insurance coverage or parties involved in motor vehicle accidents, vehicle fires, hazardous waste or chemical spills, and/or non-fire suppression activities to which the city responds with fire department equipment and/or personnel. Such fees may include reimbursement for all equipment, materials, maintenance and overhead expenses and costs which constitute full reimbursement to the city for such services actually rendered.
- (b) Those charges will be assessed as a debt to the party causing the event, the landowner, the party controlling the premises in the event of a spill or dumping and/or the party transporting hazardous, dangerous, and/or injurious product. Fire suppression activities resulting from third party negligence may be billed against that third party. Fire suppression activities resulting from arson may be billed against the arsonist.
- (c) The city, or its authorized agent, shall, within 30 days of the date of providing said services, submit an invoice for all costs, fees, charges and expenses related to the provisions of such services in the amount set forth in section 54-92 to the owner's designated agent, representatives and insurance companies. All such bills are to be paid within 60 days of the receipt thereof; interest shall accumulate thereafter on any unpaid balance at the rate of ten percent.
- (d) In addition, any bills, fines or penalties, including but not limited to clean up costs, fees, or expenses, that are imposed upon the city, state, or federal agencies and related to the same situation or occurrences may be billed separately within 30 days of receipt and shall be paid as provided in subsection (b) of this section.
- (e) Residents of Hidalgo County who have no insurance coverage for the incident as a result of which they received emergency services rendered by the city fire department are hereby exempt from the fire department service charges contained herein, unless it is determined that the emergency services were provided as a result of negligent and/or malicious act(s) or risky behavior on the part of said person, in which case said exemption shall not apply.
In addition, any commercially owned, operated, or zoned property shall not be eligible for said exemption listed in this section.

- (f) The city manager is authorized to contract with a third party entity to collect said fees or perform the collection of fees with current city employees.
- (g) In addition to the cost of service described in section 54-92 below, any bills, fines or penalties, including but not limited to clean up costs, fees or expenses, that are incurred by the city or any state or federal agencies and which are related to the same situation or occurrences shall be charged and billed separately and due as provided in subsection (c) above.
- (h) The fees provided for herein are in addition to other fees imposed by the city in any other ordinance, and specifically are in addition to ambulance and other fees charged by the emergency medical services department of the city.

(Ord. No. O-2016-04, 2-15-16)

Sec. 54-87. - Fees authorized.

The fees set forth in the fee schedule in section 54-92 is hereby approved and authorized to be collected by virtue of this article.

(Ord. No. O-2016-04, 2-15-16)

Sec. 54-88. - Enforcement.

The city may enforce the provisions of this article by any action allowed by law for the collection of any amounts due hereafter, including reasonable and necessary attorney fees, costs, and expenses in a court of competent jurisdiction.

(Ord. No. O-2016-04, 2-15-16)

Sec. 54-89. - Severability or invalidity.

Should any portion or part of this article be declared inoperative or invalid for any reason by a court of competent jurisdiction, such decision, opinion, or judgment shall in no way affect the remaining portions, parts, or sections of this article, which provisions shall be and remain in full force and effect.

(Ord. No. O-2016-04, 2-15-16)

Sec. 54-90. - Repealer.

All ordinances, resolutions and appropriations in conflict with the provisions of this article are hereby repealed.

(Ord. No. O-2016-04, 2-15-16)

Sec. 54-91. - Effective date.

This article shall take effect upon receiving final approval by the governing body following three readings of the board of commissioners.

(Ord. No. O-2016-04, 2-15-16)

Sec. 54-92. - Fee schedule.

Fees under this article shall be as follows:

Charge Code	Description	Category	Charge Type (U) Used (R) Replaced	Unit Charge	Charge Amount
5002	Class A Pumper	Apparatus	Used	Per Hour	\$ 650.00
5003	Aerial Apparatus	Apparatus	Used	Per Hour	\$ 750.00
5004	Tanker	Apparatus	Used	Per Hour	\$ 500.00
5005	Brush Truck	Apparatus	Used	Per Hour	\$ 375.00
5006	Heavy Rescue Truck	Apparatus	Used	Per Hour	\$ 700.00
5007	Haz-Mat Truck	Apparatus	Used	Per Hour	\$ 450.00 <u>\$800.00</u>
5008	Haz-Mat Trailer	Apparatus	Used	Per Hour	\$ 225.00
5009	Fire Boat	Apparatus	Used	Per Hour	\$ 350.00
5010	Rescue Boat	Apparatus	Used	Per Hour	\$ 250.00
5011	Command Unit	Apparatus	Used	Per Hour	\$ 250.00
5012	Staff Vehicle	Apparatus	Used	Per Hour	\$ 100.00
5013	Equipment Truck	Apparatus	Used	Per Hour	\$ 325.00
5014	Squad Truck	Apparatus	Used	Per Hour	\$ 175.00
5015	Rehab Unit	Apparatus	Used	Per Hour	\$ 100.00
5016	Foam Unit-Future Use	Apparatus	Used	Per Hour	\$ 350.00
5017	Cascade Unit	Apparatus	Used	Per Hour	\$ 275.00
5018	ARFF Truck	Apparatus	Used	Per Hour	\$ 550.00
5019	Ambulance Standby	Apparatus	Used	Per Hour	\$ 350.00
5020	Air Boat	Apparatus	Used	Per Hour	\$ 350.00
5021	UTV - Off Road Vehicle	Apparatus	Used	Per Hour	\$ 200.00
5022	Hovercraft	Apparatus	Used	Per Hour	\$ 350.00
5023	Drone	Apparatus	Used	Per Hour	\$ 100.00
5024	Future Use	Apparatus			
5025	Future Use	Apparatus			
5026	Firefighter	Personnel	Used	Per Hour	\$ 35.00
5027	Haz-Mat Technician	Personnel	Used	Per Hour	\$ 40.00
5028	Haz-Mat Specialist	Personnel	Used	Per Hour	\$ 65.00
5029	Haz-Mat Incident Commander	Personnel	Used	Per Hour	\$ 125.00
5030	Fire Inspector	Personnel	Used	Per Hour	\$ 100.00
5031	Fire investigator	Personnel	Used	Per Hour	\$ 125.00
5032	Fire Officer	Personnel	Used	Per Hour	\$ 100.00
5033	EMS Supervisor	Personnel	Used	Per Hour	\$ 100.00
5034	Personnel Overtime	Personnel	Used	Per Hour	\$ 52.50

5035	Dive Team	Personnel	Used	Per Hour	\$ 250.00
5036	Future Use	Personnel			
5037	Future Use	Personnel			
5038	Future Use	Personnel			
5039	Future Use	Personnel			
5001	Dispatch Fee	Misc	Used	Per Unit	\$ 100.00
5040	Administration Fee	Misc	Used	Per Unit	\$ 100.00
5041	Decon Charges	Misc	Used	Per Unit	\$ 100.00
5042	Disposal Charges	Misc	Used	Per Unit	\$ 100.00
5043	Remediation Charges	Misc	Used	Per Unit	\$ 100.00
5044	False Alarm Charge	Misc	Used	Per Unit	\$ 150.00
5045	Fire Inspection Charge	Misc	Used	Per Unit	\$ 200.00
5046	Minor Extrication	Misc	Used	Per Unit	\$ 175.00
5047	Major Extrication	Misc	Used	Per Unit	\$ 350.00
5048	Rehab Supplies	Misc	Used	Per Unit	\$ 25.00
5049	Celluar Phone Charges	Misc	Used	Per Unit	\$ 15.00
5050	Equipment Rental	Misc	Used	Per Unit	\$ 100.00
5051	Fuel Charge	Misc	Used	Per Unit	\$ 50.00
5052	Water Use Charge	Misc	Used	Per Unit	\$ 50.00
5053	Wrecker/Towing Charges	Misc	Used	Per Unit	\$ 250.00
5054	Future Use	Misc			
5055	Future Use	Misc			
5056	Future Use	Misc			
5057	Future Use	Misc			
5058	Future Use	Misc			
5059	Future Use	Misc			
5060	Flat Head Axe	Fire Equipment	Used	Per Unit	\$ 22.00
5061	Pick Axe	Fire Equipment	Used	Per Unit	\$ 22.00
5062	Pry Axe	Fire Equipment	Used	Per Unit	\$ 22.00
5063	Halligan Tool	Fire Equipment	Used	Per Unit	\$ 22.00
5064	McLeod Tool	Fire Equipment	Used	Per Unit	\$ 22.00
5065	Pulaski Tool	Fire Equipment	Used	Per Unit	\$ 22.00
5066	Pike Pole	Fire Equipment	Used	Per Unit	\$ 22.00
5067	Long Pike Pole	Fire Equipment	Used	Per Unit	\$ 22.00
5068	Sheet Rock Tool	Fire Equipment	Used	Per Unit	\$ 22.00
5069	Bolt Cutters	Fire Equipment	Used	Per Unit	\$ 22.00
5070	Salvage Cover	Fire Equipment	Used	Per Unit	\$ 35.00
5071	Hall Runner	Fire Equipment	Used	Per Unit	\$ 25.00
5072	Pry Bar	Fire Equipment	Used	Per Unit	\$ 22.00
5073	Shovel	Fire Equipment	Used	Per Unit	\$ 22.00
5074	Flappers	Fire Equipment	Used	Per Unit	\$ 22.00
5075	Fire Rake	Fire Equipment	Used	Per Unit	\$ 22.00
5076	Fire Broom	Fire Equipment	Used	Per Unit	\$ 22.00
5077	Water Vest	Fire Equipment	Used	Per Unit	\$ 30.00
5078	Drip Torch	Fire Equipment	Used	Per Unit	\$ 15.00
5079	Wildland Pro-Pack	Fire Equipment	Used	Per Unit	\$ 35.00
5080	Barricade Tape	Fire Equipment	Used	Per Unit	\$ 22.00
5081	Poly Sheeting	Fire Equipment	Used	Per Unit	\$ 55.00
5082	Box Light	Fire Equipment	Used	Per Unit	\$ 30.00
5083	Electrical Cord Reel	Fire Equipment	Used	Per Unit	\$ 50.00

5084	Electrical Junction Box	Fire Equipment	Used	Per Unit	\$ 50.00
5085	Portable Scene Lights	Fire Equipment	Used	Per Unit	\$ 25.00
5086	Generator	Fire Equipment	Used	Per Hour	\$ 55.00
5087	PPV Fan	Fire Equipment	Used	Per Hour	\$ 55.00
5088	Chain Saw	Fire Equipment	Used	Per Unit	\$ 35.00
5089	K-12 Saw	Fire Equipment	Used	Per Unit	\$ 45.00
5090	SCBA Mask	Fire Equipment	Replaced	Per Unit	\$ 200.00
5091	SCBA Pack	Fire Equipment	Used	Per Unit	\$ 45.00
5092	Water Extinguisher	Fire Equipment	Used	Per Unit	\$ 25.00
5093	CO2 Extinguisher	Fire Equipment	Used	Per Unit	\$ 35.00
5094	Dry Chemical Extinguisher	Fire Equipment	Used	Per Unit	\$ 55.00
5095	Class D Extinguisher	Fire Equipment	Used	Per Unit	\$ 90.00
5096	Thermal Imaging Camera	Fire Equipment	Used	Per Unit	\$ 125.00
5097	Piercing Nozzle	Fire Equipment	Used	Per Unit	\$ 40.00
5098	Foam Eductor	Fire Equipment	Used	Per Unit	\$ 50.00
5099	Foam Nozzle	Fire Equipment	Used	Per Unit	\$ 65.00
5100	1" Fog Nozzle	Fire Equipment	Replaced	Per Unit	\$ 650.00
5101	1 1/2" or 1 3/4" Fog Nozzle	Fire Equipment	Replaced	Per Unit	\$ 1,100.00
5102	2 1/2" Fog Nozzle	Fire Equipment	Replaced	Per Unit	\$ 1,600.00
5103	2 1/2" Play Pipe	Fire Equipment	Replaced	Per Unit	\$ 700.00
5104	M/S Fog Nozzle	Fire Equipment	Replaced	Per Unit	\$ 1,200.00
5105	M/S Straight Tip	Fire Equipment	Replaced	Per Unit	\$ 750.00
5106	LDH Manifold	Fire Equipment	Used	Per Unit	\$ 65.00
5107	1" Redline Hose, per 50'	Fire Equipment	Replaced	Per Unit	\$ 270.00
5108	1 1/2" Fire Hose, per 50'	Fire Equipment	Replaced	Per Unit	\$ 110.00
5109	1 1/2" Forestry Hose, per 50'	Fire Equipment	Replaced	Per Unit	\$ 90.00
5110	1 3/4" Fire Hose, per 50'	Fire Equipment	Replaced	Per Unit	\$ 125.00
5111	2 1/2" Fire Hose, per 50'	Fire Equipment	Replaced	Per Unit	\$ 175.00
5112	3" Supply Hose, per 50'	Fire Equipment	Replaced	Per Unit	\$ 250.00
5113	4" Supply Hose, per 100'	Fire Equipment	Replaced	Per Unit	\$ 750.00
5114	5" Supply Hose, per 100'	Fire Equipment	Replaced	Per Unit	\$ 1,100.00
5115	Portable Tank	Fire Equipment	Used	Per Unit	\$ 85.00
5116	Portable Fire Pump, per hour	Fire Equipment	Used	Per Hour	\$ 95.00
5117	Floating Fire Pump, per hour	Fire Equipment	Used	Per Hour	\$ 65.00
5118	8' Attic Ladder	Fire Equipment	Replaced	Per Unit	\$ 180.00
5119	10' Attic Ladder	Fire Equipment	Replaced	Per Unit	\$ 225.00
5120	12' Roof Ladder	Fire Equipment	Replaced	Per Unit	\$ 450.00
5121	14' Roof Ladder	Fire Equipment	Replaced	Per Unit	\$ 475.00

5122	24' Extension Ladder	Fire Equipment	Replaced	Per Unit	\$ 650.00
5123	35' Extension Ladder	Fire Equipment	Replaced	Per Unit	\$ 1,200.00
5124	A-Frame Ladder	Fire Equipment	Replaced	Per Unit	\$ 625.00
5125	Future Use Hazardous Liquid Pump - 3 inch	Fire Equipment	Used	Per Hour	\$100.00
5126	Future Use Grounding & Bonding Equipment	Fire Equipment	Used	Per Unit	\$100.00
5127	Future Use Ohmmeter - Megger	Fire Equipment	Used	Per Unit	\$100.00
5128	Future Use	Fire Equipment			
5129	Future Use	Fire Equipment			
5130	Future Use	Fire Equipment			
5131	Future Use	Fire Equipment			
5132	Future Use	Fire Equipment			
5133	Future Use	Fire Equipment			
5134	Future Use	Fire Equipment			
5135	Rescue Spreaders	Rescue Equip	Used	Per Unit	\$ 250.00
5136	Rescue Cutters	Rescue Equip	Used	Per Unit	\$ 250.00
5137	Combi Rescue Tool	Rescue Equip	Used	Per Unit	\$ 250.00
5138	Rescue Rams	Rescue Equip	Used	Per Unit	\$ 250.00
5139	Air Bags	Rescue Equip	Used	Per Unit	\$ 200.00
5140	Cribbing	Rescue Equip	Used	Per Unit	\$ 25.00
5141	Port-A-Power	Rescue Equip	Used	Per Unit	\$ 35.00
5142	Saws-All-Saw	Rescue Equip	Used	Per Unit	\$ 40.00
5143	Winch	Rescue Equip	Used	Per Unit	\$ 25.00
5144	Come-A-Long	Rescue Equip	Used	Per Unit	\$ 10.00
5145	Chain	Rescue Equip	Used	Per Unit	\$ 5.00
5146	Ajax Tool	Rescue Equip	Used	Per Unit	\$ 22.00
5147	K Tool	Rescue Equip	Used	Per Unit	\$ 22.00
5148	Door Unlocking Set	Rescue Equip	Used	Per Unit	\$ 12.50
5149	Windshield Tool	Rescue Equip	Used	Per Unit	\$ 20.00
5150	Air Bag Secure Net	Rescue Equip	Used	Per Unit	\$ 65.00
5151	Rescue Rope, per foot	Rescue Equip	Used	Per Unit	\$ 1.35
5152	Utility Rope, per foot	Rescue Equip	Used	Per Unit	\$ 0.95
5153	Webbing, per foot	Rescue Equip	Used	Per Unit	\$ 0.75
5154	Carabiner	Rescue Equip	Used	Per Unit	\$ 2.50
5155	Figure 8	Rescue Equip	Used	Per Unit	\$ 6.50
5156	Brake	Rescue Equip	Used	Per Unit	\$ 6.50
5157	Pulley	Rescue Equip	Used	Per Unit	\$ 6.50
5158	Ascender	Rescue Equip	Used	Per Unit	\$ 6.50
5159	Rescue Harness	Rescue Equip	Used	Per Unit	\$ 25.00
5160	Full Body Harness	Rescue Equip	Used	Per Unit	\$ 65.00
5161	Stokes Basket	Rescue Equip	Used	Per Unit	\$ 25.00
5162	Tripod	Rescue Equip	Used	Per Unit	\$ 75.00
5163	Life Jacket	Rescue Equip	Used	Per Unit	\$ 65.00
5164	High Water Rescue Bag	Rescue Equip	Used	Per Unit	\$ 250.00
5165	RIT Bag	Rescue Equip	Used	Per Unit	\$ 185.00
5166	Light Tower	Rescue Equip	Used	Per Unit	\$ 95.00
5167	Future Use	Rescue Equip			
5168	Future Use	Rescue Equip			

5169	Future Use	Rescue Equip			
5170	Future Use	Rescue Equip			
5171	Future Use	Rescue Equip			
5172	Future Use	Rescue Equip			
5173	Future Use <u>Haz Mat – Bio Reader</u>	Rescue Equip <u>Haz Mat Equipment</u>	<u>Used</u>	<u>Per Unit</u>	<u>\$100.00</u>
5174	Future Use <u>Haz Mat – 5 Step Kit</u>	Rescue Equip <u>Haz Mat Equip</u>	<u>Used</u>	<u>Per Unit</u>	<u>\$100.00</u>
5175	Future Use <u>Haz Mat – Mass Spectrometer</u>	Rescue Equip <u>Haz Mat Equip</u>	<u>Used</u>	<u>Per Unit</u>	<u>\$200.00</u>
5177	Haz-Mat Detection Kit <u>Haz Mat – Thermal Reader</u>	Haz-Mat Equip	Used	Per Unit	\$ 150.00 <u>\$200.00</u>
5178	Q-RAE Monitor <u>Haz Mat – VOC Meter</u>	Haz-Mat Equip	Used	Per Unit	\$ 75.00 <u>\$80.00</u>
5179	Multi-RAE Monitor <u>Haz Mat – 5 Gas Meter</u>	Haz-Mat Equip	Used	Per Unit	\$ 50.00 <u>\$100.00</u>
5180	CO Monitor <u>Future Use</u>	Haz-Mat Equip	Used	Per Unit	\$ 50.00
5181	Dosimeter DMC20 <u>Dosimeter</u>	Haz-Mat Equip	Used	Per Unit	\$ 40.00 <u>\$50.00</u>
5182	Portable Radiation Meter	Haz-Mat Equip	Used	Per Unit	\$ 50.00
5183	Radiation Survey Meter <u>Haz Mat – Isotope Reader</u>	Haz-Mat Equip	Used	Per Unit	\$ 150.00 <u>\$200.00</u>
5184	Drager Unit	Haz-Mat Equip	Used	Per Unit	\$ 75.00
5185	Drager Tubes <u>Clorometric Tubes</u> , each	Haz-Mat Equip	Used	Per Unit	\$ 15.00 <u>\$40.00</u>
5186	Chemical Classifier Strip	Haz-Mat Equip	Used	Per Unit	\$ 20.00
5187	Litmus Paper	Haz-Mat Equip	Used	Per Unit	\$ 18.00
5188	PH Paper	Haz-Mat Equip	Used	Per Unit	\$ 9.00
5189	Natural Gas Plug Kit	Haz-Mat Equip	Used	Per Unit	\$ 50.00
5190	Plug & Patch Kit	Haz-Mat Equip	Used	Per Unit	\$ 35.00
5191	Hazardous Waste Bag	Haz-Mat Equip	Used	Per Unit	\$ 5.00
5192	30 Gallon Salvage Drum	Haz-Mat Equip	Used	Per Unit	\$ 100.00
5193	55 Gallon Salvage Drum	Haz-Mat Equip	Used	Per Unit	\$ 120.00
5194	30 Gallon Over-Pack Drum	Haz-Mat Equip	Used	Per Unit	\$ 80.00
5195	55 Gallon Over-Pack Drum	Haz-Mat Equip	Used	Per Unit	\$ 150.00
5196	Drum Liners	Haz-Mat Equip	Used	Per Unit	\$ 10.00
5197	Haz-Mat <u>2-Stage Diaphram Pump – 1 inch</u>	Haz-Mat Equip	Used	Per Unit <u>Hour</u>	\$ 10.00 <u>\$50.00</u>
5198	Containment Reservoir	Haz-Mat Equip	Used	Per Unit	\$ 25.00
5199	Duct Tape	Haz-Mat Equip	Used	Per Unit	\$ 10.00
5200	Tychem Coveralls	Haz-Mat Equip	Used	Per Unit	\$ 20.00
5201	Tychem BR Coveralls	Haz-Mat Equip	Used	Per Unit	\$ 85.00

5202	Tychem BR Level B Suit	Haz-Mat Equip	Used	Per Unit	\$ 300.00
5203	Tychem TH Level A Suit	Haz-Mat Equip	Used	Per Unit	\$ 1,000.00
5204	Bee Suit	Haz-Mat Equip	Used	Per Unit	\$ 85.00
5205	Latex Gloves	Haz-Mat Equip	Used	Per Unit	\$ 2.50
5206	Nitrile Gloves	Haz-Mat Equip	Used	Per Unit	\$ 20.00
5207	Neoprene Gloves	Haz-Mat Equip	Used	Per Unit	\$ 40.00
5208	Haz-Mat Gloves	Haz-Mat Equip	Used	Per Unit	\$ 155.00
5209	Haz-Mat Boots	Haz-Mat Equip	Used	Per Unit	\$ 95.00
5210	Disposable Goggles	Haz-Mat Equip	Used	Per Unit	\$ 2.50
5211	Future Use	Haz-Mat Equip			
5212	Future Use	Haz-Mat Equip			
5213	Future Use	Haz-Mat Equip			
5215	Future Use	Haz-Mat Equip			
5216	Future Use	Haz-Mat Equip			
5217	Future Use	Haz-Mat Equip			
5218	Future Use	Haz-Mat Equip			
5219	Future Use UN Bucket – 5 gallon	Haz-Mat Equip	Used	Per Unit	\$35.00
5220	Absorbent, per bag	Haz-Mat Supplies	Used	Per Unit	\$ 15.00 \$46.00
5221	Absorbent Pads, per 100	Haz-Mat Supplies	Used	Per Unit	\$ 100.00
5222	Absorbent Booms, per 10'	Haz-Mat Supplies	Used	Per Unit	\$ 55.00
5223	Lite-Dri Absorbent, per bag	Haz-Mat Supplies	Used	Per Unit	\$ 18.00
5224	Soda Ash, per bag	Haz-Mat Supplies	Used	Per Unit	\$ 52.00
5225	Mercury Spill Kit	Haz-Mat Supplies	Used	Per Unit	\$ 125.00
5226	Chlorine Kit A	Haz-Mat Supplies	Used	Per Unit	\$ 125.00
5227	Chlorine Kit B	Haz-Mat Supplies	Used	Per Unit	\$ 150.00
5228	Chlorine Kit C	Haz-Mat Supplies	Used	Per Unit	\$ 200.00
5229	AFFF <u>Class B</u> Foam, per gallon	Haz-Mat Supplies	Used	Per Unit	\$ 32.00
5230	Class A Foam, per gallon	Haz-Mat Supplies	Used	Per Unit	\$ 22.00
5231	Micro-Blaze, per gallon	Haz-Mat Supplies	Used	Per Unit	\$ 42.00
5232	Micro-Blaze, per 5 gallon	Haz-Mat Supplies	Used	Per Unit	\$ 165.00
5233	Future Use	Haz-Mat Supplies			
5234	Future Use	Haz-Mat Supplies			
5235	Future Use	Haz-Mat Supplies			
5236	Future Use	Haz-Mat Supplies			
5237	Future Use	Haz-Mat Supplies			
5238	Future Use	Haz-Mat Supplies			
5239	Future Use	Haz-Mat Supplies			
5240	Future Use	Haz-Mat Supplies			
5241	Future Use	Haz-Mat Supplies			
5242	FF Helmet	Protective Equip	Replaced	Per Unit	\$ 250.00
5244	Nomex Hood	Protective Equip	Replaced	Per Unit	\$ 25.00
5245	PBI Hood	Protective Equip	Replaced	Per Unit	\$ 35.00

5246	Bunker Coat	Protective Equip	Replaced	Per Unit	\$ 750.00
5247	Bunker Pants	Protective Equip	Replaced	Per Unit	\$ 450.00
5248	FF Boots	Protective Equip	Replaced	Per Unit	\$ 250.00
5249	FF Gloves	Protective Equip	Replaced	Per Unit	\$ 95.00
5250	Wildland Helmet	Protective Equip	Replaced	Per Unit	\$ 55.00
5251	Wildland Jacket	Protective Equip	Replaced	Per Unit	\$ 250.00
5252	Wildland Pants	Protective Equip	Replaced	Per Unit	\$ 250.00
5253	Wildland Fire Boots	Protective Equip	Replaced	Per Unit	\$ 225.00
5254	Wildland FF Gloves	Protective Equip	Replaced	Per Unit	\$ 40.00
5255	Wildland Fire Shelter	Protective Equip	Replaced	Per Unit	\$ 385.00
5256	Wildland Coveralls	Protective Equip	Replaced	Per Unit	\$ 150.00
5257	Future Use	Protective Equip			
5258	Future Use	Protective Equip			
5259	Future Use	Protective Equip			
5260	Future Use	Protective Equip			

(Ord. No. O-2016-04, 2-15-16)

PUBLICATION AND EFFECTIVE DATE:

The Ordinance shall take effect and be in force from and after its passage and approval on three (3) separate readings in accordance with Section 8, Article 3 of the Charter of the City of Pharr, Texas. Publication shall also be in caption form as allowed under Section 9 of the Pharr City Charter.

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, ON THIS THE **16th** DAY OF **MAY**, 2022.

ATTEST:

CITY OF PHARR

Hilda Pedraza, City Clerk

Ambrosio Hernandez, Mayor

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, ON THIS THE ____ DAY OF _____, 2022.

ATTEST:

CITY OF PHARR

Hilda Pedraza, City Clerk

Ambrosio Hernandez, Mayor

PASSED AND APPROVED ON THE THIRD READING BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, ON THIS THE ____ DAY OF _____, 2022.

ATTEST:

CITY OF PHARR

Hilda Pedraza, City Clerk

Ambrosio Hernandez, Mayor



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.D.

DATE SUBMITTED: June 7, 2022

MEETING DATE: June 20, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Parks

DIRECTOR: Sergio Alanis

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance O-2022-19 to modify the fee schedule for the Pharr Natatorium located at 3001 N. Cage Blvd. *(2nd Reading)*

Classification: Consent

(* If closed session, City Attorney must review and approve.)

Issue: The Parks and Recreation Department wishes to amend the current fee schedule to include monthly lane rentals.

Fiscal Consideration: N/A

Staff Recommendation: N/A

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza

Sergio Alanis

Annie Reeves

Karla Saavedra

Patricia Rigney

City Management Office

Created/Initiated - 6/7/2022

Approved - 6/8/2022

Approved - 6/8/2022

Approved - 6/14/2022

Approved - 6/14/2022

Final Approval - 6/17/2022

ORDINANCE NO. O-2022-

AN ORDINANCE AMENDING ORDINANCE NOS. O-2014-17, O-2013-25, O-2018-04, AND O-2022-19 ADOPTING THE PARKS AND RECREATION DEPARTMENT'S AQUATIC CENTER AND NATATORIUM FEE SCHEDULE; PROVIDING FOR REPEALING OF CONFLICTING ORDINANCE(S) CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, THAT:

SECTION 1: The following Sections Ordinance No. O-2014-17 of the City of Pharr be amended so that same shall hereafter read as follows:

I. AQUATIC PARK

Saturdays and Sundays

- | | | |
|----|---|---------|
| a. | 0 to 2 Years of Age Must be Accompanied by an Adult | No fee |
| b. | 3 to 12 Years of Age | \$ 5.00 |
| c. | 13 through 54 Years of Age | \$10.00 |
| d. | 55 Years of Age and Older | \$ 5.00 |

Monday through Friday (Closed on Wednesdays)

- | | | |
|----|---|---------|
| a. | 0 to 2 Years of Age Must be Accompanied by an Adult | No fee |
| b. | 3 to 12 Years of Age | \$ 3.00 |
| c. | 13 through 54 Years of Age | \$ 5.00 |
| d. | 55 Years of Age and Older | \$ 3.00 |

II. NATATORIUM (Aquatic Center-1000 S. Fir)

Monday through Friday (Closed on Wednesdays)

- | | | |
|----|----------------------------|---------|
| a. | 3 to 12 Years of Age | \$ 1.00 |
| b. | 13 through 54 Years of Age | \$ 2.00 |
| c. | 55 Years of Age and Older | \$ 1.00 |

III. AQUA AEROBICS

- a. 16 Years of Age and Older (Monthly) \$ 20.00

IV. PHARR NATATORIUM (3001 N. CAGE)

- a. Resident, Veterans, and 55 Years of Age and Older (Monthly) \$ 30.00
b. Non-Resident (Monthly) \$ 40.00
c. **Lane Rental-Four lanes/two hours/Monday-Friday \$1,500.00**
 - **Two-hour block to be determined based on availability**
 - **Monthly membership fee still applies to all swimmers**

SECTION 2: REPEALING CLAUSE

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3: SEVERABILITY CLAUSE

The invalidity of any section, clause, sentence, or provision of this ordinance shall not affect the validity of any other part thereof.

SECTION 4: PUBLICATION, EFFECTIVE DATE

The Ordinance shall take effect and be in force from and after its passage and approval on three (3) separate readings in accordance with Section 8, Article 3 of the Charter of the City of Pharr, Texas. Publication, if necessary, may also be in caption form as allowed under Section 9 of the Pharr City Charter.

SECTION 5: PROPER NOTICE AND MEETING.

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED ON THE FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 6th day of June, 2022.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of ____, 2021.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

PASSED AND APPROVED ON THE THIRD AND FINAL READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the ____ day of ____, 2022.

CITY OF PHARR

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.E.

DATE SUBMITTED:

MEETING DATE: June 20, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, on Development Services Cases:

Classification: Public Hearing

(* If closed session, City Attorney must review and approve.)

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Hilda Pedraza

Karla Saavedra

Patricia Rigney

City Management Office

Created -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.E.1.

DATE SUBMITTED: June 14, 2022

MEETING DATE: June 20, 2022

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Melden & Hunt, Inc., representing Adelante Holdings, Ltd., owner, has filed with the Planning and Zoning Commission a request for a Life of the Use Conditional Use Permit to allow a Self-Storage facility in a General Business District (C). The property is legally described as being 2.30 acres, more or less, out of Lot 151, Kelly Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 2605 North Sugar Road. **CUP#220429**

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: Melden & Hunt, Inc., representing Adelante Holdings, Ltd., owner, has filed with the Planning and Zoning Commission a request for a Life of the Use Conditional Use Permit to allow a Self-Storage facility in a General Business District (C).

Fiscal Consideration: N/A

Staff Recommendation: Development Services is recommending **denial** of the Life of the Use Conditional Use Permit to allow a Self-Storage facility in a General Business District (C) subject to applicant and site not being in compliance with all City Ordinances and City Department requirements.

Planning Commission voted by majority to deny the request for a Life-of-the-Use Conditional Use Permit to allow a Self-Storage facility in a General Business District (C) subject to staff recommendations.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Iris Mata
Patricia Rigney
Roland Gomez
City Management Office

Created/Initiated - 6/14/2022
Approved - 6/14/2022
Approved - 6/16/2022
Final Approval - 6/17/2022



Pharr

Development Services



MEMORANDUM

DATE: MONDAY, JUNE 20, 2022

TO: MAYOR AND CITY COMMISSION

FROM: ROLAND GOMEZ, DEVELOPMENT SERVICES DIRECTOR

THROUGH: ANDY HARVEY, CITY MANAGER

SUBJECT: LIFE OF THE USE CONDITIONAL USE PERMIT (SELF STORAGE) FILE NO. CUP#220429

GENERAL INFORMATION:

APPLICANT: Melden & Hunt, Inc., representing Adelante Holdings, Ltd., owner, has filed with the Planning and Zoning Commission a request for a Life of the Use Conditional Use Permit to allow a Self-Storage facility in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being 2.30 acres, more or less, out of Lot 151, Kelly Pharr Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is physically located at 2605 North Sugar Road.

ZONING: The property is currently zoned General Business District (C). The surrounding area is zoned Residential Mobile Home District (R-MH) to the north, Agricultural and or Open Space District (A-O) to the east, Residential Multi-Family High Density (R-MFHD) to the south, and Residential Single Family District (R-1) to the west. This area is generally designated for Industrial use in the Land Use Plan.

COMMENTS:	FIRE DEPARTMENT:	Pending inspection of the Conditional Use Permit.
	CODE COMPLIANCE DIVISION:	Pending inspection of the Conditional Use Permit.

PLANNING DIVISION:

Pending inspection of the
Conditional Use Permit.

**NOTIFICATION
OF PUBLIC:**

Eighty-one (81) surrounding property owners were notified of the request by letter and a legal notice was published in the Advance News Journal. Staff received one (1) response to the letters for information only.

**DEVELOPMENT
SERVICES
RECOMMENDATIONS:**

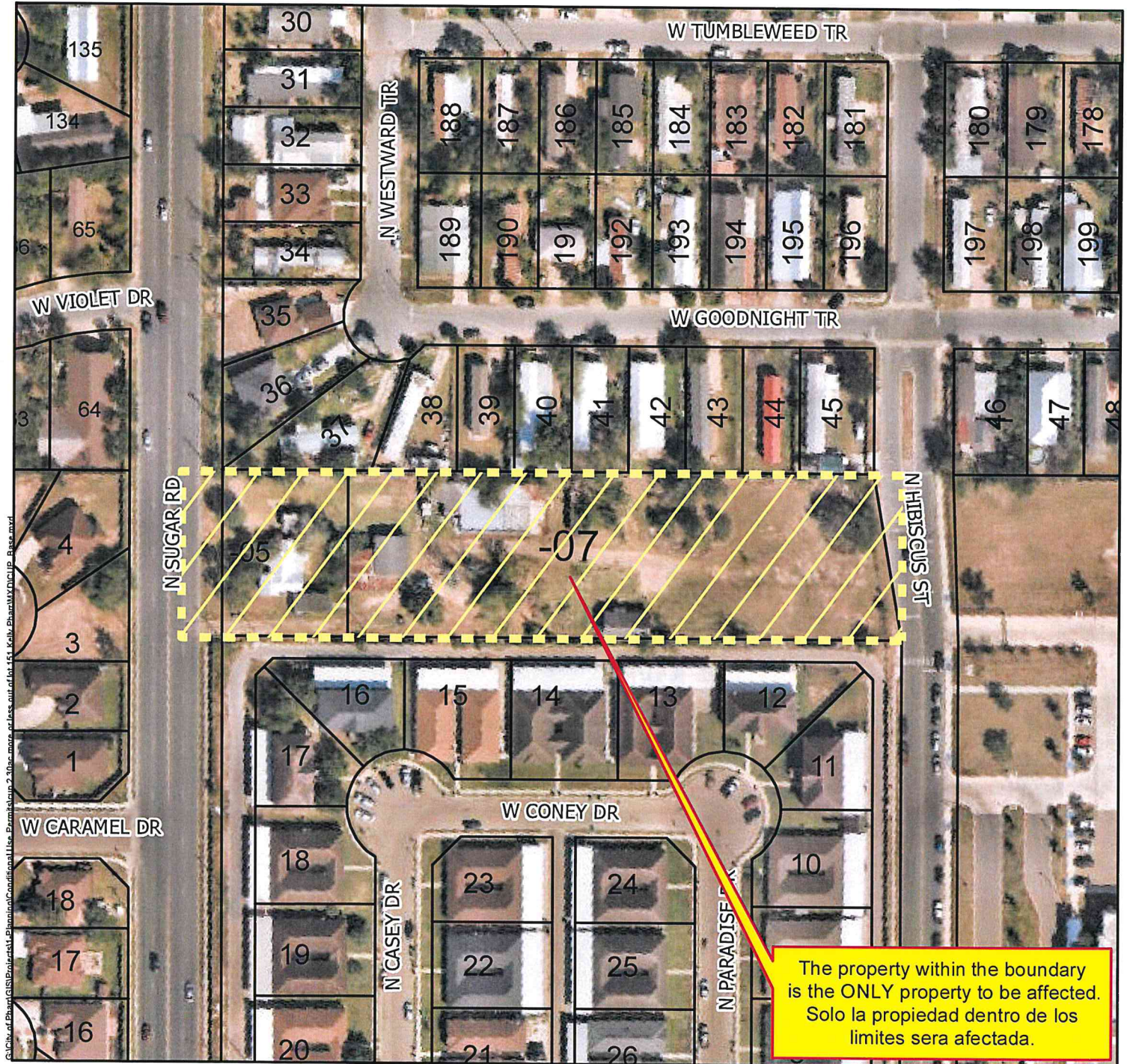
Development Services is recommending **denial** of the Life of the Use Conditional Use Permit to allow a Self-Storage facility in a General Business District (C) subject to applicant and site not being in compliance with all City Ordinances and City Department requirements.

NOTE:

Staff recommendation is based on Ordinance O-2019-23, Sec. 26-503 Zoning and Location Restrictions, (2) Distance regulations, a. In a General Business District (C), no self-storage or mini-warehouse facility shall be permitted within 1,000 feet of another self-storage or mini-warehouse facility. The proposed location is 695 feet from another established self-storage facility.

**PLANNING & ZONING
COMMISSION:**

Planning Commission voted by majority to deny the request for a Life-of-the-Use Conditional Use Permit to allow a Self-Storage facility in a General Business District (C) subject to staff recommendations.



- | | | |
|---------------------------------------|--------------------|--------------------------|
| Agricultural Open Space | Rail Road R.O.W | Neighborhood Commercial |
| Single Family | Government Owned | Office Professional |
| Single Family Small Lot | General Business | PSJA ISD |
| Residential Multi-Family | Business District | Hidalgo ISD |
| Residential Multi-Family High Density | Drainage Easement | Valley View ISD |
| Mobile Home | Heavy Commercial | Planned Unit Development |
| Townhouse | Heavy Industrial | |
| HUD Code | Limited Industrial | |

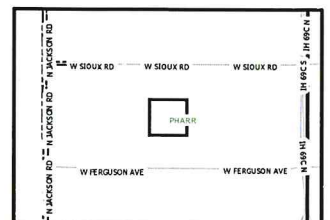
City of Pharr, Texas
Engineering Department
956.402.4242

Date: 5/4/2022

Scale: 1 inch = 125 feet

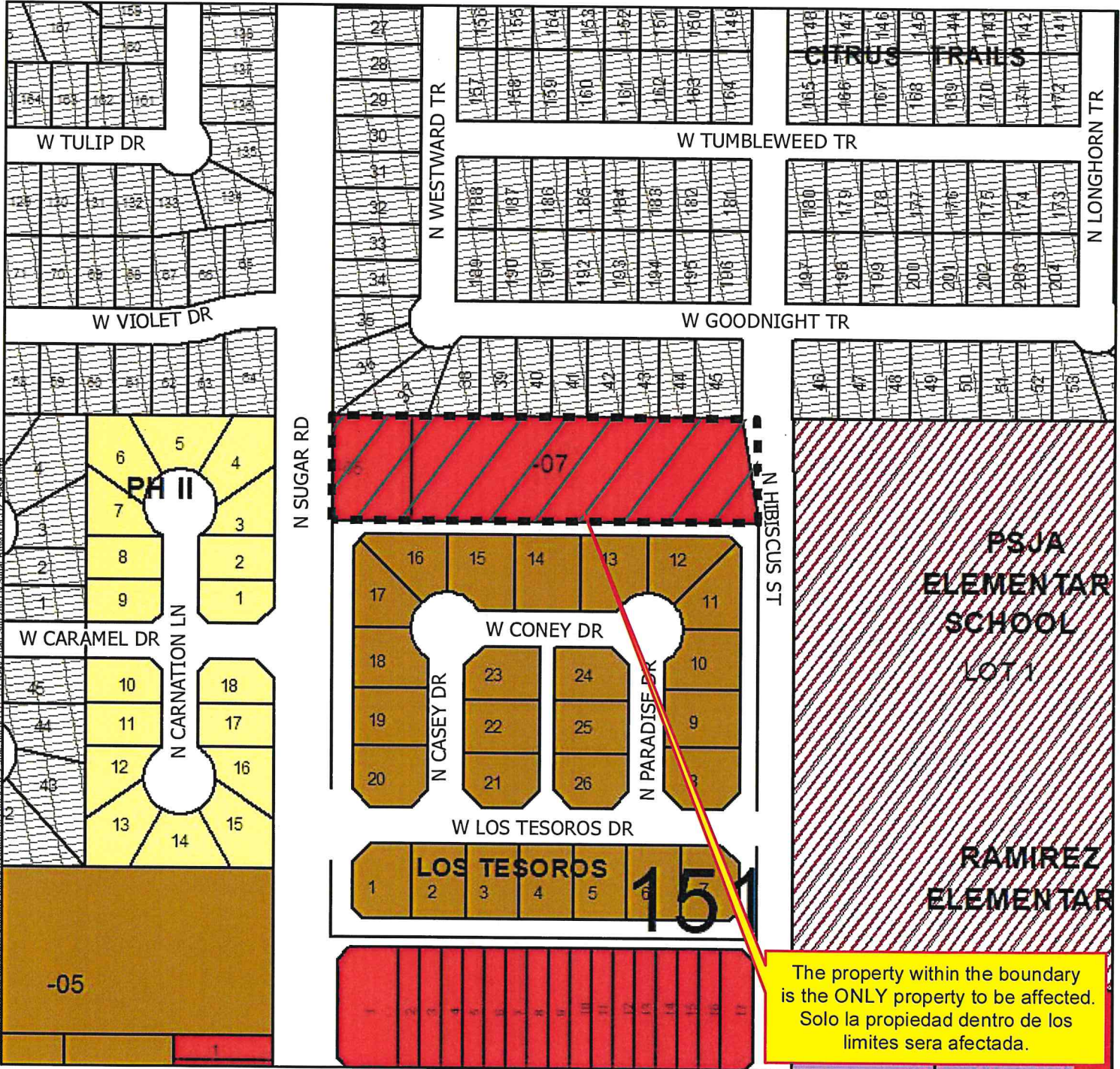
0 62.5 125 250 375 500 Feet

All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.



