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, NOVEMBER 21, 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 November 2022.

B) City Events of Interest.

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 November 7, 2022 Regular Called Meeting. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

B) Consideration and action, if any, on Resolution entering into an agreement with the Texas Department of Transportation for street closure of US 281 (Cage Boulevard) from Clark Avenue to Kelly Avenue and Business 83 from Birch Street to Bluebonnet Avenue for the Christmas Posada from Thursday, December 8, 2022, at 8:00 a.m. until Sunday, December 11, 2022, at 8:00 a.m. **This item supports QL - Quality of Life.** (ADMINISTRATION)

C) Consideration and action, if any, ratifying the purchase of Christmas decorations from Arnett Marketing of San Antonio, Texas through Buy Board # 643-21 in the amount of $97,987.59. **This item supports QL - Quality of Life.** (ADMINISTRATION)

D) Consideration and action, if any, on Pharr Economic Development Corporation II (PEDC II) Line of Credit Renewal with Lone Star National Bank. (PEDC II)

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

1. Gilberto Espino, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Townhouse Residential District (R-TH). The property is legally described as being 0.599 acres more or less, out of Lot 236, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 2816 S. Cage Blvd. COZ#220961 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

2. Pinpoint Investments, LLC., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Single-Family Residential District (R-1) to Single-Family Residential Estate District (R1-E). The property is legally described as being 23.84 acres more or less, out of Lot 73, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 1500 W. Owassa Road. COZ#220962 **This item supports EV - Economic Vitality.** (DEVELOPMENT SERVICES)

REGULAR AGENDA - OPEN SESSION:

6. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Ordinance repealing and replacing Ordinance No. O-2022-39 regulating emergency ambulance services *(1st Reading)*. **This item supports QL - Quality of Life.** (EMERGENCY MEDICAL SERVICES)

B) Consideration and action, if any, on Ordinance amending Ordinance No. O-2020-23 regarding Substandard Structures *(1st Reading)*. **This item supports QL - Quality of Life.** (BUILDING AND CODE COMPLIANCE)

C) Consideration and action, if any, on Ordinance amending Ordinance No. O-2010-40 regarding Building and Standards Commission *(1st Reading)*. **This item supports QL - Quality of Life.** (BUILDING AND CODE COMPLIANCE)

D) Consideration and action, if any, on Resolution declaring surplus items and equipment from the Pharr Police Department and authorizing the sale of such items via Enterprise Fleet Management Inc. **This item supports SSC - Safe and Secure Community**. (POLICE)

E) Consideration and action, if any, on Resolution executing an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for Moore Road between Jackson Road and Cage Boulevard (CSJ: 0921-02-436). **This item supports IF - Infrastructure.** (ENGINEERING)

7. ADMINISTRATIVE:

A) Consideration and action, if any, on authorizing CAXCAN S.A. de C.V. Ingenieros Civiles to conduct field studies and conceptual plan (Phase V) for Bridge Expansion Project (Twin Bridge/Second Span) in Mexico. **This item supports IF - Infrastructure**. (BRIDGE)

8. PURCHASING:

A) Consideration and action, if any, on the purchase of a 2024 MACK MD6 truck from Volvo & Mack Trucks of Waco through The Interlocal Purchasing System (TIPS) Contract No. 200802 in the amount of $127,229.00. **This item supports QL - Quality of Life.** (PUBLIC WORKS)

B) Consideration and action, if any, on the purchase of a VACTOR 2100i truck from Doggett Freightliner of South Texas LLC out of Austin, TX through The Interlocal Purchasing System (TIPS) Contract No. 200206 in the amount of $472,215.00 **This item supports IF - Infrastructure**. (PUBLIC WORKS)

9. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, on Change Order No. 1 for an additional 112 calendar days to the contract with Castle Enterprises, LLC for the Fir Avenue Paving Improvements Project for a final completion date of June 23, 2023. **This item supports IF - Infrastructure**. (ENGINEERING)

B) Consideration and action, if any, authorizing City Manager to accept a grant in the amount of $4,000 from Superior HealthPlan for the purchase of smoke/carbon monoxide detectors for distribution to the public. **This item supports SSC - Safe and Secure Community**. (FIRE)

C) Consideration and action, if any, authorizing City Manager to ratify a contract with HCA Gulf Coast Division to provide emergency and non-emergency ground ambulance service. **This item supports EV - Economic Vitality.** (EMERGENCY MEDICAL SERVICES)

D) Consideration and action, if any, authorizing City Manager to sign an agreement terminating the contract with Quick Med Claims. **This item supports EV - Economic Vitality.** (EMERGENCY MEDICAL SERVICES)

E) Consideration and action, if any, authorizing City Manager to extend the Service contract with Pro-Tech Exterminating Services from McAllen, TX for City Wide Pest Control Services. **This item supports IF - Infrastructure**. (PURCHASING)

F) Consideration and action, if any, on agreement with Pyro Shows of Texas for the Christmas Tree Lighting Ceremony fireworks display on November 28, 2022 in amount of $2,500.00. **This item supports QL - Quality of Life.** (FIRE)

G) Consideration and action, if any, on agreement with Pyro Shows of Texas for the New Year's Eve Drop fireworks display on December 31, 2022 in the amount of $10,500.00 . **This item supports QL - Quality of Life.** (FIRE)

H) Consideration and action, if any, ratifying contract for labor services for TeamPharr.net Project Phase V in the amount of $9,813,027.07. **This item supports QL - Quality of Life.** (ADMINISTRATION)

I) Consideration and action, if any, on addendum of the State Plan of Operation between the Pharr Police Department and the Law Enforcement Support Office (LESO).**This item supports SSC - Safe and Secure Community**. (POLICE)

J) Consideration and action, if any, on agreement between City of Pharr and DocuSign, Inc. for electronic document signature subscription services. **This item supports SG - Sound Governance and Fiscal Sustainability.** (IT)

K) Consideration and action, if any, authorizing City Manager to execute a Three Party Mutual Nondisclosure Agreement (NDA) with Calix, Inc and Tyler Technologies, Inc for use of billing interface for TeamPharr.net. **This item supports SG - Sound Governance and Fiscal Sustainability.** (IT)

L) Consideration and action, if any, on agreement with Garry Moore Amusements for carnival rides at City of Pharr Christmas Posada in the amount of $45,0000. **This item supports QL - Quality of Life.** (ADMINISTRATION)

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:

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.perez@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 18th day of November 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 18th day of November 2022

CITY OF PHARR PHARR, TEXAS

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: November 21, 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: November 16, 2022
MEETING DATE: November 21, 2022

FROM: Karla Saavedra, Finance Director

DEPARTMENT: Finance

DIRECTOR: Karla Saavedra

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

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

Issue:
SALES TAX HIGHLIGHTS
The City of Pharr shows an INCREASE of 8.97% YTD TRUE GROWTH compared to last Year 2021 and -1.75% compared to last November 2021 Payments.

Fiscal Consideration:
n/a

Staff Recommendation: Presentation only

Alternatives: n/a

Exclude Material from Public Packet? No
Reason: n/a

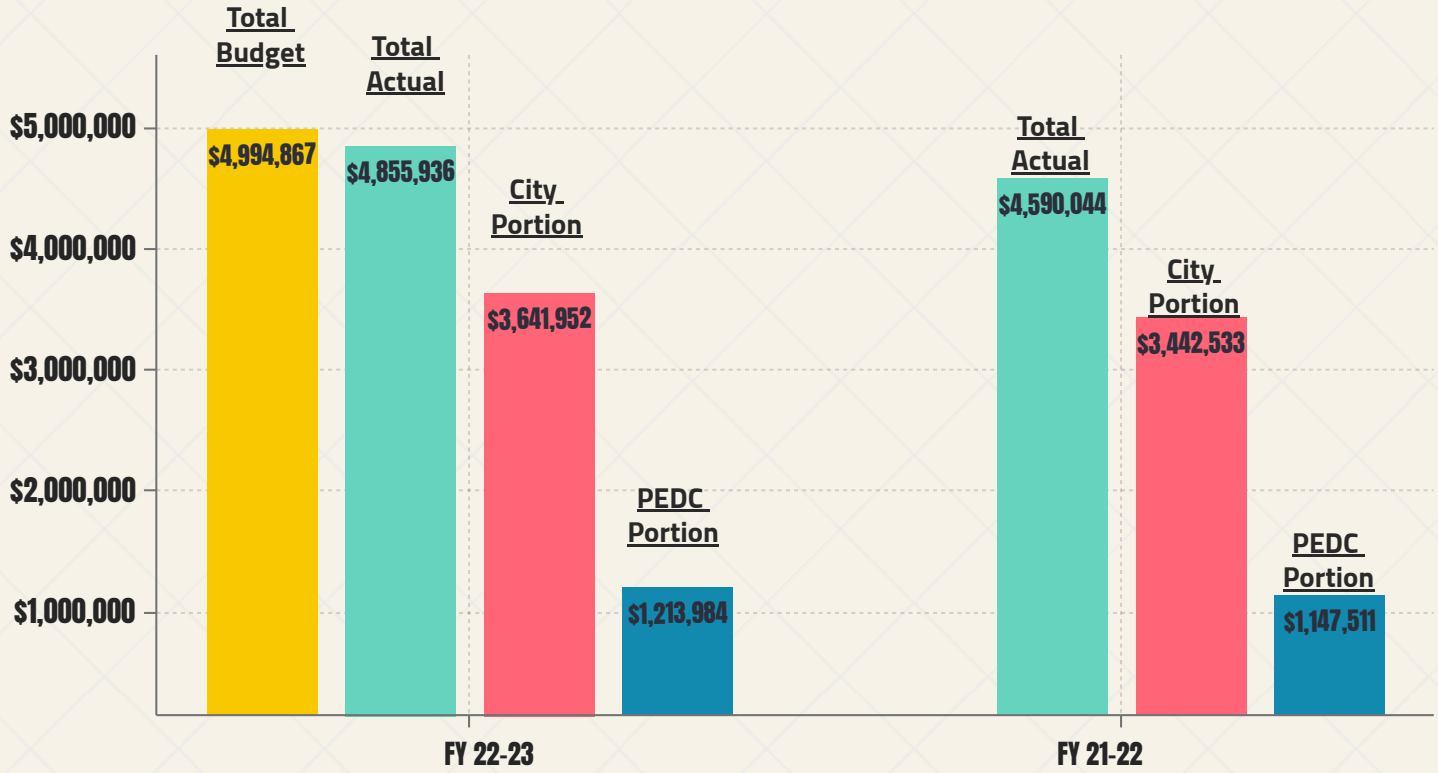
ROUTING:

Karla Saavedra	Created/Initiated - 11/16/2022
Karla Saavedra	Approved - 11/16/2022
Patricia Rigney	Approved - 11/17/2022
City Management Office	Final Approval - 11/18/2022

CITY OF PHARR SALES TAXES

as of November 2022
FY 2022-2023

SALES TAXES COLLECTIONS
Cash Basis by Fiscal Year



8.97% YTD

Increase in Sales Tax from Last Year*

-1.75%

Compared to November 2021 Cash Basis.

Ranked No. 7

compared to neighbor Cities

*Growth is based on Calendar Year per Texas State Comptroller.

FY 22-23 (2nd month) growth is 5.79 % YTD

CREATED BY

Karla Saavedra, CGFO

WE ARE TEAM PHARR

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 4.B.
DATE SUBMITTED:
MEETING DATE: November 21, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR:

Agenda Item: City Events of Interest.

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 #: 5.A.
DATE SUBMITTED: November 18, 2022
MEETING DATE: November 21, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Approval of Minutes for November 7, 2022 Regular Called Meeting.
This item supports SG - Sound Governance and Fiscal Sustainability.

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

Issue: Minutes for meeting held on Monday, November 7, 2022

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval

Alternatives: N/a

Exclude Material from Public Packet? No
Reason: N/A

ROUTING:

Hilda Pedraza
City Management Office

Created/Initiated - 11/18/2022
Final Approval - 11/18/2022

MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
MONDAY, NOVEMBER 7, 2022
118 SOUTH CAGE 2nd FLOOR

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, November 7, 2022 and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT: Mayor Ambrosio Hernandez
Comm. Ramiro Caballero
Mayor Pro Tem Daniel Chavez
Comm. Ricardo Medina
Comm. Itza Flores

BOARD OF COMMISSIONERS ABSENT: Comm. Eleazar Guajardo
Comm. Roberto "Bobby" Carrillo

STAFF PRESENT: Anali Alanis, Interim City Manager
Edward Wylie, Deputy City Manager
Hilda Pedraza, City Clerk
Ruben Alfaro, City Engineer
Karla Saavedra, Finance Director
Veronica Ramirez, HR Director
Juan Villescas, Municipal Judge
Juan Gonzalez, Interim Police Chief
Pilar Rodriguez, Fire Chief
Roland Gomez, Code Compliance Director
Kimberly Mendoza, Dev. Srvcs. Director
Rodrigo Davila, Public Works Director
Ruben Rosales, Public Utilities Dir.
Cynthia Castro, Parks & Rec. Asst. Director
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Ignacio Amezcua, Purchasing Director
Danny Ramirez, E.M.S. Chief
Marcela Beas, Chamber President
Yuri Gonzalez, Chief Comm. Officer
Sara Salinas, PS Communications

CITY ATTORNEY Patricia Rigney, City Attorney

ITEM 1. CALL TO ORDER

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

Mayor Hernandez called the meeting to order at 4:02 p.m. Roll call established a quorum.

Comm. Medina **moved** to excuse absent members. Comm. Caballero seconded the motion and when put to a vote, it carried unanimously.

B) PLEDGE OF ALLEGIANCE/INVOCATION

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

ITEM 2. PROCLAMATIONS

A) PROCLAMATION PROCLAIMING NOVEMBER 2022 AS LUNG CANCER AWARENESS MONTH

Mayor Hernandez read proclamation proclaiming November 2022 as Lung Cancer Awareness Month. He stated lung cancer awareness month was observed annually in November and highlights the need for more research while cultivating a better understanding of the disease.

Staff from the DHR Lung Cancer Screening Center and Advance Care Center received the proclamation. They stressed the importance of early detection and annual screening, especially for those who are over 50 and smoke. They also shared tips to help prevent lung cancer and thanked the Commission for the recognition.

Comm. Flores entered the meeting at this point of the agenda. The time being 4:06 pm.

B) PROCLAMATION PROCLAIMING NOVEMBER 7, 2022 AS MAYORS' MONARCH PLEDGE DAY

Comm. Caballero read proclamation proclaiming November 7 ,2022 as Mayors' Monarch Pledge Day. He stated the monarch butterfly was an iconic endangered North American species whose multigenerational migration and metamorphosis have captured the imagination of millions of Americans.

Hanna Marble, Urban Ecologist, and Cynthia Castro, Assistant Director of Parks & Recreation received the proclamation and urged all citizens to help protect the Monarch and create healthy habitats to support their conservation.

C) PROCLAMATION PROCLAIMING NOVEMBER 26, 2022 AS SMALL BUSINESS SATURDAY

Comm. Chavez read proclamation proclaiming November 26, 2022 as Small Business Saturday. He stated the City of Pharr was proud to celebrate its local businesses and the contributions they make to our local economy.

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Marcela Beas, Chamber President, and local business owners accepted the proclamation and shared the importance of supporting local small businesses in Pharr.

ITEM 3. PUBLIC TESTIMONY

No one signed up to speak.

ITEM 4. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

Mayor Hernandez opened the public hearing. There being no comments from the public, the public hearing was closed.

ITEM 5. CITY MANAGER'S REPORTS

A) CITY EVENTS OF INTEREST

Anali Alanis, Interim City Manager, introduced the item and stated recap videos of the Pharr One building Ribbon Cutting and Salute to Veterans Day Parade events last week would be presented.

Anali Alanis, Interim City Manager, stated the Pharr International Bridge would be hosting their first annual Trucksgiving Luncheon on Thursday, November 10, 2022 from 11:00 a.m. to 2:00 p.m. at their administration offices. She extended an invitation to all trucking businesses to attend.

Anali Alanis, Interim City Manager, reported Movies at the Park would be on Saturday, November 12, 2022 at Dr. William Long/City School Park. The movie featured will be The Nightmare Before Christmas and would begin at sunset. She further reported the Caffeine and Gasoline event would take place on Saturday, November 18, 2022 at HUB Food Park from 7:30 a.m. to 11:30 a.m. She stated there would be free coffee, donuts, gift card giveaway and more.

Anali Alanis, Interim City Manager, further reported the Lighting of the Christmas Tree would take place on Monday, November 28, 2022 from 6:30 p.m. to 7:00 p.m. in downtown Pharr.

ITEM 6. CONSENT AGENDA

A) APPROVAL OF MINUTES FOR OCTOBER 17, 2022 REGULAR CALLED MEETING. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILIT (ADMINISTRATION)

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B) CONSIDERATION AND ACTION, IF ANY, ON REQUEST FROM MOTHER CABRINI CHURCH FOR ASSISTANCE DURING THE CABALGATA A LA VIRGEN DE GUADALUPE ON SUNDAY, DECEMBER 11, 2022 FROM 1:00 PM TO 3:00 PM. THIS ITEM SUPPORTS QL - QUALITY OF LIFE (ADMINISTRATION)

C) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE AMENDING THE CODE OF ORDINANCES ARTICLE V, SECTION 2-249 VITAL STATISTICS RECORDS FEES (3RD AND FINAL READING). THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY (ADMINISTRATION)

D) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE REGARDING WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN STAGE 2 (3RD AND FINAL READING). THIS ITEM SUPPORTS QL - QUALITY OF LIFE (PUBLIC UTILITIES)

E) CONSIDERATION AND ACTION, IF ANY, ON ORDINANCE EXTENDING THE BOUNDARIES OF THE PRESENT CORPORATE LIMITS OF THE CITY OF PHARR, TEXAS AND ANNEXING NEW TERRITORY INTO THE CITY OF PHARR CONSISTING OF APPROXIMATELY 13.12 ACRES OF LAND, MORE OR LESS, OUT OF LOT 249, KELLY PHARR SUBDIVISION, GENERALLY LOCATED ON THE SOUTH SIDE OF WEST JAVELINA DRIVE, APPROXIMATELY 0.40 MILES EAST OF SOUTH JACKSON ROAD, EXTRATERRITORIAL JURISDICTION OF THE CITY OF PHARR, TEXAS. (3RD AND FINAL READING) THIS ITEM SUPPORTS EV - ECONOMIC VITALITY (DEVELOPMENT SERVICES)

F) CONSIDERATION AND ACTION, IF ANY, ON AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT WITH THE CITY FOR THE CONSOLIDATION OF THE ASSESSMENT AND COLLECTION OF PROPERTY TAXES. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY (FINANCE)

G) CONSIDERATION AND ACTION, IF ANY, RATIFYING AGREEMENT WITH PARKS COFFEE FOR THE LEASE OF COFFEE EQUIPMENT AT PARK BENCH DELI. THIS ITEM SUPPORTS SE - SERVICE EXCELLENCE (ADMINISTRATION)

H) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR SEALED BIDS ON A SUPPLY CONTRACT FOR THE PURCHASE OF ACTIVE WEAR FOR THE FIRE DEPARTMENT. THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY (PURCHASING)

I) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR SEALED BIDS ON A SUPPLY CONTRACT FOR THE PURCHASE OF STRUCTURAL FIREFIGHTING PERSONAL PROTECTIVE

DRAFT

EQUIPMENT FOR THE FIRE DEPARTMENT. THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY (PURCHASING)

J) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR SEALED BIDS ON A SUPPLY CONTRACT FOR THE PURCHASE AND DELIVERY OF HMAC, COLD MIX, AND CALICHE. THIS ITEM SUPPORTS IF - INFRASTRUCTURE (PURCHASING)

K) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR SEALED BIDS ON A SERVICE CONTRACT FOR CITY WIDE LANDSCAPING SERVICES. THIS ITEM SUPPORTS SE - SERVICE EXCELLENCE (PURCHASING)

L) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ADVERTISE FOR PROPOSALS FOR CAPITAL LEASE FINANCING FOR CAPITAL EQUIPMENT APPROVED FOR FY 2022-2023.THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY (FINANCE)

Anali Alanis, Interim City Manager, introduced the item.

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

Ordinance Nos. O-2022-46, O-2022-47, and O-2022-48 are filed with the City Clerk's office.

At this time, Mayor Hernandez, stated they would deviate from the agenda and go to closed session. There was no objection.

ITEM 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

The time being 4:43 p.m., Mayor Hernandez 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 11. RECONVENE

The time being 5:25 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

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REGULAR AGENDA - OPEN SESSION

ITEM 7. ORDINANCES AND RESOLUTIONS:

A) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION DETERMINING A PUBLIC NECESSITY TO ACQUIRE CERTAIN REAL PROPERTY; GIVING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE REAL PROPERTY FOR A PUBLIC PURPOSE; ESTABLISHING PROCEDURES FOR THE ACQUISITION OF PROPERTY; DETERMINING THE ESTATE TO BE ACQUIRED; ESTABLISHING FAIR MARKET VALUE FOR THE PROPERTY TO BE ACQUIRED, AND DIRECTING THE CITY MANAGER OR DESIGNEE TO COMMUNICATE OFFERS TO OWNERS FOR PURCHASE OF PROPERTY, APPROPRIATING FUNDS, AND AUTHORIZING CONDEMNATION PROCEEDINGS BY CITY ATTORNEY; RATIFICATION OF PRIOR ACTS (ENGINEERING)

Mayor Hernandez introduced the item.

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

Resolution No. R-2022-39 is filed with the City Clerk's Office.

B) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION AUTHORIZING CITY OF PHARR EXPENDITURES REIMBURSEMENT ITSELF FROM THE PROCEEDS OF ONE OR MORE TAX-EXEMPT FINANCING FOR CERTAIN EXPENDITURES MADE AND/OR TO BE MADE IN CONNECTION WITH THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF CERTAIN CAPITAL IMPROVEMENTS. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY (FINANCE)

Mayor Hernandez introduced the item.

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

Resolution No. R-2022-40 is filed with the City Clerk's Office.

ITEM 8. PURCHASING

A) CONSIDERATION AND ACTION, if any, ON THE PURCHASE OF SEVEN (7) MOBILE DATA TERMINALS FOR USE BY THE FIRE DEPARTMENT ON FRONT LINE FIRE APPARATUS FROM GTS TECHNOLOGY SOLUTIONS OUT OF AUSTIN, TX UTILIZING TEXAS DEPARTMENT OF INFORMATION RESOURCES (DIR) COOPERATIVE PURCHASING CONTRACT IN THE

AMOUNT OF $81,711.22. THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY (FIRE)

Mayor Hernandez 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 THE PURCHASE OF A CITY-WIDE PAVEMENT ASSESSMENT FROM H2O PARTNERS FROM AUSTIN, TX THROUGH HGACBUY CONTRACT NO. HP08-21 IN THE AMOUNT OF $67,962.00. THIS ITEM SUPPORTS IF - INFRASTRUCTURE (ENGINEERING)

Mayor Hernandez introduced the item.

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

ITEM 9. CONTRACTS/AGREEMENTS:

A) CONSIDERATION AND ACTION, IF ANY, ON SERVICE AGREEMENT WITH THE DEAF AND HARD OF HEARING CENTER FOR SIGN LANGUAGE INTERPRETING SERVICES. THIS ITEM SUPPORTS QL - QUALITY OF LIFE (ADMINISTRATION)

Mayor Hernandez 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, AUTHORIZING PHARR POLICE DEPARTMENT TO ENTER INTO A STATE AND LOCAL HIDTA TASK FORCE AGREEMENT WITH THE DRUG ENFORCEMENT AGENCY. THIS ITEM SUPPORTS SSC - SAFE AND SECURE COMMUNITY (POLICE)

Mayor Hernandez introduced the item and asked staff how many positions were opened.

Juan Gonzalez, Interim Police Chief, stated one officer would be assigned, and the DEA Task Force would provide funding for any overtime, office space, or training while assigned to the task force. The City of Pharr would compensate the assignment of officer with city funds for salary and benefits.

Mayor Hernandez stated officers should have a wide range of opportunities to participate with other agencies and take advantage of the funding opportunities available.

DRAFT

There being no further discussion, Comm. Medina **moved** to approve. Comm. Flores seconded the motion and when put to a vote, it carried unanimously.

C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO EXTEND THE SERVICE CONTRACT TO GENERATE CHLORINE DIOXIDE, TO PURCHASE SODIUM CHLORITE, AND TO LEASE NEW EQUIPMENT WITH EVOQUA WATER TECHNOLOGIES OUT OF SARASOTA, FL. THIS ITEM SUPPORTS IF - INFRASTRUCTURE (PURCHASING)

Mayor Hernandez introduced the item.

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

D) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO AGREEMENT WITH FLEETCOR TECHNOLOGIES OPERATING COMPANY, LLC. - FUELMAN FROM ATLANTA, GA FOR FUEL CARD SERVICES UTILIZING OMNIA PARTNERS CONTRACT # R211101.THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY (PURCHASING)

Mayor Hernandez introduced the item.

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

E) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AFFILIATION AGREEMENT WITH TEXAS A&M TEXAS ENGINEERING EXTENSION SERVICE (TEEX) FOR EMS STUDENTS' CLINICAL RIDE-OUTS. THIS ITEM SUPPORTS SE - SERVICE EXCELLENCE (EMERGENCY MEDICAL SERVICES)

Mayor Hernandez introduced the item.

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

F) CONSIDERATION AND ACTION, AUTHORIZING CITY MANAGER TO EXTEND THE SERVICE CONTRACT WITH INSULNATION, LLC. FROM MISSION, TX FOR THE CITY WIDE HVAC ON-CALL AND MAINTENANCE SERVICES. THIS ITEM SUPPORTS IF - INFRASTRUCTURE (PURCHASING)

Mayor Hernandez introduced the item.

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

G) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO A CONTRACT AGREEMENT WITH A RETAIL ELECTRIC PROVIDER (REP) FOR ELECTRIC SERVICES. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (PURCHASING)

Mayor Hernandez introduced the item.

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

H) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AWARD A PROPOSAL FOR MARKETING SERVICES FOR THE TEAMPHARR.NET PROJECT. THIS ITEM SUPPORTS IF - INFRASTRUCTURE (PURCHASING)

Mayor Hernandez introduced the item and stated no action would be taken.

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 5:33 p.m.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ
MAYOR

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

ON THIS THE 7th DAY OF NOVEMBER 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:

DRAFT

_____
HILDA PEDRAZA, CITY CLERK

APPROVED:

DRAFT

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.B.
DATE SUBMITTED: November 17, 2022
MEETING DATE: November 21, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on Resolution entering into an agreement with the Texas Department of Transportation for street closure of US 281 (Cage Boulevard) from Clark Avenue to Kelly Avenue and Business 83 from Birch Street to Bluebonnet Avenue for the Christmas Posada from Thursday, December 8, 2022, at 8:00 a.m. until Sunday, December 11, 2022, at 8:00 a.m. **This item supports QL - Quality of Life.**

Classification: Consent

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

Issue: The City of Pharr wishes to enter into an agreement with the State of Texas, acting, by and through the Texas Department of Transportation, for the temporary street closure of a street for a festival.

Since the Christmas Posada event date was changed to December 10, 2022, previously December 9, 2022, a new resolution is needed to adjust the closure dates. Additionally, Garry Moore Amusements is required by state law to set up the big carnival rides two days prior to the date of the event. Therefore, street closure is being requested from Thursday, December 8, 2022, at 8:00 a.m. until Sunday, December 11, 2022, at 8:00 a.m.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No
Reason: N/A

ROUTING:

Hilda Pedraza	Created/Initiated - 11/17/2022
Patricia Rigney	Approved - 11/17/2022
City Management Office	Final Approval - 11/18/2022

RESOLUTION R-2022-__

A RESOLUTION OF THE CITY OF PHARR TEXAS, AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF PUBLIC TRANSPORTATION FOR PUBLIC EVENT IN THE CITY LIMITS OF PHARR

The City of Pharr wishes to enter into an agreement with the State of Texas, acting by and through the Texas Department of Transportation for temporary closure of a street for a public event.

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

That the closure of US 281 (Cage Boulevard) from Clark Avenue to Kelly Avenue and Business 83 from Birch Street to Bluebonnet Avenue for the Christmas Posada from Thursday, December 8, 2022, at 8:00 a.m. until Sunday, December 11, 2022, at 8:00 a.m.

That all rules and procedures of 43 Tex., Adm. Code, Section 22.12 have been established for the temporary closure of a segment of the State highway system and this agreement has been developed in accordance with the rules and procedures.

This resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED this 21st day of November 2022, by the Board of Commissioners of the City of Pharr, Texas.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ, MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.C.
DATE SUBMITTED: November 14, 2022
MEETING DATE: November 21, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, ratifying the purchase of Christmas decorations from Arnett Marketing of San Antonio, Texas through Buy Board # 643-21 in the amount of $97,987.59. **This item supports QL - Quality of Life.**

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

Issue: Ratifying the purchase of christmas decorations for City Hall and Pharr One buildings.
(PROJECT# 2223-01-522-P007-001)

Fiscal Consideration: $97,987.59

Staff Recommendation: Staff recommends approval.

Alternatives: Not to purchase.

Exclude Material from Public Packet? No
Reason: N/A

ROUTING:

Hilda Pedraza	Created/Initiated - 11/14/2022
Patricia Rigney	Approved - 11/14/2022
Karla Saavedra	Approved - 11/16/2022
City Management Office	Final Approval - 11/18/2022

ARNETT MARKETING, LLC
2137 Zercher Road
San Antonio, Texas 78209
(210) 826-9700 Office
(210) 826-9084 Fax

PROPOSAL/CONTRACT

DATE	PROPOSAL #
9/21/2022	12564

Name / Address
City of Pharr Mr. Sergio Alanis - Ms. Vanessa Soto 413 E. Clark Pharr, Texas 78577 sergio.alanis@pharr-tx.gov

PLEASE MAKE SURE SHIP TO IS CORRECT
City of Pharr Mr. Sergio Ananis 1011 W. Kelly Ave Pharr, Texas 78577 956-566-0546

Download Our Catalogs
arnettmarketing.com

P.O. No.	Terms
	Due On Receipt

QTY	DESCRIPTION	PRICE EACH	TOTAL
	REVISED 9-27-22 - Changed Candy Canes to 9' H and 12' H REVISED 9-26-33 - Change 3D To All (3) Ornament/Ring ORIGINAL PROPOSAL # 12557 - REVISED - Deleted - train, water tower, railroad crossing, giant teddy bear, trolly car lights		
	** NOTE - ORDER MUST BE PLACED BY SEPTEMBER 30TH TO RECEIVE DISCOUNT PRICES		
	BUY BOARD VENDOR Holiday Lighting & Decorations # 643-21		
	CITY HALL BUILDING DECOR -- (Red Bow Wrapping The Building Roof Line)		
1	188' L Red Bow Wrapping Building Roof Line ** Waiting On Building Measurements PRICE TO BE DETERMINED		0.00
5	6' H Giant Light Bulbs With LED Lights, Fiberglass	2,291.00	11,455.00
1	Light Engine Kit (1 - 3 Bulbs)	239.50	239.50
1	Expansion Light Engine Kit (1 - 2 Bulbs)	159.40	159.40
1	18' L Light Bulb Cord And Giant Plug	2,537.50	2,537.50
5	6' H giant Light Bulbs, No Lights, Fiberglass	1,058.50	5,292.50
1	18' L Light Bulb Cord And Giant Plug	2,537.50	2,537.50

Please Review, Approve by Signing and return by email.

Total

Signature

ARNETT MARKETING, LLC
2137 Zercher Road
San Antonio, Texas 78209
(210) 826-9700 Office
(210) 826-9084 Fax

PROPOSAL/CONTRACT

DATE	PROPOSAL #
9/21/2022	12564

Name / Address	***PLEASE MAKE SURE SHIP TO IS CORRECT***
City of Pharr Mr. Sergio Alanis - Ms. Vanessa Soto 413 E. Clark Pharr, Texas 78577 sergio.alanis@pharr-tx.gov	City of Pharr Mr. Sergio Ananis 1011 W. Kelly Ave Pharr, Texas 78577 956-566-0546

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P.O. No.	Terms
	Due On Receipt

QTY	DESCRIPTION	PRICE EACH	TOTAL
1	EXTRA - 18' L Light Bulb Cord And Giant Plug (For Last Year Bulbs)	2,537.50	2,537.50
1	FBHCC6 - 6' H Candy Cane Single, Fiberglass	882.47	882.47
1	8' H Candy Cane Single, Fiberglass - SOLD OUT	0.00	0.00
1	10' H Candy Cane Single, Fiberglass - SOLD OUT	0.00	0.00
1	FBHCC9 - 9' H Candy Cane, Fiberglass (replaces 8' H candy cane that is sold out)	1,868.47	1,868.47
1	FBHCC12 - 12' H Candy Cane, Fiberglass (replaces 10' H candy cane that is sold out)	2,460.07	2,460.07
1	4' x 4' Replacement Garland Panel With C7 LED Warm White Lights - NO CHARGE (Missing Panel For 2021 - 30' H Christmas Tree)	0.00	0.00
3	LMS-133 - 7.7' H 3D Ornament With Mesh, LED Warm White Twinkling Mini Lights	4,686.90	14,060.70
1	ESTIMATED SHIPPING CHARGES 50% Deposit Required	6,243.30	6,243.30

Please Review, Approve by Signing and return by email.

Total $50,273.91

Signature

ARNETT MARKETING, LLC
2137 Zercher Road
San Antonio, Texas 78209
(210) 826-9700 Office
(210) 826-9084 Fax

PROPOSAL/CONTRACT

DATE	PROPOSAL #
9/21/2022	12564

Name / Address	***PLEASE MAKE SURE SHIP TO IS CORRECT***
City of Pharr Mr. Sergio Alanis - Ms. Vanessa Soto 413 E. Clark Pharr, Texas 78577 sergio.alanis@pharr-tx.gov	City of Pharr Mr. Sergio Ananis 1011 W. Kelly Ave Pharr, Texas 78577 956-566-0546

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P.O. No.	Terms
	Due On Receipt

QTY	DESCRIPTION	PRICE EACH	TOTAL
	REVISED 9-26-33 - Change 3D To All (3) Ornament/Ring ORIGINAL PROPOSAL # 12557 - REVISED - Deleted - train, water tower, railroad crossing, giant teddy bear, trolly car lights		
	** NOTE - ORDER MUST BE PLACED BY SEPTEMBER 30TH TO RECEIVE DISCOUNT PRICES		
	BUY BOARD VENDOR Holiday Lighting & Decorations # 643-21		
	CITY HALL BUILDING DECOR -- (Red Bow Wrapping The Building Roof Line)		
1	188' L Red Bow Wrapping Building Roof Line ** Waiting On Building Measurements PRICE TO BE DETERMINED		0.00
5	6' H Giant Light Bulbs With LED Lights, Fiberglass	2,291.00	11,455.00
1	Light Engine Kit (1 - 3 Bulbs)	239.50	239.50
1	Expansion Light Engine Kit (1 - 2 Bulbs)	159.40	159.40
1	18' L Light Bulb Cord And Giant Plug	2,537.50	2,537.50
5	6' H giant Light Bulbs, No Lights, Fiberglass	1,058.50	5,292.50
1	18' L Light Bulb Cord And Giant Plug	2,537.50	2,537.50

Please Review, Approve by Signing and return by email.

Total

Signature

ARNETT MARKETING, LLC
2137 Zercher Road
San Antonio, Texas 78209
(210) 826-9700 Office
(210) 826-9084 Fax

PROPOSAL/CONTRACT

DATE	PROPOSAL #
9/21/2022	12564

Name / Address	***PLEASE MAKE SURE SHIP TO IS CORRECT***
City of Pharr Mr. Sergio Alanis - Ms. Vanessa Soto 413 E. Clark Pharr, Texas 78577 sergio.alanis@pharr-tx.gov	City of Pharr Mr. Sergio Ananis 1011 W. Kelly Ave Pharr, Texas 78577 956-566-0546

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arnettmarketing.com

P.O. No.	Terms
	Due On Receipt

QTY	DESCRIPTION	PRICE EACH	TOTAL
1	EXTRA - 18' L Light Bulb Cord And Giant Plug (For Last Year Bulbs)	2,537.50	2,537.50
1	6' H Candy Cane Single, Fiberglass	882.47	882.47
1	8' H Candy Cane Single, Fiberglass	1,276.88	1,276.88
1	10' H Candy Cane Single, Fiberglass	1,671.27	1,671.27
1	4' x 4' Replacement Garland Panel With C7 LED Warm White Lights - NO CHARGE (Missing Panel For 2021 - 30' H Christmas Tree)	0.00	0.00
3	LMS-133 - 7.7' H 3D Ornament With Mesh, LED Warm White Twinkling Mini Lights	4,686.90	14,060.70
1	ESTIMATED SHIPPING CHARGES 50% Deposit Required	6,243.30	6,243.30

Please Review, Approve by Signing and return by email.

Total $48,893.52

Signature _____

ARNETT MARKETING, LLC
2137 Zercher Road
San Antonio, Texas 78209
(210) 826-9700 Office
(210) 826-9084 Fax

PROPOSAL/CONTRACT

DATE	PROPOSAL #
9/21/2022	12563

Name / Address
City of Pharr Mr. Sergio Alanis - Ms. Vanessa Soto 413 E. Clark Pharr, Texas 78577 vanessa.soto@pharr-tx.gov

PLEASE MAKE SURE SHIP TO IS CORRECT
City of Pharr Mr. Sergio Ananis 1011 W. Kelly Ave Pharr, Texas 78577 956-566-0546

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P.O. No.	Terms
	Due On Receipt

QTY	DESCRIPTION	PRICE EACH	TOTAL
	Original PROPOSAL # 12556 - Revised 9-21-22 - Deleted tree, building lighting, nutcrackers, lamp post wreaths, garland, tree lighting, deer scene, gift box, lobby tree - added happy holiday sign and snowflakes for light pole		
	** NOTE - ORDER MUST BE PLACED BY SEPTEMBER 30TH TO RECEIVE DISCOUNT PRICES		
	BUY BOARD VENDOR Holiday Lighting & Decorations # 643-21		
	PHARR ONE BUILDING CHRISTMAS DECOR -		
	FRONT OF BUILDING DECOR -		
1	BF-820 - 12' H Wreath, Natural Branch Garland, Triple Frame, With Ball Ornaments, With 48" 3D Structured Red Bow, Warm White LED Lights, Building Front	5,227.93	5,227.93
1	BF-540 - 40' L Happy Holiday Sign, Gold Garland PVC/MET With C9 LED Yellow Lights, With Hardware, Building Front Mount	2,667.40	2,667.40
	STREET LIGHT POLES -		
10	P-524 - 6' H Diamond Snowflake, Silhouette, C7 LED Warm White Bulbs, Pole Mount	646.47	6,464.70

Please Review, Approve by Signing and return by email.	**Total**

Signature

ARNETT MARKETING, LLC
2137 Zercher Road
San Antonio, Texas 78209
(210) 826-9700 Office
(210) 826-9084 Fax

PROPOSAL/CONTRACT

DATE	PROPOSAL #
9/21/2022	12563

Name / Address	***PLEASE MAKE SURE SHIP TO IS CORRECT***
City of Pharr Mr. Sergio Alanis - Ms. Vanessa Soto 413 E. Clark Pharr, Texas 78577 vanessa.soto@pharr-tx.gov	City of Pharr Mr. Sergio Ananis 1011 W. Kelly Ave Pharr, Texas 78577 956-566-0546

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P.O. No.	Terms
	Due On Receipt

QTY	DESCRIPTION	PRICE EACH	TOTAL
	FRENCH GARDEN AREA DECOR - (12' H Angels To Be Placed At Garden Entrance) (11' H Arches To Be Placed Over Sidewalks)		
2	RK3DA-1 - 12' H 3D Trumpeting Angels With Mesh, Warm White LED Mini Lights	8,671.00	17,342.00
16	SAR500 - 8' x 11' Celestial Arch Silhouette, With C7 LED Warm White Lights, Self Standing	620.00	9,920.00
1	ESTIMATED SHIPPING CHARGES	6,091.65	6,091.65
	50% Deposit Required		0.00

Please Review, Approve by Signing and return by email.

Total $47,713.68

Signature _____

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.D.
DATE SUBMITTED: November 18, 2022
MEETING DATE: November 21, 2022

FROM: Maribel Garcia, Executive Administrative Assistant

DEPARTMENT: PEDC II

DIRECTOR: Victor Perez

Agenda Item: Consideration and action, if any, on Pharr Economic Development Corporation II (PEDC II) Line of Credit Renewal with Lone Star National Bank.

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

Issue: NA

Fiscal Consideration: NA

Staff Recommendation: Recommending Approval

Alternatives: NA

Exclude Material from Public Packet? No
Reason: NA

ROUTING:

Maribel Garcia	Created/Initiated - 11/18/2022
Victor Perez	Approved - 11/18/2022
City Management Office	Final Approval - 11/18/2022

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.E.
DATE SUBMITTED:
MEETING DATE: November 21, 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: November 15, 2022
MEETING DATE: November 21, 2022

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Gilberto Espino, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Townhouse Residential District (R-TH). The property is legally described as being 0.599 acres more or less, out of Lot 236, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 2816 S. Cage Blvd. COZ#220961 **This item supports EV - Economic Vitality.**

Classification: Public Hearing
(* If closed session, City Attorney must review and approve.)

Issue: Gilberto Espino, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Townhouse Residential District (R-TH).

Fiscal Consideration: N/A

Staff Recommendation: Development Services is recommending approval of the request to re-zone to Townhouse Residential District (R-TH).

Alternatives: N/A

Exclude Material from Public Packet? No
Reason: N/A

ROUTING:

Kimberly Mendoza	Created/Initiated - 11/15/2022
Patricia Rigney	Approved - 11/16/2022
Kimberly Mendoza	Approved - 11/16/2022
City Management Office	Final Approval - 11/18/2022

Pharr
Development Services

MEMORANDUM

DATE: MONDAY, NOVEMBER 21, 2022

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DEVELOPMENT SERVICES DIRECTOR

THROUGH: ANALI ALANIS, INTERIM CITY MANAGER

SUBJECT: **Re-zoning Request: From General Business District (C) to Townhouse Residential District (R-TH). The property is legally described as being 0.599 acres more or less, out of Lot 236, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 2816 S. Cage Blvd. COZ#220961**

Comprehensive zoning and rezoning regulations and ordinances should be adopted and designed to facilitate, as much as possible, the following items:

1. To lessen congestion;
2. Secure safety from fire, panic and other dangers;
3. To promote health and general welfare;
4. To provide adequate light and air;
5. To protect the overcrowding of land and abutting traffic ways;
6. Avoid undue concentration of population, and;
7. To facilitate the adequate provisions of transportation, water, sewage, schools, parks, and other public requirements as per Local Government Code, Sect. 211.004.

DESCRIPTION OF PROPERTY:

Gilberto Espino, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Townhouse Residential District (R-TH) in order to develop and construct a 31-lot townhouse development.

The subject site is located on the west side of South Cage Boulevard, approximately 1,150 ft south of West Hall Acres and has a physical address of 2816 South Cage

Boulevard. The property is legally described as being 0.599 acre more or less, out of Lot 236, Kelly Pharr Subdivision, Pharr, Hidalgo County, Texas.

The property fronts South Cage Boulevard, a 120' to 150' principle arterial, that runs north and south with a posted speed limit of 40 to 55 miles per hour as identified in the City of Pharr's Thoroughfare Plan.

A portion of the property was rezoned General Business District (C) from Agricultural and/or Open Space (A-O) on August 2, 2021. The remaining portion of the property was rezoned to Residential Multi-Family District (R-MF) on August 2, 2021. The property to the north, south and west were zoned to Agricultural and/or Open Space District (A-O) when the property was annexed to the City of Pharr on May 4, 1976. The property to the north was rezoned to General Business District (C) on December 4, 2007. A portion of the property to the south was rezoned to General Business District (C) on October 3, 1989, leaving the remaining portion as Agricultural and/or Open Space District (A-O). The property to the east was zoned to Planned Unit Development (P.U.D.) on December 21, 1982. There have been no other zoning requests within the vicinity of the subject property since that time. The property is generally designated for commercial use in the Land Use Plan.

The Residential Townhouse District (R-TH) is established to provide adequate space and site diversification for medium-density residential development that is single-family, on separate lots, and typically owner occupied. Townhouse development is a low to medium-density use and before zoning to townhouse usage, the increased requirements for street, water and fire protection, wastewater, drainage, and adequate open space must be met. Townhouse developments must be properly buffered from nonresidential uses and protected from high volumes of non-single-family traffic, or from pollution and/or environmental hazards.

Eight (8) letters were mailed out to the surrounding property owners within a two hundred (200) foot radius on October 28, 2022, and a legal notice was published in the Advance News Journal on October 26, 2022. Staff received no response to the letters or the legal notice.

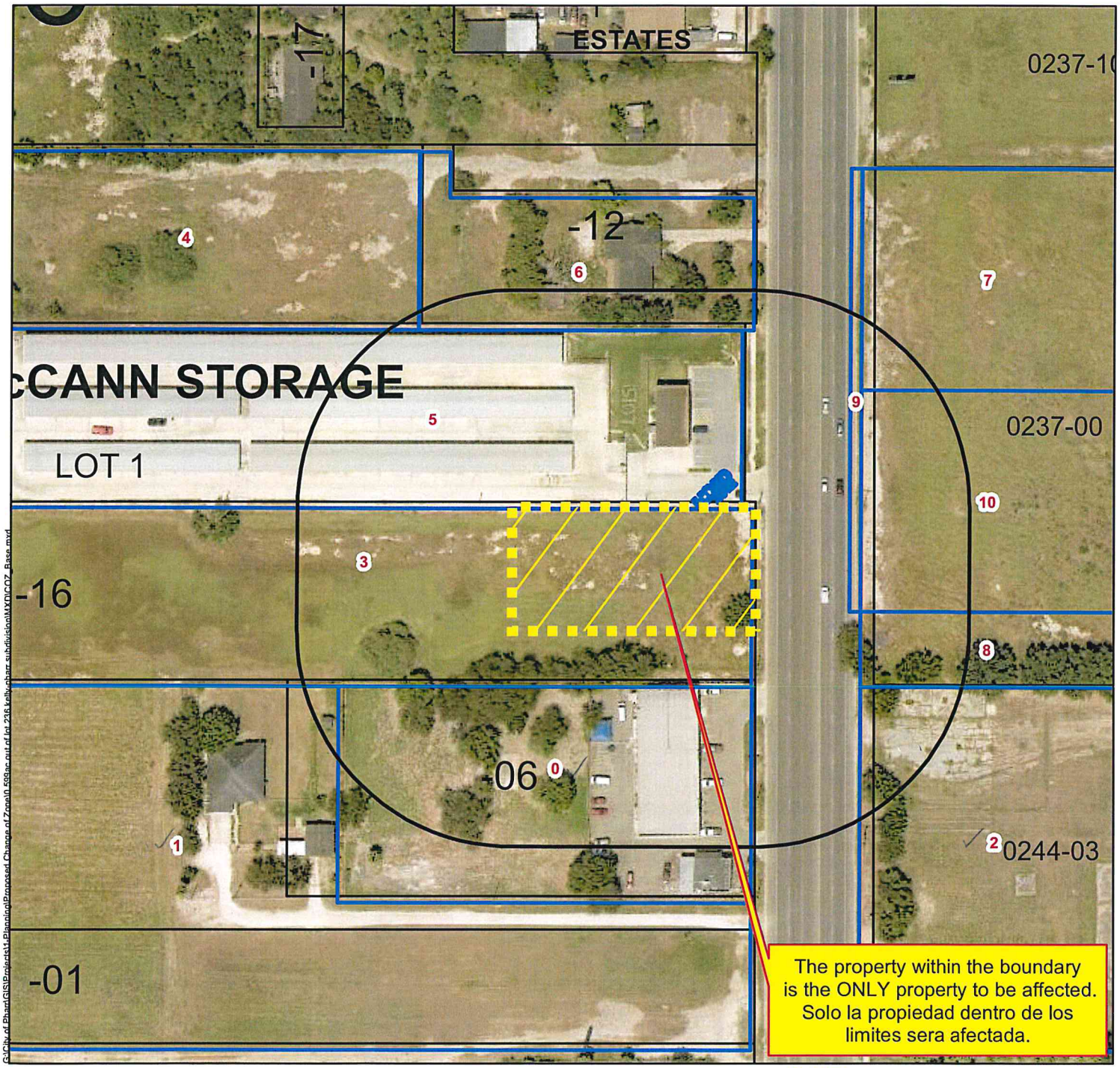
Development Services is recommending **approval** of the request to re-zone to Townhouse Residential District (R-TH) as the property meets area requirements, and has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

NOTE: At the Planning and Zoning Commission meeting of November 14, 2022, the Board voted unanimously to approve the request for a change of zone from General Business District (C) to Townhouse Residential District (R-TH) subject to staff's recommendation. There were five members present and voting.

CITY COMMISSION OPTIONS:

1. **Approve the rezoning request;**
2. **Table the item for:**
   a) **consideration by the full board;**
   b) **additional information;**
   c) **additional time for applicant and adjacent property owners to meet;**
3. **Disapprove the request.**

Proposed Change of Zone
2816 S Cage Blvd - 0.599 ac out of lot 236 Kelly-Pharr Subdivision
Melden & Hunt

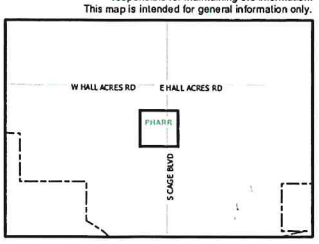


Zoning

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
- Subject Property
- 200 ft. Buffer Zone
- Notified Properties

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.



