



**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, MARCH 18, 2024**

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. PROCLAMATIONS:

A) Proclamation proclaiming April 6, 2024 as Children's Advocacy Center of Hidalgo County Day.

3. 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.

4. 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

5. 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 March 2024. **This item supports SG - Sound Governance and Fiscal Sustainability.**

B) City Events of Interest

6. 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) Consideration and action, if any, authorizing City Manager to advertise to Request for Qualifications for the City of Pharr International Bridge Toll Collection System. **This item supports EV - Economic Vitality.** (PURCHASING)

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

1. Juan F. Garza, d/b/a Muelle 37, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption. The property is legally described as being a 0.073 acre tract of land, more or less, out of Lot 2, Browning Commercial Area Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1000 North Cage Boulevard, Suite A. CUP#150325 **This item supports EV - Economic Vitality.**

2. Mauricio Jaramillo, d/b/a Regency Fiesta, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being 0.102 acres out of Lot 1, Regency Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1020 West Ferguson Avenue. CUP#071271 **This item supports EV - Economic Vitality.**

REGULAR AGENDA - OPEN SESSION:

7. ORDINANCES AND RESOLUTIONS:

A) Consideration and action, if any, on Resolution authorizing the Pharr Fire Department to submit a grant application to the Federal Emergency Management Agency for Fiscal Year 2023 Assistance to Firefighter Grant Program. **This item supports SSC - Safe and Secure Community.** (FIRE)

B) Consideration and action, if any, on Resolution supporting Mexico paying their Water Debt. **This item supports QL - Quality of Life.** (ADMINISTRATION)

C) Consideration and action, if any, on Resolution to suspend the Statement of Intent to change rates proposed by AEP Texas and authorize the City to intervene in the Company's rate case proceeding before the Public Utility Commission in Docket No. 56165. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

D) Consideration and action, if any, on Resolution appointing/re-appointing four (4) members to the Community Development Council. (GMCD)

8. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, on Amendment No. 2 of the Construction Management Agreement with Brownstone Consultants, LLC for the Pharr International Bridge - Twin Bridge Expansion Project. **This item supports IF - Infrastructure.** (PURCHASING)

B) Consideration and action, if any, on Amendment No. 5 in the amount of \$1,500 with Halff Associates, Inc. for the Donations Acceptance Program (DAP) Fiscal Year 2016. **This item supports IF - Infrastructure.** (ENGINEERING)

C) Consideration and action, if any, on Agreement between the City of Pharr and Mariela Ruiz, CPA, PLLC for financial services **(TABLED)**. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

D) Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with Terracon Consultants, Inc., for Construction Material Testing Services for the Donation Acceptance Program for Fiscal Year 2016 at the Pharr Port of Entry. **This item supports IF - Infrastructure.** (ENGINEERING)

E) Consideration and action, if any, authorizing the City Manager to enter into a mutual aid agreement between Pharr EMS and Trans Starr EMS. **This item supports SSC - Safe and Secure Community.** (EMERGENCY MEDICAL SERVICES)

F) Consideration and action, if any, on Interlocal Agreement with Rio Grande Valley Emergency Communications District (RGV 9-1-1) and City of Pharr Public Safety Communications for use of 9-1-1 system. **This item supports SSC - Safe and Secure Community.** (COMMUNICATIONS)

G) Consideration and action, if any, to ratify Memorandum of Understanding (MOU) with Municipality of Zitacuaro Michoacan, Mexico, Pharr Economic Development Corporation II and the City of Pharr to devote joint efforts to attract business, industries and investors among others. **This item supports EV - Economic Vitality.** (PEDC II)

AGENDA REGULAR MEETING

March 18, 2024

9. 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.

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

11. ADJOURNMENT:

AGENDA REGULAR MEETING
March 18, 2024

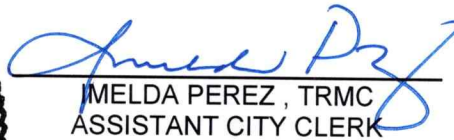
NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

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 15th day of March 2024 at 2:30 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 15th day of March 2024




IMELDA PEREZ, TRMC
ASSISTANT 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: _____

Proclamation



WHEREAS, Children’s Advocacy Center of Hidalgo and Starr Counties, a non-profit organization with centers in Mission, Edinburg, Roma and Weslaco was established in the year 2000 with a mission to reduce the emotional trauma of child abuse victims, and provide community education about the prevention of child abuse and to assist in the effective prosecution of those who perpetrate crimes against children; and

WHEREAS, Children's Advocacy Center of Hidalgo and Starr Counties is one of the 881 Children's Advocacy Centers nationwide, one of 68 in Texas and the first child-focused facility & community-based program of its kind in Hidalgo and Starr Counties; and

WHEREAS, in fiscal year 2023 the Children’s Advocacy Center of Hidalgo and Starr Counties, gave Hope, Healing and Justice to 2147 victims of child abuse by providing a safehaven with a child-friendly, non-institutional environment where young victims are not afraid to tell their story; and

WHEREAS, services include immediate crisis intervention, forensic interviews, forensic exams, family advocacy, mental health services, and community education; and

WHEREAS, to raise awareness and funds for the organization, the Children's Advocacy Center of Hidalgo and Starr Counties, is having their Annual Vinos Wine Extravaganza at the McAllen Convention Center ballroom on Saturday, April 6, 2024, from 7:00 pm – 11:00 pm, featuring delicious food, fine wines and amazing entertainment by Premier Showband Electric Circus and local favorite Dr. No.

NOW THEREFORE, I, Ambrosio Hernandez, Mayor of the City of Pharr, Texas by virtue of the authority vested in me and on behalf of the City Commission, do hereby proclaim March 18, 2024, as:

“Children’s Advocacy Center of Hidalgo County Day”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 18th day of March 2024.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 4.A.

DATE SUBMITTED: March 15, 2024

MEETING DATE: March 18, 2024

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

Created/Initiated - 3/15/2024



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.A.

DATE SUBMITTED: March 12, 2024

MEETING DATE: March 18, 2024

FROM: Jamison Merrick, Asst. Director of
Office of Organizational & Strategic
Excellence

DEPARTMENT: Finance

DIRECTOR: Jamison Merrick

Agenda Item: Submission of Sales Tax Collection Report for March 2024. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular

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

Issue: SALES TAX HIGHLIGHTS

The City of Pharr shows an INCREASE of 0.14% YTD TRUE GROWTH compared to last YTD March 2023 and -0.61% DECREASE compared to last MARCH 2023 payments.

Fiscal Consideration: N/A

Staff Recommendation: Presentation only.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Jamison Merrick
Jamison Merrick
Fabiola Sanchez
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created/Initiated - 3/12/2024
Approved - 3/12/2024
Approved - 3/13/2024
Approved - 3/13/2024
Approved - 3/14/2024
Final Approval - 3/14/2024



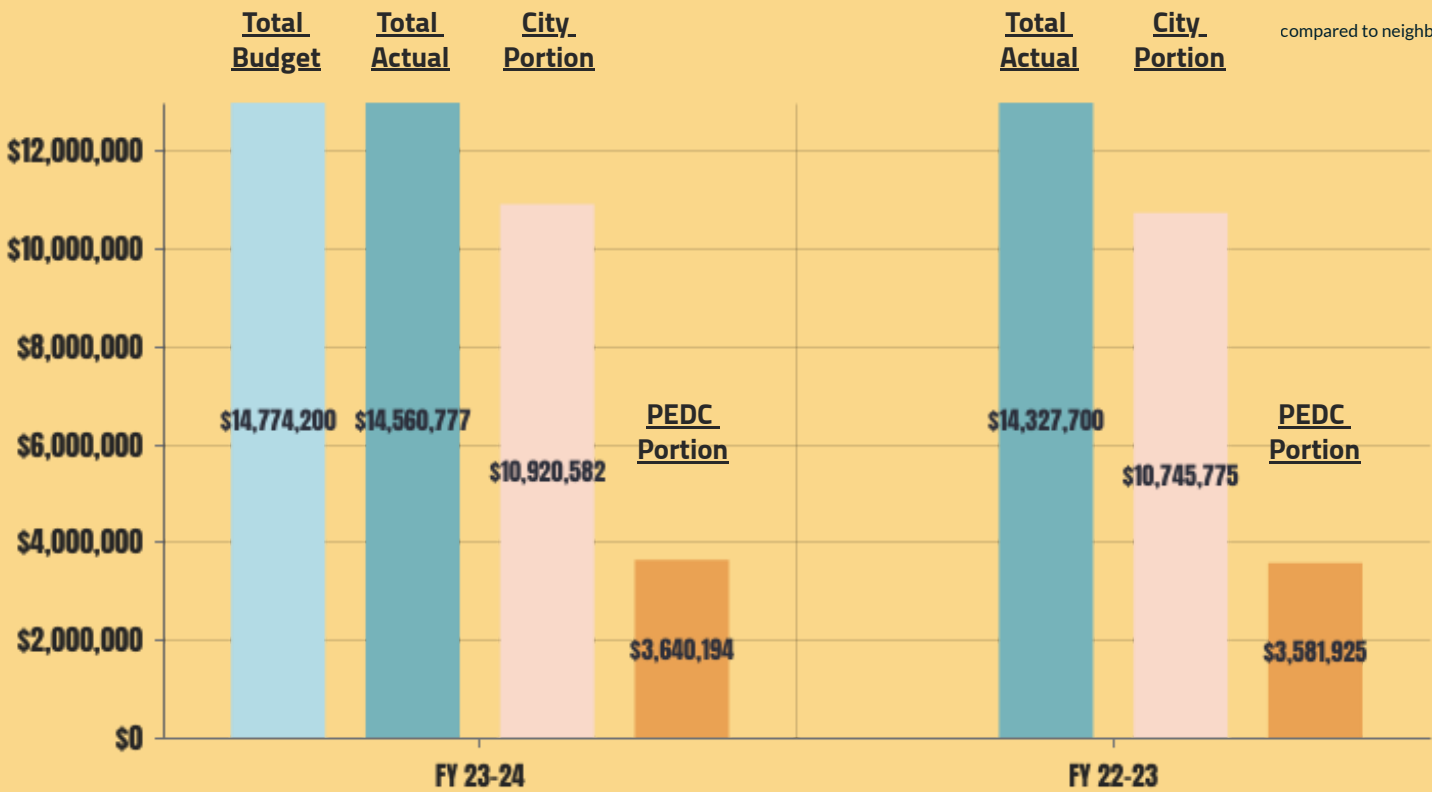
CITY OF PHARR SALES TAXES

as of March 2024
FY 2023-2024

SALES TAXES COLLECTIONS Cash Basis by Fiscal Year

Ranked
No. 5

compared to neighbor Cities



0.14% YTD

Increase in Sales Tax from
Last Year*



-0.61%

Compared to March 2023
Cash Basis.



-1.44%

Less than Budget

*Growth is based on Calendar Year per Texas State Comptroller
Fiscal Year Growth is 1.63%.





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 5.B.

DATE SUBMITTED: March 15, 2024

MEETING DATE: March 18, 2024

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

Created/Initiated - 3/15/2024



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.A.

DATE SUBMITTED: March 13, 2024

MEETING DATE: March 18, 2024

FROM: Maritza Magallan, Contract
Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Hilda Pedraza

Agenda Item: Consideration and action, if any, authorizing City Manager to advertise to Request for Qualifications for the City of Pharr International Bridge Toll Collection System. **This item supports EV - Economic Vitality.**

Classification: Consent

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

Issue: The City of Pharr would like to request for qualifications for a new Bridge Toll collection system.

(Project No. 2324-70-510-S26-28)

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval to advertise

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan

Hilda Pedraza

Luis Bazan

Ricardo Rodriguez

Fabiola Sanchez

City Management Office

Created/Initiated - 3/13/2024

Approved - 3/13/2024

Approved - 3/13/2024

Approved - 3/14/2024

Approved - 3/14/2024

Final Approval - 3/14/2024



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.B.

DATE SUBMITTED: March 15, 2024

MEETING DATE: March 18, 2024

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

Created/Initiated - 3/15/2024



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.B.1.

DATE SUBMITTED: March 12, 2024

MEETING DATE: March 18, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Juan F. Garza, d/b/a Muelle 37, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption. The property is legally described as being a 0.073 acre tract of land, more or less, out of Lot 2, Browning Commercial Area Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1000 North Cage Boulevard, Suite A. CUP#150325 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Juan F. Garza, d/b/a Muelle 37, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on premise consumption in a General Business District (C).

Fiscal Consideration: N/A

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

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 3/12/2024
Approved - 3/12/2024
Final Approval - 3/12/2024



MEMORANDUM

DATE: MONDAY, MARCH 18, 2024

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC FILE NO. CUP#150325 (MUELLE 37)

GENERAL INFORMATION:

APPLICANT: Juan F. Garza, d/b/a Muelle 37, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being a 0.073 acre tract of land, more or less, out of Lot 2, Browning Commercial Area Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1000 North Cage Boulevard, Suite A.

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

COMMENTS: **POLICE CHIEF:** Recommends approval of the Conditional Use Permit.

FIRE DEPARTMENT: Recommends approval of the Conditional Use Permit.

CODE COMPLIANCE: Recommends approval of the Conditional Use Permit.

HEALTH: Recommends approval of the Conditional Use Permit.

DEVELOPMENT SERVICES: Recommends approval of the Conditional Use Permit.