Change of Zone

2.30ac out of Lot 151 Kelly Pharr Subdivision, 2605 N Sugar Rd
Melden & Hunt, Inc./ Adelante Holdings, LTD



Zoning

ZONE

- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Residential Multi-Family High Density
- Mobile Home

- Townhouse
- HUD Code
- Rail Road R.O.W
- Government Owned
- General Business
- Business District
- Drainage Easement
- Heavy Commercial
- Heavy Industrial
- Limited Industrial
- Neighborhood Commercial
- Office Professional
- PSJA ISD
- Hidalgo ISD
- Valley View ISD
- Planned Unit Development

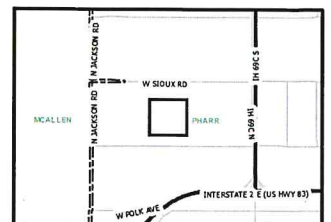
City of Pharr, Texas
Engineering Department
956.402.4242

Scale: 1 inch = 200 feet

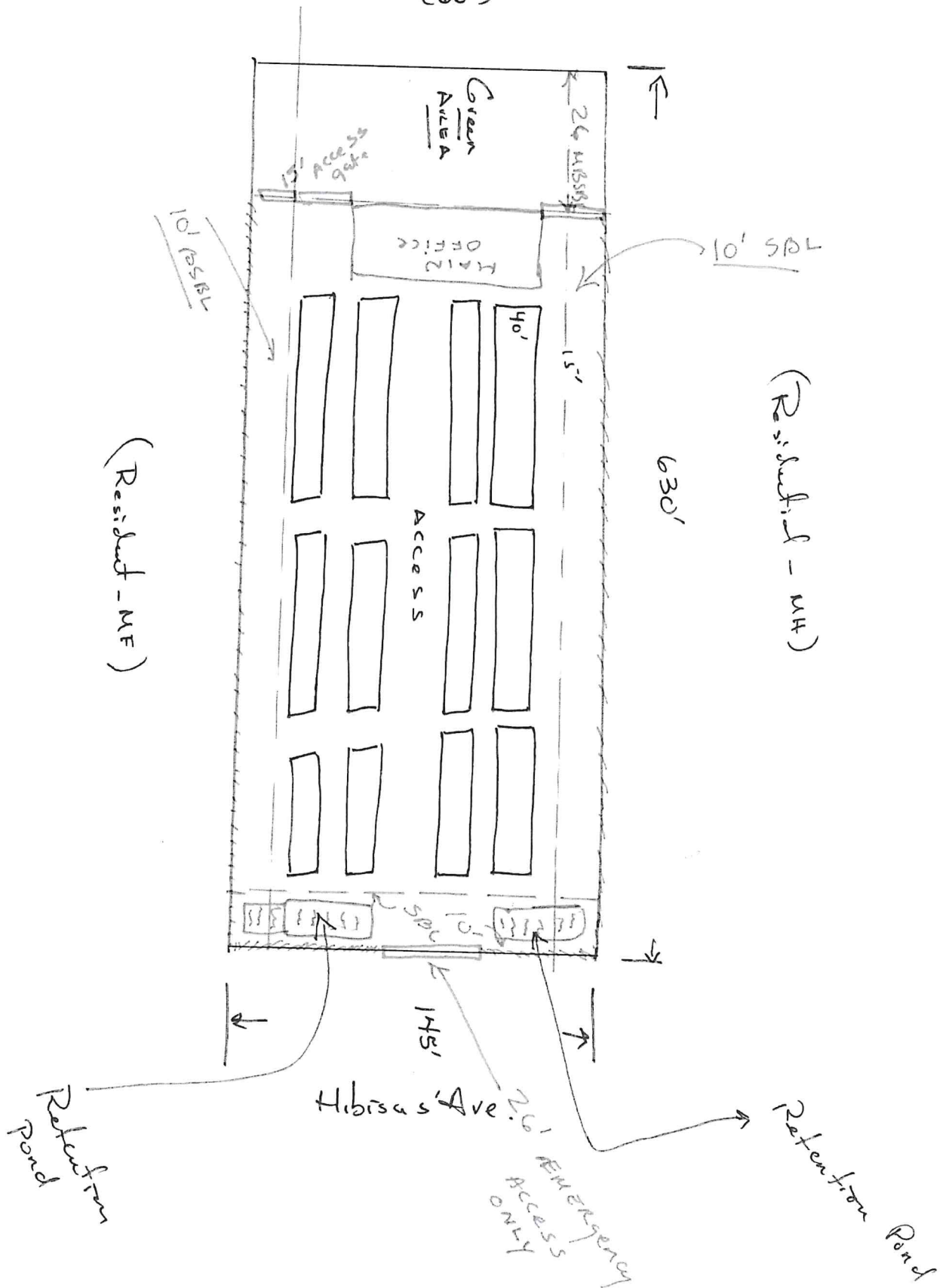


Date: 5/17/2022

All information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.



Sugar Rd.
(60')





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.E.2.

DATE SUBMITTED: June 14, 2022

MEETING DATE: June 20, 2022

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Pappas Restaurants, Inc., d/b/a Pappadeaux Seafood Kitchen, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as Lot 2, Pappas Subdivision, Pharr, Hidalgo County, Texas. The property is currently zoned General Business District (C). The adjacent zoning is General Business District (C) to the North, South, East, and West. The area is generally designated for commercial use in the Land Use Plan. **CUP#100103**

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: Pappas Restaurants, Inc., d/b/a Pappadeaux Seafood Kitchen, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

Fiscal Consideration: N/A

Staff Recommendation: Development Services is recommending approval of the renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to applicant being in compliance with all City Ordinances and City Department requirements.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Iris Mata
Patricia Rigney
Roland Gomez
City Management Office

Created/Initiated - 6/14/2022
Approved - 6/14/2022
Approved - 6/16/2022
Final Approval - 6/17/2022



Pharr



MAYOR Ambrosio Hernandez, MD

COMMISSIONERS Eleazar Guajardo | Roberto "Bobby" Carrillo | Ramiro Caballero, MD | Daniel Chavez | Ricardo Medina | Itza Flores

Executive Summary Letter

June 20, 2022

Conditional Use Permit **Renewal** for ABC – Pappadeaux Seafood Kitchen

Background:

Pappas Restaurants, Inc., d/b/a Pappadeaux Seafood Kitchen, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 10th renewal for Pappadeaux Seafood Kitchen.

The property is located at 1610 West Expressway 83. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

Staff recommends **approval** of the renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption subject to the site and applicant being in compliance with all City Ordinances and City Department requirements.



MEMORANDUM

DATE: MONDAY, JUNE 20, 2022

TO: MAYOR AND CITY COMMISSION

FROM: ROLAND GOMEZ, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: ANDY HARVEY, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC FILE NO. CUP#100103 (PAPPADEAUX SEAFOOD KITCHEN)
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GENERAL INFORMATION:

APPLICANT: Pappas Restaurants, Inc., d/b/a Pappadeaux Seafood Kitchen, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as Lot 2, Pappas Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1610 West Expressway 83.

ZONING: The property is currently zoned General Business District (C). The adjacent zoning is General Business District (C) to the North, South, East, and West. The area is generally designated for commercial use in the Land Use Plan.

COMMENTS:

POLICE CHIEF:

Recommends approval of the Conditional Use Permit.

FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit.

CODE COMPLIANCE DIVISION: Recommends approval of the Conditional Use Permit.

HEALTH DIVISION: Recommends approval of the Conditional Use Permit.

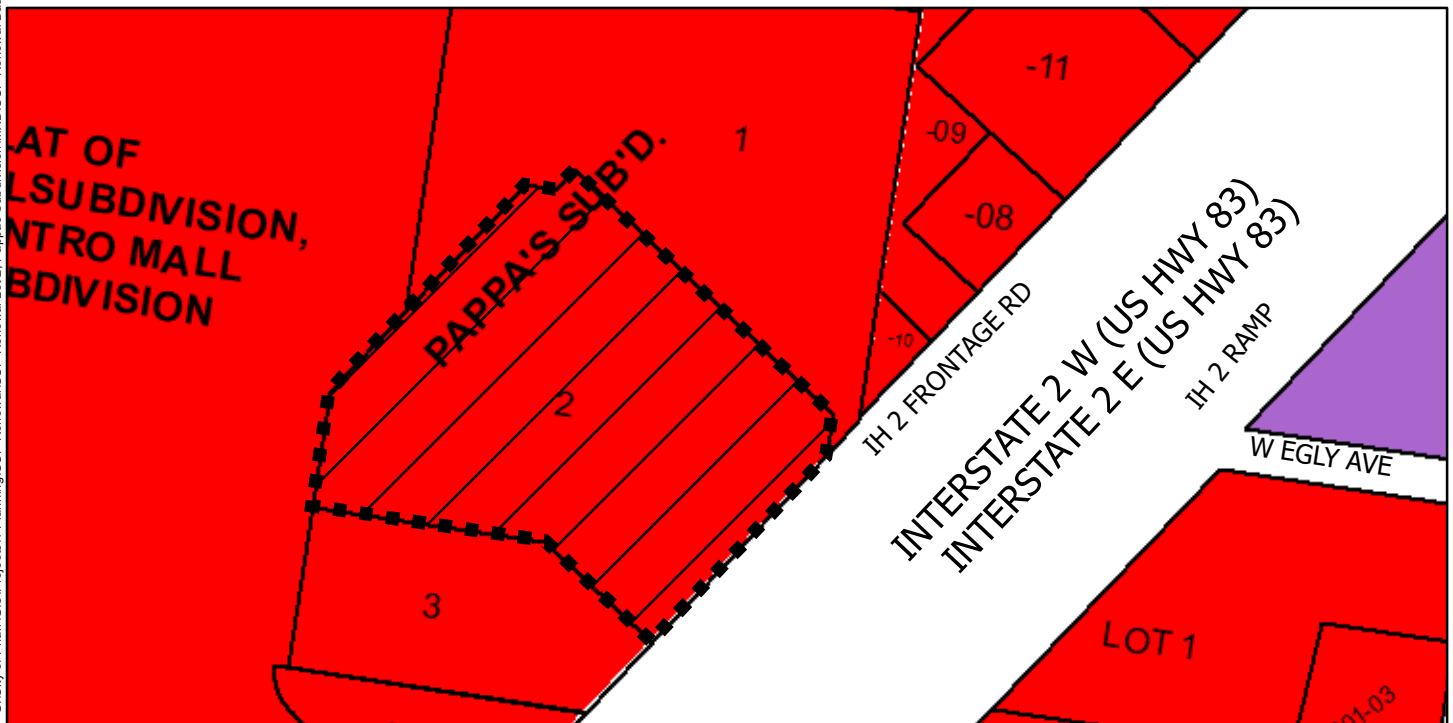
PLANNING DIVISION: Recommends approval of the Conditional Use Permit.

DEVELOPMENT SERVICES RECOMMENDATIONS: Development Services is recommending **approval** of the renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to applicant being in compliance with all City Ordinances and City Department requirements.

Conditional Use Permit Renewal
 Lot 2, Pappas Subdivision,
 Pappas Restaurants, Inc.
 d/b/a Pappadeaux Seafood Kitchen

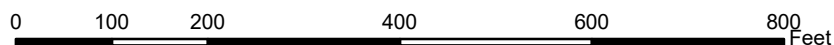


Pharr
 Engineering



- | | | | |
|---------------------------------------|-------------------|-------------------------|--------------------------|
| Agricultural Open Space | Townhouse | Drainage Easement | PSJA ISD |
| Single Family | HUD Code | Heavy Commercial | Hidalgo ISD |
| Single Family Small Lot | Rail Road R.O.W | Heavy Industrial | Valley View ISD |
| Residential Multi-Family | Government Owned | Limited Industrial | Planned Unit Development |
| Residential Multi-Family High Density | General Business | Neighborhood Commercial | |
| Mobile Home | Business District | Office Professional | |

Scale: 1 inch = 200 feet



City of Pharr, Texas
 Engineering Department
 956.702.5355





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.E.3.

DATE SUBMITTED: June 14, 2022

MEETING DATE: June 20, 2022

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: M&S Group, Inc., d/b/a Wing Daddy's Sauce House, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as being all of Lot 4A & 5A, Paradise Commercial Park Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 601 South Jackson Road. **CUP#200318**

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: M&S Group, Inc., d/b/a Wing Daddy's Sauce House, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

Fiscal Consideration: N/A

Staff Recommendation: Development Services is recommending approval of the request for renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to the site and applicant being in compliance with all City Ordinances and City Department requirements.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Iris Mata
Patricia Rigney
Roland Gomez
City Management Office

Created/Initiated - 6/14/2022
Approved - 6/14/2022
Approved - 6/16/2022
Final Approval - 6/17/2022



Pharr



MAYOR Ambrosio Hernandez, MD

COMMISSIONERS Eleazar Guajardo | Roberto "Bobby" Carrillo | Ramiro Caballero, MD | Daniel Chavez | Ricardo Medina | Itza Flores

Executive Summary Letter

June 20, 2022

Conditional Use Permit **Renewal** for ABC – Wing Daddy's Sauce House

Background:

M&S Group, Inc., d/b/a Wing Daddy's Sauce House, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverage for on-premise consumption. This request constitutes the 1st renewal for Wing Daddy's Sauce House.

The property is located at 601 South Jackson Road. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

Staff recommends **approval** of the renewal of the Conditional Use Permit to allow the sale of alcoholic beverage for on-premise consumption.



MEMORANDUM

DATE: MONDAY, JUNE 20, 2022

TO: MAYOR AND CITY COMMISSION

FROM: ROLAND GOMEZ, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: ANDY HARVEY, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#200318 (WING DADDY'S SAUCE HOUSE)
--

GENERAL INFORMATION:

APPLICANT: M&S Group, Inc., d/b/a Wing Daddy's Sauce House, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being all of Lot 4A & 5A, Paradise Commercial Park Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 601 South Jackson Road.

ZONING: The property is currently zone General Business District (C). The surrounding area is zoned General Business District (C) to the north, south and east and City of Pharr limits lie to the west. This area is generally designated for commercial use in the Land Use Plan

COMMENTS:	POLICE DEPARTMENT:	Recommends approval of the Conditional Use Permit.
	FIRE DEPARTMENT:	Recommends approval of the Conditional Use Permit.

**CODE COMPLIANCE
DIVISION:**

Recommends approval of
the Conditional Use Permit.

HEALTH DIVISION:

Recommends approval of
the Conditional Use Permit.

PLANNING DIVISION:

Recommends approval of
the Conditional Use Permit.

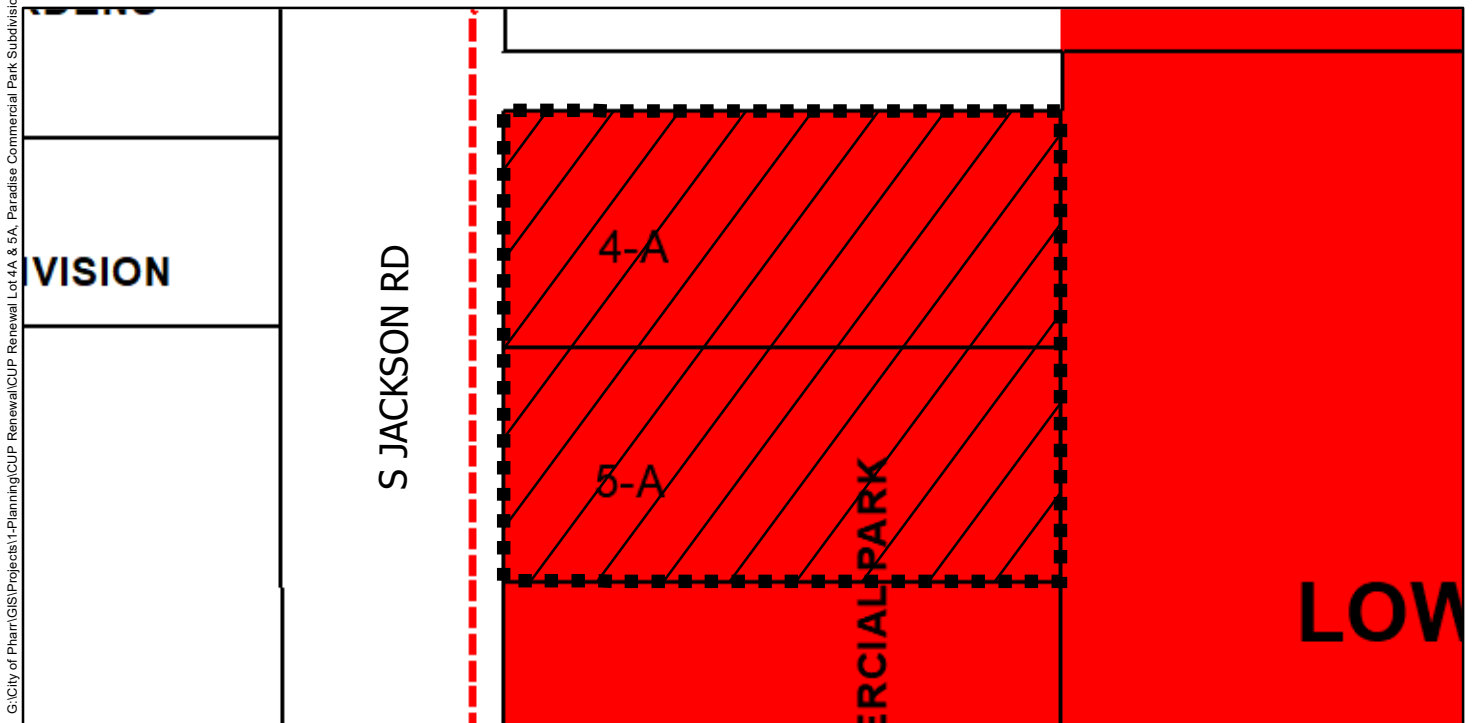
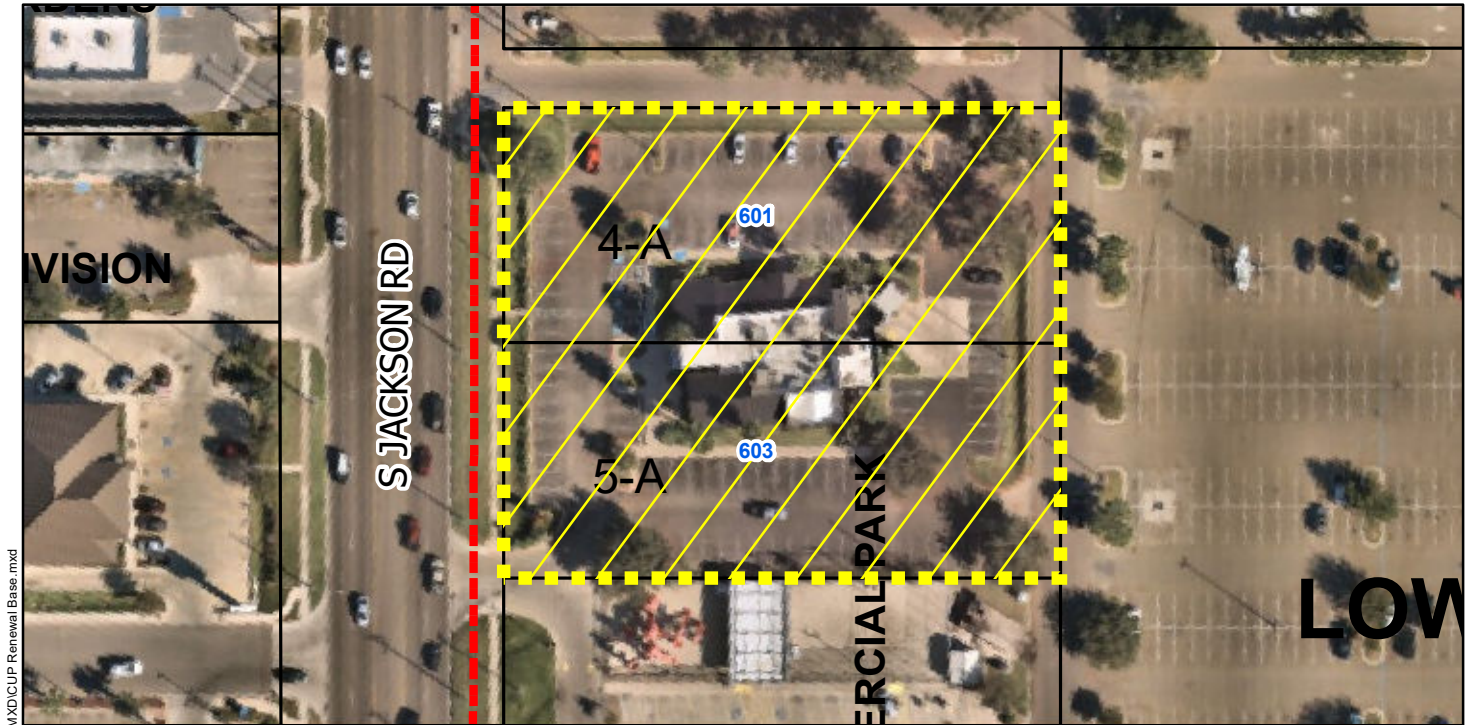
**DEVELOPMENT
SERVICES
RECOMMENDATIONS:**

Development Services is recommending **approval** of the request for renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to the site and applicant being in compliance with all City Ordinances and City Department requirements.

Conditional Use Permit Renewal
 Lot 4A & 5A, Paradise Commercial Park Subdivision,
 M&S Group, Inc., d/b/a Wing Daddy's Sauce House



Pharr
 Engineering



- | | | | |
|---------------------------------------|-------------------|-------------------------|--------------------------|
| Agricultural Open Space | Townhouse | Drainage Easement | PSJA ISD |
| Single Family | HUD Code | Heavy Commercial | Hidalgo ISD |
| Single Family Small Lot | Rail Road R.O.W | Heavy Industrial | Valley View ISD |
| Residential Multi-Family | Government Owned | Limited Industrial | Planned Unit Development |
| Residential Multi-Family High Density | General Business | Neighborhood Commercial | |
| Mobile Home | Business District | Office Professional | |

Scale: 1 inch = 100 feet



City of Pharr, Texas
 Engineering Department
 956.702.5355



Date: 6/14/2022



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.F.

DATE SUBMITTED:

MEETING DATE: June 20, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: PLATS:

Classification: Consent

(* If closed session, City Attorney must review and approve.)

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Hilda Pedraza

Karla Saavedra

Patricia Rigney

City Management Office

Created -



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.F.1.

DATE SUBMITTED: June 14, 2022

MEETING DATE: June 20, 2022

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Melden & Hunt Inc., representing, Dallas Hakes, Manager for Lonestar properties, LLC is requesting final plat approval of the proposed QQ Polk & Veterans Subdivision. The property is legally described as being a 0.964 of one acre, being a part or portion out of Lot 30, L.R. BELL Development "E" Subdivision, Pharr, Hidalgo County, Texas. The property is located within the 900 Block of north Veterans Blvd. ("I" Rd.). **SUB#211139**

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: Melden & Hunt Inc., representing, Dallas Hakes, Manager for Lonestar properties, LLC is requesting final plat approval of the proposed QQ Polk & Veterans Subdivision. **SUB#211139**

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends final plat approval of the proposed QQ Polk & Veterans Subdivision subject to the listed conditions.

The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed QQ Polk & Veterans Subdivision.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Iris Mata
Patricia Rigney
Roland Gomez
City Management Office

Created/Initiated - 6/14/2022
Approved - 6/14/2022
Approved - 6/16/2022
Final Approval - 6/17/2022



MEMORANDUM

DATE: MONDAY, JUNE 20, 2022

TO: MAYOR AND CITY COMMISSION

FROM: ROLAND GOMEZ, DIRECTOR DEVELOPMENT SERVICES

THROUGH: ANDY HARVEY, CITY MANAGER

SUBJECT: QQ POLK & VETERANS SUBDIVISION FILE NO. SUB#211139
--

GENERAL INFORMATION:

APPLICANT: Melden & Hunt Inc., representing, Dallas Hakes, Manager for Lonestar properties, LLC is requesting final plat approval of the proposed QQ Polk & Veterans Subdivision.

LEGAL DESCRIPTION: The property is legally described as being a 0.964 of one acre, being a part or portion out of Lot 30, L.R. BELL Development "E" Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property is located within the 900 Block of north Veterans Blvd. ("I" Rd.).

ZONING: The property is currently zoned General Business District (C). The adjacent zones are General Business District (C) to the south, Single Family Residential District (R-1) to the north, City limits to the east and Agricultural Open Space District (A-O) to the west. The property is designated for commercial use in the Land Use Plan.

PROPERTY PROPOSED USE: Carwash.

VARIANCES: None requested.

RECOMMENDATIONS: Development Services recommends final plat approval of the proposed QQ Polk & Veterans Subdivision subject to the following conditions:

STREETS, PAVING AND R.O.W.:

1. The R.O.W. on E. Polk Ave. shall be dedicated by plat and N. Veterans Blvd.
2. Need to provide street light layout sheet, max spacing for streetlights is 250' max.

EASEMENTS:

1. On easements to be dedicated, remove the word proposed.
2. Show all existing easements.
3. Public water or sewer lines dedicated to City of Pharr easements shall read "15 ft. Exclusive easement to City of Pharr" if any.

**SIDEWALK:
ADA:**

1. Follow City standards.

FIRE PROTECTION:

1. See attached comments.

WATER:

1. See attached comments.

SEWER:

1. The grinder pump, shall be maintained by property owners.
2. See attached comments.

DRAINAGE:

1. Follow detention directive.
2. See attached comments.

OTHER:

1. Need to provide engineer and surveyor signature.
2. On metes & bounds add: N. Veterans Blvd. and "E" for east for Polk Ave.
3. Recording with a cash bond.
4. Verify the net acreage on metes & bounds with lot net AC.
5. Update year on signature blocks.

PLANNING AND ZONING COMMISSION:

The Planning and Zoning Commission voted unanimously to approve the final plat of the proposed QQ Polk & Veterans Subdivision.

STAFF REVIEW MEETING FOR: *QQ POLK & VETERANS SUBDIVISION*

COMMENTS: **Initials:** J.R. / R.B. **FEBRUARY 01, 2022**

WATER:

- Water line will need to be PVC 12" C-900 on E. Polk Ave. and connected with existing water line on the north west side of the property
- Will need to show water valves
- Will need to show all surrounding utilities in this area
- Will need to install PVC casing under the driveways 5' beyond of edges
- Water service will need to be 2"
- Follow City of Pharr Construction Standards Manual

SEWER:

- Will need to show details about sewer connections and size of the pipe
- ~~Sewer line reminds private~~ 
- Will need to show all surrounding utilities in this area
- Manhole rim and lid will need to be composite base with City of Pharr logo
- Follow City of Pharr Construction Standards Manual

Developer/Owner/Responsible Party must comply with the conditions stated above. WATER METERS WILL NOT BE INSTALLED IF THERE IS A failure to comply with ANY OF THE conditions. METERS WILL BE INSTALLED UPON PAYMENT AND COMPLIANCE WITH ALL CONDITIONS STATED. By signing this you understand you must comply with the condition(s) or the water meter(s) will not be installed.

Print Name: _____

Signature: _____

Date: _____



Pharr

Fire Department



118 S. Cage Blvd. 3rd Floor

Pharr, Texas 78577

Phone: (956) 402-4400 Fax; (956) 475-3433

Subdivision: QQ POLK & VETERANS SUDDIVISION

Reviewed by: DAGO SOTO

February 3, 2022

1. All designed waterlines shall be a minimum of eight (8) inches for residential and eight-twelve (8-12) inches in diameter for commercial and twelve (12) inches or better for industrial areas, unless fire flow requires larger lines for commercial areas.
2. All designed waterlines shall be looped on a Fire Department approved water main (Utilities shall be in place including fire hydrants before any construction above the slab).
3. Fire hydrant shall be installed at a maximum of 300 feet intervals in any mercantile district and every 600 feet in residential areas and shall be **FACTORY YELLOW** from the manufacture with a minimum arrangement being so as to have a hydrant available for distribution to hose to any portion of any building in the premises at distances not exceeding 400 feet, but in no case shall hose lengths be greater than 400 feet. The distance shall be measured on a roadway surface meeting the Fire Department access requirements of 503.1 International Fire Code 2012. Preferably Mueller Brand Fire Hydrant or equivalent.
4. All premises where building or portions of building are located more than 300 feet from a main street fire hydrant system shall be provided with approved on-site fire hydrant(s) and water mains capable of supplying adequate fire flow, approved by the Fire Officials.
5. Shall meet the Fire Flow rate of 20 psi of residual pressure for firefighting.
6. Street names shall be provided prior to or during the pre-construction meeting for review and approval. No street name shall be duplicated within the City of Pharr and its E.T.J. alignment of new streets with existing streets shall take precedence over new street name assignment.
7. During construction, when combustibles are brought on the site in such quantities as deemed hazardous by the Fire Official, access roads and a suitable temporary supply of water acceptable to the Fire Department shall be provided and maintained.
8. A \$25.00 fee for each **BLUE MARKER** to be affixed on pavement by city to indicate location of the fire hydrant. **FIRE HYDRANT COLOR MUST BE FACTORY YELLOW FROM MANUFACTURE PRIOR TO INSTALLATION.**
9. Contractor testing waterlines shall dispose highly chlorinated water (Hazardous Waste).
10. Fire lanes must be painted **RED**: 15 feet on each side of hydrant (total of 30 feet). *With lettering at least 3 inches tall (**FIRE LANE – TOW AWAY ZONE**).
11. Any new subdivision with **GATED COMMUNITY SECURITY SYSTEMS** must obtain the Fire Department approved Knox Box Switch – Rapid Entry System made by the Knox Company (phone: 800-

552-5669 * fax: 949-623-4647) or an approved Fire Department siren system before subdivision's final approval of 503.5 in International Fire Code 2012; where security gates are installed, with a minimum of 20 feet (6096 mm) clearance shall be maintained and a means for emergency operations shall be provided and maintained as approved by the Fire Official.

12. Designed fire lanes or roads deemed necessary for Fire Department access by the Fire Official shall be established and maintained in an operable condition. 503.1 International Fire Code 2012; all weather surfaces must be in place before any final inspection is approved. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to the department apparatus by the way of an approved fire apparatus access road with an asphalt, or concrete driving surface capable of supporting the imposed load of fire apparatus weighing at least 75,000 pounds.
13. Access road width with hydrant; where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet, exclusive of shoulders.
14. All water valves (hydrant and main) shall be open prior to final inspection.
15. Public Utilities personnel must be advised prior to opening and closing existing water valves.
16. Must meet City of Pharr Standards Manual Construction & Development Guide.

Additional Comments:

- 1. SHALL ADD A FIRE HYDRANT ON THE NORTHWEST SIDE OF SUBDIVISION ALONG E. POLK STREET. PENDING ON SITE PLAN.**
- 2. SHALL REPLACE THE 6 IN MAIN TO A 12 INCH AND EXTENDED WEST TO THE END OF SUBDIVISION ALONG E. POLK STREET.**
- 3. SHALL REPLACE THE EXISTING FIRE HYDRANT ON SOUTHEAST SIDE OF SUBDIVISION ALONG N. VETERANS WITH A NEW ONE.**



Pharr Public Work



SUBDIVISION: Staff Pre-Construction Meeting
QQ Polk & Veterans
1208 E. Polk
Pharr Tx, 78577

DATE: 02/01/2022
0.714 Acres

Plat Notes:

- No comments

General Notes:

- Show an Approved (by City Engineering Department) Drainage Plan Layout with Details
- Show Utility Profile Line Crossings and Elevation details
- Show Street Light Layout and Sidewalk Details
- Must Obtain Discharge Permit from Public Works Department if connecting to City Storm Sewer Drainage System
- A maximum 8-inch bleeder line connection, preferably at 90-degree angle, will be allowed to any existing city storm sewer system
- Erosion and Sediment Control Plan Layout Must Be in Place Prior to Any Earth Disturbance
- Erosion And Sediment Control during construction shall be in accordance with the current Texas Pollution Discharge Elimination System (T.P.D.E.S.) and Texas Commission of Environmental Quality (T.C.E.Q.)



SUBDIVISION REVIEW COMMENTS

PHARR ENGINEERING • 118 S. CAGE BLVD., 1ST FLOOR • PHARR, TX 78577 • 956.402.4221

SUBDIVISION: QQ Polk & Veterans Subdivision **DATE:** February 3, 2022

REVIEW: Preliminary (comments plans dated 1-14-2022)

PLAT

1. Signature from P.E.
2. Signature from R.P.L.S.
3. Note No. 5--- Use City of Pharr drainage directive... *"Storm Water detention is required for this property. The engineer of record for this subdivision plat has estimated that an area of approximately _____ acres and a volume of approximately _____ acre feet will be required for this use. This is an estimate only and detailed analysis may reveal different requirements. No Building permit shall be issued for this platted property until a storm water detention system design has been approved by the City of Pharr for this commercial development."*
4. Note No. 6---Revise note to say... "5'-ft sidewalk with ADA ramps and landings will be required to be constructed along all streets at time of subdivision construction."

SITE PLAN

1. Include vocal pedestrian crossing walk sign.
2. An ADA 5 ft. sidewalk will need to be constructed at time of subdivision construction. Include details in site plan.
3. Include street light layout.

DRAINAGE

1. Drainage plan to be reviewed and approved at building permit phase.

CLOSEOUT DOCUMENTS

- All As-builts must have the following requirements:
 - As-builts must reflect current field changes. Mark all field changes as existing.
 - Must be Geo referenced, and in an AUTOCAD file.
 - Submit a physical and electronic copy (USB or CD).

CONSTRUCTION SCHEDULE
• The contractor shall provide a construction schedule for the above-mentioned subdivision.

ADDITIONAL COMMENTS

-



DRAWN BY: CEGAR DATE: 01-13-22
FINAL CHECK DATE:



METES & BOUNDS

A TRACT OF LAND CONTAINING 0.944 OF ONE ACRE SITUATED IN THE CITY OF PHARR, COUNTY OF HIDALGO, TEXAS, BEING A PART OR PORTION OF LOT 30, R.R. BELL DEVELOPMENT "E" SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 5, PAGE 57, HIDALGO COUNTY MAP RECORDS, SAID 0.944 ACRES OUT OF A CERTAIN TRACT CONVEYED TO GORBY INVESTMENTS, LLC BY VIRTUE OF A SPECIAL WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 3252691, HIDALGO COUNTY OFFICIAL RECORDS, SAID 0.944 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 30;
THENCE, S 81° 30' 58" E ALONG THE NORTH LINE OF SAID LOT 30, A DISTANCE OF 1,262.90
FEET TO A NAIL SET, FOR THE NORTHWEST CORNER AND POINT OF BEGINNING OF THIS
HEREIN DESCRIBED TRACT.

1. THENCE, S 81° 30' 48" E ALONG THE NORTH LINE OF SAID LOT 30, A DISTANCE OF 203.94 FEET TO A NAIL SET ON THE NORTHEAST CORNER OF SAID LOT 30. FOR THE NORTHEAST CORNER OF THIS TRACT.
2. THENCE, S 08° 33' 04" W ALONG THE EAST LINE OF SAID LOT 30 A DISTANCE OF 220.00 FEET TO A NAIL SET FOR THE SOUTHEAST CORNER OF THIS TRACT;

3. THENCE N 41° 38' 45" W A DISTANCE OF 25.47 FEET TO A NAIL SET FOR AN OUTSIDE CORNER OF THIS TRACT.
4. THENCE N 04° 33' 24" E ALONG THE EAST LINE OF A TRACT CONVEYED TO THE CITY OF PHARR BY VIRTUE OF A WARRANT DEED RECORDED UNDER DOCUMENT NUMBER 749316, HIDALGO COUNTY OFFICIAL RECORDS, A DISTANCE OF 200.00 FEET TO A NAIL SET FOR AN INSIDE CORNER OF THIS TRACT.
5. THENCE N 81° 37' 51" W ALONG THE NORTH LINE OF SAID TRACT CONVEYED TO THE CITY OF PHARR, A DISTANCE OF 35.00 FEET TO A NO. 4 REBAR SET FOR AN INSIDE CORNER OF THIS TRACT.

