

**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, SEPTEMBER 16, 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 September 25, 2024 as National Day of Remembrance for Murder Victims.

B) Proclamation proclaiming the month of September as Prostate Cancer Awareness Month.

C) Proclamation proclaiming the week of October 23 - 31, 2024 as Red Ribbon Week.

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

B) **Public Hearing:** Solicitation of comments from the general public on the FY 2024-2025 Proposed Property Tax Rate for the City of Pharr.

C) **Public Hearing:** Solicitation of comments from the general public on Budget for Fiscal Year 2024-2025.

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 September 2024.

B) Announcement from Alzheimer's Association - Walk to End Alzheimer's on Saturday, October 19, 2024

C) City Events of Interest

D) Recognition of Fire Chief Pilar Rodriguez for the Distinguished Service Award.

E) Recognition of Raul Escamilla for the National Behind the Scenes Award.

F) Recognition on Accreditation for the Pharr Memorial Library from the Texas State Library and Archives Commission.

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) Approval of Minutes for September 3, 2024 - Regular Called Meeting. **This item supports SG - Sound Governance and Fiscal Sustainability. (ADMINISTRATION)**

B) Consideration and action, if any, authorizing City Manager to enter into Service contract for a firework display for Veterans Day, Winter Wonderland, and New Years Eve 2024 with Pyro Shows of Texas from Fort Worth, TX for the amount of \$52,500. **This item supports QL - Quality of Life. (PURCHASING)**

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

1. Jose R. Mendez and Nieves M. Mendez d/b/a Carniceria Mendez, LLC., have filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as Lot 1, De Alba Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 902 South Cage Boulevard. CUP#240818 **This item supports EV - Economic Vitality.**

2. Eduardo Barrera, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Heavy Commercial District (H-C). The property is legally described as being 2.85 acres, more or less, out of Lot 252, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 3310 South Cage Boulevard. COZ#240722 **This item supports EV - Economic Vitality.**

3. Melden & Hunt Inc., representing Garcia-Reyna Family LTD., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Residential Multi-Family High Density District (R-MFHD). The property is legally described as being 0.74 acres, more or less, out of Lots 32 and 33, L.R. Bell Development "E" Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 700 Block of North Veterans Boulevard. COZ#240824 **This item supports EV - Economic Vitality.**

REGULAR AGENDA - OPEN SESSION:

7. ORDINANCES AND RESOLUTIONS:

A) Consideration and action , if any, on Ordinance adopting Tax Rate for FY 2024-2025 (***Adoption on One Reading***).**This item supports SG - Sound Governance and Fiscal Transparency.** (FINANCE)

B) Consideration and action, if any, on Ordinance adopting and approving budget for year beginning October 1, 2024 and ending September 30, 2025 (***Adoption on One Reading***). **This item supports SG - Sound Governance and Fiscal Transparency.** (FINANCE)

C) Consideration and action, if any on Ordinance amending Ordinance O-2022-01 relating to the number of authorized civil service positions within the Fire and Police Departments. (***1st Reading***) **This item supports SSC - Safe and Secure Community.** (HR)

D) Consideration and action, if any, on Resolution for nomination of candidates to the Hidalgo County Appraisal District Board of Directors for 2025-2027. **This item supports SG - Sound Governance and Fiscal Sustainability.** (ADMINISTRATION)

E) Consideration and action, if any, on Resolution appointing one (1) member to the Pharr Memorial Library Board. **This item supports SG - Sound Governance and Fiscal Sustainability.** (LIBRARY)

8. CONTRACTS/AGREEMENTS:

A) Consideration and action, if any, authorizing City Manager to negotiate and enter into agreement on Letter of Intent from Citrus Bay Owner's Association on donation of green and recreational property. **This item supports QL - Quality of Life.** (ADMINISTRATION)

B) Consideration and action, if any, authorizing City Manager to enter into a Service agreement with The Pharr Community Theater FY 2024-2025. **This item supports QL - Quality of Life.** (LIBRARY)

C) Consideration and action, if any, authorizing City Manager to enter into an agreement with International Consulting Engineers (ICE) from Corpus Christi, TX for the Professional Services for the City of Pharr Urban Forestry in the amount of \$469,700 (***TABLED***). **This item supports QL - Quality of Life.** (PURCHASING)

D) Consideration and action, if any, on Amendment No. 5 of the Construction Management Agreement with Brownstone Consultants, LLC for the citywide fiber optic broadband expansion project. **This item supports IF - Infrastructure.** (IT)

E) Consideration and action, if any, authorizing City Manager to enter into Agreement for Public Safety Video Surveillance with Related Equipment, Software, and Accessories with Axon Enterprise, Inc. from Scottsdale, AZ. through Buy Board contract No. 648-21. **This item supports SSC - Safe and Secure Community.** (PURCHASING)

F) Consideration and action, if any, authorizing City Manager to enter into a Term Contract for the Purchase and Delivery of HMAC, Cold Mix, and Caliche with Synolo Materials, LLC. from Edinburg, TX **This item supports IF - Infrastructure.** (PURCHASING)

G) Consideration and action, if any, on release of Final Payment and Retainage in the amount of \$432,396.73 to International Consulting Engineers, and acceptance of the Donation Acceptance Program Fiscal Year 2015 (DAP FY 15) as complete. **This item supports IF - Infrastructure.** (ENGINEERING)

H) Consideration and action, if any, authorizing City Manager to negotiate and enter into a Purchase and Service Contract for a cloud-based telephone VOIP system with GoTo Communications from Boston, MA through The Interlocal Purchasing System (TIPS) No. 221003 **This item supports SE - Service Excellence.** (PURCHASING)

I) Consideration and action, if any, authorizing City Manager to enter into agreement with Sky Elements LLC for the drone show for the New Year's Eve Ball Drop Event. **This item supports QL - Quality of Life.** (ADMINISTRATION)

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:

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 1007 or FAX 956-475-3442 or Email cityclerksoffice@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 13th day of September 2024 at 4:00 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 13th day of September 2024




IMELDA PEREZ, TRMC
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,

Name: _____

Title: _____

Proclamation



WHEREAS, the National Parents Of Murdered Children (POMC) established September 25th as a National Day of Remembrance for Murder Victims as a result of unanimously resolutions passed by the U.S. Senate on October 16, 2007, and the U.S. House of Representatives on May 14, 2007; and

WHEREAS, POMC is dedicated to honoring the memory of those to violence and recognizing the profound and lasting trauma that families and communities endure. This National Remembrance Day is Vital in raising public awareness and ensuring our loved ones and never forgotten; and

WHEREAS, in 2023, an estimated 2,391 homicides occurred in Texas, impacting over 23,910 close relatives, with the Rio Grande Valley alone witnessing approximately 42 murders and over 420 relatives directly affected; and

WHEREAS, the murder of a loved one steals from a family a mother, father, sister brother, son, daughter, husband, wife, partner, grandparent, aunt, or uncle, leaving and unfillable void and an overwhelming challenge to cope with their absence; and

WHEREAS, survivors of homicide victims channel their pain and anger into powerful stories that reject paths of retaliation, shame, and isolation, Instead, they choose to embrace and teach lessons of compassion and peace; and

WHEREAS, survivors transform their grief into a force for change, honoring their love ones through leadership, grief support, and advocacy, working to reduce violence, promote prevention, and influence policy change locally and nationally; and

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 Mayor and the City Commission, do hereby proclaim the 25th day of September 2024 as:

“National Day of Remembrance for Murder Victims”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 16th day of September 2024.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Imelda Perez, City Clerk

Proclamation



WHEREAS, prostate cancer is the most commonly diagnosed form of cancer and the second *leading* cause of cancer related deaths among men; and

WHEREAS, this year approximately 299,010 men will be diagnosed with prostate cancer in the United States alone this year and roughly 35,250 will die this year from the disease, which is one man every 15 minutes; and

WHEREAS, 1 in 8 men are diagnosed with prostate cancer; and

WHEREAS, education regarding prostate cancer and early detection strategies is critical to saving lives and preventing and protecting our families; and

WHEREAS, all men are at risk for prostate cancer, we encourage the citizens of Pharr to increase the importance of prostate screenings; and

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 the month of September 2024 as:

“Prostate Cancer Awareness Month”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 16th day of September 2024.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Imelda Perez, City Clerk



Proclamation



WHEREAS, cities across America have been plagued by the numerous problems associated with alcohol, tobacco, and other drug use; and

WHEREAS, there is hope in winning the War on Drugs, and the hope lies in the hard work and determination of our communities to create a drug free environment; and

WHEREAS, local leaders, in government and in the community, know that the support of the people in the neighborhoods is the most effective tool they can have in their efforts to reduce use of alcohol, tobacco, and other drugs by Texans; and

WHEREAS, success will not occur overnight, our patience and continued commitment to drug education and prevention are imperative; and

WHEREAS, the red ribbon was chosen as a symbol commemorating the work of Enrique “Kiki” Camarena, a Drug Enforcement Administration agent, who was murdered in the line of duty and has come to represent the belief that one person CAN make a difference; and

WHEREAS, the Red Ribbon Campaign was established by Congress in 1988 to promote this belief and encourage a drug-free lifestyle and involvement in drug prevention efforts; and

WHEREAS, October 23-31, 2024, has been designated National Red Ribbon Week calling on all Americans to show their support for a drug-free state by wearing a red ribbon and participating in drug-free activities during that week; and

WHEREAS, the Red Ribbon Initiative will be observed year-round presenting a unified and visible commitment of our intolerance towards the use of drugs and calling all citizens of Pharr-San Juan-Alamo to participate in year round drug-free activities.

***NOW THEREFORE*, I, AMBROSIO HERNANDEZ, MAYOR OF THE CITY OF PHARR, MARIO GARZA, MAYOR OF THE CITY OF SAN JUAN, J.R. GARZA, MAYOR OF THE CITY OF ALAMO, AND CARLOS G. VILLEGAS JR., PRESIDENT OF PSJA ISD SCHOOL BOARD:** by the virtue of the authority vested in us and on behalf of the City Commissions of Pharr, San Juan, Alamo, and PSJA ISD do hereby proclaim the 23rd -31st day of October 2024 as:

“Red Ribbon Week”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Pharr to be affixed on this 16th day of October 2024.

ATTEST:

CITY OF PHARR

Imelda Perez, City Clerk

Ambrosio Hernandez, Mayor

IN WITNESS WHEREOF, I have here unto set my hand and caused the seal of the City of San Juan to be affixed on this _____ of _____, 2024.

ATTEST:

CITY OF SAN JUAN

Brenda Escalante, City Secretary

Mario Garza, Mayor

IN WITNESS WHEREOF, I have here unto set my hand and caused the seal of the City of Alamo to be affixed on this _____ of _____, 2024.

ATTEST:

CITY OF ALAMO

Alexandra Rangel, City Secretary

J.R. Garza, Mayor

IN WITNESS WHEREOF, I have here unto set my hand and caused the seal of the PSJA ISD to be affixed on this _____ of _____, 2024.

ATTEST:

Pharr-San Juan-Alamo ISD

Estella Garza, Board Secretary

Carlos G. Villegas Jr., Board President



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 4.A.

DATE SUBMITTED: September 12, 2024

MEETING DATE: September 16, 2024

FROM: Imelda Perez, 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:

Imelda Perez

Created/Initiated - 9/12/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 4.B.

DATE SUBMITTED: September 12, 2024

MEETING DATE: September 16, 2024

FROM: Jamison Merrick, Interim Finance
Director

DEPARTMENT: Finance

DIRECTOR: Jamison Merrick

Agenda Item: Public Hearing: Solicitation of comments from the general public on the FY 2024-2025 Proposed Property Tax Rate for the City of Pharr.

Classification: Public Hearing

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

Issue: Public Hearing on the FY 2024-2025 Proposed Property Tax Rate.

Fiscal Consideration: N/A

Staff Recommendation: N/A

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Jamison Merrick
City Management Office

Created/Initiated - 9/12/2024
New -

NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of \$0.7676 per \$100 valuation has been proposed by the governing body of City of Pharr.

PROPOSED TAX RATE	\$0.7676 per \$100
NO-NEW-REVENUE TAX RATE	\$0.7363 per \$100
VOTER-APPROVAL TAX RATE	\$0.8182 per \$100

The no-new-revenue tax rate is the tax rate for the 2024 tax year that will raise the same amount of property tax revenue for City of Pharr from the same properties in both the 2023 tax year and the 2024 tax year.

The voter-approval rate is the highest tax rate that City of Pharr may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that City of Pharr is proposing to increase property taxes for the 2024 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON SEPTEMBER 16, 2024 AT 4:00 PM AT CITY OF PHARR CITY HALL, 118 S. CAGE BLVD, PHARR TEXAS 78577.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, City of Pharr is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the City Commission of City of Pharr at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE RATES MENTIONED ABOVE CAN BE CALCULATED
AS FOLLOWS:

Property tax amount= (tax rate) x (taxable value of your property)/100

FOR the proposal:	Mayor Ambrosio "Amos" Hernandez	Commissioner Roberto "Bobby" Carrillo
	Commissioner Itza Flores	Commissioner Michael Pacheco
	Commissioner Ramiro Caballero	Commissioner Ricardo Medina
	Commissioner Daniel Chavez	

AGAINST the proposal: N/A

PRESENT and not voting:N/A

ABSENT: N/A

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

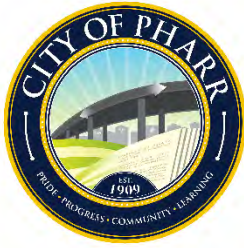
The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by City of Pharr last year to the taxes proposed to be imposed on the average residence homestead by City of Pharr this year.

	2023	2024	Change
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Total tax rate (per \$100 of value)	\$0.7676	\$0.7676	increase of 0.0000 per \$100, or 0.00%
Average homestead taxable value	\$126,855	\$140,441	increase of 10.71%
Tax on average homestead	\$973.74	\$1,078.03	increase of 104.29, or 10.71%
Total tax levy on all properties	\$30,665,273	\$32,683,395	increase of 2,018,122, or 6.58%

For assistance with tax calculations, please contact the tax assessor for City of Pharr at 956-318-2157 or propertytax@hidalgocountytax.org, or visit www.hidalgocountytax.org for more information.



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 4.C.

DATE SUBMITTED: September 12, 2024

MEETING DATE: September 16, 2024

FROM: Jamison Merrick, Interim Finance
Director

DEPARTMENT: Finance

DIRECTOR: Jamison Merrick

Agenda Item: Public Hearing: Solicitation of comments from the general public on Budget for Fiscal Year 2024-2025.

Classification: Public Hearing

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

Issue: Solicitation of comments on the budget for Fiscal Year 2024-2025.

Fiscal Consideration: N/A

Staff Recommendation: N/A

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Jamison Merrick
City Management Office

Created/Initiated - 9/12/2024
Final Approval - 9/13/2024

CITY OF PHARR BUDGET PUBLIC HEARING

This budget will raise more total property taxes than last year's budget by \$1,513,223, a 4.27% increase, and of that amount \$822,125 is tax revenue to be raised from new property added to the tax roll this year.