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



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

March 18, 2024

Conditional Use Permit **Renewal** for ABC –

Muelle 37

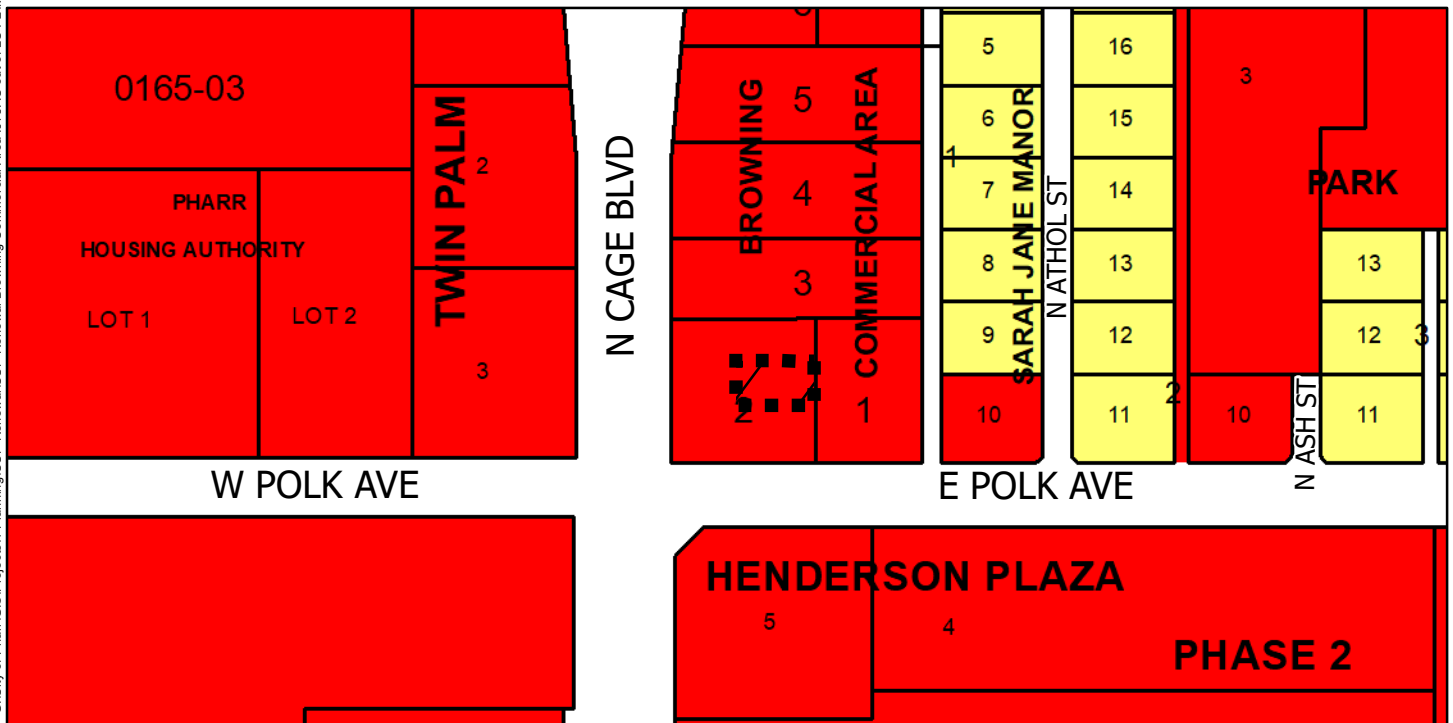
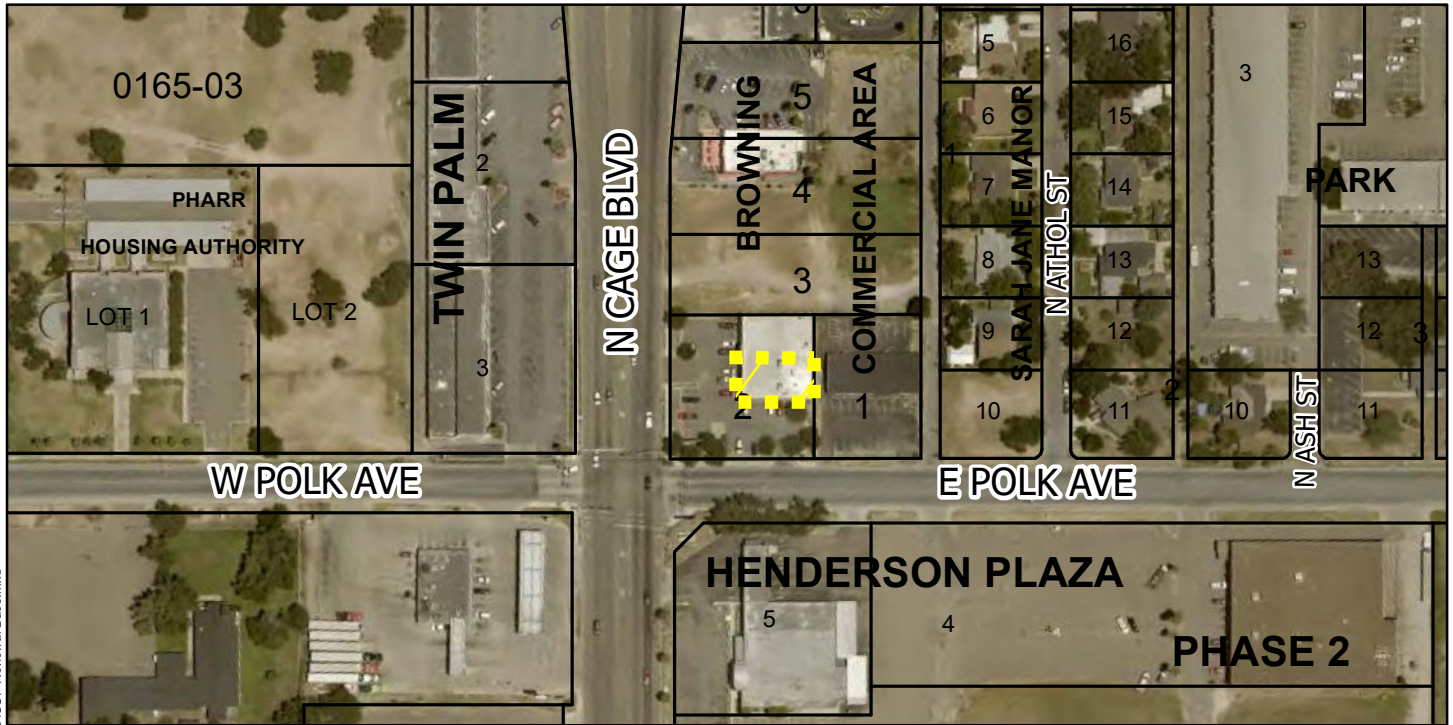
Background:

Juan F. Garza, d/b/a Muelle 37, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. This request constitutes the 8th renewal for Muelle 37.

The property is located at 1000 North Cage Boulevard, Suite A. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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



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





AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 6.B.2.

DATE SUBMITTED: March 12, 2024

MEETING DATE: March 18, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Mauricio Jaramillo, d/b/a Regency Fiesta, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption. The property is legally described as being 0.102 acres out of Lot 1, Regency Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 1020 West Ferguson Avenue. CUP#071271 **This item supports EV - Economic Vitality.**

Classification: Regular

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

Issue: Mauricio Jaramillo, d/b/a Regency Fiesta, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

Fiscal Consideration: N/A

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

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 3/12/2024
Approved - 3/12/2024
Final Approval - 3/12/2024



MEMORANDUM

DATE: MONDAY, MARCH 18, 2024

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT RENEWAL FOR ABC – FILE NO. CUP#071271 (REGENCY FIESTA)
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GENERAL INFORMATION:

APPLICANT: Mauricio Jaramillo, d/b/a Regency Fiesta, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C).

LEGAL DESCRIPTION: The property is legally described as being 0.102 acres out of Lot 1, Regency Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 1020 West Ferguson Avenue.

ZONING: The property is currently zoned General Business District (C). The adjacent zoning is General Business District (C) to the east, south and west and General Business District (C) and Agriculture and/or Open Space District (A-O) to the north. The area is generally designated for commercial use in the Land Use Plan.

COMMENTS: **POLICE CHIEF:** Recommends approval of the Conditional Use Permit.

**FIRE
DEPARTMENT:** Recommends approval of
the Conditional Use Permit.

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

HEALTH: Recommends approval of
the Conditional Use Permit.

**DEVELOPMENT
SERVICES:** Recommends approval of
the Conditional Use Permit.

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



Pharr



MAYOR Ambrosio Hernandez, MD

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

Executive Summary Letter

March 18, 2024

Conditional Use Permit **Renewal** for ABC –

Regency Fiesta

Background:

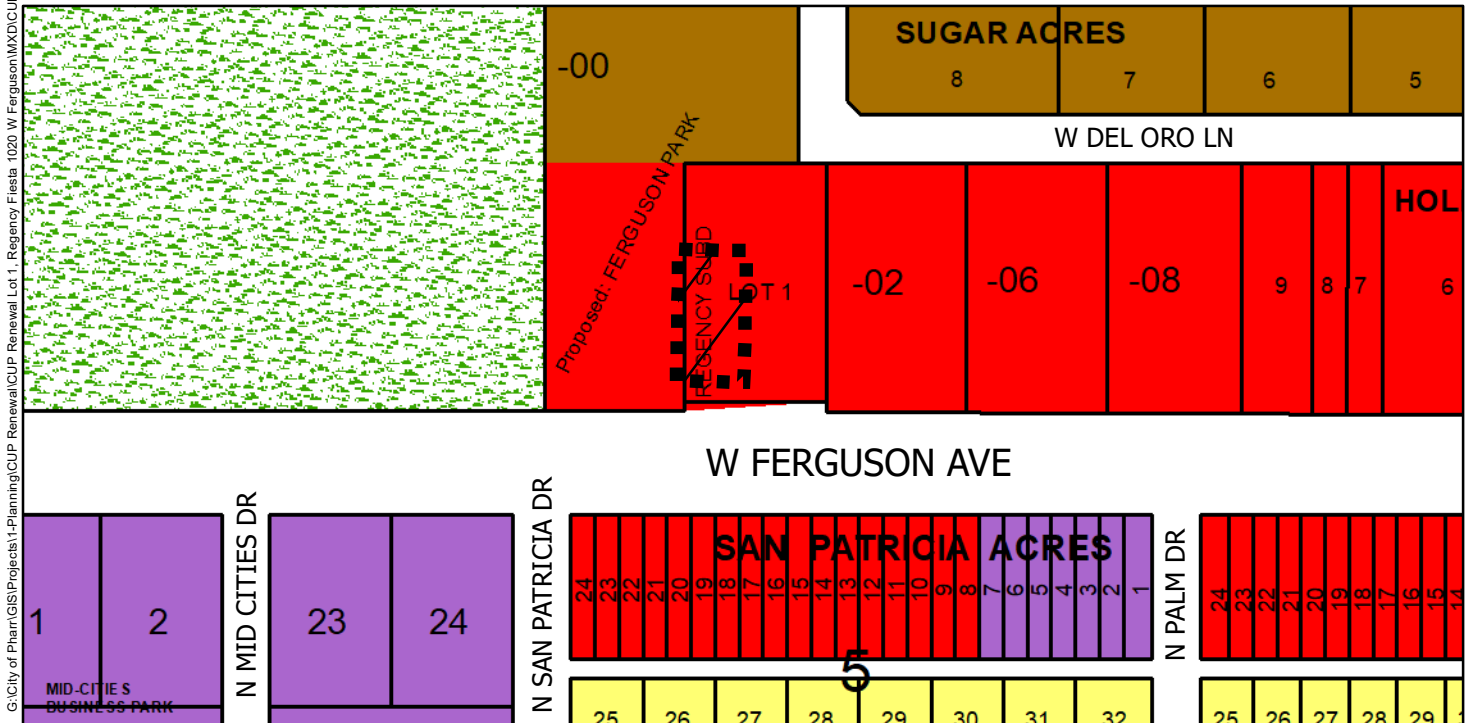
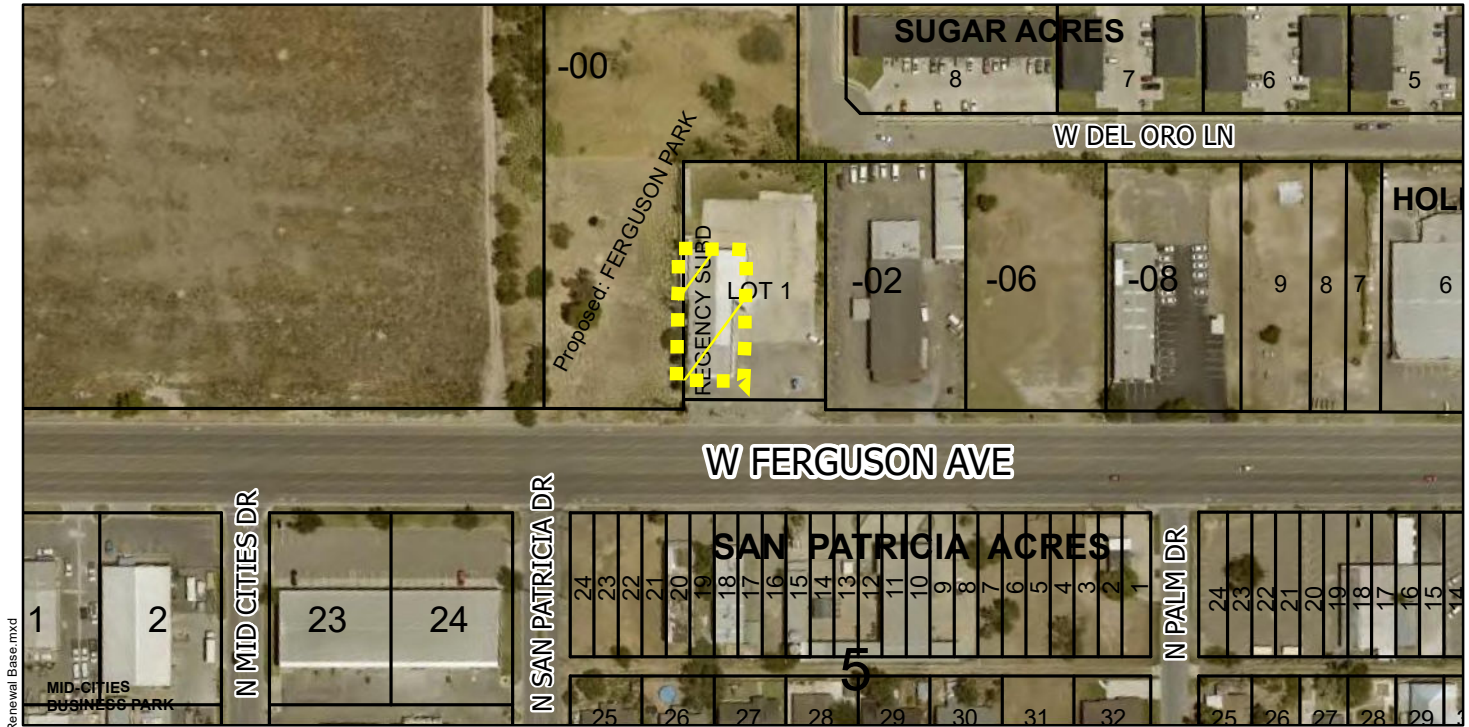
Mauricio Jaramillo, d/b/a Regency Fiesta, is requesting renewal of the Conditional Use Permit to allow the sale of alcoholic beverage for on-premise consumption. This request constitutes the 17th renewal for Regency Fiesta.