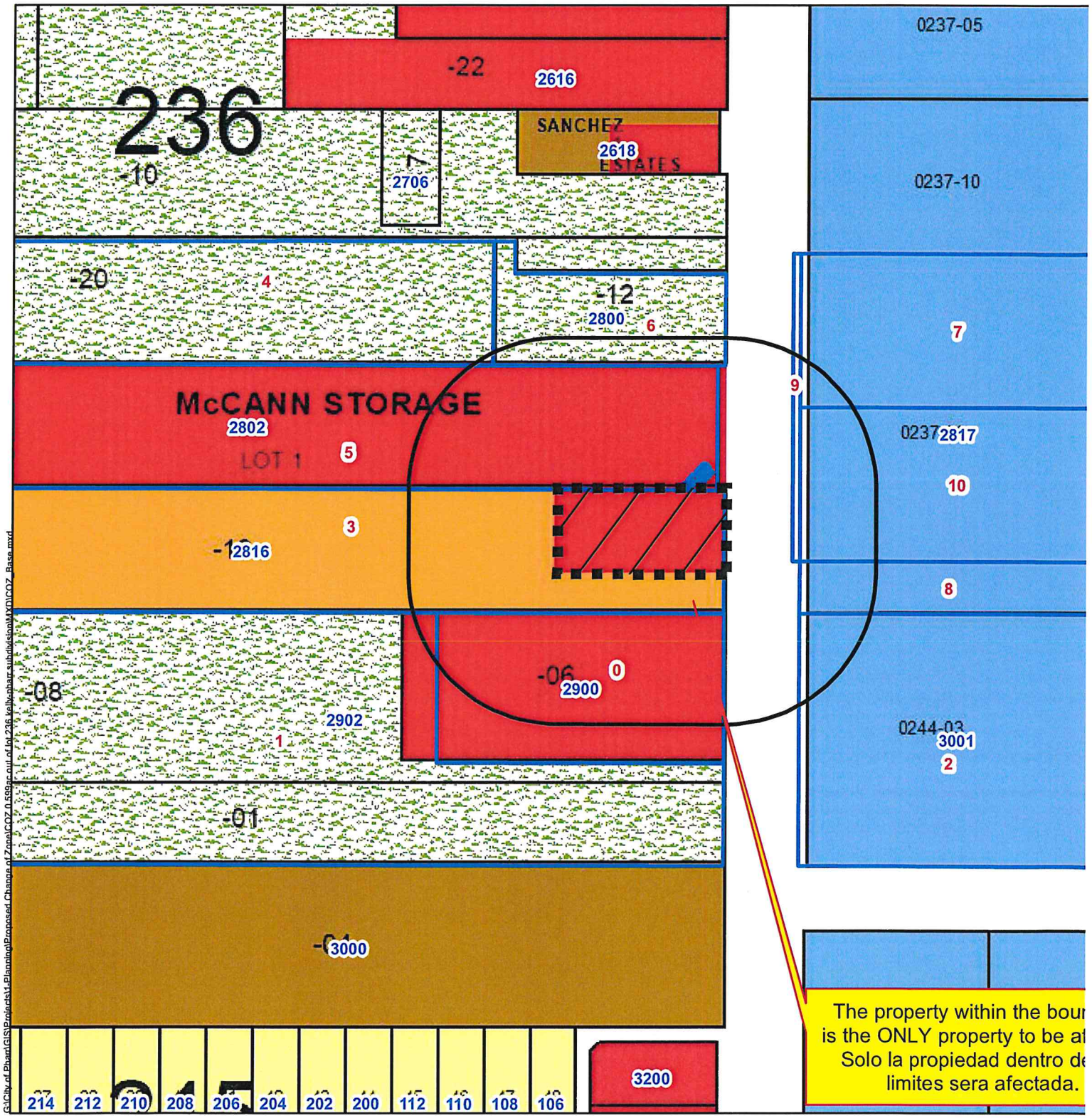
Scale: 1 inch = 133 feet

0 65 130 260 390 520 Feet

City of Pharr, Texas
Engineering Department
956.402.4242

Date: 10/25/2022

Proposed Change of Zone
2816 S Cage Blvd - 0.599 ac out of lot 236 Kelly-Pharr Subdivision
Melden & Hunt



Zoning

ZONE

- Agricultural Open Space
- Single Family
- Single Family Small Lot
- Residential Multi-Family
- Townhouse
- HUD Code
- Rail Road R.O.W
- Government Owned
- General Business
- Business District
- Drainage Easement
- Heavy Industrial
- Limited Industrial
- Neighborhood Commercial
- Office Professional
- PSJA ISD
- Hidalgo ISD
- Valley View ISD
- Subject Property
- 200 ft. Buffer Zone
- Notified Properties

All information displayed
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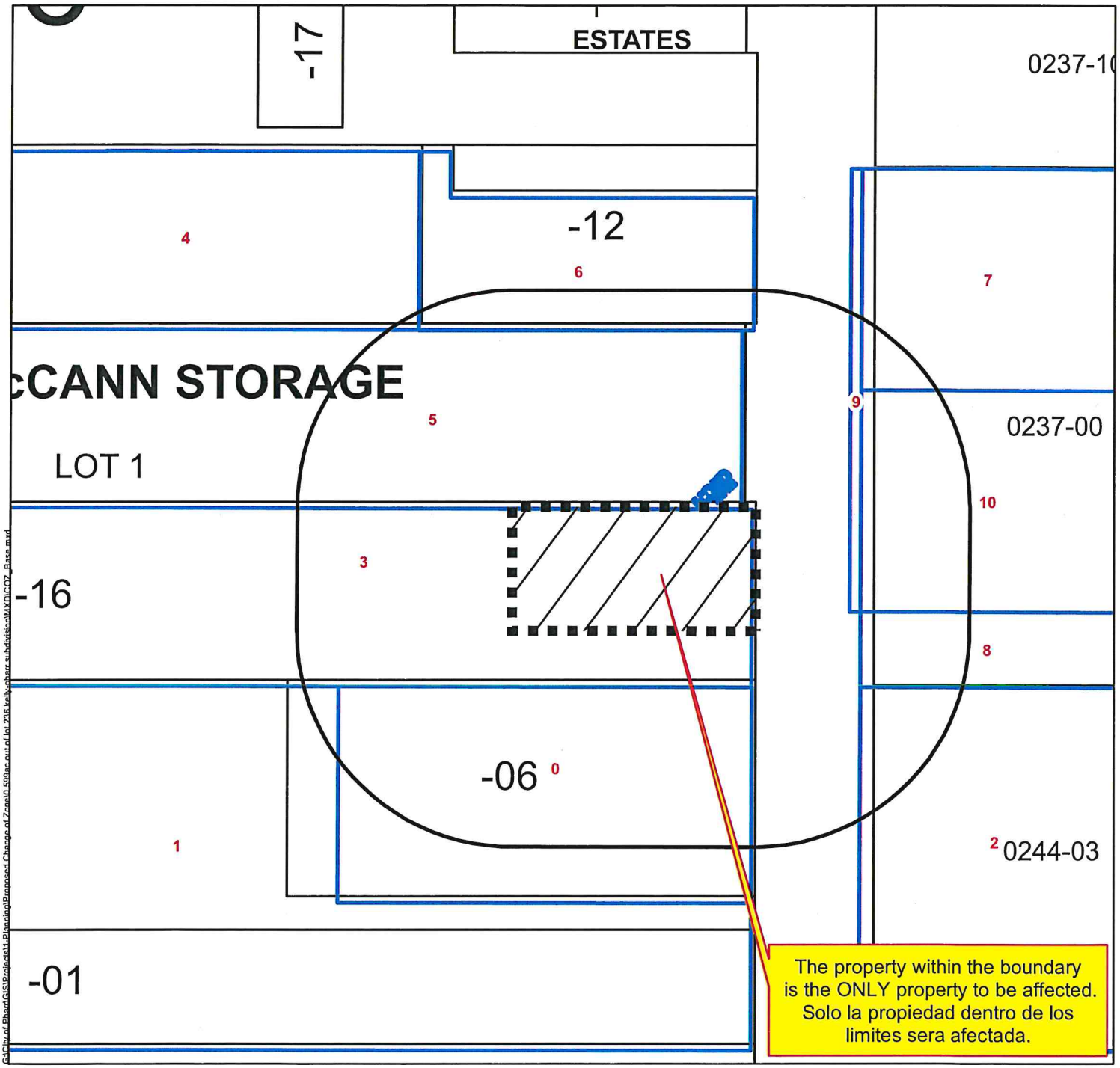
W MOORE RD W MOORE RD

G:\City of Pharr\GIS\Projects\1-Planning\Proposed Change of Zone\COZ 0.599 ac out of lot 236 kelly-pharr subdivision\MXD\COZ_Base.mxd

Proposed Change of Zone
2816 S Cage Blvd - 0.599 ac out of lot 236 Kelly-Pharr Subdivision
Melden & Hunt



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
- Subject Property
- 200 ft. Buffer Zone
- Notified Properties

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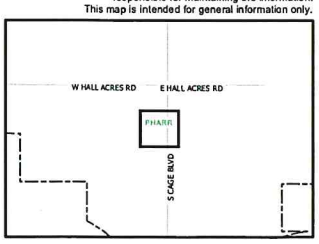


City of Pharr, Texas
Engineering Department
956.402.4242

Scale: 1 inch = 133 feet

0 65 130 260 390 520 Feet

Date: 10/25/2022

G:\City of Pharr\GIS\Projects\Planning\Proposed Change of Zone\0.599ac out of lot 236 kelly-pharr subdivision\MXD\CO7_Base.mxd

Pharr
Development Services

REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Melden & Hunt, Inc.
APPLICANT

General Buisness District (C)
CURRENT ZONE

2816 S CAGE BLVD
ADDRESS

Townhouse Residential District (R-TH)

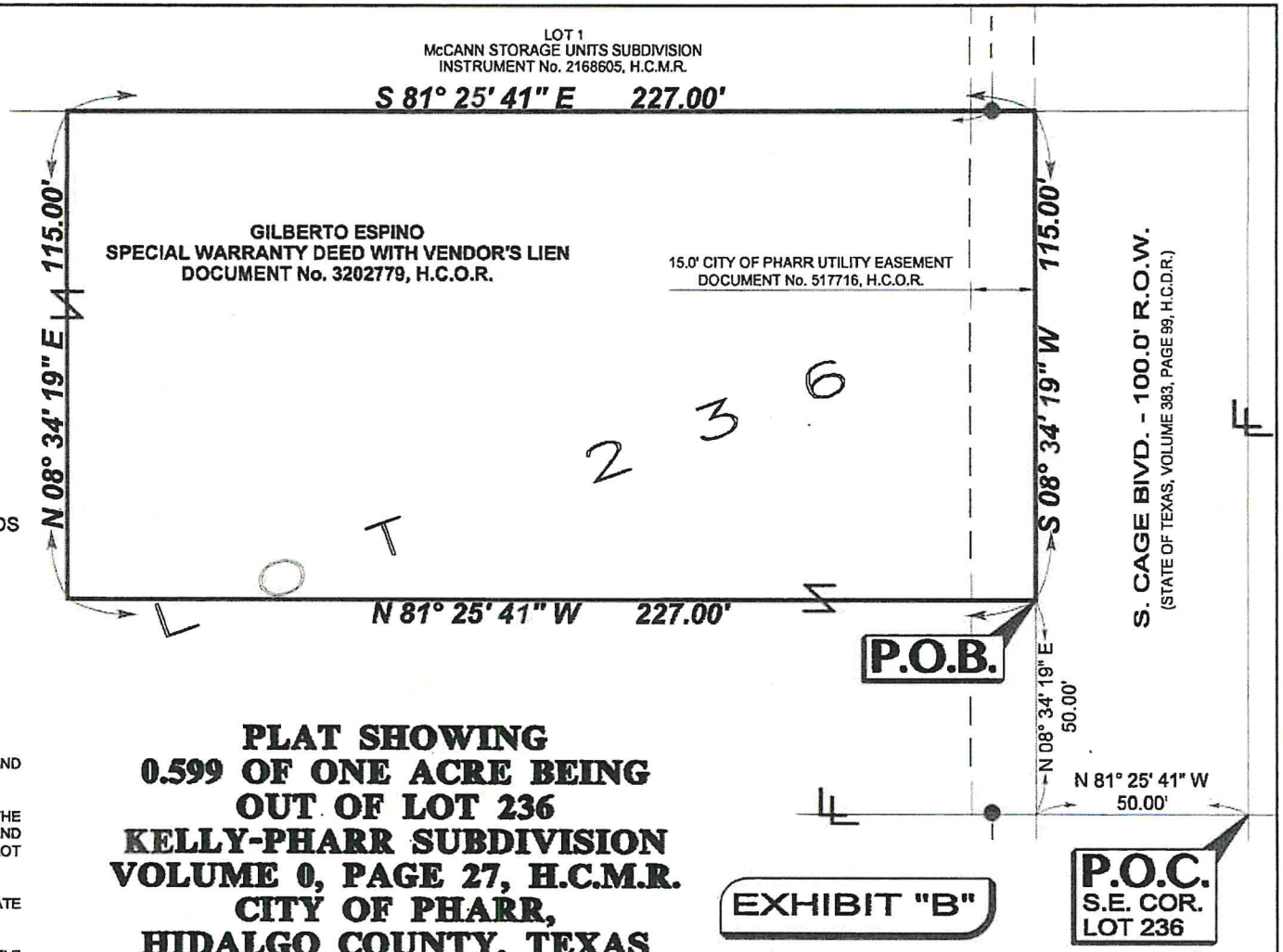
		YES	NO
1	Does the property meet the minimum area requirements for the proposed zone?	X	
2	Does the property have adequate ingress and egress?	X	
3	Will the change of zone be compatible with surrounding properties? (Zoning and Land Use)	X	
4	Is the property located along a major thoroughfare?	X	
5	Will the property have adequate parking for the proposed use?	X	
6	Will the property have adequate landscaping as per City Ordinance?	X	
7	Will the zone change increase the volume of traffic?		X
8	Will a buffer be required?	X	
9	Is the proposed change in line with the Future Land Use Plan?		X

STAFF RECOMMENDATIONS: **Approval**

Developmemt Services is recommending approval of the request to re-zone to Townhouse Residential District (R-TH) as the property meets area requirements, has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

Laura Fonseca
PREPARED BY

November 1, 2022
DATE



SCALE: 1"=40'

LEGEND

- ● FOUND No.4 REBAR
- R.O.W. - RIGHT OF WAY
- H.C.M.R. - HIDALGO COUNTY MAP RECORDS
- H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
- S.E. COR. - SOUTHEAST CORNER
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCING
- LOT LINE
- SAME OWNER

NOTES:

1. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
2. BEARING BASIS IS FROM THE No. 4 REBAR FOUND AT THE SOUTHWEST CORNER OF SAID LOT 236, KELLY-PHARR AND THE No. 4 REBAR FOUND AT THE NORTHEAST CORNER OF LOT 1, McCANN STORAGE UNITS SUBDIVISION.
3. ALL BEARINGS AND DISTANCES AS PER TEXAS COORDINATE SYSTEM SOUTH ZONE 4205, GRID COORDINATES.
4. SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT WHICH MAY SHOW ADDITIONAL EASEMENTS AFFECTING THIS TRACT. THE SURVEYOR IS ADVISING THE RECIPIENT OF THIS PLAT THAT ADDITIONAL EASEMENTS MAY AFFECT THIS TRACT.

PLAT SHOWING 0.599 OF ONE ACRE BEING OUT OF LOT 236 KELLY-PHARR SUBDIVISION VOLUME 0, PAGE 27, H.C.M.R. CITY OF PHARR, HIDALGO COUNTY, TEXAS

EXHIBIT "B"

I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE GROUND ON 06/08/2022 UNDER MY DIRECTION AND SUPERVISION.

09-14-2022

ROBERTO N. TAMEZ, RPLS No. 6238 DATE:

STATE OF TEXAS
ROBERTO N. TAMEZ
6238
REGISTERED PROFESSIONAL LAND SURVEYOR

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
TBPELS No.10096900

PAGE: 2 OF 2
DATE: 09/13/2022
JOB No. 22494
FILE NAME: 22494
DRAWN BY: Y.B.

115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
www.meldenandhunt.com

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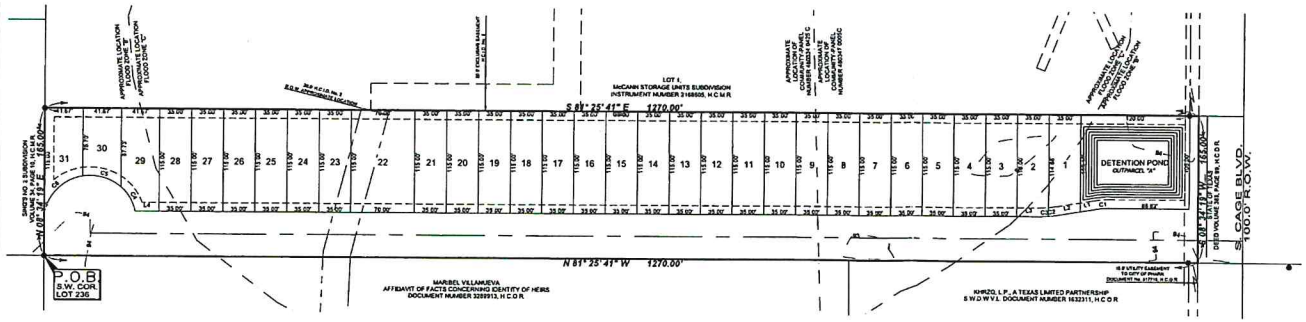


SUBDIVISION PLAT OF
SAINT BARTS SUBDIVISION

BEING A RESUBDIVISION OF 4.811 ACRES SITUATED IN THE CITY OF PHARR, COUNTY OF HIDALGO, TEXAS, BEING A PART OR PORTION OUT OF LOT 236, KELLY-PHARR SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 0, PAGE 27, HIDALGO COUNTY MAP RECORDS

METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 4.811 ACRES SITUATED IN THE CITY OF PHARR, COUNTY OF HIDALGO, TEXAS, BEING A PART OR PORTION OUT OF LOT 236, KELLY-PHARR SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 0, PAGE 27, HIDALGO COUNTY MAP RECORDS, SAID 4.811 ACRES ARE OUT OF A CERTAIN TRACT CONVEYED TO GILBERT ESPINO BY VIRTUE OF A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER DOCUMENT NUMBER 3202778, HIDALGO COUNTY OFFICIAL RECORDS, SAID 4.811 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NO. 4 REBAR FOUND AT THE SOUTHWEST CORNER OF SAID LOT 236, FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

1. THENCE, N 08° 34' 19" E ALONG THE WEST LINE OF SAID LOT 236, A DISTANCE OF 165.00 FEET TO A P.O. 4 REBAR FOUND FOR THE NORTHWEST CORNER OF THIS TRACT,
2. THENCE, S 81° 25' 41" E ALONG THE SOUTH LINE OF LOT 1, MCCANN STORAGE UNITS SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED UNDER INSTRUMENT NUMBER 2168505, HIDALGO COUNTY MAP RECORDS, AT A DISTANCE OF 1,260.00 FEET PASS A NO. 4 REBAR FOUND AT THE SOUTHEAST CORNER OF SAID LOT 1, CONTINUING A TOTAL DISTANCE OF 1,270.00 FEET TO A NO. 4 REBAR SET ON THE EXISTING WEST RIGHT-OF-WAY LINE OF S. CAGE BOULEVARD, FOR THE NORTHEAST CORNER OF THIS TRACT,
3. THENCE, S 08° 34' 19" W ALONG THE EXISTING WEST RIGHT-OF-WAY LINE OF S. CAGE BOULEVARD, A DISTANCE OF 165.00 FEET TO A NO. 4 REBAR SET FOR THE SOUTHEAST CORNER OF THIS TRACT,
4. THENCE, N 81° 25' 41" W ALONG THE SOUTH LINE OF SAID LOT 236, A DISTANCE OF 1,270.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.811 ACRES OF LAND, MORE OR LESS.

LEGEND

- ● FOUND No.4 REBAR
- ○ SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT

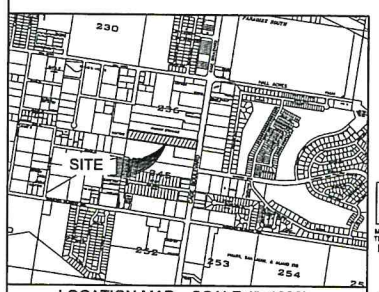
H.C.M.R. - HIDALGO COUNTY MAP RECORDS
H.C.D.R. - HIDALGO COUNTY DEED RECORDS
H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
S.W. COR. - SOUTHWEST CORNER
P.O.B. - POINT OF BEGINNING
Q.C.D. - CUIT CLAIM DEED
S.W.D.W.V.L. - SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Lot #	SQ. FT.	Area
1	3931.78	0.090
2	4024.05	0.092
3	4025.00	0.092
4	4025.00	0.092
5	4025.00	0.092
6	4025.00	0.092
7	4025.00	0.092
8	4025.00	0.092
9	4025.00	0.092
10	4025.00	0.092
11	4025.00	0.092
12	4025.00	0.092
13	4025.00	0.092
14	4025.00	0.092
15	4025.00	0.092
16	4025.00	0.092
17	4025.00	0.092
18	4025.00	0.092
19	4025.00	0.092
20	4025.00	0.092

Lot Area Table		
Lot #	SQ. FT.	Area
21	4025.00	0.092
22	8050.00	0.185
23	4025.00	0.092
24	4025.00	0.092
25	4025.00	0.092
26	4025.00	0.092
27	4025.00	0.092
28	4025.00	0.092
29	4524.77	0.104
30	3260.31	0.075
31	3658.21	0.084

Curve Table						
Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Tangent
C1	16.55'	100.00'	009° 28' 49"	N85° 10' 06"W	16.53'	8.29
C2	8.24'	100.00'	004° 43' 26"	S88° 32' 41"E	8.24'	4.12
C3	8.30'	100.00'	004° 45' 23"	S82° 48' 23"E	8.30'	4.15
C4	31.99'	50.00'	036° 39' 10"	N21° 17' 29"W	31.44'	16.58
C5	44.86'	50.00'	051° 24' 18"	N65° 19' 12"W	43.37'	24.07
C6	80.10'	50.00'	088° 52' 08"	S54° 32' 34"W	56.55'	34.26

Lot Line Table		
Line #	Length	Direction
L1	16.84'	S89° 05' 30"W
L2	27.18'	S89° 05' 30"W
L3	26.21'	N81° 25' 41"W
L4	26.01'	N81° 25' 41"W
L5	1.01'	N81° 25' 41"W



DRAWN BY CESAR JOSH DATE 10-03-2022
SURVEYED, CHECKED J.L.G. DATE 07-20-2022
FINAL CHECK _____ DATE _____

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435
TBPLS No. 10030400

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE - EDINBURG, TX 78541
PH: (956) 381-0981 - FAX: (956) 381-1839
ESTABLISHED 1947 - www.meldenandhunt.com

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER	GILBERTO ESPINO, OWNER	714 NORMA AVE	ALAMO, TX 78516		
ENGINEER	MARIO A. REYNA, P.E.	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR	ROBERTO N. TAMEZ, R.P.L.S.	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

NOTES:

1. SETBACKS AS PER CITY OF PHARR
2. MINIMUM PERMISSIBLE FINISH FLOOR ELEVATION FOR ALL BUILDING IMPROVEMENTS IS: 18" ABOVE TOP OF CURVE MEASURED AT FRONT CENTER OF LOT.
3. THIS SUBDIVISION IS IN ZONE "C" AREAS OF MINIMAL FLOODING, AND ZONE "B" AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH ACREAGE DEPTHS LESS THAN ONE FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN 1 SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD INSURANCE RATE MAP COMM. PANEL NO. 480334-0425 C. MAP REVISED NOVEMBER 16, 1982
4. BENCH-MARK: CITY OF PHARR 8MIXX ALUMINUM DISK LOCATED ON THE SOUTH SIDE OF _____ ROAD APPROXIMATELY 0.000.00 FEET WEST OF _____ ROAD.
   ACTUAL N: 0000000.00 E: 00000000.00
   ELEV: 000.00 (GEO ID) 1999. AS PER THE CITY OF PHARR.
5. STORM WATER DETENTION IS REQUIRED FOR THIS PROPERTY, THE ENGINEER OF RECORD FOR THIS SUBDIVISION PLAT HAS ESTIMATED THAT AN AREA OF APPROXIMATELY 1.579 ACRES AND A VOLUME OF APPROXIMATELY 68,843 CUBIC 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.
6. A 5.0-FOOT SIDEWALK WITH ADA WHEELCHAIR RAMPS AND LANDINGS SHALL BE REQUIRED ALONG ALL STREETS, AT THE TIME OF SUBDIVISION CONSTRUCTION PHASE. ADA CURB RAMP AND LANDINGS ALONG INTERIOR STREETS SHALL BE BUILT AT TIME OF SUBDIVISION CONSTRUCTION PHASE.
7. NO STRUCTURE OR BUILDING ALLOWED OVER ANY EASEMENT.
8. LOTS 1, 30, AND LOT 31, SHALL NOT HAVE CURB CUT ACCESS, OR LOT FRONTAGE ALONG W. MINNESOTA ROAD.
9. ALL LOTS WILL HAVE A NO. 4 REBAR SET ON THE EACH CORNER WITH A PLASTIC CAP STAMPED MELDEN & HUNT, INC.
10. INTERIOR STREET CORNERS SHOULD HAVE A 15.0x15.0-FOOT CORNER CLIP EASEMENT AND A 25.0x25.0'-FOOT CORNER AT SUBDIVISION ENTRANCE.
11. LANDSCAPING AS PER CITY OF PHARR ORDINANCE.
12. OWNER'S TO MAINTAIN R.O.W. AND PERIMETER OF SUBDIVISION.
13. ENFORCEMENT OF ALL PLAT NOTES AND DEDICATIONS SHALL BE THE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHOM THE DEDICATION IS GRANTED.
14. EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TEXAS POLLUTION DISCHARGE ELIMINATION SYSTEM (TPDES).
15. ADDITIONAL FIRE PROTECTION MAY BE REQUIRED DURING THE BUILDING PERMIT PHASE IN ORDER TO MEET ANY ADDITIONAL FIRE PROTECTION REQUIREMENTS.
16. ALL FIRE PROTECTION UNDERGROUND LINES TO BE INSTALLED BY A LICENSE FIRE PROTECTION COMPANY.
17. ALL BEARINGS AND DISTANCES ARE BASED ON GRID COORDINATES.
18. DEVELOPER TO CONSTRUCT FENCE FOR LOTS ABUTTING /FRONTING ANY DRAIN DITCH REGARDLESS OF WHO OWNS, IT.
19. OWNERS TO MAINTAIN DETENTION/RETENTION AREAS.
20. AS PER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, FOR MINNESOTA ESTATES SUBDIVISION RECORDED UNDER DOCUMENT NUMBER _____, HIDALGO COUNTY OFFICIAL RECORDS, DEVELOPER/HOMEOWNERS ASSOCIATION/OWNER, THEIR SUCCESSORS AND/OR ASSIGNS, AND NOT THE CITY OF PHARR SHALL BE RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND OTHER REQUIREMENTS. INCLUDING BUT NOT LIMITED TO COMMON AREAS AND DETENTION PONDS.
21. OUTPARCEL 'A' TO BE USED FOR DETENTION PURPOSES ONLY.

I, THE UNDERSIGNED, MAYOR OF THE CITY OF PHARR, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

_____ _____
AMBROSIO HERNANDEZ DATE
MAYOR, CITY OF PHARR

ATTEST:

_____ _____
CITY CLERK DATE

STATE OF TEXAS
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS "SAINT BARTS SUBDIVISION" TO THE CITY OF PHARR, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PRIVATE ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

_____
OWNERS NAME: GILBERTO ESPINO
COMPANY
ADDRESS: 714 NORMA AVE
STATE AND CITY: ALAMO, TX. 78516

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20___.

_____
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, MARIO A. REYNA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

_____ _____
MARIO A. REYNA, PE # 117368 DATE
DATE PREPARED: 8-2-22
JOB No. 22494 00

STATE OF TEXAS §
COUNTY OF HIDALGO §

I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF MISSION, TEXAS.

DATED THIS THE _____ DAY OF _____, 20_____

ROBERTO N. TAMEZ, PROFESSIONAL LAND SURVEYOR No.6238
STATE OF TEXAS
DATE SURVEYED 06-28-2022
T-1125, PG. 10
SURVEY JOB # 22494.08

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE §49.211 (C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

_____ _____
RAUL E. SESIN, P.E., C.F.M. DATE
GENERAL MANAGER

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NUMBER 2 ON THIS THE _____ DAY OF _____, 20_____.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION TREES, FENCES AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT NUMBER 2 RIGHTS OF WAY OR EASEMENTS.

_____ ATTEST: _____
PRESIDENT SECRETARY

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF PHARR, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

APPROVED THIS THE _____ DAY OF _____, 20 ___.

_____
DANNY WYLIE CHAIRMAN, PLANNING AND ZONING COMMISSION

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY _____ DEPUTY

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 5.E.2.
DATE SUBMITTED: November 15, 2022
MEETING DATE: November 21, 2022

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Pinpoint Investments, LLC., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Single-Family Residential District (R-1) to Single-Family Residential Estate District (R1-E). The property is legally described as being 23.84 acres more or less, out of Lot 73, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 1500 W. Owassa Road. COZ#220962 **This item supports EV - Economic Vitality.**

Classification: Public Hearing
(* If closed session, City Attorney must review and approve.)

Issue: Pinpoint Investments, LLC., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Single-Family Residential District (R-1) to Single-Family Residential Estate District (R1-E).

Fiscal Consideration: N/A

Staff Recommendation: Development Services is recommending approval of the request to re-zone to Single-Family Residential Estate District (R1-E).

Alternatives: N/A

Exclude Material from Public Packet? No
Reason: N/A

ROUTING:

Kimberly Mendoza	Created/Initiated - 11/15/2022
Patricia Rigney	Approved - 11/16/2022
Kimberly Mendoza	Approved - 11/16/2022
City Management Office	Final Approval - 11/18/2022

Pharr
Development Services

MEMORANDUM

DATE: **MONDAY, NOVEMBER 21, 2022**

TO: **MAYOR AND CITY COMMISSION**

FROM: **KIMBERLY MENDOZA, DEVELOPMENT SERVICES DIRECTOR**

THROUGH: **ANALI ALANIS, INTERIM CITY MANAGER**

SUBJECT: **Re-zoning Request: From Single-Family Residential District (R-1) to Single-Family Residential Estate District (R1-E). The property is legally described as being 23.84 acres more or less, out of Lot 73, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property is physically located at 1500 W. Owassa Road. COZ#220962**

Comprehensive zoning and rezoning regulations and ordinances should be adopted and designed to facilitate, as much as possible, the following items:

1. To lessen congestion;
2. Secure safety from fire, panic and other dangers;
3. To promote health and general welfare;
4. To provide adequate light and air;
5. To protect the overcrowding of land and abutting traffic ways;
6. Avoid undue concentration of population, and;
7. To facilitate the adequate provisions of transportation, water, sewage, schools, parks, and other public requirements as per Local Government Code, Sect. 211.004.

DESCRIPTION OF PROPERTY:

Pinpoint Investments, LLC., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from Single-Family Residential District (R-1) to Single-Family Residential Estate District (R1-E) in order to develop and construct a single family residential development.

The subject site is located on the south side of West Owassa Road, approximately 580 ft west of North Sugar Road and has a physical address of 1500 West Owassa Road. The property is legally described as 23.84 acres more or less, out of Lot 73, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

The subject property fronts West Owassa Road, a 100' minor arterial street that runs west and east with a posted speed limit of 30-45 miles per hour as identified in the City of Pharr's Thoroughfare Plan.

The property and the property to the west were zoned Single-Family Residential District (R-1) on September 8, 2020. A portion of the property to the east was rezoned to High Density Multi-Family Residential District (R-4) on March 21, 2016. The remaining section to the east and area to the south are currently zoned to Agricultural and or Open Space District (A-O). The city limits lie to the north side of the property. There have been no other zoning requests within the vicinity of the subject property since that time. The property is generally designated for single family residential use in the Land Use Plan.

The Single-Family Residential Estate District (R1-E) is established to provide for development of primarily very low-density detached, single-family residences on lots of not less than 10,000 square feet. It is intended for large lot subdivisions to provide sufficient space in appropriate locations for residential development to meet the present and future housing needs. It is intended for areas that are properly buffered from nonresidential uses and protected from pollution and/or environmental hazards or from high volume of non-single-family traffic.

Twenty (20) letters were mailed out to the surrounding property within a two hundred (200) foot radius owners on October 28, 2022, and a legal notice was published in the Advance News Journal on October 26, 2022. Staff received one (1) response for information and one (1) response in opposition to the letters or the legal notice.

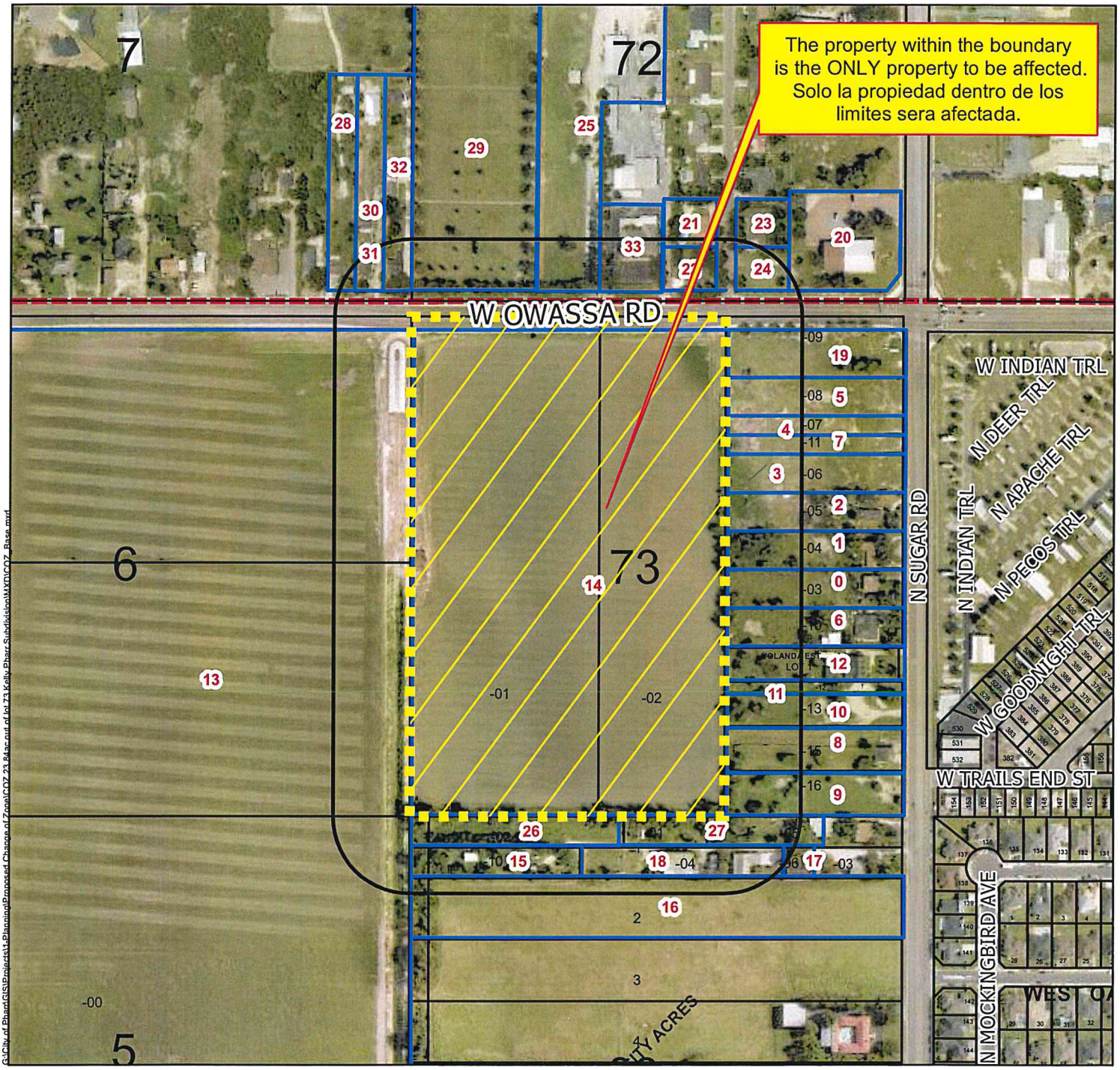
Development Services is recommending **approval** of the request to re-zone to Single-Family Residential Estate District (R1-E) as the property meets area requirements, is in line with the future land use plan, and has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

NOTE: At the Planning and Zoning Commission meeting of November 14, 2022, the Board voted unanimously to approve the request for a change of zone from Single-Family Residential District (R-1) to Single-Family Residential Estate District (R1-E) subject to staff's recommendation. There were five members present and voting.

PLANNING COMMISSION OPTIONS:

1. **Approve the rezoning request;**
2. **Table the item for:**
   a) **consideration by the full board;**
   b) **additional information;**
   c) **additional time for applicant and adjacent property owners to meet;**
3. **Disapprove the request.**

Proposed Change of Zone
1500 blk W Owassa Rd. 23.84 acre out of lot 73 Kelly-Pharr Subdivision
Pinpoint Investments

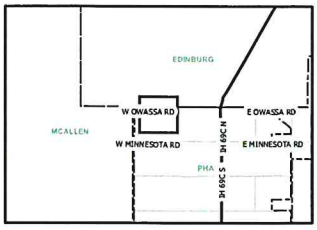


Zoning

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
- Subject Property
- 200 ft. Buffer Zone
- Notified Properties

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.



Scale: 1 inch = 374 feet

0 187.5 375 750 1,125 1,500 Feet

City of Pharr, Texas
Engineering Department
956.402.4242

Date: 10/25/2022

G:\City of Pharr\GIS\Projects\Planning\Proposed Change of Zone\COZ 23.84ac out of lot 73 Kelly Pharr Subdivision\MXD\COZ_Base.mxd

Proposed Change of Zone
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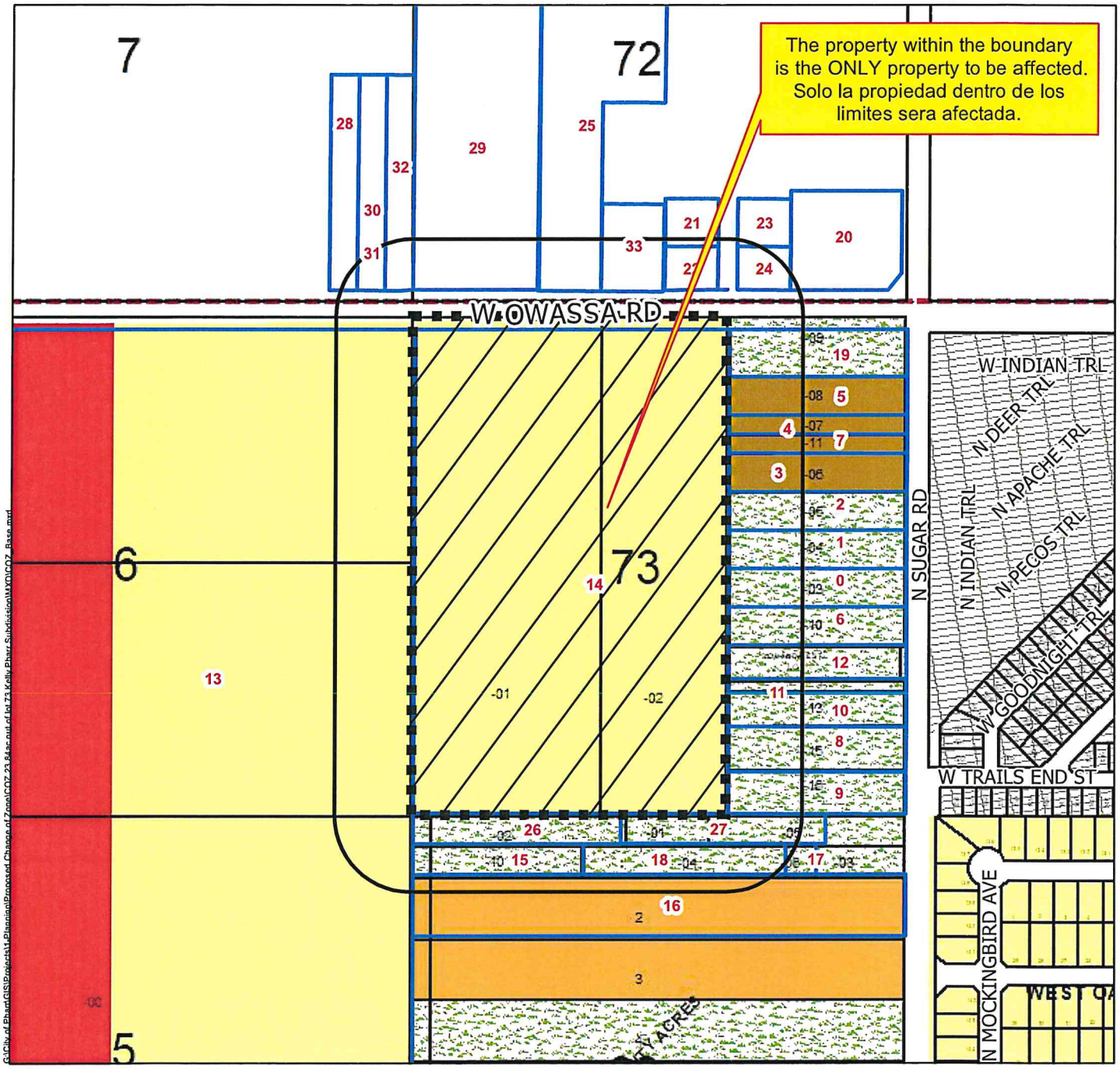
Pinpoint Investments



Zoning

ZONE

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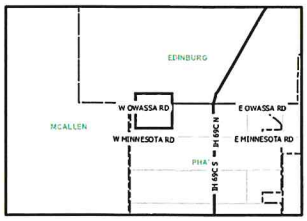

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City of Pharr, Texas
Engineering Department
956.402.4242

Date: 10/25/2022

Proposed Change of Zone
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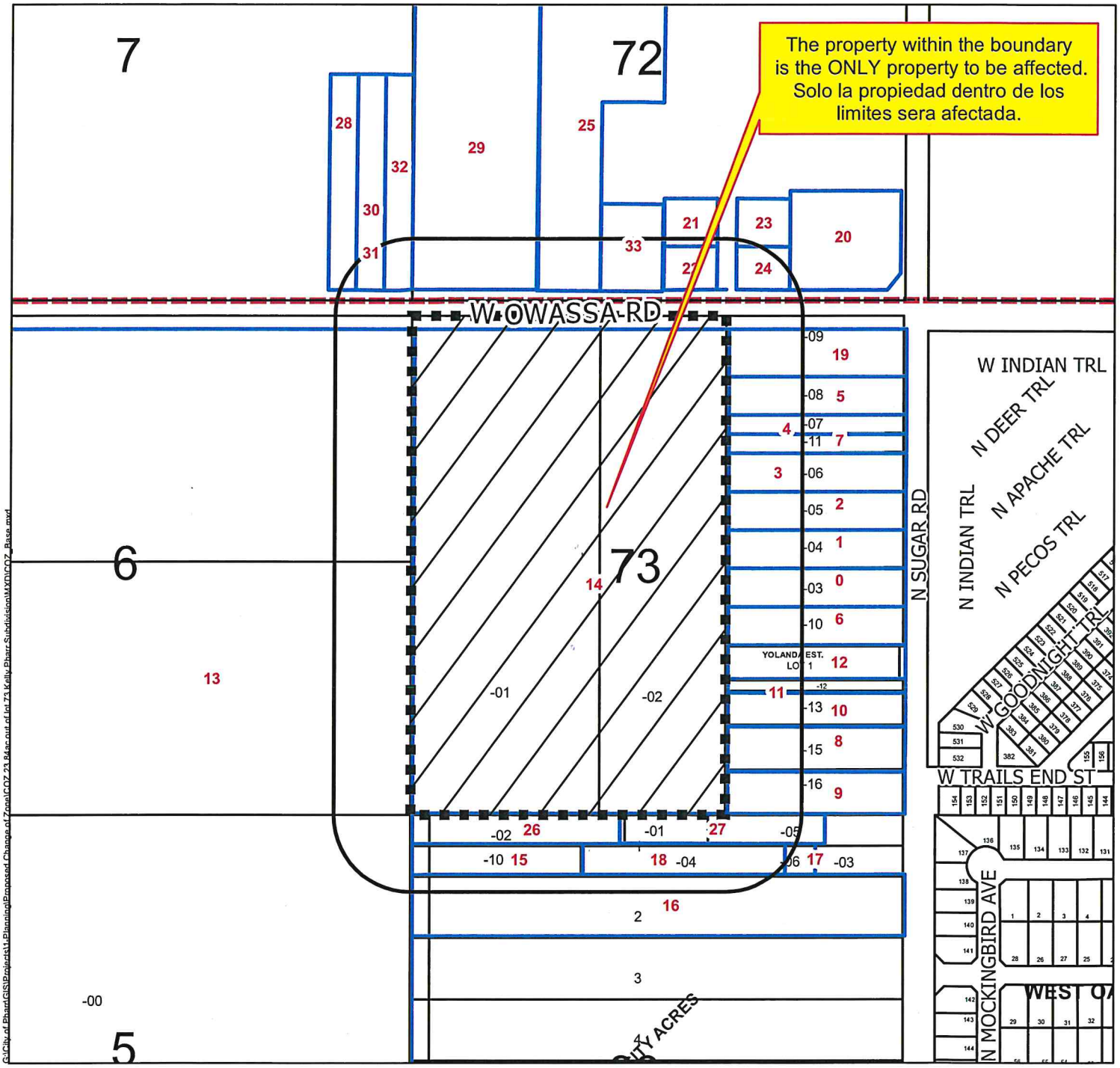

Zoning

ZONE

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- Single Family
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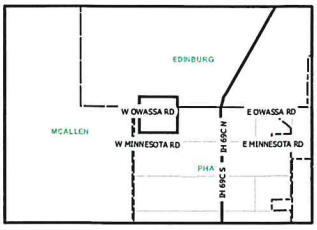

Scale: 1 inch = 374 feet

0 187.5 375 750 1,125 1,500 Feet

City of Pharr, Texas
Engineering Department
956.402.4242

Date: 10/25/2022

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Pharr
Development Services

REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Pinpoint Investments, LLC.
APPLICANT

Single Family Residential District (R-1)
CURRENT ZONE

1500 W Owassa RD
ADDRESS

Single Family Residential Estates District (R1-E)

		YES	NO
1	Does the property meet the minimum area requirements for the proposed zone?	X	
2	Does the property have adequate ingress and egress?	X	
3	Will the change of zone be compatible with surrounding properties? (Zoning and Land Use)	X	
4	Is the property located along a major thoroughfare?		X
5	Will the property have adequate parking for the proposed use?	X	
6	Will the property have adequate landscaping as per City Ordinance?	X	
7	Will the zone change increase the volume of traffic?		X
8	Will a buffer be required?	X	
9	Is the proposed change in line with the Future Land Use Plan?	X	

STAFF RECOMMENDATIONS: **Approval**

Developmemt Services is recommending approval of the request to re-zone to Single Family Residential Estate District (R1-E) as the property meets area requirements, has adequate ingress and egress. If approved, the owner must comply with all City Ordinances and City Department requirements.

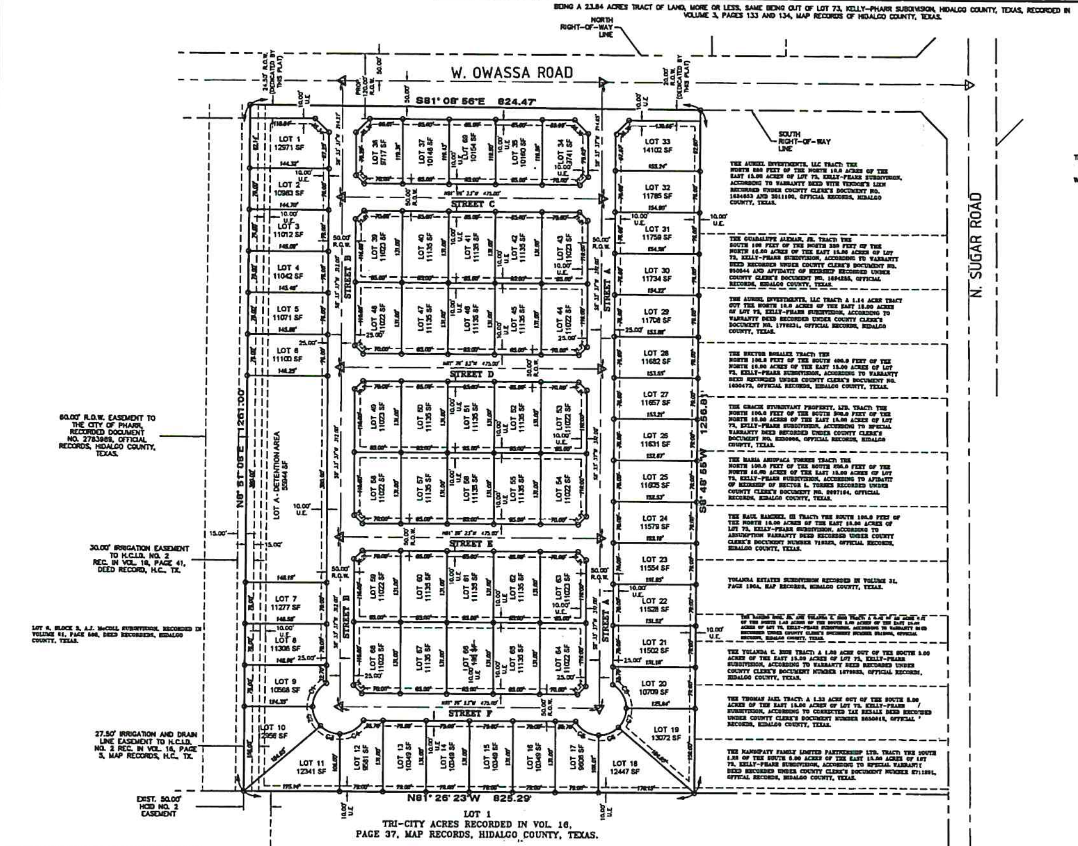
Laura Fonseca
PREPARED BY

November 1, 2022
DATE

DATE OF PREPARATION: APRIL 13, 2022

ANACUA ESTATES SUBDIVISION

BEING A 23.84 ACRES TRACT OF LAND, MORE OR LESS, SAME BEING OUT OF LOT 73, KELLY-PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS, RECORDED IN VOLUME 3, PAGES 133 AND 134, MAP RECORDS OF HIDALGO COUNTY, TEXAS.



SCALE: 1"=100'
BASIS OF BEARING
TEXAS STATE PLANE COORDINATES
NAD 83
TEXAS SOUTH ZONE (4205)
WESTERN DATA SYSTEMS NETWORK

LEGEND

⊕	FOUND 4" IRON PIPE
●	FOUND 1/2" IRON ROD
○	SET 1/2" IRON ROD
●	FOUND CONCRETE MONUMENT
⊕	BENCHMARK HUB WITH NAIL
△	SET COTTON-PICKER-SPINDLE
(PK)	FOUND PK NAIL
P.O.B.	PLACE OF BEGINNING
P.O.C.	POINT OF COMMENCING
R.O.W.	RIGHT-OF-WAY
℄	CENTER LINE
⅂	LOT LINE
U.E.	UTILITY EASEMENT
S.E.C.	SOUTHEAST CORNER
X.X.X.X.	NATURAL GROUND
(X.X.X.X.)	DEED RECORDED IN DOC#2846808

ABBREVIATION LEGEND

F.B.S.L.	FRONT BUILDING SETBACK LINE
R.B.S.L.	REAR BUILDING SETBACK LINE
S.B.S.L.	SIDE BUILDING SETBACK LINE
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
S.W.C.	SOUTHWEST CORNER
F.T.	FARM TRACT
F.M.	FARM-TO-MARKET
U.E.	UTILITY EASEMENT
E.&U.E.	ELECTRICAL AND UTILITY EASEMENT
℄	CENTER LINE
⅂	LOT LINE
D.E.	DRAINAGE EASEMENT

METES AND BOUNDS:

BEING A 23.84 ACRE TRACT OF LAND OUT OF LOT 73, KELLY-PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 3, PAGES 113, AND 134, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO QUITCLAIM DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER [illegible], OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND SAID 23.84 ACRES TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH CAPPED IRON ROD SET AT THE SOUTHWEST CORNER OF THE SAID LOT 73, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 08°51'08" E ALONG THE WEST LINE OF SAID LOT 73, TO A POINT ON THE EXISTING SOUTH RIGHT-OF-WAY LINE OF W. OWASSA ROAD (EXISTING 100' ROAD RIGHT-OF-WAY), A DISTANCE OF 1261.00 FEET TO A COTTON PICKER SPINDLE SET, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

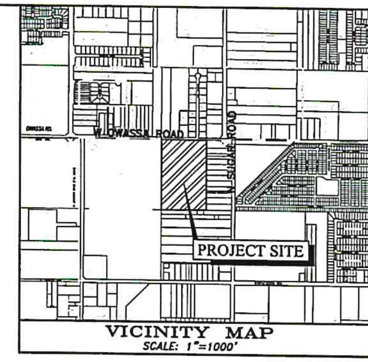
THENCE S 81°08'56" E ALONG THE SOUTH RIGHT-OF-WAY LINE OF THE SAID W. OWASSA ROAD, A DISTANCE OF 624.47 FEET TO A 1/2-INCH CAPPED IRON ROD SET, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 08°48'56" W ACROSS THE SAID LOT 73, SAME BEING ALONG THE EAST LINE OF THE WEST 21 ACRES OF THE SAID LOT 73, TO POINT ON THE SOUTH LINE OF THE SAID LOT 73, A DISTANCE OF 1256.81 FEET TO A 1/2-INCH CAPPED IRON ROD SET, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 81°26'23" W ALONG THE SOUTH LINE OF THE SAID LOT 73, A DISTANCE OF 825.29 FEET TO THE POINT AND PLACE OF BEGINNING, SAID TRACT CONTAINING 23.84 ACRES OF LAND, MORE OR LESS.

CURVE TABLE

CURVE #	Length	Radius	Delta	Chord Direction	Chord Length
C1	52.36	50.00	60.00	N38° 33' 37"E	50.00
C2	39.27	50.00	45.00	N13° 56' 23"W	38.27
C3	39.27	50.00	45.00	N58° 56' 23"W	38.27
C4	52.36	50.00	60.00	S68° 33' 37"W	50.00
C5	51.36	50.00	58.85	N50° 52' 00"W	49.13
C6	40.27	50.00	46.15	S76° 38' 00"W	39.19
C7	39.27	50.00	45.00	S31° 03' 37"W	38.27
C8	52.36	50.00	60.00	S21° 26' 23"E	50.00



VICINITY MAP
SCALE: 1"=1000'

GENERAL NOTES:

1. FINISHED FLOOR ELEVATION SHALL BE 18" FROM TOP OF CURB OF ROAD AS MEASURED FROM THE CENTER OF EACH LOT.
2. THE SUBDIVISION IS IN ZONE "B" (MEDIUM SHADING) AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD ACCORDING TO THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 480334 0425 C, REVISED DATE NOVEMBER 16, 1982.
3. NO STRUCTURES SHALL BE BUILT ON TOP OF ANY EASEMENTS.
4. CITY OF PHARR BENCHMARK No. 54, ELEVATION = 107.35 FOUND MONUMENT ON THE NORTH SIDE OF W. SIOUX ROAD GRID COORDINATES N:16605744.213, E:1084184.334
5. 5.0'-FT SIDEWALK WITH ADA WHEELCHAIR RAMPS AND LANDINGS SHALL BE REQUIRED ALONG ALL STREETS AT THE TIME OF SUBDIVISION CONSTRUCTION PHASE.
6. ADDITIONAL FIRE PROTECTION MAY BE REQUIRED DURING PLAN REVIEW TO PROVIDE ANY ADDITIONAL FIRE PROTECTION REQUIREMENT.
7. LANDSCAPING REQUIREMENT SHALL BE AS PER CITY OF PHARR ORDINANCE
8. MINIMUM BUILDING SETBACKS SHALL BE AS PER CITY OF PHARR ORDINANCE
9. STORM WATER DETENTION IS REQUIRED FOR THIS PROPERTY. THE ENGINEER OF RECORD FOR THIS SUBDIVISION PLAT HAS ESTIMATED THAT AN AREA OF APPROXIMATELY ______ ACRE FEET AND A VOLUME OF APPROXIMATELY ______ CUBIC FEET WILL BE REQUIRED FOR THE SUBDIVISION. THIS IS AN ESTIMATE ONLY AND DETAILED ANALYSIS MAY REVEAL DIFFERENT REQUIREMENTS.
10. OWNERS ARE TO MAINTAIN DETENTION/RETENTION AREAS.
11. OWNERS TO MAINTAIN R.O.W. AND PERIMETER OF SUBDIVISION.
12. ENFORCEMENT OF ALL PLAT NOTES AND DEDICATIONS SHALL BE THE RESPONSIBILITY OF THE AGENCY OR ENTITY TO WHOM THE DEDICATION IS GRANTED.
13. EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT TEXAS POLLUTION DISCHARGE ELIMINATION SYSTEMS (TPDES).

STATE OF TEXAS – COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I (WE), THE UNDERSIGNED, OWNER(S) ____________ OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE ANACUA ESTATES SUBDIVISION AN ADDITION TO THE CITY OF PHARR, HIDALGO COUNTY, TEXAS, AND WHOSE NAME(S) IS (ARE) SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, SEWER LINES, WATER COURSES, STORM SEWERS, FIRE HYDRANTS AND PUBLIC PLACES WHICH ARE INSTALLED OR WHICH I (WE) WILL CAUSE TO BE INSTALLED OR DEDICATED UNDER THE SUBDIVISION APPROVAL PROCESS OF THE CITY OF PHARR, ALL THE SAME FOR THE PURPOSES THEREIN EXPRESSED, EITHER ON THE PLAT OR ON THE OFFICIAL MINUTES OF THE APPLICABLE AUTHORITIES OF THE CITY OF PHARR.

____________ DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ____________ PERSONALLY APPEARED AND PROVED, THROUGH HIS DEPARTMENT OF PUBLIC SAFETY DRIVER'S LICENSE, TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, FURTHERMORE, AFTER BEING DULY SWORN BY ME, HE DECLARED THAT THE STATEMENTS CONTAINED THEREIN ARE TRUE AND CORRECT, AND ACKNOWLEDGED THAT HE (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED. ALL GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF ____________, 2022.

____
NOTARY PUBLIC FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES ON: ______

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

____________ DATE
RAUL E. SESIN, P.E., C.F.M.
GENERAL MANAGER

HIDALGO COUNTY IRRIGATION DISTRICT NO. 2

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 ON THIS, THE ______ DAY OF ____________ 20__.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED ON HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 EASEMENTS.

ATTEST:
____________ PRESIDENT
____________ SECRETARY

STATE OF TEXAS
CITY OF PHARR

I, THE UNDERSIGNED, THE MAYOR OF THE CITY OF PHARR HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

____________ DATE
AMBROSIO HERNANDEZ
MAYOR, CITY OF PHARR

ATTEST: ____________ DATE
CITY CLERK

STATE OF TEXAS
CITY OF HIDALGO

I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF PHARR, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT OF ANACUA ESTATES SUBDIVISION CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THE DATED THIS ____ DAY OF ____________, 2022.

____
DANNY WYLIE CHAIRMAN, PLANNING & ZONING COMMISSION

STATE OF TEXAS
COUNTY OF HIDALGO

I, IVAN GARCIA P.E., R.P.L.S., A REGISTERED PROFESSIONAL ENGINEER AND PUBLIC SURVEYOR, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSIONS OF ENGINEERING AND PUBLIC SURVEYING, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION, AND FURTHER CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT, AND THAT ALL ASPECTS OF IT ARE IN ACCORDANCE WITH THE CITY OF PHARR SUBDIVISION ORDINANCE AND ALL STATE STATUES GOVERNING SURVEYS.

____________ DATE
IVAN GARCIA, P.E., R.P.L.S.
REGISTERED PROFESSIONAL ENGINEER NO. 115662
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6498
SURVEY FIRM # 10194027

STATE OF TEXAS — IVAN GARCIA — 115662 — LICENSED PROFESSIONAL ENGINEER

STATE OF TEXAS — REGISTERED PROFESSIONAL LAND SURVEYOR — IVAN GARCIA — 6498

THE COUNTY OF HIDALGO — TEXAS

FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: ____________ AT ________ AM/PM
INSTRUMENT NUMBER ____________
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: ____________ DEPUTY

	NAME		ADDRESS			PHONE & FAX	
OWNER(S):	SCOTTIE RUIZ	PINPOINT CONSTRUCTION LLC	4828 S. JACKSON RD.	EDINBURG, TX.	78539	(956) 720-0280	(956) 450-0068
SURVEYOR:	IVAN GARCIA,	PE., R.P.L.S.	921 S. 10TH AVENUE	EDINBURG, TX.	78539	(956) 380-5152	(956) 380-5083
ENGINEER:	IVAN GARCIA,	PE., R.P.L.S.	921 S. 10TH AVENUE	EDINBURG, TX.	78539	(956) 380-5152	(956) 380-5083

RIO DELTA ENGINEERING
FIRM REGISTRATION No. F-7628
SURVEY FIRM No. 10194027
921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF IVAN GARCIA, P.E. 115662 ON APRIL 29, 2022 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

ISSUED FOR: REVIEW

PLAT SHEET
ANACUA ESTATES SUBDIVISION
CITY OF PHARR
HIDALGO COUNTY, TEXAS

DESIGNER:	IVAN GARCIA P.E. R.P.L.S.
SURVEYOR:	IVAN GARCIA P.E. R.P.L.S.
CHECKED:	IVAN GARCIA P.E. R.P.L.S.
DRAWN:	O.A. / HG
SCALE:	AS SHOWN
DATE:	APRIL 29, 2022
PROJECT:	SUB 22 015
REVISIONS:	
PAGE NO.	SHT2

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.A.
DATE SUBMITTED: November 17, 2022
MEETING DATE: November 21, 2022

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Emergency Medical Services

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action, if any, on Ordinance repealing and replacing Ordinance No. O-2022-39 regulating emergency ambulance services *(1st Reading)*. **This item supports QL - Quality of Life.**

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

Issue: Repeal ordinace in its entirety

Fiscal Consideration: N/a

Staff Recommendation: Approval

Alternatives: N/A

Exclude Material from Public Packet? No
Reason: N/A

ROUTING:

Hilda Pedraza	Created/Initiated - 11/17/2022
Patricia Rigney	Approved - 11/18/2022
Karla Saavedra	Approved - 11/18/2022
City Management Office	Final Approval - 11/18/2022

ORDINANCE NO. O-2022-_____

AN ORDINANCE REPLEALING AND REPLACING ALL PRIOR ORDINANCES IN CONFLICT, REPLACING CHAPTER 50, ARTICLE III OF THE CITY CODE OF ORDINANCE REGULATING EMERGENCY AMBULANCE SERVICE IN THE CITY OF PHARR; DECLARING THAT THE CITY WILL BE SOLE PROVIDER OF EMERGENCY AMUBLANCE SERVICE WITHIN THE CITY, PROVIDING FOR PENALTY; REPEALING PRIOR ORDINANCES, PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, a privately owned and operated ambulance company had furnished public and emergency ambulance service to the Citizens of Pharr for many years; and

WHEREAS, such privately owned and operated ambulance company is on the verge of discontinuing such ambulance services in the City of Pharr in 2021; and

WHEREAS, the continuance of emergency and non-emergency ambulance services and emergency medical services to the citizens of Pharr is of utmost important to the health, safety, and welfare of the Citizens of Pharr, and

WHEREAS, the City Commission of the City of Pharr, Texas has investigated and determined that there is a public need for emergency and non-emergency ambulance services; and that the further regulation and provision of such ambulance services is intended to be a valid exercise of police power by the City; and

WHEREAS, the City Commission has decided to provide emergency ambulance services, as, in the judgment of the City Commission, are necessary and reasonable for the continuing health, safety, and welfare of the citizens of Pharr; and

WHEREAS, the City deems it in the best interest of the Citizens that it declare that the City of Pharr Emergency Medical Services Department ("City EMS") will be the sole provider of emergency ambulance services within the City of Pharr city limits; and

WHEREAS, in order to safely and effectively manage the number of private ambulances within the City, it is in the best interests of the citizens of the city to adopt regulations governing private ambulance service in the City; and

WHEREAS, the City Commission therefore desires to amend the City's Code of Ordinances, Chapter 50 Article III as set forth herein.