5. THENCE, S 08° 33' 24" W A DISTANCE OF 4.95 FEET TO A NO. 1 REBAR SET FOR AN INSIDE CORNER OF THIS TRACT;

7. THENCE, S 31° 30' 29" E A DISTANCE OF 29.85 FEET TO A NO. 4 REBAR SET FOR AN OUTSIDE CORNER OF THIS TRACT;

8. THENCE, S 04° 31' 24" W ALONG THE WEST LINE OF SAID TRACT CONVEYED TO THE CITY OF PHARR, AND THE WEST RIGHT-OF-WAY LINE OF I ROAD, A DISTANCE OF 172.66 FEET TO A NO. 4 REBAR FOUND FOR AN OUTSIDE CORNER OF THIS TRACT;

9. THENCE, N 81° 30' 54" W A DISTANCE OF 165.47 FEET TO A NO. 4 REBAR SET FOR THE SOUTHWEST CORNER OF THIS TRACT;

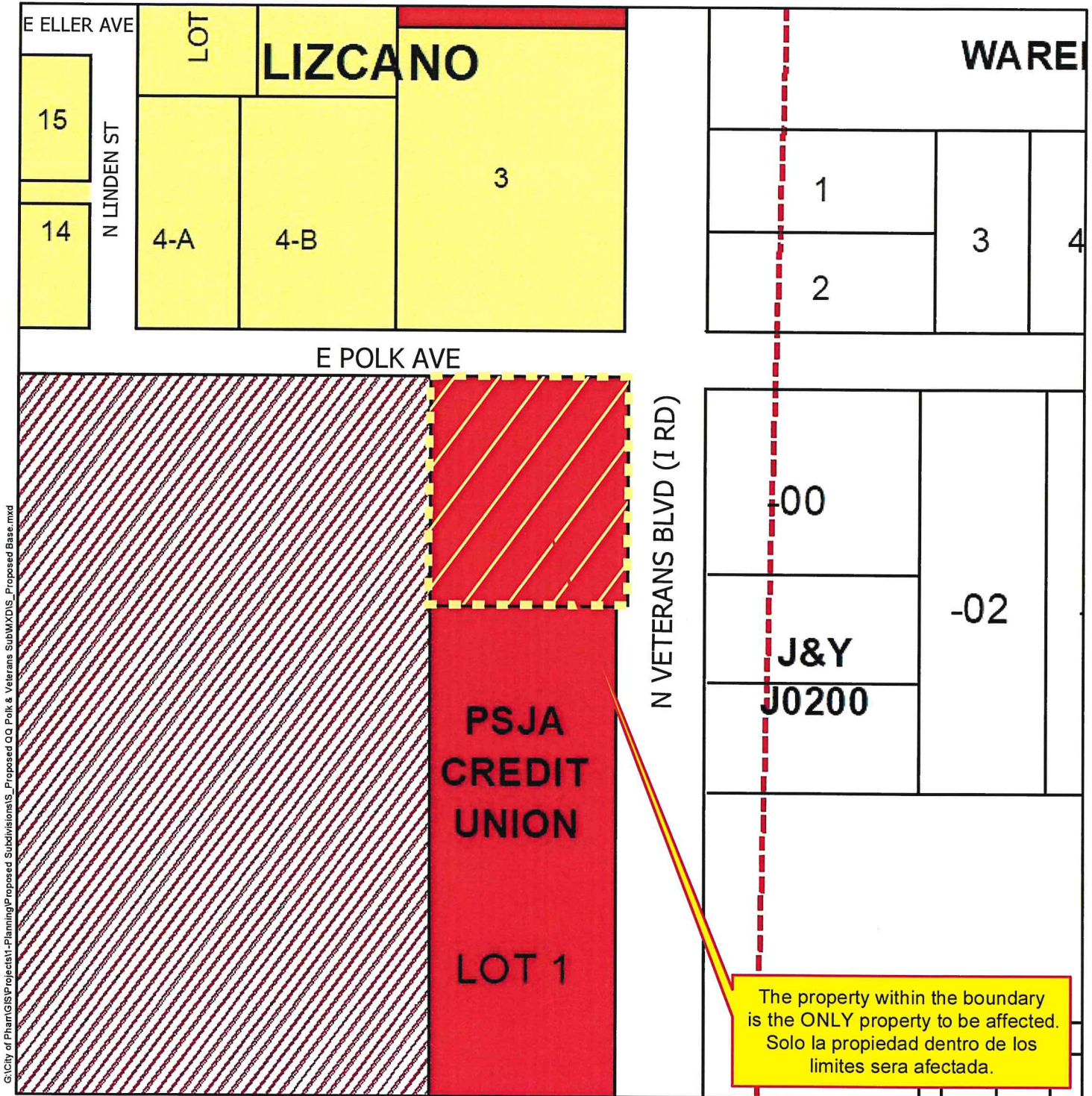
10. THENCE, N 08° 33' 02" E AT A DISTANCE OF 220.00 FEET PASS A NO. 4 REBAR SET ON THE SOUTH RIGHT-OF-WAY LINE OF POLK AVENUE, CONTINUING A TOTAL DISTANCE OF 220.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.364 OF ONE ACRE GROSS, OF WHICH 0.129 OF ONE ACRE LIES WITHIN THE EXISTING RIGHT-OF-WAY OF ROAD AND 0.083 OF ONE ACRE LIES WITHIN THE EXISTING RIGHT-OF-WAY OF POLK AVENUE, LEAVING A NET OF 0.752 OF ONE ACRE OF LAND, MORE OR LESS;

THIS PLAT IS HEREBY APPROVED BY THE HEDALGO COUNTY IRRIGATION DISTRICT # 2
ON THIS THE _____ DAY OF _____, 20____.

PRESIDENT

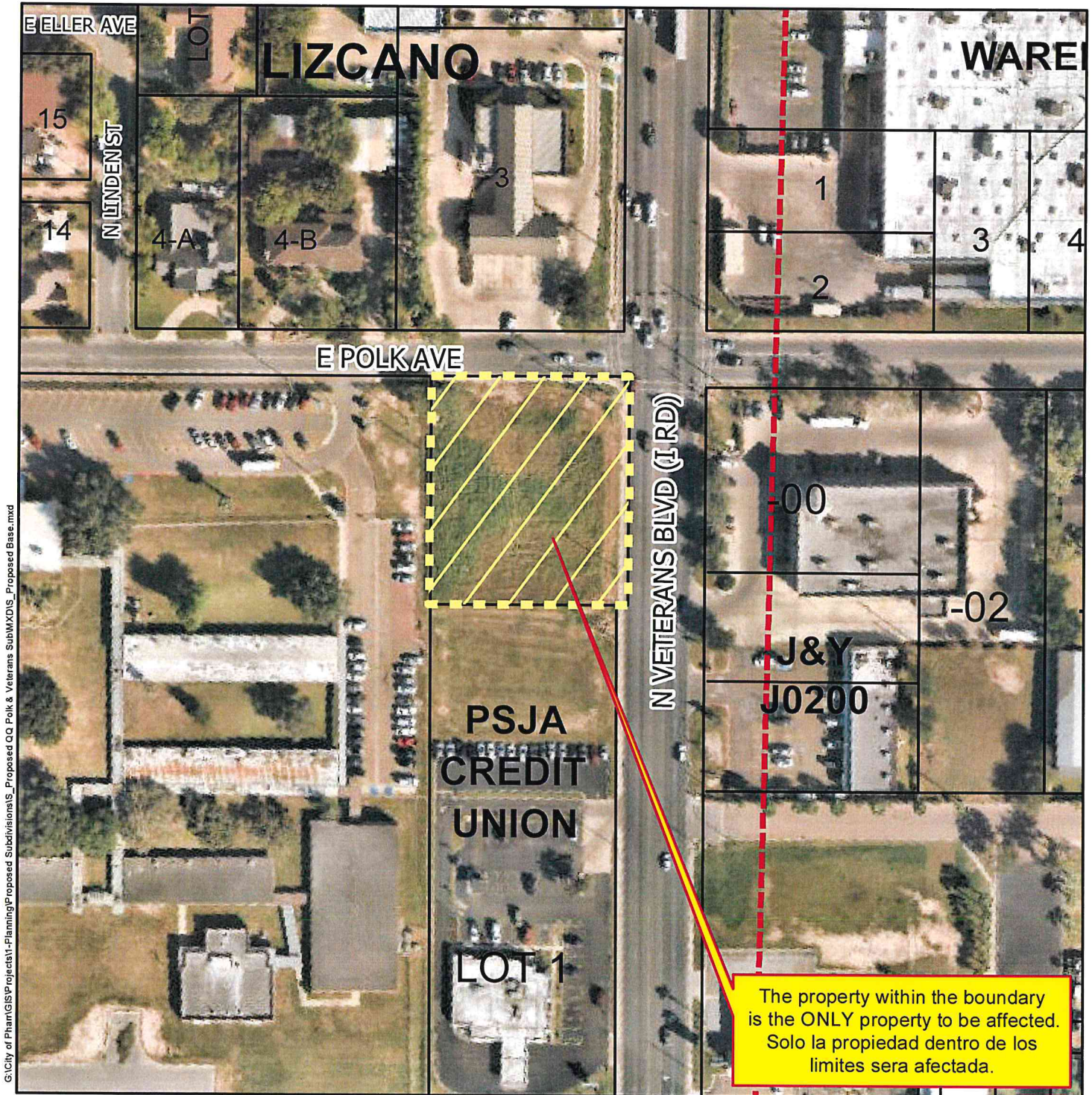
ATTEST: _____
e-Printed & Now

SECRETARY



- | | | | |
|--|---|---|---|
|  Agricultural Open Space |  Townhouse |  Drainage Easement |  PSJA ISD |
|  Single Family |  HUD Code |  Heavy Commercial |  Hidalgo ISD |
|  Single Family Small Lot |  Rail Road R.O.W. |  Heavy Industrial |  Valley View ISD |
|  Residential Multi-Family |  Government Owned |  Limited Industrial |  Planned Unit Development |
|  Residential Multi-Family High Density |  General Business |  Neighborhood Commercial | |
|  Mobile Home |  Business District |  Office Professional | |





G:\City of Pharr\GIS\Projects\11-Planning\Proposed Subdivisions\11-Proposed QQ Polk & Veterans Sub\WXD\11_Proposed Base.mxd

- | | | | |
|--|---|---|---|
|  Agricultural Open Space |  Townhouse |  Drainage Easement |  PSJA ISD |
|  Single Family |  HUD Code |  Heavy Commercial |  Hidalgo ISD |
|  Single Family Small Lot |  Rail Road R.O.W |  Heavy Industrial |  Valley View ISD |
|  Residential Multi-Family |  Government Owned |  Limited Industrial |  Planned Unit Development |
|  Residential Multi-Family High Density |  General Business |  Neighborhood Commercial | |
|  Mobile Home |  Business District |  Office Professional | |





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: June 14, 2022

MEETING DATE: June 20, 2022

FROM: Iris Mata, Secretary

DEPARTMENT: Development Services

DIRECTOR: Roland Gomez

Agenda Item: Consideration and action, if any, on Resolution appointing/reappointing one (1) regular member to the Planning and Zoning Commission.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: The term of regular member, Jonathan Larraga, expired on June 19, 2022.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends reappointment of regular member Jonathan Larraga.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Iris Mata
Patricia Rigney
Roland Gomez
City Management Office

Created/Initiated - 6/14/2022
Approved - 6/14/2022
Approved - 6/16/2022
Final Approval - 6/17/2022

STATE OF TEXAS

§
§
§

RESOLUTION NO. R-2022-____

CITY OF PHARR

WHEREAS, there is hereby a City Planning and Zoning Commission which shall function by making plans and acting as a Zoning Commission being composed of seven (7) members and four (4) alternates to be appointed by the Board of Commissioners, and

WHEREAS, the term of Jonathan Larraga, regular member, expires June 6, 2022; and

WHEREAS, appointment/re-appointment of one (1) regular member need to be made at this time in accordance with City Ordinance No. O-2007-48 whereby a person, either citizen/resident or Pharr business owner, shall not serve as an officer or member on more than two (2) Pharr board or committee concurrently.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, THAT:

The following residents of the City of Pharr are hereby appointed as regular members of the Planning and Zoning Commission.

NAME:

LENGTH OF TERM

1. _____ 2-year term (expiring June 19, 2024)

PASSED, APPROVED AND MADE EFFECTIVE BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 20th day of June, 2022.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: June 17, 2022

MEETING DATE: June 20, 2022

FROM: Ed Wylie, Deputy City Manager

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: Consideration and action, if any, authorizing City Manager to terminate services with existing EMS billing company and negotiate and enter into a contract with a new EMS billing company.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue:

Fiscal Consideration:

Staff Recommendation:

Alternatives:

Exclude Material from Public Packet? No

Reason:

ROUTING:

Ed Wylie
Karla Saavedra
Patricia Rigney
City Management Office

Created/Initiated - 6/17/2022
Approved - 6/17/2022
Approved - 6/17/2022
Final Approval - 6/17/2022



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.A.

DATE SUBMITTED: June 13, 2022

MEETING DATE: June 20, 2022

FROM: Joel Robles, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Joel Robles

Agenda Item: Consideration and action, if any, authorizing City Manager to award a Purchase Contract for the purchase of office furniture for the Pharr Police Department Investigations Section and Bridge Substation from DCInteriors out of San Antonio, Texas, through Vizient HON Contract# CE3388 and Global Contract# CE3374 in the amount of \$138,725.71

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: The Pharr Police Department seeks to purchase office furniture for the Investigations Section and Bridge Substation. The Pharr Police Department has not updated furniture for the Investigations Section since the Pharr Police Department was built in 2003.

The Pharr Police Department is seeking to purchase furniture for the Bridge Substation, to properly equip the two offices and workstation that was created in 2020. (PROJECT# 2122-01-512-P027-002)

Fiscal Consideration: The purchase falls within the allowed budget.

Staff Recommendation: Staff recommends approval

Alternatives: Not approve request

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Joel Robles

Ignacio Amezcua

Karla Saavedra

Anali Alanis

City Management Office

Created/Initiated - 6/13/2022

Approved - 6/13/2022

Approved - 6/16/2022

Approved - 6/16/2022

Final Approval - 6/17/2022

DC Interiors
6860 Alamo Downs Parkway
San Antonio TX 78238
Ph: 210-521-9900

Bill of Materials



Cage Code: 3YCV2

Prepared For:	Project #:	TX22161_Rev1	5/17/2022
City of Pharr	Sales Rep:	Delilah Espinoza/jv	
Pharr TX	Notes:	Vizient: Hon #CE3388 (Bid Pricing) & Global #CE3374	

Pharr PD 2nd FL Reno & Bridge Substation Furniture | NO MONITOR ARMS

** PRELIMINARY / PLEASE FINALIZE FINISHES / SEE ACCOMPANYING SPEC SHEETS **

Line #	Tag	Qty	Part Number	Part Description	Sell Price	Extended	
2nd FL - Break Rm							
	1	C3	1	HMS1	Motivate High Density Stacker-Sled Base-Set/4	\$354.80	\$354.80
				.N	Arm: No Arm		
				.BU	Surf		
				.PLAT	Platinum Metallic		
	2	C3	1	HMSGLD	Motivate Glides for High-Density Stacker/Box 48	\$29.24	\$29.24
	3	T1	3	HCWTSBM29	29H Single Pedestal Medium	\$227.60	\$682.80
				\$(P1)	P1 Paint Opts		
				.P8V	Textured Titanium		
	4	T1	3	HCWTSQR36G	36" Square Top w/ Flat Edge	\$144.40	\$433.20
				.N	No Grommet		
				\$(L1STD)	Grd L1 Standard Laminate		
				.LOFT	LAM: Loft		
				.LOFT	EDGE: Loft		
Subtotal:						\$1,500.04	

2nd FL Front Office

	5	C2	2	HIWMM	Ignition 2 Task Mid-back, ilira back	\$290.80	\$581.60
					.Y1		
					.A		
					.S		
					.IM		
					\$(1)		
					.CU		
					10		
					.BL		
					.SB		
					.T		

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Pharr PD 2nd FL Reno & Bridge Substation Furniture | NO MONITOR ARMS

** PRELIMINARY / PLEASE FINALIZE FINISHES / SEE ACCOMPANYING SPEC SHEETS **

Line #	Tag	Qty	Part Number	Part Description	Sell Price	Extended
6	WS5	2	HEC50PLN	50H "L" Connector Post	\$40.50	\$81.00
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		
7	WS5	2	HECSL	"L" Connector Strap	\$4.80	\$9.60
8	WS5	4	HEFEC50P	Panel Finished End Covers 50H	\$18.30	\$73.20
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		
9	WS5	2	HETC24	Panel Top Cap 24"W	\$11.70	\$23.40
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		
10	WS5	4	HETC36	Panel Top Cap 36"W	\$18.30	\$73.20
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		
11	WS5	2	HETP5024DP	Tackable Top Tier Glass Panel w/o TC 50H x 24W	\$171.30	\$342.60
			\$(A)	Gr A Fabric		
			.APN	FABRIC: Appoint		
			34	COLOR: Frost		
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		
			.Q	Glass: Clear		
12	WS5	4	HETP5036DP	Tackable Top Tier Glass Panel w/o TC 50H x 36W	\$178.50	\$714.00
			\$(A)	Gr A Fabric		
			.APN	FABRIC: Appoint		
			34	COLOR: Frost		
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		
			.Q	Glass: Clear		
13	WS5	2	HLSL1466S	Overhead Cabinet w/Sliding Door 66Wx14-1/4Dx14H	\$601.60	\$1,203.20

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Pharr PD 2nd FL Renovation & Bridge Substation Furniture | NO MONITOR ARMS

** PRELIMINARY / PLEASE FINALIZE FINISHES / SEE ACCOMPANYING SPEC SHEETS **

Line #	Tag	Qty	Part Number	Part Description	Sell Price	Extended
			\$(L1STD)	Grd L1 Standard Laminates		
			.LOFT	LAM: Loft		
			\$(L1STD)	Grd L1 Standard Laminates		
			.LOFT	LAM: Loft		
			.X	No Option		
			.W	Bracket: Wall Bracket		
14	WS5	2	HLSLZ5SC54	42"W External Stiffener	\$38.00	\$76.00
			.P	Color: Black		
15	WS5	2	HRVEP2429R	Around 29"H x 24"D Right End Panel	\$69.60	\$139.20
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		
16	WS5	2	HSCKTPS	Straight Connector Kit	\$6.00	\$12.00
			.X	No Option		
17	WS5	2	HSDRK29	29.5"H Return Kit	\$32.40	\$64.80
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		
18	WS5	2	HSPSP281524BBFM	28Hx15Wx24D Support Ped Plinth Mtl Front BBF	\$248.40	\$496.80
			.BX	Recessed Plinth		
			.R	Radius		
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		
			\$(MATCH)	Match Case		
			.NA	Match Case		
			.L	Lock: Lock		
19	WS5	2	HSPSP281524FFM	28Hx15Wx24D Support Ped Plinth Mtl Front FF	\$248.40	\$496.80
			.BX	Recessed Plinth		
			.R	Radius		
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		
			\$(MATCH)	Match Case		
			.NA	Match Case		
			.L	Lock: Lock		

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Pharr PD 2nd FL Reno & Bridge Substation Furniture | NO MONITOR ARMS

** PRELIMINARY / PLEASE FINALIZE FINISHES / SEE ACCOMPANYING SPEC SHEETS **

Line #	Tag	Qty	Part Number	Part Description	Sell Price	Extended
20	WS5	2	HWR2442P	Systems Rectangular Worksurface Edgeband 24D x 42W	\$118.50	\$237.00
			\$(L1STD)	Grd L1 Standard Laminates		
			.LOFT	LAM: Loft		
			.LOFT	EDGE: Loft		
			.LOFT	Grommet: Loft		
21	WS5	2	HWR2472P	Systems Rectangular Worksurface Edgeband 24D x 72W	\$165.00	\$330.00
			\$(L1STD)	Grd L1 Standard Laminates		
			.LOFT	LAM: Loft		
			.LOFT	EDGE: Loft		
			.LOFT	Grommet: Loft		
22	WS5	2	HWSB2	Worksurface Bracket Kit	\$14.70	\$29.40
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		
Subtotal:						\$4,983.80

2nd FL - Invest Office

	23	C1	20	HCG6	Ceres Guest/Multi purpose Four Leg Stacking	\$229.20	\$4,584.00
				.N	Arm: No Arm		
				.E	Option: Glide		
				.IM	4-Way Black		
				\$(1)	Gr 1 UPH		
				.UR	Contourett		
				10	COLOR: Black		
				.PLAT	Textured Platinum Metallic		
	24	C2	18	HIWMM	Ignition 2 Task Mid-back, ilira back	\$290.80	\$5,234.40
				.Y1	Syncho-Tilt W Seat Slider		
				.A	Arm: Height and Width Adj. Arm		
				.S	Black All-Surface Caster		
				.IM	4-Way Black		
				\$(1)	Gr 1 UPH		
				.CU	Centurion		
				10	COLOR: Black		
				.BL	Black Adjustable Lumbar		
				.SB	Base: Standard Base		

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Pharr PD 2nd FL Reno & Bridge Substation Furniture | NO MONITOR ARMS

** PRELIMINARY / PLEASE FINALIZE FINISHES / SEE ACCOMPANYING SPEC SHEETS **

Line #	Tag	Qty	Part Number	Part Description	Sell Price	Extended
			.T	Frame: Black		
25	C4	1	HFLGANG	Flock Ganging Bracket	\$15.05	\$15.05
26	C4	4	HFLMC1	Flock Modular Chair	\$545.60	\$2,182.40
			.TS	TaperedSq PR8 or P7A Frm		
			\$(1)	Gr 1 UPH		
			.HAML	Fab: Hamilton		
			20	Color: Oxford		
			.P7A	Textured Charcoal N/A caster		
27	T3	1	HFTLS24	Flock 24 Cube Table Laminate	\$330.24	\$330.24
			.N	No Grommet		
			.0	No Ports		
			\$(L1STD)	Grd L1 Standard Laminates		
			.LKI1	LAM: Kingswood Walnut		
			.TS	Tapered Square Leg		
			\$(P1)	P1 Paint Opts		
			.P7A	Textured Charcoal		
28	T4	1	HCWTRND36G	36" Round Top w/ Flat Edge	\$151.60	\$151.60
			.N	No Grommet		
			\$(L1STD)	Grd L1 Standard Laminate		
			.LKI1	LAM: Kingswood Walnut		
			.KI	EDGE: Kingswood Walnut		
29	T4	1	HCWTSBM29	29H Single Pedestal Medium	\$227.60	\$227.60
			\$(P1)	P1 Paint Opts		
			.P8V	Textured Titanium		
30	WS1	18	HCWR2442PT	Accelerate Rectangle wksfc TEE span 24"D x 42"W	\$128.10	\$2,305.80
			\$(L1STD)	Grd L1 Standard Laminates		
			.LOFT	LAM: Loft		
			.LOFT	EDGE: Loft		
			.LOFT	Grommet: Loft		
31	WS1	18	HEBPLATE348	Accelerate Base cover 3 knockout 48"W	\$24.90	\$448.20

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** PRELIMINARY / PLEASE FINALIZE FINISHES / SEE ACCOMPANYING SPEC SHEETS **

Line #	Tag	Qty	Part Number	Part Description	Sell Price	Extended
			\$(P1)	Select P1 Paint		
			.LOFT	Loft		
32	WS1	5	HEC50PTN	50H "T" Connector Post	\$39.00	\$195.00
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		
33	WS1	6	HEC50PXN	50H "X" Connector Post	\$37.50	\$225.00
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		
34	WS1	1	HECPP	Power pole w/o receptacles 6' 6"H 2" x 2"	\$86.10	\$86.10
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		
35	WS1	3	HECS1	Single Connector Strap	\$4.80	\$14.40
36	WS1	4	HECST	"T" Connector Strap	\$6.60	\$26.40
37	WS1	6	HECSX	"X" Connector Strap	\$8.10	\$48.60
38	WS1	23	HEFEC50P	Panel Finished End Covers 50H	\$18.30	\$420.90
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		
39	WS1	12	HEFTAC	Accelerate stability foot	\$116.70	\$1,400.40
			\$(P1)	Select P1 Paint		
			.LOFT	Loft		
40	WS1	9	HETC20	Panel Top Cap 20"W	\$11.70	\$105.30
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		
41	WS1	19	HETC24	Panel Top Cap 24"W	\$11.70	\$222.30
			\$(P1)	P1 Paint Opts		

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Line #	Tag	Qty	Part Number	Part Description	Sell Price	Extended
42	WS1	9	.LOFT HETC36	Loft Panel Top Cap 36"W	\$18.30	\$164.70
			\$(P1)	P1 Paint Opts		
43	WS1	24	.LOFT HETC48	Loft Panel Top Cap 48"W	\$21.30	\$511.20
			\$(P1)	P1 Paint Opts		
44	WS1	9	.LOFT HETP5020FP	Loft Tackable Panel w/o TC 50H x 20W	\$105.60	\$950.40
			\$(A)	Gr A Fabric		
			.APN	FABRIC: Appoint		
			34	COLOR: Frost		
			\$(P1)	P1 Paint Opts		
45	WS1	19	.LOFT HETP5024FP	Loft Tackable Panel w/o TC 50H x 24W	\$109.50	\$2,080.50
			\$(A)	Gr A Fabric		
			.APN	FABRIC: Appoint		
			34	COLOR: Frost		
			\$(P1)	P1 Paint Opts		
46	WS1	9	.LOFT HETP5036FP	Loft Tackable Panel w/o TC 50H x 36W	\$116.10	\$1,044.90
			\$(A)	Gr A Fabric		
			.APN	FABRIC: Appoint		
			34	COLOR: Frost		
			\$(P1)	P1 Paint Opts		
47	WS1	24	.LOFT HETP5048FP	Loft Tackable Panel w/o TC 50H x 48W	\$138.00	\$3,312.00
			\$(A)	Gr A Fabric		
			.APN	FABRIC: Appoint		
			34	COLOR: Frost		
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		

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Line #	Tag	Qty	Part Number	Part Description	Sell Price	Extended
48	WS1	20	HH871124	Electrical Pass-Thru Cable 25-1/2W 3-1 & 2-2 Systems	\$40.20	\$804.00
49	WS1	10	HH871148	Electrical Pass-Thru Cable 48W 3-1 & 2-2 Systems	\$42.60	\$426.00
50	WS1	4	HH871501	Duplex Receptacle Circuit 1 3-1 & 2-2 Systems	\$13.20	\$52.80
51	WS1	10	HH871502	.LOFT PAINT: Loft Duplex Receptacle Circuit 2 3-1 & 2-2 Systems	\$13.20	\$132.00
52	WS1	4	HH871503	.LOFT PAINT: Loft Duplex Receptacle Circuit 3 3-1 System Only	\$13.20	\$52.80
53	WS1	18	HH871504	.LOFT PAINT: Loft Duplex Receptacle Circuit 4 3-1 & 2-2 Systems	\$13.20	\$237.60
54	WS1	1	HH871912	.LOFT PAINT: Loft Ceiling In-Feed Cable 144" long	\$74.40	\$74.40
55	WS1	2	HH879072	Base In-Feed Cable Base 3-1 & 2-2 Systems	\$71.40	\$142.80
56	WS1	18	HHATB3S2LT	3 Stage 2 Leg Rectangle T Foot	\$418.80	\$7,538.40
57	WS1	18	HHATW2270CT	\$(P1) .LOFT .X .MEM 70W x 22D Rect Worksurface - C/T Base	\$165.00	\$2,970.00
			\$(L1STD) .LOFT .LOFT .X .P	Gr L1 Standard Laminates LAM: Loft EDGE: Loft No Grommet Color: Black		

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Pharr PD 2nd FL Reno & Bridge Substation Furniture | NO MONITOR ARMS

** PRELIMINARY / PLEASE FINALIZE FINISHES / SEE ACCOMPANYING SPEC SHEETS **

Line #	Tag	Qty	Part Number	Part Description	Sell Price	Extended
58	WS1	18	HHTADF3	Three-port Flex Mode faceplate	\$8.10	\$145.80
			.P	Color: Black		
59	WS1	18	HHTADJ5	AMP RJ45 CAT 5E Jack	\$12.90	\$232.20
			.P	Color: Black		
60	WS1	18	HHTADJ6	AMP RJ45 CAT 6 Jack	\$17.40	\$313.20
			.P	Color: Black		
61	WS1	9	HLSLW1224L	Voi 12W x 24D x 50H Side Access Storage Tower - Left	\$570.00	\$5,130.00
			\$(L1STD)	Grd L1 Standard Laminates		
			.LOFT	LAM: Loft		
			\$(L1STD)	Grd L1 Standard Laminates		
			.LOFT	LAM: Loft		
			.PR6	Pull Type: Silver		
62	WS1	9	HLSLW1224R	Voi 12Wx24Dx50H Side Access Storage Tower - Right	\$570.00	\$5,130.00
			\$(L1STD)	Grd L1 Standard Laminates		
			.LOFT	LAM: Loft		
			\$(L1STD)	Grd L1 Standard Laminates		
			.LOFT	LAM: Loft		
			.PR6	Pull Type: Silver		
63	WS1	30	HSCKTPS	Straight Connector Kit	\$6.00	\$180.00
			.X	No Option		
64	WS1	18	HSDSL29	Abode Shared Leg	\$118.80	\$2,138.40
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		
65	WS1	18	HSPSP281524FFM	28Hx15Wx24D Support Ped Plinth Mtl Front FF	\$248.40	\$4,471.20
			.BX	Recessed Plinth		
			.R	Radius		
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		

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Pharr PD 2nd FL Reno & Bridge Substation Furniture | NO MONITOR ARMS

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Line #	Tag	Qty	Part Number	Part Description	Sell Price	Extended
			\$(MATCH)	Match Case		
			.NA	Match Case		
			.L	Lock: Lock		
66	WS1	18	HSTB2W1	Bracket to attach Towers to Worksurfaces	\$28.22	\$507.96
			~	Undecided PAINT Option		
					Subtotal:	\$56,966.95

2nd FL - LT Office

	67	C1	2	HCG6	Ceres Guest/Multi purpose Four Leg Stacking	\$229.20	\$458.40
				.N	Arm: No Arm		
				.E	Option: Glide		
				.IM	4-Way Black		
				\$(1)	Gr 1 UPH		
				.UR	Contourett		
				10	COLOR: Black		
				.PLAT	Textured Platinum Metallic		
	68	C2	1	HIWMM	Ignition 2 Task Mid-back, ilira back	\$290.80	\$290.80
				.Y1	Syncho-Tilt W Seat Slider		
				.A	Arm: Height and Width Adj. Arm		
				.S	Black All-Surface Caster		
				.IM	4-Way Black		
				\$(1)	Gr 1 UPH		
				.CU	Centurion		
				10	COLOR: Black		
				.BL	Black Adjustable Lumbar		
				.SB	Base: Standard Base		
				.T	Frame: Black		
	69	D1	1	H10534	10500 SeriesStack-on Storage 72"W x 14-5/8D x 37-1/8H	\$404.40	\$404.40
				\$(L1STD)	Grd L1 Standard Laminates		
				.LKI1	LAM: Kingswood Walnut		
				LKI1	LAM: Kingswood Walnut		
	70	D1	1	H10570	10500 Series Bridge 47W x 24D x 29-1/2H	\$145.60	\$145.60
				\$(L1STD)	Grd L1 Standard Laminates		
				.LKI1	LAM: Kingswood Walnut		

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Line #	Tag	Qty	Part Number	Part Description	Sell Price	Extended
71	D1	1	LKI1	LAM: Kingswood Walnut		
			H105856	10500 Series Back enclosure for 72"W Stack on Storage	\$94.80	\$94.80
			\$(L1STD)	Grd L1 Standard Laminates		
72	D1	1	.LKI1	LAM: Kingswood Walnut		
			H105896L	10500 Series 72Wx36Dx29-1/2H SglPedDskLH B/B/F RectTop	\$544.40	\$544.40
			\$(L1STD)	Grd L1 Standard Laminates		
73	D1	1	.LKI1	LAM: Kingswood Walnut		
			LKI1	LAM: Kingswood Walnut		
			H105903R	10500 Series 72Wx24Dx29-1/2H Single Ped Cred RH F/F Ped	\$484.00	\$484.00
74	D1	1	\$(L1STD)	Grd L1 Standard Laminates		
			.LKI1	LAM: Kingswood Walnut		
			LKI1	LAM: Kingswood Walnut		
75	D1	3	H90056	10500 Series Tckbd for 72"W Stack on Strg Bck Enclosure	\$120.40	\$120.40
			\$(A)	Gr A Fab		
			.APN	FABRIC: Appoint		
76	D1	1	16	COLOR: Nimbus		
			HLINEARC2	Field Install Dwr/Dr Kit-Linear Mat Chrome 2pack	\$22.80	\$68.40
			HLINEARC3	Field Install Dwr/Dr Kit-Linear Mat Chrome 3pack	\$26.00	\$26.00
Subtotal:					\$2,637.20	\$2,637.20

2nd FL - Meeting Rm

	77	C2	10	HIWM1	Ignition Wk Mid-bck Pneu Swivel tilt Tilt Bck Ht Adj	\$320.80	\$3,208.00
				.V	Arm: All-Adjustable w/Pivot		
				.H	CASTER: Hard (Standard)		
				.U	Back: Upholstered		
				\$(1)	Gr 1 UPH		
				.CU	Centurion		
				98	COLOR: Navy		
				.T	FRAME: Black		
				.SB	Base: Standard Base		
					Subtotal:		\$3,208.00

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Notes: Vizient: Hon #CE3388 (Bid Pricing) & Global #CE3374

5/17/2022

Pharr PD 2nd FL Reno & Bridge Substation Furniture | NO MONITOR ARMS

** PRELIMINARY / PLEASE FINALIZE FINISHES / SEE ACCOMPANYING SPEC SHEETS **

Line #	Tag	Qty	Part Number	Part Description	Sell Price	Extended
2nd FL - Supervisor						
	78	2	HCG6	Ceres Guest/Multi purpose Four Leg Stacking	\$229.20	\$458.40
				.N		
				.E		
				.IM		
				\$(1)		
				.UR		
				10		
	79	2	HIWMM	Ignition 2 Task Mid-back, ilira back	\$290.80	\$581.60
				.PLAT		
				.Y1		
				.A		
				.S		
				.IM		
				\$(1)		
	80	2	HFLMC1	Flock Modular Chair	\$545.60	\$1,091.20
				.CU		
				10		
				.BL		
				.SB		
				.T		
				.TS		
	81	2	H10534	10500 Series Stack-on Storage 72"W x 14-5/8D x 37-1/8H	\$404.40	\$808.80
				\$(1)		
				.HAML		
				20		
				.P7A		
				\$(L1STD)		
				.LKI1		
	82	2	H10570	10500 Series Bridge 47W x 24D x 29-1/2H	\$145.60	\$291.20
				\$(L1STD)		
				.LKI1		
				LKI1		
				\$(L1STD)		
				.LKI1		
				LKI1		

Prepared For:
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Project #: TX22161_Rev1
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5/17/2022

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** PRELIMINARY / PLEASE FINALIZE FINISHES / SEE ACCOMPANYING SPEC SHEETS **

Line #	Tag	Qty	Part Number	Part Description	Sell Price	Extended
83	D1	2	LKI1	LAM: Kingswood Walnut		
			H105856	10500 Series Back enclosure for 72"W Stack on Storage	\$94.80	\$189.60
84	D1	1	\$(L1STD)	Grd L1 Standard Laminates		
			.LKI1	LAM: Kingswood Walnut		
85	D1	1	H105895R	10500 Series 72Wx36Dx29-1/2H Sgl edDskRH B/B/F RectTop	\$544.40	\$544.40
			\$(L1STD)	Grd L1 Standard Laminates		
86	D1	1	.LKI1	LAM: Kingswood Walnut		
			LKI1	LAM: Kingswood Walnut		
87	D1	1	H105896L	10500 Series 72Wx36Dx29-1/2H SglPedDskLH B/B/F RectTop	\$544.40	\$544.40
			\$(L1STD)	Grd L1 Standard Laminates		
88	D1	1	.LKI1	LAM: Kingswood Walnut		
			LKI1	LAM: Kingswood Walnut		
89	D1	1	H105903R	10500 Series 72Wx24Dx29-1/2H Single Ped Cred RH F/F Ped	\$484.00	\$484.00
			\$(L1STD)	Grd L1 Standard Laminates		
90	D1	1	.LKI1	LAM: Kingswood Walnut		
			LKI1	LAM: Kingswood Walnut		
91	D1	1	H105904L	10500 Series 72Wx24Dx29-1/2H Single Ped Cred LH F/F Ped	\$484.00	\$484.00
			\$(L1STD)	Grd L1 Standard Laminates		
92	D1	1	.LKI1	LAM: Kingswood Walnut		
			LKI1	LAM: Kingswood Walnut		
93	D1	2	H90056	10500 Series Tckbd for 72"W Stack on Strg Bck Enclosure	\$120.40	\$240.80
			\$(A)	Gr A Fab		
94	D1	6	.APN	FABRIC: Appoint		
			16	COLOR: Nimbus		
95	D1	6	HLINEARC2	Field Install Dwr/Dr Kit-Linear Mat Chrome 2pack	\$22.80	\$136.80
96	D1	2	HLINEARC3	Field Install Dwr/Dr Kit-Linear Mat Chrome 3pack	\$26.00	\$52.00
97	T3	1	HFTLS24	Flock 24 Cube Table Laminate	\$330.24	\$330.24

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Pharr PD 2nd FL Reno & Bridge Substation Furniture | NO MONITOR ARMS

** PRELIMINARY / PLEASE FINALIZE FINISHES / SEE ACCOMPANYING SPEC SHEETS **

Line #	Tag	Qty	Part Number	Part Description	Sell Price	Extended
			.N	No Grommet		
			.O	No Ports		
			\$(L1STD)	Grd L1 Standard Laminates		
			.LKI1	LAM: Kingswood Walnut		
			.TS	Tapered Square Leg		
			\$(P1)	P1 Paint Opts		
			.P7A	Textured Charcoal		
					Subtotal:	\$6,237.44

2nd FL - Sitting Rm

	92	C6	1	6500S3	BEAM SEATING, 74.2"w x 24"d x 16"h, Beam, 3 Seater, Use w/ Upper Seating Units for Duet, Sonic, Vion, Popcorn, Sidero, Hardware Included, GLOBAL SEATING USA	\$309.17	\$309.17
				~STD	Non-GSA (Commerical Furniture Offering)		
	93	C6	2	6692	BEAM SEATING, Duet Seat Unit w/ Arms, Upholstered Seat, Plastic Back, Use w/ Beams, GLOBAL SEATING USA	\$199.95	\$399.90
				~DPLS	Plastic Back Selections		
				IVC	1-Cloud, White [IVC]		
				~02	Grade 02		
				~VITA	Vitality (Morbern)		
				VY37	2-Hot Spring		
				~STD	Non-GSA (Commerical Furniture Offering)		
	94	C6	1	6693	BEAM SEATING, Duet Seat Unit, Upholstered Seat, Plastic Back, Armless, Use w/ Beams, GLOBAL SEATING USA	\$158.67	\$158.67
				~DPLS	Plastic Back Selections		
				IVC	1-Cloud, White [IVC]		
				~02	Grade 02		
				~VITA	Vitality (Morbern)		
				VY37	2-Hot Spring		
				~STD	Non-GSA (Commerical Furniture Offering)		
					Subtotal:	\$867.74	

Criminal Invest Opt 2

	95	C2	3	HIWMM	Ignition 2 Task Mid-back, ilira back	\$290.80	\$872.40
				.Y1	Syncho-Tilt W Seat Slider		
				.A	Arm: Height and Width Adj. Arm		
				.S	Black All-Surface Caster		
				.IM	4-Way Black		
				\$(1)	Gr 1 UPH		
				.CU	Centurion		

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Pharr PD 2nd FL Reno & Bridge Substation Furniture. | NO MONITOR ARMS

** PRELIMINARY / PLEASE FINALIZE FINISHES / SEE ACCOMPANYING SPEC SHEETS **

Line #	Tag	Qty	Part Number	Part Description	Sell Price	Extended
			10	COLOR: Black		
			.BL	Black Adjustable Lumbar		
			.SB	Base: Standard Base		
			.T	Frame: Black		
96	WS4	6	HEC50PLN	50H "L" Connector Post	\$40.50	\$243.00
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		
97	WS4	6	HECSL	"L" Connector Strap	\$4.80	\$28.80
98	WS4	4	HEFEC50P	Panel Finished End Covers 50H	\$18.30	\$73.20
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		
99	WS4	6	HETC24	Panel Top Cap 24"W	\$11.70	\$70.20
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		
100	WS4	6	HETC30	Panel Top Cap 30"W	\$14.40	\$86.40
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		
101	WS4	7	HETC36	Panel Top Cap 36"W	\$18.30	\$128.10
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		
102	WS4	6	HETP5024FP	Tackable Panel w/o TC 50H x 24W	\$109.50	\$657.00
			\$(A)	Gr A Fabric		
			.APN	FABRIC: Appoint		
			34	COLOR: Frost		
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		
103	WS4	6	HETP5030FP	Tackable Panel w/o TC 50H x 30W	\$112.80	\$676.80
			\$(A)	Gr A Fabric		

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Pharr PD 2nd FL Reno & Bridge Substation Furniture: NO MONITOR ARMS

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Line #	Tag	Qty	Part Number	Part Description	Sell Price	Extended
			.APN	FABRIC: Appoint		
			34	COLOR: Frost		
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		
104	WS4	7	HETP5036FP	Tackable Panel w/o TC 50H x 36W	\$116.10	\$812.70
			\$(A)	Gr A Fabric		
			.APN	FABRIC: Appoint		
			34	COLOR: Frost		
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		
105	WS4	4	HH871024	Electrical Pass-Thru w/o Power Block 24"3-3 & 2-2	\$37.20	\$148.80
106	WS4	2	HH871036	Electrical Pass-Thru w/o Power Block 36"3-1&2-2	\$37.20	\$74.40
107	WS4	2	HH871130	Electrical Pass-Thru Cable 30W 3-1 & 2-2 Systems	\$40.20	\$80.40
108	WS4	2	HH871136	Electrical Pass-Thru Cable 36W 3-1 & 2-2 Systems	\$40.20	\$80.40
109	WS4	3	HH871230	Electrical Power Harness 30W 3-1 & 2-2 Systems	\$64.20	\$192.60
110	WS4	1	HH871501	Duplex Receptacle Circuit 1 3-1 & 2-2 Systems	\$13.20	\$13.20
			.DW	Designer white		
111	WS4	1	HH871502	Duplex Receptacle Circuit 2 3-1 & 2-2 Systems	\$13.20	\$13.20
			.DW	Designer white		
112	WS4	1	HH871503	Duplex Receptacle Circuit 3 3-1 System Only	\$13.20	\$13.20
			.DW	Designer white		
113	WS4	3	HH871504	Duplex Receptacle Circuit 4 3-1 & 2-2 Systems	\$13.20	\$39.60
			.DW	Designer white		

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** PRELIMINARY / PLEASE FINALIZE FINISHES / SEE ACCOMPANYING SPEC SHEETS **