The property is located at 1020 W. Ferguson Avenue. It is zoned General Business District (C) and is in conformance with the Future Land Use Plan. All required inspections have been conducted and have passed.

Recommendations:

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

Conditional Use Permit Renewal
 Lot 1, Regency Fiesta
 Regency Fiesta/Mauricio Jaramillo



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

Scale: 1 inch = 200 feet

City of Pharr, Texas
 Engineering Department
 956.702.5355



Date: 3/12/2024



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.A.

DATE SUBMITTED: March 11, 2024

MEETING DATE: March 18, 2024

FROM: Pilar Rodriguez, Fire Chief

DEPARTMENT: Fire

DIRECTOR: Pilar Rodriguez

Agenda Item: Consideration and action, if any, on Resolution authorizing the Pharr Fire Department to submit a grant application to the Federal Emergency Management Agency for Fiscal Year 2023 Assistance to Firefighter Grant Program. **This item supports SSC - Safe and Secure Community.**

Classification: Regular

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

Issue: The Fire Department (FD) is in need of replacing aging Self Contained Breathing Apparatus (SCBA) that are utilized by Firefighters to enter into hazardous environments that are immediately dangerous to life and health. The SCBA are eligible for funding under the Federal Emergency Management's Fiscal Year 2023 Assistance to Firefighter Grant (AFG) Program.

The FD is proposing to submit a grant application for thirty (30) SCBA's in the amount of \$398,928.30. If the grant is awarded, the City's participation is 15% of the cost of the SCBA's, which is \$59,839.25.

Fiscal Consideration: It is anticipated that if the AFG is awarded, funds will not be required until Fiscal Year 2024-2025.

Staff Recommendation: Based on review by this office, staff recommends approval of the Resolution to authorize the submission of a grant application to FEMA for Fiscal Year 2023 AFG Program as presented.

Alternatives: Disapprove the resolution

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Pilar Rodriguez
Jamison Merrick
Ricardo Rodriguez
City Management Office

Created/Initiated - 3/11/2024
Approved - 3/14/2024
Approved - 3/14/2024
Final Approval - 3/14/2024

RESOLUTION NO. R-2024-_____

**Federal Emergency Management Agency
Fiscal Year 2023 Assistance to Firefighters Grant Program**

WHEREAS, the Federal Emergency Management Agency (FEMA) is accepting applications for the Fiscal Year 2023 Assistance to Firefighters Grant (AFG) Program to provide grants to meet the firefighting and emergency response needs of fire departments; and

WHEREAS, the Pharr City Commission finds it in the best interest of the citizens of Pharr to submit a grant application for the Fiscal Year 2023 AFG Program; and

WHEREAS, the purpose of the AFG Program is to obtain critically needed equipment, protective gear, emergency vehicles, training and other resources necessary for protecting the public and emergency personnel from fire and related hazards; and

WHEREAS, the City will be submitting a grant application for funding for self contained breathing apparatus in the amount of \$398,928.30; and

WHEREAS, the Pharr City Commission agrees to provide 15% matching funds as required by the AFG application; and

WHEREAS, The City of Pharr City Commission authorizes the City Manager as the grantee's authorized official. The authorized official is given the authority to apply for, accept, reject, alter, or terminate the grant on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED that the Pharr Board of Commissioners approves submitting the grant application for the FEMA 2023 Assistance to Firefighters Grant Program.

PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, ON THIS 18th DAY OF MARCH, 2024.

ATTEST:

CITY OF PHARR

Hilda Pedraza, City Clerk

Ambrosio Hernandez, Mayor

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 March 2024, 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 March 2024, ad.

City of Pharr

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.B.

DATE SUBMITTED: March 12, 2024

MEETING DATE: March 18, 2024

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Consideration and action, if any, on Resolution supporting Mexico paying their Water Debt. **This item supports QL - Quality of Life.**

Classification: Regular

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

Issue: The LRGVDC Board of Directors approved a resolution in support of Mexico paying their water debt at their meeting on June 28, 2023. Further, the Board of Directors is asking that the governing boards/commission place a similar resolution on their agendas for consideration and approval.

The following entities are accounted for and copies of their resolutions are on file and will be provided to a representative from an Irrigation District as they will be traveling to Washington D.C. to hand-deliver the resolutions.

LRGVDC
Hidalgo County
City of Hidalgo
Mission
San Juan
Laguna Vista
Raymondville
Irrigation Dist, - Harlingen

Fiscal Consideration: N/A

Staff Recommendation: Approval

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Ricardo Rodriguez
City Management Office

Created/Initiated - 3/12/2024
Approved - 3/12/2024
Final Approval - 3/15/2024

RESOLUTION NO. R-2024-__

WHEREAS, the Rio Grande is the only source of fresh water for the Rio Grande Valley of Texas; and,

WHEREAS, the Rio Grande flows are greatly dependent on inflows from Mexican tributaries that flow into the Rio Grande above Amistad and Falcon Reservoirs; and,

WHEREAS, the 1944 Treaty between the United States and Mexico allots to the United States one-third of the tributary inflow from six-named tributaries that flow into the Rio Grande above the international reservoirs and this one-third shall not be less than 350,000 acre-feet as an annual average over a cycle of five consecutive years; and,

WHEREAS, the only exception to the annual delivery of this water is if Mexico is experiencing extraordinary drought or has experienced serious accident to the hydraulic systems on the six-named tributaries; and,

WHEREAS, Mexico has accumulated over 2.9-million-acre feet of water in the reservoirs on the six-named tributaries since August 2022, and is an indication that Mexico is not in an extraordinary drought and there have been no reports of any accidents to their hydraulic systems; and,

WHEREAS, the current five-year Treaty Delivery Cycle commenced October 25, 2020, and Mexico is behind in their deliveries to the United States by over 550,000-acre feet of water; and,

WHEREAS, the United States ownership of water in the Amistad/Falcon Reservoir System is slightly less than one years' supply of water; and,

WHEREAS, Mexico has sufficient water in storage in the tributaries that the United States is entitled to receive water from and could release this water as called for by the 1944 Treaty.

NOW, THEREFORE, BE IT RESOLVED the City of Pharr strongly urges Mexico to comply with the terms of the 1944 Treaty and release the water due to the United States.

PASSED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS OF PHARR on this ____ day of March, 2024.

CITY OF PHARR:

Ambrosio Hernandez, Mayor

ATTEST:

Hilda Pedraza, City Clerk



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.C.

DATE SUBMITTED: March 14, 2024

MEETING DATE: March 18, 2024

FROM: Imelda Perez, Assistant City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Consideration and action, if any, on Resolution to suspend the Statement of Intent to change rates proposed by AEP Texas and authorize the City to intervene in the Company's rate case proceeding before the Public Utility Commission in Docket No. 56165. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular

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

Issue: On Resolution to suspend the Statement of Intent to change rates proposed by AEP Texas and authorize the City to intervene in the Company's rate case proceeding before the Public Utility Commission in Docket No. 56165.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
Ricardo Rodriguez
City Management Office

Created/Initiated - 3/14/2024
Approved - 3/15/2024
Final Approval - 3/15/2024

RESOLUTION NO. R-2024-__

RESOLUTION OF THE CITY OF PHARR SUSPENDING THE APRIL 4 2024 EFFECTIVE DATE OF AEP TEXAS INC.'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE CITIES SERVED BY AEP TEXAS AND AUTHORIZING INTERVENTION IN AEP TEXAS INC.'S REQUESTED RATE CHANGE PROCEEDINGS BEFORE THE COMMISSION; HIRING LLOYD GOSSELINK ATTORNEYS AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; REQUIRING REIMBURSEMENT OF CITIES' RATE CASE EXPENSES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL

WHEREAS, on or about February 29, 2024, AEP Texas Inc. ("AEP Texas" or "Company"), pursuant to Public Utility Regulatory Act ("PURA") §§ 33.001 and 36.001 filed with the City of Pharr ("City") a Statement of Intent to change electric delivery rates in all municipalities exercising original jurisdiction within its service area, effective April 4, 2024 and

WHEREAS, the City is an electric utility customer of AEP Texas and a regulatory authority with an interest in the rates and charges of AEP Texas; and

WHEREAS, the City is a member of the Cities Served by AEP Texas ("Cities"), a membership of similarly situated cities served by AEP that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in AEP Texas' service area; and

WHEREAS, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, the City retains its rights as a city with original jurisdiction including the right to suspend the application; and

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking activities are to be reimbursed by the regulated utility; and

WHEREAS, the City's consultants and attorneys recommend that the City suspend the application for further review.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PHARR, TEXAS:

SECTION 1. That the April 4, 2024, effective date of the rate request submitted by AEP Texas on or about February 29, 2024, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

SECTION 2. That the City joins other Cities Served by AEP Texas in this proceeding and, subject to the right to terminate employment at any time, hereby authorizes the hiring of Thomas Brocato of Lloyd Gosselink Rochelle and Townsend, P.C, and consultants to review the Company's filing, negotiate with the Company, make recommendations regarding reasonable rates and to direct any necessary administrative proceedings or court litigation associated with an appeal of city action.

SECTION 3. That the City shall work with Cities Served by AEP Texas in the review and evaluation of whether the proposed rates are appropriate, fair, just, and reasonable; and, intervene as a necessary party in the Public Utility Commission of Texas' consideration of AEP Texas' rate filing in Docket No. 56165 as it affects the customers in the unincorporated areas of AEP Texas' service territory.

SECTION 4. That the City's reasonable rate case expenses shall be reimbursed by AEP Texas.

SECTION 5. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 6. A copy of this Resolution shall be sent to AEP Texas, care of Jennifer Frederick, American Electric Power Company, 400 West 15th Street, Suite 1520, Austin, Texas 78701 (aepaustintx@aep.com), and to Thomas Brocato at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (tbrocato@lglawfirm.com).

PASSED AND APPROVED this 18th day of March, 2024.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

APPROVED AS TO FORM:

RICARDO RODRIGUEZ, CITY ATTORNEY



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 7.D.

DATE SUBMITTED: March 15, 2024

MEETING DATE: March 18, 2024

FROM: Sandra Regalado, Grants Manager

DEPARTMENT: GMCD

DIRECTOR: Cynthia Garza

Agenda Item: Consideration and action, if any, on Resolution appointing/re-appointing four (4) members to the Community Development Council.

Classification: Regular

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

Issue: The CDBG Community is needing to take action on its Board Members, Victor Alvarez (CT213), Lucio Gaitan (CT214), Norma Treviño (CT215), and Lisa Nuñez (CT217) who are up for re-appointment and whose terms will expire March 19, 2024.

Fiscal Consideration: n/a

Staff Recommendation: Staff recommends re-appointment of the four (4) board members.

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Sandra Regalado
Cynthia Garza
Ricardo Rodriguez
City Management Office

Created/Initiated - 3/15/2024
Approved - 3/15/2024
Approved - 3/15/2024
Final Approval - 3/15/2024

RESOLUTION NO. R-2024-__

WHEREAS, there is hereby created a City Community Development Council which serves in an advisory capacity to the Board of Commissioners, and its purpose is to review and coordinate data, vote on agenda items and to assist in the development of a system of priorities in the area of Community Development for the City of Pharr; and

WHEREAS, to the terms of Victor Alvarez (CT213), Lucio Gaitan (CT214), Norma Treviño (CT215), and Lisa Nuñez (CT217) will expire on March 19, 2024; and

WHEREAS, re-appointment of four (4) board members needs to be made at this time.