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

Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

Purpose. The purpose of this Ordinance is to declare that the City of Pharr Emergency Medical Services Department is the sole provider of emergency ambulance response to emergency calls for service and to regulate private ambulance service within the City.

SEC. 50-86. DEFINITIONS. As used herein the following words shall have the meaning indicated:

(a) **ALS** means advanced life-support emergency medical service vehicle qualification. A vehicle qualifies as an advanced life-support emergency medical services vehicle if it:

(1) When response-ready or in-service, authorized EMS vehicles operating at the ALS level shall be staffed at a minimum with one EMT Basic and one AEMT or EMT- Intermediate

(2) has sufficient equipment and supplies for providing intravenous therapy and endotracheal or esophageal intubation; and

(3) has two-way radio communications.

(b) **Ambulance** means any vehicle equipped or used for transporting wounded, injured, or sick persons, but specifically excludes funeral coaches and vehicles used for patient transfers.

(c) **Ambulance Personnel** means a person who has the duty of performing or assisting in the performance of an ambulance call, including driving, or acting as an attendant on an ambulance.

(d) **BLS** means basic life-support emergency medical services vehicle qualification. A vehicle qualifies as a basic life-support emergency medical services vehicle if it is designed for transporting the sick or injured and has sufficient equipment and supplies for providing basic life-support.

(e) **City** means and refers to the City of Pharr, Texas, and its city limits.

(f) **Critical Care Transport** means the provision of medical care by a critical care transport team to a patient requiring critical care transport by a critical care transport agency such that the failure to initiate on an urgent basis or maintain during transport acute medical interventions, pharmacological interventions, or technologies would likely result in sudden, clinically significant or life-threatening deterioration in the patient's condition.

(g) **Emergency ambulance** means an ambulance used, designed, or redesigned for the purpose of transporting the sick or injured, providing basic life-support, advanced life-support, or mobile intensive care, the rendering of first aid, and/or assisting in rescue operations while the vehicle is being operated under emergency conditions.

(h) **Emergency/9-1-1call** means a request for ambulance service in which the element of time in transporting the sick, injured or wounded for medical treatment is essential to the health or life of such person.

(i) **Emergency circumstances** mean the existence of circumstances in which the element of time in transporting the sick, injured or wounded for medical treatment is essential to the health or life of such person.

(j) **Emergency medical service advisory designee (EMSAD)** means the individual (normally the EMS Chief or his designee) authorized to oversee the operation of the ambulance service system.

(k) **Emergency patient** means a person in whom a sickness or injury may cause a significant risk to the person's life or limb. Such sickness or injury may include, but is not limited to, trauma (major injury to the body, head, or extremities), chest pain, abdominal pain, unconsciousness, delirium, imminent delivery of a child, and serious infection.

(l) **Emergency run** means an emergency ambulance trip, that may require the use of warning lights or sirens, to the place where an emergency exists or from the place of the emergency to a hospital, medical clinic or office, or other appropriate destination for the patient.

(m) **EMS Chief** means the director of the EMS Department designated by the City Manager to enforce and administer this Ordinance, or the Director's authorized representative.

(n) **MICU** means mobile intensive care unit. Emergency ambulance service that utilizes a vehicle designed and qualified as an advanced life-support emergency services vehicle as defined herein and has sufficient equipment and supplies to provide cardiac monitoring, defibrillation, cardioversion, drug therapy, and two-way radio communication, and when response-ready or in-service, authorized EMS vehicles operating at the MICU level shall be staffed at a minimum with one EMT Basic and one certified or licensed EMT-Paramedic.

(o) **Neonate/Pediatric Transport Personnel** means a registered nurse, physician, or respiratory therapist specially trained in the emergency and transport care of newborn and pediatric patients.

(p) **Operate** means to drive or to be in control of an ambulance.

(q) **Operator** means the driver of an ambulance, the owner of an ambulance, or the holder of a private ambulance service license.

(r) **Owner** means the person to whom state license plates for a vehicle were issued.

(s) **Person** means any individual, corporation, business, trust, partnership, association, or other legal entity.

(t)**Pharr Public Safety Communication Center** means the central communications center of the City of Pharr.

(u) **Private ambulance** means an ambulance constructed, equipped, and used for transporting sick, injured, or deceased persons under circumstances that do not constitute an emergency and have not been represented as an emergency.

(v) **Private ambulance service** means the business of transporting, for compensation, sick, injured, or deceased persons under circumstances that do not constitute an emergency and have not been represented as an emergency. (BUT SEE DEFINITNION OF TRANSPORT SERVICE)

(w) **Private Ambulance Service Registration** means a permit issued by the City to allow a private ambulance service to operate within the City. A private ambulance service becomes registered when it applies, meets the requirements specified in this Ordinance, and has been approved by the City.

(x) **Registered Agency** means a person or entity authorized under this article to engage in private ambulance service. The term includes any owner, operator, driver, ambulance personnel, employee, or agent of the licensed business, but does not include a subcontractor.

(y) **Response time** means the total elapsed time between the moment the licensee's dispatch center personnel have received a request for services and patient location (i.e., "time call received") and the moment the licensee's responding unit arrives upon the scene of the emergency incident (i.e., "time unit arrived").

(z) **Special event** means any parade, sporting event, concert, or other event or gathering requiring on-site standby medical personnel.

(aa) **Specialized Emergency Medical Services Vehicle** means a vehicle that is designed for responding to and transporting sick or injured persons by any means of transportation other than by standard automotive ground ambulance or rotor or fixed wing aircraft that has sufficient staffing, equipment, and supplies to provide for the specialized needs of the patient transported. This category includes, but is not limited to, watercraft, off-road vehicles, and specially designed, configured, or equipped vehicles used for transporting special care patients such as critical care or burn patients.

(bb) **Street** means any street, alley, avenue, boulevard, drive, highway, or other surface commonly used for the purpose of travel within the corporate City limits of the City.

(cc)**Transport Service** shall include:

1. The non-emergency pickup and delivery within the limits of the City of sick, injured, or wounded persons where the element of time in transporting said sick, injured, or wounded persons (patients to or from a hospital, rest home, or other health care facility) is not essential to the health or life of such patient. Such transport vehicles shall be at a BLS as a minimum during the transport of a patient. The transport service regulated hereby does not regulate the pickup of a patient outside the City.

2. Responding to an Emergency/ 9-1-1 Call. Such transport vehicles shall have as a minimum of a MICU vehicle and a paramedic attendant, unless directed otherwise by City emergency personnel (i.e., major emergency situations with multiple injuries).

SEC. 50-87 AMBULANCE SERVICES PROVIDED BY CITY EMERGENCY MEDICAL SERVICES DEPARTMENT

A. The City Emergency Medical Services Department (City EMS) shall provide all emergency ambulance response to emergency calls for service within the City except as provided herein.
B. The City EMS department shall be the sole primary provider of all emergency medical services upon the streets, alleys or any public way or place within the City; provided, however, the City EMS Department may authorize registered private ambulance services to provide transport service and special event services when City EMS Services are not available.
C. The City shall charge fees for non-emergency and emergency ambulance services in the City provided in response to all calls for service received by the City EMS Department.
D. The person receiving emergency ambulance service, whether transported by ambulance or treated without being transported by ambulance and any person contracting for the service shall be responsible for payment of all fees. In the case of service received by a minor, the parent or guardian of the minor shall be responsible for payment of all fees.

SEC. 50-88 PRIVATE AMBULANCE SERVICE REGISTRATION REQUIRED.

A. A person commits an offense if he operates a private ambulance service within the City without a valid private ambulance service registration issued by the City or operates or attempts to operate a private emergency ambulance service within the City in violation of this Ordinance. Proof of registration shall be prominently displayed on the rear driver side of the ambulance.

B. A person commits an offense if he advertises or causes to be advertised the operation of a private ambulance service that does not have a valid private ambulance service registration granted under this Ordinance when the advertisement is reasonably calculated to be seen by persons seeking private ambulance service in the city.

C. A person commits an offense if he transports or offers to transport, for compensation, a sick, injured, or deceased person by private ambulance from a location within the City to a location either inside or outside the City without holding or being employed by a person holding a valid private ambulance service registration issued under this Ordinance.

D. A person commits an offense if he hires or employs a private ambulance service to pick up a sick, injured, or deceased person in the city when he knows the private ambulance service does not have a valid private ambulance service registration under this Ordnance.

E. No person shall furnish, operate, conduct, maintain, advertise, or otherwise be engaged in the operation of medical transfer services upon the streets of the City without first having registered in accordance with the terms and provisions of this Ordinance.

F. An exception shall be made on emergency services furnished for calls originating outside the City.

G. Specialized Emergency Medical Services Vehicles are exempted from the registration requirements of this Ordinance.

SEC. 50.89 PRIVATE AMBULANCE REGISTRATION REQUIREMENTS

To obtain a private ambulance service registration, a person must make written application to the EMS Chief containing the following:

(1) The name, telephone number, address, and e-mail address of the owner(s) of the ambulance service, the trade name under which applicant does business, and the street address and telephone number of the business establishment from which the private ambulance service will be operated.

(2) The form of business of the applicant and, if the business is a sole proprietorship, partnership, corporation, or association, a copy of the documents establishing the business and the name and address of each person with a direct interest in the business.

(3) A brief description of the experience and history of the ambulance service as well as a minimum of three references, one of which must be from a hospital located in Hidalgo County, with the name and business phone number of a contact person, capable of evaluating the ambulance service provider in a comprehensive manner.

(4) Proof of a registration from the Texas Department of State Health Services to operate as an emergency medical services provider.

(5) A brief description of the method by which emergency ambulance service is to be provided and coordinated with local hospitals, police, and fire departments, and 911 emergency service, as applicable, in the City.

(6) The location and description from which the ambulance(s) will operate within the service delivery districts.

(7) The number and description of the ambulance(s), including photos, the make, model, year of manufacture, Vehicle Identification Number, state license number for the current year, and a description of the equipment in each ambulance for providing emergency medical service.

(8) Identity of the persons who will operate the ambulance(s) and their certifications issued by the Texas Department of State Health Services.

(9) A statement that the applicant agrees to comply with this Ordinance and all local, state, and federal laws.

(10) A statement that the applicant will render satisfactory and efficient ambulance service in accordance with criteria and standards generally recognized in the emergency ambulance business.

(11) A certificate of insurance verifying insurance in the amounts set forth in this division for the full term of the proposed registration.

SEC 50-90. REQUIREMENTS FOR ISSUANCE OF REGISTRATION

(A) The EMS Chief or his/her designee may recommend the issuance of a registration to the City Manager if he/she determines:

(1) That the applicant maintains a sufficient number of ambulances with adequate equipment to efficiently serve the general public in the City and that the granting of such license will promote the health, safety, and general welfare of the general public.

(2) That the applicant has filed with the EMS Chief or his/her designee insurance policies providing insurance coverage for each vehicle owned or operated by the applicant for injury to or death of persons in accidents resulting from any cause for which the owner or operator of the vehicle would be liable on account of any liability imposed on such person by law, regardless of whether the ambulance was being driven by the owner or owner's employee, agent, agent, or lessee. Applicant shall provide coverage in all categories equivalent to the 911 contract provider:

(3) Liability for injury to any one person, $1,000,000

(a) Liability arising out of one occurrence, for injury to one or more persons arising out of one occurrence, $1,000,000.

(b) Property damage, per occurrence, $1,000,000.

(c) The applicant has provided a certificate of malpractice insurance of $1,000,000 for each claim. The applicant shall provide malpractice insurance on "occurrence" rather than a "claims made" basis. That is, as long as the incident occurred during the policy period, coverage shall be provided no matter when the claim is made, even if the claim is made several months or years after the actual event took place or after this contract or the insurance policy expires.

(d) The certificate of insurance shall show general liability coverage for the applicant in the amount of $1,000,000.00. If a license is issued, the licensee shall name the City as an additional insured on such policies.

(e) Insurance required under this section must include: (1) a cancellation provision in which the insurance company is required to notify the City EMS Department in writing not fewer than ten (10) days before canceling, failing to renew, or making a material change to the insurance policy; and (2) a provision to cover all vehicles, whether or not owned by the registrant, operating under the private ambulance service registration.

(4) That the applicant and applicant's agents and employees hold all licenses required by state laws.

(5) That a satisfactory method of communication between registrant and the City EMS Department, including any agency within the City which may be tasked with enforcement of this chapter, has been agreed upon.

(6) All applicants shall make their ambulances available for an inspection at a time and date set by the City EMS Chief or his designee.

(7) As a condition of obtaining a registration, the applicant or its designated agent shall execute a hold harmless, defend and indemnification agreement with the City.

(B) The recommendation made by the City EMS Chief or his/her designee may be appealed to the City Manager.

(C) The City Manager shall make a final determination which shall be final and not appealable.

(D) Issuance of Registration.

(1) After receipt of an application for registration as required by this chapter, the City EMS Chief and/or his/her designee shall consider such application and shall review any information the applicant may wish to present.

(2) Upon receipt of a recommendation by the City EMS Chief or his/her designee a final determination shall be made by the City Manager, which shall be final and conclusive and without appeal.

(E) Registration Issuance Requirements.

The public convenience and necessity require the proposed ambulance or transport service for which the application has been submitted. In determining whether public convenience and necessity require the registration of the proposed ambulance or transport service, the City Manager and/or his/her designee shall consider whether the public is, at the time, adequately served, the financial responsibility of the applicant, the number, kind and type of equipment, certification levels of personnel on units, the schedule of rates proposed to be charged, the increase traffic congestion upon the streets of the City, the demand for increased parking space upon the streets which will result, whether the safe use of the streets by the public, both vehicular and pedestrian, will be preserved, and such other

facts as may be relevant to the above, including the services provided by the City EMS Department at this time.

SEC. 50-91. - REQUIREMENTS FOR REGISTRANTS.

(a) Minimum equipment and facilities.

(1) All persons operating such ambulances and rendering emergency service shall have all licenses and/or certificates required by state law and shall comply with all rules and regulations prescribed by the Texas State of State Health Services.

(2) The registrant shall maintain an office in Hidalgo County which is accessible to the public and staffed at least 30 hours per week during normal working hours.

(b) Personnel and Staffing Requirements.

(1) All ambulances of registrant shall be staffed with personnel in accordance with state department of health guidelines and Title 25, Texas Administrative Code.

(2) One hundred percent of the registrant's emergency response staff shall possess current basic EMT or higher qualifications.

(3) The registrant shall require that all personnel wear uniforms during the performance of their duties, which uniforms shall be adopted by registrant, and which will allow the general public to readily identify such personnel as emergency ambulance personnel.

(4) When on duty, registrant's personnel shall carry on their person photo identification cards and certifications issued by the state department of health establishing their certification.

(c) Operation of Ambulances.

(1) No company, except as stated in Section 50-88, shall operate any ambulance upon the public streets in rendering ambulance services in response to calls unless holding a valid registration from the City, and until such ambulance has been certified for such usage by the City EMS Chief or his/her designee, and the owner of such ambulance and the person operating same have complied with all rules and regulations prescribed by the City, and shall have complied with the statues of the state pertaining to the operation of ambulances and are the holders of valid permits and/or licenses for such purpose.

(2) No company shall operate any ambulance upon public streets in rendering of non-emergency services, such as transferring patients from hospitals, nursing homes, physicians' offices or other medical facilities or private residences, unless holding a valid registration from the City and until such ambulance has been certified for such usage by the City EMS Chief or his/her designee, and the owner of such ambulance and the person operating same have complied with the rules and regulations prescribed by the City, and have complied with the statues of the state pertaining to the operation of ambulances and are holders of valid permits and/or licenses for such purposes. It shall be unlawful for any company to operate

an ambulance within the City without displaying a valid City of Pharr private ambulance service registration license.

(3) Private ambulance service registrant's facilities and ambulances are subject to random inspection for Ordinance compliance by applicable City staff. Registrant holder shall also make records available for review to applicable City staff to determine Ordinance compliance.

(4) It shall be unlawful for the owner, operator, or any employee of an establishment or any person to knowingly hire or summons any ambulance in violation of this Ordinance.

SEC. 50-92. - TERM OF LICENSE; RENEWAL.

A private ambulance service registration expires one year from the date of issuance. Furthermore, upon successful acquisition of a new ambulance service contract the registrant will be required to prepay the fee in reference to the length of time of the contract and complete the renewal application for registration.

SEC. 50-93. REGISTRATION FEES.

(1) *Registration Fees*. All registrations issued under the terms hereof shall terminate one year from the date of issuance and may be renewed by filing a renewed application at least 30 days prior to such date. Prior to the issuance of an approved registration, the applicant shall pay a sum of $500.00 to the City, which sum is considered as the reasonable and necessary cost to administer this chapter and registrations issued hereunder.

(2) *Inspection fees.* A successful applicant shall pay for such license the sum of $150.00 per every ten ambulances presented for inspection. Said sum is considered as the reasonable and necessary cost to administer this chapter and registrations issued hereafter. The registration sticker must be displayed clearly on the left rear door of the ambulance. If the ambulance unit fails inspection, the company will be given 30 days to bring vehicle back for re-inspection, if the ambulance company is not in compliance within those 30 days, the registration fee will not be refunded.

SEC. 50-94. – PRIVATE AMBULANCE SERVICE REGULATIONS

A. It shall be unlawful for any person, either as owner, agent or otherwise, other than a member of the City EMS Department, or any town, county, state or agency of the United States, or duly appointed representative of the City, to furnish, operate, conduct, maintain, advertise or otherwise be engaged in or profess to be engaged in the operation of emergency ambulance service, transport service, or special

event EMS service, upon the streets, alleys or any public way or place within the City, for the purpose of treating and/or transporting patients within the City, except in the following circumstances:

1. A person shall operate an emergency ambulance within the City to render assistance during a catastrophe or major emergency, whether an emergency exists, if requested to do so by the City EMS Department, jn writing via mutual aid agreement, when City EMS Department emergency ambulances are determined to be insufficient in number or inadequate for other reasons.
2. A registered agency may operate a private ambulance within the City as a backup emergency ambulance if requested to do so by the City EMS Department, in writing via mutual aid agreement, when City EMS Department emergency ambulances are not available for emergency calls, transport service, or special events.
3. A registered agency may operate a private ambulance on an emergency run if, upon providing transport within the City in response to transport that originated outside the City, the registered agency determines that an emergency exists requiring the sick or injured person to be transported with all practical speed to a hospital and notifies the City EMS Department of the emergency run.
4. A registered agency may operate a private ambulance on an emergency run if, while performing the service of maintaining a private ambulance at a particular location for a special event within the City, the registered agency determines that an emergency exists requiring ta sick or injured person to be transported with all practical speed to a hospital and notifies the City EMS Department of the emergency run.

B. This prohibition does not apply to the operation of an air ambulance that is regulated and certified by the U.S. Federal Aviation Administration and that is operating in compliance with state licensing requirements.

C. Any person who operates a registered private ambulance on an emergency run under this section shall, if requested in writing by the City EMS Department, within 10 days of each emergency run, submit to the EMS Chief a report describing the circumstances requiring the emergency run.

D. In the event a patient dies while being transported from one place within the City to another place within or beyond its limits, the registrant of such ambulance shall:

1. Immediately notify the City EMS Department of such death, by two-way radio or telephone; and
2. Within twenty-four (24) hours of the incident, file a written report with the Chief of Police upon such forms as he may provide or prescribe, giving all information therein required an any other relevant information which the Police Chief may require.

SEC. 50-95. INTENTIONALLY LEFT BLANK

SEC. 50-96. - ALLOWABLE CHARGES.

(a) Registrants are authorized to charge the rates prescribed and set forth in this division. The City of Pharr will not guarantee payment of such fees, nor will it process billing for the registrant. Fees shall be paid by persons receiving the service directly to the registrant. Registrants shall not charge for equipment, medical supplies and/or services provided by the City. Licensees shall not charge more than 125 percent of the Medicare prevailing rate for the City of Pharr for transportation. The City reserves the right and option to bundle bill and adjust as necessary for the betterment of the city.

(b) The following rates shall be charged for emergency ambulance services in the City:

ALS 2 AMBULANCE	Unit Price Amount	$2,000.00
14-24 GAUGE CATHETER	Unit Price Amount	$30.00
AIRWAY MAINTENANCE	Unit Price Amount	$100.00
ALCOHOL PREPS	Unit Price Amount	$2.20
ALS EMERGENCY AMBULANCE	Unit Price Amount	$1,800.00
ALS N-EMERGENCY AMBULANCE	Unit Price Amount	$1,800.00
ALS SUPPLIES	Unit Price Amount	$165.00
BAG VALVE MASK - ADULT	Unit Price Amount	$50.00
BAG VALVE MASK - CHILD	Unit Price Amount	$45.00
BANDAGES 5X9 / DRESSINGS	Unit Price Amount	$30.00
BETADINE PREP	Unit Price Amount	$2.00
BLEEDING CONTROL PROCEDURE	Unit Price Amount	$100.00

BLS EMERGENCY AMB	Unit Price Amount	$1,400.00
BLS NON-EMERG (3RD TRIP)	Unit Price Amount	$1,400.00
BLS NON-EMERGENCY TRANSPORT	Unit Price Amount	$1,400.00
BLS SUPPLIES	Unit Price Amount	$150.00
CARDIAC 3/4/12 LEAD/INTERPRETATION	Unit Price Amount	$150.00
CHEST DECOMPRESSION KIT	Unit Price Amount	$150.00
CHEST DECOMPRESSION PROCEDURE	Unit Price Amount	$150.00
CHEST TUBE MANAGEMENT	Unit Price Amount	$100.00
CLOTH TAPE - 2"	Unit Price Amount	$5.50
CLOTH TAPE 1"	Unit Price Amount	$5.50
COLD PACK / HOT PACK	Unit Price Amount	$45.00
CPAP - CONT AIRWAY PRESS VENT	Unit Price Amount	$150.00
CPAP CIRCUIT	Unit Price Amount	$100.00
CPR	Unit Price Amount	$150.00
DEFIB / CARDIOVERSION	Unit Price Amount	$200.00
DIPHENHYDRAMINE HCL INJ 50 MG	Unit Price Amount	$59.00

DISPOSABLE BLANKET	Unit Price Amount	$15.00
DRUG - ADENOSINE 1 MG	Unit Price Amount	$75.00
DRUG - DILTIAZEM 5MG VIA IV	Unit Price Amount	$75.00
DRUG - DOPAMINE HCL 40MG	Unit Price Amount	$75.00
DRUG - ORAL GLUCOSE	Unit Price Amount	$75.00
DRUG -METHYLPREDNISOLONE 125MG	Unit Price Amount	$75.00
DRUGS - ALBUTEROL 0.083% 3ML	Unit Price Amount	$30.00
DRUGS - ASPIRIN @ 81MG	Unit Price Amount	$4.00
DRUGS - ATROPINE @ 1MG 10ml	Unit Price Amount	$67.00
DRUGS - ATROVENT 0.5MG/2.5ML	Unit Price Amount	$75.00
DRUGS - BENADRYL 50 MG/ML 1ML1	Unit Price Amount	$75.00
DRUGS - DEXTROSE 50% 500ml	Unit Price Amount	$75.00
DRUGS - EPI 0.1 mg injectable	Unit Price Amount	$75.00
DRUGS - EPI @ 1:10,000 1ml	Unit Price Amount	$75.00
DRUGS - FUROSEMIDE 20 MG	Unit Price Amount	$75.00
DRUGS - GLUCOSE 15G	Unit Price Amount	$75.00
DRUGS IV NORMAL SALINE 250CC	Unit Price Amount	$35.00

DRUGS - LABETALOL 10MG	Unit Price Amount	$75.00
DRUGS - LACTATE RINGERS 1000ML	Unit Price Amount	$75.00
DRUGS - LIDOCAINE 1% 10ML	Unit Price Amount	$75.00
DRUGS - MAGNESUIM SULFATE	Unit Price Amount	$100.00
DRUGS - MIDAZOLAM HCL 1 MG	Unit Price Amount	$75.00
DRUGS - MORPHINE SULFATE 2MG	Unit Price Amount	$75.00
DRUGS - NALOXONE 1 MG	Unit Price Amount	$75.00
DRUGS - Ondansetron HCl 1MG	Unit Price Amount	$75.00
DRUGS - PHENERGAN 25MG	Unit Price Amount	$75.00
DRUGS - SUCCINYLCHOLINE 20MG	Unit Price Amount	$75.00
DRUGS - THIAMINE 100 MG	Unit Price Amount	$39.80
DRUGS- Fentanyl citrate IV	Unit Price Amount	$75.00
DRUGS -NITROGLYCERIN TAB/SPRAY	Unit Price Amount	$35.00
DRUGS-SODIUM BICARB 8.4% 50mEq	Unit Price Amount	$75.00
EKG - ELECTRO PADS DISPOSABLES	Unit Price Amount	$28.00
EKG - PAPER STRIPS DISPOSABLES	Unit Price Amount	$3.00
EKG "UNILEAD" 12 LEAD ELECTROD	Unit Price Amount	$70.00

EMESIS BASIN / BAG	Unit Price Amount	$9.00
ENDTIDAL CO2 MONITOR-DETECTOR	Unit Price Amount	$75.00
ET STYLET - ADULT	Unit Price Amount	$11.00
ET STYLET - CHILD	Unit Price Amount	$11.00
ET TUBE	Unit Price Amount	$28.00
ET TUBE TAMER - ADULT	Unit Price Amount	$3.00
ET TUBE TAMER - CHILD	Unit Price Amount	$3.00
EXTRA ATTENDENT	Unit Price Amount	$75.00
GLOVES DISPOSABLES	Unit Price Amount	$7.00
GLUCOMETER	Unit Price Amount	$40.00
GLUCOSE MISC SUPPPLIES	Unit Price Amount	$29.00
GROUND MILEAGE	Unit Price Amount	$35.00
IMMOBILIZATION - BACKBOARD SPL	Unit Price Amount	$100.00
IMMOBILIZATION - C-COLLAR	Unit Price Amount	$75.00
IMMOBILIZATION - HEAD BLOCKS	Unit Price Amount	$50.00
IMMOBILIZATION - SPIDER WEBING	Unit Price Amount	$25.00
IMMOBILIZATION PROCEDURE	Unit Price Amount	$150.00

INTRAOSSEOUS NEEDLE	Unit Price Amount	$150.00
INTUBATION	Unit Price Amount	$150.00
IV - 10 GTTS MACRO SET	Unit Price Amount	$30.00
IV - DRIP SET	Unit Price Amount	$30.00
IV - LACTATED RINGERS 1000ML	Unit Price Amount	$75.00
IV - SALINE FLUSH 10CC	Unit Price Amount	$15.00
IV - START KIT	Unit Price Amount	$75.00
IV - VENIGARD	Unit Price Amount	$15.00
IV - VENIGUARD	Unit Price Amount	$20.00
IV ADMIN SET	Unit Price Amount	$49.50
IV PUMP	Unit Price Amount	$75.00
IV SUPPLIES AND CATHETER	Unit Price Amount	$175.00
KERLEX	Unit Price Amount	$25.00
LEUR LOCK	Unit Price Amount	$25.00
MAC/LARYNGOSCOPE BLADE-ALL SZS	Unit Price Amount	$25.00
Midazolam hydrochloride 1MG	Unit Price Amount	$75.00
NASAL INTUBATION KIT	Unit Price Amount	$75.00

NEBULIZER	Unit Price Amount	$28.50
NEBULIZER MASK	Unit Price Amount	$40.00
NEEDLE 18G - 22G	Unit Price Amount	$20.00
NON-COVERED MILEAGE	Unit Price Amount	$35.00
NON-REBREATHER MASK	Unit Price Amount	$45.00
NON-REBREATHER MASK	Unit Price Amount	$45.00
NPA (NASAL PHARIYNGAL AIRWAY)	Unit Price Amount	$20.00
O2 TUBING	Unit Price Amount	$8.00
ONDANSETRON HYDROCHLO INJ 1MG	Unit Price Amount	$36.00
OPA (ORAL PHARIYNGAL AIRWAY)	Unit Price Amount	$6.00
OXYGEN	Unit Price Amount	$75.00
OXYGEN MASK/NASAL CANNULA	Unit Price Amount	$50.00
PILLOW DISPOSABLES	Unit Price Amount	$10.00
PULSE OXIMETRY	Unit Price Amount	$30.00
RAPID SEQUENCE INDUCTION	Unit Price Amount	$150.00
RATE FLOW EXTENSION SET	Unit Price Amount	$75.00
RETURNED CHECK FEE	Unit Price Amount	$25.00

ROTOR	Unit Price Amount	$27,500
ROTOR MILEAGE	Unit Price Amount	$250.00
Special Care Transport (SCT)	Unit Price Amount	$2,000.00
SHEETS DISPOSABLES	Unit Price Amount	$16.50
STERILE - 4X4 OR 2 X 2	Unit Price Amount	$12.10
SUCTION - AIRWAY MAINT	Unit Price Amount	$30.00
SUPERGLOTIC AIRWAY	Unit Price Amount	$150.00
SYRINGE 1CC - 10CC	Unit Price Amount	$15.00
TRAUMA CONTROL PROCEDURE	Unit Price Amount	$150.00
TREATMENT / NO TRANSPORT	Unit Price Amount	$50.00
VACUTAINER HOLDER	Unit Price Amount	$5.50
VACUTAINER LUER ADAPT / NEEDLE	Unit Price Amount	$5.50
VENT - SINGLE USAGE CIRCUIT	Unit Price Amount	$50.00
VENTILATOR AIRWAY MAINTANCE	Unit Price Amount	$100.00
WAITING TIME 1/2 HR INCREMENTS	Unit Price Amount	$50.00
WC MILEAGE	Unit Price Amount	$3.00
WHEELCHAIR BASE	Unit Price Amount	$20.00

Medical Records	Unit Price Amount	$25.00
Copy of EMS Bill	Unit Price Amount	$25.00
Fixed Wing	Unit Price Amount	$25,000
Fixed Wing Mileage	Unit Price Amount	$250.00
	EMS DEDICATED SPECIAL EVENT Services	
MICU Ambulance	Unit Price Amount	$140.00
ALS Ambulance	Unit Price Amount	$125.00
BLS Ambulance	Unit Price Amount	$118.00
EMT-Paramedic	Unit Price Amount	$45.00
EMT-Advanced	Unit Price Amount	$37.50
EMT-Basic	Unit Price Amount	$30.00

* If patient is pronounced dead at the scene of an incident after the ambulance is called, charges will be limited to base rate and any supplies used at the scene.

SEC. 50-97. -RECORDS REQUIRED.

True and accurate records of activities in the City shall be kept as required by local, state, and federal law, including the following:

(1) The number of emergency calls made;

(2) The name of the person requesting emergency service, and the location thereof;

(3) The time that the call was received, the time that the ambulance was dispatched and the time of arrival at the destination (the response time);

(4) The nature of the call; and

(5) The charges made for the call.

SEC. 50-98. - CITY'S RIGHT OF INSPECTION.

The City reserves the right to periodically inspect each and every registrant, including inspection of all permits, licenses, certificates, records, and equipment of registrant to ensure that all requirements of this division are being met, that the equipment provided meets all legal requirements, and to ensure that the personnel operating ambulances and rendering service hold current valid certifications issued by the state department of health and are properly trained in the operation of the ambulance, the use of all equipment and the performance of all required procedures.

SEC. 50-99. RESERVED RIGHTS OF CITY.

The City reserves the right to grant an exclusive contract, enter Interlocal Agreements and Mutual Aid Agreements, for emergency ambulance service for such period of time as it deems necessary to a qualified registrant upon terms and conditions to be agreed upon between the parties, subject to the requirements and conditions of this division. If so designated, only the City EMS Department or its Designated provider shall respond to emergency calls.

SEC. 50-100. ASSUMPTION OF RISK, INDEMNITY OF CITY.

The registrant, as a condition of the issuance of a registration under this division, agrees to assume all risks incident to or in connection with the operation of an ambulance service within the City and its extraterritorial jurisdiction, and agrees to be solely responsible for all accidents, injuries, or damages of whatever nature to persons or property caused by or resulting from the registrant's operation. The registrant shall indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, suits, losses, damages, liens, or injuries to persons or property of whatever nature arising directly or indirectly from the registrant's operation.

SEC. 50-101. UNLAWFUL OPERATIONS AND PROHIBITED ACTS.

It shall be unlawful for any person to intentionally or knowingly:

A. Follow any police car, ambulance or fire apparatus which is responding to an emergency call on the streets of the City.

B. Solicit on the streets of the City the business of transporting injured or sick persons.

C. Intercept any communication concerning emergency incidents within the City and divulge or publish the existence, contents, substance, purpose, effect or meaning of such intercepted communication and no such solicitor, owner or person, not being entitled thereto, shall receive or assist in receiving any such

message emanating through the radio medium of the EMS, Police, or Fire Department for his own benefit or for the benefit of another solicitor, owner, operator, or person in the business of furnishing ambulance service.

D. Use on a vehicle a siren and/or emergency warning light(s) without prior authorization by the City EMS Chief, unless on an emergency run.

E. Use a uniform, insignia, badge, title, identification card, or vehicle marking for the purpose of identification to the public or others as an authorized provider of emergency medical services without prior approval from the City EMS Chief.

F. Operate or cause to be operated an ambulance on any street of the City or provide ambulance standby services at any location within the City without first having registered in accordance with this Ordinance or unless exempted therefrom by the provisions of this Ordinance.

G. Operate a private ambulance or use any equipment in providing private ambulance service that fails to comply with all minimum safety and equipment standards for a basic life support vehicle by the Emergency Medical Services Act (Chapter 773, Texas Health and Safety Code), as amended, or by any rule or regulation promulgated under that act.

H. Sell or attempt to sell any plan including subscription to provide any ground ambulance services within the City limits which are not allowed by this Ordinance or any applicable law.

I. Request the services of any ambulance which is not registered in accordance with the provisions of this Ordinance or exempted therefrom by the provisions of this Ordinance.

J. Give false information to induce the dispatch of an ambulance or helicopter rescue unit.

K. Give false information on applications for private ambulance registration.

SEC. 50-102. ENFORCEMENT; PENALTY FOR VIOLATION; INJUNCTION AND OTHER REMEDIES.

(1) Pharr Police Department Officers may assist in the enforcement of this Ordinance. A police officer, upon observing a violation of this Ordinance or the rules and regulations established by this Ordinance, may take necessary enforcement action to ensure effective regulation of private ambulance service.

(2) Any person, company, registrant, or emergency service provider who violates any of the provisions of this Ordinance shall be guilty of a misdemeanor and each day the violation continues shall be a separate offense. Each offense shall be punishable by a fine not to exceed Five Hundred ($500.00) dollars.

(3) Any person, company, registrant, or emergency service provider who violates this Ordinance may have its registration cancelled by the City Manager on recommendation of the EMS Chief or his or her designee.

(4) The City Manager may enforce this Ordinance through injunctive relief and any other relief in a court of competent jurisdiction.

(5) This section shall not serve to limit any other remedies available to the City in law or equity.

(6) Any registrant cancelled under this section may not reapply for registration for a period of six months.

SEC. 50-103- MONTHLY REPORT REQUIRED

Registrants shall file a monthly written report to the EMS Chief or his or her designee within ten days after the last day of each month, setting forth the date and time of each emergency call, the origin thereof, the address where such call was made, the place where such user was delivered, the elapsed time between receipt of call and completion of service.

SECTION 20: REPEAL AND REPLACEMENT OF CONFLICTING ORDINANCE(S)

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

SECTION 21: SEVERABILITY

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

SECTION 22: PUBLICATION; EFFECTIVE DATE

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

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 21st day of November 2022.

CITY OF PHARR

_____

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

_____

HILDA PEDRAZA, CITY CLERK

ORDINANCE NO. O-2022-_____

AN ORDINANCE REPLEALING AND REPLACING ALL PRIOR ORDINANCES IN CONFLICT, REPLACING CHAPTER 50, ARTICLE III OF THE CITY CODE OF ORDINANCE REGULATING EMERGENCY AMBULANCE SERVICE IN THE CITY OF PHARR; DECLARING THAT THE CITY WILL BE SOLE PROVIDER OF EMERGENCY AMUBLANCE SERVICE WITHIN THE CITY, PROVIDING FOR PENALTY; REPEALING PRIOR ORDINANCES, PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, a privately owned and operated ambulance company had furnished public and emergency ambulance service to the Citizens of Pharr for many years; and

WHEREAS, such privately owned and operated ambulance company is on the verge of discontinuing such ambulance services in the City of Pharr in 2021; and

WHEREAS, the continuance of emergency and non-emergency ambulance services and emergency medical services to the citizens of Pharr is of utmost important to the health, safety, and welfare of the Citizens of Pharr, and

WHEREAS, the City Commission of the City of Pharr, Texas has investigated and determined that there is a public need for emergency and non-emergency ambulance services; and that the further regulation and provision of such ambulance services is intended to be a valid exercise of police power by the City; and

WHEREAS, the City Commission has decided to provide emergency ambulance services, as, in the judgment of the City Commission, are necessary and reasonable for the continuing health, safety, and welfare of the citizens of Pharr; and

WHEREAS, the City deems it in the best interest of the Citizens that it declare that the City of Pharr Emergency Medical Services Department ("City EMS") will be the sole provider of emergency ambulance services within the City of Pharr city limits; and

WHEREAS, in order to safely and effectively manage the number of private ambulances within the City, it is in the best interests of the citizens of the city to adopt regulations governing private ambulance service in the City; and

WHEREAS, the City Commission therefore desires to amend the City's Code of Ordinances, Chapter 50 Article III as set forth herein.

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

Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

Purpose. The purpose of this Ordinance is to declare that the City of Pharr Emergency Medical Services Department is the sole provider of emergency ambulance response to emergency calls for service and to regulate private ambulance service within the City.

SEC. 50-86. DEFINITIONS. As used herein the following words shall have the meaning indicated:

(a) **ALS** means advanced life-support emergency medical service vehicle qualification. A vehicle qualifies as an advanced life-support emergency medical services vehicle if it:

(1) When response-ready or in-service, authorized EMS vehicles operating at the ALS level shall be staffed at a minimum with one EMT Basic and one AEMT or EMT- Intermediate

(2) has sufficient equipment and supplies for providing intravenous therapy and endotracheal or esophageal intubation; and

(3) has two-way radio communications.

(b) **Ambulance** means any vehicle equipped or used for transporting wounded, injured, or sick persons, but specifically excludes funeral coaches and vehicles used for patient transfers.

(c) **Ambulance Personnel** means a person who has the duty of performing or assisting in the performance of an ambulance call, including driving, or acting as an attendant on an ambulance.

(d) **BLS** means basic life-support emergency medical services vehicle qualification. A vehicle qualifies as a basic life-support emergency medical services vehicle if it is designed for transporting the sick or injured and has sufficient equipment and supplies for providing basic life-support.

(e) **City** means and refers to the City of Pharr, Texas, and its city limits.

(f) **Critical Care Transport** means the provision of medical care by a critical care transport team to a patient requiring critical care transport by a critical care transport agency such that the failure to initiate on an urgent basis or maintain during transport acute medical interventions, pharmacological interventions, or technologies would likely result in sudden, clinically significant or life-threatening deterioration in the patient's condition.

(g) **Emergency ambulance** means an ambulance used, designed, or redesigned for the purpose of transporting the sick or injured, providing basic life-support, advanced life-support, or mobile intensive care, the rendering of first aid, and/or assisting in rescue operations while the vehicle is being operated under emergency conditions.

(h) **Emergency/9-1-1call** means a request for ambulance service in which the element of time in transporting the sick, injured or wounded for medical treatment is essential to the health or life of such person.

(i) **Emergency circumstances** mean the existence of circumstances in which the element of time in transporting the sick, injured or wounded for medical treatment is essential to the health or life of such person.

(j) **Emergency medical service advisory designee (EMSAD)** means the individual (normally the EMS Chief or his designee) authorized to oversee the operation of the ambulance service system.

(k) **Emergency patient** means a person in whom a sickness or injury may cause a significant risk to the person's life or limb. Such sickness or injury may include, but is not limited to, trauma (major injury to the body, head, or extremities), chest pain, abdominal pain, unconsciousness, delirium, imminent delivery of a child, and serious infection.

(l) **Emergency run** means an emergency ambulance trip, that may require the use of warning lights or sirens, to the place where an emergency exists or from the place of the emergency to a hospital, medical clinic or office, or other appropriate destination for the patient.

(m) **EMS Chief** means the director of the EMS Department designated by the City Manager to enforce and administer this Ordinance, or the Director's authorized representative.

(n) **MICU** means mobile intensive care unit. Emergency ambulance service that utilizes a vehicle designed and qualified as an advanced life-support emergency services vehicle as defined herein and has sufficient equipment and supplies to provide cardiac monitoring, defibrillation, cardioversion, drug therapy, and two-way radio communication, and when response-ready or in-service, authorized EMS vehicles operating at the MICU level shall be staffed at a minimum with one EMT Basic and one certified or licensed EMT-Paramedic.

(o) **Neonate/Pediatric Transport Personnel** means a registered nurse, physician, or respiratory therapist specially trained in the emergency and transport care of newborn and pediatric patients.

(p) **Operate** means to drive or to be in control of an ambulance.

(q) **Operator** means the driver of an ambulance, the owner of an ambulance, or the holder of a private ambulance service license.

(r) **Owner** means the person to whom state license plates for a vehicle were issued.

(s) **Person** means any individual, corporation, business, trust, partnership, association, or other legal entity.

(t)**Pharr Public Safety Communication Center** means the central communications center of the City of Pharr.

(u) **Private ambulance** means an ambulance constructed, equipped, and used for transporting sick, injured, or deceased persons under circumstances that do not constitute an emergency and have not been represented as an emergency.

(v) **Private ambulance service** means the business of transporting, for compensation, sick, injured, or deceased persons under circumstances that do not constitute an emergency and have not been represented as an emergency. (BUT SEE DEFINITNION OF TRANSPORT SERVICE)

(w) **Private Ambulance Service Registration** means a permit issued by the City to allow a private ambulance service to operate within the City. A private ambulance service becomes registered when it applies, meets the requirements specified in this Ordinance, and has been approved by the City.

(x) **Registered Agency** means a person or entity authorized under this article to engage in private ambulance service. The term includes any owner, operator, driver, ambulance personnel, employee, or agent of the licensed business, but does not include a subcontractor.

(y) **Response time** means the total elapsed time between the moment the licensee's dispatch center personnel have received a request for services and patient location (i.e., "time call received") and the moment the licensee's responding unit arrives upon the scene of the emergency incident (i.e., "time unit arrived").

(z) **Special event** means any parade, sporting event, concert, or other event or gathering requiring on-site standby medical personnel.

(aa) **Specialized Emergency Medical Services Vehicle** means a vehicle that is designed for responding to and transporting sick or injured persons by any means of transportation other than by standard automotive ground ambulance or rotor or fixed wing aircraft that has sufficient staffing, equipment, and supplies to provide for the specialized needs of the patient transported. This category includes, but is not limited to, watercraft, off-road vehicles, and specially designed, configured, or equipped vehicles used for transporting special care patients such as critical care or burn patients.

(bb) **Street** means any street, alley, avenue, boulevard, drive, highway, or other surface commonly used for the purpose of travel within the corporate City limits of the City.

(cc)**Transport Service** shall include:

1. The non-emergency pickup and delivery within the limits of the City of sick, injured, or wounded persons where the element of time in transporting said sick, injured, or wounded persons (patients to or from a hospital, rest home, or other health care facility) is not essential to the health or life of such patient. Such transport vehicles shall be at a BLS as a minimum during the transport of a patient. The transport service regulated hereby does not regulate the pickup of a patient outside the City.

2. Responding to an Emergency/ 9-1-1 Call. Such transport vehicles shall have as a minimum of a MICU vehicle and a paramedic attendant, unless directed otherwise by City emergency personnel (i.e., major emergency situations with multiple injuries).

SEC. 50-87 AMBULANCE SERVICES PROVIDED BY CITY EMERGENCY MEDICAL SERVICES DEPARTMENT

A. The City Emergency Medical Services Department (City EMS) shall provide all emergency ambulance response to emergency calls for service within the City except as provided herein.
B. The City EMS department shall be the sole primary provider of all emergency medical services upon the streets, alleys or any public way or place within the City; provided, however, the City EMS Department may authorize registered private ambulance services to provide transport service and special event services when City EMS Services are not available.
C. The City shall charge fees for non-emergency and emergency ambulance services in the City provided in response to all calls for service received by the City EMS Department.
D. The person receiving emergency ambulance service, whether transported by ambulance or treated without being transported by ambulance and any person contracting for the service shall be responsible for payment of all fees. In the case of service received by a minor, the parent or guardian of the minor shall be responsible for payment of all fees.

SEC. 50-88 PRIVATE AMBULANCE SERVICE REGISTRATION REQUIRED.

A. A person commits an offense if he operates a private ambulance service within the City without a valid private ambulance service registration issued by the City or operates or attempts to operate a private emergency ambulance service within the City in violation of this Ordinance. Proof of registration shall be prominently displayed on the rear driver side of the ambulance.

B. A person commits an offense if he advertises or causes to be advertised the operation of a private ambulance service that does not have a valid private ambulance service registration granted under this Ordinance when the advertisement is reasonably calculated to be seen by persons seeking private ambulance service in the city.

C. A person commits an offense if he transports or offers to transport, for compensation, a sick, injured, or deceased person by private ambulance from a location within the City to a location either inside or outside the City without holding or being employed by a person holding a valid private ambulance service registration issued under this Ordinance.

D. A person commits an offense if he hires or employs a private ambulance service to pick up a sick, injured, or deceased person in the city when he knows the private ambulance service does not have a valid private ambulance service registration under this Ordnance.

E. No person shall furnish, operate, conduct, maintain, advertise, or otherwise be engaged in the operation of medical transfer services upon the streets of the City without first having registered in accordance with the terms and provisions of this Ordinance.

F. An exception shall be made on emergency services furnished for calls originating outside the City.

G. Specialized Emergency Medical Services Vehicles are exempted from the registration requirements of this Ordinance.

SEC. 50.89 PRIVATE AMBULANCE REGISTRATION REQUIREMENTS

To obtain a private ambulance service registration, a person must make written application to the EMS Chief containing the following:

(1) The name, telephone number, address, and e-mail address of the owner(s) of the ambulance service, the trade name under which applicant does business, and the street address and telephone number of the business establishment from which the private ambulance service will be operated.

(2) The form of business of the applicant and, if the business is a sole proprietorship, partnership, corporation, or association, a copy of the documents establishing the business and the name and address of each person with a direct interest in the business.

(3) A brief description of the experience and history of the ambulance service as well as a minimum of three references, one of which must be from a hospital located in Hidalgo County, with the name and business phone number of a contact person, capable of evaluating the ambulance service provider in a comprehensive manner.

(4) Proof of a registration from the Texas Department of State Health Services to operate as an emergency medical services provider.

(5) A brief description of the method by which emergency ambulance service is to be provided and coordinated with local hospitals, police, and fire departments, and 911 emergency service, as applicable, in the City.

(6) The location and description from which the ambulance(s) will operate within the service delivery districts.

(7) The number and description of the ambulance(s), including photos, the make, model, year of manufacture, Vehicle Identification Number, state license number for the current year, and a description of the equipment in each ambulance for providing emergency medical service.

(8) Identity of the persons who will operate the ambulance(s) and their certifications issued by the Texas Department of State Health Services.

(9) A statement that the applicant agrees to comply with this Ordinance and all local, state, and federal laws.

(10) A statement that the applicant will render satisfactory and efficient ambulance service in accordance with criteria and standards generally recognized in the emergency ambulance business.

(11) A certificate of insurance verifying insurance in the amounts set forth in this division for the full term of the proposed registration.

SEC 50-90. REQUIREMENTS FOR ISSUANCE OF REGISTRATION

(A) The EMS Chief or his/her designee may recommend the issuance of a registration to the City Manager if he/she determines:

(1) That the applicant maintains a sufficient number of ambulances with adequate equipment to efficiently serve the general public in the City and that the granting of such license will promote the health, safety, and general welfare of the general public.

(2) That the applicant has filed with the EMS Chief or his/her designee insurance policies providing insurance coverage for each vehicle owned or operated by the applicant for injury to or death of persons in accidents resulting from any cause for which the owner or operator of the vehicle would be liable on account of any liability imposed on such person by law, regardless of whether the ambulance was being driven by the owner or owner's employee, agent, agent, or lessee. Applicant shall provide coverage in all categories equivalent to the 911 contract provider:

(3) Liability for injury to any one person, $1,000,000

(a) Liability arising out of one occurrence, for injury to one or more persons arising out of one occurrence, $1,000,000.

(b) Property damage, per occurrence, $1,000,000.

(c) The applicant has provided a certificate of malpractice insurance of $1,000,000 for each claim. The applicant shall provide malpractice insurance on "occurrence" rather than a "claims made" basis. That is, as long as the incident occurred during the policy period, coverage shall be provided no matter when the claim is made, even if the claim is made several months or years after the actual event took place or after this contract or the insurance policy expires.

(d) The certificate of insurance shall show general liability coverage for the applicant in the amount of $1,000,000.00. If a license is issued, the licensee shall name the City as an additional insured on such policies.

(e) Insurance required under this section must include: (1) a cancellation provision in which the insurance company is required to notify the City EMS Department in writing not fewer than ten (10) days before canceling, failing to renew, or making a material change to the insurance policy; and (2) a provision to cover all vehicles, whether or not owned by the registrant, operating under the private ambulance service registration.

(4) That the applicant and applicant's agents and employees hold all licenses required by state laws.

(5) That a satisfactory method of communication between registrant and the City EMS Department, including any agency within the City which may be tasked with enforcement of this chapter, has been agreed upon.

(6) All applicants shall make their ambulances available for an inspection at a time and date set by the City EMS Chief or his designee.

(7) As a condition of obtaining a registration, the applicant or its designated agent shall execute a hold harmless, defend and indemnification agreement with the City.

(B) The recommendation made by the City EMS Chief or his/her designee may be appealed to the City Manager.

(C) The City Manager shall make a final determination which shall be final and not appealable.

(D) Issuance of Registration.

(1) After receipt of an application for registration as required by this chapter, the City EMS Chief and/or his/her designee shall consider such application and shall review any information the applicant may wish to present.

(2) Upon receipt of a recommendation by the City EMS Chief or his/her designee a final determination shall be made by the City Manager, which shall be final and conclusive and without appeal.

(E) Registration Issuance Requirements.

The public convenience and necessity require the proposed ambulance or transport service for which the application has been submitted. In determining whether public convenience and necessity require the registration of the proposed ambulance or transport service, the City Manager and/or his/her designee shall consider whether the public is, at the time, adequately served, the financial responsibility of the applicant, the number, kind and type of equipment, certification levels of personnel on units, the schedule of rates proposed to be charged, the increase traffic congestion upon the streets of the City, the demand for increased parking space upon the streets which will result, whether the safe use of the streets by the public, both vehicular and pedestrian, will be preserved, and such other

facts as may be relevant to the above, including the services provided by the City EMS Department at this time.

SEC. 50-91. - REQUIREMENTS FOR REGISTRANTS.

(a) Minimum equipment and facilities.

(1) All persons operating such ambulances and rendering emergency service shall have all licenses and/or certificates required by state law and shall comply with all rules and regulations prescribed by the Texas State of State Health Services.

(2) The registrant shall maintain an office in Hidalgo County which is accessible to the public and staffed at least 30 hours per week during normal working hours.

(b) Personnel and Staffing Requirements.

(1) All ambulances of registrant shall be staffed with personnel in accordance with state department of health guidelines and Title 25, Texas Administrative Code.

(2) One hundred percent of the registrant's emergency response staff shall possess current basic EMT or higher qualifications.

(3) The registrant shall require that all personnel wear uniforms during the performance of their duties, which uniforms shall be adopted by registrant, and which will allow the general public to readily identify such personnel as emergency ambulance personnel.

(4) When on duty, registrant's personnel shall carry on their person photo identification cards and certifications issued by the state department of health establishing their certification.

(c) Operation of Ambulances.

(1) No company, except as stated in Section 50-88, shall operate any ambulance upon the public streets in rendering ambulance services in response to calls unless holding a valid registration from the City, and until such ambulance has been certified for such usage by the City EMS Chief or his/her designee, and the owner of such ambulance and the person operating same have complied with all rules and regulations prescribed by the City, and shall have complied with the statues of the state pertaining to the operation of ambulances and are the holders of valid permits and/or licenses for such purpose.

(2) No company shall operate any ambulance upon public streets in rendering of non-emergency services, such as transferring patients from hospitals, nursing homes, physicians' offices or other medical facilities or private residences, unless holding a valid registration from the City and until such ambulance has been certified for such usage by the City EMS Chief or his/her designee, and the owner of such ambulance and the person operating same have complied with the rules and regulations prescribed by the City, and have complied with the statues of the state pertaining to the operation of ambulances and are holders of valid permits and/or licenses for such purposes. It shall be unlawful for any company to operate

an ambulance within the City without displaying a valid City of Pharr private ambulance service registration license.

(3) Private ambulance service registrant's facilities and ambulances are subject to random inspection for Ordinance compliance by applicable City staff. Registrant holder shall also make records available for review to applicable City staff to determine Ordinance compliance.

(4) It shall be unlawful for the owner, operator, or any employee of an establishment or any person to knowingly hire or summons any ambulance in violation of this Ordinance.

SEC. 50-92. - TERM OF LICENSE; RENEWAL.

A private ambulance service registration expires one year from the date of issuance. Furthermore, upon successful acquisition of a new ambulance service contract the registrant will be required to prepay the fee in reference to the length of time of the contract and complete the renewal application for registration.

SEC. 50-93. REGISTRATION FEES.

(1) *Registration Fees*. All registrations issued under the terms hereof shall terminate one year from the date of issuance and may be renewed by filing a renewed application at least 30 days prior to such date. Prior to the issuance of an approved registration, the applicant shall pay a sum of $500.00 to the City, which sum is considered as the reasonable and necessary cost to administer this chapter and registrations issued hereunder.

(2) *Inspection fees.* A successful applicant shall pay for such license the sum of $150.00 per every ten ambulances presented for inspection. Said sum is considered as the reasonable and necessary cost to administer this chapter and registrations issued hereafter. The registration sticker must be displayed clearly on the left rear door of the ambulance. If the ambulance unit fails inspection, the company will be given 30 days to bring vehicle back for re-inspection, if the ambulance company is not in compliance within those 30 days, the registration fee will not be refunded.

SEC. 50-94. – PRIVATE AMBULANCE SERVICE REGULATIONS

A. It shall be unlawful for any person, either as owner, agent or otherwise, other than a member of the City EMS Department, or any town, county, state or agency of the United States, or duly appointed representative of the City, to furnish, operate, conduct, maintain, advertise or otherwise be engaged in or profess to be engaged in the operation of emergency ambulance service, transport service, or special

event EMS service, upon the streets, alleys or any public way or place within the City, for the purpose of treating and/or transporting patients within the City, except in the following circumstances:

1. A person shall operate an emergency ambulance within the City to render assistance during a catastrophe or major emergency, whether an emergency exists, if requested to do so by the City EMS Department, jn writing via mutual aid agreement, when City EMS Department emergency ambulances are determined to be insufficient in number or inadequate for other reasons.
2. A registered agency may operate a private ambulance within the City as a backup emergency ambulance if requested to do so by the City EMS Department, in writing via mutual aid agreement, when City EMS Department emergency ambulances are not available for emergency calls, transport service, or special events.
3. A registered agency may operate a private ambulance on an emergency run if, upon providing transport within the City in response to transport that originated outside the City, the registered agency determines that an emergency exists requiring the sick or injured person to be transported with all practical speed to a hospital and notifies the City EMS Department of the emergency run.
4. A registered agency may operate a private ambulance on an emergency run if, while performing the service of maintaining a private ambulance at a particular location for a special event within the City, the registered agency determines that an emergency exists requiring ta sick or injured person to be transported with all practical speed to a hospital and notifies the City EMS Department of the emergency run.

B. This prohibition does not apply to the operation of an air ambulance that is regulated and certified by the U.S. Federal Aviation Administration and that is operating in compliance with state licensing requirements.

C. Any person who operates a registered private ambulance on an emergency run under this section shall, if requested in writing by the City EMS Department, within 10 days of each emergency run, submit to the EMS Chief a report describing the circumstances requiring the emergency run.

D. In the event a patient dies while being transported from one place within the City to another place within or beyond its limits, the registrant of such ambulance shall:

1. Immediately notify the City EMS Department of such death, by two-way radio or telephone; and
2. Within twenty-four (24) hours of the incident, file a written report with the Chief of Police upon such forms as he may provide or prescribe, giving all information therein required an any other relevant information which the Police Chief may require.