Line #	Tag	Qty	Part Number	Part Description	Sell Price	Extended
114	WS4	2	HH879072	Base In-Feed Cable Base 3-1 & 2-2 Systems	\$71.40	\$142.80
115	WS4	3	HHATB3S2LT	3 Stage 2 Leg Rectangle T Foot	\$418.80	\$1,256.40
			\$(P1)	P1 Paint Opts		
			.PJW	Designer White		
			.X	Standard Glide		
			.MEM	Memory Preset		
116	WS4	2	HHATW2252CT	52W x 22D Rect Worksurface - C/T Base	\$133.80	\$267.60
			\$(L1STD)	Gr L1 Standard Laminates		
			.LOFT	LAM: Loft		
			.LOFT	EDGE: Loft		
			.X	No Grommet		
117	WS4	1	HHATW2264CT	64W x 22D Rect Worksurface - C/T Base	\$159.90	\$159.90
			\$(L1STD)	Gr L1 Standard Laminates		
			.LOFT	LAM: Loft		
			.LOFT	EDGE: Loft		
			.X	No Grommet		
			.P	Color: Black		
118	WS4	18	HHTADF3	Three-port Flex Mode faceplate	\$8.10	\$145.80
			.P	Color: Black		
119	WS4	18	HHTADJ5	AMP RJ45 CAT 5E Jack	\$12.90	\$232.20
			.P	Color: Black		
120	WS4	18	HHTADJ6	AMP RJ45 CAT 6 Jack	\$17.40	\$313.20
			.P	Color: Black		
121	WS4	3	HLSL1466D	14.25Dx66Wx14H Overhead Cab-4 Doors w/6" Cubbie	\$601.60	\$1,804.80
			\$(L1STD)	Grd L1 Standard Laminates		
			.LOFT	LAM: Loft		
			\$(1)	Grade 1-Laminate		
			.LOFT	LAM: Loft		

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Line #	Tag	Qty	Part Number	Part Description	Sell Price	Extended
	122	2	.W	Bracket: Wall Bracket		
			HLSLW1224L	Voi 12W x 24D x 50H Side Access Storage Tower - Left	\$570.00	\$1,140.00
			\$(L1STD)	Grd L1 Standard Laminates		
			.LOFT	LAM: Loft		
			\$(L1STD)	Grd L1 Standard Laminates		
	123	1	.LOFT	LAM: Loft		
			\$(L1STD)	Grd L1 Standard Laminates		
			.LOFT	LAM: Loft		
			.PR6	Pull Type: Silver		
			HLSLW1224R	Voi 12Wx24Dx50H Side Access Storage Tower - Right	\$570.00	\$570.00
	124	2	\$(L1STD)	Grd L1 Standard Laminates		
			.LOFT	LAM: Loft		
			\$(L1STD)	Grd L1 Standard Laminates		
			.LOFT	LAM: Loft		
			.PR6	Pull Type: Silver		
	125	1	HPD2PNBRK2L	Bracket Left	\$34.50	\$69.00
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		
			HPD2PNBRK2R	Bracket Right	\$34.50	\$34.50
			\$(P1)	P1 Paint Opts		
	126	11	.LOFT	Loft		
			HSCKTPS	Straight Connector Kit	\$6.00	\$66.00
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		
			\$(P1)	P1 Paint Opts		
	127	3	.X	No Option		
			HSPSP281524BBFM	28Hx15Wx24D Support Ped Plinth Mtl Front BBF	\$248.40	\$745.20
			.BX	Recessed Plinth		
			.R	Radius		
			\$(P1)	P1 Paint Opts		
	128	3	.LOFT	Loft		
			\$(MATCH)	Match Case		
			.NA	Match Case		
			.L	Lock: Lock		
			HSPSP281524FFM	28Hx15Wx24D Support Ped Plinth Mtl Front FF	\$248.40	\$745.20

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Line #	Tag	Qty	Part Number	Part Description	Sell Price	Extended
			.BX	Recessed Plinth		
			.R	Radius		
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		
			\$(MATCH)	Match Case		
			.NA	Match Case		
			.L	Lock: Lock		
129	WS4	3	HSTB2W1	Bracket to attach Towers to Worksurfaces	\$28.22	\$84.66
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		
130	WS4	3	HWR2466P	Systems Rectangular Worksurface Edgeband 24D x 66W	\$159.90	\$479.70
			\$(L1STD)	Grd L1 Standard Laminates		
			.LOFT	LAM: Loft		
			.LOFT	EDGE: Loft		
			.LOFT	Grommet: Loft		
131	WS4	3	HWSB2	Worksurface Bracket Kit	\$14.70	\$44.10
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		
					Subtotal:	\$12,605.46

Bridge Breakroom

	132	C3	1	HMS1	Motivate High Density Stacker-Sled Base-Set/4	\$354.80	\$354.80
				.N	Arm: No Arm		
				.PT	Platinum		
				.PLAT	Platinum Metallic		
	133	S1	2	HLSL2036SC	high storage cab: 20x36x29.5	\$386.00	\$772.00
				\$(L1STD)	Grd L1 Standard Laminates		
				.C	LAM: Harvest		
				\$(L1STD)	Grd L1 Standard Laminates		
				.C	LAM: Harvest		
				.T1	Clr: Platinum		
	134	T2	2	HCWTSBM29	29H Single Pedestal Medium	\$250.00	\$500.00

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Line #	Tag	Qty	Part Number	Part Description	Sell Price	Extended
			\$(P2)	P2 Paint Opts		
			.PR8	Silver Texture		
135	T2	2	HCWTSQR30G	30" Square Top w/ Flat Edge	\$123.60	\$247.20
			.N	No Grommet		
			\$(L1STD)	Grd L1 Standard Laminate		
			.C	LAM: Harvest		
			.C	EDGE: Harvest		
Subtotal:						\$1,874.00

Bridge Locker Rm

136	C5	1	HFLGANG	Flock Ganging Bracket	\$15.05	\$15.05
137	C5	2	HFLSO1	Flock Square Ottoman	\$318.80	\$637.60
			.TS	TaperedSq PR8 or P7A Frm		
			\$(1)	Gr 1 UPH		
			.UR	Contourett		
			10	COLOR: Black		
			.PR8	Silver Texture		
138	S4	10	HSDLF651218LM	Contain 65Hx12Wx18D DbILckr Footed MtlFronts 2 Dr	\$637.84	\$6,378.40
			.SF	Contain Foot		
			T1	Platinum Metallic		
			.S	Square		
			PR6	Silver		
			\$(P3)	P3 Paint Opts		
			.P8S	Atom		
			\$(MATCH)	Match Case		
			.NA	Match Case		
			.L	Standard		
Subtotal:						\$7,031.05

Bridge Open Office

139	C2	6	HIWMM	Ignition 2 Task Mid-back, Ilira back	\$290.80	\$1,744.80
			.Y1	Syncho-Tilt W Seat Slider		
			.A	Arm: Height and Width Adj. Arm		
			.S	Black All-Surface Caster		
			.IM	4-Way Black		

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Line #	Tag	Qty	Part Number	Part Description	Sell Price	Extended
			\$(1)	Gr 1 UPH		
			.CU	Centurion		
			10	COLOR: Black		
			.BL	Black Adjustable Lumbar		
			.SB	Base: Standard Base		
			.T	Frame: Black		
	140	S2	2	HNL243665SC 36x24x64-3/4 Storage Cabinet with doors	\$893.20	\$1,786.40
			.C	Canopy/Satin		
			\$(L1STD)	Grd L1 Standard Laminates		
			.C	LAM: Harvest		
			\$(L1STD)	Grd L1 Standard Laminates		
			.C	LAM: Harvest		
	141	S3	1	HNL1530BK5 30x14-1/4x65 Bookcase 5-shelf	\$346.80	\$346.80
			.G	Smooth, Flat		
			C	Harvest		
			\$(L1STD)	Grd L1 Standard Laminates		
			.C	LAM: Harvest		
			\$(L1STD)	Grd L1 Standard Laminates		
			.C	LAM: Harvest		
	142	WS2	2	HBCSR1542P Systems Raised Straight Countertops 42Wx15D Edgeband	\$87.90	\$175.80
			\$(L1STD)	Grd L1 Standard Laminates		
			.C	LAM: Harvest		
			.C	EDGE: Harvest		
	143	WS2	1	HCTL241L Left-hand Cantilever 24"D	\$14.10	\$14.10
			\$(P1)	Select P1 Paint		
			.LOFT	Loft		
	144	WS2	1	HCTL241R Right-hand Cantilever 24"D	\$14.10	\$14.10
			\$(P1)	Select P1 Paint		
			.LOFT	Loft		
	145	WS2	2	HEBPLATE342 Accelerate Base cover 3 knockout 42"W	\$23.70	\$47.40
			\$(P1)	Select P1 Paint		
			.LOFT	Loft		

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Line #	Tag	Qty	Part Number	Part Description	Sell Price	Extended
146	WS2	2	HEC42PLN	42.5H "L" Connector Post	\$35.10	\$70.20
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		
147	WS2	4	HEC65PLN	65H "L" Connector Post	\$45.30	\$181.20
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		
148	WS2	4	HECB42	Counter Top Bracket for 42.5H Panels	\$16.80	\$67.20
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		
149	WS2	6	HECSL	"L" Connector Strap	\$4.80	\$28.80
150	WS2	2	HEFEC42P	Panel Finished End Covers 42.5H	\$17.10	\$34.20
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		
151	WS2	2	HEFEC65P	Panel Finished End Covers 65H	\$20.40	\$40.80
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		
152	WS2	2	HES3042G	Clear Glass Stacker 30H x 42W	\$255.00	\$510.00
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		
			.Q	Glass: Clear		
153	WS2	2	HETC24	Panel Top Cap 24"W	\$11.70	\$23.40
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		
154	WS2	4	HETC30	Panel Top Cap 30"W	\$14.40	\$57.60
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		

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Line #	Tag	Qty	Part Number	Part Description	Sell Price	Extended
155	WS2	4	HETC42	Panel Top Cap 42"W	\$19.20	\$76.80
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		
156	WS2	2	HETC48	Panel Top Cap 48"W	\$21.30	\$42.60
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		
157	WS2	2	HETP3542FP	Tackable Panel w/o TC 35H x 42W	\$103.50	\$207.00
			\$(A)	Gr A Fabric		
			.APN	FABRIC: Appoint		
			15	COLOR: Dune		
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		
158	WS2	2	HETP4230FP	Tackable Panel w/o TC 42.5H x 30W	\$101.10	\$202.20
			\$(A)	Gr A Fabric		
			.APN	FABRIC: Appoint		
			15	COLOR: Dune		
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		
159	WS2	2	HETP4242FP	Tackable Panel w/o TC 42.5H x 42W	\$116.40	\$232.80
			\$(A)	Gr A Fabric		
			.APN	FABRIC: Appoint		
			15	COLOR: Dune		
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		
160	WS2	2	HETP6524FP	Tackable Panel w/o TC 65H x 24W	\$116.10	\$232.20
			\$(A)	Gr A Fabric		
			.APN	FABRIC: Appoint		
			15	COLOR: Dune		
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		

Prepared For:
City of Pharr
Pharr

TX

Project #: TX22161_Rev1
Sales Rep: Delilah Espinoza/jv
Notes: Vizient: Hon #CE3388 (Bid Pricing) & Global #CE3374

5/17/2022

Pharr PD 2nd FL Reno & Bridge Substation Furniture | NO MONITOR ARMS

** PRELIMINARY / PLEASE FINALIZE FINISHES / SEE ACCOMPANYING SPEC SHEETS **

Line #	Tag	Qty	Part Number	Part Description	Sell Price	Extended
161	WS2	2	HETP6530FP	Tackable Panel w/o TC 65H x 30W	\$122.40	\$244.80
			\$(A)	Gr A Fabric		
			.APN	FABRIC: Appoint		
			15	COLOR: Dune		
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		
162	WS2	2	HETP6548FP	Tackable Panel w/o TC 65H x 48W	\$149.10	\$298.20
			\$(A)	Gr A Fabric		
			.APN	FABRIC: Appoint		
			15	COLOR: Dune		
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		
163	WS2	2	HEVHF22P	In-Line Variable Height Finishing Kit 22.5H	\$21.00	\$42.00
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		
164	WS2	2	HH871130	Electrical Pass-Thru Cable 30W 3-1 & 2-2 Systems	\$40.20	\$80.40
165	WS2	4	HH871142	Electrical Pass-Thru Cable 42W 3-1 & 2-2 Systems	\$42.60	\$170.40
166	WS2	2	HH871248	Electrical Power Harness 48W 3-1 & 2-2 Systems	\$67.50	\$135.00
167	WS2	2	HH871501	Duplex Receptacle Circuit 1 3-1 & 2-2 Systems	\$13.20	\$26.40
			.LOFT	PAINT: Loft		
168	WS2	2	HH871502	Duplex Receptacle Circuit 2 3-1 & 2-2 Systems	\$13.20	\$26.40
			.LOFT	PAINT: Loft		
169	WS2	2	HH871504	Duplex Receptacle Circuit 4 3-1 & 2-2 Systems	\$13.20	\$26.40
			.LOFT	PAINT: Loft		
170	WS2	2	HH879072	Base In-Feed Cable Base 3-1 & 2-2 Systems	\$71.40	\$142.80

Prepared For:
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5/17/2022

Pharr PD 2nd FL Reno & Bridge Substation Furniture | NO MONITOR ARMS

** PRELIMINARY / PLEASE FINALIZE FINISHES / SEE ACCOMPANYING SPEC SHEETS **

Line #	Tag	Qty	Part Number	Part Description	Sell Price	Extended
171	WS2	2	HHTADF3	Three-port Flex Mode faceplate	\$8.10	\$16.20
			.P	Color: Black		
172	WS2	2	HHTADJ5	AMP RJ45 CAT 5E Jack	\$12.90	\$25.80
			.P	Color: Black		
173	WS2	2	HHTADJ6	AMP RJ45 CAT 6 Jack	\$17.40	\$34.80
			.P	Color: Black		
174	WS2	2	HLSLZ5SC60	48"W External Stiffener	\$40.00	\$80.00
			.P	Color: Black		
175	WS2	2	HRVOH1548RM	Around Receding Door Overhead 48"W	\$264.60	\$529.20
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		
			.L	Lock: Lock		
176	WS2	2	HSCKTPS	Straight Connector Kit	\$6.00	\$12.00
			.X	No Option		
177	WS2	2	HSPSP281524FFM	28Hx15Wx24D Support Ped Plinth Mtl Front FF	\$248.40	\$496.80
			.BX	Recessed Plinth		
			.R	Radius		
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		
			\$(MATCH)	Match Case		
			.NA	Match Case		
			.L	Lock: Lock		
178	WS2	2	HSPSP281530BBFM	28Hx15Wx30D Support Ped Plinth Mtl Front BBF	\$261.90	\$523.80
			.BX	Recessed Plinth		
			.R	Radius		
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		
			\$(MATCH)	Match Case		

Prepared For:
City of Pharr
Pharr

TX

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5/17/2022

Pharr PD 2nd FL Reno & Bridge Substation Furniture | NO MONITOR ARMS

** PRELIMINARY / PLEASE FINALIZE FINISHES / SEE ACCOMPANYING SPEC SHEETS **

Line #	Tag	Qty	Part Number	Part Description	Sell Price	Extended
			.NA	Match Case		
			.L	Lock: Lock		
179	WS2	2	HWR2448P	Systems Rectangular Worksurface Edgeband 24D x 48W	\$126.00	\$252.00
			\$(L1STD)	Grd L1 Standard Laminates		
			.C	LAM: Harvest		
			.C	EDGE: Harvest		
			.LOFT	Grommet: Loft		
180	WS2	2	HWR3084P	30"D x 84"W Rectangular WS - Edgeband	\$249.30	\$498.60
			\$(L1STD)	Grd L1 Standard Laminates		
			.C	LAM: Harvest		
			.C	EDGE: Harvest		
			.LOFT	Grommet: Loft		
181	WS2	6	HWSB2	Worksurface Bracket Kit	\$14.70	\$88.20
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		
182	WS3	2	HH871260	Electrical Power Harness 60W 3-1 & 2-2 Systems	\$67.50	\$135.00
183	WS3	1	HH871501	Duplex Receptacle Circuit 1 3-1 & 2-2 Systems	\$13.20	\$13.20
			.TI	Titanium		
184	WS3	1	HH871502	Duplex Receptacle Circuit 2 3-1 & 2-2 Systems	\$13.20	\$13.20
			.TI	Titanium		
185	WS3	1	HH871503	Duplex Receptacle Circuit 3 3-1 System Only	\$13.20	\$13.20
			.TI	Titanium		
186	WS3	1	HH871504	Duplex Receptacle Circuit 4 3-1 & 2-2 Systems	\$13.20	\$13.20
			.TI	Titanium		
187	WS3	1	HMP144	4-Circuit Power In-Feed 144" Sealtight	\$103.80	\$103.80

Prepared For:
City of Pharr
Pharr

TX

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5/17/2022

Pharr PD 2nd FL Reno & Bridge Substation Furniture | NO MONITOR ARMS

**** PRELIMINARY / PLEASE FINALIZE FINISHES / SEE ACCOMPANYING SPEC SHEETS ****

Line #	Tag	Qty	Part Number	Part Description	Sell Price	Extended
188	WS3	2	HMPCFS6013	60"Wx13"H shared fabric screen	\$228.30	\$456.60
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		
			\$(A)	Grd A Fab		
			.APN	FABRIC: Appoint		
			17	COLOR: Dark Pewter		
189	WS3	2	HMPDFS2413	24"Dx13"H fabric side screens	\$139.75	\$279.50
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		
			\$(A)	Grd A Fab		
			.APN	FABRIC: Appoint		
			17	COLOR: Dark Pewter		
190	WS3	1	HMPEL4828	Double Depth U-leg (box of 2)	\$379.96	\$379.96
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		
191	WS3	1	HMPSL4828	Double Depth Shared U-leg (singles)	\$156.49	\$156.49
			\$(P1)	P1 Paint Opts		
			.LOFT	Loft		
192	WS3	2	HMPTROUGH60	60"W shared Trough	\$145.87	\$291.74
193	WS3	2	HMPUB260	60"W Support Beams (box of 2)	\$212.52	\$425.04
194	WS3	1	HMPVWM28	Vertebrae	\$69.60	\$69.60
195	WS3	4	HWR2460PN	Systems Rectangular Wksfc Edgeband 24D x 60W No Grom	\$148.80	\$595.20
			.X	Clear		
			\$(L1STD)	Grd L1 Standard Laminates		
			.C	LAM: Harvest		
			.C	EDGE: Harvest		

Subtotal: \$12,832.33

Bridge Private Office 1 & 2

Prepared For:
City of Pharr
Pharr

TX

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5/17/2022

Pharr PD 2nd FL Reno & Bridge Substation Furniture | NO MONITOR ARMS

** PRELIMINARY / PLEASE FINALIZE FINISHES / SEE ACCOMPANYING SPEC SHEETS **

Line #	Tag	Qty	Part Number	Part Description	Sell Price	Extended
 196	C1	2	HCG6	Ceres Guest/Multi purpose Four Leg Stacking	\$229.20	\$458.40
			.N	Arm: No Arm		
			.E	Option: Glide		
			.IM	4-Way Black		
			\$(1)	Gr 1 UPH		
			.CU	Centurion		
			10	COLOR: Black		
			.PLAT	Textured Platinum Metallic		
 197	C2	2	HIWMM	Ignition 2 Task Mid-back, ilira back	\$290.80	\$581.60
			.Y1	Syncho-Tilt W Seat Slider		
			.A	Arm: Height and Width Adj. Arm		
			.S	Black All-Surface Caster		
			.IM	4-Way Black		
			\$(1)	Gr 1 UPH		
			.CU	Centurion		
			10	COLOR: Black		
			.BL	Black Adjustable Lumbar		
			.SB	Base: Standard Base		
			.T	Frame: Black		
 198	D2	2	H105299	10500 Series 36Wx24Dx66-5/8H Stg Cab-Full-width Shelves	\$850.40	\$1,700.80
			\$(L1STD)	Grd L1 Standard Laminates		
			.C	LAM: Harvest		
			C	LAM: Harvest		
 199	D2	1	H105301R	10500 Series Personal Wardrobe/Strg Cab 24W 24D 66-5/8"H	\$855.60	\$855.60
			\$(L1STD)	Grd L1 Standard Laminates		
			.C	LAM: Harvest		
			C	LAM: Harvest		
 200	D2	1	H105302L	10500 Series Personal Wardrobe/Strg Cab 24W 24D 66-5/8"H	\$855.60	\$855.60
			\$(L1STD)	Grd L1 Standard Laminates		
			.C	LAM: Harvest		
			C	LAM: Harvest		
201	D2	2	H105327	10500 Series Stack on Storage 78"W for 78D Workstations	\$457.60	\$915.20

Prepared For:
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Pharr

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5/17/2022

Pharr PD 2nd FL Reno & Bridge Substation Furniture | NO MONITOR ARMS

** PRELIMINARY / PLEASE FINALIZE FINISHES / SEE ACCOMPANYING SPEC SHEETS **

Line #	Tag	Qty	Part Number	Part Description	Sell Price	Extended
			\$(L1STD)	Grd L1 Standard Laminates		
			.C	LAM: Harvest		
			C	LAM: Harvest		
202	D2	2	H105857	10500 Series Back enclosure for 78"W Stack on Storage	\$103.60	\$207.20
			\$(L1STD)	Grd L1 Standard Laminates		
			.C	LAM: Harvest		
203	D2	2	H105896L	10500 Series 72Wx36Dx29-1/2H SglPedDskLH B/B/F RectTop	\$544.40	\$1,088.80
			\$(L1STD)	Grd L1 Standard Laminates		
			.C	LAM: Harvest		
			C	LAM: Harvest		
204	D2	2	H105905R	10500 Series 48Wx24Dx29-1/2H Return Rt File/File Ped	\$384.80	\$769.60
			\$(L1STD)	Grd L1 Standard Laminates		
			.C	LAM: Harvest		
			C	LAM: Harvest		
205	D2	2	H90057	10500 Series Tckbd for 78"W Stack on Strg Bck Enclosure	\$126.80	\$253.60
			\$(A)	Gr A Fab		
			.APN	FABRIC: Appoint		
			17	COLOR: Dark Pewter		
206	D2	8	HLINEARC2	Field Install Dwr/Dr Kit-Linear Mat Chrome 2pack	\$22.80	\$182.40
207	D2	2	HLINEARC3	Field Install Dwr/Dr Kit-Linear Mat Chrome 3pack	\$26.00	\$52.00
					Subtotal:	\$7,920.80
Freight						
208		1	Freight	Global Minimum Order Freight Charge	\$100.90	\$100.90
					Subtotal:	\$100.90
Services						
209		1	INSTALL	RECEIVE, DELIVER, INSTALL FURNITURE AND REMOVE TRASH DURING NORMAL BUSINESS HOURS, MONDAY-FRIDAY. FREIGHT/PASSENGER ELEVATOR WILL BE	\$19,960.00	\$19,960.00

Prepared For:
City of Pharr
Pharr

TX

Project #: **TX22161_Rev1**
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Notes: Vizient: Hon #CE3388 (Bid Pricing) & Global #CE3374

5/17/2022

Pharr PD 2nd FL Reno & Bridge Substation Furniture | NO MONITOR ARMS

**** PRELIMINARY / PLEASE FINALIZE FINISHES / SEE ACCOMPANYING SPEC SHEETS ****

Line #	Tag	Qty	Part Number	Part Description	Sell Price	Extended
				USED. NO STAIR CARRY.		
				INCLUDES PROJECT MANAGEMENT.		
					Subtotal:	\$19,960.00
					Grand Total:	\$138,725.71

NOTES:

- DC INTERIORS WILL PROVIDE UP TO 30 DAYS OF FREE STORAGE AFTER RECEIPT OF ORDER. AFTER 30 DAYS CUSTOMER WILL BE CHARGED FOR STORAGE.
- DUE TO MARKET VOLATILITY, QUOTES ARE VALID FOR 30 DAYS.

Pharr PD 2nd FL Reno & Bridge Substation City of Pharr

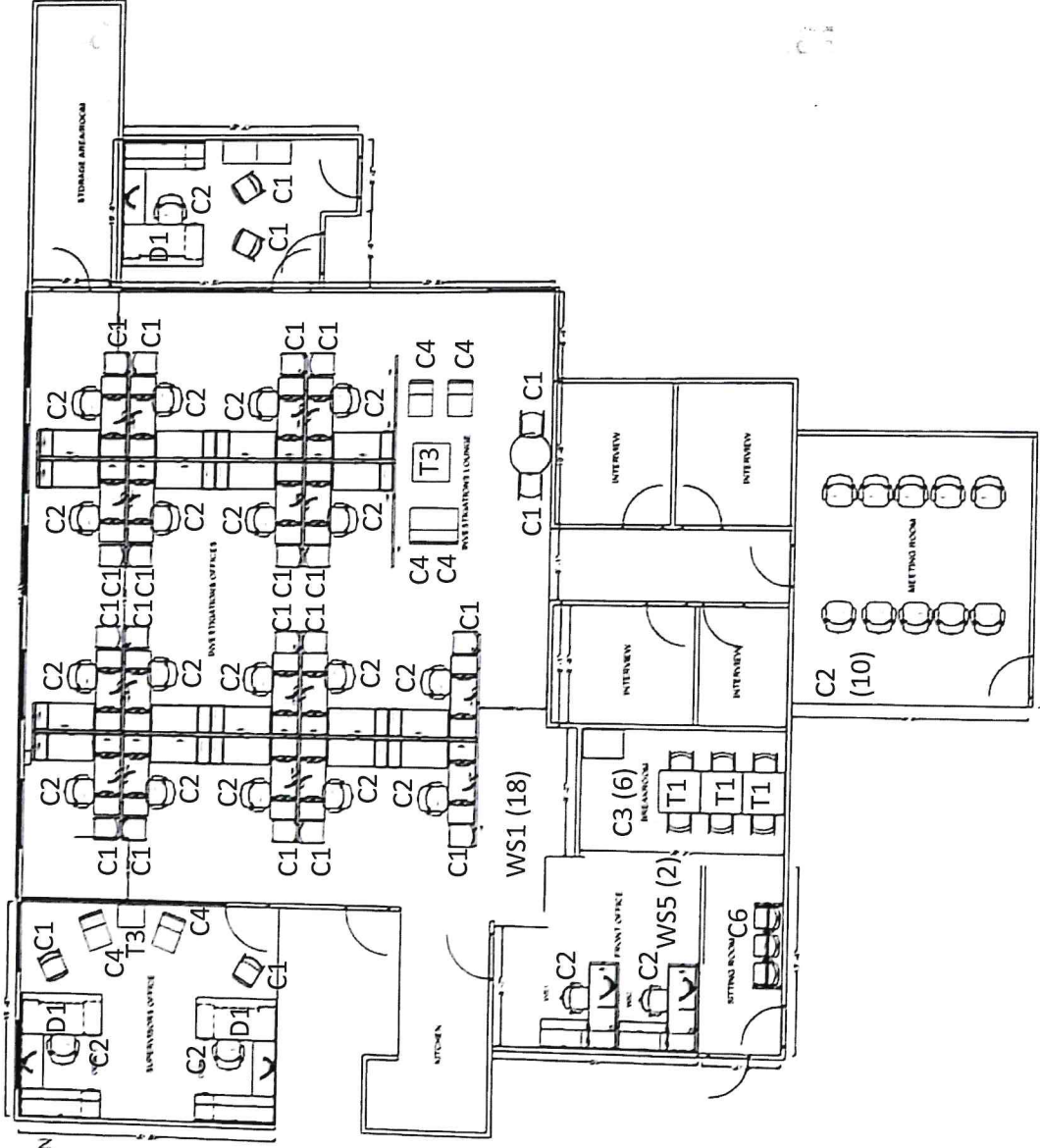
TX22161_Rev1

Product Specifications

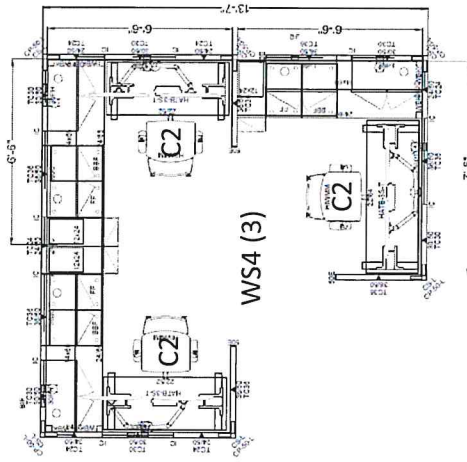
Pharr PD 2nd FL Reno & Bridge Substation

CITY OF PHARR

2ND FLOOR - OVERALL FLOOR PLAN



Criminal Investigation - Option 2



Due to variations in monitor settings, we cannot guarantee colors shown are an exact representation. Refer to actual samples for confirmation.

CITY OF PHARR
PO-BRIDGE OFFICE

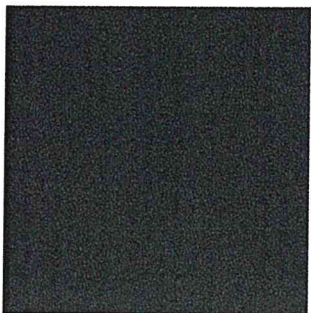


Pharr PD 2nd FL Reno & Bridge Substation

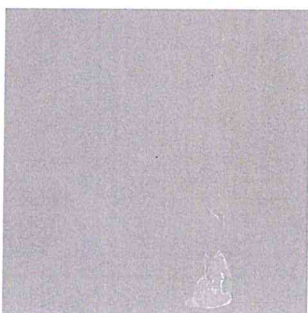
Item:	C1
Manufacturer:	Hon
Series:	Ceres
Model:	HCG6
Description:	Guest Chair, features: • Mesh Back, Upholstered Seat • Armless • Metal Four-Legged Frame • Standard Glides • Overall: 24.5" w x 25" d x 35" h • Seat: 20" w x 19.5" d x 18.75" h • Back: 17.5" w x 17" h • 300 lb. weight rating
Finish:	• Mesh: Black • Upholstery: Contourett (Vinyl) Black • Frame: Textured Platinum Metallic
Location:	2nd FL Investigations Office (20) 2nd FL LT Office (2) 2nd FL Supervisors (2) Bridge Private Offices (2 (1 each))
Quantity:	26



Contourett Black



Textured Platinum Metallic



Pharr PD 2nd FL Reno & Bridge Substation

Item:	C2
Manufacturer:	Hon
Series:	Ignition 2.0
Model:	HIWMM
Description:	Task Chair, features: • Mesh Back, Upholstered Seat • Height and Width Adjustable Arms • Synchro-Tilt with Seat Depth Adjustment • Pneumatic Height Adjustment • Adjustable Lumbar • All-Surface Casters • Overall: 27" w x 24" d x 43.75" h • Seat: 20" w x 17.5" d x 16.37" - 21.25" h • Back: 19" w x 23" h • 300 lb. weight rating
Finish:	• Mesh: Black • Upholstery: Centurion (Fabric) Black • Frame: Textured Platinum Metallic
Location:	2nd FL Meeting Room (10) 2nd FL Front Office (2) 2nd FL Investigations Office (18) 2nd FL LT Office (1) 2nd FL Supervisors (2) Criminal Investigating Opt 2 (3) Bridge Open Office (6) Bridge Private Offices (2 (1 each))
Quantity:	44



Centurion Black

Pharr PD 2nd FL Reno & Bridge Substation

Item:	C3
Manufacturer:	Hon
Series:	Motivate
Model:	HMS1
Description:	Stack Chair, features: • Poly One-Piece Seat and Back • Sled Base with Nylon Glides • Armless • Stacks 12-High on the Floor • Sold in Sets of 4 • Overall: 21" w x 23" d x 32.25" h • Seat: 17.75" w x 18.25" d x 17.75" h • Back: 17.25" w x 18" h • 300 lb. weight rating
Finish:	• Frame: Platinum Metallic • Poly: Surf – 2nd FL Break Room • Poly: Platinum – Bridge Breakroom
Location:	2nd FL Break Room (4) Bridge Break Room (4)
Quantity:	Surf: 1 set of 4 Platinum: 1 set of 4

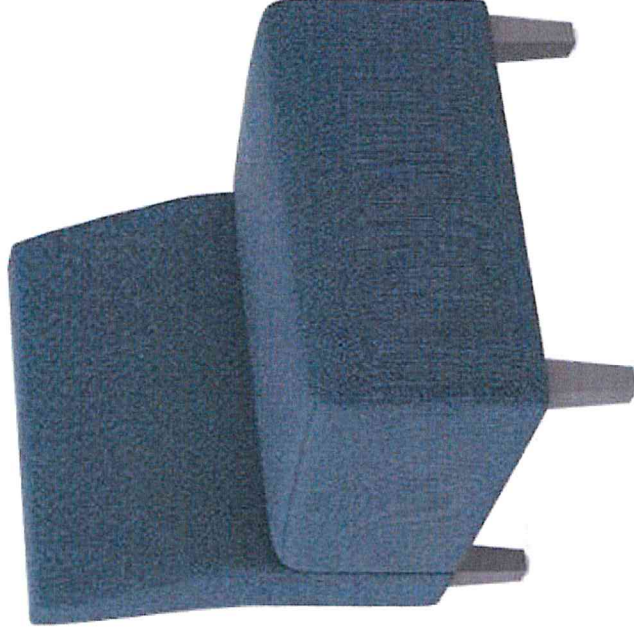


Surf Shell

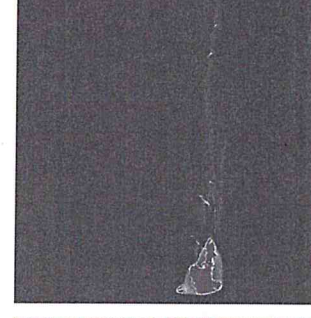
Platinum Shell

Pharr PD 2nd FL Reno & Bridge Substation

Item:	C4
Manufacturer:	Hon
Series:	Flock
Model:	HFLMC1
Description:	Modular Lounge Chair, features: • Upholstered Seat and Back • Armless • Metal Feet • Overall: 25" w x 28.5" d x 28" h • Seat: 25" w x 20.5" d x 17" h • Back: 25" w x 18.5" h • 300 lb. weight rating
Finish:	• Upholstery: Hamilton Oxford • Leg Style: P7A Tapered Square • Leg Color: Textured Charcoal
Location:	2nd FL Investigative Office (4) 2nd FL Supervisor (2)
Quantity:	6



Hamilton Oxford

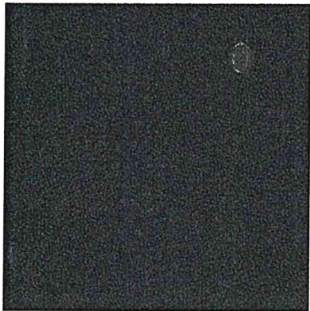
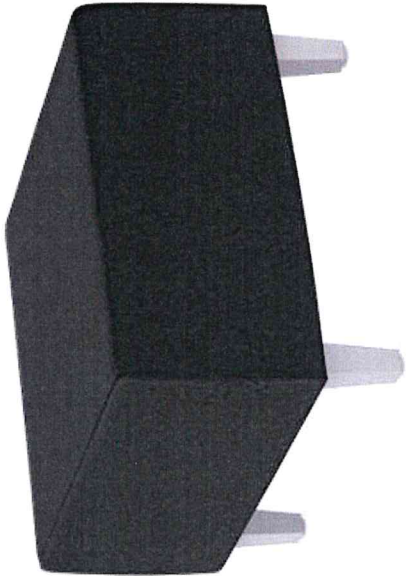


Texture Charcoal

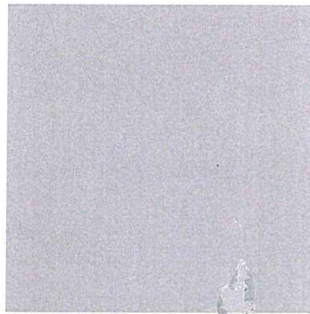
Due to variations in monitor settings, we cannot guarantee colors shown are an exact representation. Refer to actual samples for confirmation.

Pharr PD 2nd FL Reno & Bridge Substation

Item:	C5
Manufacturer:	Hon
Series:	Flock
Model:	HFLSO1
Description:	Ottoman, features: • Upholstered Seat • Metal Feet • Ganging Bracket included to gang 2 units together • Overall: 25" w x 25" d x 17" h • 300 lb. weight rating
Finish:	• Upholstery: Contourett (Vinyl) Black • Leg Style: P7A Tapered Square • Leg Color: Silver Texture
Location:	Bridge Locker Room (2)
Quantity:	2



Centurion Black



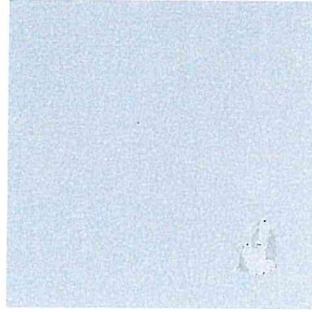
Silver Texture

Pharr PD 2nd FL Reno & Bridge Substation

Item:	C6
Manufacturer:	Global
Series:	Duet
Model:	6500S3 + 6693 + (2) 6692
Description:	Beam Seating Unit, features: • 3-Seat Beam • (2) Poly Chairs with Upholstered Seats with Arms • (1) Poly Chair with Upholstered Seat without Arms
Finish:	• Poly: Cloud • Upholstery: Vitality (Vinyl) Hot Spring • Beam Color: Beam is Black. "T" legs are in Chrome with Black anti-scuff tips.
Location:	2nd Floor Sitting Room (1 set)
Quantity:	1 set



Image does not necessarily show selected colors. Beam is standard in Black.



Cloud Poly

Vitality Hot Spring

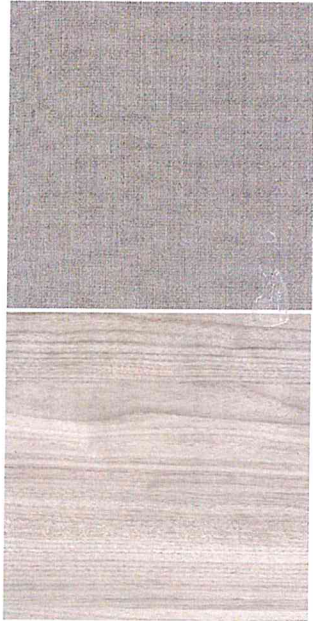
Due to variations in monitor settings, we cannot guarantee colors shown are an exact representation. Refer to actual samples for confirmation.

Pharr PD 2nd FL Reno & Bridge Substation

Item:	D1
Manufacturer:	Hon
Series:	10500
Model:	Multiple – See BOM
Description:	“U” Desk, features: • Laminate Construction • 36x72 Single Pedestal Desk with Left or Right Box/Box/File Pedestal • 24x47 Bridge • 24x72 Credenza with Left or Right File/File Pedestal • 72”w Hinged Door Hutch over Credenza with Tackboard and Task Light • Dual Monitor Arm on Bridge
Finish:	• Laminate: Kingswood Walnut • Added Pulls: Linear Mat Chrome • Tackboard: Appoint Nimbus
Location:	2 nd FL Supervisor (2: 1 Left-Handed and 1 Right-Handed) 2 nd FL LT Office (1 Right-Handed)
Quantity:	3



Shown in Supervisor Office Above and LT Office Below



Kingswood Walnut

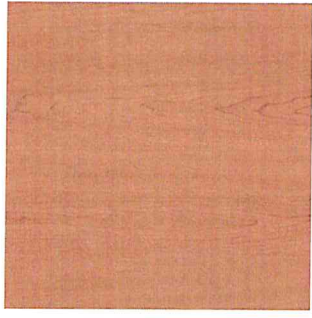
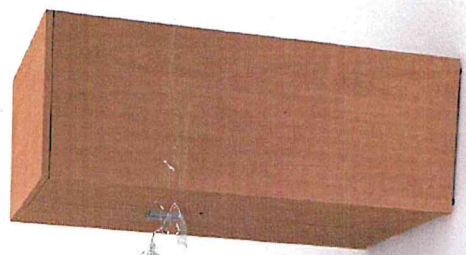
Appoint Nimbus

Due to variations in monitor settings, we cannot guarantee colors shown are an exact representation. Refer to actual samples for confirmation.