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

The following residents of the City of Pharr are hereby re-appointed members of the Community Development Council:

NAME	CENSUS TRACT	LENGTH OF TERM
1. _____	213	1-Year term (expiring 03/19/2024)
2. _____	214	2-Year term (expiring 03/19/2024)
3. _____	215	1-Year term (expiring 03/19/2024)
4. _____	217	1-Year term (expiring 03/19/2024)

PASSED AND APPROVED this ____ day of March 2024, 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 #: 8.A.

DATE SUBMITTED: February 28, 2024

MEETING DATE: March 18, 2024

FROM: Maritza Magallan, Contract
Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, on Amendment No. 2 of the Construction Management Agreement with Brownstone Consultants, LLC for the Pharr International Bridge - Twin Bridge Expansion Project. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: Amendment No. 2 Pharr International Bridge - Twin Bridge Expansion Project (Project No. 2021-70-510-S022-001)

Fiscal Consideration: N/A

Staff Recommendation: Approval of Amendment No. 2

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan

Mayra Gomez

Ruben Alfaro

Hilda Pedraza

Ricardo Rodriguez

Jamison Merrick

City Management Office

Created/Initiated - 2/28/2024

Approved - 2/28/2024

Approved - 2/29/2024

Approved - 3/1/2024

Approved - 3/1/2024

Approved - 3/1/2024

Final Approval - 3/1/2024

February 28, 2024

City of Pharr
Dr. Jonathan B. Flores
Interim City Manager
118 S. Cage Blvd.
Pharr, TX 78577

Re: Pharr International Bridge Expansion Project – Brownstone Consultants LLC Proposal for Construction Management Services Extension (Amendment No. 2)

Dear Dr. Flores,

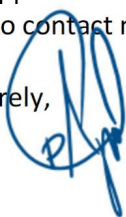
Attached is Brownstone's proposal to continue to provide Construction Management Services to the City of Pharr to complete the Pharr International Bridge Expansion Project. Brownstone Consultants remains committed to providing exceptional quality assurance and oversight as the City's representative to complete the project and continue working closely with TxDOT, General Services Administration (GSA), Customs and Border Protection (CBP), and other key stakeholders.

The proposal is based on the most recent project schedule and construction documents. The current project schedule shows a new completion date of October 2025 to complete the project. The proposal provides for ramping up to five full-time equivalents (FTEs) by the construction start date in August 2024.

Thus, we ask that you consider our proposal to amend the contract and associated fees so we can continue to provide the City of Pharr with the expected level of services required to see this project through to completion.

We appreciate the opportunity to continue to support the City of Pharr. If you have any questions, please feel free to contact me.

Sincerely,



Carlos Del Angel, PMP, CCM
Managing Partner
Brownstone Consultants LLC

PROPOSAL

Brownstone Consultants LLC is pleased to submit its proposal to continue providing Construction Management Services for the Pharr International Bridge Expansion Project in Pharr, Texas. This proposal is based on the following project assumptions.

| ASSUMPTIONS

1. The 100 % PS&E package provided by SEA has been reviewed and approved by TxDOT, FHWA, and all Authorities Having Jurisdiction (AHJs) and are the final plans that will be used for construction.
2. A contractor has not been selected for the construction of this project.
3. A contractor will be selected using the Competitive Sealed Bid method.
4. SEA is the design engineer of record, and they have time allocated for their specific construction administration tasks.
5. Brownstone estimates a construction duration of 15 months.
6. The estimated construction cost is approximately 56 Million Dollars (\$56,000,000.00).
7. The project consists of construction on the United States side. The Mexican construction oversight is **NOT** included.
8. Our proposal is based on a 5-day work week.
9. The estimated start of construction is August 2024.
10. The design team identified all underground utilities and all utility easements have been acquired.
11. The City of Pharr will procure the Construction Material Testing (CMT) Agency, and Brownstone will coordinate the testing-related tasks with such agency.

| SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT

Refer to Exhibit A for a complete scope of services.

| SCOPE OF SERVICES TO BE PROVIDED BY THE OWNER

Refer to Exhibit B for a complete scope of services.

| PROJECT SCHEDULE

Please refer to Exhibit C for the execution plan/project schedule.

| BASE FEE TOTAL

Stipulated Sum Fee of **Two Million, Two Hundred Fifty-Three Thousand, Six Hundred Eight Dollars and 00/100 (\$2,253,608.00).**

Please refer to Exhibit D (Standard Labor Rates) & D-1 (Fee Schedule).

| PAYMENT SCHEDULE

Please refer to Exhibit E for the payment schedule of values.

| ADDITIONAL SERVICES

Any services not stated in this proposal will constitute an additional service and will be billed at our hourly fee schedule (reference Exhibit D) or by separate proposal.

| EXCLUSIONS

This proposal excludes the following services:

- Architectural or Engineering Design Services
- Site Surveys and Platting
- Construction Materials Testing
- Environmental and Geotechnical Testing
- Commissioning

Should you have any questions regarding this proposal, do not hesitate to call me at (956) 307-3057.

Sincerely,



Carlos Del Angel, PMP, CCM
Managing Partner

EXHIBIT A – SCOPE OF SERVICES

1) Procurement Phase

- a) Assist the City of Pharr Purchasing & Engineering Departments in the preparation of bid documents. Bid documents will include, but are not limited to; bid advertisement, general conditions, special conditions, notices, bid tabulations, bid forms, etc.
- b) Contractor outreach and prequalification of Contractors. Brownstone will identify and conduct outreach to contractors who have the capacity and resources to successfully complete a project of this size and scope. Brownstone will develop an outreach log to document contractors and project interest.
- c) Coordinate and Conduct Pre-Bid Conference. Brownstone will assist the Engineer and the City of Pharr develop the meeting agenda and conduct/participate in the pre-bid conference.
- d) Assist in the development of responses to Contractors Pre-Bid questions. Brownstone will coordinate the receipt of questions from Contractors and ensure they are responded to prior to the deadline. Brownstone will assist the City of Pharr procurement department in developing and issuing the addendum with all questions and their respective responses.
- e) Coordinate the issuance of any Addendum(a) – Brownstone will coordinate the issuance of any addendum with the key stakeholders and ensure that any required concurrences are received prior to issuance.
- f) Bid Opening, Tabulation, Review and Analysis – Brownstone will be present at the bid opening and will document all bids received. Brownstone will review all responsive bids and prepare a bid tabulation indicating the bid prices for each item for each bidder along with the estimated prices for each bid. We will then analyze the bids for reasonable conformance to the estimated prices to determine if the contract should be awarded or if all bids should be rejected.
- g) Prepare formal recommendation letter and any state agency concurrence letters required (if applicable).
- h) Assist in contract development. – Brownstone will assist the City of Pharr’s Purchasing Department in developing and compiling all required contract documents in compliance with TxDOT’s local government development procedures.
- i) Updates to Project Budget. – After project letting, Brownstone will update the Total Project Cost (TPC) to include the construction contract amount. The project management information system (PMIS) budget module will also be updated to include the contractor’s schedule of values (SOV).
- j) Updates to Project Schedule. - After project letting, Brownstone will update the overall project schedule to include the contractor’s detailed construction schedule. The project management information system (PMIS) schedule module will also be updated to include the contractor’s detailed construction schedule.
- k) Develop and distribute monthly reports to Owner – On or around the 10th of every month, Brownstone will distribute a monthly report to the Owner detailing all project information and activities from the previous month. The monthly report will include but is not limited to executive summary, issues, budget, schedule, tasks, and thirty-day look ahead.
- l) Assist in the procurement of other project consultants – Brownstone will assist in the selection and procurement of other required project consultants. These consultants include but are not limited to, construction materials testing, furniture, commissioning, and AVIT.
- m) Meetings and Coordination for Project Development – Brownstone will conduct both scheduled and impromptu meetings with the City of Pharr and other stakeholders throughout all phases of the project. These meetings include bi-weekly project status meetings, monthly updates to executive management, monthly bridge board meetings, meetings with various city

EXHIBIT A – SCOPE OF SERVICES

departments, meetings with the design team, internal meetings, and any required site visits prior to construction.

2) Construction Phase

- a) Attend the project coordination meeting – Brownstone will assist the City of Pharr in organizing and facilitating the project coordination meeting with TxDOT.
- b) Organize and facilitate a Pre-Construction Conference. – Brownstone will assist the City of Pharr in organizing and facilitating a Pre-Construction Conference with all parties, including TxDOT.
- c) Develop and coordinate issuance of NTP. – Brownstone will assist the City of Pharr in developing and issuing the Notice to Proceed (NTP) letter. We will ensure that all contract execution requirements have been met prior to issuing the NTP and that the NTP letter contains the date of commencement and the method of time charges.
- d) Administer the construction contract. To include but not limited to:
 - i) Environmental Compliance
 - (1) Monitor the project for environmental commitments as noted in the EPIC sheets.
 - (2) Perform site inspections of implemented SW3P controls.
 - (3) Ensure the contractor maintains and revises SW3P devices as warranted in the field and per the plans.
 - ii) Records Organization and Retention (Record Keeping) – Brownstone will create an organization system at the beginning of the project and properly store documents as they are received. An electronic folder filing system will be created for each required element of the project. This will include but is not limited to, RFI's, Submittals, DBE, SW3P, Shop Drawings, Transmittals, etc.
 - iii) Specification Compliance – Brownstone will ensure that the contract elements included in the P, S, & E and the bid documents are adhered to by the selected Contractor.
 - iv) Davis Bacon Implementation and Oversight
 - (1) Review payment statements for completeness and certification.
 - (2) Conduct employee interviews.
- e) Ensure subcontractor compliance. To include but not limited to:
 - i) Approve subcontracts and retain copies for the project files.
 - ii) Assure the subcontractor is not debarred.
 - iii) Monitor the prime contract self-performance requirement.
- f) Conduct/Attend bi-weekly construction meetings -
- g) Daily Site Visits to monitor and record construction activities. Daily reports will be developed using the Raken App Software and will be distributed to the team at predetermined intervals.
 - i) Develop daily reports documenting the following:
 - (1) Safety
 - (2) Location
 - (3) Weather
 - (4) Crews - Manpower
 - (5) Material on Hand (Quantities)
 - (6) Equipment
 - (7) Images (Progress Photos)
 - (8) Production
 - (9) Issues
 - (10) As-builts Review

EXHIBIT A – SCOPE OF SERVICES

- (11)Quality Assurance
- (12)Delays
- (13)SW3P
- (14)Traffic Control Compliance
- (15)Non- project Visitors
- (16)Construction Material Testing (if applicable)
- h) Monthly aerial project progress photos.
- i) Quality Assurance Program – Implement the City of Pharr’s adopted quality assurance program to ensure the materials and workmanship incorporated into the project are in conformance with the approved plans and specifications.
- j) Coordinate change management process. Review Contract Change Directives (CCD's) and Proposed Change Orders (PCO's). Prepare and process Contingency Expenditure Authorizations (CEA's) and Change Orders for Owner (CO's) as needed.
- k) Coordinate construction material testing and review CMT reports. Develop failed test log to ensure deficiencies are cleared and retest are charged to the Contractor.
- l) Perform QA reviews of applications for payment, execute and distribute to the City.
- m) Updates to Project Budget. - After construction starts, Brownstone will update the Total Project Cost (TPC) monthly to include work completed to date. The project management information system (PMIS) budget module will also be updated to include the contractor’s most recent application for payment.
- n) Updates to Project Schedule. - After construction starts, Brownstone will update the overall project schedule monthly to include the contractor’s scheduled activities. The project management information system (PMIS) schedule module will also be updated.
- o) Develop and distribute monthly report to Owner. - On or around the 10th of every month, Brownstone will distribute a monthly report to the Owner detailing all project information and activities from the previous month. The monthly report will include but is not limited to executive summary, issues, budget, schedule, tasks, and thirty-day look ahead.
- p) Meetings and Coordination for Project Development. - Brownstone will conduct both scheduled and impromptu meetings with the City of Pharr and other stakeholders throughout all phases of the project. These meetings include bi-weekly project status meetings, monthly updates to executive management, monthly bridge board meetings, meetings with various city departments, meetings with the design team, internal meetings, and any required site visits prior to construction.
- q) Participate in the development of the punch-list and make recommendations on the issuance of certificates of substantial completion.

3) Post-Construction Phase

- a) Conduct final inspections with Contractor and City personnel. Participate in and make recommendations on the issuance of the certificate of final completion.
- b) Ensure that the efforts of City departments are coordinated with the Contractor activities.
- c) Manage and facilitate the implementation of all commissioning processes through project completion.
- d) Assist in coordinating equipment installation as requested by the City and key stakeholders.
- e) Administer post construction close-out, start-up, and transition to operation including ensuring receipt of all operations and maintenance manuals, warranties, and as-built drawings.
- f) Attend and video record (if applicable) all equipment trainings. All videos will be catalogued in the close out documents.

EXHIBIT A – SCOPE OF SERVICES

- g) Expedite final Project close out and approval for final payment and assist in all post construction dispute resolution as necessary.
- h) Coordinate “as-built” drawings with the contractor and Architect/Engineer of record.
- i) Review close-out requirements and documentation submitted by the Contractor.
- j) Prepare and issue final reconciliation change order and provide recommendation for final payment.