You are hereby notified that the proposed General, Special Revenue, Capital Project, Debt Service, Internal Service, and Enterprise funds, as well as TIRZ, No. 1 and No. 2, and Economic Development funds' budgets for the City of Pharr, Texas, for year ending September 30, 2025 will be filed by the City Manager with the City Clerk on the 9th day of September 2024 and same will be available for public inspection at all reasonable times.

The Board of Commissioners of the City of Pharr, Texas has ordered the Budget Hearing to be held on Monday, September 16, 2024, at 4:00 p.m. at Pharr City Hall, City Commissioners' Room, 2nd Floor, 118 S. Cage Blvd., Pharr, Texas.

All interested citizens of Pharr, Texas are urged to attend said hearing and present their views and suggestions. Persons desiring to speak during the public hearing shall sign in with the City Clerk prior to the scheduled public hearing. (Ordinance No. O-2019-31)



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.A.

DATE SUBMITTED: September 12, 2024

MEETING DATE: September 16, 2024

FROM: Jamison Merrick, Interim Finance
Director

DEPARTMENT: Finance

DIRECTOR: Jamison Merrick

Agenda Item: Submission of Sales Tax Collection Report for September 2024.

Classification: Regular

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

Issue: SALES TAX HIGHLIGHTS

The City of Pharr shows an INCREASE of 3.89% YTD TRUE GROWTH compared to last YTD September 2023 and a 16.66% INCREASE compared to last September 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
City Management Office

Created/Initiated - 9/12/2024
New -



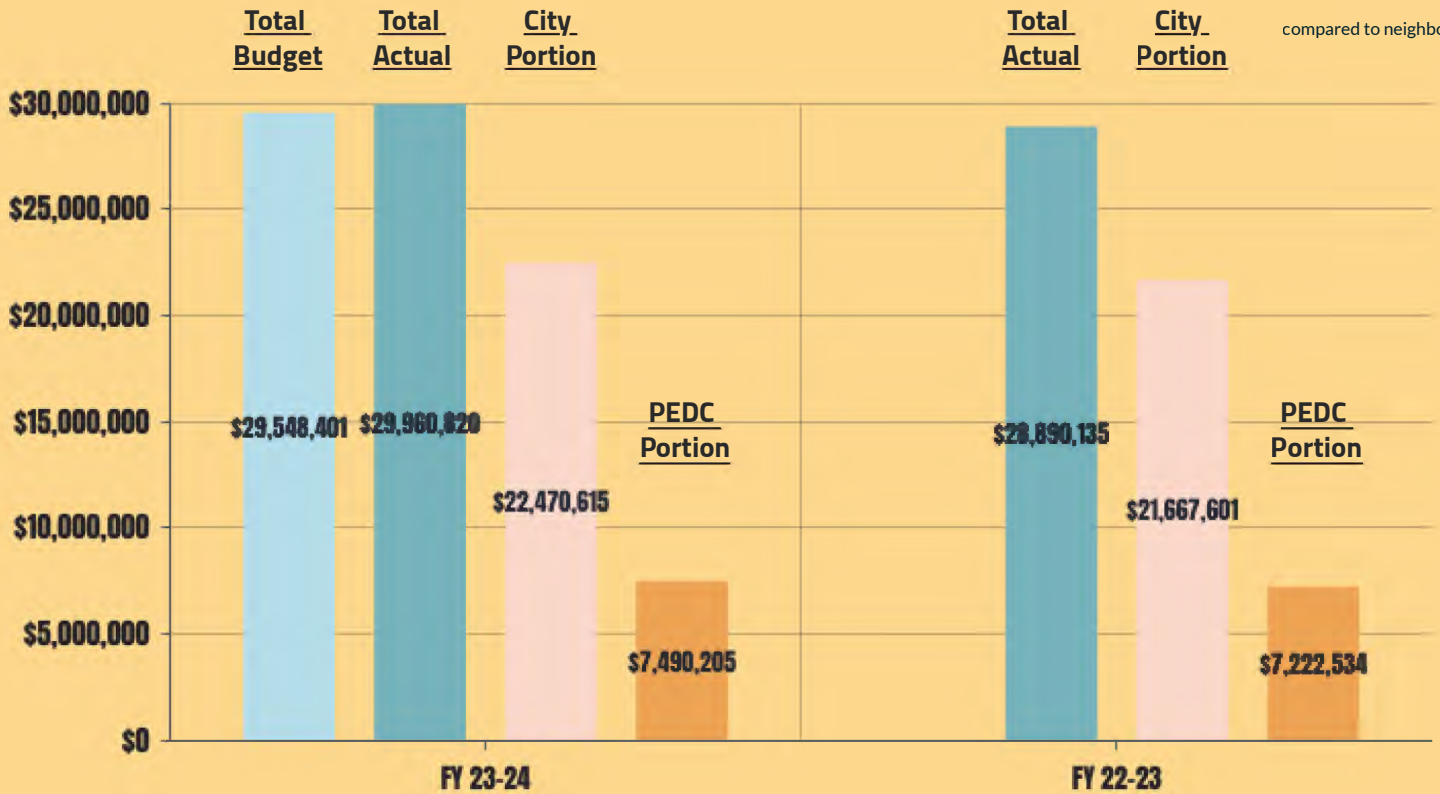
CITY OF PHARR SALES TAXES

as of September 2024 FY 2023-2024

SALES TAXES COLLECTIONS Cash Basis by Fiscal Year

Ranked
No. 5

compared to neighbor Cities



3.89% YTD

Increase in Sales Tax from
Last Year*



16.66%

Compared to September
2023 Cash Basis.



1.40%

Above Budget

*Growth is based on Calendar Year per Texas State Comptroller
Fiscal Year Growth is 3.71%

CREATED BY
Jamison Merrick





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.B.

DATE SUBMITTED: September 9, 2024

MEETING DATE: September 16, 2024

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR: Cynthia Gutierrez

Agenda Item: Announcement from Alzheimer's Association - Walk to End Alzheimer's on Saturday, October 19, 2024

Classification: Regular

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

Issue: Announcement from Alzheimer's Association - Walk to End Alzheimer's on Saturday, October 19, 2024

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
City Management Office

Created/Initiated - 9/9/2024
New -

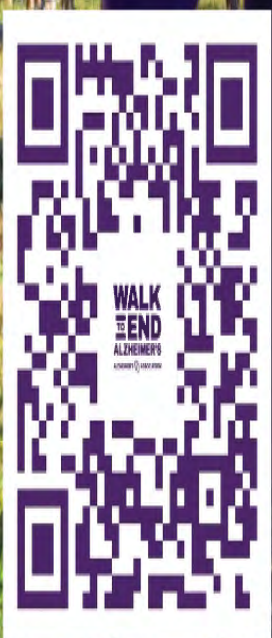
WALK ^{TO} END ALZHEIMER'S

ALZHEIMER'S ASSOCIATION®

Upper Valley

10/19/24

PHARR ONE, PHARR, TX



SCAN THE QR CODE TO
REGISTER TODAY

or visit act.alz.org/upperrgv



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.C.

DATE SUBMITTED: September 13, 2024

MEETING DATE: September 16, 2024

FROM: Imelda Perez, 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:

Imelda Perez

Created/Initiated - 9/13/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.D.

DATE SUBMITTED: September 12, 2024

MEETING DATE: September 16, 2024

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Recognition of Fire Chief Pilar Rodriguez for the Distinguished Service Award.

Classification: Regular

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

Issue: Recognition of Fire Chief Pilar Rodriguez for Distinguished Service Award.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends recognition of Pilar Rodriguez.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
City Management Office

Created/Initiated - 9/12/2024
Final Approval - 9/13/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.E.

DATE SUBMITTED: September 12, 2024

MEETING DATE: September 16, 2024

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Recognition of Raul Escamilla for the National Behind the Scenes Award.

Classification: Regular

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

Issue: Recognition of Raul Escamilla for the National Behind the Scenes Award.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends recognition of Raul Escamilla.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
City Management Office

Created/Initiated - 9/12/2024
Final Approval - 9/13/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 5.F.

DATE SUBMITTED: September 12, 2024

MEETING DATE: September 16, 2024

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Recognition on Accreditation for the Pharr Memorial Library from the Texas State Library and Archives Commission.

Classification: Regular

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

Issue: Recognition on Accreditation for the Pharr Memorial Library from the Texas State Library and Archives Commission.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends recognition for Pharr Memorial Library.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
City Management Office

Created/Initiated - 9/12/2024
Final Approval - 9/13/2024



September 10, 2024

Dear Adolfo,

Congratulations! This letter is official notification that the Hidalgo Federated Library System (FLS) has met all accreditation minimum criteria. Therefore, Pharr Memorial Library is a fully qualified member of the Texas Library System for State Fiscal Year 2025: September 1, 2024, through August 31, 2025. To highlight this, the badge below can be prominently displayed in the library, used as a window cling, or added to the library's website. Links to the badge and other instructions follow this letter.

Accredited libraries are eligible for statewide interlibrary loan (ILL), E-rate – a federal telecommunications discount program, a variety of funding opportunities through this agency, and the TexShare Card and TexShare Databases programs. Submitting an Annual Report allows the library to have access to free Summer Library Program materials through this agency and the Collaborative Summer Library Program (CSLP), and E-Read Texas, a curated e-book collection and platform available statewide.

Check the **Services for Libraries** section of our website for more information about all of the benefits and services available to your library, <https://www.tsl.texas.gov/ldn>. Planning information for budgeting and training for the 2024 Annual Report is available on the Annual Report [webpage](#).

For reporting year 2024, the library's population assignment is 123,469. Its estimated maintenance of effort (MOE) for reporting year 2024 is \$1,769,390.67 and its local per capita operating expenditures are \$14.33.

Register for Annual Report training now! If you cannot attend the live presentation, you will receive notification once the webinar recording is available:

<https://www.tsl.texas.gov/ldn/cec/upcoming-webinars>

- **"Some Assembly Required": Prepare for the 2024 Texas Public Libraries Annual Report Thursday, October 17, 2024, 10-11 AM**
- **Tell Us Your Library's Story: The 2024 Texas Public Libraries Annual Report Thursday, January 9, 2025, 10-11 AM**

If any additional information or assistance is needed, please contact the accreditation staff at accreditation@tsl.texas.gov, or through our toll-free Texas-only number, 800-252-9386.

Valicia Greenwood
Library Data Coordinator

Taylor Gardner
Grants/Accreditation Support Specialist

Erica McCormick
Manager, Grants and Accreditation
Library Development and Networking Division

TSLAC

Preserving yesterday
Informing today
Inspiring tomorrow

Lorenzo de Zavala
State Archives and
Library Building

1201 Brazos Street
Austin, Texas
78701

P.O. Box 12927
Austin, Texas
78711-2927

512-463-5474

www.tsl.texas.gov

Commission Chair
Martha Wong

Members

David C. Garza
David Iglesias
Arthur T. Mann
Nancy Painter Paup
Bradley S. Tegeler
Darryl Tocker

Director and Librarian
Gloria Meraz

2024 Texas Public Library System Accreditation Badges



<https://tinyurl.com/2025BadgeThumb>



<https://tinyurl.com/2025Badge>



Instructions on
Ordering Window S

<https://tinyurl.com/VistaprintInstructions>



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.A.

DATE SUBMITTED: September 9, 2024

MEETING DATE: September 16, 2024

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR: Imelda Perez

Agenda Item: Approval of Minutes for September 3, 2024 - Regular Called Meeting.
This item supports SG - Sound Governance and Fiscal Sustainability.

Classification: Consent

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

Issue: Approval of Minutes for September 3, 2024 - Regular Called Meeting.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval of Minutes as presented.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
City Management Office

Created/Initiated - 9/9/2024
Final Approval - 9/11/2024

**MINUTES
BOARD OF COMMISSIONERS
REGULAR CALLED MEETING
TUESDAY, SEPTEMBER 3, 2024
118 SOUTH CAGE 2nd FLOOR**

The Board of Commissioners of the City of Pharr, Texas, met in a Regular Called Meeting on Monday, September 3, 2024 and following is the record of attendance.

BOARD OF COMMISSIONERS PRESENT: Comm. Michael Pacheco
Comm. Daniel Chavez
Comm. Ricardo Medina
Comm. Itza Flores

BOARD OF COMMISSIONERS ABSENT: Mayor Ambrosio Hernandez
Comm. Roberto Carrillo
Comm. Ramiro Caballero

STAFF PRESENT: Jonathan Flores, City Manager
David Friedlein, Assistant City Manager
Cynthia Garza, Assistant City Manager
Hilda Pedraza, Assistant City Manager
Imelda Perez, City Clerk
Maria Rangel, Interim City Engineer
Jamison Merrick, Finance Director
Veronica Ramirez, HR Director
Juan Villescas, Municipal Court Judge
Juan Gonzalez, Chief of Police
Pilar Rodriguez, Fire Chief
Joe Garza, Asst. Dev. Svcs. Director
Luis Marin, Public Works Director
Keyla Jalife, Asst. O.S.E. Director
Ruben Rosales, Public Utilities Director
Sergio Alanis, Parks & Rec. Director
Adolfo Garcia, Library Director
Jose Pena, I.T. Director
Luis Bazan, Bridge Director
Mayra Gomez, Purchasing Director
Ben Martinez, Asst. EMS Chief
CJ Sanchez, Pharr Chamber President
Yuri Gonzalez, Chief Comm. Officer
Kenneth Ennis, Public Safety Comm. Dir.
Cynthia Gutierrez, Public Health Director
Victor Perez, P.E.D.C. Director
Frank Nunez, Special Events Director

CITY ATTORNEY Ricardo Rodriguez, City Attorney

ITEM 1. CALL TO ORDER

MINUTES: REGULAR CALLED MEETING
September 3, 2024

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

Mayor Pro Tem Chavez called the meeting to order at 4:15 p.m. Roll call established a quorum.

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

B) PLEDGE OF ALLEGIANCE/INVOCATION

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

ITEM 2. PROCLAMATIONS

A) PROCLAMATION PROCLAIMING SEPTEMBER 17, 2024 AS NATIONAL VOTER REGISTRATION DAY.

Jonathan Flores, City Manager, introduced the item.

Rey Perez, PSJA ISD Teacher, stated PSJA ISD Superintendent Dr. Alejandro Elias and Assistant Superintendent Ranulfo Marquez amongst staff and students from various PSJA ISD campuses were present.

Dr. Alejandro Elias, PSJA Superintendent, thanked the Commission for the proclamation and stated proclamation was very important to PSJA ISD as they continue to educate the students in the importance of voting.

Comm.'s Medina and Flores both shared advice on the importance of voting to all students.

Rey Perez, teacher at PSJA ISD, further stated students present were all elected by their peers and served in their respected school's student council boards. At this time, students introduced themselves and stated the school and student council position they currently hold.