SEC. 50-95. INTENTIONALLY LEFT BLANK

SEC. 50-96. - ALLOWABLE CHARGES.

(a) Registrants are authorized to charge the rates prescribed and set forth in this division. The City of Pharr will not guarantee payment of such fees, nor will it process billing for the registrant. Fees shall be paid by persons receiving the service directly to the registrant. Registrants shall not charge for equipment, medical supplies and/or services provided by the City. Licensees shall not charge more than 125 percent of the Medicare prevailing rate for the City of Pharr for transportation. The City reserves the right and option to bundle bill and adjust as necessary for the betterment of the city.

(b) The following rates shall be charged for emergency ambulance services in the City:

ALS 2 AMBULANCE	Unit Price Amount	$2,000.00
14-24 GAUGE CATHETER	Unit Price Amount	$30.00
AIRWAY MAINTENANCE	Unit Price Amount	$100.00
ALCOHOL PREPS	Unit Price Amount	$2.20
ALS EMERGENCY AMBULANCE	Unit Price Amount	$1,800.00
ALS N-EMERGENCY AMBULANCE	Unit Price Amount	$1,800.00
ALS SUPPLIES	Unit Price Amount	$165.00
BAG VALVE MASK - ADULT	Unit Price Amount	$50.00
BAG VALVE MASK - CHILD	Unit Price Amount	$45.00
BANDAGES 5X9 / DRESSINGS	Unit Price Amount	$30.00
BETADINE PREP	Unit Price Amount	$2.00
BLEEDING CONTROL PROCEDURE	Unit Price Amount	$100.00

BLS EMERGENCY AMB	Unit Price Amount	$1,400.00
BLS NON-EMERG (3RD TRIP)	Unit Price Amount	$1,400.00
BLS NON-EMERGENCY TRANSPORT	Unit Price Amount	$1,400.00
BLS SUPPLIES	Unit Price Amount	$150.00
CARDIAC 3/4/12 LEAD/INTERPRETATION	Unit Price Amount	$150.00
CHEST DECOMPRESSION KIT	Unit Price Amount	$150.00
CHEST DECOMPRESSION PROCEDURE	Unit Price Amount	$150.00
CHEST TUBE MANAGEMENT	Unit Price Amount	$100.00
CLOTH TAPE - 2"	Unit Price Amount	$5.50
CLOTH TAPE 1"	Unit Price Amount	$5.50
COLD PACK / HOT PACK	Unit Price Amount	$45.00
CPAP - CONT AIRWAY PRESS VENT	Unit Price Amount	$150.00
CPAP CIRCUIT	Unit Price Amount	$100.00
CPR	Unit Price Amount	$150.00
DEFIB / CARDIOVERSION	Unit Price Amount	$200.00
DIPHENHYDRAMINE HCL INJ 50 MG	Unit Price Amount	$59.00

DISPOSABLE BLANKET	Unit Price Amount	$15.00
DRUG - ADENOSINE 1 MG	Unit Price Amount	$75.00
DRUG - DILTIAZEM 5MG VIA IV	Unit Price Amount	$75.00
DRUG - DOPAMINE HCL 40MG	Unit Price Amount	$75.00
DRUG - ORAL GLUCOSE	Unit Price Amount	$75.00
DRUG -METHYLPREDNISOLONE 125MG	Unit Price Amount	$75.00
DRUGS - ALBUTEROL 0.083% 3ML	Unit Price Amount	$30.00
DRUGS - ASPIRIN @ 81MG	Unit Price Amount	$4.00
DRUGS - ATROPINE @ 1MG 10ml	Unit Price Amount	$67.00
DRUGS - ATROVENT 0.5MG/2.5ML	Unit Price Amount	$75.00
DRUGS - BENADRYL 50 MG/ML 1ML1	Unit Price Amount	$75.00
DRUGS - DEXTROSE 50% 500ml	Unit Price Amount	$75.00
DRUGS - EPI 0.1 mg injectable	Unit Price Amount	$75.00
DRUGS - EPI @ 1:10,000 1ml	Unit Price Amount	$75.00
DRUGS - FUROSEMIDE 20 MG	Unit Price Amount	$75.00
DRUGS - GLUCOSE 15G	Unit Price Amount	$75.00
DRUGS IV NORMAL SALINE 250CC	Unit Price Amount	$35.00

DRUGS - LABETALOL 10MG	Unit Price Amount	$75.00
DRUGS - LACTATE RINGERS 1000ML	Unit Price Amount	$75.00
DRUGS - LIDOCAINE 1% 10ML	Unit Price Amount	$75.00
DRUGS - MAGNESUIM SULFATE	Unit Price Amount	$100.00
DRUGS - MIDAZOLAM HCL 1 MG	Unit Price Amount	$75.00
DRUGS - MORPHINE SULFATE 2MG	Unit Price Amount	$75.00
DRUGS - NALOXONE 1 MG	Unit Price Amount	$75.00
DRUGS - Ondansetron HCl 1MG	Unit Price Amount	$75.00
DRUGS - PHENERGAN 25MG	Unit Price Amount	$75.00
DRUGS - SUCCINYLCHOLINE 20MG	Unit Price Amount	$75.00
DRUGS - THIAMINE 100 MG	Unit Price Amount	$39.80
DRUGS- Fentanyl citrate IV	Unit Price Amount	$75.00
DRUGS -NITROGLYCERIN TAB/SPRAY	Unit Price Amount	$35.00
DRUGS-SODIUM BICARB 8.4% 50mEq	Unit Price Amount	$75.00
EKG - ELECTRO PADS DISPOSABLES	Unit Price Amount	$28.00
EKG - PAPER STRIPS DISPOSABLES	Unit Price Amount	$3.00
EKG "UNILEAD" 12 LEAD ELECTROD	Unit Price Amount	$70.00

EMESIS BASIN / BAG	Unit Price Amount	$9.00
ENDTIDAL CO2 MONITOR-DETECTOR	Unit Price Amount	$75.00
ET STYLET - ADULT	Unit Price Amount	$11.00
ET STYLET - CHILD	Unit Price Amount	$11.00
ET TUBE	Unit Price Amount	$28.00
ET TUBE TAMER - ADULT	Unit Price Amount	$3.00
ET TUBE TAMER - CHILD	Unit Price Amount	$3.00
EXTRA ATTENDENT	Unit Price Amount	$75.00
GLOVES DISPOSABLES	Unit Price Amount	$7.00
GLUCOMETER	Unit Price Amount	$40.00
GLUCOSE MISC SUPPPLIES	Unit Price Amount	$29.00
GROUND MILEAGE	Unit Price Amount	$35.00
IMMOBILIZATION - BACKBOARD SPL	Unit Price Amount	$100.00
IMMOBILIZATION - C-COLLAR	Unit Price Amount	$75.00
IMMOBILIZATION - HEAD BLOCKS	Unit Price Amount	$50.00
IMMOBILIZATION - SPIDER WEBING	Unit Price Amount	$25.00
IMMOBILIZATION PROCEDURE	Unit Price Amount	$150.00

INTRAOSSEOUS NEEDLE	Unit Price Amount	$150.00
INTUBATION	Unit Price Amount	$150.00
IV - 10 GTTS MACRO SET	Unit Price Amount	$30.00
IV - DRIP SET	Unit Price Amount	$30.00
IV - LACTATED RINGERS 1000ML	Unit Price Amount	$75.00
IV - SALINE FLUSH 10CC	Unit Price Amount	$15.00
IV - START KIT	Unit Price Amount	$75.00
IV - VENIGARD	Unit Price Amount	$15.00
IV - VENIGUARD	Unit Price Amount	$20.00
IV ADMIN SET	Unit Price Amount	$49.50
IV PUMP	Unit Price Amount	$75.00
IV SUPPLIES AND CATHETER	Unit Price Amount	$175.00
KERLEX	Unit Price Amount	$25.00
LEUR LOCK	Unit Price Amount	$25.00
MAC/LARYNGOSCOPE BLADE-ALL SZS	Unit Price Amount	$25.00
Midazolam hydrochloride 1MG	Unit Price Amount	$75.00
NASAL INTUBATION KIT	Unit Price Amount	$75.00

NEBULIZER	Unit Price Amount	$28.50
NEBULIZER MASK	Unit Price Amount	$40.00
NEEDLE 18G - 22G	Unit Price Amount	$20.00
NON-COVERED MILEAGE	Unit Price Amount	$35.00
NON-REBREATHER MASK	Unit Price Amount	$45.00
NON-REBREATHER MASK	Unit Price Amount	$45.00
NPA (NASAL PHARIYNGAL AIRWAY)	Unit Price Amount	$20.00
O2 TUBING	Unit Price Amount	$8.00
ONDANSETRON HYDROCHLO INJ 1MG	Unit Price Amount	$36.00
OPA (ORAL PHARIYNGAL AIRWAY)	Unit Price Amount	$6.00
OXYGEN	Unit Price Amount	$75.00
OXYGEN MASK/NASAL CANNULA	Unit Price Amount	$50.00
PILLOW DISPOSABLES	Unit Price Amount	$10.00
PULSE OXIMETRY	Unit Price Amount	$30.00
RAPID SEQUENCE INDUCTION	Unit Price Amount	$150.00
RATE FLOW EXTENSION SET	Unit Price Amount	$75.00
RETURNED CHECK FEE	Unit Price Amount	$25.00

ROTOR	Unit Price Amount	$27,500
ROTOR MILEAGE	Unit Price Amount	$250.00
Special Care Transport (SCT)	Unit Price Amount	$2,000.00
SHEETS DISPOSABLES	Unit Price Amount	$16.50
STERILE - 4X4 OR 2 X 2	Unit Price Amount	$12.10
SUCTION - AIRWAY MAINT	Unit Price Amount	$30.00
SUPERGLOTIC AIRWAY	Unit Price Amount	$150.00
SYRINGE 1CC - 10CC	Unit Price Amount	$15.00
TRAUMA CONTROL PROCEDURE	Unit Price Amount	$150.00
TREATMENT / NO TRANSPORT	Unit Price Amount	$50.00
VACUTAINER HOLDER	Unit Price Amount	$5.50
VACUTAINER LUER ADAPT / NEEDLE	Unit Price Amount	$5.50
VENT - SINGLE USAGE CIRCUIT	Unit Price Amount	$50.00
VENTILATOR AIRWAY MAINTANCE	Unit Price Amount	$100.00
WAITING TIME 1/2 HR INCREMENTS	Unit Price Amount	$50.00
WC MILEAGE	Unit Price Amount	$3.00
WHEELCHAIR BASE	Unit Price Amount	$20.00

Medical Records	Unit Price Amount	$25.00
Copy of EMS Bill	Unit Price Amount	$25.00
Fixed Wing	Unit Price Amount	$25,000
Fixed Wing Mileage	Unit Price Amount	$250.00
	EMS DEDICATED SPECIAL EVENT Services	
MICU Ambulance	Unit Price Amount	$140.00
ALS Ambulance	Unit Price Amount	$125.00
BLS Ambulance	Unit Price Amount	$118.00
EMT-Paramedic	Unit Price Amount	$45.00
EMT-Advanced	Unit Price Amount	$37.50
EMT-Basic	Unit Price Amount	$30.00

* If patient is pronounced dead at the scene of an incident after the ambulance is called, charges will be limited to base rate and any supplies used at the scene.

SEC. 50-97. -RECORDS REQUIRED.

True and accurate records of activities in the City shall be kept as required by local, state, and federal law, including the following:

(1) The number of emergency calls made;

(2) The name of the person requesting emergency service, and the location thereof;

(3) The time that the call was received, the time that the ambulance was dispatched and the time of arrival at the destination (the response time);

(4) The nature of the call; and

(5) The charges made for the call.

SEC. 50-98. - CITY'S RIGHT OF INSPECTION.

The City reserves the right to periodically inspect each and every registrant, including inspection of all permits, licenses, certificates, records, and equipment of registrant to ensure that all requirements of this division are being met, that the equipment provided meets all legal requirements, and to ensure that the personnel operating ambulances and rendering service hold current valid certifications issued by the state department of health and are properly trained in the operation of the ambulance, the use of all equipment and the performance of all required procedures.

SEC. 50-99. RESERVED RIGHTS OF CITY.

The City reserves the right to grant an exclusive contract, enter Interlocal Agreements and Mutual Aid Agreements, for emergency ambulance service for such period of time as it deems necessary to a qualified registrant upon terms and conditions to be agreed upon between the parties, subject to the requirements and conditions of this division. If so designated, only the City EMS Department or its Designated provider shall respond to emergency calls.

SEC. 50-100. ASSUMPTION OF RISK, INDEMNITY OF CITY.

The registrant, as a condition of the issuance of a registration under this division, agrees to assume all risks incident to or in connection with the operation of an ambulance service within the City and its extraterritorial jurisdiction, and agrees to be solely responsible for all accidents, injuries, or damages of whatever nature to persons or property caused by or resulting from the registrant's operation. The registrant shall indemnify and hold harmless the City, its officers, agents, and employees from any and all claims, suits, losses, damages, liens, or injuries to persons or property of whatever nature arising directly or indirectly from the registrant's operation.

SEC. 50-101. UNLAWFUL OPERATIONS AND PROHIBITED ACTS.

It shall be unlawful for any person to intentionally or knowingly:

A. Follow any police car, ambulance or fire apparatus which is responding to an emergency call on the streets of the City.

B. Solicit on the streets of the City the business of transporting injured or sick persons.

C. Intercept any communication concerning emergency incidents within the City and divulge or publish the existence, contents, substance, purpose, effect or meaning of such intercepted communication and no such solicitor, owner or person, not being entitled thereto, shall receive or assist in receiving any such

message emanating through the radio medium of the EMS, Police, or Fire Department for his own benefit or for the benefit of another solicitor, owner, operator, or person in the business of furnishing ambulance service.

D. Use on a vehicle a siren and/or emergency warning light(s) without prior authorization by the City EMS Chief, unless on an emergency run.

E. Use a uniform, insignia, badge, title, identification card, or vehicle marking for the purpose of identification to the public or others as an authorized provider of emergency medical services without prior approval from the City EMS Chief.

F. Operate or cause to be operated an ambulance on any street of the City or provide ambulance standby services at any location within the City without first having registered in accordance with this Ordinance or unless exempted therefrom by the provisions of this Ordinance.

G. Operate a private ambulance or use any equipment in providing private ambulance service that fails to comply with all minimum safety and equipment standards for a basic life support vehicle by the Emergency Medical Services Act (Chapter 773, Texas Health and Safety Code), as amended, or by any rule or regulation promulgated under that act.

H. Sell or attempt to sell any plan including subscription to provide any ground ambulance services within the City limits which are not allowed by this Ordinance or any applicable law.

I. Request the services of any ambulance which is not registered in accordance with the provisions of this Ordinance or exempted therefrom by the provisions of this Ordinance.

J. Give false information to induce the dispatch of an ambulance or helicopter rescue unit.

K. Give false information on applications for private ambulance registration.

SEC. 50-102. ENFORCEMENT; PENALTY FOR VIOLATION; INJUNCTION AND OTHER REMEDIES.

(1) Pharr Police Department Officers may assist in the enforcement of this Ordinance. A police officer, upon observing a violation of this Ordinance or the rules and regulations established by this Ordinance, may take necessary enforcement action to ensure effective regulation of private ambulance service.

(2) Any person, company, registrant, or emergency service provider who violates any of the provisions of this Ordinance shall be guilty of a misdemeanor and each day the violation continues shall be a separate offense. Each offense shall be punishable by a fine not to exceed Five Hundred ($500.00) dollars.

(3) Any person, company, registrant, or emergency service provider who violates this Ordinance may have its registration cancelled by the City Manager on recommendation of the EMS Chief or his or her designee.

(4) The City Manager may enforce this Ordinance through injunctive relief and any other relief in a court of competent jurisdiction.

(5) This section shall not serve to limit any other remedies available to the City in law or equity.

(6) Any registrant cancelled under this section may not reapply for registration for a period of six months.

SEC. 50-103- MONTHLY REPORT REQUIRED

Registrants shall file a monthly written report to the EMS Chief or his or her designee within ten days after the last day of each month, setting forth the date and time of each emergency call, the origin thereof, the address where such call was made, the place where such user was delivered, the elapsed time between receipt of call and completion of service.

SECTION 20: REPEAL AND REPLACEMENT OF CONFLICTING ORDINANCE(S)

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

SECTION 21: SEVERABILITY

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

SECTION 22: PUBLICATION; EFFECTIVE DATE

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

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 21st day of November 2022.

CITY OF PHARR

_____

AMBROSIO HERNANDEZ
MAYOR

ATTEST:

_____

HILDA PEDRAZA, CITY CLERK

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.B.
DATE SUBMITTED: November 17, 2022
MEETING DATE: November 21, 2022

FROM: Roland Gomez, Director

DEPARTMENT: Building and Code Compliance

DIRECTOR: Roland Gomez

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2020-23 regarding Substandard Structures *(1st Reading)*. **This item supports QL - Quality of Life.**

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

Issue: Consideration and action, if any, on amending Ordinance O-2020-23 of the Code of Ordinances of the City of Pharr regarding Substandard Structures.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No
Reason: N/A

ROUTING:

Roland Gomez	Created/Initiated - 11/17/2022
Roland Gomez	Approved - 11/18/2022
Patricia Rigney	Approved - 11/18/2022
City Management Office	Final Approval - 11/18/2022

O-2022-___

AN ORDINANCE AMENDING O-2020-23 OF THE CODE OF ORDINANCES OF THE CITY OF PHARR REGARDING SUBSTANDARD STRUCTURES; DECLARING ALL ORDINANCES IN CONFLICT NULL AND VOID; DECLARING AN EMERGENCY AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Board of Commissioners for the City of Pharr, pursuant to the constitution and laws of the State of Texas including, but not limited to, Article 11, Section 5, of the Texas Constitution as a home rule city, has the authority to set forth ordinances and regulations and exercise its police powers for the public health, safety, morals, or general welfare of the citizens of the City of Pharr; and

WHEREAS, the City of Pharr wishes to expand on and provide additional guidance in its ordinance regulating substandard structures so as to better enable the City to safeguard the health, safety, and general welfare of the public; and

WHEREAS, Chapter 214 of the Texas Local Government Code authorizes the City Commission, by ordinance to require the vacation, relocation of occupants, repair, removal or demolition of a structure (or buildings) that is dilapidated, substandard, or unfit for human habitation and a hazard to the public health, safety and welfare; and

WHEREAS, Chapter 214 of the Texas Local Government Code also requires that the ordinance provide for giving proper notice to the owner of a substandard structure including providing for a public hearing to determine whether a structure complies with the standards set out in the ordinance; and

WHEREAS, Texas Local Government Code Sec.54.004 authorizes the City, as a home-rule municipality, to enforce ordinances necessary to protect health, life, and property and to preserve the good government, order and security of the municipality and its inhabitants; and

WHEREAS, pursuant to Texas Local Government Code Sec. 54.012, a municipality may bring a civil action for the enforcement of health and safety ordinances, including, among others, those: relating to the preservation of public health or to the fire safety of a building or other structure or improvement; relating to dangerously damaged or deteriorated structures or improvements; relating to conditions caused by accumulations of refuse, vegetation, or other matter that creates breeding and living places for insects and rodents, and implementing civil penalties for conduct classified by statute as a Class C misdemeanor; and

WHEREAS, the City Commission finds that substandard buildings, structures, and premises are public nuisances, as are those with an accumulation of refuse, trash, debris, junk, materials, uncultivated vegetation, and similar matter; that they pose an immediate and substantial threat to public safety and welfare in numerous ways, which tend to devalue neighboring properties and encourage crimes such as graffiti, vandalism and others.

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

SECTION 1: That the current Chapter 22, Article X, "Substandard Buildings" is hereby amended and replaced with the following provisions contained herein regarding substandard buildings with the City of Pharr, Texas**:**

ARTICLE X, "SUBSTANDARD BUILDINGS"

Section 22-446: Statutory Authority

This article is intended to adopt and implement in the broadest possible terms the powers, duties, and authorities set out in Subchapters B and C of Chapter 54 of the Texas Local Government Code, as amended, Subchapter A to Chapter 214 of the Texas Local Government Code, and Texas Government Code Section 30.00005(d), as said statutes apply to the subject matter of this article, and as otherwise stated herein, as well as the home rule powers granted the city as a home-rule city by its Charter and by the laws of the State of Texas.

Sec. 22-447. - Definitions

Words not defined herein shall be construed in conformance with their everyday, ordinary meaning. The following words, terms and phrases, when used in this Ordinance, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abate means to eliminate a noncompliance or cure a violation as directed or permitted by the City, including by securement, removal, vacation, or demolition.

Alter or Alteration means any change, addition, or modification in construction, occupancy, or any change in the structural members of a building, such as walls or partitions, columns, beams or girders; and may be referred to as "altered" or "reconstructed."

Approve or Approved means having the approval of the Code Official as the result of an investigation and tests that the Code Official conducted or by reason of accepted principles or tests by national authorities, technical, or scientific organizations; or having the approval of the appropriate enforcement official of the City as being represented by the applicant in compliance with the standards and requirements of this code or ordinance of the City that applies specifically to the item in question; or other customary approvals reserved to the City by State law or City ordinance.

Building means any structure, either temporary or permanent, having a roof or other covering, that is designed or used for the shelter, enclosure or occupancy of any person, animal, or property of any kind, including tents, awnings, or vehicles situated on private property and used for purposes of a building.

Buildings and Standards Commission shall mean the Buildings and Standards Commission appointed by the City Commission by Ordinance.

Building Official means shall refer to the person charged with the administration and enforcement of this Ordinance, or the building inspector or any duly authorized person designated to issue permits and inspect buildings or construction including permits and inspections related to the enforcement of this Ordinance.

City means the City of Pharr, Texas.

Code Official means the official who is charged with the administration and enforcement of this Chapter, or any duly authorized representative.

Commercial building means any building or structure that is used or designed to be used, in whole or in part, for retail or wholesale business, industrial, manufacturing, storage, religious, educational, amusement, entertainment, health, professional, scientific, office, or other business purposes. "Commercial buildings" are a type of non-residential building.

Construction means any clearing of land, excavation, or other action that would adversely affect the natural environment of the site. This definition does not include uses in securing survey or geological data such as necessary borings to ascertain subsurface conditions.

Dilapidated means a building that does not comply with one or more of the minimum standards set forth in Sec 22-448 (1-2).

Dwelling means the entirety or any portion of any building that is not an "apartment house," or "lodging house," and that contains one or more "dwelling units" or "guest rooms" that are used, intended, or designed to be built, used, rented, leased, let, or hired out to be occupied, or which are occupied for living purposes.

Dwelling unit means a single unit providing complete, independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking, and sanitation, to include but is not limited to: single-family, townhouse, condo, duplex, triplex, fourplex.

Occupant means any person who rents, leases, or appears to reside, rent or lease a building, structure or property through custody of the premises or who has the legal right to possession of such premises.

Owner means the holder of the title to property, as it may appear in the real property records of Hidalgo County or the records of the Hidalgo County Appraisal District.

Permit means a written document or certification issued by the building official permitting the specific construction, alteration, or extension requiring a permit under the provisions of this chapter, the technical codes and regulations stated herein.

Person shall mean and include an individual human, partnership, co-partnership, firm, company, limited liability partnership or other partnership or other such company, joint venture, joint stock company, trust, estate, governmental entity, association or corporation or any other legal entity, or their legal representatives, agents or assigns. The masculine gender shall include the feminine, the singular shall include the plural where indicated by the context.

Premises means a lot, plot or parcel of -and, including the buildings or structures thereon.

Property means and includes buildings, structures and premises.

Public Nuisance shall mean:

(1) Any condition of real property, building or other structure that fails to meet the minimum standards set forth in the International Codes or other Codes as adopted by the City and any local amendments thereto.

(2) Any attractive nuisance that may prove detrimental to children whether in a building; or attached to or grounded from the premises of a building; or upon attached to or grounded from an unoccupied lot. This includes, but not limited to, abandoned wells,

shafts, basements, or excavations; abandoned refrigerators; abandoned, junked or inoperative boats, houseboats, motor vehicles, or motor vehicle parts; broken down or dilapidated decks; or abandoned or discarded lumber, trash, fences, debris or vegetation that may prove a hazard, and any abandoned or vacant dilapidated structures;

(3) Any condition that is dangerous to human life or is detrimental to health or property;

(4) Overcrowding or occupancy in violation of this chapter;

(5) Insufficient ventilation or illumination;

(6) Inadequate or unsanitary sewerage or plumbing facilities;

(7) Uncleanliness.

(8) Whatever renders air, food, or drink unwholesome or detrimental to the health of human beings or animals;

(9) Divergence of run-off to other private or public property; or

(10) The inability of a structure to obtain or maintain a certificate of occupancy due to its dilapidated status. For example, any building that is in a state of dilapidation, substandard, deterioration or decay, faulty construction, overcrowded, open, vacant or abandoned, damaged by fire to the extent as not to provide shelter, in danger of collapse or failure and dangerous to anyone on or near the building.

Repair means the permitted, reconstruction, renovation, or renewal of any part of an existing building for the purpose of its maintenance. This term shall not apply to any change or construction, alteration, or additions to a building other than for the purpose of reconstruction, renovation, or renewal.

Responsible Parties or responsible party means the owner or occupant, including the person in custody of the building, property or structure and any mortgagee or lien holder.

Shall is a mandatory term.

Structure means that which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner, or any part of the aforementioned.

Substandard structure means any structure or building located within the incorporated limits of the City that fails to comply with the general requirements for exterior structures, interior structures, or component serviceability as established by the International Codes or other Codes as defined below and by Section 22-61 of this Chapter, rendering it dangerous, unsafe, or unfit for human habitation or causing it to be in a state of disrepair or dilapidation so as to constitute a blighted area or property.

Vacant means a property which is lacking habitual presence of human beings or at which all business operations or residential occupancy has ceased.

Sec 22-448. – Substandard Structures

(1) The requirements established by the most recent edition of the International Codes adopted by the City and all other amendments thereto except as modified by the Code of Ordinances, currently adopted and locally amended by the city, Section 22-61 of this Chapter are hereby declared to the minimum standards for the continued use and occupancy of all buildings located within the corporate limits of the city regardless of the date of their construction.

(2) A building or structure shall be deemed a Substandard Structure if:

(a) Said building or structure fails to comply with any one or more of the requirements established by the International Codes or other Codes cited above by Section 22-448(1) and any local amendments made thereto; or

(b) Said building or structure, regardless of its structural condition, is either unoccupied by its owners, lessees, or other invitees, or fails to meet the requirements for and does not currently hold a certificate of occupancy, and is:

1. Unsecured from unauthorized entry to the extent that it could be entered or used by vagrants or other uninvited persons as a place of harborage or could be entered or used by children;

2. Boarded up; fenced, or otherwise secured in any manner if the building or structure constitutes a danger to the public even though secured from entry; or the means used to secure the building or structure are inadequate to prevent unauthorized entry or use of the building; or

3. Remains a new but incomplete or unfinished construction for any excessive period of time which is unreasonable under the circumstances.

Section 22-449: Public Nuisances Declared

(1) A building or structure deemed to be a Substandard Structure under the terms of this article is declared to be a public nuisance and unlawful and must be vacated, secured, repaired, removed, or demolished as provided in this article.

(2) It shall be the responsibility of the owner(s) or occupants of the substandard structure to abate public nuisances associated with said building by means of repair, rehabilitation, demolition, or removal in accordance with the procedures provided in this article.

(3) It shall be unlawful for any person to knowingly permit, allow or suffer any building under that person's ownership or control to be or remain in such condition as to constitute a substandard building. The issuance of a notice by the building official as defined under this article establishing a date and time for hearing for the securing, vacating, repairing or demolishing of a building will not be construed to condone the violation of this section prior to the hearing date stated in such notice.

Sec. 22-450 – Duties of the code official.

Duties of the code official. The code official is authorized to inspect, or cause to be inspected, every building, or portion thereof, reported to be a Substandard Structure. If such building, or any portion thereof, is determined to be unsafe, the code official shall give the responsible parties notice in accordance with the requirements set forth in this article. If the code official is denied permission to inspect any building or portion thereof reported to be unsafe, the code official may employ or seek any legal assistance, including warrants, necessary to secure the ability to inspect for compliance with this chapter. The code official shall further:

(1) Inspect or cause to be inspected, when necessary, any building or structure within the incorporated limits of the city, including but not limited to: public buildings, schools, halls, churches, theaters, hotels, tenements, or apartments, multifamily residences, single-family residences, garages, warehouses, and other commercial and industrial structures of any nature whatsoever for the purpose of determining whether any conditions exist which render such places a Substandard Structure as defined herein.

(2) Inspect any building, wall or structure about which complaints have been filed by any person to the effect that a building, wall or structure is or may be existing in violation of this article.

(3) Report to the Building and Standards Commission any noncompliance with the minimum standards set forth in this article. The code official shall obtain from the secretary of the Board a hearing date at the earliest opportunity possible for a public hearing by the Board on any building or structure believed to be a substandard structure and shall provide the secretary of the Board with copies of the written notice to persons with interests in the property.

(4) Appear at all hearings conducted by the Board and testify as to the conditions of substandard structures within the city.

(5) Place a notice on any substandard structure found to be out of compliance with the general requirements of the International Property Maintenance Code

(6) Make a diligent effort to identify each owner, mortgagee or lienholder, and their respective addresses, by searching the following: the real property records of the county; the tax appraisal district records; the records of the secretary of state; the assumed name records of the county; the tax records of Cameron County; and the utility records of record.

(7) Perform the other requirements with respect to notification of public hearings as are set forth more specifically in this article.

Sec. 22-451 - Notice to comply.

(1) Should the code official determine that any building or structure within the incorporated limits of the city is a Substandard Structure, the official shall cause written notification to be sent, by certified mail, to each owner, mortgagee, and lienholder identified through a diligent effort to discover such owner, mortgagee, and lienholder. Such notice shall:

(a) Contain a description of the Substandard Structure and its location;

(b) Contain a statement of the specific conditions which make the building or structure a Substandard Structure;

(c) Contain a statement that it shall be illegal to occupy or utilize said building for any purpose until such time as the premises have been brought into compliance with the applicable provisions of the International Property Maintenance Code.

(d) Include notice of the date and time of a public hearing before the Building and Standards Commission to determine whether the building complies with the standards set out in this article;

(e) Include a statement that the owner, lienholder, or mortgagee will be required to submit at the hearing, proof of the scope of any work that may be required to comply with this article and the amount of time it will take to reasonably perform the work; and

(f) Be served upon the responsible parties as set out in this article.

(2) ***Sufficiency of notice.*** Notwithstanding any other term or provision of this article or the code, notice given pursuant to this article shall be sufficient and deemed properly served upon the responsible parties if a copy thereof is:

(a) Served upon him/her personally; or

(b) Sent by registered or certified mail, return receipt requested, to the last known address of such person as shown on the records of the city and the tax appraisal district; and posted in a conspicuous place in or about the building affected by the notice.

(3) ***Compliance with notice.*** The parties responsible for the Substandard Structure, shall have until the date and time of the hearing as described by Section 22-451 from the date of service of the notice to Substandard Structure into compliance with the provisions of this Chapter.

(4) ***Further occupancy prohibited.*** Once a building is determined to be a Substandard Structure, the code official shall affix a placard on or near the front door of said building. The placard shall note the date of posting, provide the name and signature of the city official who determined the building to be a Substandard Structure, provide an identification, that is not required to be a legal description, of the building and the property on which it is located, and shall state the following:

THIS BUILDING HAS BEEN FOUND TO BE A SUBSTANDARD STRUCTURE UNDER THE TERMS OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE. OCCUPANCY OR USE OF THIS BUILDING BY ANY PERSON OR FOR ANY PURPOSE IS HEREBY PROHIBITED UNTIL SUCH TIME AS THE PREMISES HAVE BEEN BROUGHT INTO COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND THIS PLACARD REMOVED BY THE CODE OFFICIAL. REMOVAL OF THIS PLACARD BY ANY PERSON OTHER THAN THE UNDERSIGNED OFFICER OF THE CITY SHALL BE UNLAWFUL.

(5) ***Refused or unclaimed mail.*** All mailed notices shall be deemed sufficient and delivered if returned "refused" or "unclaimed."

(6) Notices sent pursuant to this article shall be sent to the address of the owner, lienholder, or mortgagee in the building as determined by a reasonable search of records to include:

(a) County real property records;

(b) Appraisal district records;

(c) Records of the Secretary of State, if the property owner or lienholder is a corporation, partnership, or other business association;

(d) Assumed name records;

(e) Tax records, and utility records of the city.

Sec. 22-452 Additional authority to secure substandard buildings pursuant to Texas Local Government Code § 214.001.

(1) In addition to the powers prescribed by this Chapter, the City may secure a Substandard Structure the municipality determines violates the standards as set out by this Chapter, provides an imminent threat of harm or danger to the public, and is unoccupied or is occupied only by persons who do not have a right of possession to the structure.

(2) Before the 11th day after the date the structure is secured, the municipality shall give notice to the owner by:

(a) Personally serving the owner with written notice;

(b) Depositing the notice in the United States mail addressed to the owner at the owner's post office address;

(c) Publishing the notice at least twice within a 10-day period in a newspaper of general circulation in the county in which the building is located if personal service cannot be obtained and the owner's post office address is unknown; or

(d) Posting the notice on or near the front door of the structure if personal service cannot be obtained and the owner's post office address is unknown.

(3) The notice must contain:

(a) An identification, which is not required to be a legal description, of the structure and the property on which it is located;

(b) A description of the violation of the municipal standards that is present at the structure;

(c) A statement that the municipality will secure or has secured, as the case may be, the structure; and

(d) An explanation of the owner's entitlement to request a hearing about any matter relating to the municipality's securing of the structure. The explanation must notify the owner that the owner must file with the city a written request for such hearing within 30 days of the city securing the structure.

1. A hearing requested pursuant to this section shall be undertaken by the Building and Standards Commission no later than 20 days after the date the request is filed.

(4) The city has the same authority to assess expenses under this section as it has to assess expenses under Section 22-453 (k). A lien is created under this section in the same manner that a lien is created under Section 22-453 (k) and is subject to the same conditions as a lien created under that section.

Sec. 22-453. – Duties of Building and Standards Commission; appeal from orders.

The Buildings and Standards Commission shall conduct public hearings and hear and decide appeals of orders, decisions, or determinations made by the code official or building official relative to the application and interpretation of this Ordinance. The rules and procedures set forth below and in Chapter 22, Article II Buildings and Standards Commission shall apply. Appeals to the Buildings and Standards Commission shall be processed in accordance with the provisions in this article.

(a) The Building and Standards Commission shall, in addition to the procedure set forth in Chapter 22, Article II of the City Code of Ordinances:

(1) Schedule and hold a public hearing and hear testimony from the code official, and the owner, mortgagee, or lienholder of the substandard structure. Such testimony shall relate to the determination of the question of whether the building or structure in question is a substandard building and the scope of any work that may be required to comply with this article and the amount of time it will take to reasonably perform the work. The owner, mortgagee, and/or lienholder shall have the burden of proof to demonstrate the scope of

any work that may be required to comply with this article and the time it will take to reasonably perform the work.

(2) Upon conclusion of the hearing, the Building and Standards Commission shall determine by majority vote of its board membership whether the building or structure in question is a substandard building. Upon a determination that the building or structure in question constitutes substandard and out of conformance with the requirements of this Chapter, the Building and Standards Commission shall issue an order:

a. Containing an identification of the building and the property on which it is located;

b. Making written findings of the violations of the minimum standards that are present at the building;

c. Requiring the owner, mortgagee, or lienholder to repair, vacate, or demolish the building within 30 days from the issuance of such order, unless the owner or a person with an interest in the building establishes at the hearing that the work cannot reasonably be performed within 30 days, in which instance the Building and Standards Commission shall specify a reasonable time for the completion of the work; and

d. Containing a statement that the city will vacate, secure, repair or demolish the substandard building and relocate the occupants of the structure if the ordered action is not taken within the time specified by the board.

(b) The code official shall deliver a copy of said order by hand delivery or certified mail to the owner and all persons having an interest in the property, as such persons appear in the official records described herein, including all identifiable mortgagees and lienholders, as soon as is practicable after the hearing, which order shall include an identification and address of the building and the property on which it is located; a description of the violation of this article that are found to be present at the building; and a statement that the municipality will vacate, secure, remove, repair, or demolish the building and relocate the occupants of the building if the ordered action is not taken within the agreed-upon reasonable time.

(c) If the Building and Standards Commission allows the owner, mortgagee, or lienholder of the substandard building more than 30 days to repair, remove, or demolish the building, the board in its written order shall establish specific time schedules for the commencement and performance of the work and shall require the owner or person to secure the property in a reasonable manner from unauthorized entry while the work is being performed. The securing of the property shall be in a manner found to be acceptable by the Code official.

(d) The Building and Standards Commission shall not allow the owner, mortgagee, or lienholder of the Substandard Structure more than 90 days to repair, remove, or demolish the building or fully perform all work required to comply with the written order unless the owner or person:

(1) Submits a detailed plan and time schedule for the work at the hearing; and

(2) Establishes at the hearing that the work cannot reasonably be completed within 90 days because of the scope and complexity of the work.

(e) If the value of a property subject to a Building and Standards Commission order exceeds $100,000.00, the board, at its election, may require the owner, lienholder, or mortgagee to post a cash or surety bond in an amount adequate to cover the cost of repairing, removing, or demolishing a building. In lieu of a bond, the board may require the owner, lienholder, or mortgagee to provide a letter of credit from a financial institution or a guaranty from a third party approved by the city. If required by the board, the bond must be posted, or the letter of credit or third-party guaranty provided not later than the 30th day after the date the Board issues its order.

(f) If the Building and Standards Commission allows the owner, mortgagee, or lienholder of the Substandard Structure more than 90 days to complete any part of the work required to repair, remove, or demolish the building, the Board shall require them to regularly submit progress reports to the Board to demonstrate that the owner or person has complied with the time schedules established for commencement and performance of the work. The written order may require that they appear before the code official to demonstrate compliance with the time schedules.

(g) **Finality of Order**. In the event the owner fails to appeal an order issued by the Building and Standards Commission as provided by law within 30 days of the date said order was personally delivered to them, mailed to them by first class mail with certified return receipt requested, or delivered to them by United States Postal Service using signature confirmation service, the order shall become final and unappealable. In the event an owner fails to comply with the order within the time frame specified therein, following the expiration of 30 days from the date the order was personally delivered to them, mailed to them by first class mail with certified return receipt requested, or delivered to them by United States Postal Service using signature confirmation service, the city will be authorized to take action to abate the public nuisance and affix a lien against the property.

(h) After the public hearing, if a building is found in violation of the minimum requirements of this article, the Building and Standards Commission may order that the occupants be relocated within a reasonable time.

(i) In addition to the authority granted to the Building and Standards Commission under this Ordinance and Chapter 22, Article II of the City's Code of Ordinances, the city may also pursue any and all other remedies provided by state law including filing suit in the appropriate court of competent jurisdiction to enforce this article.

(j) If the building is not vacated, secured, repaired, removed, or demolished, or the occupants are not relocated within the allotted time, the city may vacate, secure, remove, repair or demolish the building or relocate the occupants at its own expense after the timeframe for appealing the Board's order pursuant to subsection (g) has expired.

(k) If the city incurs expenses as a result of enforcing the provisions of this article, said expenses may be assessed against the property in the form of a lien unless it is a homestead as protected by the Texas Constitution. The lien is extinguished if the property owner or another person having an interest in the legal title to the property reimburses the city for the expenses. The lien arises and attaches to the property at the time of the notice of the lien is recorded and indexed in the office of the county clerk. The notice must contain in the name and address of the owner if that information can be determined by a reasonable effort, a legal description of the real property on which the building was located, the amount of expenses incurred by the city, and the balance due. A lien filed in accordance with the terms of this article is a privileged lien subordinate only to tax liens and all previously recorded bona fide mortgage liens attached to the real property to which the city's lien attaches.

(l) **Notice**. If repair or demolition is ordered, the Building and Standards Commission shall send a copy of the order by certified mail to the owner and all persons having an interest in the property, including all identifiable mortgagees and lienholders within ten days after the hearing. Within ten days after the date that the order is issued, the city shall:

(1) File a copy of the order in the office of the municipal secretary or clerk; and

(2) Publish in a newspaper of general circulation in the municipality in which the building is located a notice containing:

(a) The street address or legal description of the property;

(b) The date of the hearing;

(c) A brief statement indicating the results of the order (may be a copy of the order); and

(d) If not provided in the notice, instructions stating where a complete copy of the order may be obtained.

(3) If repair or demolition is ordered and notice of public hearing was not filed in the official public records of real property of the county, the city may file and record a copy of the order in such records of the county.

(m) **Secure property**. If the Building and Standards Commission allows the owner of the Substandard Structure more than 30 days to repair, remove, or demolish the building, the Board in its written order shall establish specific time schedules for the commencement and performance of the work and shall require the owner or person to secure the property in a reasonable manner from unauthorized entry while the work is being performed. The securing of the property shall be in a manner found to be acceptable by the code official.

(n) Assessment of expenses and penalties.

(1) In addition to the authority granted under Chapter 214 of the Texas Local Government Code and this Chapter, the city may:

(a) Order the repair of the building at the city's expense and assess the expenses on the land on which the building stands or to which it is attached, or

(b) Assess a civil penalty against the responsible party for failure to repair, remove, or demolish the building.

(2) The city, at its election, may use city resources or contract with appropriate service providers to demolish a building that is subject to a Building and Standards Commission demolition order. Should the city choose to retain an outside demolition contractor, the code official shall invite at least two or more building contractors to make estimates pertaining to the needed repair, removal or demolition of a building. The code official shall cause to be made an assessment of expenses or civil penalty based on such estimates. The code official shall endeavor to minimize the expenses of any building repairs, removal or demolitions order pursuant to this subchapter.

(3) The city may repair a building subject to a Building and Standards Commission order only to the extent necessary to bring the building into compliance with the general requirements of the International Property Maintenance Code and only if the building is a residential building with ten or fewer dwelling units.

(4) The city's lien to secure the payment of a civil penalty or the costs of repairs, removal, or demolition is inferior to any previously recorded bona fide mortgage lien attached to the real property to which the city's lien attaches if the mortgage lien was filed for record in the office of the county clerk before the date the civil penalty is assessed or the repair, removal, or demolition is begun by the city. The city's lien is superior to all other previously recorded judgment liens.

(5) Any civil penalty or other assessment imposed under this section accrues interest at the rate of ten percent (10%) a year from the date of assessment until paid in full.

(6) A lien acquired under this section by the city for repair expenses may not be foreclosed if the property on which the repairs were made is occupied as a residential homestead.

(o) Violations.

(1) The owner of any Substandard Structure who shall fail to comply with any notice or order to repair, vacate or demolish said building or structure, such notice or order given by the authority of the Building and Standards Commission, shall be guilty of a misdemeanor.

(2) An occupant, or lessee in possession of any Substandard Structure who fails to comply with any notice or order to vacate such building and fails to repair such building in accordance with an order given by the Building and Standards Commission shall be guilty of a misdemeanor.

(3) Any person removing the notice of a Substandard Structure as provided for by this article, shall be guilty of a misdemeanor.

(4) The violation of any provision of this article shall be unlawful and a misdemeanor offense punishable by a fine not exceeding $500.00. Each day a violation of this article continues shall constitute a separate offense.

(5) In any prosecution charging a violation of this article governing the failure to comply with any notice or order to repair, vacate, remove, or demolish any building or structure, proof that the particular property described in the complaint was substandard in violation of this article, together with proof that the defendant named in the complaint was, at the time of such notice or order, the registered owner of such property, shall constitute in evidence a prima facie presumption that the registered owner of such property was the person who failed to comply with the notice or order to repair, vacate, remove, or demolish, and for the time during which, such violation occurred.

Sec. 22-454. Alternative Enforcement: Action to Compel Repair or Demolition of Structure

(a) The City may, in lieu of other procedures provided for herein, bring an action in the District Court of Hidalgo County, Texas for the repair or demolition of a structure or to obtain approval to remove the structure and recover the removal costs. [Sections 54.012 and 54.018, Texas Local Government Code]. In that action the City may also bring a claim for civil penalties under Section 54.017 of Texas Local Government Code and an action in rem against the structure that may result in a judgement against the structure as well as a judgement against the defendant. A notice of lis pendens may be filed in the real property records of the Hidalgo County Clerk upon the filing of the action.

(b) To recover civil penalties under Section 54.017 of the Texas Local Government Code the City must prove that:

(1) The property owner was notified of the requirements of the Chapter and the owner's need to comply with the requirements; and

(2) After notification, the property owner committed an act in violation of this Chapter or failed to take action necessary for compliance with this Chapter.

(c) The civil penalty may not exceed $1,000.00 per day.

(d) On a showing of substantial danger of injury or an adverse health impact to any person or to the property of any person other than the defendant, the City may obtain against the owner or owner's representative with control over the premises an injunction that:

(1) Prohibits specific conduct that violates this Chapter; and

(2) Requires specific conduct that is necessary for compliance with this Chapter. It is not necessary for the City to prove that another adequate remedy or penalty for a violation does not exist or to show that prosecution in a criminal action has occurred or has been attempted.

(e) The City may use an enforcement action to compel repair or demolition of a structure even if the City has proceeded with the administrative process for enforcement provided elsewhere in this Chapter.

Secs. 22-455—22-485. - Reserved

SECTION 2 – SEVERABILITY

If any part or parts of this Ordinance are found to be invalid or unconstitutional by a court having competent jurisdiction, then such invalidity or unconstitutionality shall not affect the remaining parts hereof and such remaining parts shall remain in full force and effect, and to that extent this Ordinance is considered severable.

SECTION 3 - SAVINGS CLAUSE

Except as hereby amended, any provisions of the code of ordinances or directives of the City of Pharr, Texas, not in conflict with this Ordinance shall remain in full force and effect, unimpaired hereby.

SECTION 4 – EFFECTIVE DATE; PUBLICATION

The Ordinance shall take effect 10 days 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 – REPEALING CLAUSE

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

SECTION 6 – CUMULATIVE

This ordinance shall be cumulative of all ordinances of the City of Pharr, Texas, and of all laws of the State of Texas.

SECTION 7 – 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 _____ day of November 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 December 2022.

CITY OF PHARR

_____
AMBROSIO HERNANDEZ
MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

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

CITY OF PHARR

_____
AMBROSIO HERNANDEZ
MAYOR

ATTEST:

_____
HILDA PEDRAZA, CITY CLERK

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.C.
DATE SUBMITTED: November 17, 2022
MEETING DATE: November 21, 2022

FROM: Roland Gomez, Director

DEPARTMENT: Building and Code Compliance

DIRECTOR: Roland Gomez

Agenda Item: Consideration and action, if any, on Ordinance amending Ordinance No. O-2010-40 regarding Building and Standards Commission *(1st Reading)*. **This item supports QL - Quality of Life.**

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

Issue: Consideration and action, if any, on amending Ordinance O-2010-40 in its entirety, of the Code of Ordinances of the City of Pharr regarding Building and Standards Commission.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No
Reason: N/A

ROUTING:

Roland Gomez	Created/Initiated - 11/17/2022
Roland Gomez	Approved - 11/18/2022
Patricia Rigney	Approved - 11/18/2022
City Management Office	Final Approval - 11/18/2022

ORDINANCE NO. O-2022-___

AN ORDINANCE AMENDING O-2010-40 IN ITS ENTIRETY; CREATING BUILDINGS AND STANDARDS COMMISSION; SETTING FORTH DUTIES; CUMULATIVE CLAUSE; SEVERABILITY CLAUSE; AND EFFECTIVE DATE

WHEREAS, the City of Pharr hereby acts in exercising legislative powers to define acts and prohibit the commission of those acts that may be detrimental to the public health, safety, and welfare of the residents of the City of Pharr or persons located within its corporate boundaries; and

WHEREAS, the City finds that the appointment of a building and standards commission to hear and determine cases concerning alleged violations of ordinances pertaining to dilapidated and dangerous structures is necessary to protect the public health, safety, and welfare; and

WHEREAS, by this Ordinance, the City Commission wishes to adopt procedures and powers for, while also providing for the reestablishment of, the building and standards commission pursuant to Texas Local Government Code Chapter 54, Subchapter C and Chapter 214, Subchapter A; and

WHEREAS, the City Commission has decided that amending O-2010-40 in its entirety and replacing with this new Ordinance best accomplishes this purpose.

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

Article II. Building and Standards Commission be amended and replaced as follows:

SECTION 1: *Organization*. Organization takes immediate effect pursuant to this Ordinance and adopts the following provisions pursuant to Chapter 54, Subchapter C of the Texas Local Government Code and Chapter 214, Subchapter A, to the Pharr City Code.

(a) The following shall now be adopted and included in the Pharr City Code:

Sec. 22-26. Building and Standards Commission; Organization.

(a) *Created; membership; removal of members; filling of vacancies; compensation*. The City Commission shall appoint a building and standards commission to hear and determine cases concerning alleged violations of ordinances.

(b) A commission appointment for the purposes of hearing cases under this Ordinance shall consist of one or more panels, each composed of at least five members, to be appointed for terms of two years. The City of Pharr Commission hereby appoints one panel, consisting of not less than seven members Three members shall be chosen from the general public and four members shall be chosen from the following professions, with no more than two from each specific field: master electrician, master plumber, building contractor, and registered architect and professional engineer. The members shall be

appointed for two-year terms. The members shall be residents and taxpayers of the city. The members of the building and standards commission shall serve without compensation.

(c) The City Commission may remove a building and standards commission member for cause on a written charge setting forth the charges against him or her. A copy of the charge shall be provided to the commission member. Before a decision regarding removal is made, the City Commission must hold a public hearing on the matter if requested by the commission member subject to the removal action. A commission member may also be replaced by the City Commission upon the occurrence of three consecutive unexcused absences from regular or special called meetings.

(d) A vacancy on the building and standards commission for an unexpired term shall be filled by a majority vote of the City Commission.

(e) The City Commission may appoint eight or more alternate members to the commission who shall serve in the absence of one or more regular members when requested to do so by the Mayor or City Manager. The alternate members serve for the same period and are subject to removal in the same manner as the regular members. A vacancy is filled in the same manner as a vacancy among the regular members.

(f) *Ex officio member*. The Director of Code Compliance or his or her authorized representative shall be an ex officio member of the building and standards commission without power of vote.

(g) *Officers*. Every year at the first annual meeting of the building and standards commission, there shall be elected by the members of the building and standards commission three officers: a chairman, vice-chairman and a secretary.

(h) *Quorum*. No matter shall be considered by the building and standards commission without the presence of a majority of the commission. No order, requirement, decision or determination of the director of planning or his authorized representative may be reversed nor a decision made in favor of an applicant on any matter or affecting any variance from such applicable codes without the affirmative vote of a majority of the board.

(i) *Rules of procedure*. The building and standards commission shall establish its own rules of procedure for accomplishment of its duties and functions, provided that such rules shall not be in conflict with the laws of the state or the Charter or ordinances of the City.

Sec. 22-27 Ordinances Subject to Quasi-Judicial Enforcement. This Ordinance applies only to ordinances:

(1) for the preservation of public safety, relating to the materials or methods used to construct a building or improvement, including the foundation, structural elements, electrical wiring or apparatus, plumbing and fixtures, entrances, or exits;

(2) relating to the fire safety of a building or improvement, including provisions relating to materials, types of construction or design, warning devices, sprinklers or other fire suppression devices, availability of water supply for extinguishing fires, or location, design, or width of entrances or exists;

(3) relating to dangerously damaged or deteriorated buildings or improvements;

(4) relating to conditions caused by accumulations of refuse, vegetation, or other matter that creates breeding and living places for insects and rodents;

(5) relating to adopted International Property Maintenance Codes ~~Code~~ or to the condition, use, or appearance of property in a municipality;

(6) relating to animal care and control; or

(7) relating to water conservation measures, including watering restrictions.

Sec. 22-28. Proceedings of Commission Panel; Records.

(a) Meetings of the commission panel shall be held at the call of the Chairman, or in the Chairman's absence, the acting Chairman, and at other times as determined by the commission. All meetings of the commission shall be open to the public.

(b) All cases to be heard by the commission must be heard by at least four (4) members and/or alternate members. A majority vote of the members voting on a matter is necessary to take any action under this chapter.

(c) The Chair or Vice-Chair shall administer the oath for all parties to be providing testimony prior to hearing the merits of any case. The Chair and Vice-Chair may also compel attendance of witnesses.

(d) The Director of Code Compliance or his or her designee shall present all cases before the commission panel. The City bears the burden of proving its case by presenting evidence and testimony. The City is entitled to cross-examine any witness and provide rebuttal testimony.

(e) Each interested party may represent themselves or may appoint a representative. Each interested party may have only one representative address the commission. Each interested party or his representative is entitled to cross-examine witnesses.

(f) Dangerous structure hearings. If a party is advocating for the repair, then that party bears the burden of proof to demonstrate the scope of any work that may be required to bring into compliance and the time it will take to reasonably perform the work.

(g) If no appeals are taken from the decision of the commission within the required period, the decision of the commission panel is final and non-appealable.

(h) The building and standards commission shall keep minutes of its proceedings, showing the

vote of each member upon each question, or, if absent or failing to vote, indicating such fact, and shall keep a record of its examinations and other official actions, all of which shall be immediately filed in the office of the Director of Code Compliance and shall be a public record.

(i) As an ex officio member of the building and standards commission, the Director of Code Compliance shall set up and maintain a separate file for each case presented before such board and keep a record of all notices published and posted. All records and files pertaining to such cases shall be permanent and official files and records of the city.

Sec. 22-29. Notice of public hearing; posting and publication.

(a) Except as provided by Subsections (a-1) and (a-2), notice of all proceedings before the buildings and standards commission shall be given:

1. by personal delivery, by certified mail with return receipt requested or by delivery by the United States Postal Service using signature confirmation service to the record owners of, and each holder of a recorded lien against the affected property as shown by the records in the Office of the Hidalgo County Clerk if the address of the lienholder can be ascertained from the deed of trust establishing the lien and/or other applicable instruments on file in the Office of the Hidalgo County Clerk;

2. to all unknown owners by posting a copy of the notice on the front door of each improvement situated on the affected property or as close to the front door as practicable.

(a-1) Notice to a condominium association of a proceeding before a commission panel relating to a condominium, as defined by Section 81.002 or 82.003, Texas Property Code, located wholly or partly in a municipality with a population of more than 1.9 million must be served by personal service, by certified mail, return receipt requested, or by the United States Postal Service using signature confirmation service, to the registered agent of the unit owners' association.

(a-2) Notice to an owner of a unit of a condominium, as defined by Section 81.002 or 82.003, Texas Property Code, located wholly or partly in a municipality with a population of more than 1.9 million must be given in accordance with Section 82.118, Texas Property Code.

(b) The notice must be:

1. Posted at City Hall, and at the Office of the Director of Code Compliance , 72 hours prior to the meeting; and

2. Posted and either personally delivered or mailed on or before the tenth (10th) day before the date of the hearing before the commission panel and must state the date, time and place of the hearing; and

3. Published in a newspaper of general circulation in the City of Pharr on one occasion on or before the tenth (10th) day before the date fixed for the hearing.

(c) The Commission may file notice of a proceeding before a commission panel in the Hidalgo County Official Public Records of Real Property. The notice must contain the name and address of the owner of the affected property, if that information can be determined from a reasonable search of the instruments on file in the Office of the Hidalgo County Clerk, a legal description of the affected property and a description of the proceeding. The filing of the notice is binding on subsequent grantees, lienholders, or other transferees of an interest in the property who acquire such interest after the filing of the notice and constitutes notice of the proceeding on any subsequent recipient of any interest in the property who acquires such interest after the filing of the notice.

(d) The City must exercise due diligence to determine the identity and address of a property owner, lienholder, or registered agent to whom the City is required to give notice. The City exercises such due diligence when it searches the following records:

1. Hidalgo County Official Public Records of Real Property;

2. Hidalgo County Appraisal District records;

3. Texas Secretary of State records, if the property owner or lienholder is a corporation, partnership or other business association;

4. Hidalgo County assumed name records;

5. City tax records; and

6. City utility records.

(e) All notices herein shall be sent or given by the Director of Building and Code Compliance or his/her designee.

(f) When the City mails a notice in accordance with this section to a property owner, lienholder, or registered agent and the United States Postal Service returns the notice as "refused" or "unclaimed," the validity of the notice is not affected, and the notice is considered delivered.

Sec. 22-30. Functions.

A commission panel may:

1. Order the repair, within a fixed period, of buildings found to be in violation of an ordinance, local, state, or federal laws;

2. Declare a building substandard in accordance with the powers granted by Chapter 54 Texas Local Government Code or Chapter 214 Texas Local Government Code;

3. Order, in an appropriate case, the immediate removal of persons or property found on

private property, enter on private property to secure the removal if it is determined that conditions exist on the property that constitute a violation of an ordinance, and order action to be taken as necessary to remedy, alleviate, or remove any substandard building found to exist;

4. Issue orders or directives to any peace officer of the state, including a sheriff or constable or the chief of police of the municipality, to enforce and carry out the lawful orders or directives of the commission panel;

5. Determine the amount and duration of the civil penalty the municipality may recover as provided by Section 54.017 or 214.0015 of the Texas Local Government Code (Civil Penalty);

Sec. 22-31. Civil Penalty.