EXHIBIT B
SCOPE OF SERVICES TO BE PROVIDED BY OWNER

In addition to other responsibilities of the Owner, as set forth in the Agreement, the Owner shall:

1. Provide the Consultant with information as to the Owner's requirements for the project, including design objectives and constraints, space, capability, and performance requirements, security needs, flexibility, expandability, and budgetary limitations.
2. Furnish copies of the Owner's standard forms, conditions, and related documents for inclusion in the project, when applicable.
3. Furnish Consultant any other available information pertinent to the Project, including any reports and data relative to previous design efforts, or investigations at or adjacent to the Site.



EXHIBIT D - LABOR RATE SCHEDULE

Labor Category / Personnel	Base Rate	2024 Contract Rate
Principal in Charge / Executive	\$ 104.00	\$ 289.22
Senior Construction Manager (CCM/PMP)	\$ 86.50	\$ 240.56
Construction Manager	\$ 72.00	\$ 200.23
Assistant Construction Manager	\$ 58.00	\$ 161.30
Project Engineer	\$ 44.00	\$ 122.36
Sr. Construction Inspector	\$ 43.50	\$ 120.97
Construction Inspector	\$ 36.00	\$ 100.12
Record Keeper	\$ 32.00	\$ 88.99
Unmanned Aircraft System (UAS) Pilot - Drone	\$ 30.00	\$ 83.43
Project Control Specialist	\$ 28.00	\$ 77.87
Admin/Clerical	\$ 22.00	\$ 61.18
Direct Expenses	Rate	
Travel		
Lodging (per night)	\$ 150.00	
Per Diem (Meals)	\$ 60.00	
Airfare	Cost	
Car Rental (per day)	\$ 60.00	
Parking	Cost	
Mileage (per mile)	\$ 0.655	
Copies		
8.5 x 11 (per sheet)	\$ 1.00	
11 x 17 (per sheet)	\$ 2.00	
Overnight Mail (EA)	\$ 25.00	
Unmanned Aircraft System (UAS) Flight - Drone (per hour)	\$ 250.00	
<i>Contract Rates include labor, overhead, and profit. Once rates are negotiated, they are not subject to change or adjustment.</i>		

EXHIBIT D-1

Construction Management Services - Fee Proposal - Brownstone

Direct (Billable) Hours / Year	1920	FEE SUMMARY			
Annual Hourly Rate Increase	3.0%	Year	Hours	CM Fee	
Hours per Month	160	2023	-	\$	-
		2024	7,112	\$	1,035,158
		2025	8,400	\$	1,185,490
		2026	-	\$	-
		Sub-Total Billable Hourly Fee	\$	2,220,648	
DIRECT EXPENSES					
		TYPE	UNIT	TOTAL	
		Utility Vehicle	month		
		Drone Flights	hour	\$	12,000
		mileage	mile	\$	20,960
		Sub-Total Direct Expenses		\$	32,960
		Total		\$	2,253,608

Construction Management Team	Rate 2024
Principal in Charge / Executive	\$ 289.22
Senior Project Manager (PMP/CCM/PE)	\$ 240.56
Project Manager (PE)	\$ 200.23
Assistant Project Managers/Engineers	\$ 200.23
Assistant Project Manager	\$ 161.30
Project Engineers	\$ 122.36
Support Team	
Sr. Construction Inspector	\$ 120.97
Construction Inspector	\$ 100.12
Sr. Record Keeper	\$ 120.00
Unmanned Aircraft System (UAS) Pilot - Drone	\$ 83.43
Project Control Specialist	\$ 77.87
Admin/Clerical	\$ 61.18

2024

Role	Jan-24		Feb-24		Mar-24		Apr-24		May-24		Jun-24		Jul-24		Aug-24		Sep-24		Oct-24		Nov-24		Dec-24		Total Hrs	Amount
	FTE		FTE		FTE		FTE		FTE		FTE		FTE		FTE		FTE		FTE		FTE		FTE			
Principal in Charge / Executive																										
Senior Project Manager (PMP/CCM/PE)																										
Project Manager (PE)																										
Sr. Construction Inspector																										
Construction Inspector																										
Sr. Record Keeper																										
Unmanned Aircraft System (UAS) Pilot - Drone																										
Admin/Clerical																										
																				</						

2025

Role	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Total Hrs	Amount	
Principal in Charge / Executive													160	\$ 46,275	
Senior Project Manager (PMP/CCM/PE)													800	\$ 192,448	
Project Manager (PE)													1,600	\$ 320,368	
Sr. Construction Inspector													1,600	\$ 193,552	
Construction Inspector													3,200	\$ 320,364	
Sr. Record Keeper													800	\$ 96,000	
Unmanned Aircraft System (UAS) Pilot - Drone													80	\$ 6,674	
Admin/Clerical													160	\$ 9,789	
Total	5.25	5.25	5.25	5.25	5.25	5.25	5.25	5.25	5.25	5.25	-	-	8,400	\$ 1,185,490	
Avg. Monthly Hours/Billing														1,680	\$ 98,791
\$ 118,549.04 \$ 118,549.04 \$ 118,549.04 \$ 118,549.04 \$ 118,549.04 \$ 118,549.04 \$ 118,549.04 \$ 118,549.04 \$ 118,549.04 \$ 118,549.04 \$ 118,549.04 \$ 118,549.04 \$ 118,549.04 \$ 118,549.04															

Exhibit "E"

PAYMENT SCHEDULE OF VALUES

INV #	Month/Year	Monthly	Cumulative	Project Phase
1	Mar-24	\$ 80,871.52	\$ 80,872	Procurement
2	Apr-24	\$ 83,185.28	\$ 164,057	Procurement
3	May-24	\$ 92,785.28	\$ 256,842	Procurement
4	Jun-24	\$ 92,785.28	\$ 349,627	Procurement
5	Jul-24	\$ 92,785.28	\$ 442,413	Construction
6	Aug-24	\$118,549.04	\$ 560,962	Construction
7	Sep-24	\$118,549.04	\$ 679,511	Construction
8	Oct-24	\$118,549.04	\$ 798,060	Construction
9	Nov-24	\$118,549.04	\$ 916,609	Construction
10	Dec-24	\$118,549.04	\$ 1,035,158	Construction
11	Jan-25	\$118,549.04	\$ 1,153,707	Construction
12	Feb-25	\$118,549.04	\$ 1,272,256	Construction
13	Mar-25	\$118,549.04	\$ 1,390,805	Construction
14	Apr-25	\$118,549.04	\$ 1,509,354	Construction
15	May-25	\$118,549.04	\$ 1,627,903	Construction
16	Jun-25	\$118,549.04	\$ 1,746,452	Construction
17	Jul-25	\$118,549.04	\$ 1,865,001	Construction
18	Aug-25	\$118,549.04	\$ 1,983,550	Construction
19	Sep-25	\$118,549.04	\$ 2,102,099	Construction
20	Oct-25	\$118,549.04	\$ 2,220,648	Construction

BY AND BETWEEN THE CITY OF PHARR, AS OWNER, AND BROWNSTONE CONSULTANTS LLC AS
CONSTRUCTION MANAGER FOR THE PIB PROJECT



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.B.

DATE SUBMITTED: March 13, 2024

MEETING DATE: March 18, 2024

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, on Amendment No. 5 in the amount of \$1,500 with Halff Associates, Inc. for the Donations Acceptance Program (DAP) Fiscal Year 2016. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: Amendment Number 5 to the Professional Engineering Services Agreement with Halff for DAP FY 16 is for Professional Bidding Services. Halff will be available to provide technical support during the bidding phase of the project.
(Project #1617-01-528-0081)

Fiscal Consideration:

Original Contract: \$62,000

Amendment No. 1: \$1,705,800

Amendment No. 2: \$132,000

Amendment No. 3: \$59,000

Amendment No. 4: \$85,000

Amendment No. 5: \$1,500

Total: \$2,044,300

Staff Recommendation: Staff recommends approval of Amendment Number 5 in the amount of \$1,500 with Halff for DAP FY 16.

Alternatives: No alternative. As the design engineer for the project, only Halff can respond to technical questions posed by bidders about the plans.

Exclude Material from Public Packet? No

Reason: No exclusion.

ROUTING:

Maria Rangel

Ruben Alfaro

Maritza Magallan

Fabiola Sanchez

Ricardo Rodriguez

City Management Office

Created/Initiated - 3/13/2024

Approved - 3/15/2024

Approved - 3/15/2024

Approved - 3/15/2024

Approved - 3/15/2024

Final Approval - 3/15/2024

**PROJECT AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES**

AMENDMENT NO. 5

The Contract between **Halff Associates, Inc.**, and the **City of Pharr**, which was executed by the parties on **August 7, 2017** for the design of the **FY16 Donations Acceptance Program (DAP) - Pharr LPOE Cargo Inspection Dock & Cold Inspection Facility Expansion and Agriculture Lab & Training Center Facility**, is hereby amended by mutual agreement as follows:

- A. Modification to Section 1 – Scope of Work – Additional Scope of Work for Professional Bidding Services as outlined in Exhibit A
- B. Modification to Section 5 – Professional Service Fee – Increase to Fee of \$1,500 as stated in Exhibit A

This amendment adds **\$1,500** to the contract and the maximum total payable under the entire contract, including all amendments, is changed from \$ 2,042,800.00 to **\$ 2,044,300.00.**

All other terms and conditions of the existing contract not changed by this Amendment shall remain in full force and effect.

APPROVAL OF AMENDMENT NO. 5

**Halff Associates, Inc.
5000 W Military Hwy #100,
McAllen, TX 78503**

ENGINEERING FIRM

By: _____

Robert L. Saenz, PE, CFM, PMP
Vice President
Halff Associates, Inc.
(ENGINEER)

SIGNED on this the _____ day of _____, 20 ____.

Dr. Jonathan B. Flores
City Manager
City of Pharr, Texas

SIGNED on this the _____ day of _____, 20 ____.



Exhibit A

March 7, 2024
P57325.001

Luis Bazan, Bridge Director
City of Pharr – International Bridge
9900 S. Cage Blvd.
Pharr, TX 78577

Re: Proposal for Professional Bidding Services Project No. 2324-71-510-C03-260 FY 16 DAP – Dock Expansion Phase I, Phase II and Agricultural Lab

Dear Mr. Bazan,

We are pleased to submit this proposal to provide professional bidding services for the City of Pharr Contract no. C1617-01-528-0081-A Project. We are excited to be a part of your team and look forward to contributing our expertise to ensure a successful project.

Attachment “A” provides our proposed scope of services and fees. The proposed fees identified shall be considered lump sum for the project, unless otherwise noted, and will not be exceeded without your prior approval. Our services will be invoiced monthly based on a percent of completion of the total lump sum.

Direct costs including review fees, printing and reproduction, postage messenger services, long distance telephone calls and travel will be considered reimbursable expenses. Reimbursable expenses will be billed separately at 1.10 times the direct cost incurred.

The proposed fees established are based on the information provided by the Owner or Client. The proposed fees identified do not include scope revisions or additions once the project is underway. Additional work requested by the Owner or Client will require a revision to the scope and fees established in this proposal.

We trust this proposal meets your requirements for this project. We appreciate the opportunity to be of service to you and trust that our association on this project will be mutually beneficial. **Please sign below acknowledging your approval of this proposal consisting of this cover letter (1 page), Attachment “A” (1 page).** We will commence services upon receipt of the executed proposal with signature below.

We are excited to be working with you and look forward to expanding our working relationship in the future.

Respectfully,

A handwritten signature in blue ink, reading "Roxxie De La Cruz".

Roxxie De La Cruz, PE
Land Development Team Leader

Approved by:

Signature

Print Name

Date

ATTACHMENT “A” PROFESSIONAL SERVICES

This scope of work will include the following activities:

Task 1: Meetings and Project Coordination

- Halff will attend the Pre-Bid Conference scheduled for March 11, 2024.
- Halff will attend the Bid Opening scheduled for March 21, 2024.

Task 2: Technical Bidding Phase Services

- Answer Questions Regarding Construction Documents
- Development of any Addendum Packages

Fee Summary

TASK	FEE AMOUNT
Professional Services	
1. Meetings and Project Coordination	\$1,500
2. Technical Bidding Phase Services	Hourly not to Exceed \$5,000

Unless otherwise stated, fees quoted in this proposal exclude state and federal sales taxes on professional services. Current Texas law requires assessment of sales tax, on certain kinds of surveying services, but does not require sales taxes on other professional services. In the event that new or additional state or federal taxes are implemented on the professional services provided under this contract during the term of the work, such taxes will be added to the applicable billings and will be in addition to the quoted fees.



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.C.

DATE SUBMITTED: March 8, 2024

MEETING DATE: March 18, 2024

FROM: Hilda Pedraza, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Consideration and action, if any, on Agreement between the City of Pharr and Mariela Ruiz, CPA, PLLC for financial services **(TABLED)**. This item supports **SG - Sound Governance and Fiscal Sustainability**.

Classification: Regular

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

Issue: The City of Pharr wishes to enter into a non-exclusive ancillary business services agreement with Mariela Ruiz, CPA, PLLC for financial services as listed in Exhibit A.

Fiscal Consideration: \$15,000 flat-fee. The fee will include an annual maximum of 900 hours. Any additional hours will be billed at a \$250 hourly rate.

Staff Recommendation: Staff recommends approval.

Alternatives: Not to approve.