Comm. Flores read proclamation proclaiming September 17, 2024 as National Voter Registration Day and presented proclamation to Rey Perez, Superintendents, staff and students present.

B) PROCLAMATION HONORING AND REMEMBERING THE 23RD ANNIVERSARY OF SEPTEMBER 11TH AT PSJA ISD.

Jonathan Flores, City Manager, introduced the item.

MINUTES: REGULAR CALLED MEETING
September 3, 2024

Rey Perez, teacher at PSJA ISD, stated the proclamation was to honor and remember the 23rd anniversary of September 11th. He stated current students were being taught about September 11th and the tragic event that caused the lives of many Americans. Additionally, he stated PSJA ISD students were currently working on a project to honor and remember the first responders involved in this tragic event.

Comm. Pacheco read proclamation Honoring and Remembering the 23rd Anniversary of September 11th at PSJA. Rey Perez, Superintendents, staff and students received the proclamation.

ITEM 3. PUBLIC TESTIMONY

There were no comments from the public.

ITEM 4. PUBLIC HEARINGS

A) PUBLIC HEARING ON DEVELOPMENT SERVICES CASES

There were no comments from the public.

ITEM 5. CITY MANAGER'S REPORTS

A) CITY ENGINEER'S REPORT

Jonathan Flores, City Manager, introduced the item. He stated Maria Rangel, Interim City Engineer, was in the audience and questions could be entertained at this time.

B) CITY EVENTS OF INTEREST

Jonathan Flores, City Manager, called upon Yuri Gonzalez, Chief Communications Officer, for a report on upcoming city events.

Yuri Gonzalez, Chief Communications Officer, presented video recaps of the Lucha Libros event and the 108th Birthday celebration for Juanita Salas held at Colonial Manor.

Yuri Gonzalez, Chief Communications Officer, further reported a press conference on the upcoming Avocado Festival would be held on September 4, 2024 at 11:30 a.m. at Pharr One Building. She extended an invitation to the public to attend and stated press conference would also be available by live stream on the City's Facebook page.

Yuri Gonzalez, Chief Communications Officer, also reported the Stick by Me 4th Annual Suicide Prevention Awareness fair hosted by Pharr Police Department Mental Health Unit would be held on Friday, September 6, 2024 at Pharr Vanguard Academy Nature & Birding Center located at 1025 Richmond Dr. from 7:00 p.m. to 9:00 p.m. She

MINUTES: REGULAR CALLED MEETING

September 3, 2024

stated there would be mental health informational booths, glow stick vigil, guest speakers and a trail walk and extended an invitation to the public to attend.

Lastly, Yuri Gonzalez, Chief Communications Officer, reported the Pet Wellness Fair would take place on Sunday, September 29, 2024 at Pharr One located at 1121 E. Nolana Loop from 9:00 a.m. to 1:00 p.m. She stated there were only three hundred (300) spots available for vaccines and this was for Pharr residents only. She further stated vendors, pet activities and the introduction to the new Pet Activity Wayfinding (PAW) device / PAWS program would be on site. She stated this was a free event and encouraged those interested in participating to pre-register.

ITEM 6. CONSENT AGENDA

- A) **APPROVAL OF MINUTES FOR AUGUST 16, 2024 - BUDGET WORKSHOP MEETING AND AUGUST 19, 2024 - REGULAR CALLED MEETING. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (ADMINISTRATION)**
- B) **CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO A TERM CONTRACT FOR THE PURCHASE AND DELIVERY OF POLICE OFFICER UNIFORMS FOR THE POLICE DEPARTMENT FROM GALLS, INC. FROM ST. LOUIS, MO THROUGH BUY BOARD COOPERATIVE CONTRACT NO. 698-23 THIS ITEM SUPPORTS QL - QUALITY OF LIFE. (PURCHASING)**
- C) **CONSIDERATION AND ACTION, IF ANY, ON DEVELOPMENT SERVICES CASES:**
 - 1. **EDINBURG RAM, LLC, DBA KHAN'S GRILL, REQUESTED RENEWAL OF THE CONDITIONAL USE PERMIT AND LATE HOURS PERMIT TO ALLOW THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION. THE PROPERTY IS LEGALLY DESCRIBED AS BEING LOT 6A, JACKSON RIDGE COURT SUBDIVISION PHASE III – AMENDED PLAT, PHARR, HIDALGO COUNTY, TEXAS. THE PROPERTY'S PHYSICAL ADDRESS IS 1005 SOUTH JACKSON ROAD. CUP#180644 THIS ITEM SUPPORTS EV - ECONOMIC VITALITY.**

Jonathan Flores, City Manager, introduced consent agenda and recommended approval.

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

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

ITEM 11. CLOSED SESSION

MINUTES: REGULAR CALLED MEETING
September 3, 2024

The time being 4:41 p.m., Mayor Pro Tem Chavez stated the commission would be entering into closed session in accordance with Chapter 551 of the Texas Govt. Code to discuss agenda items listed in the public portion of the agenda and Pursuant to Sections 551.071, 551.072, 551.074, 551.076, 551.084 and 551.087.

ITEM 12. RECONVENE

The time being 5:41 p.m., Mayor Hernandez stated the commission would be resuming the open meeting.

REGULAR AGENDA - OPEN SESSION

ITEM 7. ORDINANCES AND RESOLUTIONS

- A) CONSIDERATION AND ACTION, IF ANY, RATIFYING RESOLUTION NO. R-2024-49 ESTABLISHING A COMMUNITY REVITALIZATION PLAN FOR THE REVITALIZATION AREA SURROUNDING THE AFFORDABLE HOUSING DEVELOPMENT KNOWN AS LAKEVIEW VILLAS APARTMENTS. THIS ITEM SUPPORTS QL - QUALITY OF LIFE. (ADMINISTRATION)**

Jonathan Flores, City Manager, introduced the item.

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

Resolution No. R-2024-49 is filed with the City Clerk's Office.

- B) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING STAKEHOLDERS GROUP FOR THE COMPREHENSIVE PLAN UPDATE. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (DEVELOPMENT SERVICES)**

Jonathan Flores, City Manager, introduced the item.

Hilda Pedraza, Assistant City Manager, recommended Comm. Roberto "Bobby" Carrillo, Comm. Michael Pacheco, Comm. Ricardo Medina, Comm. Daniel Chavez, Danny Wylie, Ramiro Gutierrez, Romeo Cantu, Marty Moore, Rafael Mungia, Danny Smith and Mari Caballero as Stakeholder Group members for the Comprehensive Plan Update.

Comm. Medina **moved** to appoint Comm. Roberto "Bobby" Carrillo, Comm. Michael Pacheco, Comm. Ricardo Medina, Comm. Daniel Chavez, Danny Wylie, Ramiro Gutierrez, Romeo Cantu, Marty Moore, Rafael Mungia, Danny Smith and Mari Caballero to the Stakeholders Group for the Comprehensive Plan update. Comm. Pacheco seconded the motion and when put to a vote, it carried unanimously.

MINUTES: REGULAR CALLED MEETING
September 3, 2024

Resolution No. R-2024-50 is filed with the City Clerk's Office.

C) CONSIDERATION AND ACTION, IF ANY, ON RESOLUTION APPOINTING ASSISTANT CITY CLERK. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (ADMINISTRATION)

Jonathan Flores, City Manager, introduced the item and recommended Alessandra Garcia.

Comm. Medina moved to appoint Alessandra Garcia as Assistant City Clerk. Comm. Flores seconded the motion and when put to a vote, it carried unanimously.

Resolution No. R-2024-51 is filed with the City Clerk's Office.

ITEM 8. ADMINISTRATIVE

A) CONSIDERATION AND ACTION, IF ANY, ON SUBMITTING ENTITLEMENT VOTE FOR CANDIDATE TO THE TEXAS MUNICIPAL LEAGUE (TML) REGION 12 DIRECTOR ELECTION. THIS ITEM SUPPORTS SG - SOUND GOVERNANCE AND FISCAL SUSTAINABILITY. (ADMINISTRATION)

Jonathan Flores, City Manager, introduced the item and recommended vote for candidate, Victor Sebastian "Seby" Haddad.

Comm. Pacheco moved to approve vote for candidate Victor Sebastian "Seby" Haddad. Comm. Flores seconded the motion and when put to a vote, it carried unanimously.

ITEM 9. PURCHASING

A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO PURCHASE ONE (1) NEW 2023 FE TROLLEY - VILLAGER GASOLINE FOR PUBLIC WORKS FROM SPECIALTY VEHICLES (SVI, INC) FROM HENDERSON, NV FOR THE AMOUNT OF \$226,697.67 THROUGH THE HOUSTON-GALVESON AREA COUNCIL (H-GAC) CONTRACT NO. BT01-21 THIS ITEM SUPPORTS QL - QUALITY OF LIFE. (PURCHASING)

Jonathan Flores, City Manager, introduced the item.

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

ITEM 10. CONTRACTS/AGREEMENTS

MINUTES: REGULAR CALLED MEETING
September 3, 2024

- A) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AWARD A CONSTRUCTION CONTRACT FOR THE COMMERCIAL VEHICLE PARKING AREA TO NM CONTRACTING, LLC, FROM MCALLEN, TX, IN THE AMOUNT OF \$11,888,058.76. THIS ITEM SUPPORTS IF - INFRASTRUCTURE. (ENGINEERING)**

Jonathan Flores, City Manager, introduced the item and corrected recommendation on awarding contract to IOC Company, LLC. in the amount of \$12,290,043.

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

- B) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO AWARD A CONSTRUCTION CONTRACT FOR THE DONATION ACCEPTANCE PROGRAM FOR FISCAL YEAR 2016 (DAP FY 16) TO D. WILSON CONSTRUCTION COMPANY FROM MCALLEN, TX, IN THE AMOUNT OF \$45,253,972.12. THIS ITEM SUPPORTS IF - INFRASTRUCTURE. (ENGINEERING)**

Jonathan Flores, City Manager, introduced the item.

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

- C) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING CITY MANAGER TO ENTER INTO AN AGREEMENT WITH INTERNATIONAL CONSULTING ENGINEERS (ICE) FROM CORPUS CHRISTI, TX FOR THE PROFESSIONAL SERVICES FOR THE CITY OF PHARR URBAN FORESTRY IN THE AMOUNT OF \$469,700. THIS ITEM SUPPORTS QL - QUALITY OF LIFE. (PURCHASING)**

Jonathan Flores, City Manager, introduced the item and recommended to table item.

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

- D) CONSIDERATION AND ACTION, IF ANY, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AMENDMENT NUMBER 7 IN AN AMOUNT NOT TO EXCEED \$574,000 WITH HALFF ASSOCIATES, INC., FROM MCALLEN, TX, FOR THE DONATIONS ACCEPTANCE PROGRAM FISCAL YEAR 2016 (DAP FY 16). THIS ITEM SUPPORTS IF - INFRASTRUCTURE. (ENGINEERING)**

Jonathan Flores, City Manager, introduced the item.

MINUTES: REGULAR CALLED MEETING
September 3, 2024

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

- E) **CONSIDERATION AND ACTION, IF ANY, ON AMENDMENT NUMBER 7 IN THE AMOUNT OF \$12,000 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH STRUCTURAL ENGINEERING ASSOCIATES, INCORPORATED (SEA), FROM SAN ANTONIO, TX, FOR THE PHARR-REYNOSA INTERNATIONAL BRIDGE EXPANSION PROJECT. THIS ITEM SUPPORTS IF - INFRASTRUCTURE. (ENGINEERING)**

Jonathan Flores, City Manager, introduced the item.

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

ITEM 13. ADJOURNMENT

There being no other business to come before the board, Comm. Medina **moved** to adjourn. Comm. Pacheco seconded the motion and when put to a vote, the motion carried unanimously. Meeting adjourned at 5:47 p.m.

CITY OF PHARR

DANIEL CHAVEZ
MAYOR PRO TEM

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF PHARR

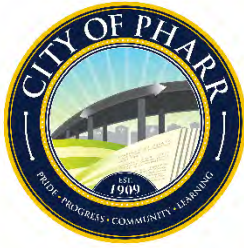
ON THIS THE 3rd DAY OF SEPTEMBER 2024 the Board of Commissioners of the City of Pharr, Texas convened in a **REGULAR CALLED MEETING** at the Commissioner's Room located at 118 S. Cage, 2nd Floor, Pharr, Texas. The meeting being open to the public and notice of said meeting, giving the date, place, subject, hereof, having been posted in accordance with Chapter 551, Texas Government Code (Open Meetings Act) and there being present a quorum, I, **IMELDA PEREZ, CITY CLERK**, of the City of Pharr, Texas, certify that this is a true and correct copy of the minutes.

MINUTES: REGULAR CALLED MEETING
September 3, 2024

ATTEST:

IMELDA PEREZ, CITY CLERK

APPROVED:



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.B.

DATE SUBMITTED: September 5, 2024

MEETING DATE: September 16, 2024

FROM: Maritza Magallan, Contract
Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into Service contract for a firework display for Veterans Day, Winter Wonderland, and New Years Eve 2024 with Pyro Shows of Texas from Fort Worth, TX for the amount of \$52,500. **This item supports QL - Quality of Life.**

Classification: Regular

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

Issue: As part of the following City Events; Veterans Day, Winter Wonderland, and the New Year's Eve Ball Drop, a public fireworks display will be held. The City of Pharr would like to enter into agreement with Pyro Shows of Texas for the displays for a grand total amount of \$52,500.00 for all three (3) events.

Veterans Day \$35,000

Winter Wonderland \$2,500

New Years Eve \$15,000

Project No. 2324-01-515-S43-01

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval to enter into Service contract for firework displays

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan

Mayra Gomez

Pilar Rodriguez

Hilda Pedraza

Ricardo Rodriguez

Jamison Merrick

City Management Office

Created/Initiated - 9/5/2024

Approved - 9/6/2024

Approved - 9/13/2024

Approved - 9/13/2024

Approved - 9/13/2024

Approved - 9/13/2024

Final Approval - 9/13/2024



Custom Fireworks Proposal

Presented to,

City of Pharr

New Years Eve

December 31, 2024

Submitted by,

Chad Stanley
Vice President

pyroshows.com



Your Event

City of Pharr New Year's Eve December 31, 2024

As a professional firework display company, Pyro Shows' key objectives are to provide a **SAFE** and **EPIC** show! Several factors must align to achieve a successful production at a cost-effective price point for you.

Pyro Shows uses a combination of proprietary methods along with the latest technology.



Safety

Anytime explosives are handled, safety should be at the absolute top of the priority list. Pyro Shows' company culture begins with safety and exceeds beyond regulatory requirements.



Innovative Technology

Our firing method for professional displays is a combination of firing equipment developed by Pyro Shows in conjunction with the latest firing systems technology.



Production Value

We begin with your vision and bring it to life by designing a custom, turn-key production. Our products are carefully selected from reputable suppliers, then tested internally to monitor safety and evaluate performance.