TX22161_Rev1

Pharr PD 2nd FL Reno & Bridge Substation

Item:	D2
Manufacturer:	Hon
Series:	10500
Model:	Multiple – See BOM
Description:	"L" Desk, features: - Laminate Construction 36x72 Single Pedestal Desk with Left 24x48 Right Return with File/File Pedestal 78" w Hinged Door Hutch over Credenza with Tackboard and Task Light - Dual Monitor Arm on Bridge (1) 36" w x 24" d x 66" h Double Door Cabinet with Shelves (1) 24x24x66" Combo Storage Cabinet
Finish:	Laminate: Harvest Added Pulls: Linear Mat Chrome Tackboard: Appoint Dark Pewter
Location:	Bridge Private Office 1 & 2 (2)
Quantity:	2



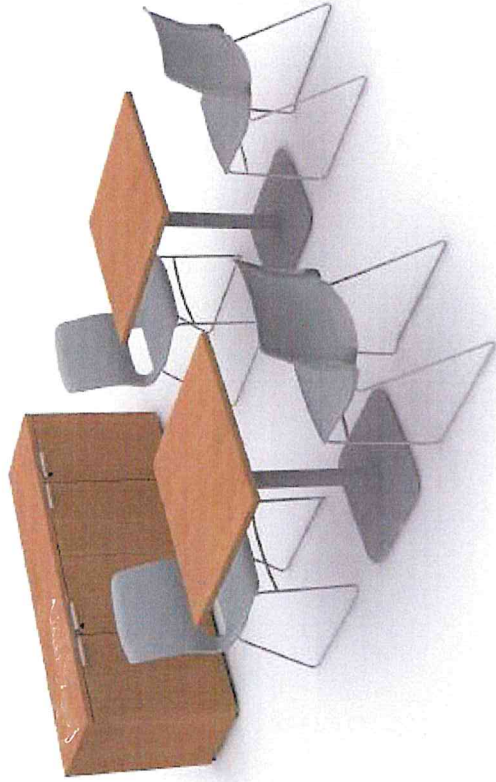
Harvest Laminate



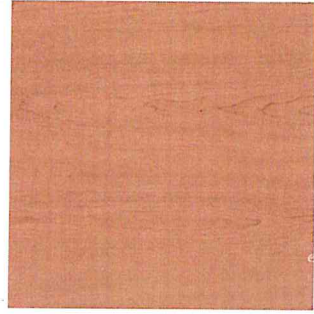
Appoint Dark Pewter

Pharr PD 2nd FL Reno & Bridge Substation

Item:	S1
Manufacturer:	Hon
Series:	Voi
Model:	HLSL2036SC
Description:	Storage Cabinet, features: - Laminate Construction 36" w x 20" d x 29.5" h - Locking double doors with interior shelf
Finish:	- Laminate: Harvest - Pull Color: Platinum
Location:	Bridge Breakroom (1)
Quantity:	1



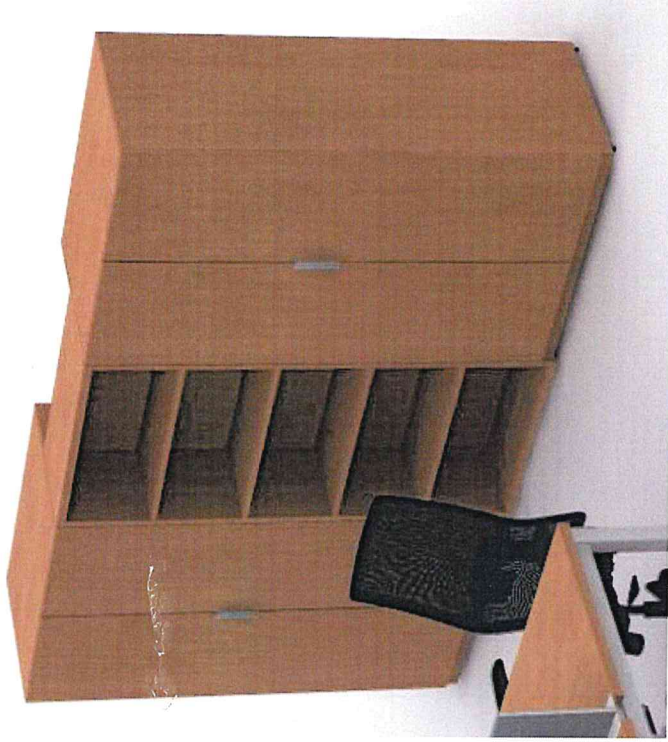
S1 storage shown with C3 chairs & T2 Tables



Harvest Laminate

Pharr PD 2nd FL Reno & Bridge Substation

Item:	S2
Manufacturer:	Hon
Series:	Concinnity
Model:	HNL243665SC
Description:	Storage Cabinet, features: • Laminated Construction • 36" w x 24" d x 64-3/4" h • Locking double doors • Four Adjustable Shelves
Finish:	• Laminate: Harvest • Pull Style/Color: Canopy/Satin
Location:	Bridge Open Office (2)
Quantity:	2



(2) S2 Storage shown with S3 Bookcase



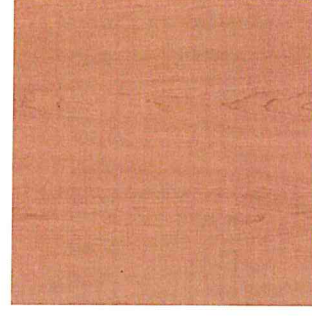
Harvest Laminate

Pharr PD 2nd FL Reno & Bridge Substation

Item:	S3
Manufacturer:	Hon
Series:	Concinnity
Model:	HNL1530BK5
Description:	Bookcase, features: - Laminate Construction 30" w x 14.25" d x 64-3/4" h - Five Levels, Four Adjustable Shelves
Finish:	Laminate: Harvest
Location:	Bridge Open Office (1)
Quantity:	1



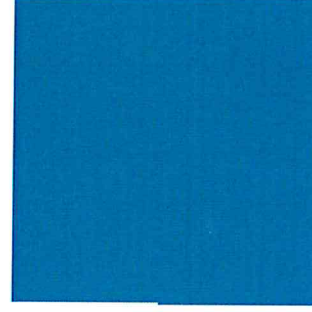
S3 Bookcase shown with S2 Storage Cabinets



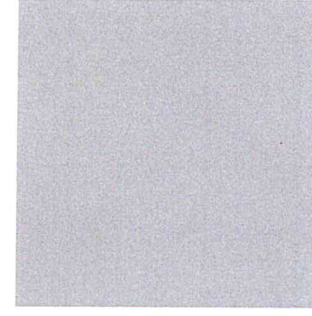
Harvest Laminate

Pharr PD 2nd FL Reno & Bridge Substation

Item:	S4
Manufacturer:	Hon
Series:	Contain
Model:	HSDLF651218LM
Description:	Locker, features: • Metal Construction with Feet • Two-Tier, Single Width • Left Hand Hinge • Two double coat hooks in each compartment • Standard Random Keyed Lock • Overall: 12" w x 18" d x 65" h
Finish:	• Paint: Atom • Feet: Platinum Metallic • Pull Style: Square • Pull Color: Silver
Location:	Bridge Locker Room (10 = 20 Openings)
Quantity:	10



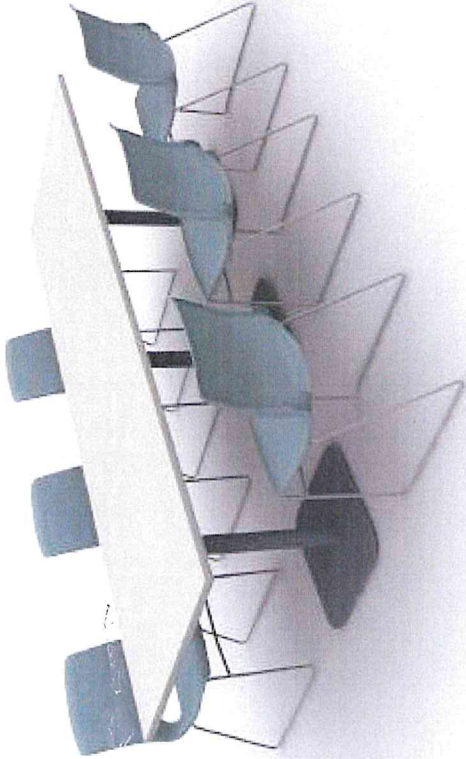
Atom Paint



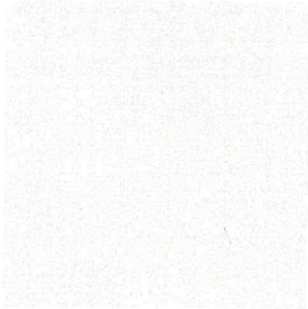
Platinum Metallic Feet

Pharr PD 2nd FL Reno & Bridge Substation

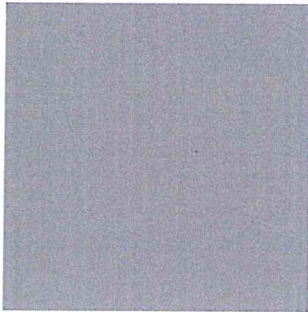
Item:	T1
Manufacturer:	Hon
Series:	Birk
Model:	HCWTSQR36G + HCWTSBM29
Description:	Table, features: • 36"x36" Laminate Square Top • Metal Pedestal Base
Finish:	• Laminate: Loft • Edge: Loft • Base: Textured Titanium
Location:	2nd FL Break Room (3)
Quantity:	3



(3) Tables shown with C3 chairs for 2nd FL Break Room



Loft Laminate/Edge



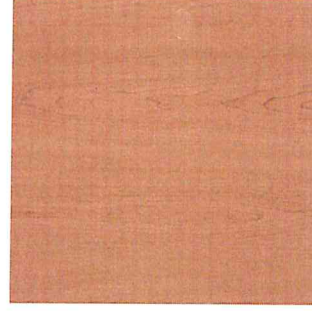
Textured Titanium Base

Pharr PD 2nd FL Reno & Bridge Substation

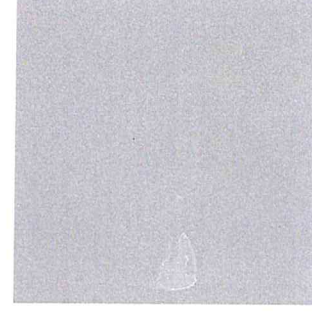
Item:	T2
Manufacturer:	Hon
Series:	Birk
Model:	HCWTSQR30G + HCWTSBM29
Description:	Table, features: • 30"x30" Laminate Square Top • Metal Pedestal Base
Finish:	• Laminate: Harvest • Edge: Harvest • Base: Silver Texture
Location:	Bridge Breakroom (2)
Quantity:	2



(2) Tables shown with C3 chairs & S1 Storage for Bridge Breakroom



Harvest Laminate/Edge



Silver Texture Base

Due to variations in monitor settings, we cannot guarantee colors shown are an exact representation. Refer to actual samples for confirmation.

Pharr PD 2nd FL Reno & Bridge Substation

Item:	T3
Manufacturer:	Hon
Series:	Flock
Model:	HFTLS24
Description:	Occasional Table, features: • 24"x24"x 17-1/8"H Cube Table with Laminate Top & Sides • Metal Feet
Finish:	• Laminate: Kingswood Walnut • Base: Textured Charcoal
Location:	2 nd FL Investigative Office (1) 2 nd FL Supervisor Office (1)
Quantity:	2

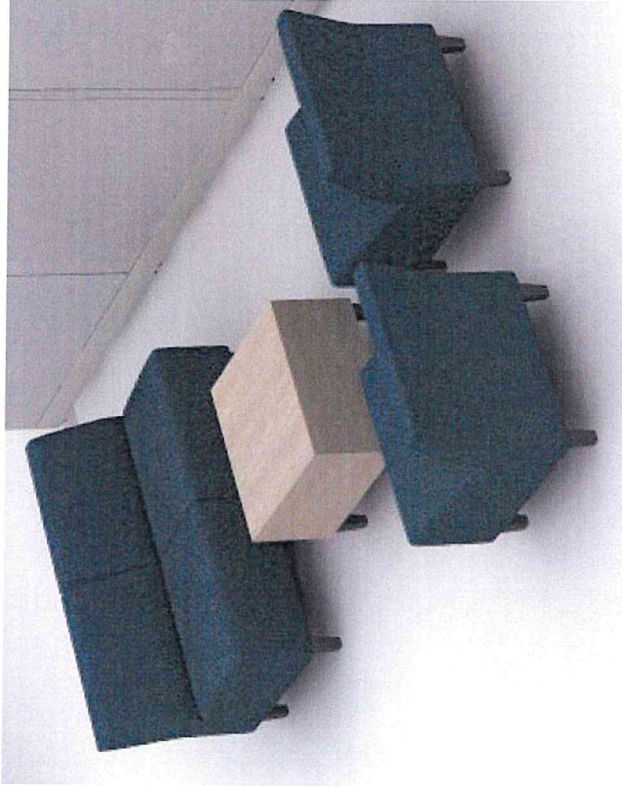
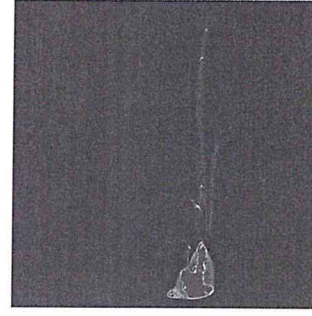


Table shown with C4 chairs



Kingswood Walnut



Texture Charcoal

Pharr PD 2nd FL Reno & Bridge Substation

Item:	T4
Manufacturer:	Hon
Series:	Birk
Model:	HCWTRND36G + HCWTSBM29
Description:	Table, features: • 36" Round Laminated Top • Metal Pedestal Base
Finish:	• Laminate: Kingswood Walnut • Base: Textured Titanium
Location:	2nd FL Investigative Office (1)
Quantity:	1

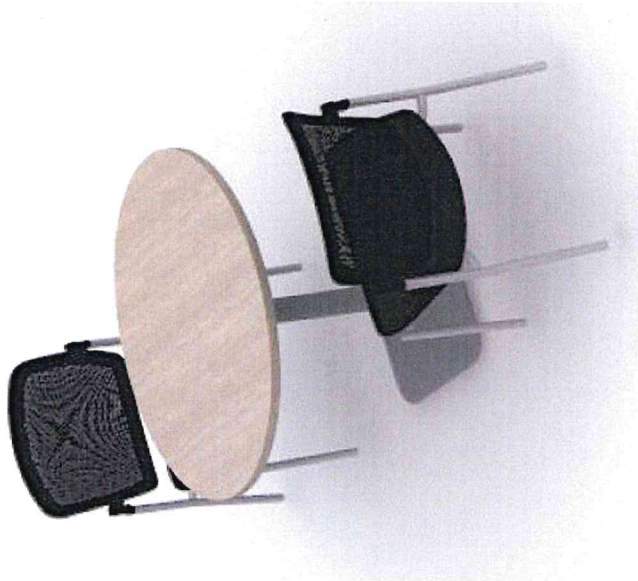
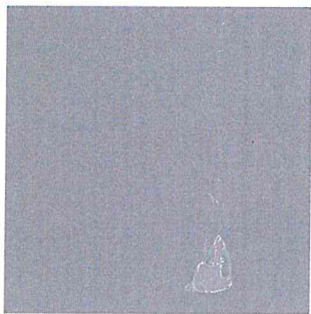


Table shown with C1 chairs



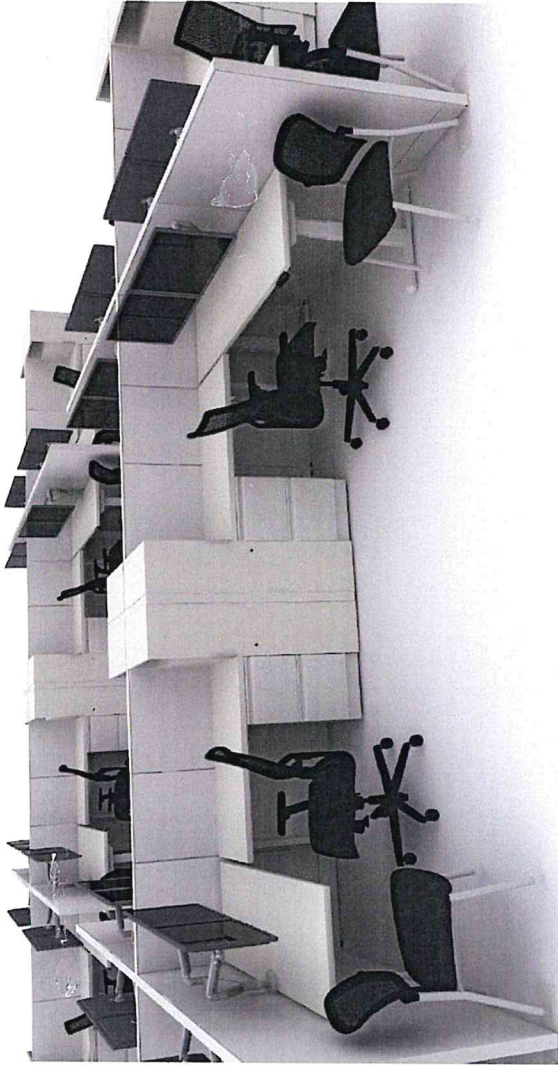
Kingswood Walnut



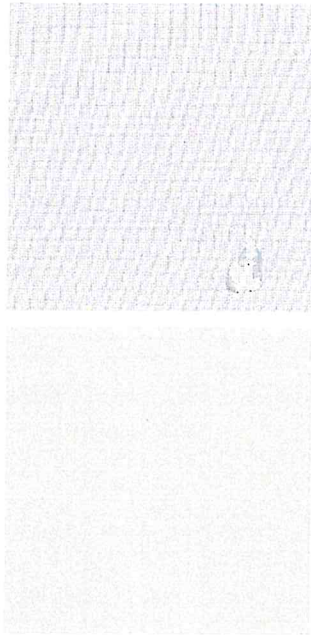
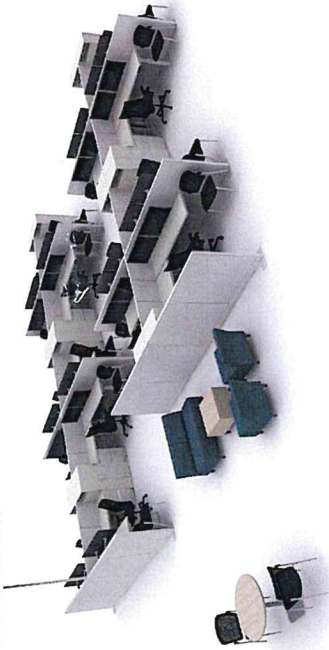
Textured Titanium Base

Pharr PD 2nd FL Reno & Bridge Substation

Item:	WS1
Manufacturer:	Hon
Series:	Accelerate
Model:	Multiple – See BOM
Description:	Workstation, features: • 8'w x 6'8"l x 66"H • Monolithic Panels • Power in Base, Refer to Last Pages for Details • 22x70 Laminate Surface with Electric Height Adjustable Base • 24x42 Laminate Return Surface with Metal File/File Pedestal • Laminate Side Access Storage Tower (12" w x 24" d) • Dual Monitor Arm
Finish:	• Laminate: Loft • Paint: Loft • Panel Fabric: Appoint Frost
Location:	2 nd FL Investigative Office (18)
Quantity:	18

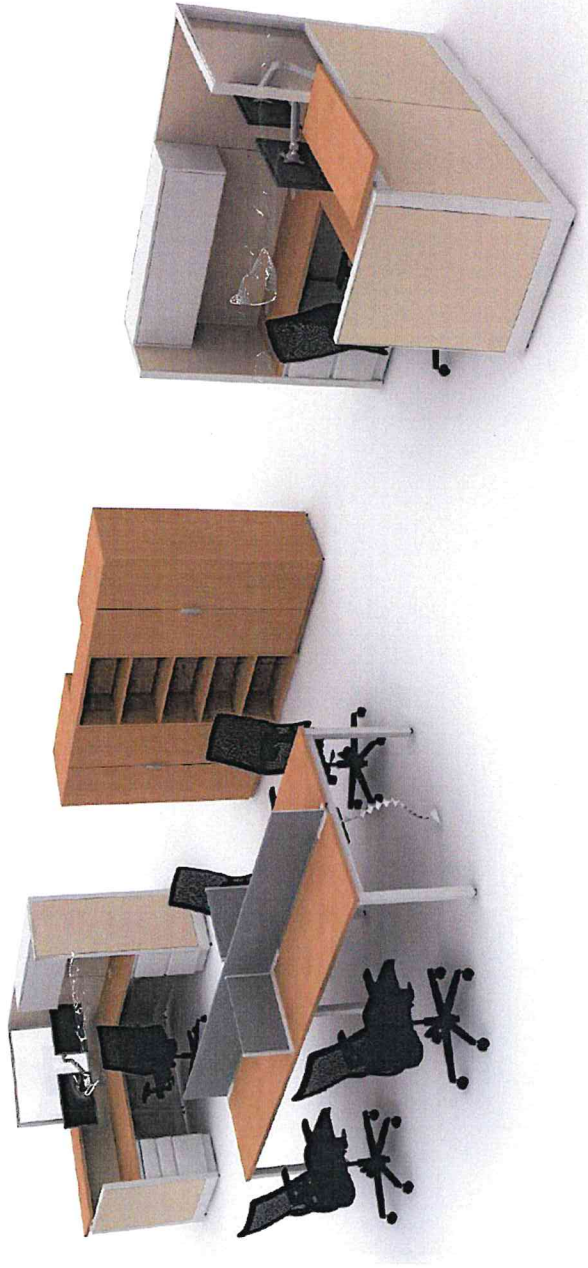


Two workstations shown. Overall room shown below.

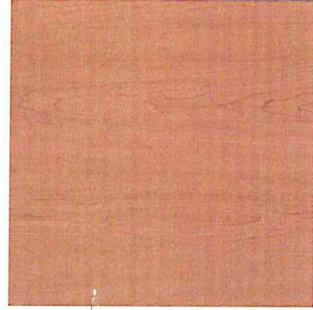


Pharr PD 2nd FL Reno & Bridge Substation

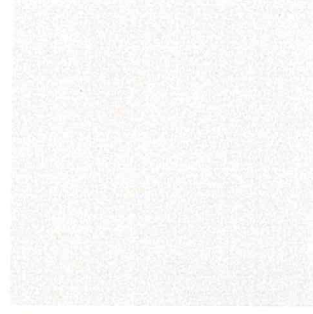
Item:	WS2
Manufacturer:	Hon
Series:	Accelerate
Model:	Multiple – See BOM
Description:	Workstation, features: • 7'w x 6.5' l x 66" & 42" H • Monolithic Panels • 30" w Glass Stacker next to Counter Top • Power in Base, Refer to Last Pages for Details • 30x84 Laminate Top with Metal Box/File Pedestal • 24x48 Laminate Return Surface with Metal File/File Pedestal • 42" w Laminate Counter Top • 48" w Metal Flipper Door with • Dual Monitor Arm
Finish:	• Laminate: Harvest • Paint: Loft • Panel Fabric: Appoint Dune • Glass: Clear
Location:	Bridge Open Office (2)
Quantity:	2



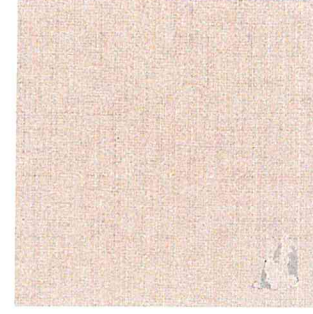
Two workstations shown in full room layout with WS3 benching system and storage units.



Harvest Laminate



Loft Paint

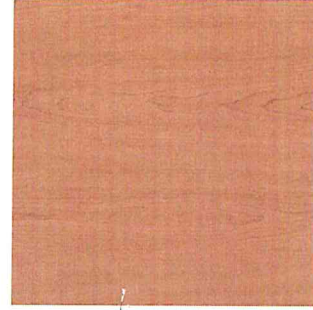
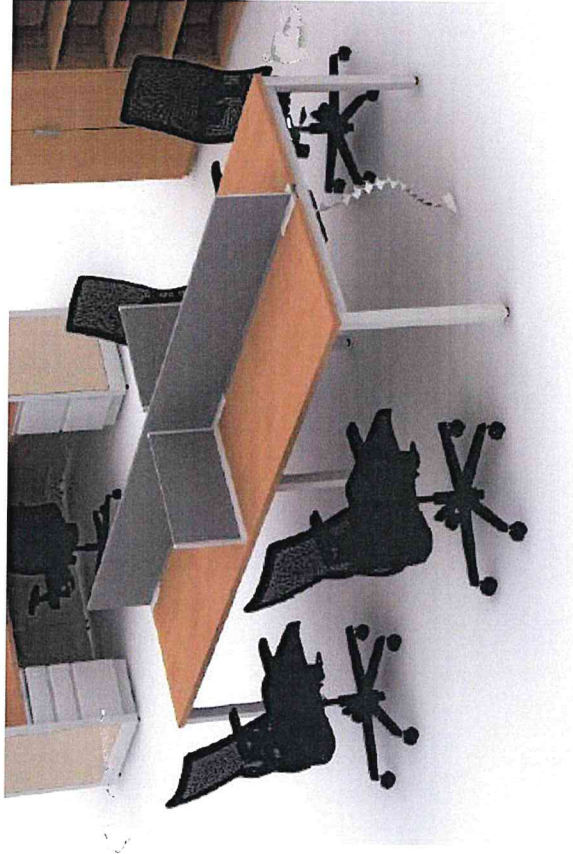


Appoint Dune Panel Fabric

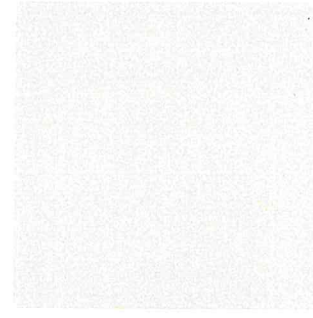
Due to variations in monitor settings, we cannot guarantee colors shown are an exact representation. Refer to actual samples for confirmation. TX22161_Rev1

Pharr PD 2nd FL Reno & Bridge Substation

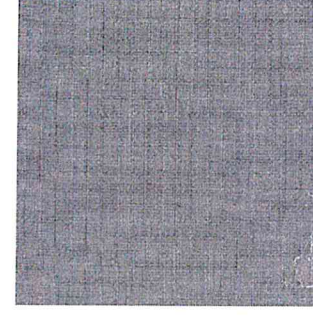
Item:	WS3
Manufacturer:	Hon
Series:	Empower
Model:	Multiple – See BOM
Description:	Benching Workstation Set, features: • 10'L x 4'-3"D Overall • (4) 24x60 Laminate Surfaces • Center Trough with Power & Data (refer to Empower Power Specs for Details) • (2) 60" w x 13" h Shared Fabric Screens • (2) 24" d x 13" h Fabric Side Screens • (2) Double Depth U-Legs • (1) Double Depth Shared Leg
Finish:	• Laminate: Harvest • Paint: Loft • Panel Fabric: Appoint Dark Pewter
Location:	Bridge Open Office (1 set)
Quantity:	1 set



Harvest Laminate



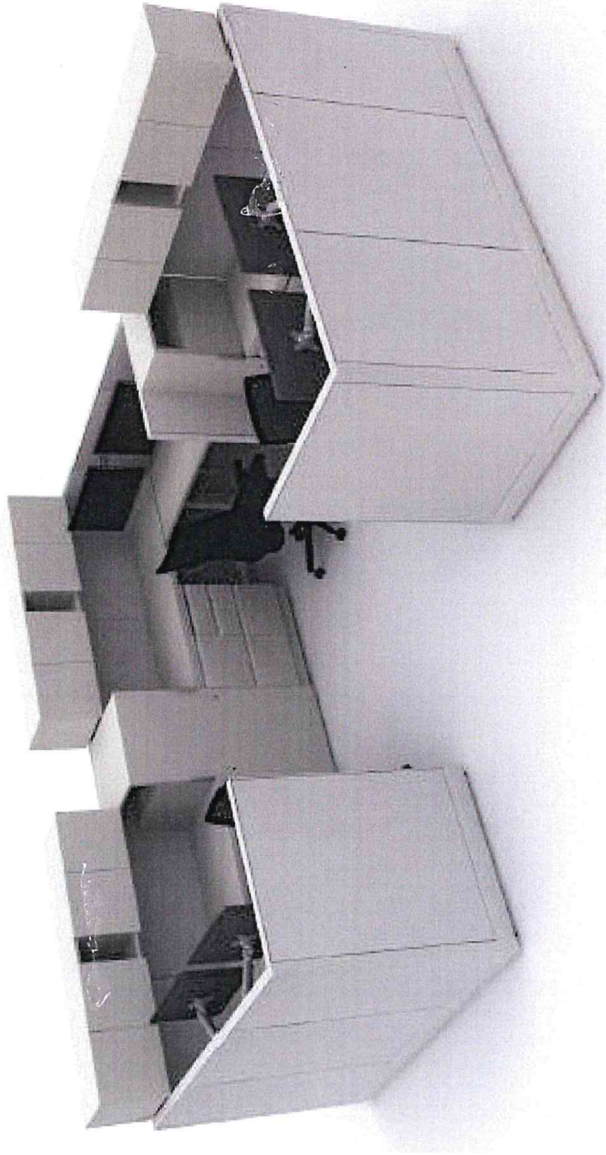
Loft Paint



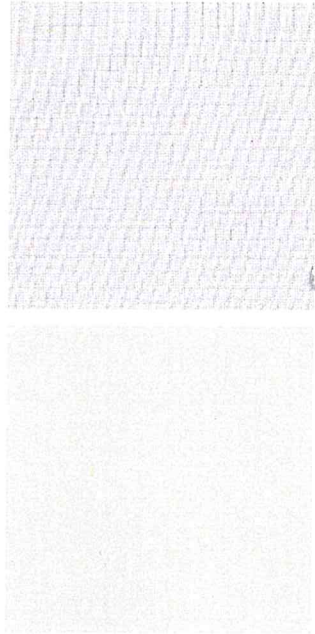
Appoint Dark Pewter

Pharr PD 2nd FL Reno & Bridge Substation

Item:	WS4
Manufacturer:	Hon
Series:	Accelerate
Model:	Multiple – See BOM
Description:	Workstation, features: • 66" w x 6'6"l x 50"H • Monolithic Panels • Power in Base, Refer to Last Pages for Details • 22x52 Laminate Surface with Electric Height Adjustable Base • 24x66 Laminate Return Surface with Metal File/File & Box/Box/File Pedestals • Laminate Side Access Storage Tower (12"w x 24"d) • 66"w Upmounted Hinged Door Hutch with Center Opening • Dual Monitor Arm
Finish:	• Laminate: Loft • Paint: Loft • Panel Fabric: Appoint Frost
Location:	Criminal Investigating Option 2 (3)
Quantity:	3



Room layout shown with (3) WS4 stations



Loft Laminate & Paint

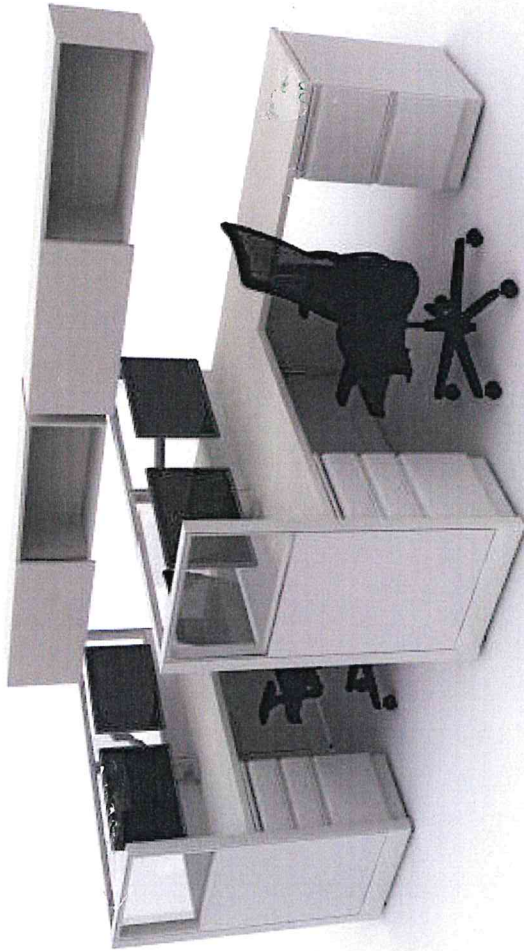
Appoint Frost Panel Fabric

Due to variations in monitor settings, we cannot guarantee colors shown are an exact representation. Refer to actual samples for confirmation.

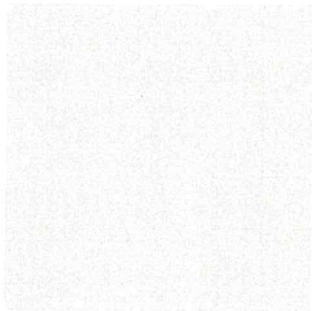
TX22161_Rev1

Pharr PD 2nd FL Reno & Bridge Substation

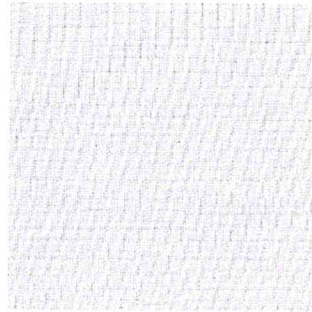
Item:	WS5
Manufacturer:	Hon
Series:	Accelerate
Model:	Multiple – See BOM
Description:	Workstation, features: • 5'6" w x 6'1 x 50"H • Monolithic Panels • Wall Mounted, Power/Data from Wall • Fabric to just above surfaces, Glass above • 24x72 and 24x42 Laminate Surfaces • Metal Box/Box/File and File/File Pedestals • Wall-Mounted Overheads (72"w) with Sliding Doors • Dual Monitor Arm
Finish:	• Laminate: Loft • Paint: Loft • Panel Fabric: Appoint Frost
Location:	Front Office (2)
Quantity:	2



Room layout shown with (2) WS5 stations



Loft Laminate & Paint



Appoint Frost Panel Fabric

Due to variations in monitor settings, we cannot guarantee colors shown are an exact representation. Refer to actual samples for confirmation.

Hon Accelerate Power Specifications

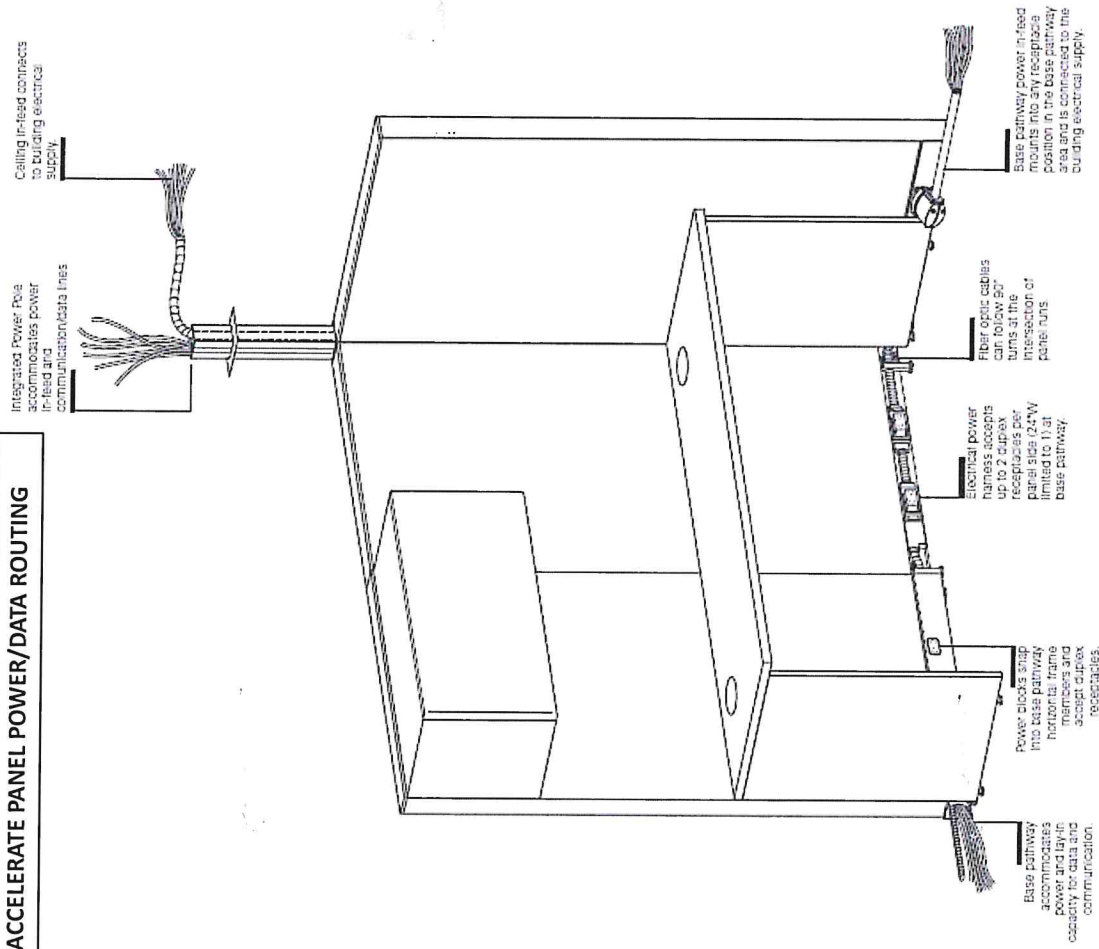
Electrical System Options

The four-circuit, eight-wire electrical system is widely specified and trusted by hundreds of thousands of end-users. This proven system delivers four circuits for every power in-feed in either a 3 + 1 or 2 + 2 configuration. The isolated/dedicated circuits are ideal for sensitive computing equipment, while the common circuits are suitable for faxes, copiers, task lights and other peripherals.

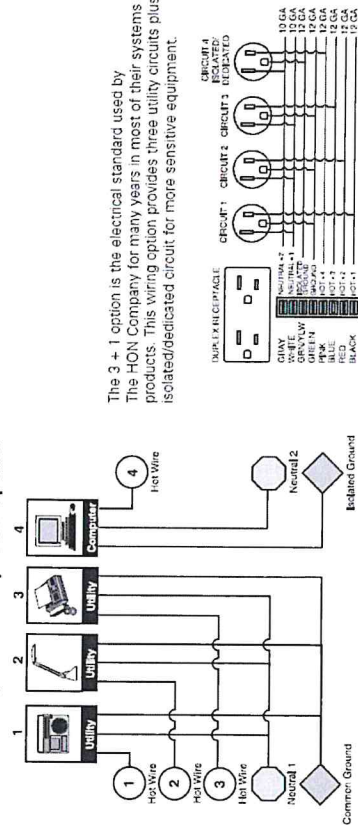
Both the 3 + 1 and 2 + 2 systems use the same pre-wired components, making it easy to adjust as electrical needs change.

You can also choose a three-circuit, eight-wire system that has a dedicated neutral for every hot circuit. The three-circuit components have model numbers with an "A" suffix and appear in a gray box in this pricer.

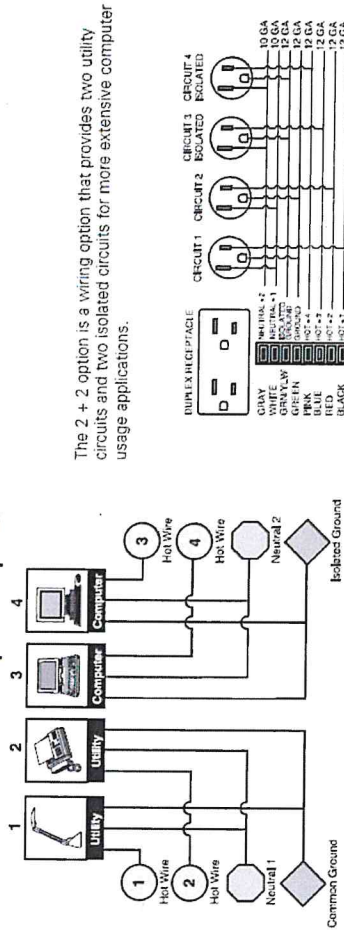
*** SEE NEXT PAGE FOR ELECTRICAL SYSTEMS OPTIONS
– CUSTOMER'S ELECTRICIAN TO ADVISE WHICH OPTION
THEY PREFER PRIOR TO ORDER ***



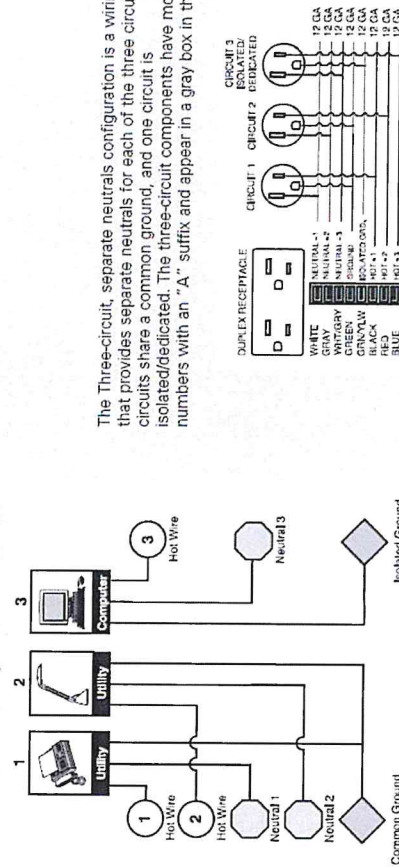
Four-circuit, 3 + 1 Receptacle Option



Four-circuit, 2 + 2 Receptacle Option



Three-circuit, separate neutrals



Pharr PD 2nd FL Reno & Bridge Substation

HON PANEL POWER DETAILS					
ITEM/TYPICAL	# Duplexes per Circuit/Line per Station				
	Circuit 1	Circuit 2	Circuit 3	Circuit 4	Total Duplexes per Station
WS1					2
WS2					3
WS4					2

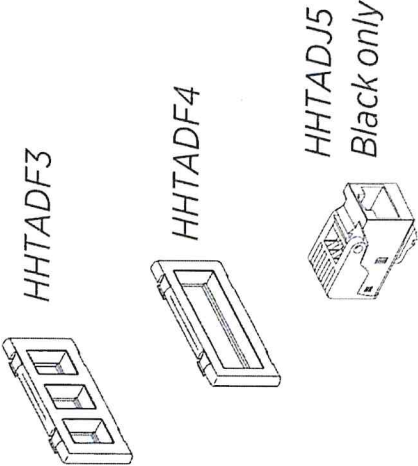
*** REFER TO PRIOR PAGE FOR WIRING OPTIONS. ONCE AN OPTION IS SELECTED THAT WIRING DIAGRAM WILL APPEAR HERE ***

*** CUSTOMER TO ADVISE NUMBER OF CIRCUITS PER STATION AND TOTAL NUMBER OF DUPLEX OUTLETS PER STATION. PRELIMINARY TOTAL DUPLEXES SHOWN ABOVE ARE THE MAX. NUMBER THAT CAN FIT BASED ON TYPICAL. ***

NOTES:

- WS1: Power from Ceiling unless otherwise noted. Power plan available upon award and after confirmation of customer's power needs.
- WS2: Base power infeed from wall.