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Hilda Pedraza
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created/Initiated - 3/8/2024
Approved - 3/15/2024
Approved - 3/15/2024
Final Approval - 3/15/2024



NON-EXCLUSIVE ANCILLARY BUSINESS SERVICES AGREEMENT

This Agreement is dated March 13, 2024, and is between the **City of Pharr** (Company and hereinafter referred to as Client(s)), and **Mariela Ruiz, CPA, PLLC** (Provider) to represent the Client(s) as non-exclusive ancillary business services providers. The Parties agree as follows:

Services

Services will include, but may not be limited to the items listed in Exhibit "A".

Fee/Expenses

Client will pay Provider a flat-fee of **\$15,000** to be paid pursuant to the following schedule/terms:

Monthly on the 1st of the Month and continuing until terminated pursuant to this agreement to begin April 1, 2024. Fee will include an annual maximum of 900 hours. Any additional hours will be billed at \$250 hourly rate.

In addition to the fee, as described above, Provider will be entitled to be reimbursed for our actual out-of-pocket expenses which we call "hard-costs." This represents actual expenses paid by Provider on Clients' behalf (e.g., travel, filing fees, software fees, etc.). Provider does not seek reimbursement or charge for internal expenses or general overhead (e.g., paper, faxes, minimal in-house copies).

Representation Outside the Scope of this Agreement

This Agreement does not apply to any other or subsequent matters not described in Exhibit A. If unanticipated needs arise that are not covered by this Agreement then we may agree to perform such work at a separate, mutually agreed upon fee.

Conflicts

This is a non-exclusive agreement and Provider will continue the active and general practice of the offered services. Provider represents and provides the described services to many other companies and individuals. It is possible that during the time we are representing and/or providing services to Client(s), some of our present or future Client(s) will have disputes, transactions or may be in direct or indirect competition with Client(s) and/or their affiliates. We will not disclose to other Client(s) any confidential information received during the course of our representation of Client(s).

Withdrawal/Termination

Provider reserves the right to withdraw from representation and provision of services at any time and for any reason, subject to applicable rules of professional or ethical conduct. Reasons from withdrawing may include, but are not limited to, nonpayment of agreed fees, failure to cooperate or follow advice on a material matter, or Provider becomes aware of any fact or circumstance that would, in our view, render our continuing representation and provision of services unfeasible, unlawful or unethical.

Client may terminate this agreement at any time and for any reason but must agree to compensate Provider for 90 days after the end of the month during which Client notifies Provider of termination. If Client(s) request, Provider will return original papers and property to Client(s) promptly consistent with our need to ensure payment of any outstanding bills for services up to the point of termination. Provider may retain copies of the documents and will keep any propriety work-product, pertaining to the representation of and provision of services to Client(s). For various reasons, including the minimization of unnecessary storage expenses, we may destroy or otherwise dispose of documents and materials after termination of the engagement.

Independent Contractor

Provider is acting as an independent contractor in the performance of these services, and nothing in this

agreement shall be deemed to create an employment relationship between Client and Provider pursuant to applicable U.S. Tax Codes and Regulations. Provider shall in no event be entitled to participate in, or to receive any benefits from, any of Client's benefit plans. Further, Provider shall be responsible for payment of all Federal, state and local income taxes, social security taxes, and all other assessments, taxes, contributions or sums payable with respect to the fee described above.

Non-Solicitation Clause

Client will not solicit, divert, contact, or call upon employees of the Provider with the intent of hiring them to replace the Provider's contract without the express written notification and consent of the Provider within a twelve-month period post termination of contract.

Electronic Communications

We primarily communicate with our clients using fax machines, mobile phones, encrypted web-services, and email. These forms of communication are not completely secure against unauthorized access. There is some risk of disclosure and loss of privilege or confidentiality in using these forms of communication because they do not ensure the confidentiality of their contents. If you object to our using any one or more of these forms of communication, please let us know immediately and we will attempt to honor that request.

Disclaimer

The services provided are intended solely for the information and use of Client(s) and is not intended to be and should not be used by anyone other than Client(s). The objective is to assist Client(s) without undertaking to obtain or provide any assurance that there are no material modifications that should be made to financial statements or reports. The Client(s) are ultimately responsible for the preparation and fair presentation of financial information, statements, and reports to any governing boards or governmental agencies and is responsible for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial information, statements and reports. The services provided may influence the Client(s) conclusions about the Company's financial position, results of operations, and cash flows. Accordingly, the services are not designed for those who are not informed about such matters.

Entire Agreement

This Agreement contains the entire Agreement between the Client(s) and Provider. No change, addition or amendment shall be made, except by written agreement signed by the Client(s) and Provider.

THIS AGREEMENT IS ENTERED INTO ON THE DATE WRITTEN IN THE INTRODUCTORY PARAGRAPH.

APPROVED AND ACCEPTED BY CLIENT(s):

X _____
(Print Name) _____ Title: _____ Date: _____

APPROVED AND ACCEPTED BY PROVIDER:

X _____
(Print Name) Mariela Ruiz Title: CPA Date: _____

Exhibit “A”

Non-Exclusive Ancillary Business Services

CHECK AGREED SERVICES:

- ☐ **Virtual CFO & Controller Services:** The CFO advisory services are a hybrid between CFO and Controller advisory services, to assist you in standard compliance & business strategic planning.
- Oversee your accounting systems to ensure proper bookkeeping and reporting
 - Monitor the financial health and well-being of the business
 - Budgets and forecasts to help measure business performance
 - Help managing and forecasting cash flow assumptions and needs
 - Guidance in strategic planning relating to growth and expansion
 - Financial insight and guidance on all company decisions and issues
 - Quarterly financial presentations to management and semi-annual financial presentations to relevant individuals responsible for overseeing and making decisions for the organization
- ☐ **Financial & Business Consulting:** Our multidisciplinary approach allows us to evaluate businesses and their challenges holistically, and to work collaboratively with clients to create tailored long-term solutions. Our goal is to help our clients drive profitable and sustainable growth and achieve their performance objectives through consulting efforts related to detail analysis of the following:
- Bookkeeping / General Ledger Review
 - 940/941/944/C3 Review
 - W-2 and 1099 Analysis
 - Financial Statement Review & Analysis
 - Profit Margin Enhancement Opportunities
 - Budgeting
 - Company Staff Training/Education
 - Strategic Planning – Monthly/Quarterly/Annually
 - Financial Forecasts/Projections

☐ **ADDITIONAL SERVICES/FEEES:**



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.D.

DATE SUBMITTED: March 13, 2024

MEETING DATE: March 18, 2024

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Ruben Alfaro

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter into a contract with Terracon Consultants, Inc., for Construction Material Testing Services for the Donation Acceptance Program for Fiscal Year 2016 at the Pharr Port of Entry. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: The City of Pharr is requesting the authorization of the City Commission to approve the City Manager to negotiate and enter into a professional services agreement for Construction Material Testing Services with Terracon Consultants, Inc. for the Donations Acceptance Program (DAP) for Fiscal Year (FY) 2016 at the Pharr Port of Entry (POE).

Fiscal Consideration: Agreement Total: \$230,243.00

Staff Recommendation: Staff recommends approval and authorization to negotiate and enter into a contract with Terracon Consultants, Inc. for Construction Material Testing Services for the DAP FY 16 at Pharr POE.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maria Rangel
Ruben Alfaro
Maritza Magallan
Ricardo Rodriguez
Fabiola Sanchez
City Management Office

Created/Initiated - 3/13/2024
Approved - 3/15/2024
Approved - 3/15/2024
Approved - 3/15/2024
Approved - 3/15/2024
Final Approval - 3/15/2024



1506 Mid Cities Drive
Pharr, Texas 78577
P (956) 283-8254
Terracon.com

March 11, 2024

City of Pharr
118 S Cage Blvd
Pharr, Texas 78577

Attn: Ms. Maria Rangel P.E.
Asst. City Engineer
P: (956) 402-4221
E: maria.rangel@pharr-tx.gov

RE: Proposal for Materials Testing and Special Inspections Services
City of Pharr Port of Entry FY16 DAP
Intersection of S. Cage Blvd and Port of Entry-Truck Ln (SEQ)
Pharr, Texas
Terracon Proposal No. P88241065R

Dear Ms. Rangel:

Terracon Consultants, Inc. (Terracon) is pleased to present this proposal for materials testing services for the above-referenced project. The purpose of our services will be to periodically observe construction activities and test construction materials to evaluate general conformance with project documents. **We understand that we have been chosen to provide these services for this publicly funded project. Therefore, by providing cost information we are not in violation of the Texas Professional Services Procurement Act.**

1.0 PROJECT INFORMATION

The project site will include the construction of a new single-story Agricultural, Lab and Dock Expansion covering approximately 84,000 square feet (sf). The building will consist of concrete masonry unit (CMU) walls supported by a shallow foundation system. Pavement for this project will consist of rigid concrete pavement (with asphalt bond breaker) for the main access and parking areas. The project site is located on the southeast quadrant (SEQ) of the intersection of S. Cage Blvd and Port of Entry-Truck Ln in Pharr, Texas.

Project documents available for review at the time of this proposal include:

- Construction documents titled "Pharr FY16 DAP-Import Dock and AG Lab Improvements" dated 10/14/2022 by HALFF Associates

Proposal for Materials Testing Services

City of Pharr Port of Entry FY16 DAP ■ Pharr, Texas

March 11, 2024 ■ Proposal No: P88241065R



- Geotechnical Study Report titled "Proposed Pharr-Reynosa International Bridge Improvements within the Pharr-Reynosa LPOE Facility Along the East Side of U.S. Highway 281 Pharr, Hidalgo County, Texas" dated 10/6/2021 by Raba Kistner Consultants, Inc.

If our assumptions or understanding of the project are incorrect, we request the opportunity to review this proposal and modify it accordingly for re-submittal to your attention.

2.0 SCOPE OF SERVICES

Based on our present understanding of this project, we anticipate the scope of our services to include the following:

- earthwork observation/sampling/testing
- cast-in-place concrete observation/sampling/testing
- subgrade for paved areas observation/sampling/testing
- asphalt observation
- masonry/grout observation
- certified welding inspections (CWI)

1. Earthwork and Site Preparation Observations and Testing:

- Observe and test structural fill placement and perform field density and moisture content testing during fill placement.
- Testing quantities and frequencies will be in general accordance with the project specifications.
- Perform laboratory testing of proposed fill soils to determine their dry density versus moisture content relationship in general accordance with the standard Proctor test method.

2. Reinforced Concrete Observations and Testing:

- Sample fresh concrete and perform field tests including slump, air content and temperature (ASTM C172, C143, C231, and C1064).
- Observe placement methods and verify mix usage.
- Perform compressive strength tests of concrete test cylinders cast in the field per ASTM C39.
- Portable curing box fee is not included.

3. Asphalt Observations and Testing:

- Observe proof rolling of subgrades in the parking and access roads to identify any unstable materials prior to stone base placement.
- Perform field density testing of new pavement stone base and confirm compaction of new asphalt surface and binder materials.

4. CMU Walls Testing and Observations:

- Verify proportions of site-prepared mortar and grout
- Verify construction of mortar joints
- Observe preparation of grout specimens, mortar specimens, and /or prisms
- Verify F'm prior to masonry construction.

5. Certified Welding Inspections (CWI):

- CWI will perform observations as required for field welded connections, high-strength bolting.
- Terracon has assumed the steel fabrication will be performed by an “approved” fabricator.
- Fabrication shop observations can be performed if requested.
- Fabrication shop observations are considered an additional scope of service and will be invoiced on a time and material basis if needed.

3.0 SCHEDULING GUIDELINES

Our services will be provided on an “as requested” basis when scheduled by your representative. We recommend that you utilize the “Dispatch/Scheduling Phone Number” between the hours of 8:00 am and 5:00 pm.

Dispatch/Scheduling Phone Number: [956] 283-8254

During scheduling the following information should be provided to our dispatcher in order to best serve you:

- Project name and location
- Date and time of the requested service(s)
- Services required (please do not assume that technicians carry all equipment)
- Onsite location(s) of the requested service(s)
- Anticipated quantities of materials (i.e., cubic yards of concrete)
- Onsite contact information (name and phone number, if possible)
- Any special requirements (safety badging, drug testing, site orientation, etc.)

We require a minimum 24-hour notice to schedule personnel and avoid delays to construction activity. If our services are not scheduled according to this time frame, we will make every reasonable effort to accommodate your needs but may be unable to provide service. Terracon will only provide testing when contacted by your designated representative and will not be responsible for required testing if we are not scheduled.

4.0 COMPENSATION

Based on our review of the referenced documents, our estimated cost to perform the proposed scope of services is **\$230,243.00**. A breakdown of our cost is provided in the attached Cost Estimate. For the purposes of developing this estimate, the quantities were estimated based on typical means and methods by contractors/subcontractors in this area.

Please note this is only a budget estimate and not a not-to-exceed price. The Client would be billed only for the amount of service provided. Many factors, including those out of our control, such as weather, the contractor’s schedule and efficiency, implementation of RFI’s and/or

Proposal for Materials Testing Services

City of Pharr Port of Entry FY16 DAP ■ Pharr, Texas

March 11, 2024 ■ Proposal No: P88241065R



ASI's, and how often we are called to the site, will dictate the final fee for our services. Furthermore, all costs associated with deviations, re-testing and re-inspections of failing items, on-site standby time, overtime, and short notice premiums are not included in our estimated cost. A minimum of 3 hours will be charged per site visit.