(a) A determination made under this Ordinance, Section 54.036(5) or Section 214.0015(j) of the Texas Local Government Code is final and binding and constitutes prima facie evidence of the penalty in any court of competent jurisdiction in a civil suit brought by the municipality for final judgment in accordance with the established penalty.

(b) To enforce any civil penalty under this subchapter, the municipal secretary or clerk must file with the district clerk of the county in which the municipality is located, a certified copy of the order of the commission panel establishing the amount and duration of the penalty. No other proof is required for a district court to enter final judgment on the penalty.

Sec. 22-32. Vote. A majority vote of the members voting on a matter is necessary to take any action under this subchapter and any ordinance adopted by the municipality in accordance with this subchapter.

Sec. 22-33. Final Decision of Commission Panel/Judicial Review.

a. Any owner, lienholder, or mortgagee of record jointly or severally aggrieved by any decision of a commission panel may present a petition to a district court, duly verified, setting forth that the decision is illegal, in whole or in part, and specifying the grounds of the illegality. The petition must be presented to the court within 30 calendar days after the date a copy of the final decision of the commission panel is personally delivered, mailed by first class mail with certified return receipt requested, or delivered by the United States Postal Service using signature confirmation service, to all persons to whom notice is required to be sent under Section 54.035 of Texas Local Government Code.

b. The commission panel shall deliver or mail a copy promptly after their decision becomes final. In addition, an abbreviated copy of the order shall be published one time in a newspaper of general circulation in the municipality within 10 calendar days after the date of the delivery or mailing of the copy as provided by this subsection, including the street address or legal description of the property; the date of the hearing, a brief statement indicating the results of the order, and instructions stating where a complete copy of the

order may be obtained, and a copy shall be filed in the office of the municipal secretary or clerk.

c. On presentation of the petition, the court may allow a writ of certiorari directed to the commission panel to review the decision of the commission panel and shall prescribe in the writ the time, which may not be less than 10 days, within which a return on the writ must be made and served on the relator or the relator's attorney.

d. The commission panel may not be required to return the original papers acted on by it. It is sufficient for the commission panel to return certified or sworn copies of the papers or of parts of the papers as may be called for by the writ.

e. The return must concisely set forth other facts as may be pertinent and material to show the grounds for the decision appealed from and shall be verified.

f. The allowance of the writ does not stay proceedings on the decision appealed from.

g. The district court's review shall be limited to a hearing under the substantial evidence rule. The court may reverse or affirm, in whole or in part, or may modify the decision brought up for review.

h. Costs may not be allowed against the commission panel.

i. If the decision of the commission panel is affirmed or not substantially reversed but only modified, the district court shall allow to the municipality all attorney's fees and other costs and expenses incurred by it and shall enter a judgment for those items, which may be entered against the property owners as well as all persons found to be in occupation of the property subject to the proceedings before the commission panel.

Sec. 22-34. Lien; Abstract.

(a) An order issued under Section 54.036 of the Texas Local Government Code, including any civil penalties assessed under Section 54.036(5), is enforceable in the same manner as provided in Sections 214.001(k), (m), (n), and (o) of the Texas Local Government Code. An abstract of judgment shall be ordered against all parties found to be the owners of the subject property or in possession of that property.

(b) A lienholder does not have standing to bring a proceeding under Section 54.039 on the ground that the lienholder was not notified of the proceedings before the commission panel or was unaware of the condition of the property, unless the lienholder had first appeared before the commission panel and entered an appearance in opposition to the proceedings.

Sec. 22-35. Commission Panel Decision Final.

If no appeals are taken from the decision of the commission panel within the required period, the decision of the commission panel is, in all things, final and binding.

Sec. 22-36. Municipal Court Proceedings Not Affected.

This subchapter does not affect the ability of a municipality to proceed under the jurisdiction of the municipal court.

Sec. 22-37. Alternative Adjudication Processes.

A municipality by ordinance may adopt a civil adjudication process, such as an alternative to the enforcement process prescribed by other provisions of this Chapter for the enforcement of ordinances described by Section 22-27. The alternative process must contain provisions relating to notice, the conduct of proceedings, permissible orders, penalties, and judicial review that are similar to the provisions of this Chapter.

Sec. 22-38. Alternative Procedure for Administrative Hearing.

(a) As an alternative to the enforcement processes described by this chapter, a municipality by ordinance may adopt a procedure for an administrative adjudication hearing under which an administrative penalty may be imposed for the enforcement of an ordinance described by Section 54.032 or adopted under Section 214.001(a)(1) of the Texas Local Government Code.

(b) A procedure adopted under this section must entitle the person charged with violating an ordinance to a hearing and must provide for:

(1) the period during which a hearing shall be held;
(2) the appointment of a hearing officer with authority to administer oaths and issue orders compelling the attendance of witnesses and the production of documents; and
(3) the amount and disposition of administrative penalties, costs, and fees.

(c) A municipal court may enforce an order of a hearing officer compelling the attendance of a witness or the production of a document.

(d) A citation or summons issued as part of a procedure adopted under this section must:

(1) notify the person charged with violating the ordinance that the person has the right to a hearing; and
(2) provide information as to the time and place of the hearing.

(e) The original or a copy of the summons or citation shall be kept as a record in the ordinary course of business of the municipality and is rebuttable proof of the facts it states.

(f) The person who issued the citation or summons is not required to attend a hearing under this section.

(g) A person charged with violating an ordinance who fails to appear at a hearing authorized

under this section is considered to admit liability for the violation charged.

(h) At a hearing under this section, the hearing officer shall issue an order stating:

(1) whether the person charged with violating an ordinance is liable for the violation; and
(2) the amount of a penalty, cost, or fee assessed against the person.

(i) An order issued under this section may be filed with the clerk or secretary of the municipality. The clerk or secretary shall keep the order in a separate index and file. The order may be recorded using microfilm, microfiche, or data processing techniques.

(j) An order issued under this section against a person charged with an ordinance violation may be enforced by:

(1) filing a civil suit for the collection of a penalty assessed against the person; and
(2) obtaining an injunction that:

(A) prohibits specific conduct that violates the ordinance; or
(B) requires specific conduct necessary for compliance with the ordinance.

(k) A person who is found by a hearing officer to have violated an ordinance may appeal the determination by filing a petition in municipal court before the 31st day after the date the hearing officer's determination is filed. An appeal does not stay enforcement and collection of the judgment unless the person, before filing the appeal, posts a bond with an agency designated for that purpose by the municipality.

SECTION 2. 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 3. SAVINGS CLAUSE. Except as hereby amended, any policies, procedures, and directives of the City of Pharr, Texas, not in conflict with this resolution shall remain in full force and effect, unimpaired hereby.

SECTION 4. EFFECTIVE DATE; PUBLICATION. The Ordinance shall take effect 10 days 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. REPEALING CLAUSE**. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 6. CUMULATIVE. This Ordinance shall be cumulative of all ordinances of the City of Pharr, Texas, and of all laws of the State of Texas.

SECTION 7. 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 FIRST 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

PASSED AND APPROVED ON SECOND 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

PASSED AND APPROVED ON THIRD 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 #: 6.D.
DATE SUBMITTED: November 9, 2022
MEETING DATE: November 21, 2022

FROM: Joel Robles, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Juan Gonzalez

Agenda Item: Consideration and action, if any, on Resolution declaring surplus items and equipment from the Pharr Police Department and authorizing the sale of such items via Enterprise Fleet Management Inc. **This item supports SSC - Safe and Secure Community**.

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

Issue: Requesting authorization to declare city-owned equipment as surplus and authorizing the sale of such items that are no longer useful or needed as part of Pharr Pd Operations. The proceeds will be used for new Pharr Pd fleet collaborating with Enterprise Fleet Management Inc.

Fiscal Consideration: N/A

Staff Recommendation: Staff Recommends Approval

Alternatives: Not approve request

Exclude Material from Public Packet? No
Reason: N/A

ROUTING:

Joel Robles	Created/Initiated - 11/9/2022
Juan Gonzalez	Approved - 11/9/2022
Karla Saavedra	Approved - 11/16/2022
Patricia Rigney	Approved - 11/17/2022
City Management Office	Final Approval - 11/18/2022

RESOLUTION NO. R-2022-

CITY OF PHARR DECLARATION OF SURPLUS ITEMS

WHEREAS, the City of Pharr, Texas, owns the vehicles, as described in **Exhibit "A"** attached hereto and incorporated herein, and the Board of Commissioners being of the opinion that such equipment should be declared surplus, sold, and used for Fleet purchases.

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

Section 1: The Board of Commissioners find that the surplus vehicles described in Exhibit "A" attached hereto and incorporated herein for all purposes be sold and used for Fleet purchases.

Section 2: The City Manager is authorized and directed to publish surplus items through GovDeals, a nationwide online surplus auction company, and/or Enterprise Fleet Management Inc.

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR TEXAS, THIS _____DAY OF _____,_2022.

CITY OF PHARR:

_____
Ambrosio Hernandez, Mayor

ATTEST:

_____
Hilda Pedraza, City Clerk

C e r t i f i c a t i o n

The State of Texas

County of Hidalgo

City of Pharr

I, Hilda Pedraza, duly appointed City Clerk of the City of Pharr, Texas, do hereby certify that the foregoing Constitutes a true and correctly copy of the original Resolution duly passed and adopted by the board of Commissioners of the City of Pharr, Texas, on the _____day of _____, 2022, ad.

(Resolution no._____)

In witness whereof, I have hereunto subscribed my official Signature and impressed the seal of the City of Pharr, Texas, This the _____day of _____, 2022, ad.

City of Pharr

_____

Hilda Pedraza, City Clerk

CITY OF PHARR - POLICE DEPARTMENT

SURPLUS ITEMS LIST FY 2022-2023

DEPARTMENT	UNIT NO.	DESCRIPTION	YEAR	MAKE	MODEL	VIN NO.	MILEAGE	TITLE Y/N	OPERABLE Y/N
POLICE	Fleet	Transport Trailer	1994	N/A	K9	202PR891101	**N/A**	**Yes**	**Yes**
POLICE	Seized	1/2 Ton Pickup Extended Cab 4x3	2005	Ford	F-151	1FTRF02W4KD25086	**178571.50**	**Yes**	**Yes**
POLICE	Seized	1/2 Ton Pickup Extended Cab 4x2	2005	Ford	F-150	1FTPX12515NA29378	**134312.00**	**Yes**	**Yes**
POLICE	Seized	1/2 Ton Pickup Quad Cab	2006	Nissan	Frontier	1N6AD07W16C464745	**186023.00**	**Yes**	**Yes**
POLICE	Seized	SUV	2006	Mercury	Mountaineer	4M2EU47E26ZJ00201	**155888.50**	**Yes**	**Yes**
POLICE	Seized	SUV	2006	Ford	Expedition	1FMPU15576LA16213	**244076.00**	**Yes**	**Yes**
POLICE	Seized	Van	2007	Ford	Econoline	1FTNE14W07DA71178	**1646294.00**	**Yes**	**Yes**
POLICE	Seized	Truck	2008	Chevrolet	Avalanche	3GNEC12J57G110209	**0.00**	**Yes**	**Yes**
POLICE	Seized	1/2 Ton Pickup Quad Cab	2007	Lincoln	Mark 1	5LTPW16527FJ08016	**253406.00**	**Yes**	**Yes**
POLICE	Seized	SUV	2008	Jeep	Compass	1J8FT47W38D523237	**172497.00**	**Yes**	**Yes**
POLICE	Seized	SUV	2010	Chevrolet	HHR	3GNBAEDB9AS544156	**0.00**	**Yes**	**Yes**
POLICE	Seized	SUV	2010	Chevrolet	Tahoe	113642	**123384.00**	**Yes**	**Yes**
POLICE	Fleet	Transport Van	2013	Chevrolet	Express	1GCZGUCAXD1184667	**143291.00**	**Yes**	**Yes**
POLICE	Fleet	Passenger Vehicle	2014	Dodge	Charger	2C3CDXAT6CH266775	**149506.00**	**Yes**	**Yes**
POLICE	Fleet	Passenger Vehicle	2014	Dodge	Charger	2C3CDXAT2EH150623	**172554.00**	**Yes**	**Yes**
POLICE	Seized	Passenger Vehicle	2015	Ford	Mustang	1FA6P8AM5F5305176	**21521.00**	**Yes**	**Yes**
POLICE	Fleet	SUV	1989	AM General	Hummer	W81LKM13256001A	**75000.00**	**Yes**	**Yes**
POLICE	Fleet	SUV	1989	AM General	Hummer	W90F113325006A	**75000.00**	**Yes**	**Yes**
POLICE	Fleet	SUV	1989	AM General	Hummer	W41NBM13210001A	**75000.00**	**Yes**	**Yes**
POLICE	Fleet	SUV	2002	AM General	Hummer	NSN2320011289552	**75000.00**	**Yes**	**Yes**

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 6.E.
DATE SUBMITTED: November 17, 2022
MEETING DATE: November 21, 2022

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, on Resolution executing an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for Moore Road between Jackson Road and Cage Boulevard (CSJ: 0921-02-436). **This item supports IF - Infrastructure.**

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

Issue: The proposed Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) is for improvements to Moore Road between Jackson Road and Cage Boulevard. The AFA requires the City to pay a total estimated amount of $128,407 to TxDOT for review and oversight services. In addition, the City is responsible for 100% of cost overruns.

Fiscal Consideration:
Initial Payment Due at AFA Approval: $56,129
Payment Due Before Construction: $72,278
Total: $128,407

Staff Recommendation: Staff recommends approval

Alternatives: No alternative. Since federal funds are involved, it is mandatory that TxDOT have oversight of the project.

Exclude Material from Public Packet? No
Reason: No exclusion.

ROUTING:

Maria Rangel	Created/Initiated - 11/17/2022
Ruben Alfaro	Approved - 11/18/2022
Maritza Magallan	Approved - 11/18/2022
Karla Saavedra	Approved - 11/18/2022
Patricia Rigney	Approved - 11/18/2022
City Management Office	Final Approval - 11/18/2022

RESOLUTION NO. R-2022-XX

ADVANCE FUNDING AGREEMENT
METROPOLITAN MOBILITY FUNDS
OFF-SYSTEM
MOORE ROAD
CSJ: 0921-02-436

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116073 and 116292** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **widening of Moore Road between Jackson Road and Cage Boulevard in the city of Pharr**; and

WHEREAS, The City of Pharr wishes to enter into an Advance Funding Agreement with the State of Texas Department of Transportation for a Metropolitan Mobility Funds Off-System Project known as Moore Road, CSJ: 0921-02-436; and

WHEREAS, The City of Pharr total estimated cost to the State will be **$128,407** *(This is an estimate. The final amount of Local Government participation will be based on actual costs. The City of Pharr is also responsible for 100% of cost overruns.)* and authorizes initial payment in the amount of **$56,129** to the Texas Department of Transportation Trust Fund.

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

The City of Pharr authorizes the Mayor to execute any and all documents necessary to effectuate said Advance Funding Agreement.

The City of Pharr authorizes the issuance of a check in the initial amount of **$56,** to the Texas Department of Transportation Trust Fund.

This resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED this 21st day of November 2022, by the Board of Commissioners of the City of Pharr, Texas.

CITY OF PHARR

_____
Ambrosio Hernandez, Mayor

ATTEST:

_____
Hilda Pedraza, City Clerk

TxDOT:					Federal Highway Administration:	
CSJ #	0921-02-436				CFDA No.	20.205
District #	21-Pharr	AFA ID	Z00003770		CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600					
Project Name	Moore Rd.				*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Metropolitan Mobility Funds
Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of Pharr**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116073 and 116292** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **widening Moore Rd. in the city of Pharr, Hidalgo County.** The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	**Local Government**	Utilities	Article 8
2.	**Local Government**	Environmental Assessment and Mitigation	Article 9
3.	**Local Government**	Architectural and Engineering Services	Article 11
4.	**Local Government**	Construction Responsibilities	Article 12
5.	**Local Government**	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of preliminary engineering (schematic, environmental, utilities, right-of-way), plans, specifications, and estimates (PS&E) and construction for improvements to Moore Rd., from Jackson Rd. (FM 2061) to Cage Blvd. (US 281). Improvements include widening from a 2-lane to 4-lane roadway, with continuous center left turn lane, shoulders, and curb and gutter.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled “Local Government Project Procedures and Qualification for the Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not

continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.

F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a

minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a “Notification of Completion” acknowledging the Project’s construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form “FHWA-1273” in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be

acceptable to the State before funds may be expended for the improvement of the right of way or real property.

B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with

a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
City of Pharr ATTN: Mayor 118 S. Cage Blvd. Pharr, Texas 78577	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative

Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local

Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
   1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
   2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (pro-hibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the

programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

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

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE

program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate*.

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the

awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than $25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to the State if:
   i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
Signature	Signature
Kenneth Stewart Typed or Printed Name	Dr. Ambrosio Hernandez Typed or Printed Name
Director of Contract Services Typed or Printed Title	City of Pharr Mayor Typed or Printed Title
Date	Date

TxDOT:				Federal Highway Administration:	
CSJ #	0921-02-436			CFDA No.	20.205
District #	21 - Pharr	AFA ID	Z00003770	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600				
Project Name	Moore Road			*AFA Not Used For Research & Development*	

ATTACHMENT A
LOCATION MAP SHOWING PROJECT

TxDOT:				Federal Highway Administration:	
CSJ #	0921-02-436			CFDA No.	20.205
District #	21 – Pharr	AFA ID	Z00003770	CFDA Title	Highway Planning and Construction
Code Chart 64 #	32600				
Project Name	Moore Rd.			*AFA Not Used For Research & Development*	

ATTACHMENT B
PROJECT BUDGET

Preliminary Engineering, Environmental, Right of Way, Construction, and all Direct State Cost are allocated based on 100% Local Government Funding. Construction Category 7 costs shall be allocated based on 80% Federal Funding, 18.6% State funding, and 1.4% Local Funding, until the Federal Funding reaches the maximum obligated amount. The Local Government will be responsible for 100% of all project cost overruns.

Description	Total Estimated Cost	Federal Participation		State Participation			Local Participation		
		%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Preliminary Engineering (by LG)	**$231,337**	0%	$0	0%	0%	$0	100%	100%	$231,337
Environmental (by LG)	**$99,145**	0%	$0	0%	0%	$0	100%	100%	$99,145
Right of Way (by LG)	**$605,000**	0%	$0	0%	0%	$0	100%	100%	$605,000
Construction (CAT 7 by LG)	**$6,084,000**	80%	$4,867,200	0%	18.6%	$1,131,624	20%	1.4%	$85,176
Construction Engineering (by LG)	**$486,720**	0%	$0	0%	0%	$0	100%	100%	$486,720
Subtotal	**$7,506,202**		**$4,867,200**			**$1,131,624**			**$1,507,378**
Engineer. Direct State Costs	**$22,451**	0%	$0	0%	0%	$0	100%	100%	$22,451
Environmental Direct State Costs	**$11,226**	0%	$0	0%	0%	$0	100%	100%	$11,226
ROW Direct State Costs	**$16,839**	0%	$0	0%	0%	$0	100%	100%	$16,839
Utilities Direct State Costs	**$5,613**	0%	$0	0%	0%	$0	100%	100%	$5,613
Construction Direct State Costs (State review and oversight of Construction Engineering)	**$72,278**	0%	$0	0%	0%	$0	100%	100%	$72,278
Indirect State Costs	**$355,043**	0%	$0	100%	100%	$355,043	0%	0%	$0
Subtotal	**$483,450**		**$0**			**$355,043**			**$128,407**
TOTAL	**$7,989,652**		**$4,867,200**			**$1,486,667**			**$1,635,785**

Initial payment by the Local Government to the State:	$56,129
Payment by the Local Government to the State 60 days prior to the date set for receipt of the construction bids:	$72,278
Estimated total payment by the Local Government to the State:	$128,407

This is a placeholder document: please upload your resolution materials in place of this document

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 7.A.
DATE SUBMITTED: November 18, 2022
MEETING DATE: November 21, 2022

FROM: Vanessa Guzman, Administrative Assistant

DEPARTMENT: Bridge

DIRECTOR: Luis Bazan

Agenda Item: Consideration and action, if any, on authorizing CAXCAN S.A. de C.V. Ingenieros Civiles to conduct field studies and conceptual plan (Phase V) for Bridge Expansion Project (Twin Bridge/Second Span) in Mexico. **This item supports IF - Infrastructure**.

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

Issue: The City of Pharr has prioritized the expansion of the Pharr International Bridge by adding four more lanes. Studies in Mexico and in the U.S. have to be in place in order to move forward with planning. CAXCAN is the original designer/engineer of the Pharr-Reynosa International Bridge on Mexico's side. This set of studies will be specific to Mexico, as Mexico's federal agencies have indicated interest in seeing this project come fruition and have been accelerating project timelines, as was the case with the modernization of the aduana.
(Project#1819-70-510-S034-001)

Fiscal Consideration: $185,000

Staff Recommendation: Authorization for CAXCAN S.A. de C.V. Ingenieros Civiles to conduct field studies and conceptual plan (Phase V) for Bridge Expansion Project (Twin Bridge/Second Span) in Mexico.

Alternatives: N/A

Exclude Material from Public Packet? No
Reason: N/A

ROUTING:

Vanessa Guzman	Created/Initiated - 11/18/2022
Luis Bazan	Approved - 11/18/2022
Maritza Magallan	Approved - 11/18/2022
Ed Wylie	Pending - 1/1/1900
Karla Saavedra	
Patricia Rigney	
City Management Office	

PROFESSIONAL SERVICES CONTRACT

CITY OF PHARR

CONTRACT TO

Provide Permitting Services, Surveying, Design, Preparation of Plans and Specifications, and Project Management for the FIELD STUDIES AND CONCEPTUAL PLAN FOR "Second Span of the Pharr –Reynosa International Bridge" Additional Services, in the Mexico portion.

This Contract made and entered into in Pharr, Hidalgo County, Texas between the City of PHARR, a Municipal Corporation in the State of Texas, hereinafter termed "City", and Engineering Firm Caxcan SA de CV located in Pestalozzi 117, Alcaldía Benito Juarez, Ciudad de Mexico, Mexico. Phone number +52(55) 56398162.

Engineer(s) duly licensed, and practicing under the laws of Mexico, hereinafter termed "Consultant," said Contract being executed by the City pursuant to the City Charter and Ordinances and Resolutions of the City Council and by said Consultant for engineering services hereinafter set forth in connection with the above designated project for the City of Pharr.

. I The Consultant shall NOT commence work on this proposed Project until he has been thoroughly briefed on the scope of this Project and has been notified in writing to proceed. The Consultant, in consideration for the compensation herein provided, shall render the following professional services necessary for the development of the Project to final completion, including permitting documents, environmental clearance, designs, reports, and special and general conditions or instructions as acceptable to the City Council, or their duly authorized representative, subject to other provisions of this Contract. The consultant shall be represented by a registered professional engineer, licensed to practice in Mexico, at all review meetings of any official nature concerning the Project, including but not limited to scope meetings, staff review meetings, and project review meetings, and subject to the approval of municipal, State and federal agencies, where applicable. All documents submitted for review, relating to design and technical issues of the project, shall bear the seal of a registered professional engineer, or when applicable the seal of a registered architect.

. II Basic Services: The Consultant shall perform his obligations and Basic Services

necessary for the development of the project as described in Attachment “A” Scope of Services. The Scope of Services provides a description of all tasks required to perform the project and is based on the understanding of the City's desires and objectives for this project.

. III Personnel: The Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services for which it is responsible under this contract. Such personnel will not be employees of the City, or any other public agency within the Pharr area.

. IV Period of Performance: The services of the Consultant shall commence within ten (10) days after written notice to proceed or work authorization is issued. The anticipated Contract time for performance of the scope of Services, as described in the Scope of Services Attachment “A” established to be eight months. Any amendments to the Scope of Services are to be set forth by amendment to this contract. If, upon review of the work, corrections, modifications and/or alterations are required of the Consultant, these items shall be completed by the Consultant before the work is approved. However, if circumstances dictate, the City may authorize extensions of the time should there be delays due to reasons beyond the control of the Consultant. Such time extensions shall be equivalent to the amounts of delays incurred. Review time by the Owner, TxDOT, and other Texas, United States, or International entities will not be charged against Consultant's contract time. In the performance of the various phases of this contract the Consultant shall contact the various utility coordinators for request of the most current available utility records; and other governmental entities for particular or peculiar problems, which may arise. The Consultant shall furnish upon completion of the work herein described in the "Scope of Services" a maximum of five (5) sets of approval/permit documents, conceptual sets of plans and specifications, and construction plans and specifications. The Consultant shall not be liable or responsible for, and those shall be excluded from the computation of the aforesaid period of time, any delays due to strikes, riots, acts of god, national emergency, acts of the public enemy, governmental restrictions, laws, or regulations, or any other causes beyond the Consultant's reasonable control. Within thirty (30) days from the occurrence of any event for which time for performance by Consultant should be significantly extended under this provision, Consultant may give written notice thereof to the City stating the reason for such extension and the actual or estimated time thereof. This contract shall remain in force

for a period, which may reasonably be required for the completion of the project, including any extra work and required extensions thereto, unless discontinued as provided for elsewhere in this contract.

. V Compensation and Payment: The City shall pay Consultant for the performance of services as outlined in the Contract, a fee computed on the basis of an hourly billing rate for all of the Consultant's personnel engaged on the work, plus reimbursable expenses. The hourly billing rates shall be in accordance with billing schedule in Attachment B. Reimbursable expenses shall include costs for travel, out of town lodging, subsistence, telephone, reproduction of reports and exhibits, computer time charges, and miscellaneous expenses directly related to the project. The billing for reimbursable expenses shall have an administrative factor of one point one (1.1) applied to the actual costs to cover the Consultant's administrative expenses related to these items. A maximum fee of $185,000.00 for the scope of services, including reimbursable expenses, will not be exceeded without written authorization by the City; said fee will include payroll costs and direct non-labor expenses. Said maximum fee is further broken down into sub phases as such:

1. Review of the executive project at the request of the Secretaria de Infraestructura y Comunicaciones y Transporte (MX-SICT) considering the new maximum mobile load for highways in the Mexican territory IMT-66.5 (12.5 metric tons per axle), since the project was designed with the load T3-S2-R4 (8.4 metric tons per axle) which was valid until March 2022.

2. Change the plans from pier 28 to pier 100 (72 piers), the number of columns from 3 to 4 to meet the percentage of steel required, according to the review by MX-SICT in relation to the loads mentioned in point previous.

3. Preparation of the legal file for the change of the Concession Title from the MX-SICT to BANOBRAS/FONADIN.

4. Adjustments to the plans (Blue print) for the Mexican Customs Access Road Project.

5. Change of signature tables of the International Boundary and Water Commission (IBWC) and Comision Internacional de Limites y Aguas (CILA) commissioners, due to the fact that the commissioners of both countries have recently changed.

6. Identification of the right of way from the Reynosa – Matamoros highway to the MX Customs Facilities, and of the Fiscal Area (MX Aduana).

7. Additional works (Adjustments) for the duration of the construction phase and other project processes.

- Adjustments to the executive project and modifications to the plans required during the construction period.
- Technical meetings to monitor the project, both with the builder and with the designer on the US side.
- Technical coordination between MX SICT, BANOBRAS/FONADIN, COCONAL Group and SEA Engenieers.
- Attendance at "Binational and Regional Meetings of International Crossings and Bridges" between Mexico and the United States during the duration of the construction process.
- Bi-monthly reports on the process both projects.

See Attachment "A" Summary of Compensation also detailing the amount set forth above. The fee for any additions to the Scope of Services is to be set forth by amendment to this contract.

Monthly billings on duly completed work, which is work completed for payment to employer and principles, and expenses for work performed during the preceding four weeks accounting period will be submitted to the City during the course of the project.

Consultant shall submit to the City Partial Requests for Payment filled out and signed by the Consultant covering the work completed as of the date of the Partial Request for payment, and accompanied by such supporting documentation as is required by the Contract documents.

THE CONSULTANT SHALL NOT PERFORM ANY WORK, WHICH CONSTITUTES ADDITIONAL SERVICES UNTIL HE HAS RECEIVED AUTHORIZATION FROM THE CITY.

VI Termination and / or Suspension of Work

A. Right of Either Party to Terminate: This Contract may be terminated by either party for substantial failure by the other party to perform (through no fault of the terminating party) in accordance with the terms of this Contract. The terminating party must issue a signed, written notice of termination (citing this paragraph) to the other party which shall take effect on the tenth day following receipt of said notice.

B. Right of City to Terminate: The City reserves the right to terminate this Contract for convenience by issuing a signed, written notice of termination which shall take effect on the twentieth (20th) day following receipt of said notice.

C. Procedures Consultant to follow upon receipt of Notice of Termination if issued by the City: Upon receipt of a notice of termination and prior to the effective date of the termination, the Consultant shall, unless the notice otherwise directs, immediately begin the phase-out and discontinue all services in connection with the performance of this Contract and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Contract. Within thirty (30) days after receipt of the notice of termination, the Consultant shall submit a statement, showing in detail the services performed under this contract prior to the effective date of termination. Copies of all completed or partially completed documents, specifications and reproductions of all completed or partially completed design, and plans prepared under this contract prior to the effective date of termination shall be delivered to the City as a pre-condition to final payment. These documents shall be subject to the restrictions and conditions set forth above. Upon the above conditions having been met, the City shall promptly pay the Consultant that proportion of the prescribed fee which the services actually performed under this contract bear to the total services called for under this contract less previous payments of the fee. Failure by the Consultant to comply with the submittal of the statement and documents as required above shall constitute a waiver by the Consultant of any and all rights or claims to collect monies that Consultant may rightfully be entitled to for services performed under this contract.

D. Suspension by City

If the Owner suspends the Project, the Consultant shall be compensated for services performed prior to notice of such suspension.

If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Consultant, the Consultant may terminate this Agreement by giving not less

than fourteen (14) days' written notice.

Procedures Consultant to follow upon receipt of Notice of Suspension by the City:

1. Upon receipt of a notice of suspension and prior to the effective date of the suspension, the Consultant shall, unless the notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Contract and shall proceed to promptly cancel all existing orders and contracts insofar; as such orders and contracts are chargeable to this Contract. Consultant shall prepare a statement showing in detail the services performed under this contract prior to the effective date of suspension. Copies of all completed or partially completed documents, designs; plans specifications prepared under this contract prior to the effective date of suspension shall be delivered to the City. During the period of suspension, Consultant shall have the option to at any time submit the above referenced statement to the City for prompt payment of that proportion of the prescribed fee which the services actually performed under this contract bear to the total services called for under this contract, less previous payments of the fee.

2. In the event that Consultant exercises his right to terminate at any time after the effective suspension date, within thirty (30) days after receipt by the City of Consultant's notice of termination Consultant shall submit (if he has not previously done so) the above referenced statement showing in detail the services performed under this Contract prior to the effective date of suspension. Additionally, the above referenced copies of documents shall be delivered to the City as a pre-condition to final payment. Upon the above condition being met, the City shall promptly pay the Consultant that proportion of the prescribed fee which the services actually performed under this contract bear to the total services called for under this contract, less previous payments of the fee. Failure by the Consultant to comply with the submittal of the statement and documents as required above shall constitute a waiver by the Consultant of any and all rights or claims to collect monies that Consultant may rightfully be entitled to for services performed under this Contract.

VII Consultant's Insurance and Warranty:

Insurance: The Consultant shall procure and maintain insurance for protection from claims and workman's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

The Consultant warrants that he has not employed or retained any company or person other than a bona fide employee working solely for the Consultant to solicit or secure this contract, and that he has not for the purpose of soliciting or securing this contract paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach of this warranty, the City shall have the right to terminate this contact under the provisions of VI above.

. VIII Changes in Scope of Services: The City, may, from time to time, request changes in the Scope of Services to be performed by the Consultant hereunder and if such changes are agreed to by the Consultant, they shall be included as written amendments to this contract.

. IX Subletting or Assigning of Contract: The City does not allow, permit, negotiate, authorize nor approve any assignment of contract proceeds between the City, the Consultant, and/or with a bank, lending institution or any type of financial institution either before, during or after a contract award. The City agrees to pay the Consultant for specified services as stated in the agreed contract. The City does not agree to pay any additional party either jointly or separately for the contract.

. X Consultant's Responsibility & Liability: Acceptance and approval of the deliverables by the City Council shall not constitute nor be deemed a release of the responsibility and liability of the Consultant for the accuracy and competency of his designs, working drawings, specifications, or other documents and work performed under this contract. No approval or acceptance by or on behalf of the City shall be deemed to be an assumption of such responsibility by the City for any defect, error, or omission in the said designs, working drawings, specifications or other documents as prepared by the Consultant. The Consultant further agrees to perform any re-designs, required as a result of the Consultant's development of the designs, plans, specifications, or documents which are found to be in error. Re-designs required or occasioned after completion and acceptance by Owner of the Design Phase, for the convenience of the City shall be paid for as provided and prescribed hereinafter under Additional Services of the Consultant.

. XI Indemnification: Consultant shall and does hereby agree to indemnify and hold harmless the City from any and all damages, loss or liability of any kind, whatsoever, by reason, of injury to third person occasioned by any negligent act, error, or omission of Consultant, its officer, agents, employees, or other persons for whom Consultant is legally

liable, in rendering or failing to render professional services with regard to the performance of this Contract; Consultant will at its cost and expense defend and protect the City against any and all such claims and demands.

. XII Severability: If for any reason, any one or more paragraphs of this contract are held invalid, such judgment shall not affect, impair, or invalidate the remaining paragraphs of the contract but be confined in its operations the specific section, sentences, clauses, or parts of this contract held invalid and invalidity of any section, sentence, clause or parts of this contract in any one or more instance, shall not affect or prejudice in any way the validity of this contract in any other instance.

. XIII Interest of Consultant: The Consultant agrees that it has no interests, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract.

. XIV Owner of Documents: All documents including the original drawings, estimates, specifications, field notes and data will remain the property of the City.

. XV Equal Employment Opportunity / Minority Business Enterprise: The Consultant agrees not to engage in employment practices which have the effect of discriminating against any employee or applicant for employment and will take affirmative steps to ensure that applicants and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation. Specifically, the Consultant agrees to abide by all applicable provisions of the Non-discrimination Clause as contained in the City's current Affirmation Action Plan on file in the City Clerk's Office. In the event non-compliance occurs, the Consultant, upon written notifications by the City will commence compliance procedures immediately.

. XVI Political Interests in this Contract: No employee of the City shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; provided however, that this provision shall not be constructed to extend to this contract of made with a corporation for its general benefit.

. XVII Entire Contract: This Contract represents the entire and integrated Contract between the Consultant and supersedes all prior negotiations, representations, or Contracts, either oral or written. This Contract may be amended only by written instruments signed by both the City and Consultant.

IN WITNESS WHEREOF, the City of Pharr has lawfully caused those presents to be executed by the hand of the City Manager of said City, and the corporate seal of said City to be hereunto affixed and this instrument to be attested by the City Clerk, and the said Consultant, acting by the hand of Jesus Javier Montero Casillas thereunto authorized by Caxcan SA de CV. does now sign, executed and deliver this document.

DONE AT PHARR, TEXAS, ON THIS NOVEMBER __ OF 2022, A.D.

ATTEST:

JESUS JAVIER MONTERO CASILLAS

_____

Director Operativo CAXCAN SA DE CV

ATTEST:

_____ City Clerk

City of PHARR:

_____ City Manager

CAXCAN S.A. de C.V.
INGENIEROS CIVILES

Mexico City. November 9th, 2022.

LUIS A BAZAN
BRIDGE DIRECTOR
PHARR INTERNATIONAL BRIDGE
9900 South Cage
Pharr, Texas 78577

SCOPE OF ADDITIONAL SERVICES

In relation to the works of Bridge Expansion of Pharr Bridge, I show below our proposal for the continuation of the works in a scope of additional services:

Period of execution of the works:

From December 2022 through the duration of the construction process.

Tasks:

1. Review of the executive project at the request of the Secretaria de Infraestructura y Comunicaciones y Transporte (MX-SICT) considering the new maximum mobile load for highways in the Mexican territory IMT-66.5 (12.5 metric tons per axle), since the project was designed with the load T3-S2-R4 (8.4 metric tons per axle) which was valid until March 2022.
2. Change the plans from pier 28 to pier 100 (72 piers), the number of columns from 3 to 4 to meet the percentage of steel required, according to the review by MX-SICT in relation to the loads mentioned in point previous.
3. Preparation of the legal file for the change of the Concession Title from the MX-SICT to BANOBRAS/FONADIN.
4. Adjustments to the plans (Blue print) for the Mexican Customs Access Road Project.
5. Change of signature tables of the International Boundary and Water Commission (IBWC) and Comision Internacional de Limites y Aguas (CILA) commissioners, due to the fact that the commissioners of both countries have recently changed.
6. Identification of the right of way from the Reynosa – Matamoros highway to the MX Customs Facilities, and of the Fiscal Area (MX Aduana).
7. Additional works (Adjustments) for the duration of the construction phase and other project processes.

- Adjustments to the executive project and modifications to the plans required during the construction period.
- Technical meetings to monitor the project, both with the builder and with the designer on the US side.
- Technical coordination between MX SICT, BANOBRAS/FONADIN, COCONAL Group and SEA Engenieers.
- Attendance at “Binational and Regional Meetings of International Crossings and Bridges” between Mexico and the United States during the duration of the construction process.
- Bi-monthly reports on the process both projects.

Fee:
+The cost of the services shown above is $185,000.00 dollars (during the duration of the construction process).

Execution time:
As shown in ATTACHMENT B

Payment method:
As shown in ATTACHMENT B

Best Regards.

_____
Ing. Jesus Javier Montero Casillas
DIRECTOR OPERATIVO.

CAXCAN S.A. de C.V.
INGENIEROS CIVILES

PESTALOZZI 117 COL.NARVARTE CP 03020
ALCALDIA BENITO JUAREZ CDMX
TEL/FAX : +52(55) 5639 4915 / 5639 8162
EMAIL caxcan@prodigy.net.mx

ATTACHMENT B - WORK SCHEDULE

PHARR - REYNOSA INTERNATIONAL BRIDGE

FIELD STUDIES AND CONCEPTUAL PLAN FOR
"Second Span of the Pharr –Reynosa Internacional Bridge "

ADDITIONAL SERVICES

OCTOBER 2022

No	TASK	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DIC	ENE	FEB	MAR	ABR	MAY	TOTAL COST
1	REVIEW FOR MOBILE LOADS	25,000.00																		$25,000.00
2	CHANGE PIER PLANS	10,000.00	10,000.00	10,000.00	10,000.00															$40,000.00
3	LEGAL FILE FOR CONCESSION	8,000.00	8,000.00																	$16,000.00
4	ADJUSMENTS ACCESS ROAD		15,000.00	15,000.00	15,000.00															$45,000.00
5	CILA, IBWC SIGNATURE TABLES		5,000.00																	$5,000.00
6	IDENTIFICATION ROW		5,000.00																	$5,000.00
7	ADDITIONAL WORKS					3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	$49,000.00
	TOTAL MONTHLY PAYMENTS.	43,000.00	43,000.00	25,000.00	25,000.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	**$185,000.00**
	ACCUMULATED AMOUNT	43,000.00	86,000.00	111,000.00	136,000.00	139,500.00	143,000.00	146,500.00	150,000.00	153,500.00	157,000.00	160,500.00	164,000.00	167,500.00	171,000.00	174,500.00	178,000.00	181,500.00	185,000.00	

All the quantities shown above are in United States Dollars (USD)

ING. J. JAVIER MONTERO

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.A.
DATE SUBMITTED: October 28, 2022
MEETING DATE: November 21, 2022

FROM: Crystal Medina, Environmental Coordinator

DEPARTMENT: Public Works

DIRECTOR: Rodrigo Davila

Agenda Item: Consideration and action, if any, on the purchase of a 2024 MACK MD6 truck from Volvo & Mack Trucks of Waco through The Interlocal Purchasing System (TIPS) Contract No. 200802 in the amount of $127,229.00. **This item supports QL - Quality of Life.**

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

Issue: New truck is needed to keep up with the demand for recyclables. This unit will allow staff to better serve our community and increase the collection of recyclables throughout the city. (Project# 2223-01-517-P003-001)

Fiscal Consideration: $130,000

Staff Recommendation: Staff Recommends Approval

Alternatives: NA

Exclude Material from Public Packet? No
Reason: NA

ROUTING:

Crystal Medina	Created/Initiated - 10/28/2022
Rodrigo Davila	Approved - 10/28/2022
Karla Saavedra	Approved - 11/2/2022
Patricia Rigney	Approved - 11/2/2022
City Management Office	Final Approval - 11/18/2022

Contract Number:	200802 Date: 9-1-2022

Contractor: Volvo & Mack Trucks of Waco
Prepared By: Justin Clark
Phone: (254) 662-0911
Email: jclark@volvomackwaco.com
Fax: (254) 662-0558

Buying Agency:	City of Pharr
Contact Person:	Crystal Medina
Phone:	956-402-4350
Fax:	
Email:	crystal.medina@pharr-tx.gov

Mack MD6 with stellar container carrier

Quote valid for 45 days

Product Description	Mack MD6	PO Number:			
A. Product Item Unit Price					$84,000
B. Published Options - Itemized Below					
Description		Cost	Description		Cost
Cummins 6.7 220 HP		$0.00	158-199 inch wheelbase		$16,900.00
Allison 6 speed transmission - 2500 RDS		$41,700.00	2024 year model price increase		$9,900.00
10,000 lbs. front axle		$0.00			
17,000 rear axle		$0.00			
Cab mounted exhaust		$4,900.00			
LH 50 gallon fuel tank		$3,800.00			
11R22.5 tires with steel wheels			Discount on chassis		-$72,407.75
See attached specs for additional details					
**25,995 GVW					
		Subtotal From Additional Sheet(s):			
			Subtotal B:		$4,792.25
C. Body Options & Unpublished Options - Itemized Below					
Description		Cost	Description		Cost
Stellar Extendable Container Carrier w/ Rotator E		$48,046.00			
*per waste systems quote Pharr81922			Discount on options		-$9,609.25
		Subtotal From Additional Sheet(s):			
			Subtotal C:		$38,436.75
D. Total Cost Before Any Applicable Trade-In/Other Allowances/Discounts (A+B+C)					
Quantity Ordered	1	X Subtotal of A+B+	$127,229.00	Subtotal D:	$127,229.00
F. Trade-Ins/Special Discounts/Other Allowances/Freight/Miscellaneous Charges					
Description		Cost	Description		Cost
			Subtotal F:		$0.00
Delivery Date:	Q1 2023		G. Total Purchase Price (D+E+F)		$127,229.00

PLEASE EMAIL A COPY OF THE QUOTE AND PO TO TIPSPO@TIPS-USA.COM

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 8.B.
DATE SUBMITTED: October 28, 2022
MEETING DATE: November 21, 2022

FROM: Crystal Medina, Environmental Coordinator

DEPARTMENT: Public Works

DIRECTOR: Rodrigo Davila

Agenda Item: Consideration and action, if any, on the purchase of a VACTOR 2100i truck from Doggett Freightliner of South Texas LLC out of Austin, TX through The Interlocal Purchasing System (TIPS) Contract No. 200206 in the amount of $472,215.00 **This item supports IF - Infrastructure**.

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

Issue: Vactor truck is needed for the maintenance of roadside ditches and culverts, storm water manholes and inlets. for mitigation of rainwater and improved drainage. (PROJECT# 2223-01-517-P004-001)

Fiscal Consideration: 475000

Staff Recommendation: Staff Recommends Approval

Alternatives: NA

Exclude Material from Public Packet? No
Reason: NA

ROUTING:

Crystal Medina	Created/Initiated - 10/28/2022
Rodrigo Davila	Approved - 11/1/2022
Karla Saavedra	Approved - 11/2/2022
Patricia Rigney	Approved - 11/2/2022
City Management Office	Final Approval - 11/18/2022

DOGGETT FREIGHTLINER OF SOUTH TEXAS LLC - AUSTIN

1701 Smith Rd.
Austin, Texas 78721

Bus: 512-389-0000
Fax: 512-389-2663

INV #:

DATE: 11/1/2022

INVOICE / BUYER'S ORDER

BUYER'S NAME				TELEPHONE	
CITY OF PHARR					
ADDRESS		CITY		STATE	ZIP CODE
801 E. SAM HOUSTON		PHARR		TX	78577
YEAR	MAKE	MODEL/BODY	VIN		LICENSE PLATE
2023	WESTERN STAR	4700	TBD		

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY CHARGED TO BUYER FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

UN PAGO DOCUMENTAL NO ES UN CARGO OFFICIAL. LA LEYNO EXIGUE SE IMPONGA UN CARGO DOCUMENTAL. PERO ESTE PODRIA COBRARSE A LOS COMPRADORES POR EL MANEJO DE LA DOCUMENTACION EN RELACION CON LE VENTA. UN CARGO DOCMENTAL NO PUEDI EXCEDER UNA CANIDAD PAZONABLE ACORDADA POR LAS PARTES. ESTA NOTIFICACION SE EXIGUE POR LA LEY.

Disclaimer of Warranties

The above decribed vehicle sold by Freightliner of Ausitn is sold as is, without either express or implied warranties of any kind by Freightliner of Austin, including warranties of merchantability or fitness, and Buyer will bear the entire expense of repairing or correcting any defects that presently exist or that may occur in the vehicle, unless a writte warranty by, or service contract with Freightliner of Austin covering the describe vehicle is delivered to Buyer in conjunction with or within 90 days following the time of sale,but such vehicle or any of its component parts may be subject to warranty by the manufacuter thereof.

MILEAGE:	
TIPS CONTRACT #200206	
VACTOR 2100i	$472,215.00
Reference Quote Kinloch Equipment & Supply, Inc # 2022-47444	
Prices quoted herein expires on 11-30-2022	

CUSTOMER COPY

MILEAGE:				
YEAR	MAKE	MODEL/BODY	VIN	
MILEAGE:		TRADE-IN		
YEAR	MAKE	MODEL/BODY	VIN	

		TOTAL	$472,215.00
PAYOFF TO:		(Trade Allowance)	($.00)
ADDRESS:		TRADING DIFFERENCE	$472,215.00
TELEPHONE: FAX:		SALES TAX	$0.00
GOOD UNTIL:		DEALER'S INVENTORY TAX	$0.00
QUOTED BY:		LICENSE FEE	$0.00
SHOW LIEN TO:	Body Type:	DOCUMENTARY FEE	**$0.00**
ADDRESS:	License Wt.:	FEDERAL EXCISE TAX	$0.00
	State Insp.:	TOTAL SALE PRICE	$472,215.00
DATED: LIEN AMOUNT $	License:	PAYOFF ON TRADE	$0.00
DRAFT FOR $	Title:	EXT. WARRANTY	$0.00
DRAFT THRU:	Transfer:	LESS DEPOSIT	$0.00
ADDRESS:		Total Balance Due	$472,215.00

**The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.

The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions on the contract of sale.

La informacion que aparece en la ventanilla de este vehiculo forma parte de este contrato. La informacion contenida en el formulario de la ventanilla anula cualquier prevision que establezca lo contratio y quy aparezca en el contrato de venta . If a credit purchase, this is an offer to purchase only. Buyer offers to purchase vehicle on credit terms described herein and no contractual relationship is created. This order does not constitute an agreement for the extension of credit. Manufacturer/Distributor reserves the right to change the price of new vehicles to Seller without notice. In the event that the price to Seller of the new vehicle ordered hereunder is changed prior to delivery to Buyer, Buyer agrees and accepts that the cash delivered price will be changed accordingly. If the Buyer's used vehicle trade-in is not delivered to the Seller until delivery of the new vehicle, the trade-in will be reappraised at that time and Buyer agrees that such reappraised value shall determine the allowance, if any, made for the trade-in. Buyer agrees to deliver the original bill of sale and the title to an trade-in along with the delivery of the trade-in and further agrees to execute and all documents necessary or required to transfer legal title and ownership to Seller or its assigns. Buyer warrants the trade-in to be his property and free and clear of all liens and encumbrances except as otherwise noted herein. Buyer further warrants that the trade-in has not been declared rebuilt salvage, reconditioned, nonrrpairable, or flood damaged and that the emission systems have not been tampered with and are in the condition as originally manufactured, except for ordinary wear, unless so disclosed. Seller makes no representations, concerning fuel economy of the sale unit and any information posted on the sale unit or contained in literature relating to the same reflect the results of tests performed, required or prescribed by government agency, upon which Seller has relied.It is expressly agreed to and understood by Buyer and Seller that is the event of a non-credit transaction, Seller retains a security interest in the purchased vehicle until such time as Buyer has paid the Seller for the vehicle. Buyer agrees to all the above listed charges.

BUYER'S SIGNATURE: _____ **SELLER'S SIGNATURE:** _____ **DATE** _____

Kinloch
Equipment & Supply, Inc.

Presents a Proposal Summary

of the

VACTOR

2100i

Combination Single Engine Sewer Cleaner with Positive Displacement Vacuum System Mounted on a Heavy-Duty Truck Chassis

For

CITY OF PHARR
EST. 1909
PRIDE • PROGRESS • COMMUNITY • LEARNING

Rafael Castillo
Tel: (956) 463-6514

Quote Number: 2022-47444

PRODUCT DESCRIPTION

· 2100i with Roots 824-16" Hg. Blower, 10 Yard Debris body, 1300 Gallons of Fresh Water

STANDARD FEATURES

· 48" x 22" x 24" Curb Side Aluminum Toolbox
· Aluminum Fenders
· Mud Flaps
· Electric/Hydraulic Four Way Boom
· Color Coded Sealed Electrical System
· Intuitouch Electronic Package
· Double Acting Dump Hoist Cylinder
· Handgun Assembly w/35' x 1/2" Hose w/Quick Disconnects
· 3" Y-Strainer at Water Pump Inlet
· Ex-Ten Steel Cylindrical Debris Tank
· Flexible Hose Guide
· (3) Nozzles with Carbide Inserts w/Rack
· Suction Tube Storage - 4 Pipe
· 1" Nozzle Pipe
· 10' Leader Hose
· Flat Rear Door w/Hydraulic Locks
· Dual Stainless Steel Float Shut Off
· Debris Body Vacuum Relief System
· Debris Deflector Plate
· 60" Dump Height
· Additional Water Tank Sight Guage
· Liquid Float Level Indicator
· Boom Transport Post Storage
· Boom Out of Position Indicator/Alarm
· Body Out of Position Indicator/Alarm
· 3" Y-Strainer @ Water Pump
· Performance Package
· 1" Water Relief Valve
· Microstrainer Prior to Blower
· Midship Handgun Coupling
· Side Mounted Water Pump
· Hose Wind Guide (Dual Roller)
· Hose Reel Manual Hyd. Extend/Retract
· Hose Reel Chain Cover (Full)
· Hydraulic Extending 15", Rotating Hose Reel, 1" x 800' Capacity
· Tachometer & Hourmeter/Blower
· Circuit Breakers
· LED Lights. Clearance, Back-Up, Stop, Tail & Turn
· Tow Hooks, Front and Rear
· Electronic Back-Up Alarm
· Hydraulic Tank Shutoff Valves
· Module Paint, Dupont Imron Elite - Sanded Primer Base
· 8" Vacuum Pipe Package
· Emergency Flare Kit
· Fire Extinguisher 5 Lbs.
· Fixed Rear Door Pipe Rack, 8" Pipe
· Subframe Mounted, 2-Pipe Rack, 8"
· Low Water Alarm with Water Pump Flow Indicator
· Joystick Boom Control
· Rodder System Accumulator- Jack Hammer on/off control w/ manual valve
· Digital Hose Footage Counter

· Water Pump Hour Meter
· PTO Hour Meter
· Camera System, Rear Only
· Hydraulic Oil Temp Alarm
· Digital Water Pressure Gauge

ADDITIONAL FEATURES

· MY2023 or newer Western Star 4700 Tandem Axle, 66,000# GVW Chassis
· Roots 824-16" Hg. Blower
· 180 Degree Rotation, 10 Ft. Hydraulic Telescoping Boom, Front Loading 8" Suction Hose
· 80 GPM Variable Flow Water System
· 2500 PSI Water Pressure
· Hydraulic Cooling Package
· 1" x 800' Piranha Sewer Hose, 2500 PSI
· Debris Body Washout
· 6" Rear Door Knife Valve w/ Camloc w/Port, 6:00 position
· Pump Off Ports Only
· Centrifugal Separators (Cyclones)
· Folding Pipe Rack, Curbside, 8" Pipe
· Rear Door Splash Shield
· Lube Manifold
· Plastic Lube Chart
· Final Filter and Silencer Ball Valve Drains
· Hot Shift Blower Drive (automatic transmission)
· Rodder Hose Pinch Roller
· High Pressure Hose Reel
· Rodder Pump Drain Valves
· Rear Directional Control, LED Arrowboard
· Wireless, Waterproof, Rechargeable, Handheld, LED Spot Light w/12V Charger
· Rear Mounted, LED Beacon Light w/ Limb Guard
· 6 Lighting Package, 6 Federal Signal Strobe Lights, LED
· Work lights (2), LED, Boom
· Toolbox, Behind Cab
· Toolbox, Passenger Side Chassis Frame, 30w x 18h x 24d
· Safety Cone Storage Rack - Post Style
· Door Stripe Material, Reflective Tape, Blue
· (1) 8" Adjustable Air Adapter

Chassis Source – Doggett Freightliner of South Texas (current TIPS Contract Holder)
Module Paint Match Cab - Yes
Module Paint Color - White
Cab Color - White
Door Stripe Color - Blue
Chassis Axle - Tandem

Total Price F.O.B. Pharr, TX: $472,215.00

Product Model: 2100i
Proposal Date: 10/30/2022
Quote Number: 2022-47444
Price List Date: 9/5/2022
Payment Terms: Net Due Upon Delivery

Proposal Notes:

1. Prices quoted herein are in accordance with TIPS cooperative contract # 200206.
2. Prices quoted herein are firm until 11.30.22.
3. This proposal is made as a matter of convenience. Any order desired to be placed in conjunction with this proposal must be made in favor of Doggett Freightliner of South Texas as only a franchise motor vehicle dealer may title and register and plated new motor vehicles within the State of Texas. Doggett Freightliner of South Texas is the exclusive TIPS contract holder for the Western Star 4700 chassis as offered in this proposal.

SIGNED BY:

_____ Date: _____

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

2100 Series, HXX Series and Jetters	10 years against water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 yrs. against any factory defect in material or workmanship.
2100 Series, HXX Series and Guzzler only	5 years against leakage of debris tank, centrifugal compressor or housing due to rust-through.
2100 Series and Jetters	2 years - Vactor Rodder Pump

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's authorized dealer's or distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended or not in accordance with operating, maintenance or safety instructions provided by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY AGAINST FAILURE OF ITS ESSTENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

VACTOR MANUFACTURING
1621 S. Illinois Street
Streator, IL 61364

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.A.
DATE SUBMITTED: November 18, 2022
MEETING DATE: November 21, 2022

FROM: Moises Beas, Civil Engineer In Training

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, on Change Order No. 1 for an additional 112 calendar days to the contract with Castle Enterprises, LLC for the Fir Avenue Paving Improvements Project for a final completion date of June 23, 2023. **This item supports IF - Infrastructure**.

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

Issue: Change Order No. 01 is to add an additional 112 calendar days to the contract with Castle Enterprises, LLC for the Fir Avenue Paving Improvements Project. CO #1 additional calendar days are due to weather delays, AT&T Communication line relocation at three different locations, and lead time delays for materials on hand for the proposed waterline improvements.
(Project# 2122-01-528-C005-448)

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval of Change Order No. 01 to the construction contract with Castle Enterprises, LLC for the Fir Avenue Paving Improvements Projects.

Alternatives: N/A

Exclude Material from Public Packet? No
Reason: N/A

ROUTING:

Moises Beas	Created/Initiated - 11/18/2022
Ruben Alfaro	Approved - 11/18/2022
Patricia Rigney	Approved - 11/18/2022
Karla Saavedra	Approved - 11/18/2022
City Management Office	Final Approval - 11/18/2022

Pharr Engineering

CHANGE ORDER

Contractor: Castle Enterprises, LLC

Change Order No.: 1

Project: Fir Avenue Paving Improvements

Date: 11/21/2022

Project #2122-01-528-C005-448

Notice to Proceed Date: 6-Jun-22

Change Order Amount: $ -

You are directed to make the following changes in the Contract Documents:

Add an additional 112 calendar days to the contract with Castle Enterprises, LLC for the Fir Avenue Paving Improvements Project.

Reason for Change Order:

Weather delays, AT&T Communication line relocation at three different locations, and lead time delays for materials on hand for the proposed waterline improvements.