HON PANEL DATA DETAILS				
ITEM/TYPICAL	Number & Type Port Plates & Data Jacks per Station			
	3-Port Flex-Mode Faceplate (HHTADF3)	4-Port Flex Mode Faceplate (HHTADF4)	Cat 5E Jack (HHTADJ5)	Cat 6 Jack (HHTADJ6)
WS1	1		1	1
WS2	1		1	1
WS4	1		1	1



** DATA FITS IN CENTER OF PANEL BASE WITH USE OF 3-HOLE BASE PLATE. LOCATION NOTED ON PLAN WITH SYMBOL **

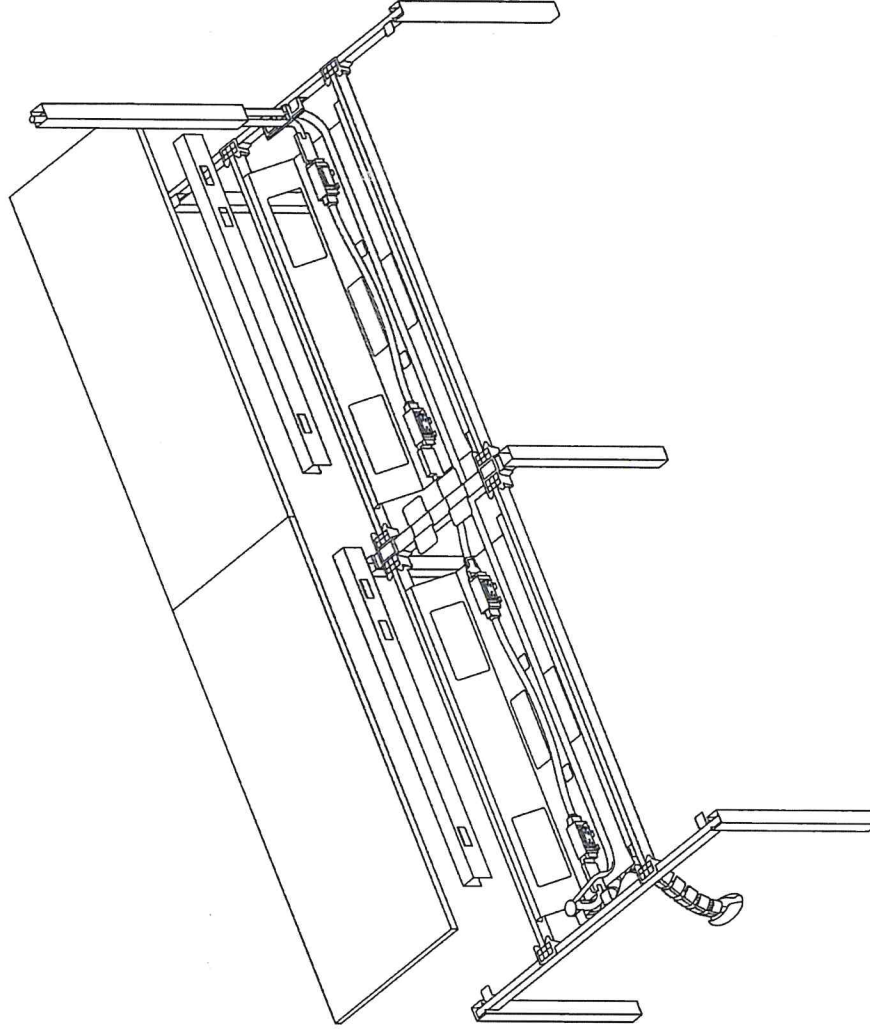
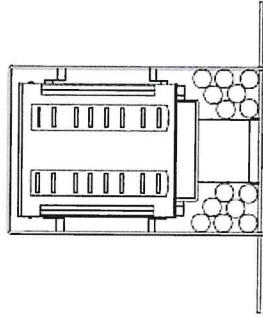
Hon Empower Power Specifications

Pharr PD 2nd FL Reno & Bridge Substation

HON EMPOWER PANEL POWER/DATA ROUTING

POWER RUNS UNDER THE SURFACE IN THE TROUGH.
SPACING BETWEEN DOUBLE-SIDED SURFACES ALLOW
EASY PLUG-IN TO POWER AND DATA.

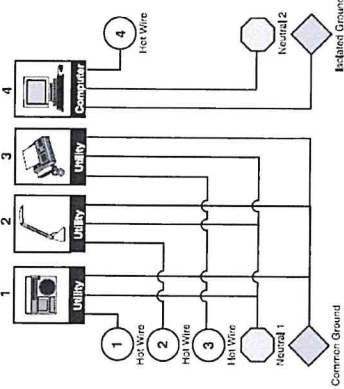
Data Cable Packing in Wire Trough Cover:
14 Cables, 0.250 Diameter (CAT-6)



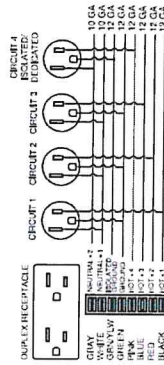
*** SEE NEXT PAGE FOR ELECTRICAL SYSTEMS OPTIONS
– CUSTOMER'S ELECTRICIAN TO ADVISE WHICH OPTION
THEY PREFER PRIOR TO ORDER ***

HON EMPOWER PANEL POWER OPTIONS

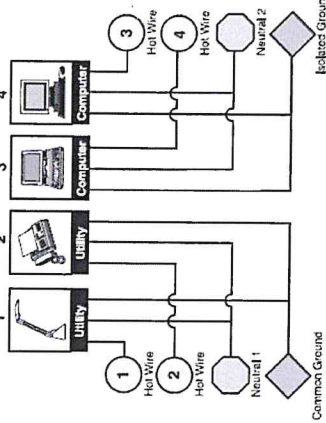
Four-circuit, 3 + 1 Receptacle Option



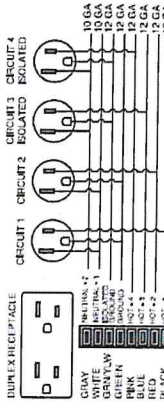
The 3 + 1 option is the electrical standard used by The HON Company for many years in most of their systems products. This wiring option provides three utility circuits plus an isolated/dedicated circuit for more sensitive equipment.



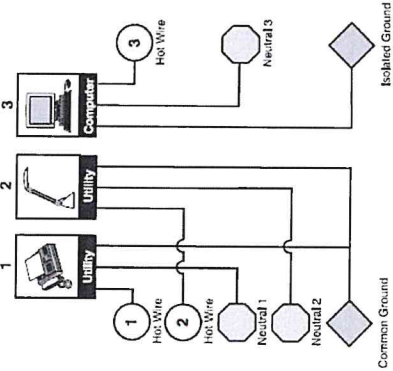
Four-circuit, 2 + 2 Receptacle Option



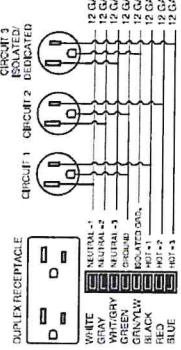
The 2 + 2 option is a wiring option that provides two utility circuits and two isolated circuits for more extensive computer usage applications.



Three-circuit, separate neutrals



The Three-circuit, separate neutrals configuration is a wiring option that provides separate neutrals for each of the three circuits. Two circuits share a common ground, and one circuit is isolated/dedicated. The three-circuit components have model numbers with an "A" suffix and appear in a gray box in this price.



Pharr PD 2nd FL Reno & Bridge Substation

HON PANEL POWER DETAILS					
ITEM/TYPICAL	# Duplexes per Circuit/Line per Station				
	Circuit 1	Circuit 2	Circuit 3	Circuit 4	Total Duplexes per Station
WS3					2

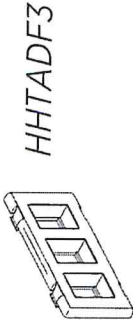
*** REFER TO PRIOR PAGE FOR WIRING OPTIONS. ONCE AN OPTION IS
SELECTED THAT WIRING DIAGRAM WILL APPEAR HERE ***

*** CUSTOMER TO ADVISE NUMBER OF CIRCUITS PER STATION AND TOTAL NUMBER OF DUPLEX OUTLETS PER STATION. PRELIMINARY
TOTAL DUPLEXES SHOWN ABOVE ARE THE MAX. NUMBER THAT CAN FIT BASED ON TYPICAL. ***

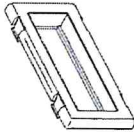
NOTES:

- WS3: Base power infeed from floor.

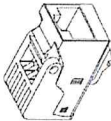
HON PANEL DATA DETAILS				
ITEM/TYPICAL	Number & Type Port Plates & Data Jacks per Station			
	3-Port Flex-Mode Faceplate (HHTADF3)	4-Port Flex Mode Faceplate (HHTADF4)	Cat 5E Jack (HHTADJ5)	Cat 6 Jack (HHTADJ6)
WS3	1		1	1



HHTADF3



HHTADF4



HHTADJ5
Black only



Pharr
Purchasing



**POLICE DEPARTMENT CRIME INVESTIGATION AND BRIDGE OFFICES FURNITURE
REQUEST FOR QUOTES**

Participating Vendors		Texas Wilson		DCInteriors	
		Monitor Arms included	No Monitor Arms	Monitor Arms included	No Monitor Arms
No.	Description	Price	Price	Price	Price
1	Crime Investigation and Bridge Office Furniture	\$139,537.05	\$130,554.62	\$126,964.71	\$118,765.71
2	Delivery and Installation Cost	\$15,656.50	\$15,656.50	\$19,960.00	\$19,960.00
Total project cost		\$155,193.55	\$146,211.12	\$146,924.71	\$138,725.71
RECOMMENDATION					
City of Pharr Police Department staff is recommending to award to the lowest bidder DCInteriors out of San Antonio, TX the purchase of the Crime Investigation and Bridge Offices furniture that meet the Department specifications					

From: [Juan F. Gonzalez](#)
To: [Ignacio Amezcua](#)
Subject: PD Furniture
Date: Monday, June 13, 2022 2:19:03 PM

Good Afternoon Ignacio,

After reviewing the furniture quotes submitted by Texas Wilson and DCInteriors I am recommending proceeding forward with the lower priced vendor DCInteriors for this project. If you have any questions, please feel free to contact me and thank you for your assistance...

Deputy Chief Johnny Gonzalez
Pharr Police Department
1900 S. Cage, Pharr, TX 78577
Office: (956) 402-4739/ Cell: (956) 467-7407



REQUEST FOR AVAILABILITY OF FUNDS

CONSTRUCTION ☐ PURCHASE ☒

PURCHASE & INSTALLATION ☐

DEPARTMENT SUBMITTING REQUEST:

SERVICE ☐ SUPPLY ☒

TYPE/PRINT NAME: Pharr Police Department

SIGNATURE: 

TITLE: Asst. Chief of Police

DEPARTMENT: Police

DATE: 06/14/2022

PROJECT NAME AND DESCRIPTION (indicate special funding requirements):

FY22 Police Furniture for Criminal Investigations & Bridge Substation

STATE/FEDERAL FUNDING (SPECIFY AGENCY(IES)):

STATE/FEDERAL GRANTS (SPECIFY AGENCY(IES)):

ACCOUNT NUMBER/PROJECT ID: 01-512-3301

ESTIMATED COST: \$138,725.00

ACCOUNT NUMBER/PROJECT ID:

ESTIMATED COST:

BUDGET INFORMATION:

BUDGETED ☒ NOT BUDGETED ☐

FUND NAME:

ACCOUNT NUMBER(S):

INCLUDE PROJ.ID(S):

AMOUNT:

FINANCE SIGNATURE:

TITLE: Karla Saavedra, Finance Director

DATE:



CITY MANAGER'S AUTHORIZATION TO SOLICIT BIDS:

APPROVED: ☐ SIGNATURE: _____

DATE: _____

DISAPPROVED: ☐ SIGNATURE: _____

DATE: _____



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.A.

DATE SUBMITTED: June 2, 2022

MEETING DATE: June 20, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Andrew Harvey

Agenda Item: Consideration and action, if any, on Interlocal Cooperation Contract between the City of Pharr and the Department of State Health Services for access to the Texas Electronic Registration Remote System (TxEver).

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: The City Clerk's Office/Vital Statistics Division wishes to enter into a contract with the Texas State Department of State Health Services to access the Texas Electronic Registration Remote System (TxEVER). Currently, the City issues birth certificates to persons who were born in Pharr only. This software will allow staff to access the state's vital statistics database to issue birth certificates for individuals who were born anywhere in Texas.

The City's Local Registrar would review applications for accuracy, completeness, and eligibility and would maintain compliance with state requirements. The contract length is 5 years.

Fiscal Consideration: The State fee is \$1.83 for each certificate of vital record printed out for searches of the data base. The City will charge the same base fee to its customers/applicants.

Staff Recommendation: Staff recommends approval.

Alternatives: Continue issuing vital records for Pharr only.

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Patricia Rigney
Jose Pena
Karla Saavedra
City Management Office

Created/Initiated - 6/2/2022
Approved - 6/3/2022
Approved - 6/14/2022
Approved - 6/15/2022
Final Approval - 6/17/2022

INTERLOCAL COOPERATION CONTRACT
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHSREV100002458

THE DEPARTMENT OF STATE HEALTH SERVICES (“DSHS” or “System Agency”) and City of Pharr, (“Local Government” or “Contractor”), each a “Party” and collectively the “Parties,” enter into the following contract to provide access to the Texas Electronic Registration Remote System (“TxEver”) for the purpose of issuing individual birth certificates services (the “Contract”) pursuant to the provisions of the “Interlocal Cooperation Act,” Chapter 791 of the Texas Government Code.

I. PARTIES

System Agency

Name: Department of State Health Services
Contract Management Section
Address: 1100 W 49th Street, MC 1990
City and Zip: Austin, TX 78756
Contact Person: Gretchen. Wells, Contract Manager
Telephone: (512)776-2679
E-Mail: Gretchen.wells@dshs.texas.gov
Agency Number: 357

Local Government

Name: City of Pharr
Local Registrar/Records Mange. Coordinator
Address: 118 S. Cage Blvd., 4th Floor
City and Zip: Pharr, TX 78577
Contact Person: Maritza Gutierrez
Telephone: (956-402-4100), Ext.1008
E-Mail: Maritza.Gutierrez@pharr-tx.gov
Agency Number: n/a

II. STATEMENT OF SERVICES TO BE PROVIDED

The Parties agree to cooperate to provide necessary and authorized services and resources in accordance with the terms of this Contract. Specific services provided are described in **Attachment A – Interlocal Statement of Work.**

III. CONTRACT PERIOD AND RENEWAL

The Contract is effective on the signature date of the latter of the Parties to sign this agreement and terminates on August 31, 2027, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. The Parties may extend this Contract subject to mutually agreeable terms and conditions.

IV. AMENDMENT

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

V. FEES AND PAYMENT FOR SERVICES

All fees associated, and payments made in connection with this Contract including the manner in which payments will be made are described in **Attachment A – Interlocal Statement of Work**

VI. LEGAL NOTICES

Legal Notices under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency

Department of State Health Services
Contract Management Section
1100 W 49th
Street, MC 1990
Austin, Texas 78756
Attention: General Counsel

Local Government

City of Pharr
City Attorney's Office
118 S. Cage Blvd.
Pharr, Texas 78577
956-402-4100
Attention: Patricia Rigney

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for receiving legal notice by notifying the other Party in writing.

VII. CERTIFICATIONS

The undersigned contracting Parties certify that:

- (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of state government;
- (2) each Party executing this Contract on its behalf has full power and authority to enter into this Contract.
- (3) the proposed arrangements serve the interest of efficient and economical administration of state government; and
- (4) the services contracted for are not required by Section 21, Article XVI of the Constitution of Texas to be supplied under a contract awarded to the lowest responsible bidder.

The System Agency further certifies that it has statutory authority to contract for the services described in this contract under Texas Health and Safety Code Chapter 191 and Texas Government Code Chapter 791.

The Local Government further certifies that it has statutory authority to contract for the services described in this contract under Texas Health and Safety Code Chapter 191 and Texas Government Code Chapter 791.

SIGNATURE PAGE FOLLOWS.

System Agency Contract No. **HHSREV100002458**

Page 2 of 4

SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. HHSREV100002458**DSHS****CITY OF PHARR**_____
Signature_____
Signature_____
Printed Name_____
Printed Name_____
Title_____
Title_____
Date_____
Date**THE FOLLOWING ATTACHMENTS TO DSHS CONTRACT NO.
HHSREV100002458 ARE HEREBY INCORPORATED BY REFERENCE:**

- **ATTACHMENT A: INTERLOCAL STATEMENT OF WORK.**
- **ATTACHMENT B: HHS UNIFORM TERMS AND CONDITIONS - GOVERNMENTAL ENTITY
VERSION 3.2 (MAY 2020).**
- **ATTACHMENT C: HHS CONTRACT AFFIRMATIONS V. 2.1 (OCT. 2021).**
- **ATTACHMENT D: HHS DATA USE AGREEMENT, GOVERNMENTAL ENTITY VERSION
8.5 (OCT. 23, 2019); and**
- **ATTACHMENT D-1: DATA USE AGREEMENT SECURITY AND PRIVACY INQUIRY
VERSION 2.1 (06/2018).**

ATTACHMENT A INTERLOCAL STATEMENT OF WORK

I. RESPONSIBILITIES OF THE PARTIES

- A.** Local Government may use the TxEver Remote System to search System Agency databases, locate data, and issue Certifications of Birth to authorized individuals requesting such data. The certifications will be in a format formally approved by System Agency. Local Government will take reasonable efforts to ensure use of the TxEver Remote System is not abused by its staff. Abuse of the access to confidential information in the TxEver Remote System may be cause for termination of this Contract in accordance with Section II.Q.
- B.** System Agency agrees to provide on-line computer services related to Local Government's use of the TxEver Remote System, available from 7:00 a.m. to 6:00 p.m. (CST) Monday through Friday, except holidays. In the event of an emergency or computer application error, System Agency may temporarily suspend services without advance notice.
- C.** Local Government will acquire the necessary data processing equipment, communications, hardware or software, and purchase "bank note" paper, as specified by System Agency. System Agency will provide online assistance in connection of the equipment, furnish the software program and provide technical assistance, if necessary.
- D.** Local Government acknowledges that records may not be located or records which are located may have errors due to:
 - 1.** Normal key-entry errors in spellings;
 - 2.** Accidental failure on the part of the System Agency to update a file for an amendment or paternity determination; and/or
 - 3.** The even year does not exist in the system.
- E.** Local Government shall provide System Agency written notification of errors or suspected errors that exist in the database information at no less than monthly intervals.
- F.** Local Government shall maintain inventory control and account for each document produced on "bank note" paper, including voided documents.
- G.** Local Government will issue Certificates of Birth utilizing remote access to the System Agency system in conformance with Health and Safety Code Chapters 191, 192 and 195, as well as 25 Tex. Admin. Code Chapter 181.
- H.** The Parties are required to comply with all applicable state and federal laws relating to the privacy and confidentiality of this data and records, which includes Texas Government Code Section 552.115.
- I.** The Parties will use confidential records and information obtained under this Contract only for purposes as described in this Contract and as otherwise allowed by law.

II. PERFORMANCE MEASURES

The System Agency and Local Government will comply with following Contract Terms and Conditions:

- J. Governing Law.** Regarding all issues related to this Contract's formation, performance, interpretation, and any issues that may arise in any dispute between the parties, the Contract will be governed by and construed in accordance with the laws of the State of Texas.
- K. Confidentiality.** The Parties are required to comply with all applicable state and federal laws relating to the privacy and confidentiality of records that contain Personal Identifying Information (PII) or Personally Sensitive Information (PSI) or other information or records made confidential by law, including Tex. Bus. & Comm. Code Section 521.002. The attached Data Use Agreement (Attachment A) applies to this Contract.
- L. Exchange of Personal Identifying Information.** This Contract concerns personal identifying information. Except as prohibited by other law, Local Government and System Agency may exchange PII without consent, in accordance with Chapter 191 of the Health and Safety Code.
- M. Records Retention.** System Agency will retain records in accordance with DSHS State of Texas Records Retention Schedule at <http://www.dshs.texas.gov/records/schedules.shtm>, Department Rules and other applicable state and federal statutes and regulations governing medical, mental health, and substance abuse information.
- N. Severability.** If any provision of this Contract is construed to be illegal or invalid, the illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions will continue.
- O. Waiver.** Acceptance by either Party of partial performance or failure to complain of any action, non-action or default under this Contract will not constitute a waiver of either Party's rights under the Contract.
- P. Suspension of Services Under This Contract.** In the event of an emergency or information technology system failure, System Agency may temporarily suspend services without advance notice. Use of services for purposes inconsistent with applicable law may also result in a suspension of services.
- Q. Termination.**

 - 1. Convenience.** This Contract may be terminated by mutual agreement of the Parties. Either Party may terminate this Contract without cause by giving 30 days written notice of its intent to terminate to the non-terminating Party.

2. **Cause.** This Contract may be terminated for cause by either Party for breach or failure to perform an essential requirement of the Contract. Use of services for purposes inconsistent with applicable law may be cause for Contract termination.
3. **Notice of Termination.** Written notice may be sent by any method that provides verification of receipt, which will be calculated from the date of receipt by the non-terminating Party's Representative provided in Section VI of the Signature Document.
4. **Equitable Settlement.** At the end of the term of this Contract or termination as provided for in this Section, the Parties will equitably settle their respective accrued interests or obligations incurred prior to termination.

III. INVOICE AND PAYMENT

- A. **Fees.** Local Government agrees to pay System Agency **\$1.83** for each Certification of Vital Record printed as a result of searches of the database. Local Government agrees to charge the same base search fee for a birth certificate as System Agency. Additional fees may only be charged as authorized by Texas Health and Safety Code Chapter 191 and 25 Tex. Admin. Code Chapter 181.

DSH acknowledges that Local Government's payment obligations to System Agency are payable only from funds appropriated for the current fiscal year and currently available for the purpose of this Contract. Local Government shall provide System Agency with prompt notice of failure of Local Government to make adequate appropriation or a lack of current revenue for any given fiscal year.

- B. **Billing.** System Agency will send an itemized billing to Local Government on the 1st of every month for each Certification of Birth printed. This billing will be sent through the U.S. Postal Service to the Local Government at:

Name:	Maritza Gutierrez Coordinator
Office address:	City of Pharr 118 S. Cage Blvd., 4th Floor Pharr, TX 78577

Local Government will direct any billing inquiries either by phone to 512-776-7206 or email to vssbusinessservices@SystemAgency.texas.gov

- C. **Payment Method.** Local Government will remit payment to System Agency within thirty days after a billing is received by them. Payment by the Local Government will be considered made on the date postmarked.

Local Government will send payments to System Agency at:

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

Local Government will make payment to System Agency out of its current revenues.

ATTACHMENT A



TEXAS

Health and Human Services

Health and Human Services (HHS)

**Uniform Terms and Conditions -
Governmental Entity**

Version 3.2

Published and Effective - May 2020

Responsible Office: Chief Counsel

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“[Amendment](#)” means a written agreement, signed by the Parties, which documents changes to the Contract.

“[Contract](#)” means the Signature Document, these Uniform Terms and Conditions, along with any attachments, and any Amendments, purchase orders, and Work Orders that may be issued by the System Agency.

“[Deliverables](#)” means the goods, services, Work, and Work Product to be provided to System Agency under the Contract.

“[DSHS](#)” means the Department of State Health Services.

“[Effective Date](#)” means the date on which the Contract takes effect.

“[Federal Fiscal Year](#)” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“[GAAP](#)” means Generally Accepted Accounting Principles.

“[GASB](#)” means the Governmental Accounting Standards Board.

“[HHSC](#)” means the Health and Human Services Commission.

“[Health and Human Services](#)” or “[HHS](#)” includes HHSC and DSHS.

“[HUB](#)” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“[Intellectual Property Rights](#)” means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such rights may be evidenced by or embodied in:

- i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
- ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
- iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
- iv. domain name registrations; and
- v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

“[Local Government](#)” means a Texas governmental unit defined under and authorized to enter this contract by Texas Government Code, Chapter 791.

“[Parties](#)” means the System Agency and Performing Agency, collectively.

“[Party](#)” means either the System Agency or Performing Agency, individually.

“[Performing Agency](#)” means the State Agency or Local Government providing the goods or services defined in this Contract.

“[Receiving Agency](#)” means HHSC or DSHS, as applicable, Agency receiving the benefit of the goods or services provided under this Contract.

“[Signature Document](#)” means the document executed by both Parties that sets forth all the documents that constitute the Contract.

“[Solicitation](#)” means the document, if any, issued by the System Agency (including any published addenda, exhibits, and attachments) under which the goods or services provided under the Contract were initially requested, which is incorporated by reference for all purposes in its entirety.

“[Solicitation Response](#)” means Performing Agency’s full and complete response (including any attachments and addenda) to the Solicitation, which is incorporated by reference for all purposes in its entirety.

“[State Agency](#)” means a Texas “Agency” as defined under Texas Government Code, Chapter 771.

“[State Fiscal Year](#)” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“[State of Texas Textravel](#)” means the Texas Comptroller of Public Accounts’ state travel laws, rules, and policies.

“[System Agency](#)” means HHSC or DSHS, as applicable.

“[Third Party IP](#)” means the Intellectual Property Rights of any third party that is not a party to this Contract, and that is not a subcontractor.

“[Work](#)” means all services to be performed, goods to be delivered, and any appurtenant actions performed, and items produced, conceived, or developed, including Deliverables.

“[Work Order](#)” means an individually negotiated document that is executed by both Parties and which authorizes a Project, if any, in an indefinite quantity Contract.

“[Work Product](#)” means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the Deliverables, that are developed, produced, generated, or provided by Performing Agency in connection with Performing Agency’s performance of its duties under the Contract or through use of any funding provided under this Contract.

1.2 INTERPRETIVE PROVISIONS

- A. The meanings of defined terms include the singular and plural forms.
- B. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a

whole and not to any particular provision, section, attachment, or schedule of this Contract unless otherwise specified.

- C. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute, rule, or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, or supplementing the statute or regulation.
- D. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- E. All attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- F. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative.
- G. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- H. Time is of the essence in this Contract.

ARTICLE II. PAYMENT PROVISIONS

2.1 PAYMENT

Payment shall be made in accordance with Government Code, Chapter 771, Government Code, Chapter 791, or Government Code, Chapter 2251.051, as applicable.

2.2 ANCILLARY AND TRAVEL EXPENSES

- A. Except as otherwise provided in the Contract, no ancillary expenses incurred by the Performing Agency in connection with its provision of the services or Deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to costs associated with transportation, delivery, and insurance for each Deliverable.
- B. When the reimbursement of travel expenses is authorized by the Contract, all such expenses will be reimbursed in accordance with the rates set by the Texas Comptroller of Public Accounts’ *Textravel* accessible at the Texas Comptroller of Public Accounts website.

2.3 NO QUANTITY GUARANTEES

The System Agency makes no guarantee of volume or usage of Work under this Contract. All Work requested may be on an irregular and as needed basis throughout the Contract term.

2.4 TAXES

Purchases made for State of Texas use are exempt from the State Sales Tax and Federal Excise Tax. Performing Agency represents and warrants that it shall pay all taxes or similar amounts resulting from the Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Performing Agency or its employees. System Agency shall not be liable for any taxes resulting from the contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

The Contract is subject to termination or cancellation, without penalty to the System Agency, either in whole or in part, subject to the availability of state funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Performing Agency's delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Performing Agency for any damages that are caused or associated with such termination, or cancellation, and System Agency will not be required to give prior notice.

3.2 NO DEBT AGAINST THE STATE

This Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 DEBT AND DELINQUENCIES

Performing Agency agrees that any payments due under the Contract shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

3.4 REFUNDS AND OVERPAYMENTS

- A. At its sole discretion, the System Agency may:
 - i. withhold all or part of any payments to Performing Agency to offset overpayments, unallowable or ineligible costs made to the Performing Agency, or if any required financial status report(s) is not submitted by the due date(s); or,
 - ii. require Performing Agency to promptly refund or credit - within thirty (30) calendar days of written notice - any funds erroneously paid by System Agency which are not expressly authorized under the Contract.
- B. "Overpayments," as used in this Section, include payments:
 - i. made by the System Agency that exceed the maximum allowable rates;
 - ii. that are not allowed under applicable laws, rules, or regulations; or,
 - iii. that are otherwise inconsistent with this Contract, including any unapproved expenditures. Performing Agency understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Performing Agency further understands and agrees that reimbursement of such disallowed costs shall be paid by Performing Agency from funds which were not provided or otherwise made available to Performing Agency under this Contract.

ARTICLE IV. WARRANTY, AFFIRMATIONS, ASSURANCES, AND CERTIFICATIONS

4.1 WARRANTY

Performing Agency warrants that all Work under this Contract shall be completed in a manner consistent with standards under the terms of this Contract, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Contract; and all Deliverables shall be fit for ordinary use, of good quality, and with no material defects. If System Agency, in its sole discretion, determines Performing Agency has failed to complete Work timely or to perform satisfactorily under conditions required by this Contract, the System Agency may require Performing Agency, at its sole expense, to:

- i. Repair or replace all defective or damaged Work;
- ii. Refund any payment Performing Agency received from System Agency for all defective or damaged Work and, in conjunction therewith, require Performing Agency to accept the return of such Work; and,
- iii. Take necessary action to ensure that Performing Agency's future performance and Work conform to the Contract requirements.

4.2 CONTRACT AFFIRMATIONS

Performing Agency certifies that, to the extent Contract Affirmations are incorporated into the Contract under the Signature Document, the Performing Agency has reviewed the Contract Affirmations and that Performing Agency is in compliance with all requirements.

4.3 FEDERAL ASSURANCES

Performing Agency certifies that, to the extent federal assurances are incorporated into the Contract under the Signature Document, the Performing Agency has reviewed the federal assurances and that Performing Agency is in compliance with all requirements.

4.4 FEDERAL CERTIFICATIONS

Performing Agency certifies that, to the extent federal certifications are incorporated into the Contract under the Signature Document, the Performing Agency has reviewed the federal certifications and that Performing Agency is in compliance with all requirements. In addition, Performing Agency certifies that it is and shall remain in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Contract.

ARTICLE V. INTELLECTUAL PROPERTY

5.1 OWNERSHIP OF WORK PRODUCT

- A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Performing Agency and Performing Agency's employees will have no rights in or ownership of the Work Product or any other property of System Agency.
- B. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Performing Agency hereby irrevocably assigns and

transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.

- C. Performing Agency agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.
- D. In the event that Performing Agency has any rights in and to the Work Product that cannot be assigned to System Agency, Performing Agency hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.
- E. The foregoing does not apply to Incorporated Pre-existing Works or Third Party IP that are incorporated in the Work Product by Performing Agency. Performing Agency shall provide System Agency access during normal business hours to all Vendor materials, premises, and computer files containing the Work Product.

5.2 PERFORMING AGENCY'S PRE-EXISTING WORKS

- A. To the extent that Performing Agency incorporates into the Work Product any works of Performing Agency that were created by Performing Agency or that Performing Agency acquired rights in prior to the Effective Date of this Contract ("**Incorporated Pre-existing Works**"), Performing Agency retains ownership of such Incorporated Pre-existing Works.
- B. Performing Agency hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product.
- C. Performing Agency represents, warrants, and covenants to System Agency that Performing Agency has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

5.3 THIRD PARTY IP

- A. To the extent that any Third Party IP is included or incorporated in the Work Product by Performing Agency, Performing Agency hereby grants to System Agency, or shall obtain from the applicable third party for System Agency's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency's internal business purposes only,
 - i. to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and
 - ii. to authorize others to do any or all of the foregoing.
- B. Performing Agency shall obtain System Agency's advance written approval prior to incorporating any Third Party IP into the Work Product, and Performing Agency shall

notify System Agency on delivery of the Work Product if such materials include any Third Party IP.

- C. Performing Agency shall provide System Agency all supporting documentation demonstrating Performing Agency's compliance with this **Section 5.3**, including without limitation documentation indicating a third party's written approval for Performing Agency to use any Third Party IP that may be incorporated in the Work Product.

5.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

Performing Agency shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Performing Agency's compliance with Performing Agency's obligations under this **Article V**.

5.5 DELIVERY UPON TERMINATION OR EXPIRATION

No later than the first calendar day after the termination or expiration of the Contract or upon System Agency's request, Performing Agency shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Performing Agency's failure to timely deliver such Work Product is a material breach of the Contract. Performing Agency will not retain any copies of the Work Product or any documentation or other products or results of Performing Agency's activities under the Contract without the prior written consent of System Agency.

5.6 SURVIVAL

The provisions and obligations of this **Article V** survive any termination or expiration of the Contract.

5.7 SYSTEM AGENCY DATA

- A. As between the Parties, all data and information acquired, accessed, or made available to Performing Agency by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Performing Agency in the course of providing data processing services in connection with Performing Agency's performance hereunder (the "**System Agency Data**"), is owned solely by System Agency.
- B. Performing Agency has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Performing Agency to fulfill its obligations under the Contract or as authorized in advance in writing by System Agency.
- C. For the avoidance of doubt, Performing Agency is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.
- D. Performing Agency shall make System Agency Data available to System Agency, including to System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.
- E. Furthermore, the proprietary nature of Performing Agency's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Performing Agency's performance of its obligations hereunder.

ARTICLE VI. PROPERTY

6.1 USE OF STATE PROPERTY

- A. Performing Agency is prohibited from using State Property for any purpose other than performing services authorized under the Contract.
- B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (*e.g.*, laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.
- C. Performing Agency shall not remove State Property from the continental United States. In addition, Performing Agency may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.
- D. Performing Agency shall not perform any maintenance services on State Property unless the Contract expressly authorizes such services.
- E. During the time that State Property is in the possession of Performing Agency, Performing Agency shall be responsible for:
 - i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and
 - ii. all charges attributable to Performing Agency's use of State Property that exceeds the Contract scope. Performing Agency shall fully reimburse such charges to System Agency within ten (10) calendar days of Performing Agency's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Contract shall constitute breach of contract and may result in termination of the Contract and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

6.2 DAMAGE TO GOVERNMENT PROPERTY

- A. In the event of loss, destruction, or damage to any System Agency or State of Texas owned, leased, or occupied property or equipment by Performing Agency or Performing Agency's employees, agents, Subcontractors, and suppliers, Performing Agency shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property.
- B. Performing Agency shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Performing Agency shall reimburse System Agency and the State of Texas for such property damage within 10 calendar days after Performing Agency's receipt of System Agency's notice of amount due.

6.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT

In the event the Contract is terminated for any reason, or upon its expiration State Property remains the property of the System Agency and must be returned to the System Agency by the end date of the Contract or upon System Agency's request.

ARTICLE VII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY

7.1 RECORD MAINTENANCE AND RETENTION

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

7.2 AGENCY'S RIGHT TO AUDIT

- A. Performing Agency shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Performing Agency pertaining to the Contract for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas.
- B. In addition to any right of access arising by operation of law, Performing Agency and any of Performing Agency's affiliate or subsidiary organizations, or subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority.
- C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Performing Agency shall produce original documents related to this Contract.
- D. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings.
- E. Performing Agency shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any subcontract it awards.

7.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

- A. Performing Agency must act to ensure its and its subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the services and Deliverables provided. Any such correction will be at Performing Agency's or its Subcontractor's sole expense. Whether Performing Agency's action corrects the noncompliance shall be solely the decision of the System Agency.
- B. As part of the services, Performing Agency must provide to System Agency upon request a copy of those portions of Performing Agency's and its subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Contract.

7.4 STATE AUDITOR'S RIGHT TO AUDIT

- A. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- B. The Performing Agency shall comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

7.5 CONFIDENTIALITY

Performing Agency shall maintain as confidential and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency Data, System Agency's business activities, practices, systems, conditions and services. This section will survive termination or expiration of this Contract. The obligations of Performing Agency under this section will survive termination or expiration of this Contract. This requirement must be included in all subcontracts awarded by Performing Agency.

ARTICLE VIII. CONTRACT REMEDIES AND EARLY TERMINATION

8.1 CONTRACT REMEDIES

To ensure Performing Agency's full performance of the Contract and compliance with applicable law, the System Agency reserves the right to hold Performing Agency accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to:

- i. suspending all or part of the Contract;
- ii. requiring the Performing Agency to take specific actions in order to remain in compliance with the Contract;
- iii. recouping payments made by the System Agency to the Performing Agency found to be in error;

- iv. suspending, limiting, or placing conditions on the Performing Agency's continued performance of Work; or
- v. imposing any other remedies, sanctions, or penalties authorized under this Contract or permitted by federal or state law.

8.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Contract, in whole or in part, at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in the System Agency's notice of termination.

8.3 TERMINATION FOR CAUSE

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

i. Material Breach

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, in its sole discretion, that Performing Agency has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Performing Agency's duties under the Contract. Performing Agency's misrepresentation in any aspect of Performing Agency's Solicitation Response, if any, or Performing Agency's addition to the System for Award Management (SAM) exclusion list will also constitute a material breach of the Contract.

ii. Failure to Maintain Financial Viability

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Performing Agency no longer maintains the financial viability required to complete the Work, or otherwise fully perform its responsibilities under the Contract.

8.4 PERFORMING AGENCY RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS

If the System Agency terminates the Contract for cause, the Performing Agency shall be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Performing Agency. These costs include, but are not limited to, the costs of procuring a substitute vendor and the cost of any claim or litigation attributable to Performing Agency's failure to perform any Work in accordance with the terms of the Contract.

ARTICLE IX. GENERAL PROVISIONS

9.1 AMENDMENT

The Contract may only be amended by an Amendment executed by both Parties.

9.2 INSURANCE

- A. Unless otherwise specified in this Contract, Performing Agency shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper

fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Performing Agency shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Performing Agency shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Performing Agency must produce renewal certificates for each type of coverage.

- B. These and all other insurance requirements under the Contract apply to both Performing Agency and its subcontractors, if any. Performing Agency is responsible for ensuring its subcontractors' compliance with all requirements.

9.3 LIMITATION ON AUTHORITY

- A. The authority granted to Performing Agency by the System Agency is limited to the terms of the Contract.
- B. Performing Agency shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Contract; no other authority, power, or use is granted or implied. Performing Agency may not incur any debt, obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.
- C. Performing Agency may not rely upon implied authority and is not granted authority under the Contract to:
 - i. Make public policy on behalf of the System Agency;
 - ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
 - iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the System Agency regarding System Agency programs or the Contract. However, upon System Agency request and with reasonable notice from System Agency to the Performing Agency, the Performing Agency shall assist the System Agency in communications and negotiations regarding the Work under the Contract with state and federal governments.

9.4 LEGAL OBLIGATIONS

Performing Agency shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Performing Agency shall be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

9.5 CHANGE IN LAWS AND COMPLIANCE WITH LAWS

Performing Agency shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the Contract to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended

throughout the term of the Contract. System Agency reserves the right, in its sole discretion, to unilaterally amend the Contract to incorporate any modifications necessary for System Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

9.6 E-VERIFY PROGRAM

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

- i. all persons employed by Performing Agency to perform duties within Texas; and
- ii. all persons, including subcontractors, assigned by the Performing Agency to perform Work pursuant to the Contract within the United States of America.