Fees for services provided will be based on the attached Unit Rate Schedule. These rates will apply for the duration of the project. Overtime rates will be invoiced at 1.5x the quoted hourly field staff rate. Overtime rates are applicable for field staff utilized on Saturdays, Sundays, and Holidays.

5.0 AUTHORIZATION

If this proposal is acceptable, please complete the attached Agreement for Services. We request that one executed be returned to us along with this proposal. This Agreement, including the limitations it contains, shall constitute the exclusive terms, conditions, and services to be performed for this project. Terracon's total fee is due within thirty days following receipt of invoice. This proposal is valid only if authorized within ninety days from the listed proposal date. If additional or alternate terms and conditions are required, they will be reviewed by our corporate legal team.

You may formally enter into an agreement with us to accomplish the scope of services outlined above by signing the attached Agreement for Services. To facilitate services, you may return the executed documents by email or mail.

We trust this proposal meets your needs, and we look forward to working on your project. If you have questions or require more information, please call us.

Sincerely,

Terracon Consultants, Inc.

(Firm Registration: TX F3272)

Lupe Leal
Department Manager

Alfonso A. Soto, P.E., BC.GE, F. ASCE
Senior Principal

Attachments: Estimated Fee Summary
 Agreement for Services
 Distribution Sheet

Proposal for Materials Testing Services

City of Pharr Port of Entry FY16 DAP ■ Pharr, Texas

March 11, 2024 ■ Proposal No: P88241065R

**ESTIMATED FEE SUMMARY**

Our fee estimate is in accordance with the time and tests performed as shown below:

Earthwork Observation/Testing				
Service	Quantity	Unit	Unit Rate	Estimate
Standard Proctor Tes (Unit: ASTM D698)	6	Each	\$ 265.00	\$ 1,590.00
Modified Proctor Test (Unit: ASTM D1557)	2	Each	\$ 293.00	\$ 586.00
Laboratory Compaction Characteristics and Moisture-Density Relationship of Base Materials (Test Code:TEX-113-E)	2	Each	\$ 295.00	\$ 590.00
Admixing Lime to Reduce Plasticity Index of Soils (Test Code: TEX-112-E)	2	Each	\$ 220.00	\$ 440.00
Calculating the Plasticity Index of Soils (Test Code: TEX-106-E)	10	Each	\$ 74.00	\$ 740.00
Sieve Analysis of Fine and Coarse Aggregate (Test Code: TEX-200-F or TEX-401-A)	2	Each	\$ 108.00	\$ 216.00
Determining the Amount of Material In Soils Finer than the 75 Micrometer (No.200) Sieve (Test Code: TEX-111-E)	8	Each	\$ 73.00	\$ 584.00
Field Method for Determining In-Place Density of Soils and Base Materials (Test Tode: Tex-115-E)	749	Each	\$ 33.00	\$ 24,717.00
Junior Engineering Tech (YRS Experience: 1 to 5)	450	Hour	\$ 68.00	\$ 30,600.00
Vehicle Trip Charge	150	Per Trip	\$ 40.00	\$ 6,000.00
Subtotal, Earthwork				\$ 66,063.00
Concrete Observation/Testing				
Service	Quantity	Unit	Unit Rate	Estimate
Compressive Strength of Cylindrical Concrete Specimens (Test Code: TEX-418-A)	620	Each	\$ 22.00	\$ 13,640.00
Junior Engineering Tech (YRS Experience: 1 to 5)	255	Hour	\$ 68.00	\$ 17,340.00
Junior Engineering Tech (YRS Experience: 1 to 5) Overtime	50	Hour	\$ 102.00	\$ 5,100.00
Vehicle Trip Charge	60	Per Trip	\$ 40.00	\$ 2,400.00
Subtotal, Concrete				\$ 38,480.00
Masonry Observation/Testing				
Service	Quantity	Unit	Unit Rate	Estimate
Grout Compressive Test	200	Each	\$ 55.00	\$ 11,000.00
Compressive Strength of Cement Mortars (Test Code: ASTM C109)	300	Each	\$ 55.00	\$ 16,500.00
Engineer Tech (Yrs Experience: 5 to 15)	225	Hour	\$ 80.00	\$ 18,000.00
Vehicle Trip Charge	75	Per Trip	\$ 40.00	\$ 3,000.00
Subtotal, Masonry Obs/Testing				\$ 48,500.00
Hot-Mix Asphaltic Concrete Observation/Testing				
Service	Quantity	Unit	Unit Rate	Estimate
Engineer Tech (Yrs Experience: 5 to 15)	108	Hour	\$ 80.00	\$ 8,640.00
Determining Asphalt Content from Asphalt Paving Mixtures by the Ignition Method (Test Code: TEX-236-F)	15	Each	\$ 207.00	\$ 3,105.00
Determining Density of Compacted Bituminous Mixtures (Test Code: TEX-207-F(Part 1))	90	Each	\$ 71.00	\$ 6,390.00
Theoretical Maximum Specific Gravity of Bituminous Mixtures (Test Code: TEX-227-F)	15	Each	\$ 105.00	\$ 1,575.00
Core/Drill Operator/Technician and Coring Equipment used to Drill Flexible and Rigid Pavement (2-Man Crew)	3	Day	\$ 400.00	\$ 1,200.00
Sieve Analysis of Fine and Coarse Aggregate (Test Code: TEX-200-F or TEX-401-A)	15	Each	\$ 108.00	\$ 1,620.00
Vehicle Trip Charge	18	Per Trip	\$ 40.00	\$ 720.00
Subtotal, Structural Steel				\$ 23,250.00
Structural Steel Observation/CWI				
Service	Quantity	Unit	Unit Rate	Estimate
Certified Welding Inspector, CWI	75	Hour	\$ 110.00	\$ 8,250.00
Vehicle Trip Charge	15	Per Trip	\$ 40.00	\$ 600.00
Subtotal, Structural Steel				\$ 8,850.00
Quality Manager (YRS Experience: 10 to 20)	220	Hour	\$ 205.00	\$ 45,100.00
ESTIMATE TOTAL				\$ 230,243.00

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Pharr TX ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the City of Pharr Port of Entry FY16 DAP project ("Project"), as described in Consultant's Proposal dated 02/28/2024 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$250,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single

limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Texas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: **Terracon Consultants, Inc.**

Client: **City of Pharr TX**

By: _____ Date: **3/11/2024**

By: _____ Date: _____

Name/Title: **For: Jorge A. Flores / Office Manager III**

Name/Title: **Mr. Ruben Alfaro, P.E.**

Address: **1506 Mid Cities Dr
Pharr, TX 78577-2128**

Address: **118 South Cage Boulevard 1st Floor
Pharr, TX 78577**

Phone: **(956) 283-8254** Fax: **(956) 283-8279**

Phone: **(956) 402-4141** Fax: _____

Email: **Jorge.Flores@terracon.com**

Email: **ruben.alfaro@pharr-tx.gov**



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.E.

DATE SUBMITTED: March 14, 2024

MEETING DATE: March 18, 2024

FROM: Daniel Ramirez, Director

DEPARTMENT: Emergency Medical Services

DIRECTOR: Daniel Ramirez

Agenda Item: Consideration and action, if any, authorizing the City Manager to enter into a mutual aid agreement between Pharr EMS and Trans Starr EMS. **This item supports SSC - Safe and Secure Community.**

Classification: Regular

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

Issue: This mutual aid agreement will allow us to have an EMS provider to support Pharr EMS during peak times.

Fiscal Consideration: In the event that there are non-emergency calls that have no payer, the City of Pharr and Trans Starr EMS would have to work with facilities to assure payment,

Staff Recommendation: Staff recommends approval of this mutual aid agreement, as it will help with peak hour calls.

Alternatives: No alternatives.

Exclude Material from Public Packet? No

Reason: Item is not excluded.

ROUTING:

Daniel Ramirez
Ricardo Rodriguez
Fabiola Sanchez
City Management Office

Created/Initiated - 3/14/2024
Approved - 3/14/2024
Approved - 3/15/2024
Final Approval - 3/15/2024

MASTER AGREEMENT FOR MUTUAL AID
LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL

This Master Agreement For Mutual Aid (this "Agreement") is by and between participating members of the Lower Rio Grande Valley Development Council (the "LRGVDC").

WHEREAS, the attacks of September 11, 2001, have heightened our awareness that emergency planning is essential for the public health, safety, and welfare, and have fortified our resolve to effectively respond to disasters.

NOW, THEREFORE, in consideration of the mutual covenants herein, the participating local governments (the "Parties"), authorized by appropriate actions of their governing bodies, hereby agree as follows:

1. **Legal Authority.** This Agreement is made pursuant to the authority of Chapters 418, 433 and 791 of the Texas Government Code, Chapter 362 of the Texas Local Government Code, and all other constitutional and statutory provisions which may provide authority for any of the Parties.

2. **Scope of Agreement.**

(a) Each Party will endeavor to provide Disaster Assistance upon request from another Party. (The requesting Party is hereafter referred to as the "Requesting Party"; the requested Party as the "Responding Party.")

"Disaster Assistance" means provision of emergency management, police, fire, emergency medical, utility, street, debris removal, and other services, without limitation, during a Disaster.

"Disaster", consistent with the definition in Section 418.004 of the Texas Government Code, means the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, other public calamity requiring emergency action, or energy emergency (as that term is defined in Chapter 418 of the Texas Government Code), within the jurisdiction of any of the Parties.

The Parties agree that an act of terrorism is contemplated within the definition of "disaster" as that word is defined in Section 418.004 of the Texas Government Code. "Disaster" may include ordinary emergencies, such as, hazardous material spills, which have historically been handled in the normal course of government operations by the Parties.

(b) In accordance with Section 362.002, Texas Local Government Code, law enforcement assistance may be provided only when the mayor or other officer authorized to declare a state of civil emergency in the requesting county, municipality, or joint airport considers additional law enforcement officers necessary to protect health, life, and property in the county, municipality, or joint airport because of disaster, riot, threat of concealed explosives, or unlawful assembly characterized by force and violence or the threat of force and violence by three or more persons acting together or without lawful authority.

3. **Request for Assistance.** The request for assistance will:

- (a) be made only after a Declaration of a state of Local Civil Emergency or Declaration of Disaster by a Requesting Party pursuant to Section 418.108, Texas Government Code, or after a proclamation of a State of Emergency under Section 433.001, Texas Government Code,
- (b) be made by the highest ranking authority of Requesting Party available at the time of need,
- (c) be made to the highest ranking authority of the Responding Party available at the time of need, and
- (d) specify to the greatest extent possible the nature of the problem requiring assistance and the resources requested.

Notwithstanding anything in this Agreement, the decision whether to respond in any particular situation or the level of response to be provided is at the sole discretion of the representative of the Responding Party making the decision. The Responding Party's representative will make a discretionary decision at the time of the request, considering the nature and magnitude of the request, whether and the extent to which the Responding Party's resources are available and should be provided.

4. **Incident Command.**

- (a) The Requesting Party will designate an Incident Commander. Resources provided by the Responding Party will be subject to the direction of the Incident Commander, unless the Incident Commander, based on all the facts and circumstances at the scene of operation, requests that the Responding Party take charge of the operation based on superior resources, expertise, or other reason. In order to realize maximum effectiveness, it is the intention of the Parties that the response be under unified command with the highest degree of coordination possible under the circumstances.
- (b) Any Request for Assistance hereunder shall include a statement of the amount and type of equipment and number of personnel requested, shall specify the location to which the equipment and personnel are to be dispatched, and shall

state the time period for which such equipment and personnel are requested. The Responding Party shall, in its sole discretion, determine what equipment and personnel are available to furnish the requested assistance.

- (c) The Responding Party shall report to the Incident Commander at the location to which the equipment and personnel are dispatched.
- (d) A Responding Party shall be released by the Requesting Party when the services of the Responding Entity are no longer required or when the officer in charge of the Responding party's forces determines, in the officer's sole discretion, that further assistance should not be provided.

5. **Training Exercises.** The Parties will endeavor to participate in joint training exercises and drills for emergency response situations which may result in a request under this Agreement.

6. **Other Mutual Aid Agreements, Supplementary Agreements and Protocols.** The Parties are encouraged, all or some, to enter into additional agreements and protocols governing response to particular situations and circumstances. Operating departments of the Parties (for example, fire and police) are authorized and encouraged to enter into specific emergency protocols with their counterparts to enhance coordination in Disaster response situations. Notwithstanding Section 23 below, it is understood and agreed that certain signatory Parties may have heretofore contracted or may hereafter contract with each other for mutual aid in disaster situations, and it is agreed that this Agreement shall be subordinate to any such individual contract. To assist each other in the process of mutual aid response planning, each Party agrees to inform the other Parties of all mutual aid agreements that each Party has with other municipalities, entities, counties, and state or federal agencies.

Specifically, the existence of this Agreement shall not prevent a municipality, county, rural fire prevention district, emergency services district, fire protection agency, organized volunteer group, or other emergency services entity from providing mutual aid assistance on request from another municipality, county, rural fire prevention district, emergency services district, fire protection agency, organized volunteer group, or other emergency services entity, in accordance with the provisions in Section 418.109 (d) of the Texas Government Code. Additionally, the existence of this Agreement shall not prevent any Local Government which is a Party hereto from providing emergency assistance to another Local Government which is not a party hereto, in accordance with the provisions in Section 791.027 of the Texas Government Code.