Insurance & Compliance



Included Services

All pyrotechnic permit applications, supporting documents, and processing fees required by:

City	FAA NOTAM
County	USCG
State	State Resource & Mgt Agencies

Insurance Coverage

General Liability \$10,000,000

Auto Liability \$10,000,000

Workers Comp \$ 1,000,000

Workers Comp includes U.S. Longshoreman and Harbormaster coverage.

Insurance Agencies:

Britton-Gallagher- Acrisure Partner

E.E. Hill Insurance

Compliance

BATFE—Bureau Alcohol, Tobacco, Firearms & Explosives

FAA—Federal Aviation Administration

U.S. Coast Guard

NEPA 1123 & 1124

Seriously Safe



Pyro Shows Safety Protocols

Although fireworks are fun and festive, Pyro Shows is very serious about safety. Our company culture revolves around “best safety practices” and routine safety training. Safety is not just our job, it’s our number one priority!

Check the Facts

We get it. Business is business, but before anyone hires a fireworks company, we encourage fact-checking all firework companies who are contenders! Although it often comes down to dollars and **cents**, choosing the right company should always make **sense**. We recommend considering specific criteria including company experience, reputation, regulatory compliance, customer service, and insurance coverage (general liability, auto, workers compensation). Also, verify the company has a USDOT number and Hazmat Safety Permit, specifically for 1.3g explosives.

CONTINUOUSLY MONITORED



SAFETY TRAINING



LICENSED PYROTECHS



SAFETY COMPLIANCE

PYROTECH SAFETY CREDENTIALS



- STATE LICENSED
- CURRENT CE HOURS
- ATF CLEARANCE



“Cake” Fireworks



When we add elements of cake fireworks into the design of a show, this simply means that your audience has a vantage point where they can see effects that begin at ground-level, in addition to fireworks that go hundreds of feet into the sky before they are seen.

Our inventory of cakes consists of a variety of effects, and we are including a sample below to give you a visual idea of color and



**Brocade
Crown**

Bright sparkling comets leaving bright gold tails.



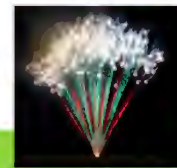
**Eruption
Candles**

Multiple shots fired from one device displaying a beautiful fan



**Peacock w/
Thunder**

Fast-paced and very loud attention grabbing results.



**Color Tail to
Silver Glitter
Willow**

Colored comets that break into glittery willow tree effects.



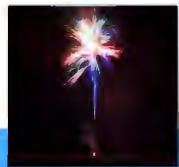
**Mixed Color
Chrys**

Spherical break of multicolored stars that leave a visible trail.



**Multicolor
Umbrella**

Bright tri-color bursts and effects are bold and lingering.



**Splendid
Silver Tail**

Comets of bold hues of red, blue and silver.



**Peachblow w/
Lemon Tail**

Yellow and pink comets that sweep lively back and forth.



**Assorted
Salute**

Salutes are the noise in the grand finale. Very loud and enhance



**Red, White,
Blue Peony**

Spherical break of yellow, pink, and orange stars.

Cake Summary



"Cake" fireworks are bound clusters of fireworks that begin at ground-level. In other words, aerial "shell" fireworks climb up several hundred feet in the sky and are seen high when they burst. Cake fireworks begin at ground level and visually seen from the ground up to a few hundred feet.

Cakes create a beautiful layered effect when shot with aerial fireworks.

Pharr, City of
Pharr NYE 1231 2024
Tuesday, December 31, 2024

\$15,000.00

SPECIAL EFFECT			TOTAL
CO2 - 20lb Tank			2
Confetti - Venturri Machines			2
Confetti- Bulk			10

Mines - 48MM (1.4G)			18
Gerb-1X65			6
Gerb-20x20			18
Comet->45'			24
Plates - 8x15 (1.4G)			65
Strobe Pots (1.4G)			18
Flash Report			3

Pyro Shows Workflow

The professional fireworks industry is a very unique industry. For every show we do, whether it's a small birthday party to an extravaganza on the 4th of July, *each show* goes through a workflow of multiple layers.

Here is a **brief** summary of the attention Pyro Shows will give YOUR show!

1 Administrative



Once Show Directors have performed site evaluations, completed the show design process, and coordinated crews—the admin process may begin!

Lots of moving documents! Contracts, sales orders, insurance certificates, site diagrams, product summaries, regulatory information, processing paperwork for local and state permit applications. The list goes on!

2 Design and Scripting



Select each firework based on color, visual effect, and timing. Write the show script that goes to the field operations team and to the Pyrotech. If the show is musically accompanied, create the soundtrack. If choreographed, create the custom soundtrack and script each firework to the beat of the music.

3 Field Operations



Gather fireworks from storage magazines based on design script. Scan firework bar codes of each piece of product for internal inventory and ATF compliance. Pack and secure each show with all fireworks, mortar racks, fire extinguishers, PPE equipment, and post-show cleanup supplies. Once each show is "compiled", then they are loaded onto trucks.

4 Firework Show Day



Pyrotech Crew Chief and crew members arrive on site the morning of show (or days before the show depending on the show size). Survey and monitor fallout safety area, mark launch site safety zone, begin unloading equipment, assembling racks, placing racks in accordance to show design script. Load explosives into mortars, cover/waterproof loaded fireworks. Wire explosives, check wiring, continuity, firing system and backup firing system. Get ready for showtime!



PYROfessionals



Superior Customer Service



Satisfaction Guaranteed



Permit Processing



Expertise



\$10M Insurance Coverage



Experience

At Pyro Shows, we believe that the mark of a good fireworks company is not the absence of an occasional “dud”, but what **WE DO FOR YOU** if there is a “dud”.

Safety Fallout Zone



Below is a site diagram which is a satellite image of your venue. The circles indicate the safety fallout radius. The safety distance is calculated based on the largest size firework in the show design. A site survey and satellite view confirm we are the required distances away from parking lots, roadways, occupied dwellings, and powerlines.



SECURED AREA A MINIMUM OF 105 FEET FROM ALL SIDES OF THE FIRING SITE. NO SCHOOLS, CHURCHES, HOSPITALS, LICENSED CHILD CARE, HEALTH CARE, DETENTION, CORRECTIONAL FACILITY OR ASYLUMS WITHIN 600 FEET FROM ALL SIDES OF THE FIRING SITE. NO HAZARDOUS MATERIAL WITHIN 210 FEET FROM ALL SIDES OF THE FIRING SITES. CITY OF PHARR IS RESPONSIBLE FOR PERIMETER SECURITY.

Member in Good Standing



Pyro Shows is an active *Member in Good Standing* of the *American Pyrotechnic Association* (APA). This signifies that we comply with the association rules, by-laws, and code of ethics in the industry of pyrotechnics.

The APA has led the fireworks industry, promoting safety in the design and use of all types of legal fireworks. Its members are committed to safety and regulatory compliance.



[THIS IS TO CERTIFY THAT

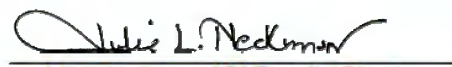
Pyro Shows, Inc.

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FOR THE YEAR 2024

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Michael Cartolano – APA President

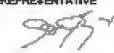

Julie L. Heckman – APA Executive Director

Preserving and Promoting an American Tradition

Proof of Insurance



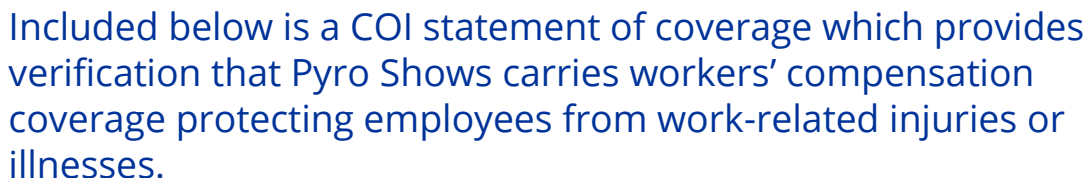
Included below is a COI statement of general liability coverage which provides verification that Pyro Shows is insured under a policy with total limits of \$10,000,000.

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 1/28/2023	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.					
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PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 8th Street Cleveland OH 44114			CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): E-MAIL ADDRESS:		
INSURED Pyro Shows, Inc. PO Box 1778 115 North 1st Street La Follette TN 37766			INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Everest Indemnity Insurance Co. 10851 INSURER B: Arch Speciality Ins Co 21199 INSURER C: Everest Denali Insurance Company 18044 INSURER D: INSURER E: INSURER F:		
COVERAGES		CERTIFICATE NUMBER: 580836842		REVISION NUMBER:	
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INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER (INSR, WVD)	POLICY NUMBER	POLICY PERIOD (MM/DD/YYYY)	POLICY LIMITS (MM/DD/YYYY)
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC		SHBLD1925-321	11/1/2022	11/1/2023 EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOF AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-SCHEDULED AUTOS		SISCAD00	11/1/2022	11/1/2023 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$		LUXP1034375-03	11/1/2022	11/1/2023 EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NE) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A			WC STATU-TORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Liability 32		SHBXD1962-321	11/1/2022	11/1/2023 Each Decl Aggregate: 5,000,000 Total Limits: 10,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement. Excess policies are excess of both the general liability and automobile policies for total limits of \$10 million each. ***SAMPLE ONLY***					
CERTIFICATE HOLDER			CANCELLATION		
SAMPLE ONLY			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 		

ACORD 25 (2010/05)

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All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

FWD



Pyro Shows of Texas, Inc. Texas state Fire Marshal's Fireworks Distributor's License.

FIREWORKS DISTRIBUTOR'S LICENSE
TEXAS DEPARTMENT OF INSURANCE
STATE FIRE MARSHAL'S OFFICE

Issued To:

PYRO SHOWS OF TEXAS INC

Registration Number

FWD-1838133

Effective Date: 07-10-2013

Expiration Date: 07-10-2025

Business Location:

6601 NINE MILE AZLE RD, FT WORTH, TX 76135-9587

Doing Business As:

Registered Location(s):

To receive news and updates from the SFMO concerning fire industry licensing, sign up for the SFMO Licensing eNews updates [on our website.](#)

ATF Importers

Federal Explosives License/Permit, Importer of Explosives



U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit (18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown: **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF
Correspondence To
ATF - Chief, FELC
244 Noedy Road
Martinsburg, WV 25405-9431

License/Permit
Number

5-TX-439-51-5K-01722

Chief, Federal Explosives Licensing Center (FELC)

Expiration
Date

October 1, 2025

Name

PYRO SHOWS OF TEXAS INC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

**6601 NINE MILE AZLE ROAD
FORT WORTH, TX 76135-**

Type of License or Permit

51-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

**PYRO SHOWS OF TEXAS INC
6601 NINE MILE AZLE ROAD
FORT WORTH, TX 76135-**

Licensee/Permittee Responsible Person Signature

Position Title

Chad Strick

10-12-2022

Printed Name

Date

Previous Edition is Obsolete

PYRO SHOWS OF TEXAS INC 6601 NINE MILE AZLE ROAD FORT WORTH, TX 76135-9431

ATF Form 5400.14-5400.15 Part 1
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Noedy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here X

Federal Explosives License/Permit (FEL) Information Card	
License/Permit Name:	PYRO SHOWS OF TEXAS INC
Business Name:	
License/Permit Number:	5-TX-439-51-5K-01722
License/Permit Type:	51-IMPORTER OF EXPLOSIVES
Expiration:	October 1, 2025
Please Note: Not Valid for the Sale or Other Disposition of Explosives	

Experience



Please see your requested list of references below. We are happy to provide additional show experience upon request.

Texas Motor Speedway

We shoot multiple high profile and televised events for Texas Motor Speedway. These require a level of professionalism that is important for large broadcast productions.

Kenton Nelson 817-215-8462 O 817-528-9348 C

knelson@texasmotorspeedway.com

3545 Lone Star Circle, Fort Worth TX 76177

Farmers Branch, TX

We shoot both a Christmas and 3rd of July event for Farmers Branch. As with most of our clients they have been with us for many years, due to professional service, awesome shows, and great communication.

Jocelyn Avina 972-919-2598 O

Jocelyn.Avina@farmersbranchtx.gov

14050 Heartside Place, TX 75234

Addison, TX

Addison's Independence Day Celebration is the largest show in the state and the number two show in the Nation. It's awesome logistical challenges just prove how easily Pyro Shows of Texas can handle any event. The show is carried on (6) 18-wheeler trailers and must be moved onto the end of an active runway just hours before show time and reset for the show.

Geoff Fairchild 214-738-5794 C

gfairchild@addisontx.gov

5350 Belt Line Road, Addison, TX 75001

Next Steps



We hope you've enjoyed reviewing our ideas for your show and taking a peek into our process that makes it all happen!

Now that you have the show summary and pricing, let's move on to the next steps.



Ask questions and discuss any desired changes

If you're new to this process, it's typical to have questions so ask away! Remember that customization is key! We will make the changes necessary to bring the vision of your event to life. If you have no questions, then please proceed to the next step.



Accept the proposal as presented

Contact us via phone and/or email to let us know you're happy with our proposal and are ready to move forward with booking your show!



Finalize and sign the contract

We will send you a show contract. A signed contract finalizes the specific details of your show and reserves your show date. A signed contract is the document required by our insurance carrier to ensure that you, our customer, and your audience are covered under our General Liability policy.



Submit an initial deposit payment

The payment terms are agreed upon in advance and referenced in the show contract.

Thank you!



We appreciate your interest in fireworks for your event and for considering Pyro Shows of Texas as your fireworks vendor.

Please feel free to reach out to us with any comments or questions. We hope to have the chance to work for you and make your event an **EPIC** one!

Contact Us



CStanley@pyroshows.com, KWeatherby@pyroshows.com



817.933.9017, 817.237.3371



www.pyroshows.com



6601 Nine Mile Azle Rd, Fort Worth, TX 76135



Custom Fireworks Proposal

Presented to,

City of Pharr

Winter Wonderland
December 6, 2024

Submitted by,

Chad Stanley
Vice President

pyroshows.com



Page 1

Your Event

City of Pharr Winter Wonderland December 6, 2024

As a professional firework display company, Pyro Shows' key objectives are to provide a **SAFE** and **EPIC** show! Several factors must align to achieve a successful production at a cost-effective price point for you.

Pyro Shows uses a combination of proprietary methods along with the latest technology.



Safety

Anytime explosives are handled, safety should be at the absolute top of the priority list. Pyro Shows' company culture begins with safety and exceeds beyond regulatory requirements.



Innovative Technology

Our firing method for professional displays is a combination of firing equipment developed by Pyro Shows in conjunction with the latest firing systems technology.



Production Value

We begin with your vision and bring it to life by designing a custom, turn-key production. Our products are carefully selected from reputable suppliers, then tested internally to monitor safety and evaluate performance.



Insurance & Compliance



Included Services

All pyrotechnic permit applications, supporting documents, and processing fees required by:

City	FAA NOTAM
County	USCG
State	State Resource & Mgt Agencies

Insurance Coverage

General Liability \$10,000,000

Auto Liability \$10,000,000

Workers Comp \$ 1,000,000

Workers Comp includes U.S. Longshoreman and Harbormaster coverage.