9.7 PERMITTING AND LICENSURE

At Performing Agency's sole expense, Performing Agency shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Performing Agency to provide the goods or services required by this Contract. Performing Agency shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Performing Agency shall be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

9.8 SUBCONTRACTORS

Performing Agency may not subcontract any or all of the Work and/or obligations under the Contract without prior written approval of the System Agency. Subcontracts, if any, entered into by the Performing Agency shall be in writing and be subject to the requirements of the Contract. Should Performing Agency subcontract any of the services required in the Contract, Performing Agency expressly understands and acknowledges that in entering into such subcontract(s), System Agency is in no manner liable to any subcontractor(s) of Performing Agency. In no event shall this provision relieve Performing Agency of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Contract.

9.9 INDEPENDENT PERFORMING AGENCY

Performing Agency and Performing Agency's employees, representatives, agents, subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Contract. Neither Performing Agency nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. Performing Agency shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Contract shall not create any joint venture, partnership, agency, or employment relationship between Performing Agency and System Agency.

9.10 GOVERNING LAW AND VENUE

This Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

9.11 SEVERABILITY

If any provision of the Contract is held to be illegal, invalid or unenforceable by a court of law or equity, such construction will not affect the legality, validity or enforceability of any other provision or provisions of this Contract. It is the intent and agreement of the Parties this Contract shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Contract will continue in full force and effect.

9.12 SURVIVABILITY

Expiration or termination of the Contract for any reason does not release Performing Agency from any liability or obligation set forth in the Contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

9.13 FORCE MAJEURE

Neither Party shall be liable to the other for any delay in, or failure of performance of, any requirement included in the Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

9.14 DISPUTE RESOLUTION

- A. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the Contract. If the Performing Agency's claim for breach of contract cannot be resolved informally with the System Agency, the claim shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Performing Agency shall submit written notice, as required by Chapter 2260, to the individual identified in the Contract for receipt of notices. Any informal resolution efforts shall in no way modify the requirements or toll the timing of the formal written notice of a claim for breach of contract required under §2260.051 of the Texas Government Code. Compliance by the Performing Agency with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.

- B. The contested case process provided in Chapter 2260 is the Performing Agency's sole and exclusive process for seeking a remedy for an alleged breach of contract by the System Agency if the Parties are unable to resolve their disputes as described above.
- C. Notwithstanding any other provision of the Contract to the contrary, unless otherwise requested or approved in writing by the System Agency, the Performing Agency shall continue performance and shall not be excused from performance during the period of any breach of contract claim or while the dispute is pending. However, the Performing Agency may suspend performance during the pendency of such claim or dispute if the Performing Agency has complied with all provisions of Section 2251.051, Texas Government Code, and such suspension of performance is expressly applicable and authorized under that law.

9.15 NO IMPLIED WAIVER OF PROVISIONS

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

9.16 MEDIA RELEASES

- A. Performing Agency shall not use System Agency's name, logo, or other likeness in any press release, marketing material, or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Performing Agency is not authorized to make or participate in any media releases or public announcements pertaining to this Contract or the services to which they relate without System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.
- B. Performing Agency may publish, at its sole expense, results of Performing Agency performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.17 NO MARKETING ACTIVITIES

Performing Agency is prohibited from using the Work for any Performing Agency or third-party marketing, advertising, or promotional activities, without the prior written consent of System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Performing Agency's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Performing Agency as part of the Work.

9.18 PROHIBITION ON NON-COMPETE RESTRICTIONS

Performing Agency shall not require any employees or subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.19 SOVEREIGN IMMUNITY

Nothing in the Contract shall be construed as a waiver of the System Agency's or the State's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Contract or by its conduct prior to or subsequent to entering into the Contract.

9.20 ENTIRE CONTRACT AND MODIFICATION

This Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible.

9.21 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.22 CIVIL RIGHTS

- A. Performing Agency shall comply with all applicable state and federal anti-discrimination laws, including:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d, *et seq.*);
 - ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101, *et seq.*);
 - iv. Age Discrimination Act of 1975 (42 U.S.C. §6101, *et seq.*);
 - v. Title IX of the Education Amendments of 1972 (20 U.S.C. §1681, *et seq.*);
 - vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011, *et seq.*); and
 - vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.
- B. Performing Agency shall comply with all amendments to these laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any service or other benefit provided by Federal or State funding, or otherwise be subjected to discrimination.
- C. Performing Agency shall comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a Performing Agency from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Civil rights laws require Performing Agency to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Performing Agency shall take

reasonable steps to provide services and information, both orally and in writing and electronically, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- D. Performing Agency shall post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: <http://hhscx.hhsc.texas.gov/system-support-services/civil-rights/publications>
- E. Performing Agency shall comply with Section 504 of the Rehabilitation Act of 1973 and its implementing regulations at 28 CFR Subpart G § 42.503, and Americans with Disabilities Act of 1990 and its implementing regulations at 28 CFR Subpart B §35.130 which includes requiring Performing Agency to make reasonable modifications in policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability, unless the Performing Agency can demonstrate that making the modifications would fundamentally alter the nature of the service, program, or activity.
- F. Performing Agency shall comply with federal regulations regarding equal treatment for faith-based organizations under 45 C.F.R. Part 87 or 7 C.F.R. Part 16, as applicable. Performing Agency shall not discriminate against clients or prospective clients on the basis of religion or religious belief, and shall provide written notice to beneficiaries of their rights.
- G. Upon request, Performing Agency shall provide the HHSC Civil Rights Office with copies of the Performing Agency's civil rights policies and procedures.
- H. Performing Agency must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Contract. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. This notice must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
Fax: (512) 438-5885.

9.23 ENTERPRISE INFORMATION MANAGEMENT STANDARDS

Performing Agency shall conform to HHS standards for data management as described by the policies of the HHS Chief Data and Analytics Officer. These include, but are not limited to, standards for documentation and communication of data models, metadata, and other data definition methods that are required by HHS for ongoing data governance, strategic portfolio analysis, interoperability planning, and valuation of HHS System data assets.

9.24 DISCLOSURE OF LITIGATION

- A. The Performing Agency must disclose in writing to the contract manager assigned to this Contract any material civil or criminal litigation or indictment either threatened or pending involving the Performing Agency. "Threatened litigation" as used herein shall include governmental investigations and civil investigative demands. "Litigation" as used herein shall include administrative enforcement actions brought by governmental agencies. The Performing Agency must also disclose any material litigation threatened or pending

involving subcontractors, consultants, and/or lobbyists. For purposes of this section, “material” refers, but is not limited, to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Contract or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work, together with any litigation threatened or pending that may result in a substantial change in the Performing Agency’s financial condition.

- B. This is a continuing disclosure requirement; any litigation commencing after Contract Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

9.25 NO THIRD-PARTY BENEFICIARIES

The Contract is made solely and specifically among and for the benefit of the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Contract as a third-party beneficiary or otherwise.

9.26 BINDING EFFECT

The Contract shall inure to the benefit of, be binding upon, and be enforceable against, each Party and their respective permitted successors, assigns, transferees, and delegates.

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HEALTH AND HUMAN SERVICES
Contract Number **HHSREV100002458**
Attachment **C** **— CONTRACT AFFIRMATIONS**

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

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

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

2. **Complete and Accurate Information**

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

3. **Public Information Act**

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

4. **Contracting Information Requirements**

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

5. Assignment

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

6. Terms and Conditions

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

7. HHS Right to Use

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

8. Release from Liability

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

9. Dealings with Public Servants

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

10. Financial Participation Prohibited

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

11. Prior Disaster Relief Contract Violation

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

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

12. Child Support Obligation

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

13. Suspension and Debarment

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

14. Excluded Parties

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

15. Foreign Terrorist Organizations

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

16. Executive Head of a State Agency

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

17. Human Trafficking Prohibition

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

18. Franchise Tax Status

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

19. Debts and Delinquencies

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

20. Lobbying Prohibition

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

21. Buy Texas

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

22. Disaster Recovery Plan

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

23. Computer Equipment Recycling Program

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

24. Television Equipment Recycling Program

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

25. Cybersecurity Training

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

26. Restricted Employment for Certain State Personnel

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

27. No Conflicts of Interest

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

28. Fraud, Waste, and Abuse

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

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

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

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

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

29. Antitrust

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

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

30. Legal and Regulatory Actions

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

31. No Felony Criminal Convictions

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

32. Unfair Business Practices

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

33. Entities that Boycott Israel

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

34. E-Verify

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

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

35. Former Agency Employees – Certain Contracts

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

36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

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

37. Abortion Funding Limitation

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

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

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

38. Funding Eligibility

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

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

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

40. COVID-19 Vaccine Passports

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

41. Entities that Boycott Energy Companies

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

42. Entities that Discriminate Against Firearm and Ammunition Industries

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

43. Security Controls for State Agency Data

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

44. Cloud Computing State Risk and Authorization Management Program

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

45. Office of Inspector General Investigative Findings Expert Review

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

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

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

47. Foreign-Owned Companies in Connection with Critical Infrastructure

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

48. Critical Infrastructure Subcontracts

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

access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business & Commerce Code, in this state.

49. Enforcement of Certain Federal Firearms Laws Prohibited

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

50. Prohibition on Abortions

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

51. False Representation

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

52. False Statements

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

53. Permits and License

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

54. Drug-Free Workplace

Contractor represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. §701 et seq.) and maintain a drug-free work environment.

55. Equal Employment Opportunity

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

56. Federal Occupational Safety and Health Law

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

57. Signature Authority

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

Signature Page Follows

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

Legal Name of Contractor

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

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

Signature of Authorized Representative

Date Signed

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

Title of Authorized Representative

Physical Street Address

City, State, Zip Code

Mailing Address, if different

City, State, Zip Code

Phone Number

Fax Number

Email Address

DUNS Number

Federal Employer Identification Number

Texas Identification Number (TIN)

Texas Franchise Tax Number

Texas Secretary of State Filing Number

SAM.gov Unique Entity Identifier (UEI)

ATTACHMENT D

DATA USE AGREEMENT BETWEEN THE TEXAS HEALTH AND HUMAN SERVICES SYSTEM AND CONTRACTOR

This Data Use Agreement (“DUA”) is effective as of the date of the Base Contract into which it is incorporated (“Effective Date”), by and between the Texas Health and Human Services System, which includes the Texas Health and Human Services Commission and the Department of State Health Services (“HHS”) and Contractor (the “Base Contract”).

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate access to, creation, receipt, maintenance, use, disclosure or transmission of Confidential Information with Contractor, and describe Contractor’s rights and obligations with respect to the Confidential Information and the limited purposes for which the Contractor may create, receive, maintain, use, disclose or have access to Confidential Information. This DUA also describes HHS’s remedies in the event of Contractor’s noncompliance with its obligations under this DUA. This DUA applies to both HHS business associates, as “business associate” is defined in the Health Insurance Portability and Accountability Act (HIPAA), and contractors who are not business associates, who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract. As a best practice, HHS requires its contractors to comply with the terms of this DUA to safeguard all types of Confidential Information.

As of the Effective Date of this DUA, if any provision of the Base Contract conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the following meanings:

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

“**Authorized User**” means a person:

- (1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;
- (2) For whom Contractor warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and
- (3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

“**Breach**” means an impermissible use or disclosure of electronic or non-electronic sensitive personal information by an unauthorized person or for an unauthorized purpose that compromises the security or

privacy of Confidential Information such that the use or disclosure poses a risk of reputational harm, theft of financial information, identity theft, or medical identity theft. Any acquisition, access, use, disclosure or loss of Confidential Information other than as permitted by this DUA shall be presumed to be a Breach unless Contractor demonstrates, based on a risk assessment, that there is a low probability that the Confidential Information has been compromised.

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

- (1) Education records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g; 34 C.F.R. Part 99
- (2) Federal Tax Information as defined in Internal Revenue Code §6103 and Internal Revenue Service Publication 1075;
- (3) Personal Identifying Information (PII) as defined in Texas Business and Commerce Code, Chapter 521;
- (4) Protected Health Information (PHI) in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information as defined in 45 C.F.R. §160.103;
- (5) Sensitive Personal Information (SPI) as defined in Texas Business and Commerce Code, Chapter 521;
- (6) Social Security Administration Data, including, without limitation, Medicaid information means disclosures of information made by the Social Security Administration or the Centers for Medicare and Medicaid Services from a federal system of records for administration of federally funded benefit programs under the Social Security Act, 42 U.S.C., Chapter 7;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

“Destroy”, “Destruction”, for Confidential Information, means:

(1) Paper, film, or other hard copy media have been shredded or destroyed such that the Confidential Information cannot be read or otherwise cannot be reconstructed. Redaction is specifically excluded as a means of data destruction.

(2) Electronic media have been cleared, purged, or destroyed consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization," such that the Confidential Information cannot be retrieved.

“Discover, Discovery” means the first day on which a Breach becomes known to Contractor, or, by exercising reasonable diligence would have been known to Contractor.

“Legally Authorized Representative” of an individual, including as provided in 45 CFR 435.923 (authorized representative); 45 CFR 164.502(g)(1) (personal representative); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164 (medical power of attorney); and Texas Estates Code § 22.031 (representative).

“Required by Law” means a mandate contained in law that compels an entity to use or disclose Confidential Information that is enforceable in a court of law, including court orders, warrants, subpoenas or investigative demands.

“Subcontractor” means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

“Workforce” means employees, volunteers, trainees or other persons whose performance of work is under the direct control of a party, whether or not they are paid by that party.

ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 Obligations of Contractor

Contractor agrees that:

(A) With respect to PHI, Contractor shall:

(1) Make PHI available in a designated record set if requested by HHS, if Contractor maintains PHI in a designated record set, as defined in HIPAA.

(2) Provide to HHS data aggregation services related to the healthcare operations Contractor performs for HHS pursuant to the Base Contract, if requested by HHS, if Contractor provides data aggregation services as defined in HIPAA.

(3) Provide access to PHI to an individual who is requesting his or her own PHI, or such individual's Legally Authorized Representative, in compliance with the requirements of HIPAA.

(4) Make PHI available to HHS for amendment, and incorporate any amendments to PHI that HHS directs, in compliance with HIPAA.

(5) Document and make available to HHS, an accounting of disclosures in compliance with the requirements of HIPAA.

(6) If Contractor receives a request for access, amendment or accounting of PHI by any individual, promptly forward the request to HHS or, if forwarding the request would violate HIPAA, promptly notify HHS of the request and of Contractor's response. HHS will respond to all such requests, unless Contractor is Required by Law to respond or HHS has given prior written consent for Contractor to respond to and account for all such requests.

(B) With respect to ALL Confidential Information, Contractor shall:

(1) Exercise reasonable care and no less than the same degree of care Contractor uses to protect its own confidential, proprietary and trade secret information to prevent Confidential Information from being used in a manner that is not expressly an Authorized Purpose or as Required by Law. Contractor will access, create, maintain, receive, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses.

(2) Establish, implement and maintain appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, in accordance with applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as Contractor has such Confidential Information in its actual or constructive possession.

(3) Implement, update as necessary, and document privacy, security and Breach notice policies and procedures and an incident response plan to address a Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Base Contract. Contractor shall produce, within three business days of a request by HHS, copies of its policies and procedures and records relating to the use or disclosure of Confidential Information.

(4) Obtain HHS's prior written consent to disclose or allow access to any portion of the Confidential Information to any person, other than Authorized Users, Workforce or Subcontractors of Contractor who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Breach to Contractor's management and as permitted in Section 3.01(A)(3), above. Contractor shall produce evidence of completed training to HHS upon request. HHS, at its election, may assist Contractor in training and education on specific or unique HHS processes, systems and/or requirements. All of Contractor's Authorized Users, Workforce and Subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code Section 2054.519 by the Texas Department of Information Resources.

(5) Establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. Contractor shall maintain evidence of sanctions and produce it to HHS upon request.

(6) Obtain prior written approval of HHS, to disclose or provide access to any Confidential Information on the basis that such act is Required by Law, so that HHS may have the opportunity to object to the disclosure or access and seek appropriate relief. If HHS objects to such disclosure or access, Contractor shall refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief.

(7) Certify that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose and that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. Contractor and its Subcontractors shall maintain at all times an updated, complete, accurate list of Authorized Users and supply it to HHS upon request.

(8) Provide, and shall cause its Subcontractors and agents to provide, to HHS periodic written confirmation of compliance with controls and the terms and conditions of this DUA.

(9) Return to HHS or Destroy, at HHS's election and at Contractor's expense, all Confidential Information received from HHS or created or maintained by Contractor or any of Contractor's agents or Subcontractors on HHS's behalf upon the termination or expiration of this DUA, if reasonably feasible and permitted by law. Contractor shall certify in writing to HHS that all such Confidential Information has been Destroyed or returned to HHS, and that Contractor and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, Contractor acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is

impermissible by law, Contractor shall immediately notify HHS of the reasons such return or Destruction is not feasible and agree to extend the protections of this DUA to the Confidential Information for as long as Contractor maintains such Confidential Information.

(10) Complete and return with the Base Contract to HHS, attached as Attachment 2 to this DUA, the HHS Security and Privacy Initial Inquiry (SPI) at <https://hhs.texas.gov/laws-regulations/forms/miscellaneous/hhs-information-security-privacy-initial-inquiry-spi>. The SPI identifies basic privacy and security controls with which Contractor must comply to protect Confidential Information. Contractor shall comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information Contractor creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. Contractor's security controls shall be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. Contractor shall update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and shall provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements.

(11) Comply with the HHS Acceptable Use Policy (AUP) and require each Subcontractor and Workforce member who has direct access to HHS Information Resources, as defined in the AUP, to execute an HHS Acceptable Use Agreement.

(12) Only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in motion* includes secure File Transfer Protocol (SFTP) or encryption at an appropriate level as required by rule, regulation or law. Confidential Information *at rest* requires encryption unless there is adequate administrative, technical, and physical security as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information shall be through secure systems. Contractor shall provide proof of system, media or device security and/or encryption to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit, or the Discovery of a Breach. HHS may also request production of proof of security at other times as necessary to satisfy state and federal monitoring requirements. Deidentification of Confidential Information in accordance with HIPAA de-identification standards is deemed secure.

(13) Designate and identify a person or persons, as Privacy Official and Information Security Official, each of whom is authorized to act on behalf of Contractor and is responsible for the development and implementation of the privacy and security requirements in this DUA. Contractor shall provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. Upon written notice from HHS, Contractor shall promptly remove and replace such official(s) if such official(s) is not performing the required functions.

(14) Make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, Confidential Information in accordance with applicable laws, regulations or demands of a regulatory authority relating to Confidential Information. Contractor shall provide such information in a time and manner reasonably agreed upon or as designated by the applicable law or regulatory authority.

(15) Comply with the following laws and standards *if applicable to the type of Confidential Information and Contractor's Authorized Purpose*:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 17-12;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA);
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI;
- Family Educational Rights and Privacy Act
- Texas Business and Commerce Code Chapter 521
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that Contractor supports on behalf of HHS.

(16) Be permitted to use or disclose Confidential Information for the proper management and administration of Contractor or to carry out Contractor's legal responsibilities, except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, if:

- (a) Disclosure is Required by Law;
- (b) Contractor obtains reasonable assurances from the person to whom the information is disclosed that the person shall:
 1. Maintain the confidentiality of the Confidential Information in accordance with this DUA;
 2. Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the person; and
 3. Notify Contractor in accordance with Section 4.01 of a Breach of Confidential Information that the person Discovers or should have Discovered with the exercise of reasonable diligence.

(C) With respect to ALL Confidential Information, Contractor shall NOT:

(1) Attempt to re-identify or further identify Confidential Information that has been deidentified or attempt to contact any persons whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS.

(2) Engage in prohibited marketing or sale of Confidential Information.

(3) Permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of HHS without requiring that Subcontractor first execute either the Form Subcontractor Agreement, Attachment 1, or Contractor's own Subcontractor agreement that ensures that the Subcontractor shall comply with the same safeguards and restrictions contained in this DUA for Confidential Information. Contractor is directly responsible for its Subcontractors' compliance with, and enforcement of, this DUA.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. Cooperation and Financial Responsibility.

(A) Contractor shall, at Contractor's expense, cooperate fully with HHS in investigating, mitigating to the extent practicable, and issuing notifications as directed by HHS, for any Breach of Confidential Information.

(B) Contractor shall make Confidential Information in Contractor's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach.

(C) Contractor's obligation begins at the Discovery of a Breach and continues as long as related activity continues, until all effects of the Breach are mitigated to HHS's satisfaction (the "incident response period").

Section 4.02. Initial Breach Notice.

For federal information ***obtained from a federal system of records***, including Federal Tax Information and Social Security Administration Data (which includes Medicaid and other governmental benefit program Confidential Information), Contractor shall notify HHS of the Breach within the first consecutive clock hour of Discovery. The Base Contract shall specify whether Confidential Information is obtained from a federal system of records. For all other types of Confidential Information Contractor shall notify HHS of the Breach not more than 24 hours after Discovery, ***or in a timeframe otherwise approved by HHS in writing.*** Contractor shall initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for the Base Contract.

Contractor shall report all information reasonably available to Contractor about the Breach.

Contractor shall provide contact information to HHS for Contractor's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

Section 4.03 Third Business Day Notice: No later than 5 p.m. on the third business day after Discovery, or a time within which Discovery reasonably should have been made by Contractor of a Breach of Confidential Information, Contractor shall provide written notification to HHS of all reasonably available information about the Breach, and Contractor's investigation, including, to the extent known to Contractor:

a. The date the Breach occurred;

- b. The date of Contractor's and, if applicable, Subcontractor's Discovery;
- c. A brief description of the Breach, including how it occurred and who is responsible (or hypotheses, if not yet determined);
- d. A brief description of Contractor's investigation and the status of the investigation;
- e. A description of the types and amount of Confidential Information involved;
- f. Identification of and number of all individuals reasonably believed to be affected, including first and last name of the individual and if applicable, the Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method;
- g. Contractor's initial risk assessment of the Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;
- h. Contractor's recommendation for HHS's approval as to the steps individuals and/or Contractor on behalf of individuals, should take to protect the individuals from potential harm, including Contractor's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an individual with special capacity or circumstances;
- i. The steps Contractor has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);
- j. The steps Contractor has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Breach;
- k. Identify, describe or estimate of the persons, Workforce, Subcontractor, or individuals and any law enforcement that may be involved in the Breach;
- l. A reasonable schedule for Contractor to provide regular updates regarding response to the Breach, but no less than every three (3) business days, or as otherwise directed by HHS in writing, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and
- m. Any reasonably available, pertinent information, documents or reports related to a Breach that HHS requests following Discovery.

Section 4.04. Investigation, Response and Mitigation.

- (A) Contractor shall immediately conduct a full and complete investigation, respond to the Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.
- (B) Contractor shall complete or participate in a risk assessment as directed by HHS following a Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) Contractor shall fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, persons and/or individuals about the Breach.

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

Section 4.05. Breach Notification to Individuals and Reporting to Authorities.

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

(B) Contractor must comply with all applicable legal and regulatory requirements in the time, manner and content of any notification to individuals, regulators or third-parties, or any notice required by other state or federal authorities, including without limitation, notifications required by Texas Business and Commerce Code, Chapter 521.053(b) and HIPAA. Notice letters will be in Contractor's name and on Contractor's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of Contractor's representative, an email address and a toll-free telephone number, for the individual to obtain additional information.

(C) Contractor shall provide HHS with draft notifications for HHS approval prior to distribution and copies of distributed and approved communications.

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

(E) If HHS directs Contractor to provide notifications, HHS shall, in the time and manner reasonably requested by Contractor, cooperate and assist with Contractor's information requests in order to make such notifications.

ARTICLE 5. GENERAL PROVISIONS

Section 5.01 Ownership of Confidential Information

Contractor acknowledges and agrees that the Confidential Information is and shall remain the property of HHS. Contractor agrees it acquires no title or rights to the Confidential Information.

Section 5.02 HHS Commitment and Obligations

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

Section 5.03 HHS Right to Inspection

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

Section 5.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which Contractor executes the Base Contract and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended, this DUA is extended to run concurrent with the Base Contract.

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

- (1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or
- (2) Require Contractor to submit to a corrective action plan, including a plan for monitoring and plan for reporting as HHS may determine necessary to maintain compliance with this DUA; or
- (3) Provide Contractor with a reasonable period to cure the violation as determined by HHS; or
- (4) Terminate the DUA and Base Contract immediately and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to Contractor describing the violation and the action it intends to take.

(B) If neither termination nor cure is feasible, HHS shall report the violation to the applicable regulatory authorities.

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

Section 5.05 Injunctive Relief

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

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

Section 5.06 Indemnification

To the extent permitted by the Texas Constitution, laws and rules, and without waiving any immunities or defenses available to CONTRACTOR as a governmental entity, Contractor shall indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of HHS' Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by Contractor or its employees, directors, officers,

Subcontractors, or agents or other members of Contractor's Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure. Upon demand, Contractor shall reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including costs of required notices, investigation, and mitigation of a Breach, fines or penalties imposed on an Indemnified Party by a regulatory authority, and reasonable attorneys' fees) which may be imposed upon any Indemnified Party to the extent caused by and which results from the Contractor's failure to meet any of its obligations under this DUA. Contractor's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

Section 5.07 Insurance

(A) As a governmental entity, CONTRACTOR either maintains commercial insurance or self-insures with policy limits in an amount sufficient to cover CONTRACTOR's liability arising under this DUA. CONTRACTOR will either require that the policy name HHS as an additional insured or assign any payments from the insurer related to CONTRACTOR's liability arising under this DUA directly to HHS. HHSC reserves the right to consider alternative means for CONTRACTOR to satisfy CONTRACTOR's financial responsibility under this DUA. Nothing herein shall relieve CONTRACTOR of its financial obligations set forth in this DUA if CONTRACTOR fails to maintain insurance.

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

Section 5.08 Entirety of the Contract

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

Section 5.09 Automatic Amendment and Interpretation

Upon the effective date of any amendment or issuance of additional regulations to any law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or Contractor remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and Contractor to comply with laws applicable to Confidential Information.

Section 5.10 Notices; Requests for Approval

All notices and requests for approval related to this DUA must be directed to the HHS Chief Privacy Officer at privacy@hhsc.state.tx.us.

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM
HHS CONTRACT NUMBER

The DUA between HHS and Contractor establishes the permitted and required uses and disclosures of Confidential Information by Contractor.

Contractor has subcontracted with _____ (Subcontractor) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. Subcontractor acknowledges, understands and agrees to be bound by the same terms and conditions applicable to Contractor under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. Contractor and Subcontractor agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right, but not the obligation, to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

Contractor and Subcontractor assure HHS that any Breach as defined by the DUA that Subcontractor Discovers shall be reported to HHS by Contractor in the time, manner and content required by the DUA.

If Contractor knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by Subcontractor that constitutes a material breach or violation of the DUA or the Subcontractor's obligations, Contractor shall:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with Subcontractor, if feasible;
3. Notify HHS immediately upon Discovery of the pattern of activity or practice of Subcontractor that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps Contractor is taking to cure or end the violation or terminate Subcontractor's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

CONTRACTOR

SUBCONTRACTOR

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE _____, **201** .

DATE: _____



If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses (except A9a) prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers (except A9a and A11) prior to performing any work on behalf of any Texas HHS agency.

For any questions answered "No" (except A9a and A11), an *Action Plan for Compliance with a Timeline* must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

SECTION A: APPLICANT/BIDDER INFORMATION (To be completed by Applicant/Bidder)

1. Does the applicant/bidder access, create, disclose, receive, transmit, maintain, or store Texas HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.)? IF NO, STOP. THE SPI FORM IS NOT REQUIRED.	☐ Yes ☐ No
2. Entity or Applicant/Bidder Legal Name	Legal Name: Legal Entity Tax Identification Number (TIN) (Last Four Numbers Only): Procurement/Contract#: Address: City: State: ZIP: Telephone #: Email Address:
3. Number of Employees, at all locations, in Applicant/Bidder's Workforce "Workforce" means all employees, volunteers, trainees, and other Persons whose conduct is under the direct control of Applicant/Bidder, whether or not they are paid by Applicant/Bidder. If Applicant/Bidder is a sole proprietor, the workforce may be only one employee.	Total Employees:
4. Number of Subcontractors (if Applicant/Bidder will not use subcontractors, enter "0")	Total Subcontractors:
5. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder (Privacy and Security Official may be the same person.)	A. Security Official: Legal Name: Address: City: State: ZIP: Telephone #: Email Address:
	B. Privacy Official: Legal Name: Address: City: State: ZIP: Telephone #: Email Address:

6. Type(s) of Texas HHS Confidential Information the Applicant/Bidder will create, receive, maintain, use, disclose or have access to: (Check all that apply) HHSREV100002458 • Health Insurance Portability and Accountability Act (HIPAA) data • Criminal Justice Information Services (CJIS) data • Internal Revenue Service Federal Tax Information (IRS FTI) data • Centers for Medicare & Medicaid Services (CMS) • Social Security Administration (SSA) • Personally Identifiable Information (PII)	HIPAA ☐	CJIS ☐	IRS FTI ☐	CMS ☐	SSA ☐	PII ☐
Other (Please List)						
7. Number of Storage Devices for Texas HHS Confidential Information (as defined in the Texas HHS System Data Use Agreement (DUA)) Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business.						Total # (Sum a-d) 0
a. Devices. Number of personal user computers, devices or drives, including mobile devices and mobile drives.						
b. Servers. Number of Servers that are not in a data center or using Cloud Services.						
c. Cloud Services. Number of Cloud Services in use.						
d. Data Centers. Number of Data Centers in use.						
8. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle Texas HHS Confidential Information during one year:						Select Option (a-d)
a. 499 individuals or less b. 500 to 999 individuals c. 1,000 to 99,999 individuals d. 100,000 individuals or more						☐ a. ☐ b. ☐ c. ☐ d.
9. HIPAA Business Associate Agreement						
a. Will Applicant/Bidder use, disclose, create, receive, transmit or maintain protected health information on behalf of a HIPAA-covered Texas HHS agency for a HIPAA-covered function?						☐ Yes ☐ No
b. Does Applicant/Bidder have a Privacy Notice prominently displayed on a Webpage or a Public Office of Applicant/Bidder's business open to or that serves the public? (This is a HIPAA requirement. Answer "N/A" if not applicable, such as for agencies not covered by HIPAA.)						☐ Yes ☐ No ☐ N/A
<u>Action Plan for Compliance with a Timeline:</u>						<u>Compliance Date:</u>
10. Subcontractors. If the Applicant/Bidder responded "0" to Question 4 (indicating no subcontractors), check "N/A" for both 'a.' and 'b.'						
a. Does Applicant/Bidder require subcontractors to execute the DUA Attachment 1 Subcontractor Agreement Form?						☐ Yes ☐ No ☐ N/A
<u>Action Plan for Compliance with a Timeline:</u>						<u>Compliance Date:</u>

USPHE/10012458 b. Will Applicant/Bidder agree to require subcontractors who will access Confidential Information to comply with the terms of the DUA, not disclose any Confidential Information to them until they have agreed in writing to the same safeguards and to discontinue their access to the Confidential Information if they fail to comply?	Page 57 of 96 ☒ Yes ☐ No ☐ N/A
Action Plan for Compliance with a Timeline:	Compliance Date:
11. Does Applicant/Bidder have any Optional Insurance currently in place? Optional Insurance provides coverage for: (1) Network Security and Privacy; (2) Data Breach; (3) Cyber Liability (lost data, lost use or delay/suspension in business, denial of service with e-business, the Internet, networks and informational assets, such as privacy, intellectual property, virus transmission, extortion, sabotage or web activities); (4) Electronic Media Liability; (5) Crime/Theft; (6) Advertising Injury and Personal Injury Liability; and (7) Crisis Management and Notification Expense Coverage.	☐ Yes ☐ No ☐ N/A

SECTION B: PRIVACY RISK ANALYSIS AND ASSESSMENT (To be completed by Applicant/Bidder)

For any questions answered "No," an Action Plan for Compliance with a Timeline must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

1. Written Policies & Procedures. Does Applicant/Bidder have current written privacy and security policies and procedures that, at a minimum:	Yes or No
a. Does Applicant/Bidder have current written privacy and security policies and procedures that identify Authorized Users and Authorized Purposes (as defined in the DUA) relating to creation, receipt, maintenance, use, disclosure, access or transmission of Texas HHS Confidential Information?	☐ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
b. Does Applicant/Bidder have current written privacy and security policies and procedures that require Applicant/Bidder and its Workforce to comply with the applicable provisions of HIPAA and other laws referenced in the DUA, relating to creation, receipt, maintenance, use, disclosure, access or transmission of Texas HHS Confidential Information on behalf of a Texas HHS agency?	☐ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
c. Does Applicant/Bidder have current written privacy and security policies and procedures that limit use or disclosure of Texas HHS Confidential Information to the minimum that is necessary to fulfill the Authorized Purposes?	☐ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
d. Does Applicant/Bidder have current written privacy and security policies and procedures that respond to an actual or suspected breach of Texas HHS Confidential Information, to include at a minimum (if any responses are "No" check "No" for all three): i. Immediate breach notification to the Texas HHS agency, regulatory authorities, and other required Individuals or Authorities, in accordance with Article 4 of the DUA; ii. Following a documented breach response plan, in accordance with the DUA and applicable law; & iii. Notifying Individuals and Reporting Authorities whose Texas HHS Confidential Information has been breached, as directed by the Texas HHS agency?	☐ Yes ☐ No

<u>Action Plan for Compliance with a Timeline:</u> HHSREV100002458	<u>Compliance Date:</u> Page 59 of 66
e. Does Applicant/Bidder have current written privacy and security policies and procedures that conduct annual workforce training and monitoring for and correction of any training delinquencies?	☐ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
f. Does Applicant/Bidder have current written privacy and security policies and procedures that permit or deny individual rights of access, and amendment or correction, when appropriate?	☐ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
g. Does Applicant/Bidder have current written privacy and security policies and procedures that permit only Authorized Users with up-to-date privacy and security training, and with a reasonable and demonstrable need to use, disclose, create, receive, maintain, access or transmit the Texas HHS Confidential Information, to carry out an obligation under the DUA for an Authorized Purpose, unless otherwise approved in writing by a Texas HHS agency?	☐ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
h. Does Applicant/Bidder have current written privacy and security policies and procedures that establish, implement and maintain proof of appropriate sanctions against any Workforce or Subcontractors who fail to comply with an Authorized Purpose or who is not an Authorized User, and used or disclosed Texas HHS Confidential Information in violation of the DUA, the Base Contract or applicable law?	☐ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
i. Does Applicant/Bidder have current written privacy and security policies and procedures that require updates to policies, procedures and plans following major changes with use or disclosure of Texas HHS Confidential Information within 60 days of identification of a need for update?	☐ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

HHS REV 100002458 j. Does Applicant/Bidder have current written privacy and security policies and procedures that restrict permissions or attempts to re-identify or further identify de-identified Texas HHS Confidential Information, or attempt to contact any Individuals whose records are contained in the Texas HHS Confidential Information, except for an Authorized Purpose, without express written authorization from a Texas HHS agency or as expressly permitted by the Base Contract?	Page 60 of 66 ☐ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
k. If Applicant/Bidder intends to use, disclose, create, maintain, store or transmit Texas HHS Confidential Information outside of the United States, will Applicant/Bidder obtain the express prior written permission from the Texas HHS agency and comply with the Texas HHS agency conditions for safeguarding offshore Texas HHS Confidential Information?	☐ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
l. Does Applicant/Bidder have current written privacy and security policies and procedures that require cooperation with Texas HHS agencies' or federal regulatory inspections, audits or investigations related to compliance with the DUA or applicable law?	☐ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
m. Does Applicant/Bidder have current written privacy and security policies and procedures that require appropriate standards and methods to destroy or dispose of Texas HHS Confidential Information?	☐ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
n. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit disclosure of Applicant/Bidder's work product done on behalf of Texas HHS pursuant to the DUA, or to publish Texas HHS Confidential Information without express prior approval of the Texas HHS agency?	☐ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
2. Does Applicant/Bidder have a current Workforce training program? Training of Workforce must occur at least once every year, and within 30 days of date of hiring a new Workforce member who will handle Texas HHS Confidential Information. Training must include: (1) privacy and security policies, procedures, plans and applicable requirements for handling Texas HHS Confidential Information, (2) a requirement to complete training before access is given to Texas HHS Confidential Information, and (3) written proof of training and a procedure for monitoring timely completion of training.	☐ Yes ☐ No

<u>Action Plan for Compliance with a Timeline:</u> HHSREV100002458	<u>Compliance Date:</u> Page 61 of 66
3. Does Applicant/Bidder have Privacy Safeguards to protect Texas HHS Confidential Information in oral, paper and/or electronic form? "Privacy Safeguards" means protection of Texas HHS Confidential Information by establishing, implementing and maintaining required Administrative, Physical and Technical policies, procedures, processes and controls, required by the DUA, HIPAA (45 CFR 164.530), Social Security Administration, Medicaid and laws, rules or regulations, as applicable. Administrative safeguards include administrative protections, policies and procedures for matters such as training, provision of access, termination, and review of safeguards, incident management, disaster recovery plans, and contract provisions. Technical safeguards include technical protections, policies and procedures, such as passwords, logging, emergencies, how paper is faxed or mailed, and electronic protections such as encryption of data. Physical safeguards include physical protections, policies and procedures, such as locks, keys, physical access, physical storage and trash.	☐ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
4. Does Applicant/Bidder and all subcontractors (if applicable) maintain a current list of Authorized Users who have access to Texas HHS Confidential Information, whether oral, written or electronic?	☐ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
5. Does Applicant/Bidder and all subcontractors (if applicable) monitor for and remove terminated employees or those no longer authorized to handle Texas HHS Confidential Information from the list of Authorized Users?	☐ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

SECTION C: SECURITY RISK ANALYSIS AND ASSESSMENT (to be completed by Applicant/Bidder)

This section is about your electronic system. If your business DOES NOT store, access, or transmit Texas HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.) select the box to the right, and "YES" will be entered for all questions in this section.

No Electronic Systems

☐

For any questions answered "No," an Action Plan for Compliance with a Timeline must be documented in the designated area below the question. The timeline for compliance with HIPAA-related items is 30 calendar days, PII-related items is 90 calendar days.

1. Does the Applicant/Bidder ensure that services which access, create, disclose, receive, transmit, maintain, or store Texas HHS Confidential Information are maintained **IN** the United States (no offshoring) unless **ALL** of the following requirements are met?
- a. The data is encrypted with FIPS 140-2 validated encryption
 - b. The offshore provider does not have access to the encryption keys
 - c. The Applicant/Bidder maintains the encryption key within the United States
 - d. The Application/Bidder has obtained the express prior written permission of the Texas HHS agency

☐ Yes

☐ No

For more information regarding FIPS 140-2 encryption products, please refer to:

<http://csrc.nist.gov/publications/fips>

Action Plan for Compliance with a Timeline:

Compliance Date:

2. Does Applicant/Bidder utilize an IT security-knowledgeable person or company to maintain or oversee the configurations of Applicant/Bidder's computing systems and devices?

☐ Yes

☐ No

Action Plan for Compliance with a Timeline:

Compliance Date:

3. Does Applicant/Bidder monitor and manage access to Texas HHS Confidential Information (e.g., a formal process exists for granting access and validating the need for users to access Texas HHS Confidential Information, and access is limited to Authorized Users)?

☐ Yes

☐ No

Action Plan for Compliance with a Timeline:

Compliance Date:

4. Does Applicant/Bidder a) have a system for changing default passwords, b) require user password changes at least every 90 calendar days, and c) prohibit the creation of weak passwords (e.g., require a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numerals, where possible) for all computer systems that access or store Texas HHS Confidential Information.

☐ Yes

☐ No

If yes, upon request must provide evidence such as a screen shot or a system report.