	Contract Price		Contract Time(Calendar Days)	
Original Contract:	$	314,717.70	Original Completion Date:	3-Oct-22
Previous Change Order: (+/-)	$	-	Additional Days:	112
This Change Order: (+/-)	$	-	Revised Completion Date:	23-Jan-23
Revised Contract Amount:	$	314,717.70		

It is agreed by the Contractor that this Change Order includes any and all costs associated with or resulting from change(s) ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this Change Order.

THIS DOCUMENT SHALL BECOME AN AMMENDMENT TO THE CONTRACT AND ALL STIPULATIONS AND COVENANTS OF THE CONTRACT SHALL APPLY HERETO.

Accepted:

Castle Enterprises, LLC — Authorized Signature — 11/8/2022 Date

Contractor

Recommended:

Javier Hinojosa Engineering — Authorized Signature — 11/8/22 Date

Project Engineering Firm

Ruben Alfaro, P.E. — Authorized Signature — Date

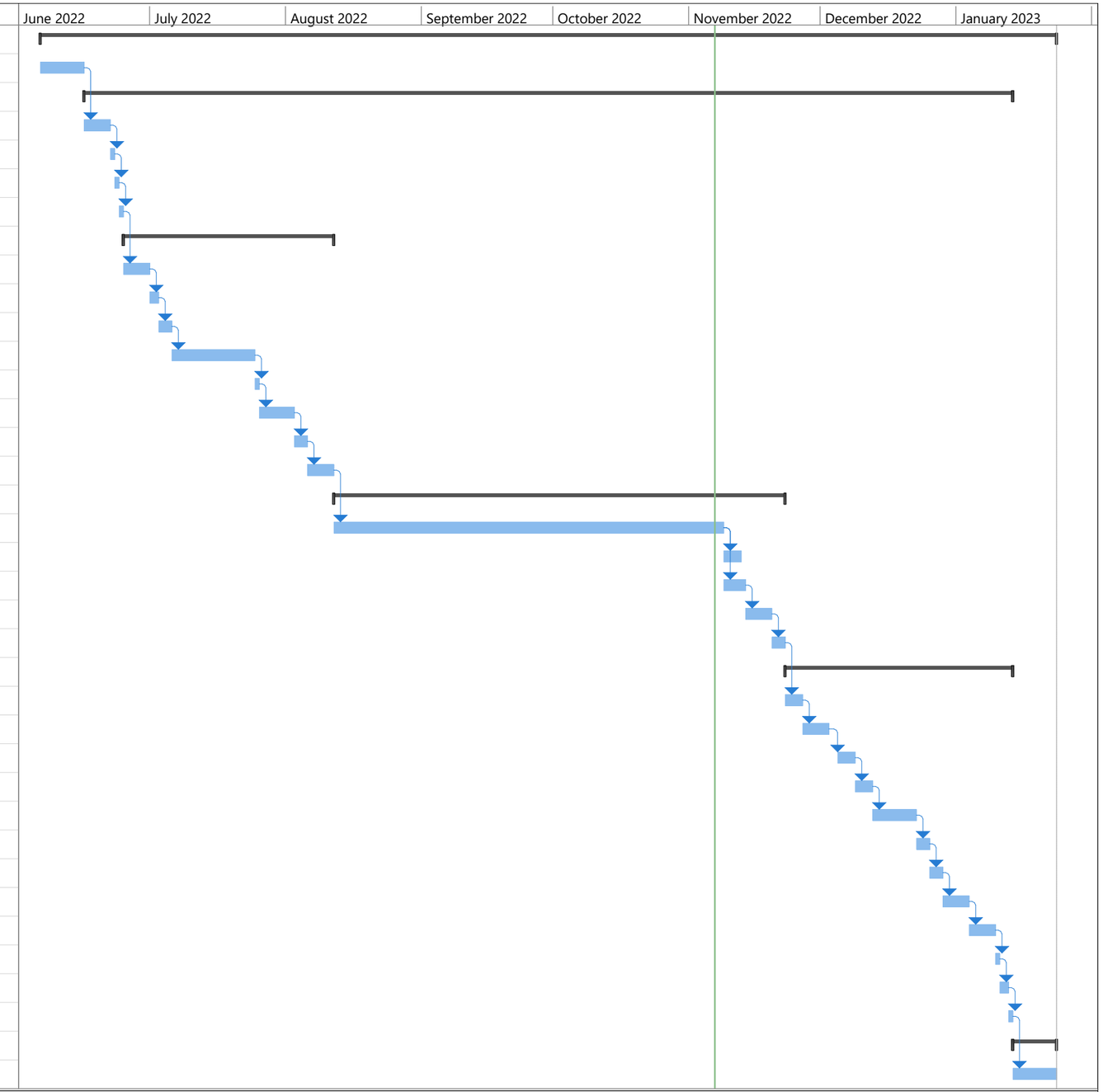
City Engineer

Approved:

Ed Wylie — Authorized Signature — Date

Deputy City Manager

ID	Task	Task Name	Duration	Start	Finish	Predecessors
1		**Fir Avenue Improvements**	**232 days**	**Mon 6/6/22**	**Mon 1/23/23**	
2		Mobilization	10 days	Mon 6/6/22	Wed 6/15/22	
3		**Project**	**212 days**	**Thu 6/16/22**	**Fri 1/13/23**	
4		Submittals	6 days	Thu 6/16/22	Tue 6/21/22	2
5		Holiday	1 day	Wed 6/22/22	Wed 6/22/22	4
6		Submittals	1 day	Thu 6/23/22	Thu 6/23/22	5
7		Traffic Control	1 day	Fri 6/24/22	Fri 6/24/22	6
8		**Demo**	**48 days**	**Sat 6/25/22**	**Thu 8/11/22**	
9		Prepare ROW	6 days	Sat 6/25/22	Thu 6/30/22	7
10		Excavation	2 days	Fri 7/1/22	Sat 7/2/22	9
11		Weather Delay	3 days	Sun 7/3/22	Tue 7/5/22	10
12		Excavation	19 days	Wed 7/6/22	Sun 7/24/22	11
13		Weather Delay	1 day	Mon 7/25/22	Mon 7/25/22	12
14		Excavation	8 days	Tue 7/26/22	Tue 8/2/22	13
15		Weather Delay	3 days	Wed 8/3/22	Fri 8/5/22	14
16		Excavation	6 days	Sat 8/6/22	Thu 8/11/22	15
17		**Utility Improvements**	**103 days**	**Fri 8/12/22**	**Tue 11/22/22**	
18		Utility and Material Delay	89 days	Fri 8/12/22	Tue 11/8/22	16
19		Waterline w/valve	4 days	Wed 11/9/22	Sat 11/12/22	18
20		24" RCP	5 days	Wed 11/9/22	Sun 11/13/22	18
21		Inlets	6 days	Mon 11/14/2	Sat 11/19/22	20
22		Tie into existing Storm	3 days	Sun 11/20/22	Tue 11/22/22	21
23		**Paving Improvements**	**52 days**	**Wed 11/23/2**	**Fri 1/13/23**	
24		Subgrade Proctor	4 days	Wed 11/23/2	Sat 11/26/22	22
25		Lime Subgrade Preparation	6 days	Sun 11/27/22	Fri 12/2/22	24
26		Flex Base Proctor	4 days	Mon 12/5/22	Thu 12/8/22	25
27		Flex Base for Curb & Gutter	4 days	Fri 12/9/22	Mon 12/12/22	26
28		Curb & Gutter w/aprons	10 days	Tue 12/13/22	Thu 12/22/22	27
29		Backfill behind C&G	3 days	Fri 12/23/22	Sun 12/25/22	28
30		Adjust MH Tops	3 days	Mon 12/26/2	Wed 12/28/22	29
31		Sidewalk	6 days	Thu 12/29/22	Tue 1/3/23	30
32		Flex Base for Roadway	6 days	Wed 1/4/23	Mon 1/9/23	31
33		Prime Flex Base	1 day	Tue 1/10/23	Tue 1/10/23	32
34		Asphalt Paving	2 days	Wed 1/11/23	Thu 1/12/23	33
35		Pavement Markings	1 day	Fri 1/13/23	Fri 1/13/23	34
36		**Project Completion**	**10 days**	**Sat 1/14/23**	**Mon 1/23/23**	
37		Project Cleanup	10 days	Sat 1/14/23	Mon 1/23/23	35



Project: City of Pharr - Fir Avenu
Date: Mon 11/7/22

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

Castle
ENTERPRISES, LLC

Monday, November 7th, 2022

Edward Wylie
Deputy City Manager
118 S. Gage
Pharr, TX 78577

Reference: 2122-01-528-C005-448, Change Order #1
Project Name: Fir Avenue Paving Improvements

Mr. Wyle,

Please see attached Change Order #1 request for an additional 112 calendar days for the above referenced project. The request is due to several utility conflicts, which include 3 different AT&T locations.

AT&T Conflicts:
Concrete apron at IH 2 Frontage
Alley behind Ferguson Plumbing
Alley south of E Alan Street

If you have any questions or should require additional information do not hesitate to contact me.
Respectively,

Chris Castillo
956-292-1540
chris.castleenterprises@gmail.com

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.B.
DATE SUBMITTED: November 9, 2022
MEETING DATE: November 21, 2022

FROM: Pilar Rodriguez, Fire Chief

DEPARTMENT: Fire

DIRECTOR: Pilar Rodriguez

Agenda Item: Consideration and action, if any, authorizing City Manager to accept a grant in the amount of $4,000 from Superior HealthPlan for the purchase of smoke/carbon monoxide detectors for distribution to the public. **This item supports SSC - Safe and Secure Community**.

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

Issue: Superior HealthPlan has offered the Fire Department a grant in the amount of $4,000 for the purchase of smoke/carbon monoxide detectors that will be distributed to citizens of Pharr. The grant does not require a local match from the City of Pharr.

The distribution of free smoke/carbon monoxide detectors to the most vulnerable populations in the City will further reduce the risk due to fire or carbon monoxide hazards in single-family dwellings. It is estimated that approximately 150 smoke/carbon monoxide detectors will be distributed with this grant.
(Project# 2223-01-515-IPQ023-001)

Fiscal Consideration: No local match is required.

Staff Recommendation: Based on review by this office, staff recommends approval of authorization for the City Manager to accept the $4,000 grant from Superior HealthPlan.

Alternatives: Decline accpetance of the grant.

Exclude Material from Public Packet? No
Reason: N/A

ROUTING:

Pilar Rodriguez	Created/Initiated - 11/9/2022
Cynthia Garza	Approved - 11/14/2022
Karla Saavedra	Approved - 11/16/2022
Patricia Rigney	Approved - 11/17/2022
City Management Office	Final Approval - 11/18/2022

superior healthplan

Superior HealthPlan Funding - Intake & Follow Up

ALL FIELDS REQUIRED

This form along with a signed grant or sponsorship agreement, W9, and Centene Vendor Master Maintenance form with be required for funding.

AGENCY DATA

Organization Legal Name **City of Pharr**

DBA if Applicable **Pharr Fire Department**

Agency Contact & Email **Pilar Rodriguez pilar.rodriguez@fd.pharr-tx.gov**

Employer Identification Number **74-6001875**

Organization Website **pharr-tx.gov**

Funding Description **Project/Program Funding**

Project Program Area **Community & Economic Development**

DEMOGRAPHICS

Percentage of Ethnicities Served – Must Equal 100%

Ethnicity	Percentage
African American	0.17%
Asian	0.37%
Caucasian	4.68%
Hispanic/Latino	94.33%
Native American	0.03%
Other Minority	0.49%

Percentage of Age Groups Served – Must Equal 100%

Age Group	Percentage
Children (Infant - 5th Grade)	20%
Youth (6th - 8th)	20%
Teens (9th - 12th)	20%
Seniors (People 50 Years & Older)	20%
Mixed Ages (19 - 49)	20%

Community Served – Select One - Urban Cluster

Priority Groups – Select All that Apply

☒Gender Equality

☒Racial Equity

☒LGBTQ+ Community

☒Military and Veterans

☒People with Disabilities and Caregivers

SOCIAL DETERMINANTS OF HEALTH (SDOH)

Is this funding addressing SDOH? **Yes**

Main SDOH **Neighborhood & Physical Environment**

Secondary SDOH **Neighborhood & Physical Environment**

OUTCOMES OF SUPERIOR HEALTHPLAN FUNDING

This section forward will be required at the end of the funding term.

OUTPUTS What is the direct result/product of our company's funding? This should be quantifiable information with specific numbers. (for example: 20 new workstations in the crisis hotline call center)	
OUTCOMES What is the specific change to your organization program participants due to our company's funding? Continued from previous question. This should be quantifiable information with specific numbers. (for example: to hire 20 new staff members who took on additional 100 crisis calls per week)	
IMPACTS What is the change occurring in your organization, community, or system due to our company's funding? Continued from above previous question. (for example: resulting in a 15% decrease in teen suicides over a period of six months, when compared to the same period in the prior year)	

SUPERIOR HEALTHPLAN GRANT AWARD AGREEMENT

Superior HealthPlan is pleased to inform Pharr Fire Department that its Grant Committee has approved a grant of $4000 to Pharr Fire Department for the Smoke Detector and Carbon Monoxide Program.

The Project term is October 01, 2022 thru September 30, 2023.

1. Grantee agrees to use all of the Grant funds exclusively for the general support of Grantee's Project as outlined below. Grantee shall not use any portion of the Grant funds, including any interest earned thereon, for any other purpose without the prior written approval of the Committee.
    a. FUNDING WILL PROVIDE SMOKE DETECTORS AND/OR CARBON MONOXIDE DETECTORS TO OUR MOST VULBERABLE POPULATIONS.
2. Grantee agrees to provide the promotional benefits and brand awareness outlined in the grant submission. Those benefits are outlined below:
    a. SUPERIOR HEALTH PLAN WILL RECIEVE VERBAL AND PRINTED RECOGNITION FOR THERE SPONSORSHIP AND EFFORTS TO MAKE THIS PROGRAM POSSIBLE.
3. Grantee agrees to keep its financial statements and other records in such a manner to adequately account for the use of the Grant funds exclusively for the Grant's purposes. A summary of the grant funds will need to be submitted at the end of the grant term along with the outcomes of the funding.
4. Grantee agrees to promptly supply Superior HealthPlan with such information as Superior may, from time to time request, in its sole discretion, to establish the charitable use of the Grant and to assess the impact of the Grant on the Grantee's public charity status.
5. Grantee agrees to repay Superior HealthPlan any portion of the Grant that is not used for the Grant's purposes as stated herein.

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6. Grantee agrees that it will not use any of the Grant funds (a) to carry on propaganda or otherwise attempt to influence legislation, (b) to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive, (c) to make any grant to an individual or organization, or (d) for any purpose other than charitable, scientific, literary, or educational as defined under 501(c) (3) of the Code.

The failure by Grantee to satisfy each of the above conditions may result in Superior HealthPlan terminating this agreement, not funding further grants, and/or pursuing recovery of grants previously made.

There will be an end of Grant term meeting with Superior HealthPlan to assess the impact of the Grant.

Grantee hereby agrees to the terms and conditions of the Grant as recited above.

By: _____

Name: _____

Title: _____

Date: _____

Superior HealthPlan:

By: _____

Name: Mary Lou Cavazos

Title: Community Ambassador

Date: 10/07/2022

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STORIES & QUOTES

Pictures Greatly Appreciated

Do you authorize Superior HealthPlan to use these quotes in our marketing? Yes

Please provide at least once success story or quote from a recipient(s) due to this funding. Click or tap here to enter text.

Is there anything else you would like to add about the outcomes of this sponsorship? Choose an item.

Additional Feedback Click or tap here to enter text.

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.C.
DATE SUBMITTED: November 14, 2022
MEETING DATE: November 21, 2022

FROM: Daniel Ramirez, Director

DEPARTMENT: Emergency Medical Services

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action, if any, authorizing City Manager to ratify a contract with HCA Gulf Coast Division to provide emergency and non-emergency ground ambulance service.**This item supports EV - Economic Vitality.**

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

Issue: This contract will allow Pharr EMS to provide emergency and non-emergency ground ambulance service to HCA Gulf Coast Division.
(Project# 2223-62-525-S015-001)

Fiscal Consideration: HCA will provide enough call volume to cover all costs for the ambulance.

Staff Recommendation: Staff recommends approval.

Alternatives: no alternative.

Exclude Material from Public Packet? No
Reason: no excluded.

ROUTING:

Daniel Ramirez	Created/Initiated - 11/14/2022
Daniel Ramirez	Approved - 11/14/2022
Karla Saavedra	Approved - 11/18/2022
Patricia Rigney	Approved - 11/18/2022
City Management Office	Final Approval - 11/18/2022

AGREEMENT FOR AMBULANCE AND NON-MEDICAL TRANSPORTATION SERVICES

Contract GCD-266630

THIS AGREEMENT ("Agreement") shall be effective the later of the date this Agreement is fully executed or October 15, 2022 ("Effective Date"), by and between **City of Pharr** ("Contractor") and **Gulf Coast Division, Inc.** ("Division"), on behalf of and as the authorized disclosed agent for the hospitals and free-standing emergency departments identified on Exhibit A (each, a "Facility" and collectively, the "Facilities"). Contractor and Division are occasionally referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Division is an institution (inclusive of the Facilities) committed to providing corporate oversight and management of regional tertiary health care services primarily to residents and visitors of the states of Texas.

WHEREAS, Contractor provides medical transportation services as described more fully herein, is licensed by applicable local and state authorities to provide those services in Brazoria, Harris, Galveston, Montgomery, Liberty, Cameron, Hidalgo and Nueces counties, Texas, and is properly enrolled as a Medicare and Medicaid provider.

WHEREAS, Facility desires to utilize Contractor as a provider of medical transportation services for its patients, including those patients covered under Parts A and B of the Medicare program, as well as for other non-Medicare patients.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements contained herein, the Parties to this Agreement agree as follows:

AGREEMENT

1. **Incorporation of Recitals.** All of the above recitals are hereby accepted by the Parties as true and correct and are incorporated herein by reference.

2. **Appointment as Service Provider.** Division appoints Contractor and Contractor accepts such appointment to provide patient transportation services as follows:

2.1 Ambulance Services. Contractor shall provide ground basic and advanced life support ambulance service (collectively, "Ambulance Services") to Division and the Facilities, for patients requiring such Ambulance Services, 24 hours-per-day, 7 days-per-week, pursuant to the terms of this Agreement, including, without limitation, the service specifications set forth in Exhibit B hereto. "Ambulance Services" consist of a response by Contractor to the Facility, treatment and other pre-transport activities, including the rendering of emergency medical service at the Facility, appropriate care and treatment during transport, and transportation to the Facility or patient's other designated destination.

2.2 Vehicle Staffing.

2.2.1 Contractor shall ensure that all emergency response vehicles are staffed with appropriately licensed and/or certified emergency medical personnel, such as a paramedic or Emergency Medical Technician-Basic (EMT) (collectively, the "Emergency Medical Personnel"), in accordance with applicable laws and regulations, and the service specifications set forth in Exhibit B hereto. All Emergency Medical Personnel shall be trained in current basic and advanced cardiac life support methods and systems and protocols and maintain such certification during the term of this Agreement.

2.2.2 Contractor agrees to furnish a list of Contractor-certified personnel to Division upon request.

2.2.3 Contractor agrees to withdraw any employee whose performance or conduct is determined to be inappropriate or detrimental to the provision of Ambulance Services under this Agreement.

2.2.4 All Contractor-approved drivers are required to obtain and maintain all appropriate emergency ambulance driver's permits, as issued by any city(s), county(s), state or other governmental agency(s) and as these entities may require. Contractor shall require that each driver carry all such permits at all times and shall make copies of the same available for inspection to Division upon request.

2.2.5 Contractor shall ensure that all personnel are qualified and are prepared to provide emergency medical services at all times.

2.2.6 Contractor agrees to keep its vehicles in the state of mission readiness, which means that emergency vehicle and qualified EMS personnel shall be available 24 hours per day, 7 days per week to respond to transportation requests.

2.2.7 If Contractor intends to deviate from staffing standards and protocols for the emergency vehicle for the particular type of assigned transport (such as neonate or pediatric patients), Contractor will provide a copy of each staffing variance to Division. Such staffing variance must be acceptable to and approved by the Texas Department of State Health Services, and be deemed acceptable to Division.

2.3 Specialty Care Services. If applicable, Contractor shall provide specialty care transportation services (hereinafter collectively, "Specialty Care Services") for patients requiring such Specialty Care Services, 24 hours-per-day, 7 days-per-week, pursuant to the terms of this Agreement, including, without limitation, the service specifications set forth in Exhibit B hereto.

✓ Basic Life Support patient transport services

✓ Advanced Life Support patient transport services

✓Critical Care patient transport services

✓ Bariatric patient transport services

✓Psychiatric patient transport services

☐ Neonatal patient transport services

✓ Wheelchair van services

2.4 Non-Medical Stretcher & Wheelchair Van Services. If applicable, Contractor shall provide non-medical stretcher & wheelchair van services (hereinafter, "Handicap Transportation") for patients requiring such services, 24 hours-per-day, 7 days-per-week, pursuant to the terms of this Agreement. Handicap Transportation consists of a response by Contractor to the Facility and transportation to Facility or the patient's other designated destination. (Ambulance Services, Specialty Care Services and Handicap Transportation are collectively referred to herein as "Transportation Services").

2.5 Availability. Contractor will notify Facility when requests for Transportation Services under this Agreement cannot be honored consistent with the response times set forth in Exhibit C in order to permit Facility to obtain services from another provider.

2.6 Level of Transport Services. In every instance, Contractor will cooperate with Facility to ensure utilization of the appropriate level of transportation based on the patient's status as well as medical necessity and payor requirements. In the event Contractor utilizes a mode of transportation that is inappropriate for the patient based on the above factors absent the approval of the Facility, Facility shall not be responsible for the additional cost, if any, associated with such transportation if the transport is of the type that is payable by the Facility as described in Exhibit D.

2.7 Information and Reports. Contractor shall prepare and require its personnel to prepare and provide to Division or any Facility, as necessary, such information, records and other documents related to the Transportation Services in such format and upon such interval as Division or a Facility shall reasonably require in furtherance of its quality assurance/performance improvement, risk management and any other plans and/or program adopted by Division or any Facility to assess and improve the quality and efficiency of Division's and the Facilities' services.

2.8 Immediate Notice of Harm to Patients. Should harm of any kind, intentional or unintentional, criminal or otherwise, occur to the transported patient from the time the patient boards the Contractor vehicle until the patient leaves Contractor's care, Contractor shall immediately notify the leader of sending unit, Facility leader, Transfer Center, Division

EMS leader, ED Nursing Director or the Administrator On-Call at the Facility from which the patient was picked up.

2.9 Disaster Services. In the event of a major disaster requiring the evacuation of any of the Facilities, Contractor shall, subject to equipment and manpower availability, utilize its local, regional and national disaster response teams to provide the appropriate Facilities with emergency medical services and transportation support. Contractor also agrees to participate in Division's ongoing disaster planning and to participate in any planned drills.

2.10 Equipment. Contractor shall document the receipt of any Facility-owned equipment necessary for the safe transfer of patients, assume custody and legal liability for such during the transfer, and will return such to the appropriate Facility department within 24 hours of the time of receipt. Please note that the Facilities will no longer be releasing IV pumps outside such Facilities.

2.11 Patient Valuables. Contractor shall document the receipt of patient valuables, assure custody and assume legal liability for such upon receipt, and deliver such to a responsible party at the receiving Facility.

2.12 Linen Inventories. An exact inventory of the number and types of linens for ambulance use will be established by each Facility as of the Effective Date of the Agreement. Contractor must insure inventory items it takes from Facilities are replaced.

3. **Addition or Removal of Facilities**. In the event that Division acquires or becomes entitled to manage or operate any facility other than the Facilities defined in Exhibit A in which the Transportation Services would be required, and Division desires Contractor to cover the additional facility or facilities under this Agreement, Division shall notify Contractor of its desire to have Contractor cover additional facility/facilities under this Agreement, and such facility/facilities shall be covered unless Contractor advises Division in writing that it does not intend to provide such services within 30 days of receiving the notice from Division. In the event that one of the Facilities is sold or closed, Division shall provide written notice to Contractor notifying Contractor that its Transportation Services for that particular Facility shall no longer be required nor subject to the terms and conditions of this Agreement by the sale or closure date of such Facility. The Parties shall document any changes to the Facilities covered under this Agreement pursuant to the terms of this Section in an amended Exhibit A.

4. **Qualifications and Obligations.**

4.1 Licensure and Certification. The Parties covenant and agree that at all times they shall remain licensed, certified or enrolled in good standing with applicable state and federal licensing authorities, with all state and federal health care programs, and all required state or national accrediting organizations. Contractor shall ensure that all ground ambulance vehicles when in-service will maintain proper emergency ambulance provider numbers, permits, licenses, and registrations issued by any and all of the appropriate federal, state, county, city, or other governmental agencies, as required, and Contractor shall provide Division with copies of such

provider numbers, permits, licenses and registrations upon request. The Parties further warrant that each will take all reasonable steps as set forth by the Office of Inspector General, United States Department of Health and Human Services ("OIG"), to ensure that it does not employ individuals who have been excluded from participation in federal health care programs.

4.2 Services in Compliance with Laws and Regulations. Contractor shall provide all Transportation Services hereunder in accordance with applicable laws, regulations and standards of care, including but not limited to Medicare and Medicaid regulations and the prevailing standards of quality and care applicable to the Transportation Services. Contractor will cooperate with Facility in utilizing the appropriate level of transportation based on the patient's status, applicable medical necessity and payor requirements.

4.3 Response Times. Contractor shall respond to requests for non-emergency and emergency services in accordance with any applicable laws or regulations consistent with the response times described in Exhibit C hereto. In the event that a ground ambulance vehicle does not arrive at the Facility within the time-frame set forth in Exhibit, Division shall review these infractions on a monthly basis with management from Contractor. The Parties agree that the aggregate on-time performance for all levels of service combined by the Contractor shall be no less than 90% per month.

4.4 Advance Notice. Facilities shall use their best efforts to provide Contractor with twenty-four (24) hours advance notice of non-emergency transport requests.

4.5 Information Concerning Status of Patient. Prior to transport of a non-emergency transport, Facility shall provide Contractor with all necessary information about the patient to enable Contractor to properly bill the appropriate payor. Such information shall include the patient's insurance status and, if the patient is a Medicare beneficiary:

4.5.1 Whether or not the patient is in a "Medicare Part A" stay at the time Transportation Services are provided;

4.5.2 Whether the Transportation Services relate to the patient's plan of care, if applicable;

4.5.3 Whether the patient is an inpatient or outpatient at the point of origin and destination at the time of the transport.

5. **Vehicle Equipment.**

5.1 In General. Contractor shall ensure the ground ambulance vehicles and required equipment shall be maintained in good working order, condition and repair, mission ready, and in accordance with each manufacturer's specifications and the EMS industry standards, and shall perform routine and preventative maintenance. Contractor agrees to provide, upon request, access to and copies of its maintenance records for such equipment to Division or any Facility. In addition to the equipment that is customary for ground ambulance vehicles, Ambulance Provider shall ensure, at a minimum, that its ground advanced life support (ALS)

ambulance vehicles are equipped with the following equipment: a12-lead EKG, adult and pediatric ventilator with the ability to adjust tidal volume and rate, biphasic defibrillation, infusion pumps for specified medications, and end tidal carbon dioxide monitoring for intubated adult and pediatric patients. Contractor is expected to operate its vehicles and equipment to minimize discomfort to the patients in transport.

5.2 Personnel. Contractor shall provide the required and certified or licensed personnel necessary to maintain ongoing supervision over operations of equipment and personnel. Contractor will train all personnel in the proper use of equipment pursuant to the manufacturer's specifications or the most current clinical standards.

5.3 Refueling. Contractor will be responsible for the refueling of its vehicles or ambulances at no cost to Division or any Facility.

5.4 Smoking. Under no circumstances will smoking be allowed in any transport vehicle.

6. **Billing and Compensation.**

6.1 Billing to Patients or Third Parties. For all Transportation Services provided under this Agreement, other than those transports for which Facility is financially responsible, as set forth on Exhibit D, Contractor will bill the patient, the patient's financially responsible party, or any available insurance or third party payment source for Transportation Services provided under this Agreement. This includes transports that Contractor is authorized to bill under Medicare Part B and Medicaid and that are covered under the applicable coverage criteria of those programs. To the extent allowed by law, Contractor shall assume all risk for and shall indemnify, defend and hold harmless Division and each Facility for any and all claims, including but not limited to those concerning billing, when it provides transports for which Facility is not financially responsible, to patients being discharged from Facility to another facility or location, including but not limited to their local residence, another hospital (i.e., higher level of care), SNF, ALF, or other sub-acute long term care facility.

6.2 Billing to Facility. If Facility is financially responsible for a medical transport per the terms of Exhibit D, Contractor will bill such Facility directly for Transportation Services rendered to patients of such Facility. For these transports, each Facility agrees to pay Contractor according to the fee schedule set forth in Exhibit E.

6.3 Payment Conditions for Transportation Services Covered by Facility.

6.3.1 Payment in Full. Contractor shall not bill any patient, financially responsible party, insurer, or third party payor for any transports that are the responsibility of Facility (as provided in Exhibit D). When charges are properly billed for transports, Contractor shall accept the fee schedule amounts outlined in the Appendices to this Agreement as payment in full.

6.3.2 Fair Market Value of Charges. Contractor represents and warrants that the rates reflected in all Appendices are reflective of fair market value for the services rendered. In furtherance thereof, Facility shall conduct an analysis by May 1, 2023, to evaluate if the rates under this Agreement continue to be fair market value and to amend this Agreement, if necessary, to reduce such rates under this Agreement in accordance with such FMV analysis. Prompt Payment. Contractor agrees to invoice the appropriate Facility for transports for which such Facility is responsible within sixty (60) days following the date of service. Each Facility agrees to remit payment to Contractor for all transports for which it is responsible to pay pursuant to Exhibit D, and which are uncontested, within sixty (60) days of the date of Contractor's bill, provided that such bill is received timely. Each Facility agrees that payment to Contractor is not contingent upon any payments that Facility may collect from other sources.

6.3.3 Billing Disputes. Each Facility must make any invoice dispute in writing to Contractor within one hundred and eighty (180) days of the latter of receipt of such invoice or Facility's becoming aware of the facts underlying the dispute and must explain its grounds for the dispute with specificity. Facility's failure to dispute charges in writing within this period shall be a waiver of its right to further dispute the charges and shall be confirmation that the amounts are due and owing.

6.4 Provision of Information to Contractor.

6.4.1 Each Facility shall, prior to the time that Transportation Services are provided, furnish to Contractor the information necessary for Contractor to properly bill the Transportation Services provided. This includes, but is not limited to a face sheet and a properly completed physician certification statement ("PCS") when such documentation is required to support Contractor's claim for payment. PCS forms shall comply with the most current rules of the Centers for Medicare & Medicaid Services ("CMS").

6.4.2 In the event of a dispute regarding the classification of any particular trip as a Medicare Part A or Part B trip, each Facility agrees to provide Contractor, within ten (10) days of Contractor's request, any information within its possession or control, including but not limited to the patient's plan of care, to facilitate proper billing for the trip. Each Facility shall use its best efforts to obtain information not in its possession or control which may be material to Contractor's determination as to proper billing under this Agreement.

6.4.3 Each Facility further represents and warrants that it shall, within thirty (30) days of receiving any requests from CMS or its authorized contractor, make available any and all such records requested by CMS or its contractor for the purposes of determining whether any ambulance trips arising hereunder qualify for payment under Medicare Part B.

7. **Term.** Unless sooner terminated, this Agreement will expire at the end of business on October 14, 2023, or one year after the Effective Date, whichever is later. This Agreement may be renewed by the Parties upon their mutual written agreement.

8. **Termination.**

8.1 **Without Cause.** Notwithstanding any other provision, either Party may terminate this Agreement at any time with or without cause by giving the other Party sixty (60) days' written notice of termination, which notice shall specify the effective date of the termination.

8.2 **For Breach.** Each of the following shall be an "Event of Default" under this Agreement entitling the non-defaulting Party to terminate this Agreement in its entirety, or with respect to a particular Facility, as indicated:

8.2.1 With respect to a particular Facility in the event that such Facility fails to pay Contractor any undisputed amounts due hereunder for the Transportation Services or otherwise fails to satisfy a material obligation hereunder, and fails to cure such breach within thirty (30) days of receipt of written notice from Contractor.

8.2.2 In its entirety in the event that Contractor fails to provide the Transportation Services as set forth in this Agreement and fails to cure such breach within thirty (30) days of receipt of written notice from Facility.

8.2.3 Immediately, without additional prior notice, and in its entirety in the event that either Party fails to maintain its required licenses, permits or certifications or is excluded, debarred or otherwise deemed ineligible for participation in Medicare, Medicaid or any other Federal health care program, as defined in Section 26 below; provided, however, that if such failure is of a particular Facility, then Contractor may terminate this Agreement only with respect to such particular Facility.

8.2.4 Immediately, without additional prior notice, and in its entirety in the event that either Party fails to keep in force the insurance policies required to be maintained under this Agreement.

8.2.5 Immediately, without additional prior notice, and in its entirety in the event that either Party (i) admits in writing its inability to pay its debts generally as they become due, or (ii) files a petition to be adjudicated a voluntary bankrupt in bankruptcy or a similar petition under any insolvency act, or (iii) makes an assignment for the benefit of its creditors, or (iv) consents to the appointment of a receiver of itself or of the whole or any substantial part of its property.

8.2.6 Immediately, without additional prior notice, and in its entirety if any of the representations of either Party as set forth in this Agreement are false or misleading in any material respect.

8.3 **Effect of Termination.** Upon any termination of this Agreement, neither Party shall have any further rights against, or obligation to, the other Party, except with respect to any rights or obligations accruing prior to the date and time of termination and any obligations, promises, or agreements which expressly extend beyond the termination, as herein set forth.

9. **Insurance and Indemnification.**

9.1 Policies/Limits Required. Contractor shall procure and maintain at its sole expense, the following types of insurance at limits of not less than as shown below against all claims for damage or loss of property, and for bodily injury, including death, resulting from Contractor's or its employees negligence, as provided by law.

9.1.1 Commercial general liability insurance for bodily injury, death and property damage (including coverages for product liability, completed operations, contractual liability and personal injury liability) in the minimum amount of one million dollars ($1,000,000) per occurrence with an annual aggregate of two million dollars ($2,000,000);

9.1.2 Professional Medical Liability insurance (including Privacy Liability) in the minimum amount of one million dollars ($1,000,000) per occurrence with an annual aggregate of two million dollars ($2,000,000);

9.1.3 Automobile Liability insurance (including non-owned, owned, hired and leased autos) with limits of five hundred thousand dollars ($500,000) per accident;

9.1.4 Workers' Compensation with statutory limits as applicable; and

9.1.5 Employer's Liability insurance with limits of one million dollars ($1,000,000) each accident, one million dollars ($1,000,000) disease each employee, subject to a one million dollars ($1,000,000) disease policy limit.

9.2 Certification of Insurance Upon Request. Each Party shall upon request of the other Party require all insurance companies issuing policies hereunder to certify to the other Party that such policies have been issued and are in force and will remain not materially changed, canceled or annulled except upon thirty (30) days prior written notice to the other Party.

9.3 Mutual Hold Harmless and Indemnification. To the extent allowed by law, Contractor and Division each shall hold harmless, indemnify and defend the other Party and the other Party's shareholders, directors, officers, agents, members and employees (and, with respect to Division, each Facility) against any and all claims, causes of action, injuries and damages including, but not limited to, personal injury and property damage, to the extent caused by any act or omission on the part of the indemnifying party or the indemnifying party's agents, contractors or employees and arising out of or due to the performance, failure to perform or breach of this Agreement. This provision shall include all costs and disbursements, including, without limitation, court costs and reasonable attorneys' fees.

10. **Notices.** Notices required or permitted to be given under this Agreement shall be made to the Parties at the following addresses and shall be presumed to have been received by the other Party (i) three days after mailing by the Party when notices are sent by First Class mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service) as follows:

City of Pharr

Attn: Daniel Ramirez, EMT-P
3000 N. Cage Blvd
Pharr, TX 78577

Gulf Coast Division, Inc.

Attn: Division President
3737 Buffalo Speedway
Houston, Texas 77098

11. **Entire Agreement.** This Agreement, including any Appendices hereto, constitutes the sole and only agreement of the Parties regarding its subject matter and supersedes any prior understandings or written or oral agreements between the Parties respecting this subject matter. Neither Party has received or relied upon any written or oral representations to induce it to enter into this Agreement except that each Party has relied only on any written representations contained herein.

12. **Amendments.** No agreement or understandings varying or extending this Agreement shall be binding upon the Parties unless it is memorialized in a written amendment signed by an authorized officer or representative of both Parties.

13. **Assignment.** This Agreement may be assigned by a Party upon the written approval of the other Party, which shall not be unreasonably withheld. Written approval is not required in the event a Party is sold or acquired by a successor entity or in the event of a change of ownership, although notice of such a transaction shall be given to the other Party within thirty (30) days after the effective date of such transaction. This Agreement shall be binding upon all successors and assigns.

14. **Construction and Compliance.**

14.1 Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held by any court or by the OIG to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

14.2 Compliance. The Parties intend to comply fully with all applicable state and federal laws and regulations, including but not limited to the Balanced Budget Act of 1997, the Social Security Act, the federal Anti-Kickback Statute, the federal False Claims Act, and all applicable state and federal fraud and abuse laws and rules. Insofar as any terms or conditions of this Agreement are determined by any court or by the OIG to be contrary to any such statutes or regulations, the Parties will promptly and in good faith confer and resolve any issues so as to make the performance of this Agreement consistent with all applicable statutes and regulations.

14.3 Notification of Actual or Potential Violation of Law. If either Party becomes aware of any actual or potential violations by the other Party, whether intentional or inadvertent, of any applicable state or federal statutes or regulations, it shall promptly notify the other Party.

14.4 Protection of Patient Information. Contractor acknowledges that many providers are "covered entities" as that term is defined at 45 C.F.R. §160.103. Contractor agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), the Administrative Simplification Provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C.A. §1320d et seq. ("HIPAA") and any current and future regulations promulgated under the HITECH Act or HIPAA, including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162 (the "Federal Electronic Transaction Regulations"), all as amended from time to time and collectively referred to herein as the "HIPAA Requirements". Contractor agrees not to use or further disclose any "Protected Health Information," including "Electronic Protected Health Information," (as such terms are defined in the HIPAA Requirements) other than as permitted by the HIPAA Requirements and the terms of this Agreement. Contractor will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the HIPAA Requirements.

15. **Complaints.** The Parties shall work cooperative to resolve all complaints or unusual incidents involving personnel, equipment or service of Contractor.

16. **Force Majeure.** The Parties shall be excused for the period of any delay in or impossibility of the performance of any obligations hereunder, when prevented from doing so by any cause or causes beyond a Party's control, which shall include, without limitation: all labor disputes, civil commotion, war, nuclear disturbances, hostilities, sabotage, terroristic acts, governmental regulations or controls, fire, accident or other casualty, interruption in the supply of any utilities or fuel, inability to obtain any material or services, or through acts of God.

17. **Independent Contractor Relationship.** The relationship of the Parties is that of independent contractors. Neither Party shall be deemed to be the agent nor partner nor fiduciary of the other, and neither is authorized to take any action binding upon the other.

18. **Governing Law.** This Agreement is made and shall be construed in accordance with, and governed by, the laws of the State of Texas, without consideration of conflict of laws principles. Any claim or dispute arising out of this Agreement shall lie exclusively in the State and District Courts of Hidalgo County, Texas.

19. **Confidentiality.** Other than to its respective legal, financial, accounting and/or business advisors, and other than as may be required by applicable law, each Party agrees not to advertise, disclose or otherwise discuss the terms of this Agreement, its business relationship with the other Party and/or its affiliates, or any trade secrets or confidential and proprietary information it has received in the negotiation and execution of this Agreement, as designated by the other Party, to any other person, organization or entity during the term of this Agreement or for a period of five (5) years thereafter. This provision shall survive termination of this Agreement.

20. **Access to Books and Records.** Contractor shall, for a period of four (4) years after this Agreement terminates, make available, upon the written request of the Secretary of the U.S. Department of Health and Human Services or the U.S. Comptroller General, or their representatives, this Agreement, and such books, documents and records as may be necessary to verify the nature and extent of the costs of the services rendered hereunder. Furthermore, the Parties agree that if any of the work provided for under this Agreement, with a value of Ten Thousand Dollars ($10,000) or more in any twelve (12) month period, shall be performed by a subcontractor, they shall require the subcontractor to sign a similar agreement to make its books and records available for such a four (4) year period of time.

21. **Waiver and Consent.** The failure of either Party at any time to require performance by the other Party of any provision hereof shall not affect in any way the rights to require such performance of any other provision hereof, nor shall the waiver by either Party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. If the consent of either Party is necessary pursuant to the terms of this Agreement, such consent shall not be unreasonably withheld.

22. **Regulatory Changes.** The Parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The Parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the Parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the Parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either Party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the Parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either Party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.

23. **Non-Discrimination.** All services provided under this Agreement shall be provided without regard to the race, color, creed, sex, age, disability status, payor source or national origin of the patient requiring such services. Contractor agrees to comply with all applicable laws prohibiting discrimination in the provision of services hereunder.

24. **Authorization of Agreement.** Each Party represents and warrants, each to the other with respect to itself, that the execution and delivery of this Agreement has been duly authorized and the individual executing this Agreement on behalf of each Party respectively has full power and authority to do so.

25. **No Referrals.** Nothing in this Agreement shall be construed to require either Party or their respective representatives to make or admit referrals to or from the other Party or

otherwise generate business between the Parties. Notwithstanding the unanticipated effect of any of the provisions herein, the Parties intend to comply with 42 USC § 1320a-7b(b) (commonly known as the Anti-Kickback Statute), 42 USC § 1395nn (commonly known as the Stark law), and all other Federal and state laws and regulations governing fraud and abuse or self-referrals under the Medicare or Medicaid programs, as such provisions may be amended from time to time.

26. **No Exclusions.** Each Party represents to the other that, as of the Effective Date and during the term of this Agreement, it (i) is not excluded, debarred, or otherwise ineligible to participate in Federal health care programs as defined in 42 U.S.C. § 1320a-7b(f) (the "Federal health care programs"); (ii) is not convicted of a criminal offense related to the provision of health care items or services; and, (iii) is not under investigation or otherwise aware of any circumstances that may result in it being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the Term. Either Party shall immediately notify the other of any change in the status of the representation and warranty set forth herein. Any breach of this representation and warranty shall give the other Party the right to terminate the Agreement immediately for cause.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year set forth below.

City of Pharr	**Gulf Coast Division, Inc.**
By:	By:
Signature	Signature
Anali Alanis Print Name	Troy Villarreal Print Name
Interim City Manager Title	Division President Title
11/14/2022 Date	10/25/22 Date

EXHIBIT A
HOSPITALS AFFILIATED WITH GULF COAST DIVISION, INC.

Ambulance Provider shall provide Services to any and all Gulf Coast Division Hospitals (including any and all provider based emergency department or urgent care locations) within its capabilities as requested by the Gulf Coast Division. The Parties recognize that Ambulance Provider may not provide its Services to all of the Hospitals listed below. However, in the event of a hurricane or other natural disaster, within Ambulance Provider's capabilities and with Ambulance Provider's consent, Ambulance Provider will provide the Services, including patient evacuation and return after evacuation to the affected Hospitals listed below as well as any other Gulf Coast Division facilities in operation during the term of this Agreement.

1. Corpus Christi Medical Center, including its Doctor's Regional, Bay Area, Heart Hospital, and Bayview Behavioral campuses
   3315 S. Alameda Street
   Corpus Christi, Texas 78411

2. HCA Houston Healthcare Clear Lake
   500 Medical Center Boulevard
   Webster, Texas 77598

3. HCA Houston Healthcare Conroe
   504 Medical Center Boulevard
   Conroe, Texas 77304

4. HCA Houston Healthcare Kingwood
   22999 Highway 59 North
   Kingwood, Texas 77339

5. HCA Houston Healthcare Mainland
   6801 Emmett F. Lowry Expressway
   Texas City, Texas 77591

6. HCA Houston Healthcare Medical Center
   1313 Hermann Dr
   Houston, Texas 77004

7. HCA Houston Healthcare Northwest
   710 Cypress Creek Parkway
   Houston, Texas 77090

8. HCA Houston Healthcare Pearland
   11100 Shadow Creek Parkway
   Pearland, Texas 77584

9. HCA Houston Healthcare Southeast
   4000 Spencer Highway
   Pasadena, Texas 77504

10. HCA Houston Healthcare Tomball
    605 Holderrieth Blvd
    Tomball, Texas 77375

11. HCA Houston Healthcare West
    12141 Richmond Avenue
    Houston, Texas 77082

12. HCA Houston Healthcare North Cypress
    21214 Northwest Fwy
    Cypress, TX 77429

13. Rio Grande Regional Hospital
    101 East Ridge Road
    McAllen, Texas 78503

14. Texas Orthopedic Hospital
    7401 South Main Street
    Houston, Texas 77030

15. The Woman's Hospital of Texas
    7600 Fannin Street
    Houston, Texas 77054

16. Valley Regional Medical Center
    100-A Alton Gloor Boulevard
    Brownsville, Texas 78526

EXHIBIT B
SERVICE SPECIFICATIONS

Each Facility shall, prior to the time that Transportation Services are provided, furnish to Contractor the information necessary for Contractor to properly bill the Transportation Services provided. This includes, but is not limited to a face sheet and a properly completed physician certification statement ("PCS") when such documentation is required to support Contractor's claim for payment. PCS forms shall be on Facility's template and shall comply with the most current rules of the Centers for Medicare & Medicaid Services ("CMS").

EXHIBIT C
RESPONSE TIME SCHEDULE

Response Time Schedule:

Any Emergency Transport	15 Minute Response
Any Other Emergency Department Transport	30 Minute Response
All Other Transports	60 Minute Response

EXHIBIT D
HOSPITAL FINANCIAL RESPONSIBILITY

Contractor shall only invoice a Facility, and such Facility shall only be responsible for compensating Contractor for the Transportation Services rendered under this Agreement at the rates set forth in Exhibit E, as outlined below:

1. Facility shall be directly responsible for the payment of round trip transportation of Facility inpatients in order to provide an inpatient with necessary therapeutic or diagnostic services at a location outside of the Facility, where such transport is covered by Medicare DRG or PPS or similar payment to Facility, and for which Facility is responsible under law and regulation; or

2. When the transport is between locations operating under the same CMS Certification Number (CCN); or

3. When consistent with legal, regulatory and Facility policies and authorized in advance in writing by Facility.

Contractor represents and warrants to Division and each Facility that it shall properly bill claims. Without limitation, any claims submitted by Contractor for services rendered under this Agreement shall meet applicable medical necessity requirements.

EXHIBIT E
FEE SCHEDULE

Base Rate Charges:

Basic Life Support – Emergency:	Medicare Allowable
Basic Life Support – Non-Emergency:	Medicare Allowable
Advanced Life Support 1 – Emergency:	Medicare Allowable
Advanced Life Support 1 – Non-Emergency:	Medicare Allowable
Advanced Life Support 2:	Medicare Allowable
Specialty Care Transport:	Medicare Allowable
Non-Medical Stretcher Van:	$ N/A
Wheelchair Van:	$ 70.00 base rate, includes 1st 10 miles
ALS Level I Standby Services	$ 100.00 per hour

Mileage Charges**

Ambulance Service	Medicare Allowable
Wheelchair / Non-Medical Stretcher Van	$2.50 per mile after 1st 10 miles

**All mileage shall be billed and paid on the basis of "loaded miles," that is, those miles for which the patient is on board the vehicle.

Note: Rate schedule may be modified pursuant to Medicare Regulations.

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.D.
DATE SUBMITTED: November 14, 2022
MEETING DATE: November 21, 2022

FROM: Daniel Ramirez, Director

DEPARTMENT: Emergency Medical Services

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action,if any, authorizing City Manager to sign an agreement terminating the contract with Quick Med Claims.**This item supports EV - Economic Vitality.**

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

Issue: This agreement will terminate the contract with Quick Med Claims. (Project# 2021-62-525-S041-001)

Fiscal Consideration: This payment is for services already completed for the months of May and September 2022.

Staff Recommendation: Staff recommends approval.

Alternatives: no alternatives

Exclude Material from Public Packet? No
Reason: no excluded.

ROUTING:

Daniel Ramirez	Created/Initiated - 11/14/2022
Daniel Ramirez	Approved - 11/14/2022
Karla Saavedra	Approved - 11/16/2022
Patricia Rigney	Approved - 11/17/2022
City Management Office	Final Approval - 11/18/2022

AGREEMENT

This Agreement (this "Agreement") is made as of the 11th day of November, 2022 ("Effective Date"), by and among The City of Pharr, TX ("Pharr"), Quick Med Claims, LLC ("QMC")

Pharr and QMC entered a Billing and Reimbursement Services Agreement ("Contract") dated June 1, 2021. In September 2022, Phar attempted to terminate the Contract as of October 2, 2022. On October 4, 2022, QMC attempted to terminate the Contract as of November 3, 2022. This Agreement sets forth the parties' resolution the Parties claims with respect to the Contract, including, but not limited to, termination of any further Contract obligations under the Contract.

Pharr will pay to QMC the total sum of **$52,398.66** ("Settlement Amount") to be paid on or within seven (7) days of the Effective Date of this Agreement. The Settlement Amount represents the total fees remaining for QMC work performed under the Contract. Within seven (7) days of the Effective Date of this Agreement, QMC will provide to Pharr final reports and any other information reasonably requested by Pharr related to billing its accounts. QMC has no further performance obligation after October 31, 2022 under the Contract and Pharr owes no additional payment under the Contract, other than the Settlement Amount. Upon Pharr's full payment of the Settlement Amount and QMC's delivery of the final set of reports, Pharr and QMC release each other from any and all obligations, other claims, or damages.

Each party represents that this Agreement is properly authorized. Each party represents that the terms of this Agreement are contractual, and are the result of negotiation between the parties. Each party represents that this Agreement has been carefully read by that party, that the contents are understood by that party, and that this Agreement is signed freely by each party, after the opportunity for consultation from legal counsel of each party's own choosing. Each party represents that said party has not assigned, transferred, or conveyed in any manner any claims or rights released by this Agreement. All negotiations relating to this Agreement are merged herein. There are no promises, warranties, or representations among the parties as to such matters other than as stated and any change must be in writing.

The parties execute this Agreement as of the Effective Date.

THE CITY OF PHARR, TX	QUICK MED CLAIMS, LLC
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.E.
DATE SUBMITTED: November 15, 2022
MEETING DATE: November 21, 2022

FROM: Maritza Magallan, Contract Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Ed Wylie

Agenda Item: Consideration and action, if any, authorizing City Manager to extend the Service contract with Pro-Tech Exterminating Services from McAllen, TX for City Wide Pest Control Services. **This item supports IF - Infrastructure**.

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

Issue: Contract extension for City Wide pest control services with Pro-Tech Exterminating Services for an additional year, along with removing one location and adding 3 additional locations. (Year 3 of 3) (Project# 1920-01-513-IPQ105-109)

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval to extend the Service Contract for Pest control services for one (1) additional year.