7. **Responsibility for Response Costs.** A Responding Party is authorized to request reimbursement from the Requesting Party for reasonable costs incurred pursuant to this Agreement in furnishing disaster assistance. The Requesting Party will make reimbursement when it is reasonably, fiscally able, but no later than 90 days after receipt of a claim for reimbursement, subject to paragraph 21. The LRGVDC

Executive Director will determine what costs are reasonable in the event of a dispute regarding a request for reimbursement. Personnel who are assigned, designated or ordered by their governing body to perform duties pursuant to this Agreement shall continue to receive from the Responding Party the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and worker's compensation benefits, as though the service had been rendered within the limits of the jurisdiction where the personnel are regularly employed.

8. **Participation Notice.** Each Party shall notify the LRGVDC Executive Director of its participation in this Agreement by furnishing an executed original of the attached Participation Notice.
9. **Administrative Services.** The LRGVDC agrees to provide administrative services necessary to coordinate this Agreement, including notifying Parties of new participants and withdrawals and timely providing Parties with a current list of contact information for each Party.
10. **Federal and State Participation.** Federal and state entities may participate in this Agreement, to the extent of any limitations of their authority, by furnishing an executed original of the attached Participation Notice to the LRGVDC Executive Director.
11. **Inventory and Database.** A current inventory and database of resources available to each Party for response under this Agreement shall be maintained by the LRGVDC and disbursed to the Parties on a timely basis, at least every six months. The LRGVDC will develop a form to facilitate Parties entry and updating of inventory and resource information, send reminders to parties to update information, place inventory and resource information on its website, and take other actions reasonably necessary for the Parties to access current information.
12. **Withdrawal.** A Party may withdraw from this Agreement at any time by written notice to the LRGVDC Executive Director, transmitting a copy of the action of the Party's governing body. The Party withdrawing from this Agreement will still be responsible for any outstanding claims for reimbursement.
13. **Not for Benefit of Third Parties.** This Agreement and all activities hereunder are solely for the benefit of the Parties and not the benefit of any third party.
14. **Exercise of Police Power.** This Agreement and all activities hereunder are undertaken solely as an exercise of the police power of the Parties, exercised for the health, safety, and welfare of the public generally, and not for the benefit of any particular person or persons and the Parties shall not have nor be deemed to have any duty to any particular person or persons.

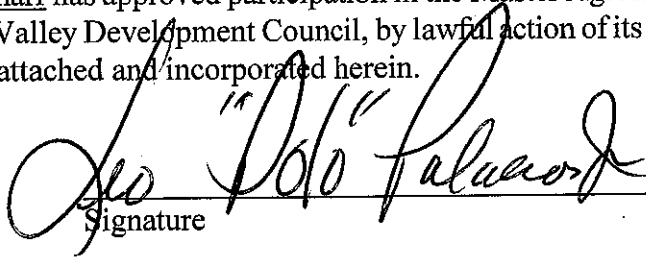
15. **Immunity not Waived.** Nothing in this Agreement is intended, nor may it be deemed, to waive any governmental, official, or other immunity or defense of any of the Parties or their officers, employees, representatives, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.
16. **Civil Liability to Third Parties.** Each Responding Party will be responsible for any civil liability for its own actions in responding to a request for assistance, and will determine what level, if any, of insurance or self-insurance it should maintain for such situations.
17. **No Liability of Parties to One Another.** One Party may not be responsible and shall not be civilly liable to another for not responding, or for responding at a particular level of resources or in a particular manner. Each Party hereto waives all claims against the other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party.
18. **Amendments to Agreement.** This Agreement may not be amended without the lawful action of the governing bodies of the Parties. No officer or employee of any of the Parties shall have authority to waive or otherwise modify the limitations in this Agreement, without the express action of the governing body of the Party.
19. **Captions.** Captions to provisions of this Agreement are for convenience and shall not be considered in the interpretation of the provisions.
20. **Equipment and Personnel.** During the time mutual aid is being furnished, all equipment used by the Party rendering aid shall continue to be owned, leased, or rented by the Party rendering aid. At all times while equipment and personnel of a Party rendering aid are traveling to, from, or within the geographical limits of the requesting Party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the Party rendering aid. In addition, such personnel shall be deemed to be engaged in a governmental function of their entity.
21. **Expending Funds.** Each Party which performs services or furnishes aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.
22. **Term.** This Agreement shall become effective as to each Party when approved and executed by that Party. This Agreement shall continue in force and remain binding on each and every Party until such time as the governing body of a Party terminates its participation in this Agreement pursuant to Section 12 of this

Agreement. Termination of participation in this Agreement by a Party(ies) shall not affect the continued operation of this Agreement between and among the remaining Parties and this Agreement shall continue in force and remain binding on the remaining Parties.

23. **Entirety.** This Agreement contains all commitments and agreements of the Parties with respect to the mutual aid to be rendered hereunder during or in connection with a disaster. No other oral or written commitments of the Parties with respect to mutual aid under this Agreement shall have any force or effect if not contained herein, except as provided in Section 6 above.
24. **Interlocal Cooperation Act.** The Parties agree that mutual aid in the context contemplated herein is a "governmental function and service" and that the Parties are "local governments" as that term is defined herein and in the Interlocal Cooperation Act.
25. **Severability.** If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.
26. **Validity and Enforceability.** If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.
27. **Warranty.** The Agreement has been officially authorized by the governing body of each Party hereto and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.
28. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Texas. Venue for an action arising under this Agreement shall be in accordance with the Texas Rules of Civil Procedure.

PARTICIPATION NOTICE

I hereby notify the Lower Rio Grande Valley Development Council, for its notification to its members, that City of Pharr has approved participation in the Master Agreement for Mutual Aid Lower Rio Grande Valley Development Council, by lawful action of its governing body, a true copy of which is attached and incorporated herein.

 **9-16-02**
Signature Date

LEOPOLDO "POLO" PALACIOS, JR.

Printed or Typed Name

MAYOR - CITY OF PHARR, TEXAS

Position



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.F.

DATE SUBMITTED: March 13, 2024

MEETING DATE: March 18, 2024

FROM: Kenneth Ennis, Communications
Director

DEPARTMENT: Communications

DIRECTOR: Kenneth Ennis

Agenda Item: Consideration and action, if any, on Interlocal Agreement with Rio Grande Valley Emergency Communications District (RGV 9-1-1) and City of Pharr Public Safety Communications for use of 9-1-1 system. **This item supports SSC - Safe and Secure Community.**

Classification: Regular

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

Issue: This ILA will allow us to continue to receive PSAP services from Rio Grande Valley Emergency Communications District (RGV 9-1-1).

Fiscal Consideration: No fiscal impact at this time

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kenneth Ennis
Kenneth Ennis
Ricardo Rodriguez
Fabiola Sanchez
City Management Office

Created/Initiated - 3/13/2024
Approved - 3/13/2024
Approved - 3/13/2024
Approved - 3/14/2024
Final Approval - 3/14/2024



Rio Grande Valley Emergency Communication District

Mayor Gilbert Gonzales, Raymondville..... President
Mayor Pro-Tem Joaquin "J.J." Zamora, McAllen Vice President
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Hidalgo County

February 5, 2024

Honorable Ambrosio "Amos" Hernandez, City of Pharr
P.O. Box 1729
Pharr, TX 78577

Subject: Interlocal Agreement 2024-2026 - City of Pharr Police Department and
RGV9-1-1

Dear Mayor Hernandez,

Enclosed, please find a copy of the Interlocal Agreement 2024-2026, an agreement between the Rio Grande Valley Emergency Communication District (referred to as "RGV9-1-1") and the City of Pharr Police Department.

The RGV9-1-1 District Board of Managers convened on **Wednesday, January 24, 2024**, and approved the attached agreement. This agreement, subject to renewal every two years, is a crucial document governing the provision of 9-1-1 services, ensuring seamless and effective emergency communication services for our community. The Interlocal Agreement outlines the specific duties and responsibilities assigned to both the Public Safety Answering Point (PSAP) and the RGV911 Communication District. We must have all renewals signed no later than **Wednesday, February 28th, 2024**.

Should you require any further information, have questions, or need clarification on any aspect of the agreement, please do not hesitate to Mr. Dennis Moreno, Assistant Director, at (956) 578-2888 (dmoreno@rgv911.org) or me at (956) 279-4130 (macruz@lrgvdc.org).

Thank you for your attention to this matter.

Sincerely,

Manuel Cruz
Executive Director
Rio Grande Valley Emergency Communication District

STAFF:

EXECUTIVE DIRECTOR
Manuel "Manny" Cruz

CC: Juan F. Gonzalez, Chief of Police
Kenneth L. Ennis, Public Safety Communication Director



AGENDA MEMORANDUM



BOARD: City Commission

AGENDA ITEM #: 8.G.

DATE SUBMITTED: March 13, 2024

MEETING DATE: March 18, 2024

FROM: Maribel Garcia, Executive
Administrative Assistant

DEPARTMENT: PEDC II

DIRECTOR: Victor Perez

Agenda Item: Consideration and action, if any, to ratify Memorandum of Understanding (MOU) with Municipality of Zitacuaro Michoacan, Mexico, Pharr Economic Development Corporation II and the City of Pharr to devote joint efforts to attract business, industries and investors among others. **This item supports EV - Economic Vitality.**

Classification: Consent

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

Issue: Ratification

Fiscal Consideration: NA

Staff Recommendation: Staff recommends approval

Alternatives: NA

Exclude Material from Public Packet? No

Reason: NA

ROUTING:

Maribel Garcia
Victor Perez
Ricardo Rodriguez
City Management Office

Created/Initiated - 3/13/2024
Approved - 3/13/2024
Approved - 3/14/2024
Final Approval - 3/14/2024

Memorandum of Understanding
between
**CITY OF PHARR/ PHARR ECONOMIC
DEVELOPMENT CORPORATION**
And
**MUNICIPALITY OF ZITACUARO,
MICHOACAN**

This letter agreement constitutes a Memorandum of Understanding (the "MOU") describing proposed business arrangements between "CITY OF PHARR /PHARR ECONOMIC DEVELOPMENT CORPORATION", a corporation organized under the laws of the State of Texas, US, hereby represented by its Authorized Signing Officer, Mr. Jonathan Flores, City Manager City of Pharr and Mr. Victor Perez, President & CEO and MUNICIPALITY OF ZITACUARO, MICHOACAN, a government organization under the Laws of Estado de Michoacan, MX, hereby represented by, Juan Antonio Ixtlauac Orihuela, Presidente Municipal (hereinafter referred to as "the Parties"). The MOU constitutes an expression of intent only and is not legally binding on the Parties until a more definitive agreement is reached.

Whereas the MUNICIPALITY OF ZITACUARO, MICHOACAN is a government organization INTERESTED in developing bi-lateral economic initiatives, opportunities, and activities with the City of Pharr.

Whereas PHARR ECONOMIC DEVELOPMENT CORPORATION acknowledges its interest to jointly explore and advance potential economic development activities that could include but are not limited to near-shoring/off-shoring, re-shoring, and new-shoring related to different operations, services, and derivatives of the Industrial sector, among others.

Whereas the Parties acknowledge that their respective technical competency, business knowledge, relationship capital, resources and sound understanding of their respective markets, when combined, will grant them better opportunities to attract Investment.

Whereas the Parties understand that each has important access to key businesses, industries, investors among others that are pursuing sites to launch, expand, develop, and grow their businesses, technologies, products and/or services.

Whereas the Parties acknowledge that each one will be responsible for their respective costs in these initial joint efforts devoted, and neither Party can obligate or cause the other Party to assume any liability related to these development activities without the written consent of such Party.

Whereas the Parties acknowledge that mutual collaboration between them will facilitate the evaluation of business candidates to enter into a definitive agreement for the potential economic development in the selected sites.

Therefore, the Parties have reached the following understanding:

PURPOSE

The purpose of this Memorandum of Understanding is to express the Parties intent to devote joint efforts to attract businesses, industries, investors among others that are pursuing sites to launch, expand, develop, and grow their businesses, technologies, products and/or services.

BUSINESS ORGANIZATION

The specifics of any business structure or transaction to be set up, if necessary, will be negotiated in good faith, in a case-by-case scenario. The Parties will strive to attain agreements with respective businesses that would result in successful economic activities for all Parties involved.

DURATION AND EFFECTIVE DATE OF MOU

This MOU will come into effect upon signature. This MOU is intended for a duration of one year and shall be renewed in 180 days increments upon written consent by both Parties. Either party providing 10 days' written notice may

terminate this MOU. The Parties agree to immediately exercise courses of action that will allow them to define the working relationship in terms of plans, goals, activities, timelines, and resources as needed to advance the purposes of this MOU.

MISCELLANEOUS

The Memorandum of Understanding supersedes any prior negotiations between the Parties hereto with respect to the subject matter hereof. The MOU shall be governed by the laws of the State of Texas and any dispute arising from this agreement shall be brought in the Courts of Texas. The MOU may not be modified or amended orally, but only in writing signed by both parties hereto.

The MOU will serve as a letter manifesting the intent of the Parties and is not intended to be construed as a contract or a purchase and sale agreement between the Parties, nor does this MOU compel any Party to enter into a definitive agreement.

**MUNICIPALITY OF ZITUACARO
MICHOCAN**

CITY OF PHARR, TX

*Juan Antonio Ixtlahuac Orihuela,
Presidente Municipal*

*Jonathan Flores, City Manager City of
Pharr, TX*

Date: _____

Date: _____

**PHARR ECONOMIC
DEVELOPMENT CORP.**

Victor Perez, President & CEO

Date: _____