Action Plan for Compliance with a Timeline:

Compliance Date:

5. Does each member of Applicant/Bidder's Workforce who will use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information have a unique user name (account) and private password?	☐ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
6. Does Applicant/Bidder lock the password after a certain number of failed attempts and after 15 minutes of user inactivity in all computing devices that access or store Texas HHS Confidential Information?	☐ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
7. Does Applicant/Bidder secure, manage and encrypt remote access (including wireless access) to computer systems containing Texas HHS Confidential Information? (e.g., a formal process exists for granting access and validating the need for users to remotely access Texas HHS Confidential Information, and remote access is limited to Authorized Users). <i>Encryption is required for all Texas HHS Confidential Information. Additionally, FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.</i> <i>For more information regarding FIPS 140-2 encryption products, please refer to:</i> http://csrc.nist.gov/publications/fips	☐ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
8. Does Applicant/Bidder implement computer security configurations or settings for all computers and systems that access or store Texas HHS Confidential Information? (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit exploitation opportunities for hackers or intruders, etc.)	☐ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
9. Does Applicant/Bidder secure physical access to computer, paper, or other systems containing Texas HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.)?	☐ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

10. Does Applicant/Bidder use encryption products to protect Texas HHS Confidential Information that is <u>transmitted</u> over a public network (e.g., the Internet, WiFi, etc.)? If yes, upon request must provide evidence such as a screen shot or a system report. <i>Encryption is required for all HHS Confidential Information. Additionally, FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.</i> <i>For more information regarding FIPS 140-2 encryption products, please refer to: http://csrc.nist.gov/publications/fips</i>	Page 64 of 66 ☐ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
11. Does Applicant/Bidder use encryption products to protect Texas HHS Confidential Information <u>stored</u> on end user devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.)? If yes, upon request must provide evidence such as a screen shot or a system report. <i>Encryption is required for all Texas HHS Confidential Information. Additionally, FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.</i> <i>For more information regarding FIPS 140-2 encryption products, please refer to: http://csrc.nist.gov/publications/fips</i>	☐ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
12. Does Applicant/Bidder require Workforce members to formally acknowledge rules outlining their responsibilities for protecting Texas HHS Confidential Information and associated systems containing HHS Confidential Information before their access is provided?	☐ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
13. Is Applicant/Bidder willing to perform or submit to a criminal background check on Authorized Users?	☐ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
14. Does Applicant/Bidder prohibit the access, creation, disclosure, reception, transmission, maintenance, and storage of Texas HHS Confidential Information with a subcontractor (e.g., cloud services, social media, etc.) unless Texas HHS has approved the subcontractor agreement which must include compliance and liability clauses with the same requirements as the Applicant/Bidder?	☐ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

15. Does Applicant/Bidder keep current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information?	☐ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
16. Do Applicant/Bidder's computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information contain up-to-date anti-malware and antivirus protection?	☐ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
17. Does the Applicant/Bidder review system security logs on computing systems that access or store Texas HHS Confidential Information for abnormal activity or security concerns on a regular basis?	☐ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
18. Notwithstanding records retention requirements, does Applicant/Bidder's disposal processes for Texas HHS Confidential Information ensure that Texas HHS Confidential Information is destroyed so that it is unreadable or undecipherable?	☐ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>
19. Does the Applicant/Bidder ensure that all public facing websites and mobile applications containing Texas HHS Confidential Information meet security testing standards set forth within the Texas Government Code (TGC), Section 2054.516; including requirements for implementing vulnerability and penetration testing and addressing identified vulnerabilities? <i>For more information regarding TGC, Section 2054.516 DATA SECURITY PLAN FOR ONLINE AND MOBILE APPLICATIONS, please refer to: https://legiscan.com/TX/text/HB8/2017</i>	☐ Yes ☐ No
<u>Action Plan for Compliance with a Timeline:</u>	<u>Compliance Date:</u>

SECTION D: SIGNATURE AND SUBMISSION (to be completed by Applicant/Bidder)

Please sign the form digitally, if possible. If you can't, provide a handwritten signature.

1. I certify that all of the information provided in this form is truthful and correct to the best of my knowledge. If I learn that any such information was not correct, I agree to notify Texas HHS of this immediately.

2. Signature

3. Title

4. Date:

To **submit** the completed, signed form:

- Email the form as an attachment to the appropriate Texas HHS Contract Manager(s).

Section E: To Be Completed by Texas HHS Agency Staff:

Agency(s):

HHSC: ☐

DFPS: ☐

DSHS: ☐

Requesting Department(s):

Legal Entity Tax Identification Number (TIN) (Last four Only):

--	--	--	--	--	--	--	--	--	--

PO/Contract(s) #:

Contract Manager:

Contract Manager Email Address:

Contract Manager Telephone #:

Contract Manager:

Contract Manager Email Address:

Contract Manager Telephone #:

Contract Manager:

Contract Manager Email Address:

Contract Manager Telephone #:

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AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.B.

DATE SUBMITTED: June 15, 2022

MEETING DATE: June 20, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Andrew Harvey

Agenda Item: Consideration and action, if any, on renewal of term and second modification to the Memorandum of Understanding between City of Pharr and South Texas College for the Basic Peace Officer Certification Program.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: The City received notice of renewal and modification that relates to the Memorandum of Understanding (MOU) between City of Pharr and South Texas College with an effective date September 23, 2019. Pursuant to the second modification, the current term of the MOU expires on August 31, 2022, and is subject to annual renewal upon written agreement of both parties entered into prior to the termination of the current term.

STC and the City wish to modify the MOU, by replacing the one-year term with a two-year term. The new term will begin September 1, 2022 and end August 31, 2024. Except as modified, the terms and conditions of the MOU and the first modification shall be unchanged and shall remain in full force and effect.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: Not to approve

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Patricia Rigney
Karla Saavedra
City Management Office

Created/Initiated - 6/15/2022
Approved - 6/16/2022
Approved - 6/17/2022
Final Approval - 6/17/2022



Office of the President
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f (956) 872-8368

P.O. Box 9701, McAllen, TX 78502-9701
www.SouthTexasCollege.edu

June 2, 2022

Mr. Andy Harvey, Jr.
City Manager/Chief of Police
City of Pharr
118 S. Cage Blvd.
Pharr, Tx 78577

RE: RENEWAL OF TERM AND SECOND MODIFICATION AGREEMENT
Memorandum of Understanding
South Texas College and City of Pharr, Texas (City of Pharr Police Department)

Dear Mr. Harvey,

This Notice of Renewal and Second Modification relates to the Memorandum of Understanding ("MOU") between South Texas College ("STC") and the City of Pharr, Texas ("City") with an effective date of September 23, 2019, as modified by a Modification Agreement ("First Modification") between the parties dated June 7, 2021, pursuant to which the parties agreed to a framework of mutual commitments and responsibilities in connection with the Basic Peace Officer Certification Program as more fully described in the MOU.

Pursuant to the Second Modification, the current term of the MOU expires on August 31, 2022, and is subject to annual renewal upon written agreement of both parties entered into prior to the termination of the current term.

STC and the City hereby agree to modify the MOU, as modified by the First Modification, by replacing the one-year renewal term with a two-year renewal term. In addition, STC and the City hereby elect to renew the MOU at the end of the current term for a two-year-term, effective September 1, 2022 and ending August 31, 2024, and continue to perform their objectives and responsibilities pursuant to the MOU.

The parties acknowledge and agree that neither party is in default of any of its obligations, promises or representations set forth in the MOU as subsequently modified. Except as modified hereby, the parties agree that the terms and conditions of the MOU and the First Modification shall be unchanged and shall remain in full force and effect.

Accepted and agreed to as of the date set forth above:

STC South Texas College

Dr. Ricardo J. Solis
President

(City) City of Pharr

Mr. Andy Harvey, Jr.
City Manager and Chief of Police

Memorandum of Understanding

Between

South Texas College

And

City of Pharr, Texas

City of Pharr Police Department

Police Academy/Basic Peace Officer Certification

I. Background and Purpose

This Memorandum of Understanding (the "MOU") is made between South Texas College ("STC") and the City of Pharr ("City"), through the City's Police Department ("Pharr PD"). (STC and the City are sometimes referred to herein collectively as the "Parties" and individually as a "Party.") STC requires the use of Pharr PD's license from the Texas Commission on Law Enforcement ("TCOLE") in connection with the operation and administration of STC's Police Academy at the Regional Center for Public Safety Excellence (the "Center") and to provide training and education to students as part of the Basic Peace Officer Certification Program (the "Program"). In addition, as required by the TCOLE curriculum and in order to carry out the Program, STC's Police Academy requires the use of the target range owned by Pharr PD.

STC has been using Pharr PD's TCOLE license since September, 2001. STC's Law Enforcement Program has graduated 32 peace officers who have earned AAS degrees and has issued a Basic Peace Officer Certificate to 177 cadets. This MOU will allow the continued close working relationship between STC and Pharr PD, and will help ensure STC's access to the TCOLE license and to the City's facilities in order to conduct the training required for the operation of the Police Academy.

This MOU has two primary objectives with respect to the Program. The first is to establish the respective responsibilities of the Parties to this MOU. The second is to ensure that the Parties understand how their respective roles support each other while following the procedures set forth in this MOU.

The Program will follow the course requirements specified by TCOLE and operated under the Pharr PD academy contract with TCOLE. This MOU does not encompass the continuing education program provided through the Center to current law enforcement officers in the Rio Grande Valley.

II. Requirements to Become a Texas Peace Officer

The Parties acknowledge that students in the Program are subject to the following requirements to become a licensed peace officer in the state of Texas:

1. Compliance with the minimum standards for enrollment and initial licensure;
2. Successful completion of the basic licensing course;
3. Passing of the state licensing examination; and
4. Appointment by a law enforcement agency.

III. College Academic Credit

The Parties acknowledge and agree that students graduating from the Program will be eligible to receive from STC twenty-four (24) credit hours upon completing an additional six (6) credit hours of STC courses in the Associate of Applied Science – Law Enforcement program.

IV. Role of South Texas College

1. Designate the program chair to serve as the liaison between STC and Pharr PD in accordance with STC's Board-approved policies and organizational structure.
2. Oversee the implementation of the Program curriculum based on TCOLE standards as well as recommendations to the design of the curriculum provided by the Pharr Police Advisory Committee.
3. Employ for the Program TCOLE-qualified instructors who also meet STC credentialing requirements and who shall be considered for employment through the evaluation by a committee that includes representatives from Pharr PD.
4. Recruit and pre-screen potential students in accordance with TCOLE and Pharr PD requirements.
5. Register students participating in the Program and provide Pharr PD with official class rosters.
6. Provide Pharr PD with the final grade, clearance letter, and exams of all students who have consented to a release of this information.
7. Provide students with the opportunity to prepare and submit faculty evaluations at the end of each semester and share the results with Pharr PD.
8. Oversee the preselection process, student registration, and enrollment in the Program.
9. Coordinate, where applicable, the financial aid process for STC.
10. Collect tuition and fees from all students and apply waivers, where appropriate, in accordance with state law for employed candidates.

IV. Role of the City of Pharr and the Pharr Police Department

1. Designate a representative from Pharr PD to serve as a liaison between Pharr PD and STC.
2. Serve, along with STC, in an advisory capacity including the review of syllabi and instructional materials for all Program coursework, beyond TCOLE requirements.
3. Observe classroom instruction and provide feedback to STC.
4. Address and reasonably accommodate all TCOLE requirements, including the Police Academy's use of Pharr PD's facilities.
5. Designate a representative from Pharr PD to serve on STC's instructor search committees. Review and comment on job descriptions and applications in connection with the employment of Program instructors.
6. Provide to STC a letter of clearance for each student in the Program related to criminal histories, physical aptitude, psychological fitness, urinalysis, and any other required tests; the clearance letters shall be provided no fewer than 30 days before the commencement of a Program session and Pharr PD shall serve as the custodian of those records.
7. At the end of each Program session, following receipt and evaluation of student records, provide those students who have completed the coursework with the endorsement necessary to take the TCOLE peace officer exam.
8. Allow use of the Pharr PD target range to provide weapons training to students.
9. Ensure compliance with STC Policy 6326 (Concealed Carry and Weapons on Campus) as it applies to students and personnel when accessing STC property and facilities.
10. Ensure compliance with all STC policies applicable to students to the extent such policies are not in conflict with TCOLE requirements.

V. Termination and Modification

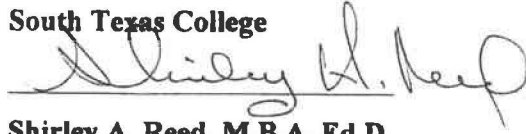
1. This MOU is effective upon signature and shall continue in effect until August 31, 2020, unless earlier terminated pursuant to its terms. Upon mutual written agreement of the Parties entered into prior to the termination date, including any extension thereof, this MOU may be renewed for successive one-year periods without limitation. To be effective and binding, any request for modifications, amendments and/or extensions of this MOU must be mutually agreed upon, submitted in writing, and signed by the Parties hereto.
2. If a Party materially fails to perform its duties and obligations in accordance with the terms of this MOU, the other Party may terminate this MOU upon ten (10) days' advance written notice of termination setting forth the nature of the material failure. The termination will not be effective if the material failure is fully cured before the end of the 10-day period.
3. Either Party may terminate this MOU for convenience by giving thirty (30) days' written notice to the other Party. Notwithstanding the foregoing, if a Program training course is in session during the time the notice of termination is issued, termination under this paragraph shall become effective only upon the completion of the training course.

VI. Acknowledgements

1. 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 activities, efforts or services arising under the terms of this MOU.
2. This MOU is intended solely for the benefit of each of the Parties hereto and does not confer third-party beneficiary rights upon any other person.
3. A waiver by any Party of any breach of any of the terms or conditions of this MOU shall not be construed as a waiver of any succeeding breach. All rights, remedies and obligations contained in this MOU shall be cumulative and shall not be in limitation of any other right, remedy or obligation of any party. If any provision of this MOU, as applied to any party or to any circumstances, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this MOU or the validity or enforceability of this MOU.
4. This MOU constitutes the complete agreement between Parties relating to the subject matter herein and describes all prior and contemporaneous proposals, agreements, understandings, representations, and communications, whether oral or written, relating to the subject matter herein.
5. Each term or provision of this MOU shall be valid and enforced as written to the full extent permitted by law. If any provision of this MOU is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this MOU, such provision shall be fully severable. This MOU shall remain in full force and effect, unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this MOU.
6. 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.

The following Parties attest to the contents of this MOU and agree to implement the provisions contained herein.

South Texas College



Shirley A. Reed, M.B.A., Ed.D.
President

9/23/19

Date

City of Pharr



Alex Meade
City Manager

9/19/19

Date

Pharr Police Department



Jose Luengo
Chief of Police

9-19-19

Date

**APPROVED BY
CITY COMMISSION**

ON: 5/6/19 AB.
REVISED



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.C.

DATE SUBMITTED: June 15, 2022

MEETING DATE: June 20, 2022

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Ed Wylie

Agenda Item: Consideration and action, if any, on Amendment Number 4 in the amount of \$168,881.50 to the Professional Engineering Services Agreement with Structural Engineering Associates, Inc. (SEA) for the Pharr-Reynosa Bridge Expansion Presidential Permit Application.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: Amendment Number 4 to the Professional Engineering Services Agreement with SEA for the Pharr-Reynosa Bridge Expansion Presidential Permit Application, more commonly known as the Twin Span Bridge, is for archaeological work that is required by the Texas Historic Commission (THC) in their permit conditions for the project. The extent of the archaeological requirements was unanticipated based on previous project, and that is why this additional scope was not included in the original agreement. The work will be completed by SEA's environmental sub-consultant, Raba Kistner, Inc.

The items in Amendment Number 4 include the following:
Additional Survey Efforts (backhoe, carbon dating, additional time, etc.)
Geo-archaeological Services
Underwater Archaeological Survey(PROJECT# 1920-01-528-S012-001)

Fiscal Consideration:

Original Agreement: \$1,656,735.44

Amend. No. 1: \$3,988,334.00

Amend. No. 2: \$50,001.00

Amend. No. 3: \$88,243.73

Amend. No. 4: \$168,881.50

Revised Agreement: \$5,952,195.67

Staff Recommendation: Staff recommends approval of Amendment Number 4 in the amount of \$168,881.50 to the agreement with SEA for the Pharr-Reynosa Bridge Expansion Presidential Permit Application.

Alternatives: No alternatives. The Texas Historic Commission is requiring additional archaeological work in the permit conditions.

Exclude Material from Public Packet? No

Reason: No exclusion.

ROUTING:

Maria Rangel	Created/Initiated - 6/15/2022
Ignacio Amezcua	Approved - 6/16/2022
Patricia Rigney	Approved - 6/16/2022
Karla Saavedra	Approved - 6/17/2022
City Management Office	Final Approval - 6/17/2022

**PROJECT AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES**

AMENDMENT NO. 4

The Contract between **Structural Engineering Associates, Inc.** and the **City of Pharr** which was executed by the parties on **October 24, 2018** for the **Pharr-Reynosa Bridge Expansion Presidential Permit Application**, is hereby amended by mutual agreement as follows:

- A. Modification to Section 1 – Scope of Work – Additional Scope of Work as stated on Exhibit A.
- B. Modification to Section 5 – Professional Service Fee – Increase to Fee as stated in Exhibit A.

This amendment adds **\$168,881.50** to the contract and the maximum total payable under the entire contract, including all amendments, is changed from \$ 5,783,314.17 to **\$ 5,952,195.67.**

All other terms and conditions of the existing contract not changed by this Amendment shall remain in full force and effect.

APPROVAL OF AMENDMENT NO. 4

**Structural Engineering Associates, Inc.
3838 N.W. Loop 410
San Antonio, TX 78229**

ENGINEERING FIRM

By: _____
Signature

David T. Covarrubias, PE
ENGINEER

SIGNED on this the _____ day of _____, 20 ____.

Andy Harvey
City Manager
City of Pharr, Texas

SIGNED on this the _____ day of _____, 20 ____.

EXHIBIT A



**STRUCTURAL ENGINEERING
ASSOCIATES, INC.**
CONSULTING ENGINEERS

3838 N.W. LOOP 410
SAN ANTONIO, TX 78229

E-mail: sea@seatx.com

(210) 735-9202
FAX (210) 735-2074

TBPE FIRM REGISTRATION No. F-199

DAVID T. COVARRUBIAS, P.E.
SALVADOR H. LOPEZ
SIDNEY "SID" A. MIELKE, P.E.
MARTIN R. COVARRUBIAS, P.E.
FARREN S. BASSE, P.E.
WILLIAM "MAC" M. GLEESON, P.E.
MELVIN K. LARA, P.E.
DANIEL M. MORALES, P.E.
BINAYA SHRESTHA, P.E.
SAMIN DEHKHARGHANIAN, P.E.

JOHNNIE C. CHING, P.E.
CHARLES F. GARZA
ERNEST J. MECHE, P.E.
DAVID A. ROCHA, P.E.
ALLEN G. SHIAU, P.E.
SAM O. PALOMERO, P.E.
JOHNNY E. MARTINEZ, P.E.
DANIEL B. RODRIGUEZ, P.E.
JAIME OZUNA JR., P.E.

June 8, 2022

Ms. Maria Rangel, P.E.
The City of Pharr
118 S. Cage Blvd.
Pharr, Texas 78577

Ref: Pharr International Bridge Expansion Project
Additional Professional Services Scope and Fee Proposal #4

Dear Ms. Rangel,

As was discussed during our briefing to the City Commission on Monday, June 6, 2022, after submitting an Archeology investigation permit application to the Texas Historic Commission (THC), the terrestrial application reviewer required that the excavations be performed deeper than was originally requested, and further required that the services of a geo-archeologist be retained to evaluate and catalogue the soil strata encountered during the archeologic investigations. Another THC reviewer also requested that an underwater archeological survey be performed of the Rio Grande River within the project affected zone. Our project team was able to get the terrestrial reviewer to agree to excavate only down until natural ground water is encountered. In addition, it has been required to perform carbon dating on any artifacts uncovered during either the terrestrial or under water studies.

Therefore, we are respectfully request an amendment be approved for our contract to compensate for the additional services requested by the THC to the previously approved archeological excavations studies on the project. The additional fee for these additional services is \$ 168,881.50. We have included written copies of the scope and fee proposals from our subconsultant Raba Kistner for these additional services.

We request consideration and approval of these additional services, by the Pharr City Commission at the earliest possible date. While our project development team is making every effort to commence these additional services as soon as possible, since we are now securing the services of outside specialty consultants, we are working with them to be able to insert this work into their existing schedules. In this regard, we anticipate actually mobilizing for this work on or about mid July, 2022. We will provide a firm start date and estimated completion date as soon as possible.

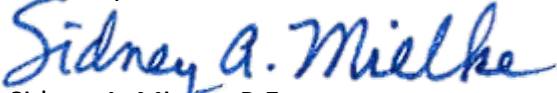
Ms. Maria Rangel, P.E.

May 17, 2022

Page 2 of 2

As always please do not hesitate to contact us should you have any further questions and/or comments regarding this proposal.

Sincerely,



Sidney A. Mielke, P.E.

Senior Project Manager

Cc: David T. Covarrubias, P.E., SEA
Alani Alanis, Assistant City Manager
Luis Bazan, Bridge Director



12821 W. Golden Lane
San Antonio, TX 78249

PO Box 690287
San Antonio, TX 78269

P 210.699.9090
F 210.699.6426
TBPE Firm F-3257

WWW.RKCI.COM

Proposal No. PSF22-080-00 Rev. 2
June 7, 2022

AMENDED AGREEMENT FORM

AS AN ADDITION TO THE FOLLOWING AGREEMENT:

Project Name: ***Pharr-Reynosa International Bridge Expansion Project
Pharr, Hidalgo County, Texas***

RKI Project No.: *ASF20-049-01*

RKI Proposal No(s): *PSF21-184-00, dated June 9, 2021 and PSF22-080-00 Rev.1, dated
March 4, 2022*

WE HEREBY AUTHORIZE RABA KISTNER, INC. (RKI) TO PERFORM THE FOLLOWING ADDITIONAL SERVICE(S):

Raba Kistner, Inc. (RKI) has prepared this amended agreement for Structural Engineering Associates, Inc. (CLIENT), to expand the previously authorized scope of services described in ***RKI Proposal No. PSF21-184-00, dated June 9, 2021 and PSF22-080-00 Rev.1, dated March 4 2022***, which pertains to cultural resources investigations for the Pharr-Reynosa International Bridge Expansion Project in Pharr, Hidalgo County, Texas. The original scope of work entailed a pedestrian survey augmented by shovel testing and associated reporting. However, upon review of the background study, the Texas Department of Transportation provided comments warranting backhoe trenching. A revised proposal (PSF22080-00 Rev. 1, dated March 4 2022) was sent out and agree to. After submission of the scope of work and permit application, reviewed by the Texas Historical Commission (THC), the terrestrial archaeology reviewer required: 1) that depths of the trenches reach 15 to 18 feet rather than 12 feet; 2), a geoarchaeologist be on the team to assess the trenches; 3) that temporally diagnostic artifacts be collected along with unique or rare artifacts; and 4) radio carbon samples be collected if a site is encountered. In addition, as the proposed project extends into the Rio Grande, the THC marine archaeologist required an underwater archaeological survey be conducted.

Due to the requirements from the THC the previously approved cost is insufficient to meet the agency's requirements. The following presents the cost of the additional work required by the THC.

COSTS

EXISTING PROJECT BUDGET: **\$60,715.00**

ADDITIONAL COSTS:

Cost for additional survey efforts	\$66,635.00	<i>(includes backhoe cost, curation, C-14) dating, additional time in the field, and subconsultant mgmt)</i>
Cost for geoarcheological services	\$38,444.00	
Underwater archaeological survey	\$63,802.50	

REVISED PROJECT TOTAL: **\$229,632.50**

Proposal	Cost
PSF22-080-00 Rev 1 (Previously Authorized)	\$60,751.00
Revised Project Total	\$229,632.50
<i>Difference (Additional Services Request)</i>	<i>\$168,881.50</i>

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 and Hidalgo County, Texas. Our services will be performed in accordance with this letter agreement and the previously executed agreement referenced above. Please sign, date, and return one signed copy of this form to provide written confirmation of your authorization for our firm to commence work on the specific services outlined herein.

SIGNATURE:	X	DATE:	
PRINTED NAME:	Sidney A. Mielke		
COMPANY NAME:	Structural Engineering Associates		
COMPANY ADDRESS:	3838 NW Loop 410		
CITY, STATE, ZIP:	San Antonio, Texas 78229		
PHONE NUMBER:	210.735.9202	CELL PHONE NUMBER:	210.861.3126
E-MAIL:	smielke@seatx.com		

Very truly yours,

RABA-KISTNER, INC.



Sam Blanco, AICP, PMP
Vice President

SB/AP/bc

Copies Submitted: Above (1 Electronic PDF Copy)



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.D.

DATE SUBMITTED: June 16, 2022

MEETING DATE: June 20, 2022

FROM: Jose Pena, IT Director

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, ratifying agreement between City of Pharr and Zencity Technologies US, Inc. for community analysis software subscription services.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: The City is needing software for analyzing trends within the community.
(Project# 2122-01-518-P028-001)

Fiscal Consideration: \$40,000

Staff Recommendation: Staff recommends approval.

Alternatives: NA

Exclude Material from Public Packet? No

Reason: NA

ROUTING:

Jose Pena
Ignacio Amezcua
Karla Saavedra
Patricia Rigney
Anali Alanis
City Management Office

Created/Initiated - 6/16/2022
Approved - 6/16/2022
Approved - 6/16/2022
Approved - 6/16/2022
Approved - 6/16/2022
Final Approval - 6/17/2022



ZENCITY ORDER FORM

Order form #: 4449583

Order form prepared for: City of Pharr, TX

Order form expiration date: June 23 2022

This Order Form ("**Order Form**") is entered into between the Zencity entity detailed below ("**Zencity**"), and the entity identified below ("**Customer**", and jointly with Zencity the "**Parties**"), as of the Effective Date (as defined below) which shall remain in effect for the duration of the Initial Term as defined below and any renewal term (the "**Term**") unless agreed otherwise explicitly and in writing between the Parties. This Order Form includes and incorporates the Zencity Terms and Conditions attached hereto as Appendix A (the "**T&Cs**"). In the event of any conflict between this Order Form and the T&Cs, the terms of this Order Form shall prevail. All prices are quoted in USD.

ZENCITY	
Entity (legal) name:	Zencity Technologies US, Inc.
Full address:	1313 N Market St, Suite 5100 Wilmington, DE 19801
Contact:	Jean Chavannes
Phone:	(347) 997-0460
Email:	jean@zencity.io

CUSTOMER	
Entity (legal) name:	City of Pharr, TX
Full address:	118 S Cage Blvd Pharr, TX 78577
Contact:	Andy Harvey
Phone:	(956) 402-4000
Email:	andy.harvey@pharr-tx.gov

RECURRING FEES						
Name	SKU	Product Description	Unit Price	QTY (units)	Initial Term Discount	Net Price
Zencity Organic	ZC-ORG	SaaS Platform for gathering and processing organic feedback from channels throughout the client's community and translating that data into quickly digestible analysis and personalized insights, for cities with up to 100,000 residents including: • Full integration with all data sources provided by Zencity • User credentials for city manager and an additional 9 users • Up to 10 annual Zencity Insight reports • Setup of unlimited Zencity Projects • Personal Customer Success Manager • Personal Data Analyst	\$31,000	1 year	35%	\$20,000
Blockwise Quarterly	ZC-BQ	• Recurring survey measuring resident safety and trust in law enforcement agencies, with ongoing scores always viewable from a live dashboard and results aggregated into a report each quarter.	\$31,000	1 year	35%	\$20,000
Total Gross List Price						\$62,000
Total Initial Term Discounts						\$22,000
Total Fees						\$40,000

Any additional modules, quantity increases or other custom development and integration work requested by Customer during the Term shall require an Order Form executed by the Parties, and shall be subject to the prevailing Zencity rate card subject to amendment from time to time.

ORDER FORM TERMS	
Effective Date:	The date attached the Customer's signature below.
Initial Term:	12 months, commencing on the Effective Date.
Fees:	The Fees are exclusive of any applicable taxes (including sales tax) and withholdings, which will be added to the Fees and paid by Customer, to the extent applicable.
Payment Terms:	The Fees shall be payable on an annual basis within 30 days of the Effective Date
Customer Billing Contact:	Name: Andy Harvey, Phone: [], Email: andy.harvey@pharr-tx.gov
Customer PO # (if applicable):	

CUSTOMER

Signature: Andy Harvey
Name: Andy Harvey
Title: City Manager
Date: June 13, 2022

ZENCITY

Signature: Eyal Feder-Levy
Name: Eyal Feder-Levy
Title: CEO
Date: June 13, 2022

Appendix A

Zencity Terms and Conditions

1. SOFTWARE LICENSE & SUPPORT SERVICES

- 1.1. Subject to the terms and conditions of these Zencity Terms and Conditions and of the applicable Order Form (collectively, the "**Agreement**"), Zencity hereby grants to Customer a personal, non-exclusive, non-transferable limited license to use the products and services licensed by Zencity to Customer (the "**Licensed Program**") identified in the applicable Order Form entered into by Zencity and Customer and the documentation and user manuals for the Licensed Program supplied by Zencity to Customer throughout the Term (the "**Documentation**").

For the purposes of this Section 1.1, the term "use" shall be only in accordance with the confidentiality provisions of this Agreement and shall include the rights to use the Licensed Program only for the use of the Customer's organization, company or institution.

For the purposes of this Section 1.1 the term "use" shall not include: (i) the right to make, use, or sell products incorporating the Licensed Program, or (ii) the right to sub-license the Licensed Program.

No right is granted to the source code of the Licensed Program or to create derivative works thereof or to transfer ownership of the media containing such software except as a part of, or with, or for use in the equipment with which it operates.

- 1.2. Routine customer support is available via email. Any claim will be answered within 24 hours of the report. On or before the Effective Date, Customer and Zencity shall each designate a liaison as a respective point of contact for technical issues. Each party may change such liaison upon written notice from time to time at reasonable intervals. Zencity will not be obligated to provide support to any person other than the Customer's designated liaison.
- 1.3. During the Term, Customer may have access to Updates upon request at no additional cost. "**Updates**" shall mean certain new features as determined by Zencity, or fixes of minor errors in the Licensed Program which are incorporated in a new release of the Licensed Program.
- 1.4. Certain upgrades can be delivered to Customer upon commercial terms and conditions to be agreed upon. "**Upgrades**" shall mean enhancements, new functionalities that are added into the Licensed Program.

2. RESTRICTIONS AND RESPONSIBILITIES

- 2.1. Customer agrees not to, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Licensed Program, Documentation or data related to the Licensed Program, except to the extent such a restriction is limited by applicable law; modify, translate, or create derivative works based on the Licensed Program; or copy, reproduce, rent, lease, distribute, assign, sell, or otherwise dispose of the Licensed Program, in whole or in part, or otherwise commercially exploit, transfer, or encumber rights to the Licensed Program; or remove any proprietary notices.
- 2.2. Customer will use the Licensed Program only in compliance with all applicable laws and regulations (including, but not limited to, any export restrictions, surveillance and monitoring restrictions, and any privacy and data protection requirements).
- 2.3. Customer shall be responsible for obtaining and maintaining any equipment and other services needed to connect to, access, or otherwise use the Licensed Program and Customer shall also be responsible for (a) ensuring that such equipment is compatible with the Licensed Program, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) for all uses of Customer user accounts with or without Customer's knowledge or consent. To the extent Customer provides any Personal Data (as defined below) of personnel for registration purposes, Customer represents and warrants that it has any right, license, consent, and power and it has provided any notice, all as required under applicable law, to provide Zencity with such Personal Data and will be fully and solely responsible for providing only Personal Data of personnel related to the Customer.
3. **PROPRIETARY RIGHTS.** Zencity retains all right, title, and interest in the Licensed Program, Documentation and any future modifications and enhancements thereof, and all intellectual property rights (including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark, and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature) therein. Customer is granted only a limited right of use to the Licensed Program and Documentation as set forth herein, which right of use is not coupled with an interest and is revocable in accordance with the terms of this Agreement. Deliverables or reports generated for the Customer in the course of the provision of the services, shall be the property of the Customer.
4. **CONFIDENTIALITY.** Each party (the "**Receiving Party**") agrees not to disclose (except as permitted herein) any Confidential Information of the other party (the "**Disclosing Party**") without the Disclosing Party's prior written consent. "**Confidential Information**" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable License Agreement). Zencity's Confidential Information includes, without limitation, the software underlying the Licensed Program and all Documentation. The Receiving Party agrees: (i) to use and disclose the Confidential Information only in connection with this Agreement; and (ii) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Receiving Party shall, before receipt or usage of such Confidential Information inform its personnel of Receiving Party's confidentiality obligations under this Agreement. Notwithstanding the foregoing, Confidential Information does not include

information that: (i) has become publicly known through no breach by the Receiving Party; (ii) was rightfully received by the Receiving Party from a third party without restriction on use or disclosure; or (iii) is independently developed by the Receiving Party without access to such Confidential Information. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

5. DATA AND MATERIALS LICENSE.

- 5.1. Customer grants Zencity a non-exclusive, transferable, perpetual, worldwide, and royalty-free license to use any data or information provided by Customer for use in, by, or in connection with the Licensed Program, any information collected, and/or any analysis of any such information conducted by the Licensed Program.
- 5.2. Any content created by Customer and provided to Zencity for use in connection with the Licensed Program or other services provided by Zencity ("**Customer Materials**") shall be the sole property of the Customer. Customer hereby grants Zencity and its successors and assigns a perpetual, irrevocable, transferrable, worldwide, royalty-free, fully paid-up, and non-exclusive license under any of Customer's intellectual property, moral or privacy rights to use, copy, distribute, display, modify and create derivative works of any Customer Materials for the provision of the services in accordance with the terms of this Agreement. The parties acknowledge that Zencity does not require any Personal Data to be provided in order to provide the Licensed Program and Customer undertakes that it shall not provide Zencity with any Personal Data as part of the Customer Materials. To the extent the Customer Materials shall include any Personal Data it shall be incidental and Customer shall be fully liable for such Personal Data in accordance with the terms of this Agreement and applicable law.

6. FEES.

- 6.1. The fees for the Licensed Program ("**Fees**") are set forth in the applicable Order Form. Properly submitted invoices for which payment is not received within fourteen (14) days of the invoice due date shall accrue a late charge of 1.5% interest per month, compounding annually. The Fees are exclusive of any applicable taxes, which, if payable by Zencity, shall be billed to and paid by Customer, including any bank fees related to the Customer's wire transfer. Customer may not withhold or set-off any amounts from the Fees. For the avoidance of doubt, discounts or credits relating to any term defined in any Order Form shall apply to said term only and shall not carry over to any Renewal Term.

7. TERM & TERMINATION

- 7.1. This Agreement shall commence on the Effective Date and continue for the period of the Licensed Program purchased pursuant to any applicable and outstanding Order Form, including any renewal term, unless earlier terminated in accordance with this Section 7. In the event of any Renewal Term, the Fees payable for the Licensed Program shall be updated as specified in the Order Form. Either party may terminate this Agreement immediately by giving written notice to the other party if: (i) the other party breaches a material provision of this Agreement and fails to cure the breach within seven (7) days after being given written notice thereof; or (ii) the other party is judged bankrupt or insolvent, makes a general assignment for the benefit of its creditors, a trustee or receiver is appointed for such party; or any petition by or on behalf of such party is filed under any bankruptcy or similar laws.
- 7.2. The Customer shall have the right to terminate this Agreement for convenience by providing Zencity 30 days prior written notice.
- 7.3. Each payment obligation of Customer is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by Zencity, the Agreement may be terminated by Customer by providing Zencity 30 days prior written notice. No penalty shall accrue to Customer in the event this provision is exercised, and Customer shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit Customer to terminate this Agreement to acquire similar services from another party.
- 7.4.
- 7.5. Upon termination, Customer will pay in full for the Licensed Program up to and including the effective date of termination. Upon any termination of this Agreement: (a) the license of the Licensed Program hereunder shall immediately terminate; and (b) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.
- 7.6. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

8. WARRANTY AND DISCLAIMER

- 8.1. Zencity represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Licensed Program shall perform in accordance with generally prevailing industry standards.
 - 8.2. Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; (ii) it owns all right, title, and interest in and to all data, including without limitation, any Personal Data that may be included therein, provided to Zencity (if any) for use in connection with this Agreement, or possesses the necessary authorization thereto; and (iii) Zencity's use of such data or materials including Customer Materials as contemplated hereunder will not violate the rights of any third party; (iv) it has all right, license and consent required to provide Zencity with the Customer Materials, including Personal Data contained therein, if and to the extent provided in accordance with Section 5.2 above; (v) the Customer Materials and Zencity's use thereof in accordance with the terms of this Agreement does not and will not infringe upon any third party's right; and (vi) it shall at all times use the Licensed Program in compliance with applicable law. "**Personal Data**" have the definition ascribed to it by the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("**GDPR**") or any parallel term in the jurisdiction in which the Licensed Program is being used.
 - 8.3. ZENCITY DOES NOT WARRANT THAT USE OF THE LICENSED PROGRAM WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE LICENSED PROGRAM. EXCEPT AS SET FORTH IN THIS SECTION 8, THE LICENSED PROGRAM IS PROVIDED "AS IS" AND ZENCITY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ZENCITY DOES NOT WARRANT THAT ANY OR ALL FAILURES, DEFECTS OR ERRORS WILL BE CORRECTED, OR WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED PROGRAM WILL MEET CUSTOMER'S REQUIREMENTS.
 - 8.4. To the extent the Licensed Program or any services provided by Zencity hereunder are provided through or in connection with any third-party services, Zencity shall not have any responsibility for any technical issues or limitations resulting from the use of such third-party service, including actions of Zencity on such third-party service taken on behalf of and at the instruction of Customer. Customer acknowledges and agrees that use of any third-party service shall be in accordance with such third party's terms and privacy policy.
9. **LIMITATION OF LIABILITY.** NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS, AND EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR RELATED TERMS AND CONDITIONS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA (EXCEPT AS OTHERWISE SET FORTH IN SECTIONS 2.3 AND 5.2) OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO ZENCITY (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE LICENSED PROGRAM UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.
10. **MISCELLANEOUS.** Capitalized terms not otherwise defined in these Terms and Conditions have the meaning set forth in the applicable License Agreement. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of God, act of governmental authority, or due to war, riot, labor difficulty, pandemic, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing. Zencity shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with Zencity's website and marketing materials, subject to Customer's trademark usage guidelines (as provided to Zencity). If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable or transferable by either party without the other party's prior written consent, provided however that either party may assign this Agreement to a successor to all or substantially all of its business or assets. This Agreement (including the License Agreement) is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs. All notices under this Agreement will be in writing and will be deemed to have been duly given when received if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of Texas without regard to its conflict of laws provisions and the competent courts of Hidalgo county, Texas shall have exclusive jurisdiction to hear any disputes arising hereunder.

SOLE SOURCE AFFIDAVIT

1. My name is **Jacob Silber**. I am over the age of 18, have never been convicted of a felony and am competent to make this affidavit.

I am authorized to sign contracts for the following company or firm:

Company: Zencity Technologies US Inc.

Address: 1313 N Market Street, Suite 5100

Wilmington, Delaware, 19801

202-979-4009

Email: jacob@zencity.io

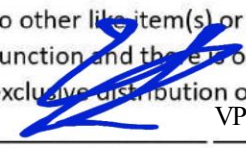
2. The above named company or firm is the sole source of the following item(s) and no other company or firm in the United States of America sells or distributes the products listed below:

1. **Zencity Organic**
2. **Blockwise**

3. Competition in providing the above named item(s) is precluded due to:

- ☒ A patent (*patent pending*)
- ☐ A copyright
- ☐ A secret process
- ☐ A monopoly
- ☐ It is a film
- ☐ It is a manuscript
- ☐ It is a book
- ☐ It is a utility service, including electricity, gas, or water
- ☐ It is a captive replacement part or component for equipment

4. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function and there is only one price for the above named item(s) or product(s) because of exclusive distribution or marketing rights.

 VP Finance and Operations June 9, 2022

Signature of Authorized	Official Title of Authorized	Official Date
-------------------------	------------------------------	---------------

NOTARY USE ONLY

Subscribed and Sworn to before me this 9th day of June, 2022.

State of North Dakota, County of Cass.

Signature of Applicant



Signature of Notary Public

Myra A. Kosak
Notary Public
State of North Dakota
My Commission Expires June 8, 2025

This notarial act involved the use of communication technology.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 9.E.

DATE SUBMITTED: June 16, 2022

MEETING DATE: June 20, 2022

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Ed Wylie

Agenda Item: Consideration and action, if any, on acceptance of the Northside Community Center Phase I as complete and release of final balance with retainage in the amount of \$142,724.06 to Davila Construction, Inc.

Classification: Regular

(* If closed session, City Attorney must review and approve.)

Issue: Davila Construction, Inc. has submitted their final invoice for completion of Phase I of the Northside Community Center, now known as Pharr One. Phase I includes the civil work for the project, as well as the foundations for the various structures.

The Architect, Contractor and City are in agreement that Phase I is complete.

(PROJECT# 1920-01-510-C012-001)

Fiscal Consideration:

Original Contract Amount: \$2,774,058

Final Contract Amount: \$2,774,058

Paid to Date: \$2,631,333.94

Final Payment & Retainage: \$142,724.06

Staff Recommendation: Staff recommends accepting Phase I of the Northside Community Center as complete and releasing final payment as soon as close-out documents are received.

Alternatives: The project is complete. No alternative--only the option to close-out the project together with Phase II.

Exclude Material from Public Packet? No

Reason: No exclusion.

ROUTING:

Maria Rangel
Ignacio Amezcua
Patricia Rigney

Created/Initiated - 6/16/2022
Approved - 6/16/2022
Approved - 6/16/2022

Karla Saavedra
City Management Office

Approved - 6/17/2022
Final Approval - 6/17/2022