Alternatives: N/A

Exclude Material from Public Packet? No
Reason: N/A

ROUTING:

Maritza Magallan	Created/Initiated - 11/15/2022
Ed Wylie	Approved - 11/18/2022
Patricia Rigney	Approved - 11/18/2022
Karla Saavedra	Approved - 11/18/2022
City Management Office	Final Approval - 11/18/2022

Pharr Purchasing

SUBTERRANEAN TERMITE

Refence Number	Description	Type	UOM	QTY		
910-59-02001	SUBTERRANEAN TERMITE SERVICES (SEMI-ANNUAL) INTERNATIONAL BRIDGE (LIQUIR/TEXAS ALCOHOLIC BEVERAGE COMMISSION BUILDING) - 9900 S. CAGE BLVD., PHARR, TX 78577 - SQ FT. 15,000 - TABC OFFICE / CITY	BASE	SEMI-ANNUAL	2		

PEST CONTROL SERVICES ALL LOCATIONS

Refence Number	Description	Type	UOM	QTY	MO.	YEARLY
910-59-01001	2. PEST CONTROL SERVICES (QUARTERLY) AQUATIC CENTER - 1000 S. FIR ST, PHARR, TX 78577 - SQ. FT. 2,700	Base	QUARTERLY	4		
910-59-01002	3. PEST CONTROL SERVICE (QUARTERLY) BLUEBONNET HEADQUARTERS - 1000 BLUEBONNET, PHARR, TX 78577 - SQ. FT. 4,300	Base	QUARTERLY	4		
910-59-01003	4. PEST CONTROL SERVICES (QUARTERLY) BOYS & GIRLS CLUB - 1026 S. FIR ST., PHARR, TX 78577 - SQ. FT. 22,000	Base	QUARTERLY	4		
910-59-01004	5. PEST CONTROL SERVICES (QUARTERLY) BOYS & GIRLS CLUB LAS MILPAS - 302 E. LAS MILPAS, PHARR, TX 78577 - SQ. FT. 10,400	Base	QUARTERLY	4		
910-59-01005	6. PEST CONTROL SERVICE (QUARTERLY) CITY HALL - 118 S. CAGE BLVD., PHARR, TX 78577 - SQ. FT 45,000	Base	QUARTERLY	4		
910-59-01006	7. PEST CONTROL SERVICE (QUARTERLY) DEVELOPMENT AND RESEARCH CENTER - 850 W. DICKER RD., PHARR, TX 78577 - SQ. FT. 27,000	Base	QUARTERLY	4		
910-59-01007	8. PEST CONTROL SERVICES (QUARTERLY) ECONOMIC DEVELOPMENT CENTER - 1215 S. CAGE BLVD., PHARR, TX 78577 - SQ. FT. 5,000	Base	QUARTERLY	4		
910-59-01008	9. PEST CONTROL SERVICES (QUARTERLY) EMS Headquarters - 3000 N. CAGE BLVD., PHARR, TX 78577 - SQ. FT. 30,000	Base	QUARTERLY	4		
910-59-01009	10. PEST CONTROL SERVICES (QUARTERLY) FIRE DEPARTMENT STATION #1 - 1901 N. FIR ST., PHARR, TX 78577 - SQ. FT. 3,600	Base	QUARTERLY	4		
910-59-01010	11. PEST CONTROL SERVICES (QUARTERLY) FIRE DEPARTMENT STATION #2 - 120 W. CHEROKEE, PHARR, TX 78577 - SQ. FT. 10,000	Base	QUARTERLY	4		
910-59-01011	12. PEST CONTROL SERVICES (QUARTERLY) FIRE DEPARTMENT STATION #3 - 7107 S. CAGE BLVD., PHARR, TX 78577 - SQ. FT. 6,200	Base	QUARTERLY	4		
910-59-01012	13. PEST CONTROL SERVICES (QUARTERLY) FIRE DEPARTMENT STATION #4 - 10801 S. INTERNATIONAL, PHARR, TX 78577 - SQ. FT. 12,000	Base	QUARTERLY	4		

910-59-01013	14. PEST CONTROL SERVICES (QUARTERLY) Media Department - 308 WEST PARK, PHARR, TX 78577 - SQ. FT. 4,500	Base	QUARTERLY	4		
910-59-01014	15. PEST CONTROL SERVICES (QUARTERLY) INTERNATIONAL BRIDGE - 9900 S. CAGE BLVD., PHARR, TX 78577 - SQ. FT. 8,500 - MAIN ADMINISTRATION OFFICE	Base	QUARTERLY	4		
910-59-01015	16. PEST CONTROL SERVICES (QUARTERLY) JOSE "PEPE" SALINAS RECREATION CENTER - 1011 W. KELLY AVE., PHARR, TX 78577 - SQ. FT. 23,000	Base	QUARTERLY	4		
910-59-01016	17. PEST CONTROL SERVICES (QUARTERLY) MEMORIAL LIBRARY - 121 E. CHEROKEE AVE., PHARR, TX 78577 - SQ. FT. 19,000	Base	QUARTERLY	4		
910-59-01017	18. PEST CONTROL SERVICES (QUARTERLY) FORMER PARKS & RECREATION - 415 E. CLARK AVE., PHARR, TX 78577 - SQ. FT. 15,000	Base	QUARTERLY	4		
910-59-01018	19. PEST CONTROL SERVICES (QUARTERLY) PARKS & RECREATION MAINTENANCE BUILDING - 1100 E. EGLY, PHARR, TX 78577 - SQ. FT. 1,600	Base	QUARTERLY	4		
910-59-01019	20. PEST CONTROL SERVICES (QUARTERLY) POLICE DEPARTMENT/COURT - 1900 S. CAGE BLVD., PHARR, TX 78577 - SQ. FT. 37,000	Base	QUARTERLY	4		
910-59-01020	21. PEST CONTROL SERVICES (QUARTERLY) POLICE SUB-STATION (BRIDGE) 9900 S. CAGE BLVD., PHARR, TX 78577 - SQ. FT. 1,200 - MOBILE HOME PD	Base	QUARTERLY	4		
910-59-01021	22. PEST CONTROL SERVICES (QUARTERLY) POLICE SUB-STATION (LAS MILPAS) - 7107 S. CAGE BLVD., PHARR, TX 78577 - SQ. FT 1,170	Base	QUARTERLY	4		
910-59-01022	23. PEST CONTROL SERVICES (QUARTERLY) PUBLIC SAFETY COMMUNICATIONS/IT - 100 E. FERGUSON, PHARR, TX 78577 - SQ. FT. 15,000	Base	QUARTERLY	4		
910-59-01023	24. PEST CONTROL SERVICES (QUARTERLY) PUBLIC UTILITIES BUILDING - 801 E. SAM HOUSTON, PHARR, TX 78577 - SQ. FT. 12,600	Base	QUARTERLY	4		
910-59-01024	25. PEST CONTROL SERVICES (QUARTERLY) PUBLIC UTILTIES SERVICE BUILDING - 801 E. SAM HOUSTON, PHARR, TX 78577 - SQ. FT. 6,700	Base	QUARTERLY	4		
910-59-01025	26. PEST CONTROL SERVICES (QUARTERLY) PUBLIC WORKS BUILDING - 1015 E. FERGUSON, PHARR, TX 78577 - SQ. FT. 4,500	Base	QUARTERLY	4		
910-59-01026	27. PEST CONTROL SERVICES (QUARTERLY) PUBLIC WORKS - ANIMAL CONTROL - 1015 E FERGUSON, PHARR, TX 78577 - SQ. FT. 800	Base	QUARTERLY	4		
910-59-01027	28. PEST CONTROL SERVICES (QUARTERLY) RECYCLE CENTER - 1015 E. FERGUSON, PHARR, TX 78577 - SQ. FT. 400	Base	QUARTERLY	4		
910-59-01028	29. PEST CONTROL SERVICES (QUARTERLY) TIERRA DEL SOL GOLF COURSE - 700 E. HALL ACRES, PHARR, TX 78577 - SQ. FT. 9,800	Base	QUARTERLY	4		
910-59-01029	30. PEST CONTROL SERVICES (QUARTERLY) TIERRA DEL SOL SOUTH MAINTENANCE BUILDING - 700 E. HALL ACRES, PHARR, TX 78577 - SQ. FT. 7,500	Base	QUARTERLY	4		
910-59-01030	31. PEST CONTROL SERVICES (QUARTERLY) WASTE WATER TREATMENT PLANT - 2400 S. VETERANS BLVD., PHARR, TX 78577 - SQ. FT. 2,400	Base	QUARTERLY	4		
910-59-01031	32. PEST CONTROL SERVICES (QUARTERLY) WATER TREATMENT PLANT - 1000 S. BLUEBONNET, PHARR, TX 78577 - SQ. FT. 2,800	Base	QUARTERLY	4		
910-59-01032	33. PEST CONTROL SERVICES (QUARTERLY) EMS SUBSTATION - 205 W. NEWCOMBE, PHARR, TX 78577 - SQ. FT. 3,150	Base	QUARTERLY	4		

910-59-01033	34. PEST CONTROL SERVICES (QUARTERLY) HCRMA - 201 & 203 W. NEWCOMBE, PHARR, TX 78577 - SQ. FT. 5,750	Base	QUARTERLY	4		
910-59-01034	35. PEST CONTROL SERVICES (QUARTERLY) CENSUS HEADQUARTERS - 114 W. CHEROKEE, PHARR, TX 78577 - SQ. FT. 2,700	Base	QUARTERLY	4		
910-59-01035	36. PEST CONTROL SERVICES (QUARTERLY) DUTY FREE STORE (UETA) - 9900 S. CAGE BLVD. STE. A - SQ. FT. 2,800 - BRIDGE CITY OFFICE	Base	QUARTERLY	4		
	37. PEST CONTROL SERVICES (QUARTERLY) PHARR NORTH SPORTS PLEX - 5704 N. GUMWOOD ST - SQ. FT 31,695		QUARTERLY			
	38. PEST CONTROL SERVICES (QRTLY) PHARR NORTHSIDE COMMUNITY CENTER - 1121 E. NOLANA LOOP - 14,292		QUARTERLY			
	39. ADVANCE BUILDING - 217 W. PARK AVE - SQ. FT 3,441		QUARTERLY			
REMOVE	40. PEST CONTROL SERVICES (QUARTERLY) PHARR INTERNATIONAL SERVICES - 9900 S. CAGE BLVD. STE. C - SQ. FT.1,400					
				TOTAL BASE ITEMS	**$0.00**	**$0.00**

FINAL EXTENSION OF AGREEMENT
SERVICE CONTRACT FOR CITY WIDE PEST CONTROL SERVICES
PROJECT# 1920-01-513-IPQ105-109

THIS FINAL EXTENSION OF AGREEMENT FOR CITY PEST CONTROL SERVICES made and entered into the _____ day of _____, 20__ by and between the **City of Pharr** hereinafter referred to as "CITY" and having its principal place of business at 118 S. Cage, P.O. Box 1729, Pharr TX 78577 AND **Pro-Tech Exterminating Services** hereinafter referred to as "CONTRACTOR" and having its principal place of business at **P.O. Box 4254 McAllen, TX 78502.**

WITNESSETH:

WHEREAS, CITY and CONTRACTOR entered into an Agreement for **City Pest Control Services** dated, **November 17, 2020,** by which CONTRACTOR serves as the primary vendor to provide **City Pest Control Services** to the CITY on an as-needed basis pursuant to Request for Proposals numbered; **Project# 1920-01-513-IPQ105-109** and

WHEREAS, the current term expires on **November 17, 2022**; and

WHEREAS, the City reserved the right to extend said contract for two (2) additional years, in one (1) year increments if the Contractor's performance is satisfactory; and

WHEREAS, the City has extended the term once before and hereby desires to extend the Contract for one (1) additional year.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

> Term of the Agreement is hereby modified so as to extend the term for one (1) additional year **from November 17, 2022, thru November 17, 2023, at the same pricing.** This will be the final extension available on this agreement.

IN WITNESS WHEREOF this extension of Agreement for the **City Pest Control Services** has been signed and sealed, in duplicate, by the respective parties hereto.

DATED this _____ day of _____, 20__ by the **CITY** of Pharr.

CITY OF PHARR

By: _____
Anali Alanis, Interim City Manager

Approved As to Form:

By: _____
Patricia Rigney, City Attorney

DATED this _ day of _____, 20___ by **Pro-Tech Exterminating Services**

Pro-Tech Exterminating Services

By: _____

_____
Title

_____
Witness

_____
Print Name

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.F.
DATE SUBMITTED: November 18, 2022
MEETING DATE: November 21, 2022

FROM: Pilar Rodriguez, Fire Chief

DEPARTMENT: Fire

DIRECTOR: Pilar Rodriguez

Agenda Item: Consideration and action, if any, on agreement with Pyro Shows of Texas for the Christmas Tree Lighting Ceremony fireworks display on November 28, 2022 in amount of $2,500.00. **This item supports QL - Quality of Life.**

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

Issue: As part of the Christmas Tree Lighting Ceremony on November 28, 2022, staff is proposing fireworks during the lighting ceremony. Pyro Shows of Texas will provide a low level display for the event for a fee of $2,500.00.

Fiscal Consideration: Funds are available for this display.

Staff Recommendation: Based on review by this office, staff recommends approval of the agreement with Pyro Shows of Texas in the amount of $2,500.00.

Alternatives: Cancel fireworks display

Exclude Material from Public Packet? No
Reason: N/A

ROUTING:

Pilar Rodriguez	Created/Initiated - 11/18/2022
Karla Saavedra	Approved - 11/18/2022
Patricia Rigney	Approved - 11/18/2022
City Management Office	Final Approval - 11/18/2022

PYRO SHOWS OF TEXAS, INC.
Contract Agreement

This Agreement made on **Nov 11, 2022** by and between **PYRO SHOWS OF TEXAS INC., a Texas Corporation, whose address is 6601 Nine Mile Azle Road, Fort Worth, Texas 76135,** and hereinafter referred to as **"PYRO SHOWS"** and **Pharr, City of** with its principal place of business located at **118 S Cage Blvd Pharr, TX 78577** hereinafter referred to as "Customer".

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

I. **FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the project/sales order # **22-TX-1128-P-2500-000199** dated **Nov 11, 2022.** The Show will be given on **November 28, 2022.** Rain date/postponement date: **No Rain Date Selected 0, 0**

II. **TARIFF PROVISION:** Because our pyrotechnics are products which are primarily imported into the U.S., PYRO SHOWS is legally responsible for payment of any applicable tariffs (a border tax imposed on the buyer) for pyrotechnics. From the date of execution of the contract herein, in the event of additional cost due to increased price of product as imposed by manufacturer and/or tariffs levied for imported products. Available op ons are as follows: Customer may opt to increase their budget to absorb tariff - OR - Customer may maintain the current budget of their show with a corresponding reduction in the amount of product included in their show. Should Customer elect to defer, modify, or cancel Show, Customer shall notify Pyro Shows no less than ninety (90) days prior to Show date to cancel or reduce the size of show**.**

III. **CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other that the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fi y (50%) of the total contract price for the show as liquidated damages for cancellation due to the fault of the Customer.

IV. **SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.

V. **SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.

VI. **INDEMNIFICATION AND HOLD HARMLESS:** To the extent allowed by law, customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.

VII. **AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.

VIII. **COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply

for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. To the extent allowed by law, customer agrees to indemnify and hold harmless PYRO SHOWS from against all claims, suits, and causes of ac on, demands, penal es, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.

IX. **PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Texas, and any suit involving this contract shall be brought in the Courts of Hidalgo County in the State of Texas, and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against PYRO SHOWS in and other ac ons, in any other jurisdiction. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.

X. **LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Sec on XIV, unless this provision is prohibited by law.

XI. **ADVERTISEMENT AND PROMOTIONS:** Customer agrees that when promoting fireworks performed by PYRO SHOWS, Customer will name PYRO SHOWS as the fireworks provider in promotional advertising media. Customer agrees to allow PYRO SHOWS to use Customer's name as Customer.

XII. **COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days a er the date of the Show. In the event that Customer fails to register any complaint in the me and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any ma er arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the me and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.

XIII. **INSURANCE:** Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of $10,000,000.00, combined single limit, covering its ac vi es and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.

XIV. **PAYMENT TERMS: Pharr, City of** shall pay PYRO SHOWS **$ 2,500.00** plus applicable taxes in the amount of **$ 0.00** for a grand total of **$ 2,500.00** according to the terms and conditions set forth for presenting the Show. Customer shall submit a **50%** deposit **($ 1,250.00)** upon return of signed contract by **November 21, 2022.** Balance will be due in the PYRO SHOWS office upon Customer's receipt of invoice.

TAXES: Customer shall be responsible for all applicable sales taxes.

IMPORTANT: Checks must be made payable to **PYRO SHOWS OF TEXAS, INC.** and mailed to P.O. Box 1776, LaFollette, TN 37766

PYRO SHOWS OF TEXAS, INC.
Contract Agreement

All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS OF TEXAS, INC.

BY:_____ **DATE:**_____
Chad Stanley, General Manager

CUSTOMER

BY:_____ _____ _____ **DATE:**_____
Signature **Printed Name** **Title**

WARRANTY EXCLUSIONS

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.G.
DATE SUBMITTED: November 16, 2022
MEETING DATE: November 21, 2022

FROM: Pilar Rodriguez, Fire Chief

DEPARTMENT: Fire

DIRECTOR: Pilar Rodriguez

Agenda Item: Consideration and action, if any, on agreement with Pyro Shows of Texas for the New Year's Eve Drop fireworks display on December 31, 2022 in the amount of $10,500.00 . **This item supports QL - Quality of Life.**

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

Issue: As part of the New Year's Eve Ball Drop on December 31, 2022, staff is proposing a 5 minute fireworks display at midnight to mark the New Year. Pyro Shows of Texas is proposing to provide the display for a fee of $10,500.00.

The display will be launched from the roof top of City Hall to provide the citizens attending the venue a clear view of the fireworks.

Fiscal Consideration: This item was budgeted as part of Fiscal Year 2022-2023.

Staff Recommendation: Based on review by this office, staff recommends approval of the agreement with Pyro Shows of Texas in the amount of $10,500.00.

Alternatives: Cancel the fireworks display.

Exclude Material from Public Packet? No
Reason: N/A

ROUTING:

Pilar Rodriguez	Created/Initiated - 11/16/2022
Maritza Magallan	Approved - 11/16/2022
Karla Saavedra	Approved - 11/16/2022
Patricia Rigney	Approved - 11/17/2022
Ed Wylie	Approved - 11/18/2022
City Management Office	Final Approval - 11/18/2022

PYRO SHOWS OF TEXAS, INC.
Contract Agreement

This Agreement made on **Nov 14, 2022** by and between **PYRO SHOWS OF TEXAS INC., a Texas Corporation, whose address is 6601 Nine Mile Azle Road, Fort Worth, Texas 76135,** and hereinafter referred to as **"PYRO SHOWS"** and **Pharr, City of** with its principal place of business located at **118 S Cage Blvd Pharr, TX 78577** hereinafter referred to as "Customer".

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

I. **FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the project/sales order # **22-TX-1231-P-10500-000200** dated **Nov 14, 2022.** The Show will be given on **December 31, 2022.** Rain date/postponement date: **No Rain Date Selected 0, 0**

II. **TARIFF PROVISION:** Because our pyrotechnics are products which are primarily imported into the U.S., PYRO SHOWS is legally responsible for payment of any applicable tariffs (a border tax imposed on the buyer) for pyrotechnics. From the date of execution of the contract herein, in the event of additional cost due to increased price of product as imposed by manufacturer and/or tariffs levied for imported products. Available op ons are as follows: Customer may opt to increase their budget to absorb tariff - OR - Customer may maintain the current budget of their show with a corresponding reduction in the amount of product included in their show. Should Customer elect to defer, modify, or cancel Show, Customer shall notify Pyro Shows no less than ninety (90) days prior to Show date to cancel or reduce the size of show**.**

III. **CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other that the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation due to the fault of the Customer.

IV. **SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.

V. **SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.

VI. **INDEMNIFICATION AND HOLD HARMLESS:** To the extent allowed by law, customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.

VII. **AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.

VIII. **COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply

for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. To the extent allowed by law, customer agrees to indemnify and hold harmless PYRO SHOWS from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now exis ng or that may be promulgated under and in accordance with any such law or laws.

IX. **PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Texas, and any suit involving this contract shall be brought in the Courts of Hidalgo County in the State of Texas, and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against PYRO SHOWS in and other ac ons, in any other jurisdiction. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.

X. **LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Sec on XIV, unless this provision is prohibited by law.

XI. **ADVERTISEMENT AND PROMOTIONS:** Customer agrees that when promoting fireworks performed by PYRO SHOWS, Customer will name PYRO SHOWS as the fireworks provider in promotional advertising media. Customer agrees to allow PYRO SHOWS to use Customer's name as Customer.

XII. **COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limita on, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days a er the date of the Show. In the event that Customer fails to register any complaint in the me and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any ma er arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the me and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collec on.

XIII. **INSURANCE:** Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of $10,000,000.00, combined single limit, covering its ac vi es and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a Certificate of Insurance. All en es listed on the certificate will be deemed an additional Insured per this contract.

XIV. **PAYMENT TERMS: Pharr, City of** shall pay PYRO SHOWS **$ 10,500.00** plus applicable taxes in the amount of **$ 0.00** for a grand total of **$ 10,500.00** according to the terms and conditions set forth for presenting the Show. Customer shall submit a **50%** deposit **($ 5,250.00)** upon return of signed contract by **December 14, 2022.** Balance will be due in the PYRO SHOWS office upon Customer's receipt of invoice.

TAXES: Customer shall be responsible for all applicable sales taxes.

IMPORTANT: Checks must be made payable to **PYRO SHOWS OF TEXAS, INC.** and mailed to P.O. Box 1776, LaFollette, TN 37766

PYRO SHOWS OF TEXAS, INC.
Contract Agreement

All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS OF TEXAS, INC.

BY:_____ **DATE:**_____
Chad Stanley, General Manager

CUSTOMER

BY:_____ _____ _____ **DATE:**_____
Signature **Printed Name** **Title**

WARRANTY EXCLUSIONS

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.H.
DATE SUBMITTED: November 16, 2022
MEETING DATE: November 21, 2022

FROM: Ed Wylie, Deputy City Manager

DEPARTMENT: Administration

DIRECTOR: Ed Wylie

Agenda Item: Consideration and action, if any, ratifying contract for labor services for TeamPharr.net Project Phase V in the amount of $9,813,027.07. **This item supports QL - Quality of Life.**

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

Issue: contract for labor service install for fiber for Phase V of the TeamPHarr.net project through The Interlocal Purchasing System (TIPS) Purchasing Cooperative Contract # 200201-3132
(Project# 2223-01-510-C001-001)

Fiscal Consideration: n/a budget item

Staff Recommendation: Approval

Alternatives: disapprove

Exclude Material from Public Packet? No
Reason: n/a

ROUTING:

Ed Wylie	Created/Initiated - 11/16/2022
Karla Saavedra	Approved - 11/17/2022
Cynthia Garza	Approved - 11/18/2022
Patricia Rigney	Approved - 11/18/2022
City Management Office	Final Approval - 11/18/2022

PROJECT NAME & NO.	City of Pharr Fiber Optic Network - Phase V Labor		
JOB LOCATION	North Pharr		
PROPOSAL DATE	November 2, 2022	PROJECT START DATE	TBD

OWNER INFORMATION		CONTRACTOR INFORMATION	
OWNER NAME	City of Pharr	CONTRACTOR COMPANY NAME	STX Underground LLC
OWNER CONTACT NAME	Mr. Ed Wylie, Deputy City Manager	CONTRACTOR CONTACT NAME	Rolando Martinez
ADDRESS	118 S. Cage Blvd., Pharr, TX 78577	ADDRESS	144 Country Club Rd#2, Brownsville, TX 78520
OWNER PHONE	(956) 402-4231	CONTRACTOR PHONE	(956) 312-6530
OWNER EMAIL		CONTRACTOR EMAIL	rolando@stxunderground.us

SCOPE OF WORK

Installation of quantities detailed on "Construction / Labor Units" bidsheet attached.

MATERIALS AND SERVICES NOT INCLUDED

STX Underground proposes to provide all the labor, equipment, and services necessary for the installation of the materials specified in the "Contstruction / Labor Units" bid sheet attached. ***All Materials to be Provided by the City of Pharr***

AGREEMENT TERMS

As per the City of Pharr's Contract Documents.
TIPS Contract No.: 200201-3132
The proposed duration for Phase V Labor is six (6) months. A detailed construction scheduled will be developed with the City's input to determine priority of work packages.

PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED BY DATE OF	December 2, 2022

PROPOSAL TOTAL

$9,813,027.07

(Itemized breakdown provided in subsuquent sheets.)

ACCEPTANCE OF PROPOSAL

Proposed costs, specifications, and conditions detailed above are accepted, and specified work is authorized to begin upon issuance of the notice to proceed.

Payment for services rendered will be made as specified in the contract documents.

STX UNDERGROUND LLC SIGNATURE		DATE	November 2, 2022

11-7-22

Construction/Labor Units

UNIT CATEGORY	CLARIFICATION / DESCRIPTION	UNIT OF MEASURE	DESIGN UNITS	Unit Price	Total
UGB	Construction - Place NEW 1-1.25" HDPE	FT	255526	$ 12.50	$ 3,194,075.00
UGB	Construction - Place NEW 2-1.25" HDPE	FT	58613	$ 12.50	$ 732,662.50
UGB	Construction - Place NEW 3-1.25" HDPE	FT	608	$ 13.00	$ 7,904.00
UGB	Construction - Place NEW 1-2" HDPE	FT	2149	$ 12.50	$ 26,862.50
UGB	Construction - Place NEW 2-2" HDPE	FT	100431	$ 13.00	$ 1,305,603.00
UGB	Construction - Place NEW 3-2" HDPE	FT	260	$ 13.00	$ 3,380.00
UGB	Construction - Place NEW 1-4" HDPE	FT	0		$ -
UGB	Construction - Place NEW 2-4" HDPE	FT	0		$ -
UGB	Construction - Install Coupler 1.25"-4"	EA	1176	included in conduit price	$ -
FIBER	Construction - Place 1 NEW / 24F - 144F Cable	FT	182705	$ 1.17	$ 213,764.85
FIBER	Construction - Place 1 NEW / 288F-432F Cable	FT	93305	$ 1.17	$ 109,166.85
FIBER	Additional Cable Installation Adder	FT	0		$ -
FIBER	Construction - Place MSTs (per linear foot) in conduit	EA	857900	$ 1.30	$ 1,115,270.00
UGB	Construction - Place NEW 17"x30"x30" (Handhole)	EA	2549	$ 275.00	$ 700,975.00
UGB	Construction - Place NEW 24"x36"x24" (Handhole)	EA	0		$ -
UGB	Construction - Place NEW 30"x48"x36" (Handhole)	EA	405	$ 300.00	$ 121,500.00
UGB	Placement of Fiber Distribution Hubs (FDH) Vault Mounted (incl. Splitter Install)	EA	24	$ 800.00	$ 19,200.00
UGB	Placement of Fiber Distribution Hubs (FDH) Sub Surface (Incl. Splitter Install)	EA	0		$ -
UGB	Construction - Place NEW Cable Marker	EA	0		$ -
UGB	Construction - Place Tracer Wire	FT	0	$ 0.50	$ -
UGB	Construction - Place Flat Drop Kits	EA	602	$ 35.00	$ 21,070.00
SPL	Splicing - Prep Splice Closure	EA	278	$ 250.00	$ 69,500.00
SPL	Splicing- Fusion Splice-Ribbon	EA	0	$ 28.00	$ -
SPL	Splicing - Fusion Splice-Loose Tube	EA	18000	$ 35.00	$ 630,000.00
UGB	Construction - Place NEW Core Bore(s)	EA	0		$ -
UGB	Construction - NEW Remove & Restore Sidewalk	SF	0		$ -
UGB	Construction - NEW Remove & Restore Asphalt	SF	0		$ -
ISP	Drop Service (<200')	EA	0	$ 250.00	$ -
ISP	Drop Service Adder (100+ after 200')	EA	0		$ -
ISP	Building Cable Entrance (Commerical) incl. Core Drill	EA	0		$ -
ISP	Place Hoffman Box	EA	0		$ -
ISP	Place EMT	LF	0		$ -
ISP	Place Plenum Innerduct	LF	0		$ -
AER	Construction-Install Strand	FT	0		$ -
AER	Construction-Install Anchor and Down Guy	EA			$ -
AER	Construction-Install Fiber Snow Shoe	EA			$ -
AER	Construction- Install pole mounting hardware and bonding	EA			$ -
AER	Construction - Place/Attach NEW Aerial Packages	EA	26	$ 25,000.00	$ 650,000.00
				Sub-Total:	$ 8,920,933.70
	Design / Owner Contingency (10% of subtotal)	EA	1		$ 892,093.37
				Total:	$ 9,813,027.07

	ESTIMATED PON SUBSCRIBERS	EA	6788		

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.I.
DATE SUBMITTED: November 16, 2022
MEETING DATE: November 21, 2022

FROM: William Edmundson, Assistant Police Chief

DEPARTMENT: Police

DIRECTOR: Juan Gonzalez

Agenda Item: Consideration and action, if any, on addendum of the State Plan of Operation between the Pharr Police Department and the Law Enforcement Support Office (LESO).**This item supports SSC - Safe and Secure Community**.

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

Issue: The Pharr Police Department participates with the Texas 1033/Law Enforcement Support Office (LESO) Program in respect to excess Department of Defense (DOD) personal property. The Pharr Police Department has received personal property to aid in the enforcement of applicable state and local laws. The property received plays an important role in the administration of police services for the citizens of Pharr at no cost.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval of this item.

Alternatives: Not approve Addendem to current State Plan of Operation.

Exclude Material from Public Packet? No
Reason: N/A

ROUTING:

William Edmundson	Created/Initiated - 11/16/2022
Juan Gonzalez	Approved - 11/16/2022
Patricia Rigney	Approved - 11/17/2022
Anali Alanis	Approved - 11/17/2022
City Management Office	Final Approval - 11/18/2022

DEFENSE LOGISTICS AGENCY
DISPOSITION SERVICES
74 WASHINGTON AVENUE NORTH
BATTLE CREEK, MICHIGAN 49037-3092

GPL

August 15, 2022

MEMORANDUM FOR LAW ENFORCEMENT SUPPORT OFFICE (LESO) PROGRAM PARTICIPATING LAW ENFORCEMENT AGENCY (LEA)

SUBJECT: Addendum to LESO Program State Plan of Operation (SPO)

This addendum amends the existing State Plan of Operation (dated February 2021) between the State and Law Enforcement Agency (LEA) and is herein referred to as the SPO Addendum. The SPO Addendum implements requirements found within Presidential Executive Order (EO) 14074 (Section 12), signed on May 25, 2022. In accordance with current SPO-Paragraph 17, notice is being provided of a unilateral change to the SPO. Unless an LEA takes immediate action to terminate the current SPO, the modifications or amendments will become binding.

1) ROLES AND RESPONSIBILITIES The State Shall:

a) Ensure each LESO Program participating Law Enforcement Agency (LEA) has signed the LESO-approved SPO Addendum no later than January 1, 2023. The SPO Addendum will be signed by the Chief Law Enforcement Official (CLEO) (or assigned designee), the Civilian Governing Body (CGB), and the current State Coordinator (SC) (or authorized State Point of Contact [SPOC]).

b) Provide LESO with a comprehensive list of LEAs who do not sign the SPO Addendum by January 1, 2023. LESO will restrict the LEA to ensure LEA may not request or receive "controlled" property as defined within this addendum.

2) MODIFICATION TO DEFINITION OF "CONTROLLED" PROPERTY This SPO Addendum adds the below items to the "controlled" property definitions currently found in the 2021 SPO. These items are added pursuant to EO 14074 which reestablishes EO 13688. In 2017, the Law Enforcement Equipment Working Group (established by EO 13688), further added, deleted and refined the definitions of "controlled" items in their annual equipment list review. Provisions within the 2021 MOA applicable to "controlled" property apply to the items listed below (regardless of DEMIL and/or DEMIL Integrity Code). Title and ownership of the "controlled" property listed below remains with the DoD in perpetuity and will not be relinquished to the LEA (regardless of DEMIL and/or Integrity Code). The LESO retains final authority to determine what items qualify as "controlled" property. The below items listed in Section 1.2 of Law Enforcement Equipment Working Group (LEEWG) Recommendations (as modified in 2017), will be managed and issued as controlled property unless other restrictions or conditions are noted:

a) *Manned Aircraft, Fixed Wing:* Powered aircraft with a crew aboard, such as airplanes, that use a fixed wing for lift. (Note: These items were previously listed as controlled in LESO Program. Any aircraft without commercial application are prohibited).

b) *Manned Aircraft Rotary Wing:* Powered aircraft with a crew aboard, such as helicopters, that use a rotary wing for lift. (Note: These items were previously listed as controlled in LESO Program. Any aircraft without commercial application are prohibited).

c) *Unmanned Aerial Vehicles*: A remotely piloted powered aircraft without a crew onboard. (Note: These items are not currently issued in the LESO Program).

d) *Armored Vehicles, Wheeled*: Any wheeled vehicle either purpose-built or modified to provide ballistic protection to its occupants, such as a Mine-Resistant Ambush Protected (MRAP) vehicle or an Armored Personnel Carrier (APC). These vehicles are sometimes used by law enforcement personnel involved in dangerous operating conditions, including active shooter or similar high-threat situations. These vehicles often have weapon-firing ports. (Note: These vehicles were previously considered controlled due to DEMIL code and are now prohibited unless certification requirements in Section 3 are met).

e) *Tactical Vehicles, Wheeled*: A vehicle purpose-built to operate on- and off- road in support of military operations, such as a High Mobility Multi-purpose Wheeled Vehicle (HMMWV), 2.5-ton truck, 5-ton truck, or a vehicle with a breaching or entry apparatus attached. These vehicles are sometimes used by law enforcement in rough terrain or inclement weather for search and rescue operations, as well as other law enforcement functions. This excludes commercially available vehicles not tactical in nature, such as pick-up trucks or SUVs. (Note 1: This is LEEWG modified definition from 2017. Note 2: All tactical vehicles will now be considered controlled, and title will not pass. Note 3: Armored vehicles in this category will be considered prohibited unless certification requirements in Section 3 are met).

f) *Command and Control Vehicles:* Any wheeled vehicle either purpose-built or modified to facilitate the operational control and direction of public safety units responding to an incident. Command and control vehicles provide a variety of capabilities to incident Commander, including, but not limited to, the provision for enhanced communications and other situational awareness capabilities. Command and Control Vehicles are similar to a recreational vehicle and can accommodate multiple people at multiple workstations in the command center. This category does not include SUVs and is not intended for other types of vehicles that could serve as a command-and-control center. (Note 1: This is the LEEWG modified definition from 2017. Note 2: Armored vehicles in this category will be considered prohibited unless certification requirements in Section 3 are met).

g) *Specialized Firearms and Ammunition Under .50-Caliber (excludes firearms and ammunition designed for regularly assigned duties) and less lethal launchers*: Weapons and corresponding ammunition for specialized operations or assignment. This includes launchers specifically designed and built to launch less lethal projectiles. This excludes weapons such as service issued handguns, rifles or shotguns that are issued or approved by the agency to be used by all sworn officers/deputies during the course of regularly assigned duties. (Note 1: This is the LEEWG modified definition from 2017. Note 2: The LESO Program only issues weapons under .50 caliber that are designed for regularly assigned duties).

h) *Explosives and Pyrotechnics*: Includes "flash bangs" as well as explosive breaching tools often used by special operations units. (Note: These items were previously prohibited in the LESO Program and are now specifically prohibited in EO 14074).

i) *Breaching Apparatus*: Tools designed to provide rapid entry into a building or through a secured doorway. These tools may be mechanical in nature (a battering ram connected to a vehicle or a propellant), ballistic (slugs), or explosive. This category does not include dual purpose tools such as a sledgehammer or bolt cutter. (Note: This is the LEEWG modified definition from 2017).

j) *Riot/Crowd Control Batons:* Non-expandable of greater length (more than 24 inches) than service-issued types and are intended to protect its wielder during crowd control situations by providing distance from assailants. This category includes all batons with advanced features such as tear gas discharge, electronic or "stun" capabilities. (Note: This is the LEEWG modified definition from 2017).

k) *Riot Helmets:* Helmets designed to protect the wearer's face and head from injury during melees from projectiles including rocks, bricks, liquids, etc. Riot helmets include a visor which protects the face. (Note 1: The LEEWG removed these items from the controlled list in 2017. Note 2: LESO does not issue Kevlar helmets based on DoD policy).

l) *Riot/Crowd Control Shields:* Shields intended to protect wielders from their head to their knees in crowd control situations. Most are designed for the protection of the user from projectiles including rocks, bricks, and liquids. Some afford limited ballistic protection as well. (Note: This is the LEEWG modified definition from 2017).

3) PROHIBITED ITEMS THAT MAY BE ISSUED FOR LIMITED PURPOSES EO 14074 lists the below items as "prohibited" for issue under the LESO Program; however identifies specific authorized uses for these "prohibited" items if requested, utilized and annually certified as being used only in authorized manners. When utilized in an authorized manner (as indicated in the below example descriptions), the items are categorized as "controlled" property.

a) *Long Range Acoustic Devices (LRAD) that do not have commercial application-* Participating LEAs in the State of Texas, are not authorized to acquire LRAD devices. All requests for these devices, will be denied.

b) *Vehicles that do not have commercial application-* This includes all tracked and armored vehicles, such as a Mine-Resistant Ambush Protected (MRAP), Armored Personnel Carrier (APC), or Armored HMMWV. (Note: This category excludes vehicles with commercial application, such as pick-up trucks, non-armored HMMWVs, 2.5-ton trucks, 5-ton trucks, or SUVs. The LESO Program identifies/defines vehicles with "commercial application" as items with a DEMIL Code of "A" or DEMIL "Q" (with an Integrity Code of 6) that may be sold to the general public under DoD sales programs).

i) *Authorized uses-* EO 14074 allows limited transfer of vehicles that do not have commercial application if the LEA certifies that the vehicle will be used exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief. Any other use of these vehicles is not authorized.

ii) *Annual Certification Requirements-* During the LESO Program annual inventory, LEAs with these vehicles must certify that the vehicle(s) is utilized exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief. An LEAs signature on the SPO Addendum agreeing to these new terms will serve as initial certification.

iii) LEAs that do not have a current SPO Addendum on file by January 1, 2023 or who fail to annually certify that the vehicle(s) use is exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief must return vehicle(s) to DLA Disposition Services.

4) ACQUIRING (OR RETAINING) CONTROLLED PROPERTY The State shall:

a) Review, verify and only submit to LESO for approval, requests for controlled property by LEAs who have current SPO and SPO Addendum on file with the state.

b) Ensure LEAs return controlled property to DLA Disposition Services if the Department of Justice (DOJ) determines or a Federal, State, Tribal, local, or territorial court enters a final judgment finding that the LEA has engaged in a pattern or practice of civil rights violations.

c) Ensure that prior to requesting/acquiring any controlled property, the LEAs:

i) Provide written or electronic notification to the local community of its intent to request controlled property. The notification must be translated into appropriate languages to inform individuals with limited English proficiency. The LESO Program would *recommend* that LEAs provide a notice of intent to request controlled property to the local community on or before January 1, 2023 and at the beginning of each fiscal year (October 1st) thereafter. This notification should include a comprehensive list of any controlled property that may be requested throughout the year. If this notice of intent does not include a specific controlled property item, such item may not be requested in the LESO Program until 30-days after an updated notice is published.

ii) Provide written or electronic notification to the city council or appropriate local Civilian Governing Body (CGB) of its intent to request controlled property and allow "reasonable opportunity to review" (normally 30-days). The LESO Program would *recommend* that LEAs provide a notice of intent to the CGB on or before January 1, 2023 and at the beginning of each fiscal year (October 1st) thereafter. This notification should include a comprehensive list of any controlled property that may be requested throughout the year. If this notice of intent does not include a specific controlled property item, such item may not be requested in the LESO Program until 30-days after an updated notice is published. Requests for controlled property must comport with all applicable approval requirements of the CGB.

(1) The above requirement includes elected Sheriff's who also shall notify their CGB or city or county government within their jurisdiction.

(2) In cases of disagreement between requesting LEAs and CGB, the Governor appointed LESO Program State Coordinator (SC) will obtain an advisory opinion from the States Attorney General's Office on whether CGBs are authorized by state law to deny the request.

iii) *Campus LEAs operating in Institutions of Higher Education (IHE)*- LEAs operating in IHEs otherwise referred to as "Campus Police" or "Campus LEAs" must also adhere to the requirements identified below:

(1) Obtain the IHE Board of Governors (or an equivalent body) *explicit approval* for the acquisition of controlled property. Such approval must be evidenced in the Campus LEAs request submitted to the LESO Program. Silence or inaction by the Campus LEAs Board of Governors does not constitute evidence of approval, and the "reasonable opportunity to review" (normally 30-days) standard does not apply to Campus LEA applications.

(2) Certify that their policies and training include specific provisions on using controlled property in a way that does not chill speech, is not disruptive to the educational environment, and does not foster a hostile climate among students.

(3) Campus LEAs who receive controlled vehicles are required to remove the militaristic appearance (i.e., painting the vehicle a different color).

5) REGIONAL SHARING AGREEMENTS LESO Program participants who are part of a regional sharing agreement must also adhere to the following requirements.

a) Participating LEAs in the State of Texas, are not authorized to share or loan any assigned LESO program property to any other LEA, regardless of if they are part of an internal regional sharing agreement with the participating LEA.

6) POLICIES/PROCEDURES LEAs must establish policies/procedures that are consistent with the standards listed below, in order to request or maintain controlled property. LEAs must:

a) Adopt and comply with general policing standards.

i) *Community Policing-* LEA policies/procedures should reflect the concept that trust and mutual respect between police and the communities they serve are critical to public safety. Community policing fosters relationships between law enforcement and the local community which promotes public confidence in LEAs therefore increasing LEA ability to investigate crimes and keep the peace.

ii) *Constitutional Policing-* LEA policies/procedures must emphasize that all police work should be carried out in a manner consistent with the requirements of the U.S. Constitution and federal law. Policies/procedures must include First, Fourth, and Fourteenth Amendment principles in law enforcement activity, as well as compliance with Federal and State civil rights laws. LEA certified law enforcement officers receive training on the rights embodied by such Constitutional Amendments and how these amendments inform policing policies/procedures.

iii) *Community Input and Impact-* LEA policies/procedures must identify mechanisms that LEAs will use to engage the communities they serve to inform them and seek their input about LEAs actions, role in, and relationships with the community. LEAs should make particular efforts to seek the input of communities where controlled property is likely to be used so as to mitigate the effect that such use may have on public confidence in the police. This could be achieved through the LEAs regular interactions with the public through community forums, town halls, or meetings with the Chief, or community outreach divisions.

b) Adopt and comply with controlled property standards.

i) *Appropriate Use of Controlled Property-* LEA policies/procedures must define appropriate use of controlled property; officers who are authorized to use controlled property must be trained on these policies/procedures. LEAs should examine scenarios in which controlled property will likely be deployed, the decision-making processes that will determine whether controlled property is used, and the potential that both use and misuse of controlled property could create fear and distrust in the community. Policies/procedures should consider whether measures can be taken to mitigate that effect (i.e., keep armored vehicles at a staging area until needed) and any alternatives to the use of such property and tactics to minimize negative effects on the community, while preserving officer safety.

ii) *Supervision of Use-* LEA policies/procedures must specify appropriate supervision of personnel operating or utilizing controlled property. Supervision must be tailored to the type of controlled property being used and the nature of the engagement or operation during which the property will be used. Policies/procedures must describe when a supervisor of appropriate authority is required to be present and actively overseeing the property being used.

iii) *Effectiveness Evaluation-* LEA policies/procedures must articulate that the LEA will regularly monitor and evaluate the effectiveness and value of controlled property to determine whether continued deployment and use is warranted on operational, tactical, and technical grounds. LEAs should routinely review after-action reports and analyze any data on, for example, how often controlled property is used or whether controlled property is used more frequently in certain law enforcement operations or in particular locations or neighborhoods.

iv) *Auditing and Accountability-* LEA must establish policies/procedures that are designed to prevent misuse, unauthorized use and/or loss of controlled property. LEA will hold personnel accountable to agree and comply with State, local, Tribal and Federal controlled property use policies/procedures.

v) *Transparency and Notice-* LEA policies/procedures must articulate that LEA will engage the community regarding controlled property, policies/procedures governing its use, and review of "significant incidents" (as defined in Section 8), with the understanding that there are reasonable limitations on disclosures of certain information and law enforcement sensitive operations and procedures.

c) Must adopt and comply with record-keeping requirements for controlled property.

i) Upon LESO request, LEAs must provide a copy of the general policing standards and specific controlled property standards that were adopted, to include any related policies/procedures.

ii) *Record-Keeping Requirement-* LEAs must retain comprehensive training records, either in the personnel file of the officer who was trained or by the LEAs training division or equivalent entity, for a period of at least three (3) years, and must provide a copy of these records, upon LESO request.

7) TRAINING LEAs that request or have acquired controlled property via the LESO Program must establish written policies/procedures for controlled property use, and all personnel who are authorized to use the controlled property will be trained on these policies/procedures. LEAs must:

a) Provide annual training on general policing standards to personnel who may use the controlled property.

b) Provide annual training on property standards to personnel who may use the controlled property.

c) Provide controlled property operational and technical training to personnel and ensure personnel are proficient prior to using controlled property.

d) Provide scenario-based training to personnel that combines constitutional and community policing principles with controlled property specific training. LEA personnel authorizing or directing the use of controlled property should have enhanced scenario-based training to examine, deliberate, and review the circumstances in which controlled property should or should not be used.

8) DOCUMENTATION REQUIRED FOR "SIGNIFICANT INCIDENTS" LEAs must collect and retain the information (described below) when any law enforcement activity involves a "Significant Incident" which requires (or results in) the use of controlled property on the LEAs inventory. A "Significant Incident" is defined as any law enforcement operation or action that involves: 1) a violent encounter among civilians or between civilians and the police, 2) a use-of-force that causes death or serious bodily injury, 3) a demonstration or other public exercise of First Amendment rights, or 4) an event that draws, or could be reasonably expected to draw, a large number of attendees or participants, such as those where advanced planning is needed. LEAs must:

a) Collect and retain documentation for controlled property used in a "Significant Incident" for a minimum of three (3) years after the incident has occurred. The LEA must provide documentation to LESO upon request.

i) Documentation should also be made available to the community the LEA serves in accordance with applicable policies/procedures with exemptions made concerning the disclosure of any sensitive information.

b) No new report or format is required for "Significant Incident" reports so long as information is easily accessible and organized. The required information may already exist in a police report, operations plan, officer daily log, incident report, after-action report or described in a use-of-force report. If required information (annotated below) is contained in a pre-existing reports, the LEA must simply ensure that the report includes information that controlled property was used. Required information is listed below:

i) Name and quantity of controlled property used, including relevant details such as make/model/serial number of controlled property used.

ii) Description of the LEA action/operation involving the controlled property.

iii) Identification of LEA personnel who used and directed the use of the controlled property.

iv) Identify or describe civilians who were the subject or target of LEA action/operation. For large crowds or multiple persons, the LEA must provide general description of the civilians (i.e., a crowd of approximately 250 people).

v) Result of the action/operation in which controlled property was used (i.e., arrests, citations, injuries or fatalities, use-of-force, victim extraction, or property damage).

9) ANNUAL CERTIFICATIONS By signing the SPO Addendum, the LEA agrees to the below certification statements. In addition, the LEA must annually certify compliance with the below certification statements during the Annual LESO Program Inventory. LEAs must:

a) Certify they have authorization from their CGB to participate in the LESO Program.

b) Certify they have provided their CGB and local community a comprehensive list of controlled property that may be requested through the LESO Program.

i) Notification may be made electronically or in writing and must be translated into appropriate languages to inform individuals with limited English proficiency. It is recommended this notification be done on an annual basis.

ii) If controlled property is not identified in the comprehensive list provided to the CGB and local community, an updated notification to CGB and local community must be made. The CGB and local community will be afforded 30-days to review what additional items are being requested.

c) Certify the request for controlled property comports/complies with all applicable approval requirements of the CGB.

d) Certify they have adopted and comply with controlled property standards (i.e., appropriate use, supervision of use, effectiveness evaluation, auditing/accountability of use, transparency/notice of use, and record-keeping requirements.

e) Certify they have provided annual training to personnel on the maintenance, sustainment, and appropriate use of controlled property, including respect for the rights of citizens under the Constitution of the United States and de-escalation of force.

f) Certify that LRAD devices are not authorized to be acquired by any participating LEAs in the State of Texas.

g) Certify that controlled property vehicle(s) are utilized exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief.

h) Certify that controlled property requiring a license (or other authorization), is only utilized by personnel who hold license (or other authorization) to operate such property.

i) Certify that controlled property will be returned to DLA Disposition Services when no longer needed.

j) Certify that they are abiding by the current LESO Program SPO and SPO Addendum, and maintain a signed copy of these documents on file.

k) Certify the Application for Participation on-file with LESO Program is current and accurately reflects the number of officers in the agency when fully staffed. (Note: If Application for Participation is not accurate, LEA must provide an updated Application for Participation to State Coordinators Office).

l) Certify they are compliant with LESO Program allocation limits. (Note: Property allocation limits are based on the number of officers at an LEA when fully staffed).

m) Certify that they agree to return the controlled property if the Department of Justice (DOJ) determines or a Federal, State, Tribal, local, or territorial court enters a final judgment finding that the LEA has engaged in a pattern or practice of civil rights violations.

n) *Campus LEAs (as described in Section 4)* must also certify that their policies and training include specific provisions on using controlled property in a way that does not chill speech, is not disruptive to the educational environment, and does not foster a hostile climate among students.

o) *Program participants who are part of a regional sharing agreement (as described in Section 5)*, must also certify that the State of Texas does not authorize participating LEAs to share or loan any LESO assigned property to any other LEA, regardless of if they are part of an internal regional sharing agreement with the participating LEA.

10) SAVINGS CLAUSE/INTERPRETATION Nothing in this SPO Addendum shall be construed to impair or otherwise affect the requirements under the existing SPO between the State and LEA (dated February 2021), unless expressly amended herein. To the extent there is a disagreement concerning the interpretation of this SPO Addendum or the extent this SPO Addendum affects requirements under the existing SPO, the disagreement shall be resolved at the exclusive discretion of the LESO Program.

11) AGREEMENTS OF PARTIES By signing this SPO Addendum, the State and LEA acknowledges and accepts these changes. The SPO Addendum must be signed by LEAs no later than January 1, 2023 to remain eligible for LESO Program participation. The changes contained in this SPO Addendum are acknowledged and accepted by the following:

Governor-appointed State Coordinator State of Texas

Title (Print): Chief, Crime Records Division, Texas Dept of Public Safety

Name (Print): Michelle Farris

Signature (Sign): _____ Date (MM/DD/YYYY): 10/4/2022

Law Enforcement Agency Name: _____

Chief Law Enforcement Official (CLEO) Title (Print): _____

Name (Print): _____

Signature (Sign): _____ Date (MM/DD/YYYY): _____

Civilian Governing Body (CGB) Title (Print): _____

Name (Print): _____

Signature (Sign): _____ Date (MM/DD/YYYY): _____

Certification of Notification for Law Enforcement Agency to Potentially Acquire Controlled Property

To: Texas LESO Program Manager
Texas Department of Public Safety
5805 N. Lamar Blvd MSC 0218
Austin, Texas 78752

I do, hereby certify that the _____
has notified the public and the Civilian Governing Body (CGB) that it may potentially request and acquire any controlled property deemed necessary contained on the comprehensive list outlined below, from the Law Enforcement Support Office (LESO) Program within the following fiscal year.

Hereafter, the law enforcement agency named above, will notify the public and the Civilian Governing Body (CGB) no later than July 1 of each consecutive year, by providing an updated comprehensive list of controlled property that it may potentially request and acquire in the following fiscal year.

Weapons (pistols, shotguns, long rifles), Weapon modification kits, Weapon parts, Training Weapons. Aircraft (Fixed & Rotary), Aircraft parts, Armored Vehicles (MRAPs, Peacekeepers, Armored HMMWVs & NTAVs), Vehicle parts, Weapon-mounted optics & lasers, Handheld Optics & lasers, Night Vision Devices (including thermal equipment), Optical & sighting equipment (range finders, boresights etc), Tactical cargo vehicles (HMMWV, Cargo trucks), Watercraft, Unmanned Ground Vehicles (all robots), Wheel assemblies, Tools (hand, pneumatic & power), Purpose-built Handheld Breaching Equipment, Decontamination Equipment, Computers & peripherals, Camouflage & deception equipment, Radio & Telephone Equipment, Generators, Lighting & observation towers, Riot gear (helmets, face shields, fixed batons over 2 ft., wearable gear & shields), Capability Sets, and Camera Sets.

Signed and certified, this _____day of _____ 2022.

Chief Law Enforcement Official (CLEO)

_____

(Print Name & Official Title)

_____

(Signature)

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.J.
DATE SUBMITTED: November 17, 2022
MEETING DATE: November 21, 2022

FROM: Jose Pena, IT Director

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, on agreement between City of Pharr and Docusign, Inc. for electronic document signature subscription services.**This item supports SG - Sound Governance and Fiscal Sustainability.**

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

Issue: As the City of Pharr continues it's transition to paperless processes, we are needing to implement a solution for delivering this service in a convenient and secure method. We've been using this system on a trial basis for a year and will now begin deploying and transitioning documents requiring multiple signatures onto this platform. Three quotes were provided and purchasing direct was most cost effective.

Fiscal Consideration: $5,699.20

Staff Recommendation: Staff recommends approval of Docusign Inc proposal.

Alternatives: NA

Exclude Material from Public Packet? No
Reason: NA

ROUTING:

Jose Pena	Created/Initiated - 11/17/2022
Karla Saavedra	Approved - 11/18/2022
Patricia Rigney	Approved - 11/18/2022
Anali Alanis	Approved - 11/18/2022
City Management Office	Final Approval - 11/18/2022

DocuSign Envelope ID: 98F0FCE1-AC8F-4868-B425-59C5E06C76D0

DocuSign

DocuSign, Inc.
221 Main Street, Suite 1000
San Francisco, CA 94105

Offer Valid Through: Nov 29, 2022
Prepared By: Ryan McSweeney
Quote Number: Q-00956731

ORDER FORM

Address Information

Bill To:
City of Pharr
118 S Cage Blvd,
Pharr, TX, 78577
United States

Ship To:
City of Pharr
P.O. BOX 1729,
Pharr, TX, 78577-1632
United States

Billing Contact Name:
Anali Alanis
Billing Email Address:
anali.alanis@pharr-tx.gov
Billing Phone:
(956) 402-4100

Shipping Contact Name:
Anali Alanis
Shipping Email Address:
anali.alanis@pharr-tx.gov
Shipping Phone:
(956) 402-4100

In Process

Order Details

Order Start Date: Dec 5, 2022
Order End Date: Dec 4, 2023
Billing Frequency: Annual

Payment Method: Check
Payment Terms: Net 30
Currency: USD

Products

Product Name	Start Date	End Date	Quantity	Net Price
eSignature Business Pro Edition - Envelope Subs.	Dec 5, 2022	Dec 4, 2023	1,200	$4,608.00
Onboarding Services Lite	Dec 5, 2022	Feb 12, 2023	1	$400.00
Premier Support	Dec 5, 2022	Dec 4, 2023	1	$691.20

Grand Total: $5,699.20

Product Details

eSignature Envelope Allowance: 1,200

Overage/Usage Fees

eSignature Business Pro Edition - Envelope Subs. (Per Transaction): $5.80

Order Special Terms

Terms & Conditions

This Order Form covers the products and services described herein and is governed by the attached terms and conditions.

Onboarding Services Lite will expire if not used within 90 days of the product start date.

In Process

Billing Information

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final Invoice.

Is the contracting entity exempt from sales tax?
Please select Yes or No:
If yes, please send the required tax exemption documents immediately to taxexempt@docusign.com.

Invoices for this order will be emailed automatically from invoicing@docusign.com. Please make sure this email is on an approved setting or safe senders list so notifications do not go to a junk folder or caught in a spam filter.

Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

Please select Yes or No:

If yes, please complete the following:

PO Number:

PO Amount: $

By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Order Form and any documents incorporated herein.

Customer	**DocuSign, Inc.**
Signature:	Signature:
Name: Anali Alanis	Name: AOA
Job Title: Interim City Manager	Job Title:
Date:	Date:

In Process

DocuSign Envelope ID: 98F0FCE1-AC8F-4868-B425-59C5E06C76D0

DOCUSIGN MASTER SERVICES AGREEMENT

This DocuSign Master Services Agreement ("**MSA**") is made between DocuSign, Inc., a Delaware corporation ("**DocuSign**"), and City of Pharr ("**Customer**"), together referred to as the "**Parties**" and each individually as a "**Party**", as of the date of last signature below (the "**MSA Effective Date**"). The Parties hereby agree to the terms and conditions of this MSA, including any specific services terms, product details and any applicable license and/or subscription terms will be set forth in applicable DocuSign Service Schedule(s) and Attachments (located at https://www.docusign.com/company/terms-and-conditions/msa-service-schedules), Order Form(s) and SOW(s), each of which become binding on the Parties and are incorporated into this MSA upon execution of an Order Form and/or SOW. Each Order Form and/or SOW is governed by and incorporates the following documents in effect as of the effective date of the applicable Order Form or SOW, collectively referred to as the "**Agreement**", that consists of:

1. the Order Form and/or Statement of Work;
2. any attachments, addenda, and/or appendix(ices) to this MSA or a Service Schedule;
3. Service Schedule(s); and
4. this MSA.

The applicable attachment(s), addenda, appendix(ices), and Service Schedule(s) is determined by the DocuSign Service(s) purchased on the Order Form and/or SOW. In the event of a conflict, the order of precedence is as set out above in descending order of control.

MSA Version: **November 14, 2022**

In Process

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1. DEFINITIONS

"**Account**" means a unique account established by Customer to enable its Authorized Users to access and use a DocuSign Service.

"**Account Administrator**" is an Authorized User who is assigned and expressly authorized by Customer as its agent to manage Customer's Account, including, without limitation, to configure administration settings, assign access and use authorizations, request different or additional services, provide usage and performance reports, manage templates, execute approved campaigns and events, assist in third-party product integrations, and to receive privacy disclosures. Customer may appoint an employee or a third-party business partner or contractor to act as its Account Administrator and may change its designation at any time through its Account.

"**Affiliate**" of a Party means any entity that the Party directly or indirectly owns or controls more than fifty percent (50%) of the voting interests of the subject entity. Any legal entity will be considered a Party's Affiliate as long as that interest is maintained.

"**Authorized User**" means one individual natural person, whether an employee, business partner, contractor, or agent of Customer or its Affiliates who is registered by Customer in Customer's Account to use the DocuSign Services. An Authorized User must be identified by a unique email address and user name, and two or more persons may not use the DocuSign Services as the same Authorized User. If the Authorized User is not an employee of Customer, use of the DocuSign Services will be allowed only if the

user is under confidentiality obligations with Customer at least as restrictive as those in the Agreement and is accessing or using the DocuSign Services solely to support Customer's and/or Customer Affiliates' internal business purposes. For clarification, "internal business purposes" includes the sending of eDocuments to third party recipients for purposes of supporting Customer's business activities, including the sending of eDocuments to Customer's suppliers and customers for review and signature.

"**Confidential Information**" means: (a) for DocuSign and its Affiliates, the DocuSign Services, Documentation and other related technical information, security policies and processes, product roadmaps, and pricing; (b) for Customer and its Affiliates, Customer Data; (c) any other information of a Party or its Affiliates that is disclosed in writing or orally and is designated as confidential or proprietary at the time of disclosure to the Party, including its Affiliates, receiving Confidential Information ("**Recipient**") (and, in the case of oral disclosures, summarized in writing and delivered to the Recipient within thirty (30) days of the initial disclosure), or that due to the nature of the information the Recipient should reasonably understand it to be confidential information of the disclosing Party; and (d) the terms and conditions of the Agreement between the Parties. Confidential Information does not include any information that: (i) was or becomes generally known to the public through no fault or breach of the Agreement by the Recipient; (ii) was rightfully in the Recipient's possession at the time of disclosure without restriction on use or disclosure; (iii) was independently developed by the Recipient without use of or reference to the disclosing Party's Confidential Information; or (iv) was rightfully obtained by the Recipient from a third party not under a duty of confidentiality and without restriction on use or disclosure.

"**Customer Data**" means any content, eDocuments, materials, data and information that Customer or its Authorized Users enter into the DocuSign Services, including, but not limited to, any Customer personal data and information contained in eDocuments. Customer Data does not include any component of the DocuSign Services or material provided by or on behalf of DocuSign.

"**Documentation**" means DocuSign's then-current technical and functional documentation for the DocuSign Services as made generally available by DocuSign.

"**DocuSign Service(s)**" means the services provided by DocuSign under an Order Form or SOW, and may include software, source code, or other technology licensed to DocuSign from third parties and embedded into the services that DocuSign provides to Customer. Notwithstanding the foregoing, DocuSign Services do not include Third-Party Services (defined below).

"**eDocument**" refers to a contract, notice, disclosure, or other record or document generated using or deposited into the DocuSign Service for processing.

"**Indemnified Party(ies)**" means the Party (whether DocuSign or Customer) being indemnified under Section 9 (Third-Party Claims), including its employees, directors, agents, and representatives.

"**Indemnifying Party(ies)**" means the Party (whether DocuSign or Customer) that is providing indemnification under Section 9 (Third-Party Claims).

"Order End Date" means the end date for provision of a respective DocuSign Service specified in a corresponding Order Form or SOW.

"**Order Form**" means the order form provided by DocuSign that sets forth the pricing and the DocuSign Services selected by Customer.

"**Order Start Date**" means the start date for provision of a respective DocuSign Service specified in a corresponding Order Form or SOW.

"**Professional Services**" means any integration, consulting, architecture, training, transition, configuration, administration, and similar ancillary DocuSign Services that are set forth in an Order Form or Statement of Work ("**SOW**").

"**Service Schedule**" means the service-specific terms and conditions applicable to the DocuSign Service(s).

"**System**" means the software systems and programs, the communication and network facilities, and the hardware and equipment used by DocuSign or its agents to make available the DocuSign Services via the Internet.

"Third-Party Services" means services, software, products, applications, integrations, and other features or offerings that are provided by Customer or obtained by Customer from a third party.