Insurance Agencies:

Britton-Gallagher- Acrisure Partner

E.E. Hill Insurance

Compliance

BATFE—Bureau Alcohol, Tobacco, Firearms & Explosives

FAA—Federal Aviation Administration

U.S. Coast Guard

NEPA 1123 & 1124

Seriously Safe



Pyro Shows Safety Protocols

Although fireworks are fun and festive, Pyro Shows is very serious about safety. Our company culture revolves around “best safety practices” and routine safety training. Safety is not just our job, it’s our number one priority!

Check the Facts

We get it. Business is business, but before anyone hires a fireworks company, we encourage fact-checking all firework companies who are contenders! Although it often comes down to dollars and **cents**, choosing the right company should always make **sense**. We recommend considering specific criteria including company experience, reputation, regulatory compliance, customer service, and insurance coverage (general liability, auto, workers compensation). Also, verify the company has a USDOT number and Hazmat Safety Permit, specifically for 1.3g explosives.

CONTINUOUSLY MONITORED



SAFETY TRAINING



LICENSED PYROTECHS



SAFETY COMPLIANCE

PYROTECH SAFETY CREDENTIALS



- STATE LICENSED
- CURRENT CE HOURS
- ATF CLEARANCE



“Cake” Fireworks



When we add elements of cake fireworks into the design of a show, this simply means that your audience has a vantage point where they can see effects that begin at ground-level, in addition to fireworks that go hundreds of feet into the sky before they are seen.

Our inventory of cakes consists of a variety of effects, and we are including a sample below to give you a visual idea of color and



**Brocade
Crown**

Bright sparkling comets leaving bright gold tails.



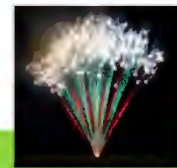
**Eruption
Candles**

Multiple shots fired from one device displaying a beautiful fan



**Peacock w/
Thunder**

Fast-paced and very loud attention grabbing results.



**Color Tail to
Silver Glitter
Willow**

Colored comets that break into glittery willow tree effects.



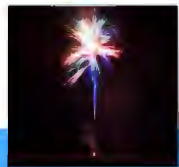
**Mixed Color
Chrys**

Spherical break of multicolored stars that leave a visible trail.



**Multicolor
Umbrella**

Bright tri-color bursts and effects are bold and lingering.



**Splendid
Silver Tail**

Comets of bold hues of red, blue and silver.



**Peachblow w/
Lemon Tail**

Yellow and pink comets that sweep lively back and forth.



**Assorted
Salute**

Salutes are the noise in the grand finale. Very loud and enhance



**Red, White,
Blue Peony**

Spherical break of yellow, pink, and orange stars.

Cake Summary



“Cake” fireworks are bound clusters of fireworks that begin at ground-level. In other words, aerial “shell” fireworks climb up several hundred feet in the sky and are seen high when they burst. Cake fireworks begin at ground level and visually seen from the ground up to a few hundred feet.

Cakes create a beautiful layered effect when shot with aerial fireworks.

AERIAL & LOW LEVEL SUM

MINIMAL DATA-PHARR TREE LIGHTING - 2024 TX-v4-P4-M6.xlsm

Pharr, City of
Pharr Tree Lighting 1206 2024
Friday, December 6, 2024
Show Time: 6:30 PM | Show Length: 5 Minutes
\$2,500.00

MAIN BODY

SHELL SIZE	DEVICE	QUANTITY	TOTAL
	Gerbs - 20x20 (1.4G)	8	8
	Gerbs - 1x65 (1.4G)	8	8
MAIN BODY DEVICE TOTAL			16

TOTAL DEVICE COUNT - MAIN BODY AND FINALE	16
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Pyro Shows Workflow

The professional fireworks industry is a very unique industry. For every show we do, whether it's a small birthday party to an extravaganza on the 4th of July, *each show* goes through a workflow of multiple layers.

Here is a ***brief*** summary of the attention Pyro Shows will give YOUR show!

1 Administrative



Once Show Directors have performed site evaluations, completed the show design process, and coordinated crews—the admin process may begin!

Lots of moving documents! Contracts, sales orders, insurance certificates, site diagrams, product summaries, regulatory information, processing paperwork for local and state permit applications. The list goes on!

2 Design and Scripting



Select each firework based on color, visual effect, and timing. Write the show script that goes to the field operations team and to the Pyrotech. If the show is musically accompanied, create the soundtrack. If choreographed, create the custom soundtrack and script each firework to the beat of the music.

3 Field Operations



Gather fireworks from storage magazines based on design script. Scan firework bar codes of each piece of product for internal inventory and ATF compliance. Pack and secure each show with all fireworks, mortar racks, fire extinguishers, PPE equipment, and post-show cleanup supplies. Once each show is “compiled”, then they are loaded onto trucks.

4 Firework Show Day



Pyrotech Crew Chief and crew members arrive on site the morning of show (or days before the show depending on the show size). Survey and monitor fallout safety area, mark launch site safety zone, begin unloading equipment, assembling racks, placing racks in accordance to show design script. Load explosives into mortars, cover/waterproof loaded fireworks. Wire explosives, check wiring, continuity, firing system and backup firing system. Get ready for showtime!



PYROfessionals



Superior Customer Service



Satisfaction Guaranteed



Permit Processing



Expertise



\$10M Insurance Coverage



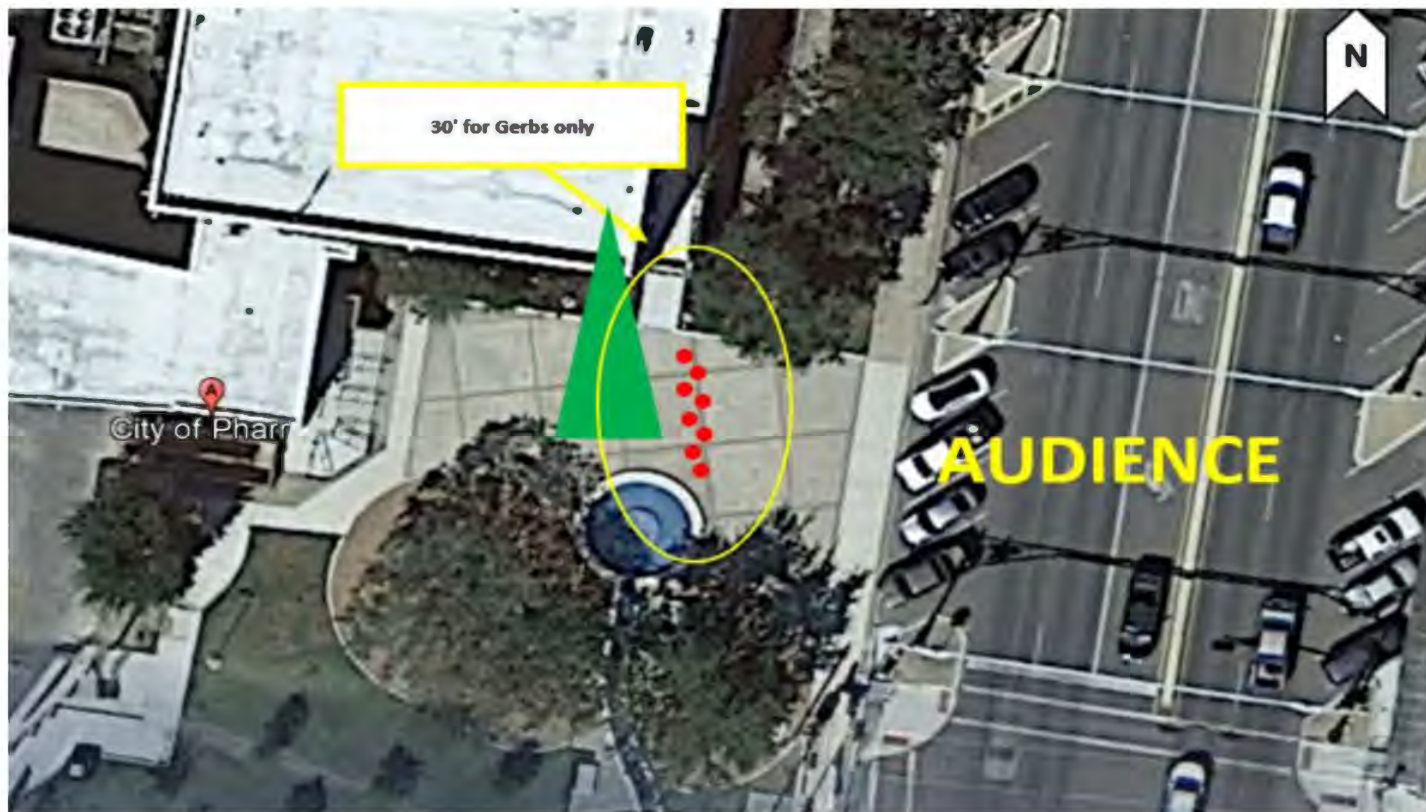
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SECURED AREA A MINIMUM OF 30 FEET FROM ALL SIDES OF THE FIRING SITE. NO SCHOOLS, CHURCHES, HOSPITALS, LICENSED CHILD CARE, HEALTH CARE, DETENTION, CORRECTIONAL FACILITY OR ASYLUMS WITHIN 600 FEET FROM ALL SIDES OF THE FIRING SITE. NO HAZARDOUS MATERIAL WITHIN 60 FEET FROM ALL SIDES OF THE FIRING SITES. CITY OF PHARR IS RESPONSIBLE FOR PERIMETER SECURITY.

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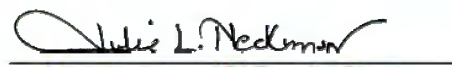
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FOR THE YEAR 2024

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Michael Cartolano – APA President


Julie L. Heckman – APA Executive Director

Preserving and Promoting an American Tradition

Proof of Insurance



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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE RECDYMMYY

1/28/2023

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 8th Street Cleveland OH 44114	CONTACT NAME:	
	PHONE (A/C No. Ext.): 216-658-7100	FAX (A/C No.):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAG #
	INSURER A : Everest Indemnity Insurance Co.	10B51
INSURED Pyro Shows, Inc. PO Box 1776 115 North 1st Street La Follette TN 37766	INSURER B : Arch Specialty Ins Co	21199
	INSURER C :Everest Denali Insurance Company	16044
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 560836642 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAMS-WADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PRO-JECT ☐ LOC		SIMBLD1929-221	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 1,000,000 SPACE TO REVIEW PREMISES (Ea occurrence) \$ 500,000 MED EXP.(Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OFP ADG \$ 2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ EXCESS LIAB ☒ DED RETENTION \$	X SCHEDULED AUTOS NON-AUTOS X X Hired Autos X OCCURS CLAIMS-WADE	LXP1034375-Q3	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ W/G STATU-TORY LIMITS OTH-ER EL EACH ACCIDENT \$ EL DISASE-EA EMPLOYEE \$ EL DISASE-POLICY LIMIT \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory In HI) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N [] N/A					\$
D	Excess Liability #2		SIREXD1962-221	11/1/2022	11/1/2023	Each Occ Aggregate Total Limits 5,000,000 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

Excess policies are excess of both the general liability and automobile policies for total limits of \$10 million each.
SAMPLE ONLY

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
SAMPLE ONLY	AUTHORIZED REPRESENTATIVE

Proof of Insurance



Included below is a COI statement of coverage which provides verification that Pyro Shows carries workers' compensation coverage protecting employees from work-related injuries or illnesses.

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 2/10/2023	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).					
PRODUCER (423)562-2112 E.E. Hill & Son, Inc. House Account PO Box 1406 LaFollette, TN 37766			CONTACT NAME: MOLLY SMITHERS PHONE (A/C No. Ext.): (423)562-2112 Ext. FAX (A/C No.): (423)562-2114 E-MAIL ADDRESS: MOLLY@eehill.com		
INSURED PYRO SHOWS INC PO BOX 1776 LA FOLLETTE, TN 37766			INSURER(S) AFFORDING COVERAGE INSURER A: LM INSURANCE CORPORATION INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CO.					
TYPE OF INSURANCE	INSURANCE	POLICY NUMBER	POLICY	POLICY	LIMITS
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOG					EACH OCCURRENCE \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ☐ HIRED AUTOS					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
UMBRELLA LIAB ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED. ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ☐ ANY EMPLOYEE TO WHOM THE EMPLOYEE IS NOT A MEMBER OF THE EXCLUDED? (Mandatory in NM) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A Y	W05-335-82909Z-013	02/02/23	02/02/24	☒ WC STATU- TORY LIMITS ☐ OTH- ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101. Additional Remarks Schedule, if more space is required)					
CERTIFICATE HOLDER X			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 		
ACORD 25 (2010/05) The ACORD name and logo are registered marks of ACORD © 1988-2010 ACORD CORPORATION. All rights reserved.					

FWD



Pyro Shows of Texas, Inc. Texas state Fire Marshal's Fireworks Distributor's License.

FIREWORKS DISTRIBUTOR'S LICENSE
TEXAS DEPARTMENT OF INSURANCE
STATE FIRE MARSHAL'S OFFICE

Issued To:

PYRO SHOWS OF TEXAS INC

Registration Number

FWD-1838133

Effective Date: 07-10-2013

Expiration Date: 07-10-2025

Business Location:

6601 NINE MILE AZLE RD, FT WORTH, TX 76135-9587

Doing Business As:

Registered Location(s):

To receive news and updates from the SFMO concerning fire industry licensing, sign up for the SFMO Licensing eNews updates [on our website.](#)

ATF Importers

Federal Explosives License/Permit, Importer of Explosives



U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit (18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown: **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF
Correspondence To
ATF - Chief, FELC
244 Noedy Road
Martinsburg, WV 25405-9431

License/Permit
Number

5-TX-439-51-5K-01722

Chief, Federal Explosives Licensing Center (FELC)

Expiration
Date

October 1, 2025

Name

PYRO SHOWS OF TEXAS INC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

**6601 NINE MILE AZLE ROAD
FORT WORTH, TX 76135-**

Type of License or Permit

51-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

**PYRO SHOWS OF TEXAS INC
6601 NINE MILE AZLE ROAD
FORT WORTH, TX 76135-**

Licensee/Permittee Responsible Person Signature

Position Title

Chad Strick

10-12-2022

Printed Name

Date

Previous Edition is Obsolete

PYRO SHOWS OF TEXAS INC 6601 NINE MILE AZLE ROAD FORT WORTH, TX 76135-9431

ATF Form 5400.14-5400.15 Part 1
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Noedy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here X

Federal Explosives License/Permit (FEL) Information Card	
License/Permit Name:	PYRO SHOWS OF TEXAS INC
Business Name:	
License/Permit Number:	5-TX-439-51-5K-01722
License/Permit Type:	51-IMPORTER OF EXPLOSIVES
Expiration:	October 1, 2025
Please Note: Not Valid for the Sale or Other Disposition of Explosives	

Experience



Please see your requested list of references below. We are happy to provide additional show experience upon request.

Texas Motor Speedway

We shoot multiple high profile and televised events for Texas Motor Speedway. These require a level of professionalism that is important for large broadcast productions.

Kenton Nelson 817-215-8462 O 817-528-9348 C

knelson@texasmotorspeedway.com

3545 Lone Star Circle, Fort Worth TX 76177

Farmers Branch, TX

We shoot both a Christmas and 3rd of July event for Farmers Branch. As with most of our clients they have been with us for many years, due to professional service, awesome shows, and great communication.

Jocelyn Avina 972-919-2598 O

Jocelyn.Avina@farmersbranchtx.gov

14050 Heartside Place, TX 75234

Addison, TX

Addison's Independence Day Celebration is the largest show in the state and the number two show in the Nation. It's awesome logistical challenges just prove how easily Pyro Shows of Texas can handle any event. The show is carried on (6) 18-wheeler trailers and must be moved onto the end of an active runway just hours before show time and reset for the show.

Geoff Fairchild 214-738-5794 C

gfairchild@addisontx.gov

5350 Belt Line Road, Addison, TX 75001

Next Steps



We hope you've enjoyed reviewing our ideas for your show and taking a peek into our process that makes it all happen!

Now that you have the show summary and pricing, let's move on to the next steps.



Ask questions and discuss any desired changes

If you're new to this process, it's typical to have questions so ask away! Remember that customization is key! We will make the changes necessary to bring the vision of your event to life. If you have no questions, then please proceed to the next step.



Accept the proposal as presented

Contact us via phone and/or email to let us know you're happy with our proposal and are ready to move forward with booking your show!



Finalize and sign the contract

We will send you a show contract. A signed contract finalizes the specific details of your show and reserves your show date. A signed contract is the document required by our insurance carrier to ensure that you, our customer, and your audience are covered under our General Liability policy.



Submit an initial deposit payment

The payment terms are agreed upon in advance and referenced in the show contract.

Thank you!



We appreciate your interest in fireworks for your event and for considering Pyro Shows of Texas as your fireworks vendor.

Please feel free to reach out to us with any comments or questions. We hope to have the chance to work for you and make your event an **EPIC** one!

Contact Us



CStanley@pyroshows.com, KWeatherby@pyroshows.com



817.933.9017, 817.237.3371



www.pyroshows.com



6601 Nine Mile Azle Rd, Fort Worth, TX 76135



Custom Fireworks Proposal

Presented to,

City of Pharr

Veterans Day

November 9th, 2024

Submitted by,

Chad Stanley
Vice President

pyroshows.com



Page 1

Your Event

City of Pharr Veterans Day November 9th, 2024

As a professional firework display company, Pyro Shows' key objectives are to provide a **SAFE** and **EPIC** show! Several factors must align to achieve a successful production at a cost-effective price point for you.

Pyro Shows uses a combination of proprietary methods along with the latest technology.



Safety

Anytime explosives are handled, safety should be at the absolute top of the priority list. Pyro Shows' company culture begins with safety and exceeds beyond regulatory requirements.



Innovative Technology

Our firing method for professional displays is a combination of firing equipment developed by Pyro Shows in conjunction with the latest firing systems technology.



Production Value

We begin with your vision and bring it to life by designing a custom, turn-key production. Our products are carefully selected from reputable suppliers, then tested internally to monitor safety and evaluate performance.



Insurance & Compliance



Included Services

All pyrotechnic permit applications, supporting documents, and processing fees required by:

City	FAA NOTAM
County	USCG
State	State Resource & Mgt Agencies

Insurance Coverage

General Liability \$10,000,000

Auto Liability \$10,000,000

Workers Comp \$ 1,000,000

Workers Comp includes U.S. Longshoreman and Harbormaster coverage.

Insurance Agencies:

Britton-Gallagher- Acrisure Partner

E.E. Hill Insurance

Compliance

BATFE—Bureau Alcohol, Tobacco, Firearms & Explosives

FAA—Federal Aviation Administration

U.S. Coast Guard

NEPA 1123 & 1124

Seriously Safe



Pyro Shows Safety Protocols

Although fireworks are fun and festive, Pyro Shows is very serious about safety. Our company culture revolves around “best safety practices” and routine safety training. Safety is not just our job, it’s our number one priority!

Check the Facts

We get it. Business is business, but before anyone hires a fireworks company, we encourage fact-checking all firework companies who are contenders! Although it often comes down to dollars and **cents**, choosing the right company should always make **sense**. We recommend considering specific criteria including company experience, reputation, regulatory compliance, customer service, and insurance coverage (general liability, auto, workers compensation). Also, verify the company has a USDOT number and Hazmat Safety Permit, specifically for 1.3g explosives.

CONTINUOUSLY MONITORED



SAFETY TRAINING



LICENSED PYROTECHS



SAFETY COMPLIANCE

PYROTECH SAFETY CREDENTIALS



STATE LICENSED

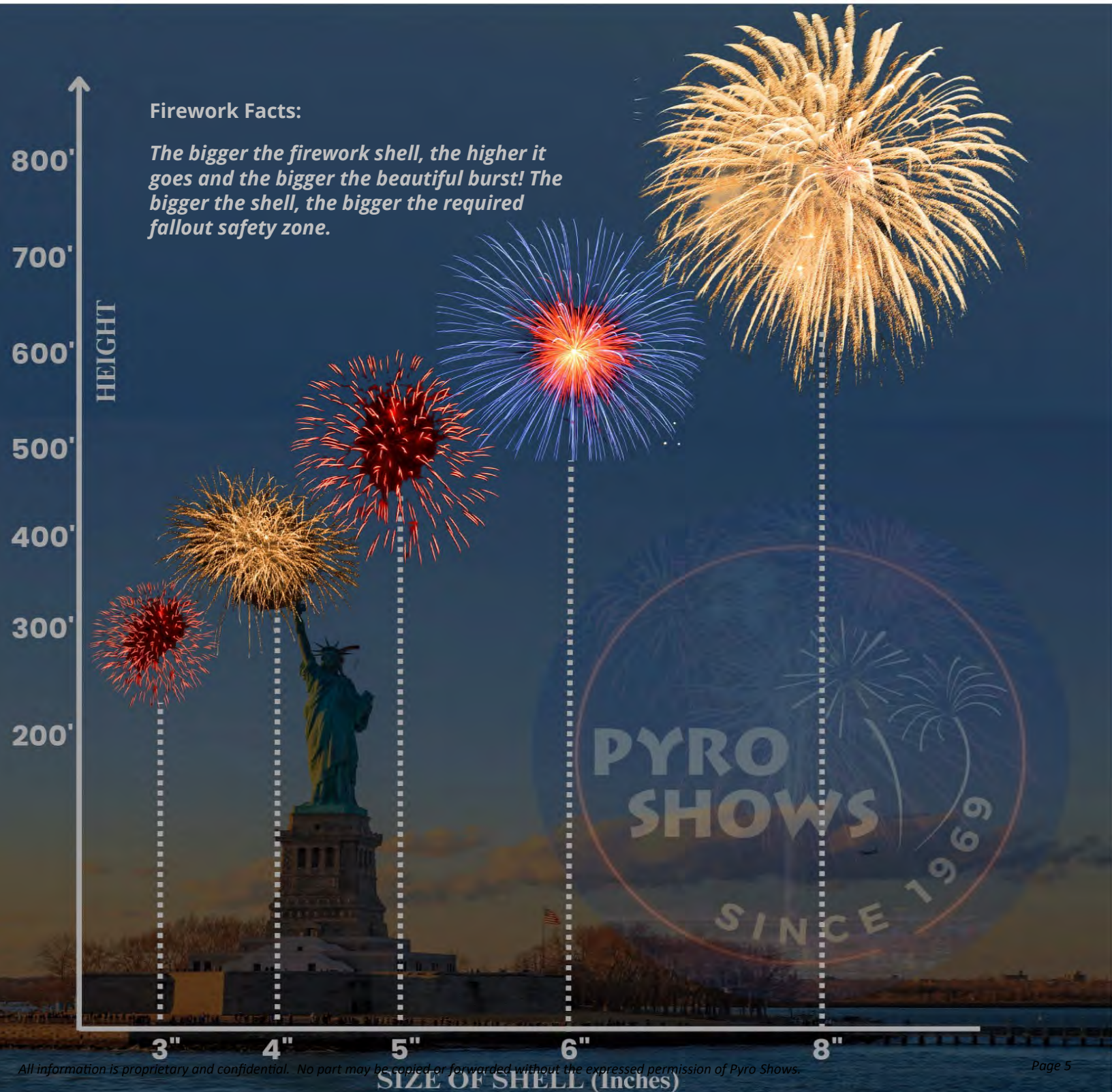
CURRENT CE HOURS

ATF CLEARANCE



Aerial Shells 101

When you think firework “shell”, think of a rounded firecracker that comes in 5 sizes. Check our graphic below. If a 3-inch shell goes 300 feet high and has a 300 foot diameter burst, an 8-inch shell climbs 800 feet with a burst 800 feet in diameter! We’ve checked your venue with satellite imaging and have determined the largest fireworks that may be launched safely.



Show Design



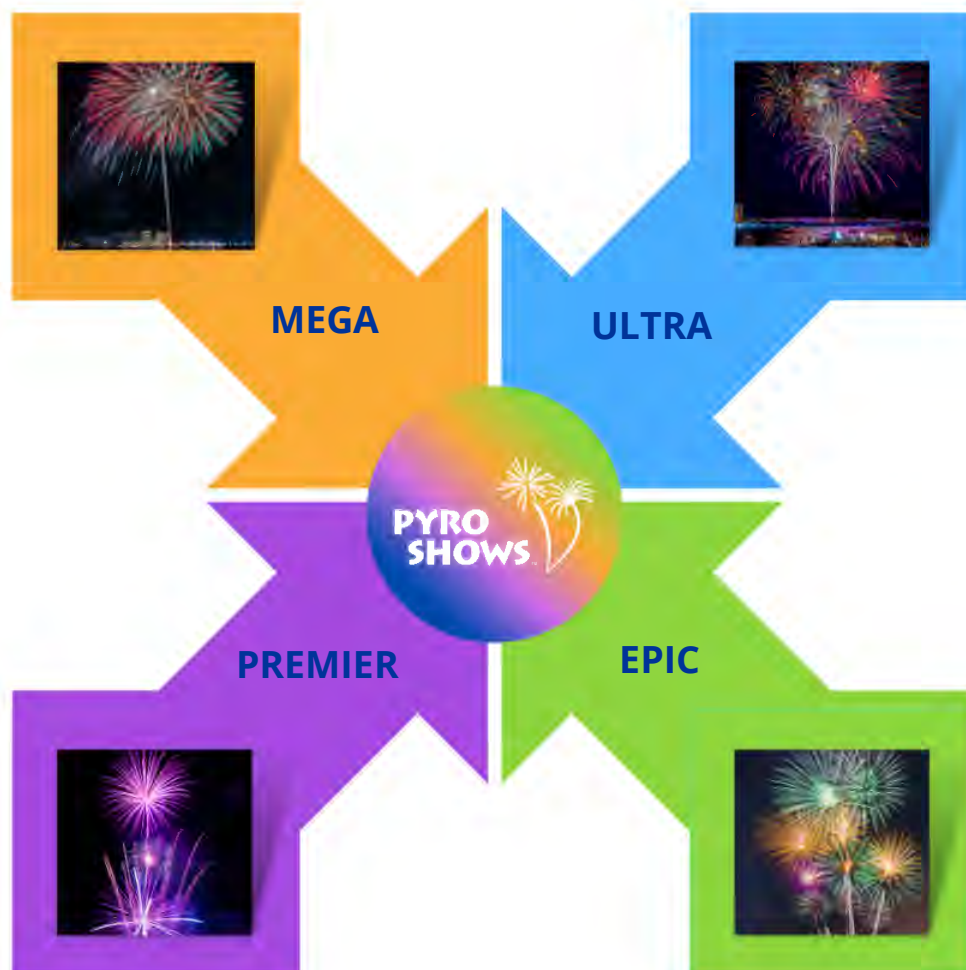
Your custom show has been designed using 4 classifications of visual effects.

MEGA effects are classic designs including chrysanthemum, dahlia, and stained glass.

ULTRA effects are more intricate multiple effects and are comprised of prestige imported shells.

PREMIER effects are the brightest, most vivid colors available and often break with size, pattern, and density of shells twice their size.

EPIC effects are multiple effects of two or more shells stacked.



Shell Summary



A shell summary is an itemization of the number of aerial shells in each specific size that make up the show design. The shells are categorized into two presentations: the Main Body and the Grand Finale.

Pharr, City of Pharr Veterans Day 1109 2024 Saturday, November 9, 2024

Show Time: 8:15PM | Show Length: 20 Minutes

\$35,000.00

MAIN BODY

SHELL SIZE	DEVICE	QUANTITY	TOTAL
3"	Aerial Shells	240	240
4"	Aerial Shells	210	210
5"	Aerial Shells	80	80
6"	Aerial Shells	54	54
8"	Aerial Shells	10	10
MAIN BODY DEVICE TOTAL			594

FINALE

SHELL SIZE	DEVICE	QUANTITY	TOTAL
3"	Aerial Shells	240	240
4"	Aerial Shells	60	60
5"	Aerial Shells	20	20
6"	Aerial Shells	18	18
8"	Aerial Shells	2	2
TOTAL FINALE DEVICES			340

TOTAL DEVICE COUNT - MAIN BODY AND FINALE	934
--	------------

Pyro Shows Workflow

The professional fireworks industry is a very unique industry. For every show we do, whether it's a small birthday party to an extravaganza on the 4th of July, *each show* goes through a workflow of multiple layers.

Here is a ***brief*** summary of the attention Pyro Shows will give YOUR show!

1 Administrative



Once Show Directors have performed site evaluations, completed the show design process, and coordinated crews—the admin process may begin!

Lots of moving documents! Contracts, sales orders, insurance certificates, site diagrams, product summaries, regulatory information, processing paperwork for local and state permit applications. The list goes on!

2 Design and Scripting



Select each firework based on color, visual effect, and timing. Write the show script that goes to the field operations team and to the Pyrotech. If the show is musically accompanied, create the soundtrack. If choreographed, create the custom soundtrack and script each firework to the beat of the music.

3 Field Operations



Gather fireworks from storage magazines based on design script. Scan firework bar codes of each piece of product for internal inventory and ATF compliance. Pack and secure each show with all fireworks, mortar racks, fire extinguishers, PPE equipment, and post-show cleanup supplies. Once each show is “compiled”, then they are loaded onto trucks.

4 Firework Show Day



Pyrotech Crew Chief and crew members arrive on site the morning of show (or days before the show depending on the show size). Survey and monitor fallout safety area, mark launch site safety zone, begin unloading equipment, assembling racks, placing racks in accordance to show design script. Load explosives into mortars, cover/waterproof loaded fireworks. Wire explosives, check wiring, continuity, firing system and backup firing system. Get ready for showtime!