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2. USAGE AND ACCESS RIGHTS

2.1 Right to Use. DocuSign will provide the DocuSign Services to Customer as set forth in the Order Form and/or SOW. Subject to the terms and conditions of the Agreement, DocuSign grants to Customer a worldwide, limited, non-exclusive, non-transferable right and license during the Term, solely for its and its Affiliates' internal business purposes, and in accordance with the Documentation, to: (a) access and use the DocuSign Services; (b) implement, configure, and through its Account Administrator, permit its Authorized Users to access and use the DocuSign Services; and (c) access and use the Documentation. Customer will ensure that its Affiliates and all Authorized Users using the DocuSign Services under its Account comply with all of Customer's obligations under the Agreement, and Customer is responsible for their acts and omissions relating to the Agreement as though they were those of Customer. A Customer Affiliate may enter into an Order Form or SOW directly with DocuSign under this MSA by a mutually executed Order Form or SOW that references this MSA. In such event: (i) the Customer Affiliate will be bound by this MSA and will be fully responsible for its liabilities and obligations under the applicable Order Form or SOW; and (ii) all references to "**Customer**" in the Agreement will be deemed references to the Customer Affiliate set forth on the Order Form or SOW for purposes of defining the rights and obligations of the Parties hereunder.

2.2 Restrictions. Customer shall not, and shall not permit its Authorized Users or others under its control to, do the following with respect to the DocuSign Services:

(a) use the DocuSign Services, or allow access to it, in a manner that circumvents contractual usage restrictions or that exceeds Customer's authorized use set forth in the Agreement, including the applicable Order Form or SOW;

(b) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share or otherwise make any portion of the DocuSign Services or Documentation available for access by third parties except as otherwise expressly provided in the Agreement;

(c) access or use the DocuSign Services or Documentation for the purpose of: (i) developing or operating products or services intended to be offered to third parties in competition with the DocuSign Services, or (ii) allowing access to its Account by a direct competitor of DocuSign;

(d) reverse engineer, decompile, disassemble, or copy any of the DocuSign Services or technologies, or otherwise attempt to derive source code or other trade secrets or create any derivative works from or about any of the DocuSign Services or technologies, or use the machine-learning algorithm output generated from the DocuSign Services to train, calibrate, or validate, in whole or in part, any other systems, programs or platforms, or for benchmarking, software-development, or other competitive purposes, except pursuant to Customer's non-waivable rights under applicable law, without DocuSign's written consent;

(e) use the DocuSign Services or Documentation in a way that: (i) violates or infringes upon the rights of a third party, including those pertaining to: contract, intellectual property, privacy, or publicity; or (ii) effects or facilitates the storage or transmission of libelous, tortious, or otherwise unlawful material including, but not limited to, material that is harassing, threatening, or obscene;

(f) use the DocuSign Services to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs, or circumvent or disclose the user authentication or security of the DocuSign Services or any host, network, or account related thereto or use any aspect of the DocuSign Services components other than those specifically identified in an Order Form or SOW, even if technically possible; or

(g) use, or allow the use of, the DocuSign Services in violation of Section 13.5 (Trade Restrictions).

2.3 Suspension of Access. DocuSign may suspend any use of the DocuSign Services or remove or disable any Account or content that DocuSign reasonably and in good faith believes violates Section 2.2 above. DocuSign will use commercially reasonable efforts to notify Customer prior to any such suspension or disablement, unless DocuSign reasonably believes that: (a) it is prohibited from doing so under applicable law or under legal process (such as court or government administrative agency processes, orders, mandates, and the like); or (b) it is necessary to delay notice in order to prevent imminent harm to the DocuSign Services or a third party. Under circumstances where notice is delayed, DocuSign will provide notice if and when the related restrictions in the previous sentence no longer apply.

2.4 Third-Party Services. Customer may choose to obtain Third-Party Services from third parties and/or DocuSign (for example, through a reseller arrangement or otherwise). Any acquisition by Customer of Third-Party Services is solely between Customer and the applicable Third-Party Service provider and DocuSign does not warrant, support, or assume any liability or other obligation with respect to such Third-Party Services, unless expressly provided otherwise in the Order Form or the Agreement. In the event Customer chooses to integrate or interoperate Third-Party Services with DocuSign Services in a manner that requires DocuSign or the DocuSign Services to exchange Customer Data with such Third-Party Service or Third-Party Service provider, Customer: (a) grants DocuSign permission to allow the Third-Party Service and Third-Party Service provider to access Customer Data and information about Customer's usage of the Third-Party Services as appropriate and necessary to enable the interoperation of that Third-Party Service with the DocuSign Services; (b) acknowledges that any exchange of data between Customer and any Third-Party Service is solely between Customer and the Third-Party Service provider and is subject to the Third-Party Service provider's terms and conditions governing the use and provision of such Third-Party Service (the presentation and manner of acceptance of which is controlled solely by the Third-Party Service provider); and (c) agrees that DocuSign is not responsible for any disclosure, modification or deletion of Customer Data resulting from access to such data by Third-Party Services and Third-Party Service providers.

3. OWNERSHIP

3.1 Customer Data. Customer Data processed using the DocuSign Services is and will remain, as between Customer and DocuSign, owned by Customer. Customer hereby grants DocuSign the right to process, transmit, store and disclose Customer Data in order to provide the DocuSign Services to Customer, solely in accordance with the terms of the Agreement and subject to the terms of Section 11.2 (Required Disclosure) below.

3.2 DocuSign Services. DocuSign, its Affiliates, or its licensors own all right, title, and interest in and to any and all copyrights, trademark rights, patent rights, database rights, and other intellectual property or other rights in and to the DocuSign Services and Documentation, any improvements, design contributions, or derivative works thereto, and any knowledge or processes related thereto (including any machine learning algorithms output from the DocuSign Services) and/or provided hereunder.

3.3 Professional Services. Unless otherwise specified in the applicable SOW, all deliverables provided by or for DocuSign in the performance of Professional Services, excluding Customer Data and Customer Confidential Information, are owned by DocuSign and constitute part of the Professional Service(s) under the Agreement. Effective only as of final payment by Customer to DocuSign of all amounts required by an Order Form or SOW, and subject to the terms and conditions of the Agreement, DocuSign grants to Customer a nonexclusive, for the duration of legal protection, worldwide, royalty-free license to use deliverables created for Customer during performance of Professional Services ("**Work Product**") provided to Customer under the Order Form or SOW, solely for purposes of Customer's internal business operations only. This license includes permission to make copies of the provided Work Product for such internal use but not permission to distribute the Work Product or any copies of them.

3.4 Feedback. DocuSign encourages Customer to provide suggestions, proposals, ideas, recommendations, or other feedback regarding improvements to DocuSign Services and related resources ("**Feedback**"). To the extent Customer provides Feedback, Customer grants to DocuSign and its Affiliates a royalty-free, fully paid, sub-licensable, transferable (notwithstanding Section 13.2 (Assignability)), non-exclusive, irrevocable, perpetual, worldwide right and license to make, use, sell, offer for sale, import, and otherwise exploit Feedback (including by incorporation of such feedback into the DocuSign Services) without restriction. Customer shall ensure that: (a) Feedback does not identify Customer, its Affiliates, or Authorized Users, or include any Customer Data; and (b) Customer has obtained requisite authorization from any Authorized User or other third party to grant the license described herein. For the avoidance of doubt, Feedback does not constitute Customer Confidential Information.

4. SECURITY AND CUSTOMER DATA

4.1 Security. DocuSign will use commercially reasonable industry standard security technologies in providing the DocuSign Services. DocuSign has implemented and will maintain appropriate technical and organizational measures, including information security policies and safeguards, designed to preserve the security, integrity, and confidentiality of Customer Data and Customer personal data and to protect against unauthorized or unlawful disclosure or corruption of or access to such data in accordance

with the Security Attachment for DocuSign Services found at: https://www.docusign.com/company/terms-and-conditions/security-attachment-docusign-services. Additional or differing security obligations, if any, will be expressly set forth in the applicable Service Schedule, Order Form, or separate written agreement between the Parties.

4.2 Customer Data. Customer is responsible for Customer Data (including Customer personal data) as entered into, supplied or used by Customer and its Authorized Users in the DocuSign Services. Further, Customer is solely responsible for determining the suitability of the DocuSign Services for Customer's business and complying with any applicable data privacy and protection regulations, laws or conventions applicable to Customer Data and Customer's use of the DocuSign Services. Customer grants to DocuSign the non-exclusive right to process Customer Data (including personal data) in accordance with the Data Protection Attachment for DocuSign Services found at: https://www.docusign.com/company/terms-and-conditions/data-protection-attachment, for the sole purpose of and only to the extent necessary for DocuSign: (a) to provide the DocuSign Services; (b) to verify Customer's compliance with the restrictions set forth in Section 2.2 (Restrictions) if DocuSign has a reasonable belief of Customer's non-compliance; and (c) as otherwise set forth in the Agreement.

4.3 Usage Data. DocuSign may collect and use data, information, or insights generated or derived from the use of the DocuSign Services ("**Usage Data**") for its business purposes, including industry analysis, benchmarking, analytics, marketing, and developing, training and improving its products and services. Before doing so, DocuSign will deidentify and anonymize all Usage Data in such manner that does not allow for the identification of Customer Data, or Customer's Confidential Information, and will disclose such Usage Data in aggregate form only.

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5. PAYMENT OF FEES

5.1 Fees. Except as expressly set forth in the applicable Order Form or SOW, Customer will pay all fees set forth in the Order Form or SOW in accordance with the following: (a) DocuSign Services fees are invoiced annually in advance; (b) the first invoice will coincide with the Order Start Date of an Order Form or the effective date of a SOW; (c) payment will be due within thirty (30) days from the date of the invoice; and (d) all amounts will be denominated and payable in the currency specified in the Order Form and/or SOW. Unless otherwise agreed to by the Parties and expressly noted in the Order Form and/or SOW, invoices will be sent to Customer via email. Upon execution by Customer and DocuSign, each Order Form and/or SOW is non-cancellable and non-refundable except as provided in the Agreement, and the Term as set forth in the Order Form for DocuSign Services is a continuous and non-divisible commitment for the full duration of the Term regardless of any invoice schedule. Customer may withhold from payment any charge or amount disputed by Customer in good faith pending resolution of such dispute, provided that Customer: (i) notifies DocuSign of the dispute prior to the date such payment is due, specifying in such notice (A) the amount in dispute, and (B) the reason for the dispute set out in sufficient detail to facilitate investigation by DocuSign and resolution by the Parties; (ii) makes timely payment of all undisputed charges and amounts; (iii) works diligently with DocuSign to resolve the dispute promptly; and (iv) pays all amounts that are determined to be payable by resolution of the dispute (by adversarial proceedings, agreement or otherwise) within thirty (30) days following such resolution.

5.2 Purchase Orders. If Customer issues a purchase order, then it shall be for the full amount set forth in the applicable Order Form or SOW, and DocuSign hereby rejects any additional or conflicting terms appearing in a purchase order or any other ordering materials submitted by Customer, and conditions assent solely based on the terms and conditions of the Agreement as offered by DocuSign. Upon request, DocuSign shall reference the purchase order number on its invoices, provided, however, that Customer acknowledges that it is Customer's responsibility to provide the corresponding purchase order information (including a purchase order number) to DocuSign upon the signing of any Order Form. Customer agrees that a failure to provide DocuSign with the corresponding purchase order shall not relieve Customer of its obligations to provide payment to DocuSign pursuant to Section 5.1 (Fees) above.

5.3 Offsets; Late Charges; Attorneys' Fees. If DocuSign owes any amounts to Customer that are not derived from the Agreement, such amounts will not be withheld or offset against any invoice issued under the Agreement. DocuSign may assess late charges equal to the lesser of one and one-half percent (1.5%) of the unpaid balance per month or the highest rate permitted by applicable law. Customer will be responsible for any reasonable attorneys' fees, costs, and expenses incurred by DocuSign to collect any amounts that are not paid when due. If Customer fails to timely pay any amounts due under the Agreement, then without limitation of any of its other rights or remedies, DocuSign may, upon prior written

notice to Customer, suspend performance of those DocuSign Services until DocuSign receives all past due amounts from Customer.

6. TAXES

6.1 Tax Responsibility. All payments required by the Agreement are stated exclusive of all taxes, duties, levies, imposts, fines or similar governmental assessments, including sales and use taxes, value-added taxes ("**VAT**"), goods and services taxes ("**GST**"), excise, business, service, and similar transactional taxes imposed by any jurisdiction and the interest and penalties thereon (collectively, "**Taxes**"). Without limiting the foregoing, Customer shall be responsible for and bear Taxes associated with its purchase of, payment for, access to or use of the DocuSign Services. Taxes shall not be deducted from the payments to DocuSign, except as required by law, in which case Customer shall increase the amount payable as necessary so that after making all required deductions and withholdings, DocuSign receives and retains (free from any Tax liability) an amount equal to the amount it would have received had no such deductions or withholdings been made. If Customer claims tax exempt status for amounts due under the Agreement, it shall provide DocuSign with a valid tax exemption certificate (authorized by the applicable governmental authority) to avoid application of Taxes to Customer's invoice. Each Party is responsible for and shall bear Taxes imposed on its net income. Customer hereby confirms that DocuSign can rely on the ship-to name and address set forth in the Order Form(s) or SOW Customer places directly with DocuSign as being the place of supply for Tax purposes. The Parties' obligations under this Section 6.1 (Tax Responsibility) shall survive the termination or expiration of the Agreement.

6.2 Invoicing Taxes. If DocuSign is required to invoice or collect Taxes associated with Customer's purchase of, payment for, access to or use of the DocuSign Services, DocuSign will issue an invoice to Customer including the amount of those Taxes, itemized where required by law. If applicable, Customer shall provide to DocuSign its VAT, GST or similar tax identification number(s) on the Order Form or SOW. Customer shall use the ordered DocuSign Services for Customer's business use in the locations set forth on the Order Form or SOW in accordance with the provided VAT or GST identification number(s).

7. TERM AND TERMINATION

7.1 Term. The term of an Order Form and any associated Service Schedule(s) is the period of time that begins on the Order Start Date and, unless terminated sooner as provided herein, will continue until the Order End Date, both dates as specified on the Order Form (the "**Term**"). In the case of a SOW for Professional Services, if no end date is specified in the SOW, then the SOW shall expire upon completion of Professional Services or early termination as permitted by the Agreement. The term of this MSA and the Agreement shall continue as long as an Order Form or SOW referencing or incorporated into this MSA remains valid and in effect. Termination or expiration of any Order Form or SOW shall leave other Order Forms or SOWs unaffected.

7.2 Termination for Breach; Termination for Insolvency. If either Party commits a material breach or default in the performance of any of its obligations under the Agreement, then the other Party may terminate the Agreement in its entirety by giving the defaulting Party written notice of termination, unless the material breach or default in performance is cured within thirty (30) days after the defaulting Party receives notice thereof. Either Party may terminate the Agreement in its entirety upon written notice if the other Party becomes the subject of a petition in bankruptcy or any proceeding related to its insolvency, receivership or liquidation, in any jurisdiction, that is not dismissed within sixty (60) days of its commencement, or an assignment for the benefit of creditors. If Customer terminates the Agreement for DocuSign's breach, pursuant to this Section 7.2, that is incapable of cure, DocuSign will provide a prorated refund to Customer for any prepaid fees received by DocuSign under the Agreement that correspond to the unused portion of the Term.

7.3 Post-Termination Obligations. If the Agreement expires or is terminated for any reason: (a) Customer will pay to DocuSign any amounts that have accrued before, and remain unpaid as of, the effective date of the expiration or termination; (b) any and all liabilities of either Party to the other Party that have accrued before the effective date of the expiration or termination will survive; (c) licenses and use rights granted to Customer with respect to the DocuSign Services and related intellectual property will immediately terminate; (d) DocuSign's obligation to provide any further DocuSign Services to Customer under the Agreement will immediately terminate, except any such DocuSign Services that are expressly to be provided following the expiration or termination of the Agreement; and (e) the Parties' rights and obligations under Sections 4.3, 6.1, 7.3, 7.4, 8.3, and 10 through 13 will survive.

7.4 Retrieval of Customer Data and Transition Services. During the Term, Customer may extract Customer Data from the DocuSign Services as described in the Documentation and the applicable Service Schedule. If, upon termination or expiration of the Agreement, Customer has failed to retrieve its Customer Data and/or if Customer otherwise requires further support from DocuSign in relation to such termination or expiration, Customer may request and DocuSign will provide: (a) assistance in retrieving Customer Data and completed eDocuments still remaining in the DocuSign Services, and/or (b) other reasonable transition assistance, the details of which will be set forth in a mutually agreed upon Statement of Work between the Parties at DocuSign's then-current rates for such services.

8. WARRANTIES AND DISCLAIMERS

8.1 DocuSign Service Warranties. DocuSign warrants that: (a) during the applicable Term, the DocuSign Services, when used as authorized under the Agreement, will perform substantially in conformance with the Documentation associated with the applicable DocuSign Services; (b) DocuSign will use commercially reasonable efforts to ensure that the DocuSign Services do not introduce files, scripts, agents, or programs intended to do harm, including, for example, viruses, worms, time bombs, and Trojan horses into Customer's system; and (c) the operation of its business as it relates to the DocuSign Services will comply with all applicable laws and regulations. Customer's sole and exclusive remedy for any breach of the warranties in 8.1(a) and (b) above by DocuSign is for DocuSign to repair or replace the affected DocuSign Services to make them conform, or, if DocuSign determines that the foregoing remedy is not commercially reasonable, then either Party may terminate the Agreement, and, in such event, DocuSign will provide a prorated refund to Customer for any prepaid fees received by DocuSign under the Agreement that correspond to nonconforming DocuSign Services and the unused portion of the Term.

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8.2 DocuSign Professional Services Warranties. If Customer has purchased Professional Services in an Order Form and/or SOW, DocuSign warrants to Customer that the Professional Services will be performed in a competent and workmanlike manner. Customer's exclusive remedy for breach of this warranty is to notify DocuSign in writing within thirty (30) days of the non-conforming Professional Services. Upon receipt of such notice, DocuSign will use commercially reasonable efforts to re-perform the Professional Services in conformance with these warranty requirements. This Section 8.2 (DocuSign Professional Services Warranties) sets forth Customer's exclusive rights and remedies and DocuSign's sole liability in connection with the warranty related to the performance of the Professional Services.

8.3 Mutual Warranties. Each Party represents and warrants that: (a) the Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against it in accordance with the terms of the Agreement; (b) no authorization or approval from any third party is required in connection with its execution of the Agreement; and (c) it is duly organized and validly existing under the laws of the state of its incorporation or formation and has full power and authority to enter into the Agreement and to carry out the provisions hereto.

8.4 DISCLAIMER. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THE AGREEMENT, NEITHER PARTY: (A) MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED IN FACT OR BY OPERATION OF LAW, OR STATUTORY, AS TO ANY MATTER WHATSOEVER; AND (B) DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE.

9. THIRD-PARTY CLAIMS

9.1 By DocuSign. DocuSign will defend and, in accordance with Section 9.3 (Procedures), indemnify Customer's Indemnified Parties from and against, any: (a) third-party claim; (b) third-party legal action; or (c) administrative agency action or proceeding (each, a "**Claim**") to the extent arising from: (i) any actual breach by DocuSign of its confidentiality obligations in the Agreement; and (ii) any alleged infringement of any third-party intellectual property right occurring from Customer's use of the DocuSign Services as authorized under the Agreement. Notwithstanding the foregoing, DocuSign will not be responsible for any Claim due to Customer's or its Authorized User's combination of DocuSign Services with goods or services provided by third parties, including any Third-Party Services; adherence to specifications, designs, or instructions furnished by Customer; or Customer's modification of the DocuSign Services not described in the Documentation or otherwise expressly authorized by DocuSign in writing.

9.2 By Customer. To the extent allowed by law, Customer will defend and, in accordance with Section 9.3 (Procedures), indemnify DocuSign's Indemnified Parties from and against, any Claim to the extent arising from any breach by Customer of its obligations under Section 2.2 (e) through (g) (Restrictions).

9.3 Procedures. The Parties' respective obligations in this Section 9 (Third-Party Claims) are conditioned on: (a) the Indemnified Parties giving the Indemnifying Party prompt written notice of the Claim, except that the failure to provide prompt notice will only limit the indemnification obligations to the extent the Indemnifying Party is prejudiced by the delay or failure; (b) the Indemnifying Party being given full and complete control over the defense and settlement of the Claim; and (c) the relevant Indemnified Parties providing assistance in connection with the defense and settlement of the Claim, as the Indemnifying Party may reasonably request. The Indemnifying Party will indemnify the Indemnified Parties against: (i) all damages, costs, and attorneys' fees finally awarded against any of them with respect to any Claim; (ii) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by any of them in connection with the defense of the Claim (other than attorneys' fees and costs incurred without the Indemnifying Party's consent after it has accepted defense of such Claim); and (iii) all amounts that the Indemnifying Party agreed to pay to any third party in settlement of any Claims arising under this Section 9 (Third-Party Claims) and settled by the Indemnifying Party or with its approval. The Indemnifying Party shall not, without the relevant applicable Indemnified Parties' prior written consent, agree to any settlement on behalf of such Indemnified Parties which includes either the obligation to pay any amounts, or any admissions of liability, whether civil or criminal, on the part of any of the Indemnified Parties.

9.4 Infringement Remedy. If Customer is enjoined or otherwise prohibited from using any of the DocuSign Services or a portion thereof based on a Claim covered by DocuSign's indemnification obligations under Section 9.1 (By DocuSign) above, then DocuSign will, at its sole expense and option, either: (a) obtain for Customer the right to use the affected portions of the DocuSign Services; (b) modify the allegedly infringing portions of the DocuSign Services so as to avoid the Claim without substantially diminishing or impairing their functionality; or (c) replace the allegedly infringing portions of the DocuSign Services with items of substantially similar functionality so as to avoid the Claim. If DocuSign determines that the foregoing remedies are not commercially reasonable and notifies Customer of such determination, then either Party may terminate the Agreement, and in such case, DocuSign will provide a prorated refund to Customer for any prepaid fees for the infringing DocuSign Services received by DocuSign under the Agreement that correspond to the unused portion of the Term. The remedies set out in this Section 9 (Third-Party Claims) are Customer's sole and exclusive remedies for any actual or alleged infringement by the DocuSign Services of any third-party intellectual property right.

10. LIMITATION OF LIABILITY

10.1 Exclusion of Damages. EXCEPT FOR THE PARTIES' EXPRESS OBLIGATIONS UNDER SECTION 9 (THIRD-PARTY CLAIMS), UNDER NO CIRCUMSTANCES, AND REGARDLESS OF THE NATURE OF THE CLAIM, SHALL EITHER PARTY (OR THEIR RESPECTIVE AFFILIATES) BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH LOSSES.

10.2 Limitation of Liability. EXCEPT FOR: (A) THE PARTIES' EXPRESS OBLIGATIONS UNDER SECTION 9 (THIRD-PARTY CLAIMS); (B) EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THE AGREEMENT; (C) DAMAGES RESULTING FROM DEATH OR BODILY INJURY, OR PHYSICAL DAMAGE TO TANGIBLE REAL OR PERSONAL PROPERTY, CAUSED BY EITHER PARTY'S NEGLIGENCE; (D) DAMAGES RESULTING FROM EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; AND (E) DOCUSIGN'S RIGHT TO COLLECT UNPAID FEES DUE HEREUNDER, TO THE EXTENT PERMITTED BY LAW, THE TOTAL, CUMULATIVE LIABILITY OF EACH PARTY (AND THEIR RESPECTIVE AFFILIATES) ARISING OUT OF OR RELATED TO THE AGREEMENT WILL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER FOR THE DOCUSIGN SERVICE(S) DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

10.3 Independent Allocations of Risk. Each provision of the Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages represents an agreed allocation of the risks of the Agreement between the Parties. This allocation is reflected in the pricing offered by DocuSign to Customer and is an essential element of the basis of the bargain between the Parties. Each of these provisions is severable and independent of all other provisions of the Agreement, and each of these provisions will apply even if the warranties in the Agreement have failed of their essential purpose.

11. CONFIDENTIALITY

11.1 Restricted Use and Nondisclosure. During and after the Term, Recipient will: (a) use the Confidential Information of the disclosing Party solely for the purpose for which it is provided; (b) not disclose such Confidential Information to a third party, except as required by law, on a need-to-know basis to its Affiliates, attorneys, auditors, consultants, and service providers who are under confidentiality obligations at least as restrictive as those contained herein; and (c) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature.

11.2 Required Disclosure. If Recipient is required by law to disclose Confidential Information of the disclosing Party, Recipient will give prompt written notice to the disclosing Party before making the disclosure, unless prohibited from doing so by legal or administrative process, and cooperate with the disclosing Party to obtain where reasonably available an order protecting the Confidential Information from public disclosure.

11.3 Ownership. Recipient acknowledges that, as between the Parties, all Confidential Information it receives from the disclosing Party, including all copies thereof in Recipient's possession or control, in any media, is proprietary to and exclusively owned by the disclosing Party. Nothing in the Agreement grants Recipient any right, title or interest in or to any of the disclosing Party's Confidential Information. Recipient's incorporation of the disclosing Party's Confidential Information into any of its own materials will not render Confidential Information non-confidential.

11.4 Remedies. Recipient acknowledges that any actual or threatened breach of this Section 11 (Confidentiality) may cause irreparable, non-monetary injury to the disclosing Party, the extent of which may be difficult to ascertain. Accordingly, the disclosing Party is entitled to (but not required to) seek injunctive relief in addition to all remedies available to the disclosing Party at law and/or in equity, to prevent or mitigate any breaches of the Agreement or damages that may otherwise result from those breaches. Absent written consent of the disclosing Party to the disclosure, the Recipient, in the case of a breach of this Section 11 (Confidentiality), has the burden of proving that the disclosing Party's Confidential Information is not, or is no longer, confidential or a trade secret and that the disclosure does not otherwise violate this Section 11 (Confidentiality).

12. GOVERNING LAW AND VENUE

12.1 The Parties agree to the following country-specific provisions for governing law and venue for all claims and disputes arising out of or relating to the Agreement. The Agreement will be interpreted, construed, and enforced in all respects in accordance with the following laws based on the ship-to address of Customer reflected on the Order Form.

(a) United Kingdom, a Member State of the European Economic Area, or Switzerland. The Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including, without limitation, non-contractual disputes or claims) are governed by and construed in accordance with the law of the Republic of Ireland. Each Party irrevocably agrees that the courts of the Republic of Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims). The provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods are expressly excluded and do not apply to the Agreement.

(b) Australia. The Agreement is governed by the laws of New South Wales, Australia, and both Customer and DocuSign agree to submit to the non-exclusive jurisdiction of the New South Wales courts. The provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods are expressly excluded and do not apply to the Agreement. Any legal action arising under the Agreement must be initiated within two years after the cause of action arises. Each Party hereby irrevocably waives, to the fullest extent permitted by law, any and all right to trial by jury in any legal proceeding arising out of or relating to the Agreement.

(c) Singapore. The Agreement is governed by the laws of Singapore, and both Customer and DocuSign agree to submit to the non-exclusive jurisdiction of the courts of the Republic of Singapore. The provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods are expressly excluded and do not apply to the Agreement. Any legal action arising under the Agreement must be initiated within two years after the cause of action arises.

(d) For all other locations. The Agreement is governed by the laws of the State of Texas, U.S.A., without reference to its choice of law rules to the contrary. The Parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in Hidalgo County, Texas, for the purposes of adjudicating any dispute arising out of the Agreement. To the extent permitted by law, choice of law rules, the 1980 U.N. Convention on Contracts for the International Sale of Goods, and the Uniform Computer Information Transactions Act as enacted, shall not apply. Notwithstanding the foregoing, either Party may at any time seek and obtain appropriate legal or equitable relief in any court of competent jurisdiction for claims regarding such Party's intellectual property rights.

12.2 To the extent allowed by law, the English version of the Agreement is binding, and other translations are for convenience only.

13. GENERAL

13.1 Relationship. The Parties are independent contractors. The Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. Except as set forth in the Agreement, nothing in the Agreement, expressed or implied is intended to give rise to any third-party beneficiary.

In Process

13.2 Assignability. Neither Party may assign its rights or obligations under the Agreement without the other Party's prior written consent, such consent not to be unreasonably withheld. Notwithstanding the foregoing, either Party may assign its rights and obligations under the Agreement to an Affiliate as part of a reorganization, or to a purchaser of its business entity or substantially all of its assets or business to which rights and obligations pertain without the other Party's consent, provided that: (a) the purchaser is not insolvent or otherwise unable to pay its debts as they become due; (b) the purchaser is not a competitor of the other Party; and (c) any assignee is bound hereby. Other than the foregoing, any attempt by either Party to transfer its rights or obligations under the Agreement will be void.

13.3 Notices. Any notice required or permitted to be given in accordance with the Agreement will be effective only if it is in writing and sent using: (a) DocuSign Services; (b) certified or registered mail; or (c) a nationally recognized overnight courier, to the appropriate Party at the address set forth on the Order Form, with a copy, in the case of DocuSign, to legal@docusign.com. Each Party hereto expressly consents to service of process by registered mail. Either Party may change its address for receipt of notice by notice to the other Party through a notice provided in accordance with this Section 13.3 (Notices). Notices are deemed given upon receipt if delivered using DocuSign Services, two (2) business days following the date of mailing, or one (1) business day following delivery to a courier.

13.4 Force Majeure. In the event that either Party is prevented from performing, or is unable to perform, any of its obligations under the Agreement due to any cause beyond the reasonable control of the Party invoking this provision (including, without limitation, for causes due to war, fire, earthquake, flood, hurricane, riots, acts of God, telecommunications outage not caused by the obligated Party, or other similar causes) ("**Force Majeure Event**"), the affected Party's performance will be excused and the time for performance will be extended for the period of delay or inability to perform due to such occurrence; provided that the affected Party: (a) provides the other Party with prompt notice of the nature and expected duration of the Force Majeure Event; (b) uses commercially reasonable efforts to address and mitigate the cause and effect of such Force Majeure Event; (c) provides periodic notice of relevant developments; and (d) provides prompt notice of the end of such Force Majeure Event. Delays in fulfilling the obligations to pay hereunder are excused only to the extent that payments are entirely prevented by the Force Majeure Event. If DocuSign Services are not restored within thirty (30) days of the Force Majeure Event, Customer may terminate the Agreement upon providing written notice to DocuSign, and in such case, DocuSign will provide a prorated refund to Customer for any prepaid fees received by DocuSign under the Agreement that correspond to the unused portion of the Term.

13.5 Trade Restrictions. The DocuSign Services, Documentation, and the provision and any derivatives thereof are subject to the export control and sanctions laws and regulations of the United

States and other countries that may prohibit or restrict access by certain persons or from certain countries or territories ("**Trade Restrictions**").

(a) Each Party shall comply with all applicable Trade Restrictions in performance of the Agreement. For the avoidance of doubt, nothing in the Agreement is intended to induce or require either Party to act in any manner which is penalized or prohibited under any applicable laws, rules, regulations or decrees.

(b) Each Party represents that it is not a Restricted Party. "**Restricted Party**" means any person or entity that is: (i) located or organized in a country or territory subject to comprehensive U.S. sanctions (currently including Cuba, Crimea, Iran, North Korea, Syria) ("**Sanctioned Territory**"); (ii) owned or controlled by or acting on behalf of the government of a Sanctioned Territory; (iii) an entity organized in or a resident of a Sanctioned Territory; (iv) identified on any list of restricted parties targeted under U.S., EU or multilateral sanctions, including, but not limited to, the U.S. Department of the Treasury, Office of Foreign Assets Control's ("**OFAC**") List of Specially Designated Nationals and Other Blocked Persons, the OFAC Sectoral Sanctions List, the U.S. State Department's Nonproliferation Sanctions and other lists, the U.S. Commerce Department's Entity List or Denied Persons List located at https://www.export.gov/article?id=Consolidated-Screening-List, the consolidated list of persons, groups and entities subject to EU financial sanctions from time to time; or (v) owned or controlled by, or acting on behalf of, any of the foregoing.

(c) Customer acknowledges and agrees that it is solely responsible for complying with, and shall comply with, Trade Restrictions applicable to any of its own or its Affiliates' or Authorized Users' content or Customer Data transmitted through the DocuSign Services. Customer shall not and shall not permit any Authorized User to access, use, or make the DocuSign Services available to or by any Restricted Party or to or from within any Sanctioned Territory.

13.6 Anti-Corruption. In connection with the DocuSign Services performed under the Agreement and Customer's use of the DocuSign Services, the Parties agree to comply with all applicable anti-corruption and anti-bribery related laws, statutes, and regulations.

13.7 U.S. Government Rights. All DocuSign Services, including Documentation, and any software as may be provided under an applicable Service Schedule, are deemed to be "commercial computer software" and "commercial computer software documentation". "Commercial computer software" has the meaning set forth in Federal Acquisition Regulation ("**FAR**") 2.101 for civilian agency purchases and the Department of Defense ("**DOD**") FAR Supplement ("**DFARS**") 252.227-7014(a)(1) for defense agency purchases. If the software is licensed or the DocuSign Services are acquired by or on behalf of a civilian agency, DocuSign provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of the Agreement as required in FAR 12.212 (Computer Software) and FAR 12.211 (Technical Data) and their successors. If the software is licensed or the DocuSign Services are acquired by or on behalf of any agency within the DOD, DocuSign provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of the Agreement as specified in DFARS 227.7202-3 and its successors. Only if this is a DOD prime contract or DOD subcontract, the Government acquires additional rights in technical data as set forth in DFARS 252.227-7015. Except as otherwise set forth in an applicable Service Schedule, this Section 13.7 (U.S. Government Rights) is in lieu of, and supersedes, any other FAR, DFARS or other clause or provision that addresses U.S. Government rights in computer software or technical data.

13.8 Publicity. Except as specified on an Order Form or as otherwise expressly agreed to by the Parties in writing, neither Party shall refer to the identity of the other Party in promotional material, publications, or press releases or other forms of publicity relating to the DocuSign Services unless the prior written consent of the other Party has been obtained.

13.9 Waiver. The waiver by either Party of any breach of any provision of the Agreement does not waive any other breach. The failure of any Party to insist on strict performance of any covenant or obligation in accordance with the Agreement will not be a waiver of such Party's right to demand strict compliance in the future, nor will the same be construed as a novation of the Agreement.

13.10 Severability. If any part of the Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of the Agreement will remain in full force and effect.

13.11 Insurance. DocuSign will maintain, at its sole expense, insurance in such amounts and with such types of coverage as is usual and customary with coverage limits that are appropriate for the DocuSign Services supplied under the Agreement. At a minimum, DocuSign shall maintain: (i) commercial general liability insurance (including automobile liability if applicable to the DocuSign Services); (ii) errors and omissions insurance (which will include cyber-liability insurance); and (iii) insurance for claims under workers compensation laws or other similar laws or regulations. Upon Customer's prior written request DocuSign shall provide Customer with a certificate of insurance evidencing such insurance coverages.

13.12 Entire Agreement. The Agreement is the final, complete, and exclusive expression of the agreement between the Parties regarding the DocuSign Services provided under the Agreement. The Agreement supersedes and replaces, and the Parties disclaim any reliance on, all previous oral and written communications (including any confidentiality agreements pertaining to the DocuSign Services under the Agreement), representations, proposals, understandings, undertakings, and negotiations with respect to the subject matter hereof and apply to the exclusion of any other terms that Customer seeks to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing. The Agreement may be changed only by a written agreement signed by an authorized agent of both Parties. The Agreement will prevail over terms and conditions of any Customer-issued purchase order or other ordering documents, which will have no force and effect, even if DocuSign accepts or does not otherwise reject the purchase order or other ordering document.

The below signatories are authorized to sign on behalf of their respective Party(ies) and to agree to the terms of this MSA and any documents incorporated herein as of the MSA Effective Date.

Customer	**DocuSign, Inc.**
Signature:	Signature:
Name: Anali Alanis	Name: AOA
Title: Interim City Manager	Title:
Date:	Date:

DocuSign

Certificate Of Completion

Envelope Id: 98F0FCE1AC8F4868B42559C5E06C76D0 Status: Sent

Subject: Complete with DocuSign: City of Pharr - 1,200 envelopes - Biz Pro_DocuSign Order Form FX2_2022-...

EnvelopeType:

Source Envelope:

Document Pages: 15 Signatures: 0

Certificate Pages: 5 Initials: 0

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Ryan McSweeney
221 Main Street
Suite 1000
San Francisco, 94105
Ryan.McSweeney@docusign.com
IP Address: 76.103.194.129

Record Tracking

Status: Original
11/17/2022 12:00:17 PM

Holder: Ryan McSweeney
Ryan.McSweeney@docusign.com

Location: DocuSign

Signer Events	Signature	Timestamp
Anali Alanis anali.alanis@pharr-tx.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		Sent: 11/17/2022 12:18:37 PM
Katherine Grout Katherine.Grout@docusign.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
AOR Signing Group: AOR Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
AOA Signing Group: AOA Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

In Process

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Jose Pena jose.pena@pharr-tx.gov IT Director Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/7/2022 2:15:01 PM ID: 1a2a10be-f097-401c-99cd-9fd6d220f094	COPIED	Sent: 11/17/2022 12:18:37 PM Viewed: 11/17/2022 12:19:35 PM
Legal Copy legalcopy@docusign.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/17/2022 12:18:37 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

In Process

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, DocuSign, Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

In Process

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact DocuSign, Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by paper mail, please send correspondence to:
DocuSign, Inc.
221 Main St.,
Suite 1000
San Francisco, CA 94105

To advise DocuSign, Inc. of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at and in the body of such request you must state: your previous e-mail address, your new e-mail address. Please reach out to the sender of the envelope if you want to change your email address..

In Process

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from DocuSign, Inc.
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any. Please reach out to the sender of the envelope if you want to request paper copies.
To withdraw your consent with DocuSign, Inc.

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. Please reach out to the sender of the envelope if you want to withdraw your consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)

PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify DocuSign, Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by DocuSign, Inc. during the course of my relationship with you.

Pricing Proposal
Quotation #: 22716842
Created On: 11/3/2022
Valid Until: 11/11/2022

TX-City of Pharr

Jose Peña
Pharr, TX
United States
Phone: 956 -402 -4000
Fax:
Email: jose.pena@pharr-tx.gov

Senior Inside Account Executive

Jessica Vos
P.O. Box 847434
Dallas, TX 75284-7434
Phone: 800-870-6079 x6527657
Fax: 512-732-0232
Email: Jessica_Vos@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	eSignature Business Pro Edition - Envelope Subs DocuSign - Part#: APT-0462 Contract Name: IT Security Contract #: DIR-TSO-4291 Coverage Term: 11/11/2022 – 11/10/2023	1200	$4.05	$4,860.00
2	ADOPTION CONSULTING LITE PROFESSIONAL (ONE TIME SERVICE) DocuSign - Part#: APT 0609 Contract Name: IT Security Contract #: DIR-TSO-4291 Coverage Term: 11/11/2022 – 2/9/2023	1	$526.31	$526.31
3	DocuSign Premier Support Plan - Technical support - emergency consulting - 1 year - 24x7 - response time: 1 h DocuSign - Part#: APT-0075 Contract Name: IT Security Contract #: DIR-TSO-4291 Coverage Term: 11/11/2022 – 11/10/2023	1	$728.40	$728.40

Subtotal	$6,114.71
Shipping	$0.00
Total	$6,114.71

Additional Comments

Please Note: Docusign has a zero returns policy.

Please note: additional manufacturer terms and conditions may apply. Your inside sales team will reach out to you with updates as needed.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3695478; DUNS# 14-724-3096

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

Review and Complete Purchase

ALEX VELAZQUEZ,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NBTK939	10/31/2022	DOCUSIGN	11144180	$5,796.62

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
DOCUSIGN BUSINESS PROCESS AUTOMATION Mfg. Part#: DSI-0000462-2 Electronic distribution - NO MEDIA Contract: Sourcewell 081419-CDW Tech Catalog - Software (081419-CDW)	1200	7208833	$3.84	$4,608.00
DOCUSIGN PREM SUP Mfg. Part#: DSI-0000075 Electronic distribution - NO MEDIA Contract: Sourcewell 081419-CDW Tech Catalog - Software (081419-CDW)	1	7204326	$690.04	$690.04
NEW ITEM Mfg. Part#: NEW-ITEM DSI-0000609 Contract: Standard Pricing	1	NEW-ITEM	$498.58	$498.58

SUBTOTAL	$5,796.62
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	**$5,796.62**

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF PHARR ACCTS PAYABLE 118 S CAGE BLVD PHARR, TX 78577-4855 **Phone:** (956) 702-5300 **Payment Terms:** Master Card	**Shipping Address:** CITY OF PHARR ALEX VELAZQUEZ 100 W FERGUSON AVE PHARR, TX 78577-9517 **Shipping Method:** UPS Ground
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515

Sales Contact Info

Erik Guaman | (877) 747-5947 | erikgua@cdwg.com

Need Help?

My Account | Support | Call 800.800.4239

About Us | Privacy Policy | Terms and Conditions

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

© 2022 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.K.
DATE SUBMITTED: November 17, 2022
MEETING DATE: November 21, 2022

FROM: Jose Pena, IT Director

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, authorizing City Manager to execute a Three Party Mutual Nondisclosure Agreement (NDA) with Calix, Inc and Tyler Technologies, Inc for use of billing interface for TeamPharr.net. **This item supports SG - Sound Governance and Fiscal Sustainability.**

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

Issue: With TeamPharr.Net, we will be having our Calix fiber software interface to the Tyler billing system for internet services. Tyler requires and NDA from Calix to use their interface but Calix requires a 3 party nda since we are who is in contracts with both parties.

Fiscal Consideration: NA

Staff Recommendation: Staff recommends approval or three party NDA.

Alternatives: NA

Exclude Material from Public Packet? No
Reason: NA

ROUTING:

Jose Pena	Created/Initiated - 11/17/2022
Karla Saavedra	Approved - 11/18/2022
Patricia Rigney	Approved - 11/18/2022
Anali Alanis	Approved - 11/18/2022
City Management Office	Final Approval - 11/18/2022

Calix, Inc.
Three Party Mutual Nondisclosure Agreement

This Mutual Nondisclosure Agreement ("Agreement" or "NDA") is made and entered into by and between Calix, Company1 and Company2 (as defined below) effective as of the Effective Date (as specified below).

Company name:	Calix, Inc. ("Calix")
Place of incorporation:	Delaware, USA
Principal business address:	2777 Orchard Parkway, San Jose, California 95134
Contact name:	
Contact e-mail:	
Copy to:	calixlegal@calix.com

Company1 name:	Tyler Technologies, Inc. ("Tyler") ("Company1")
Place of incorporation:	Delaware, USA
Principal business address:	5101 Tennyson Parkway, Plano, TX 75024
Contact name:	
Contact e-mail:	
Copy to:	Abigail.Diaz@tylertech.com

Company2 name:	City of Pharr, TX ("Company2")
Place of incorporation:	Pharr, TX
Principal business address:	118 S. Cage Blvd, Pharr, TX 78577
Contact name:	
Contact e-mail:	
Copy to:	jose.pena@pharr-tx.gov

Effective Date: November 15, 2022

The "Purpose" of this NDA is to facilitate the parties' business discussions and exchange of information for establishment of a software integration between Calix, Company1 and Company2 related to the following (check all that apply):

- ☐ Use, purchase and/or license of Calix systems, platforms, services and related solutions
- ☐ Use, purchase and/or license of Company1 or Company2 products, software and/or services
- ☐ Potential license of Company1 or Company2 software, source code or other IP
- ☒ General business discussions
- ☐ Other (describe):

IN WITNESS WHEREOF, each party hereto has caused this Agreement, consisting of this cover page and the attached NDA Terms & Conditions, to be executed by an authorized representative as of the Effective Date.

Calix, Inc.	**"Company1":**
By: _____	DocuSigned by: **By**: _____ BBB7231CF39341B...
Name: Guy Halpern	**Name**: Rob Kennedy-Jensen
Title: AVP	**Title**: Group General Counsel
Address for Notice:	**Address for Notice**:
Attention: General Counsel 2777 Orchard Parkway, San Jose, California 95134 calixlegal@calix.com	Attention: Chief Legal Officer 1 Tyler Drive Yarmouth, ME 04096

"Company2":

By: _____

Name: Anali Alaniz

Title: Interim City Manager

Address for Notice:

Attention: City Manager
118 S. Cage Blvd.
Pharr, TX 78577

NDA Terms and Conditions

For purposes of this Agreement, references to Calix include Calix's current and future subsidiaries and affiliates and references to Company1 and Company2 include the their current and future subsidiaries and affiliates. Calix, Company1 and Company2 are each referred to as a "party" and together as the "parties."

1. **Purpose.** The parties wish to explore a business opportunity concerning the Purpose pursuant to which a party ("Discloser") may disclose its Confidential Information (as defined below) to either or both of the other parties ("Recipient"). This Agreement is intended to allow the parties to discuss and evaluate the Purpose while protecting each party's Confidential Information against unauthorized use or disclosure.

2. **Confidential Information.** "Confidential Information" means all information, whether business, technical and non-technical, in any form, whether oral, written or other tangible form, that the Discloser designates as being confidential or which, given the nature of the information or the circumstances surrounding disclosure, would reasonably be considered as confidential and/or proprietary, including but not limited to business plans, business concepts, marketing plans, financial information, purchasing requirements, customer lists, price lists, pricing methods, sales plans, forecasts, specifications, trade secrets, know-how, methodologies, drawings, models, research, equipment, algorithms, processes, techniques, ideas, inventions (whether patentable or not), programs, source code, object code, prototype, designs, compositions, data, databases, schematics, product development, and manufacturing plans, and any extracts, summaries and analyses of, or information derived from, the foregoing. Confidential Information also includes the confidential information of a third party which is disclosed under this Agreement. No party shall communicate any information to either of the other parties in violation of the proprietary rights of any third party. Confidential Information disclosed to the Recipient by Discloser's subsidiaries and affiliates are covered by this Agreement.

3. **Nondisclosure Obligations.**

(a) The parties agree to keep in confidence, and will cause their respective Representatives (as defined below) to keep in confidence,

all Confidential Information disclosed to them and will use such Confidential Information only for the Purpose. Recipient will use the same standard of care to prevent the disclosure of Confidential Information to any third party that the Recipient uses to protect its own Confidential Information of a similar nature, but in any event not less than a reasonable standard of care. Recipient may disclose Discloser's Confidential Information to Recipient's directors, employees, advisors and consultants ("Representatives") who (i) have a need to know the information in connection with their duties and (ii) are parties to confidentiality agreements with Recipient that protect Discloser's Confidential Information with terms no less stringent than those in this Agreement. Recipient will be responsible for any breach of this Agreement by its Representatives. Recipient agrees to notify Discloser in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information of Discloser which may come to Recipient's attention.

(b) Without Discloser's prior written consent, Recipient will not, and will direct its Representatives not to, disclose to any person either the fact that discussion or negotiations are taking place concerning cooperative activities or the status thereof. For purposes of this provision, the term "person" shall be broadly interpreted to include without limitation any corporation, company, partnership, other legal entity and individual.

4. **Exceptions to Nondisclosure Obligations.** The obligations in Section 3 shall not apply to any Confidential Information that Recipient can establish by legally sufficient evidence:

(i) is already known to Recipient and not subject to any confidentiality obligation;

(ii) is or becomes publicly available without Recipient's breach of any obligation owed to Discloser;

(iii) is or was independently developed by Recipient without violating any of its obligations under this Agreement and without access to or use of Discloser's Confidential Information; or

(iv) is lawfully received by Recipient from another party who had no duty of confidentiality to Discloser.

If Recipient is compelled pursuant to legal proceeding, public records request, or otherwise required by law to disclose Discloser's Confidential Information, then before any such disclosure Recipient will promptly notify Discloser so Discloser may seek withholding from the Attorney General of Texas, protective order or other appropriate remedy (with which Recipient agrees to reasonably cooperate if so requested by Discloser) and/or waive compliance with this Agreement. In such case, only that portion of Discloser's Confidential Information that is legally required to be disclosed may be disclosed.

5. **Return of Materials.** Upon termination of discussions, termination of this Agreement or the Discloser's written request, Recipient and its Representatives shall cease using Discloser's Confidential Information and shall return or destroy all tangible copies of Discloser's Confidential Information (including any extracts, summaries and analyses, or information derived therefrom) in Recipient's (or its Representative's) possession or control.

6. **Term and Termination.** This Agreement will become effective on the Effective Date and will continue until terminated by any party with 30 days prior written notice to the other parties. Notwithstanding the termination of this Agreement, each party's obligations with respect to the other parties' Confidential Information will continue for 5 years after the effective termination date of the Agreement. With respect to Confidential Information that constitutes trade secrets, the restrictions set forth in this Agreement will continue in effect for perpetuity or so long as such information remains a trade secret.

7. **Relationship Between Parties.** Nothing contained in this Agreement shall be construed to constitute any party hereto as the partner, employee, agent or other representative of any other party hereto.

8. **No License Granted.** Each party retains ownership of its Confidential Information, and nothing contained in this Agreement shall be construed as granting or conferring any rights whether by license or otherwise to any Confidential Information. A Recipient will not: (A) use, or permit others to use, Confidential Information for any purpose other than as is required for the Purpose, or (B) reverse engineer, decompile or disassemble any software code disclosed by a Discloser to a Recipient under the terms of this Agreement. Nothing in this Agreement shall prohibit or restrict a party's right to disclose its own Confidential Information to any third party for any purpose whatsoever, nor to develop, use, license, acquire or market products or services similar to or competitive with those of any other party disclosed in the Confidential Information as long as it shall not thereby breach this Agreement.

9. **No Commitments.** No party has an obligation under this Agreement to continue discussions or consummate a transaction; or to develop, make available, sell or purchase any information, technology, product or services to/from any other party. If a party takes or does not take any action (including development of a product or service) relying, in whole or in part, on any other party's Confidential Information or future availability of a product described by or based upon the Confidential Information, it does so at its own risk and expense. No party will be liable for any defects or deficiencies in any product, process or design created by or for any other party using or relying on any other party's Confidential Information, whether or not caused by inaccuracies or deficiencies in such Confidential Information.

10. **No Representations or Warranties.** Each party acknowledges that the other party makes no representations or warranties as to the accuracy or completeness of the Confidential Information. All Confidential Information is delivered "AS IS," and all representations warranties, express or implied, including fitness for a particular purpose, merchantability, and noninfringement are hereby disclaimed.

11. **Rights and Remedies.** The parties agree that any breach or threatened breach of this Agreement would cause irreparable injury to Discloser for which no adequate remedy at law exists; therefore, the parties agree that in addition to all other remedies available to the parties,

equitable remedies, including without limitation unilateral injunctive relief and specific performance, are appropriate remedies to redress any breach or threatened breach of this Agreement by Recipient, any of its Representatives, or any other persons directly or indirectly acting for or on behalf of or with Recipient. All rights and remedies hereunder shall be cumulative, may be exercised singularly or concurrently, and shall not be deemed exclusive. If any legal action is brought to enforce any obligations hereunder, the prevailing party shall be entitled to receive its attorneys' fees, court costs and other collection expenses, in addition to any other relief it may receive. This Agreement is not intended to provide any rights or remedies to any person or entity other than the parties and their respective successors and assigns.

12. **Compliance with Laws.** The parties agree to comply strictly with all applicable laws and regulations, including export control laws with respect to the Confidential Information. Each party acknowledges that each of the other parties is a U.S. corporation and Confidential Information provided by Discloser under this Agreement may be subject to the export laws and regulations of the United States. Accordingly, each party shall comply with all applicable provisions of U.S. export control laws with respect to any export of Discloser's Confidential Information.

13. **Governing Law; Venue; Dispute Resolution.** This Agreement shall be construed and enforced in accordance with the laws of the State of Texas. The parties shall use reasonable efforts to amicably resolve any dispute, claim or controversy arising out of or relating to this Agreement. Any judicial proceeding brought by or against any of the parties to this Agreement on any dispute arising out of this Agreement or any matter related hereto shall be brought exclusively in a Texas federal or state court of competent jurisdiction.

14. **No Trading in Common Stock.** Each party acknowledges that Tyler and Calix are publicly-traded companies listed on the New York Stock Exchange, and therefore agrees that any material, nonpublic Confidential Information regarding Tyler and Calix that is disclosed may not be used as a basis for trading in Tyler or Calix stock by a Recipient.

15. **Unauthorized Disclosure.** A Recipient shall immediately notify a Discloser upon the discovery of any loss or unauthorized disclosure or use of the Confidential Information of the Discloser.

16. **General.** This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes any prior written or oral agreements between the parties. No party will assign this Agreement, in whole or in part, without the prior written consent of both other parties. This Agreement will be binding upon and inure to the benefit of each party's successors and permitted assigns. Any notice required or permitted by this Agreement will be in writing and effective upon receipt, when sent by confirmed e-mail, delivered in person or mailed, postage prepaid, to the address of the party specified above. No failure of a party to enforce any rights under this Agreement will act as a waiver of such rights. If one or more provisions of this Agreement are held unenforceable, such provision(s) will be excluded from this Agreement and the balance of the Agreement will remain enforceable. This Agreement may not be modified without the prior written consent of all parties. The parties agree that signatures delivered by fax, scan, or other electronic means shall be considered original signatures for all purposes under this Agreement. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one instrument.

END OF NDA TERMS & CONDITIONS

AGENDA MEMORANDUM

BOARD: City Commission

AGENDA ITEM #: 9.L.
DATE SUBMITTED: November 18, 2022
MEETING DATE: November 21, 2022

FROM: Imelda Perez, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR: Anali Alanis

Agenda Item: Consideration and action, if any, on agreement with Garry Moore Amusements for carnival rides at City of Pharr Christmas Posada in the amount of $45,0000. **This item supports QL - Quality of Life.**

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

Issue: Agreement for carnival rides at the City of Pharr Christmas Posada.

Fiscal Consideration: (7) Rides and (1) Food Stand, plus games total in the amount of: $45,000

Staff Recommendation: Approval of agreement in the amount of $45,000.

Alternatives: N/A

Exclude Material from Public Packet? No
Reason: N/A

ROUTING:

Imelda Perez	Created/Initiated - 11/18/2022
Patricia Rigney	Approved - 11/18/2022
Karla Saavedra	Approved - 11/18/2022
City Management Office	Final Approval - 11/18/2022

AMUSEMENT CONTRACT
GARRY MOORE AMUSEMENTS
P.O. BOX 111, MERCEDES, TEXAS 78570
Email: crystal_moore_lasvegas@yahoo.com

This contract is made effective as of this ___ day of _____, 2022 by and between Garry Moore Amusements (hereinafter referred to as "G.M.A.") and City of Pharr, Texas (hereinafter referred to as "Client").

NOW, THEREFORE, in consideration of the mutual agreement herein contained:

G.M.A agrees to furnish to the client a combination of amusement rides to the City of Pharr on December 10, 2022.

G.M.A. shall provide their own insurance coverage in the amount of no less than $1,000,000.00 upon execution of this agreement and prior to deposit being paid. Coverage for insurance is only on carnival grounds and will not be responsible for any accidents occurring outer bounds, so long as they are not a result of any action or failure to act by G.M.A. G.M.A. shall provide insurance coverage for the days used for set up, the day of the event, and the day of take down.

G.M.A. will leave carnival grounds the same way it was before arrival. Carnival workers will pick-up all trash every closing night to ensure a clean/safe environment for everyone.

G.M.A. will provide their own RV hookups for multiple trailers along with water access for trailers and food trailers. Two RVs must remain next to carnival to ensure safety of carnival equipment.

G.M.A. has all rights to void contract if needs weren't met, family emergency, fire, accident, COVID/world health concerns, shutdowns/lockdowns, and any other pandemic happening, or gov/president have travel restrictions (state to state travel). Should G.M.A. void this contract for any reason, the full deposit will be refunded to Client immediately, unless an alternate date is set.

G.M.A. agrees to work with client to set an alternate date for carnival in event of cancellation or rescheduling for any reason. Guarantee/deposit have nothing to do with ticket sales or any other sales. It is strictly money to hire carnival.

Money to hire carnival: $45,000.

G.M.A. agrees to provide carnival rides for the public from 6:00 p.m. to 11:00 p.m.

a.m.(midnight) on day of event. Rides will operate for free. Games and food will be cash only. $45,000 due upon arrival. G.M.A. may arrive two (2) days early to set-up and do state inspections and then leaving the day after the event. If the event is cancelled by Client, G.M.A. will retain the deposit and apply it to a future agreed upon date.

Seven Rides total will be provided by G.M.A. to include:
(1) Starship, (2) Avalanche, (3) Zipper, (4) Ferris Wheel, (5) Boat, (6) Swings and (7) Reckless
(1) Food Stand and Games
(2) Bathrooms "must" be at carnival/site for workers

G.M.A strives to have safe, clean, and enjoyable family experience. We hope to more business in the future years and as always, God Bless.

The parties agree that any and all claims arising out of this agreement shall lie exclusively in the State and District Courts of Hidalgo County, Texas.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

GARRY MOORE AMUSEMENTS

BY: _____
Garry Moore/Owner

THE CITY OF PHARR

BY: _____
Anali Alanis, Interim City Manager

ATTEST:

BY: _____
Hilda Pedraza, City Clerk

Approved as to Form:

BY: _____
City Attorney