PYROfessionals



Superior Customer Service



Satisfaction Guaranteed



Permit Processing



Expertise



\$10M Insurance Coverage



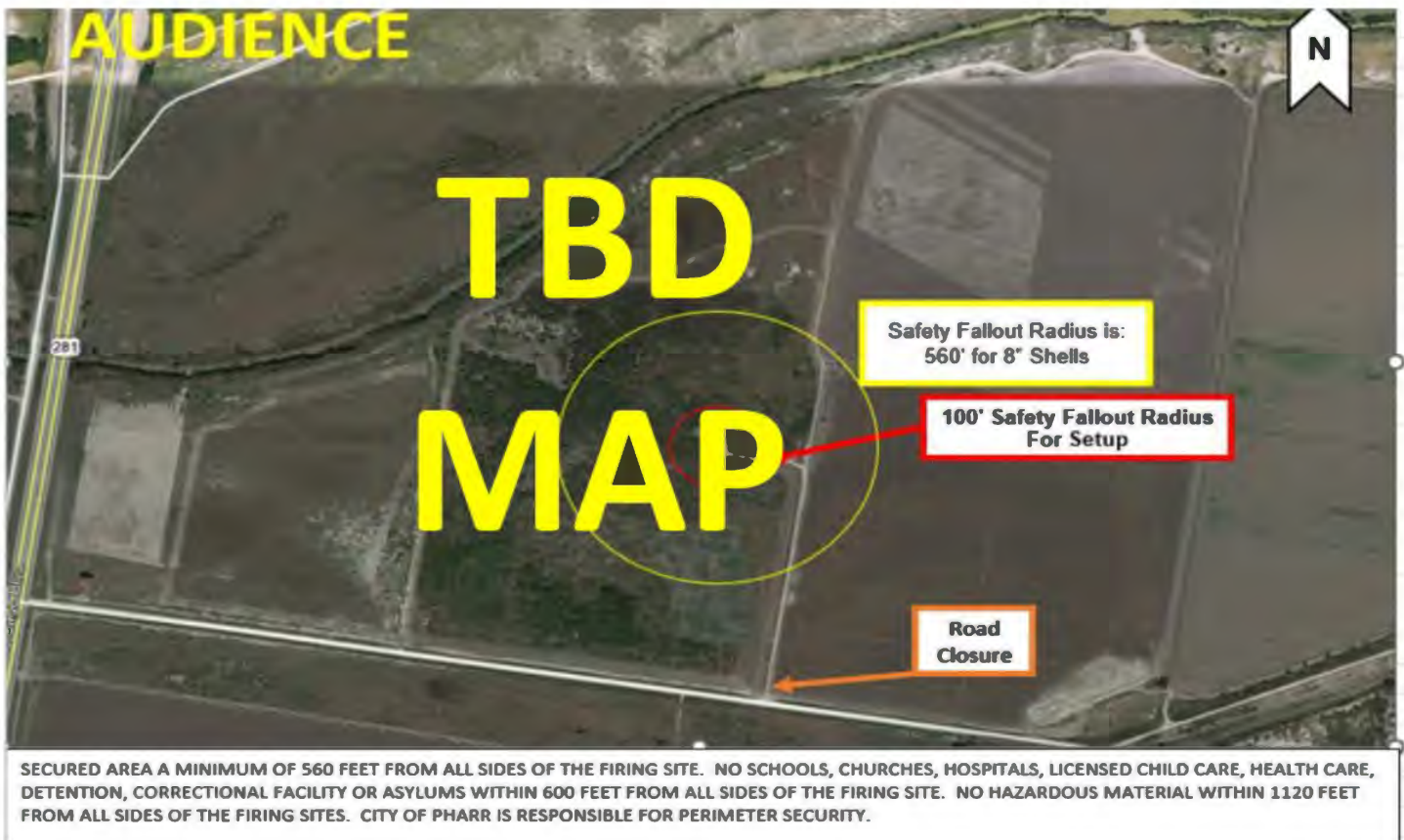
Experience

At Pyro Shows, we believe that the mark of a good fireworks company is not the absence of an occasional “dud”, but what **WE DO FOR YOU** if there is a “dud”.

Safety Fallout Zone



Below is a site diagram which is a satellite image of your venue. The circles indicate the safety fallout radius. The safety distance is calculated based on the largest size firework in the show design. A site survey and satellite view confirm we are the required distances away from parking lots, roadways, occupied dwellings, and powerlines.



Member in Good Standing



Pyro Shows is an active *Member in Good Standing* of the *American Pyrotechnic Association* (APA). This signifies that we comply with the association rules, by-laws, and code of ethics in the industry of pyrotechnics.

The APA has led the fireworks industry, promoting safety in the design and use of all types of legal fireworks. Its members are committed to safety and regulatory compliance.



[THIS IS TO CERTIFY THAT

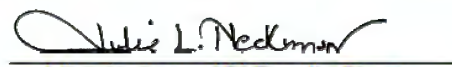
Pyro Shows, Inc.

IS A MEMBER IN GOOD STANDING

FOR THE YEAR 2024

As such, this firm is committed to the American Pyrotechnics Association's mission to preserve, protect, and promote the American tradition of fireworks by encouraging safety in design & use of all types of fireworks and advocating reasonable regulation of the industry.


Michael Cartolano – APA President

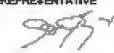

Julie L. Heckman – APA Executive Director

Preserving and Promoting an American Tradition

Proof of Insurance



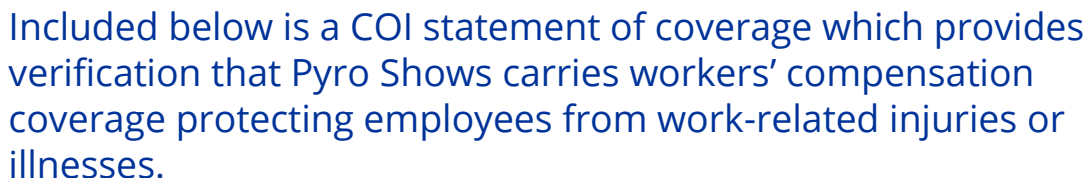
Included below is a COI statement of general liability coverage which provides verification that Pyro Shows is insured under a policy with total limits of \$10,000,000.

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 1/28/2023	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.					
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).					
PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 8th Street Cleveland OH 44114			CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): E-MAIL ADDRESS:		
INSURED Pyro Shows, Inc. PO Box 1778 115 North 1st Street La Follette TN 37766			INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Everest Indemnity Insurance Co. 10851 INSURER B: Arch Speciality Ins Co 21199 INSURER C: Everest Denali Insurance Company 18044 INSURER D: INSURER E: INSURER F:		
COVERAGES		CERTIFICATE NUMBER: 580836842		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR ORDER OF AGENCY WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER (INSR, WVD)	POLICY NUMBER	POLICY PERIOD (MM/DD/YYYY)	POLICY LIMITS (MM/DD/YYYY)
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC		SHBLD1925-321	11/1/2022	11/1/2023 EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOF AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS		SISCAD00	11/1/2022	11/1/2023 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ EXCESS LIAB ☒ DED ☐ RETENTION \$		LUXP1034375-03	11/1/2022	11/1/2023 EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A			WC STATU-TORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Liability 32		SHBXD1962-221	11/1/2022	11/1/2023 Each Decl Aggregate: 5,000,000 Total Limits 10,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement. Excess policies are excess of both the general liability and automobile policies for total limits of \$10 million each. ***SAMPLE ONLY***					
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SAMPLE ONLY			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 		

ACORD 25 (2010/05)

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FWD



Pyro Shows of Texas, Inc. Texas state Fire Marshal's Fireworks Distributor's License.

FIREWORKS DISTRIBUTOR'S LICENSE
TEXAS DEPARTMENT OF INSURANCE
STATE FIRE MARSHAL'S OFFICE

Issued To:
PYRO SHOWS OF TEXAS INC

Registration Number
FWD-1838133
Effective Date: 07-10-2013
Expiration Date: 07-10-2025

Business Location:
6601 NINE MILE AZLE RD, FT WORTH, TX 76135-9587

Doing Business As:

Registered Location(s):

To receive news and updates from the SFMO concerning fire industry licensing, sign up for the SFMO Licensing eNews updates [on our website.](#)

Federal Explosives License/Permit, Importer of Explosives

Abstract

Experience



Please see your requested list of references below. We are happy to provide additional show experience upon request.

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Kenton Nelson 817-215-8462 O 817-528-9348 C

knelson@texasmotorspeedway.com

3545 Lone Star Circle, Fort Worth TX 76177

Farmers Branch, TX

We shoot both a Christmas and 3rd of July event for Farmers Branch. As with most of our clients they have been with us for many years, due to professional service, awesome shows, and great communication.

Jocelyn Avina 972-919-2598 O

Jocelyn.Avina@farmersbranchtx.gov

14050 Heartside Place, TX 75234

Addison, TX

Addison's Independence Day Celebration is the largest show in the state and the number two show in the Nation. It's awesome logistical challenges just prove how easily Pyro Shows of Texas can handle any event. The show is carried on (6) 18-wheeler trailers and must be moved onto the end of an active runway just hours before show time and reset for the show.

Geoff Fairchild 214-738-5794 C

gfairchild@addisontx.gov

5350 Belt Line Road, Addison, TX 75001

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Accept the proposal as presented

Contact us via phone and/or email to let us know you're happy with our proposal and are ready to move forward with booking your show!



Finalize and sign the contract

We will send you a show contract. A signed contract finalizes the specific details of your show and reserves your show date. A signed contract is the document required by our insurance carrier to ensure that you, our customer, and your audience are covered under our General Liability policy.



Submit an initial deposit payment

The payment terms are agreed upon in advance and referenced in the show contract.

Thank you!



We appreciate your interest in fireworks for your event and for considering Pyro Shows of Texas as your fireworks vendor.

Please feel free to reach out to us with any comments or questions. We hope to have the chance to work for you and make your event an **EPIC** one!

Contact Us



CStanley@pyroshows.com, KWeatherby@pyroshows.com



817.933.9017, 817.237.3371



www.pyroshows.com



6601 Nine Mile Azle Rd, Fort Worth, TX 76135



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.C.

DATE SUBMITTED: September 12, 2024

MEETING DATE: September 16, 2024

FROM: Imelda Perez, 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:

Imelda Perez

Created/Initiated - 9/12/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.C.1.

DATE SUBMITTED: September 11, 2024

MEETING DATE: September 16, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Jose R. Mendez and Nieves M. Mendez d/b/a Carniceria Mendez, LLC., have filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The property is legally described as Lot 1, De Alba Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 902 South Cage Boulevard. CUP#240818 **This item supports EV - Economic Vitality.**

Classification: Public Hearing

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

Issue: Jose R. Mendez and Nieves M. Mendez d/b/a Carniceria Mendez, LLC., have filed with the Planning and Zoning Commission a request for a 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 Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to applicant and site being in compliance with all City Ordinances and City Department requirements. In addition, the Conditional Use Permit is for the main building only and not for the food truck.

Planning and Zoning Commission Recommendation: At the Planning and Zoning Commission meeting of September 9, 2024, the Board voted unanimously to recommend approval of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to applicant and site being in compliance with all City Ordinances and City Department requirements. In addition, the Conditional Use Permit is for the main building only and not for the food truck. There were seven members present and voting.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 9/11/2024
Approved - 9/12/2024
Final Approval - 9/13/2024



MEMORANDUM

DATE: MONDAY, SEPTEMBER 16, 2024

TO: MAYOR AND CITY COMMISSION

FROM: JONATHAN B. FLORES, CITY MANAGER

SUBJECT: CONDITIONAL USE PERMIT FOR ABC – FILE NO. CUP#240818 (CARNICERIA MENDEZ)
--

GENERAL INFORMATION:

APPLICANT: Jose R. Mendez and Nieves M. Mendez d/b/a Carniceria Mendez, LLC., have filed with the Planning and Zoning Commission a request for a Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C). The Conditional Use Permit is for the main building only and not for the food truck.

LEGAL DESCRIPTION: The property is legally described as Lot 1, De Alba Subdivision, Pharr, Hidalgo County, Texas.

LOCATION: The property's physical address is 902 South Cage Boulevard.

ZONING: The property is currently zoned General Business District (C). The properties to the north are zoned General Business District (C). Office and Professional District (O-P) to the east, Townhouse Residential District (R-TH) to the south and Residential Multi-Family District (R-MF) to the west. This 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.
HOURS OF OPERATION:	Hours of operation will be Sunday 12:00 PM to 9:00 PM and Monday through Saturday from 09:00 AM to 9:00 PM.
NOTIFICATION OF PUBLIC:	Nineteen (19) surrounding property owners were notified of the request by letter on August 23, 2024, and a legal notice was published in the Advance News Journal on August 21, 2024. Staff received no response to the letters or the legal notice.
DEVELOPMENT SERVICES RECOMMENDATIONS:	Development Services recommended <u>approval</u> of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to applicant and site being in compliance with all City Ordinances and City Department requirements. In addition, the Conditional Use Permit is for the main building only and not for the food truck.
PLANNING & ZONING COMMISSION:	At the Planning and Zoning Commission meeting of September 9, 2024, the Board voted unanimously to recommend approval of the Conditional Use Permit to allow the sale of alcoholic beverages for on-premise consumption in a General Business District (C) subject to applicant and site being in compliance with all City Ordinances and City Department requirements. There were 7 members present and voting.

Conditions of Conditional Uses Sec. 1.48(F) of the Zoning Ordinance: Establishments selling or distributing alcoholic beverages for consumption on premises:

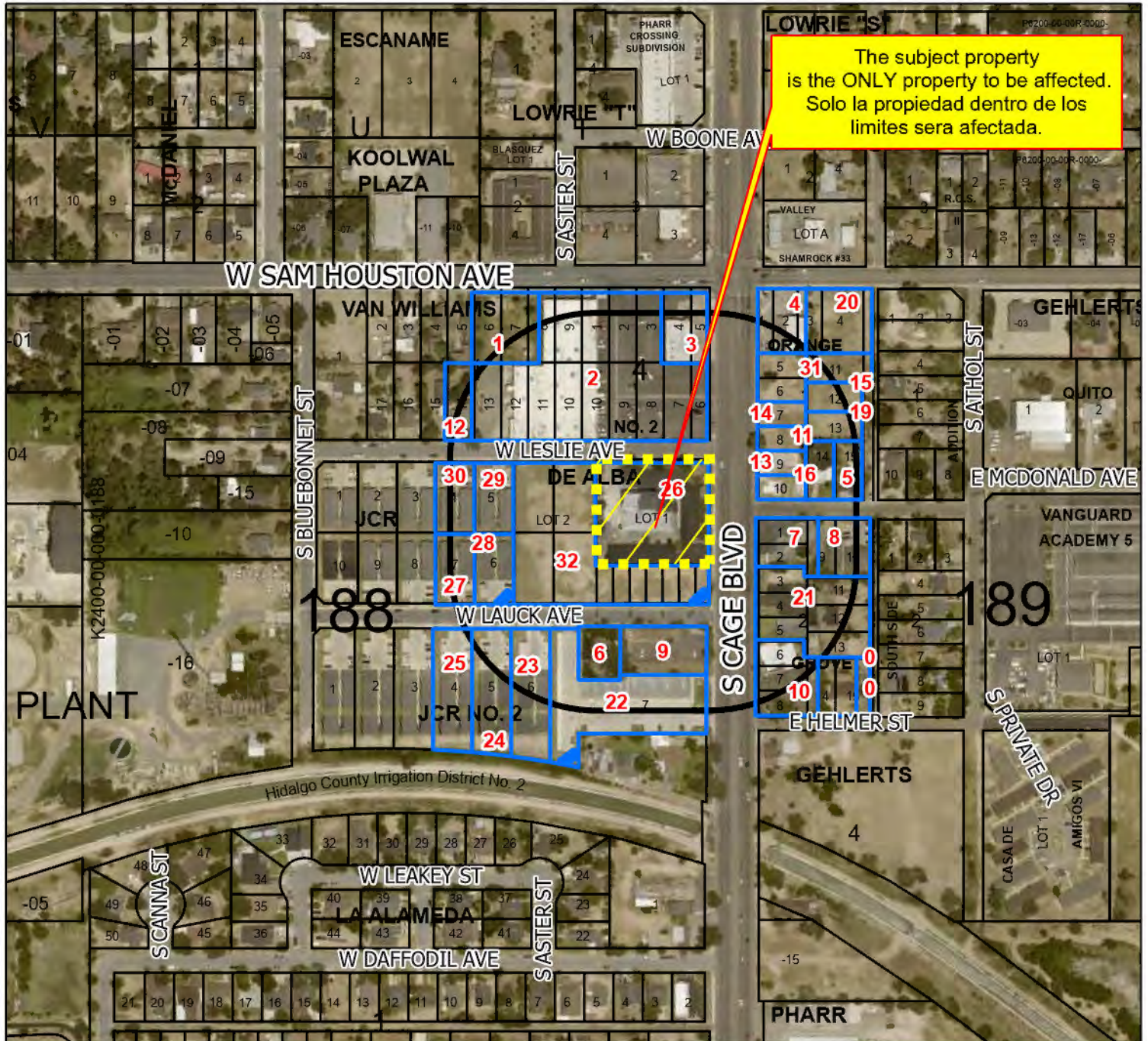
1. An establishment that sells or allows the on-premises consumption of alcoholic beverages in the City of Pharr shall operate in a "C" zone, general business district; "C-2" zone, business district; "HC" zone, heavy commercial; "LI" zone, limited industrial; "HI" zone, heavy industrial; or in recreational facilities located within a private development.
2. In addition to the restricted locations as stated above, the above-mentioned establishments may be allowed to sell or allow the on-premises consumption of alcoholic beverages within 300 feet of a church, public or private school, or public hospital.

3. The establishment shall notify the church, public or private school, or public hospital, and the City of Pharr's Planning and Zoning department in written form of their interest in selling or consuming alcoholic beverages within 300 feet of such locations. If the church or school objects to the request, the City of Pharr's authorized designee may deny the request.
4. The measurement of the distance between the place of business where alcoholic beverages are sold and the church or public hospital shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections. The measurement of the distance between the place of business where alcoholic beverages are sold and the public or private school shall be:
 - A. In a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections; or
 - B. If the permit or license holder is located on or above the fifth story of a multistory building, in a direct line from the property line of the public or private school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.
5. For premises where minors are prohibited from entering the premises under V.T.C.A., Alcoholic Beverage Code § 109.53, the measurement of the distance between the premises and a public school shall be:
 - A. In a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections; or
 - B. If the permit or license holder is located on or above the fifth story of a multistory building, in a direct line from the property line of the public or private school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.
6. In accordance with V.T.C.A., Alcoholic Beverage Code § 109.32, the above mentioned establishment businesses shall be not less than 300 feet from the nearest residential zone, unless located within a private development, or publicly owned building shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections, measured in a straight line or must provide sufficient buffering and sound insulation of the building such that the business is not visible and cannot be heard from such residential zone or publicly owned building and must be designed to prevent disruption of the character of adjacent residential areas. As applies to this provision, a street or alley does not constitute buffering and sound insulation.

The above-mentioned businesses, unless located within a private development, must be adjacent to or abutting a minor arterial street or a street of larger classification.

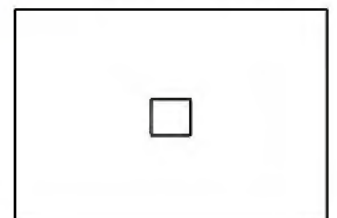
7. The above-mentioned establishment must meet lot size requirements in the zoning ordinance for all uses within this zone.
8. The above-mentioned establishment must provide parking sufficient to comply with all ordinance requirements.
9. The above-mentioned establishment shall restrict the number of persons within the building to those allowed by the city commission with the recommendation of the planning and zoning commission at the time of permit issuance, which number shall be determined by the commission after having taken into account the recommendations of the fire marshal, code enforcement officer [head building inspector], and director of planning. This number cannot exceed the number provided for in existing city ordinances.
10. The above-mentioned establishment shall take action to prevent and be designed to discourage criminal activities and vandalism both on site and on adjacent property by means of sufficient lighting, elimination of dark areas, and the orientation of the building such that it provides maximum visibility from a public street, unless located within a private development.
11. The above-mentioned businesses must make provisions to keep litter from being spread to adjacent streets and property.
12. Alcoholic beverage establishments shall fall into two categories: (A) Alcohol as a principle use where 51 percent or more of sales come from alcohol; or (B) Food as a principle use where 51 percent or more of sales are food related (a copy of the establishment's full menu must be provided for documentation).
13. The city reserves the right to approve, amend or deny any city regulation that may be allowed by the Texas Alcoholic and Beverage Code as may be amended from time to time. The City of Pharr shall also be authorized to carry out any and all duties and responsibilities as directed by the City of Pharr and as may be allowed by law. Should any person or establishment be found to have committed acts or allowed the commission of any act or condition found by the City of Pharr to be detrimental to the public health, safety, and welfare of the residents of the City of Pharr or persons located within corporate boundaries, the City of Pharr shall be authorized to take any action allowed by ordinance, state or federal law, or other regulation. These actions may include but not limited to quarantine, abatement of premises, closure, condemning, removal of dangerous substances and persons, and other preventive measures and actions.

AERIAL

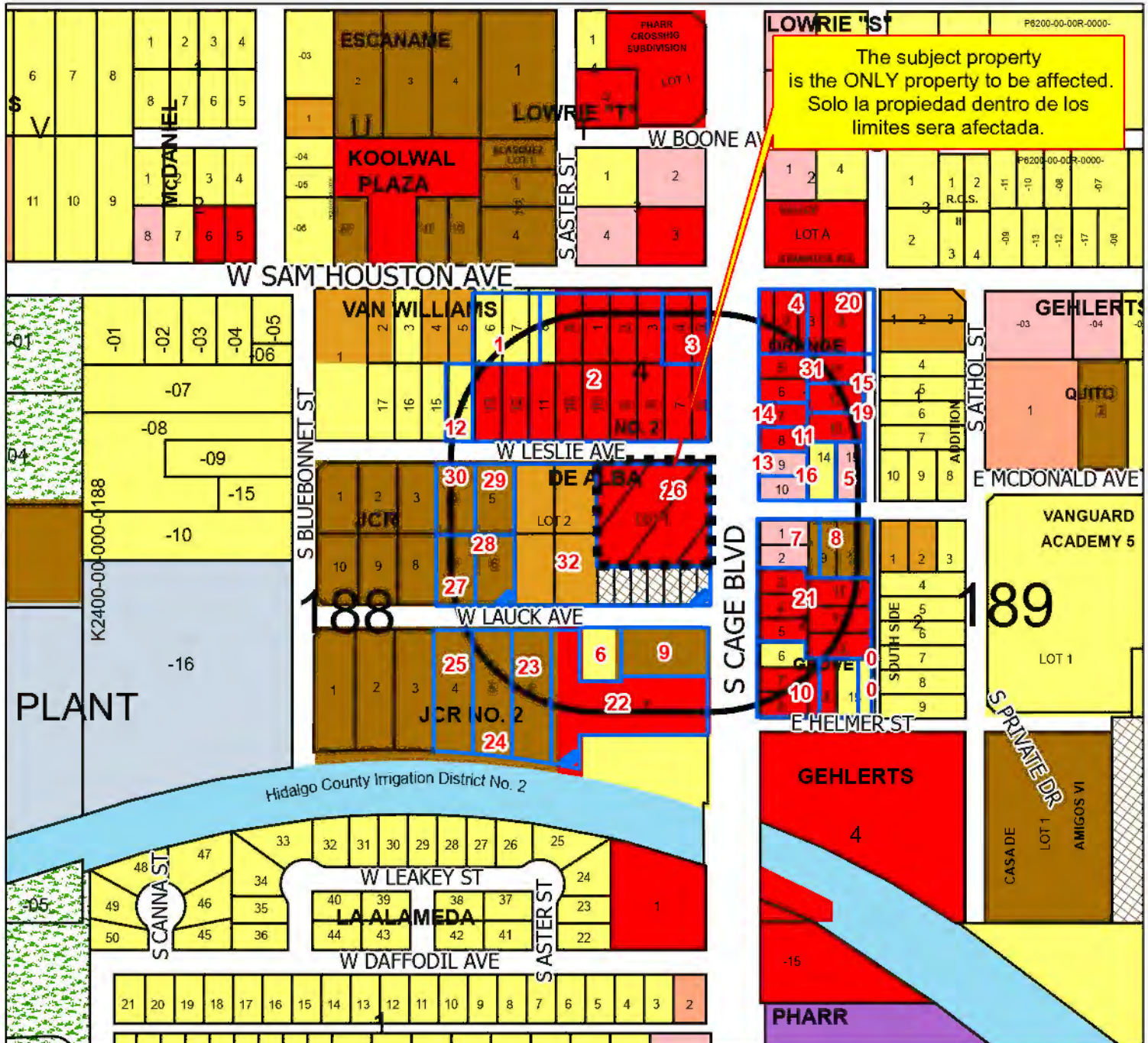


- Notified Properties
- 300 ft. Notification Buffer
- Location

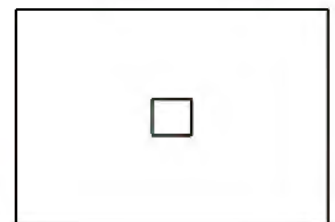
All Information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.



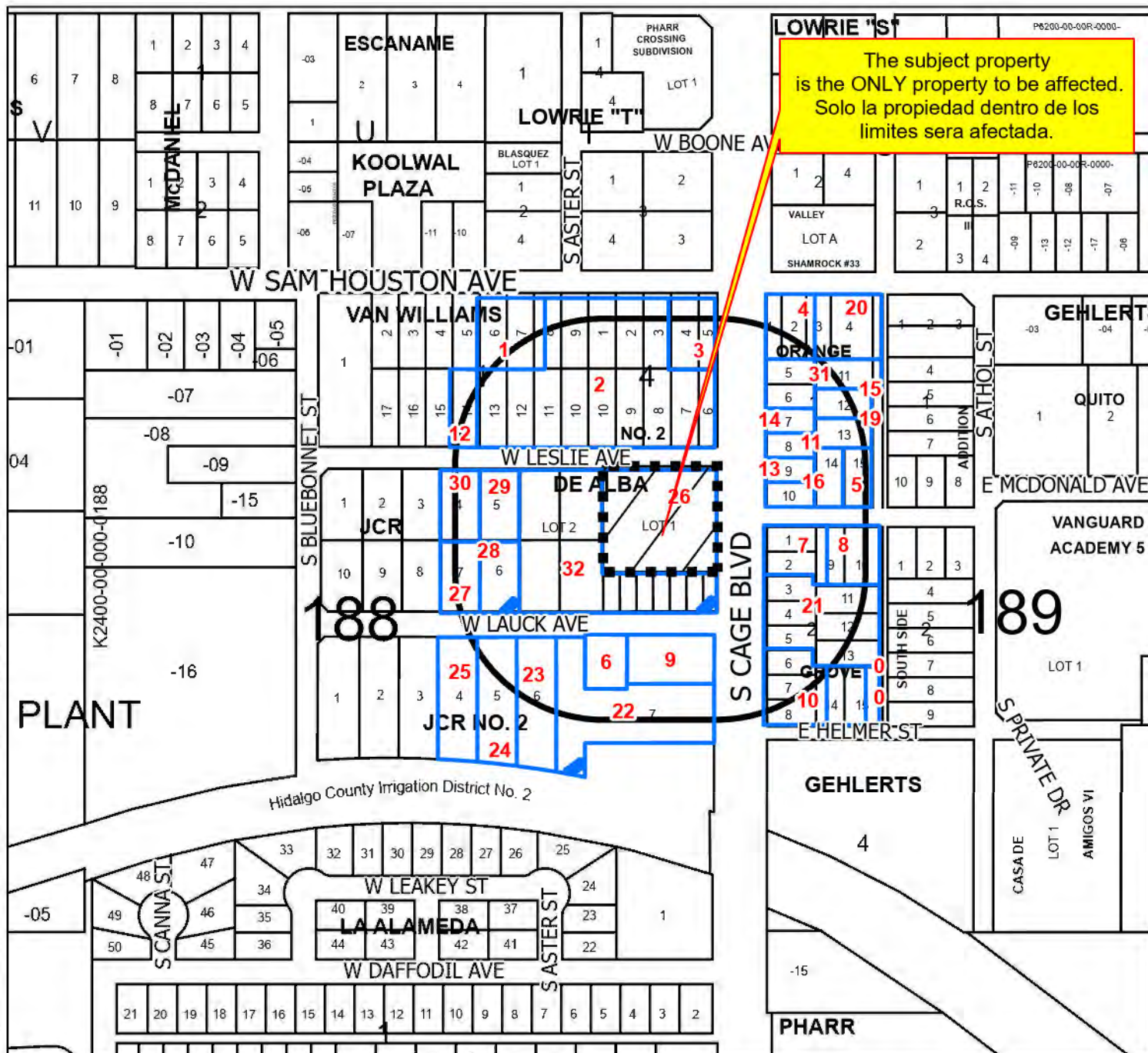
ZONING



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



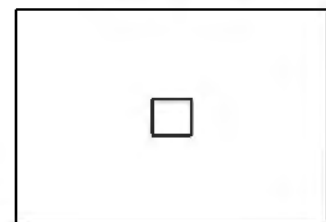
RADIUS



The subject property is the ONLY property to be affected. Solo la propiedad dentro de los limites sera afectada.

- Notified Properties
- 300 ft. Notification Buffer
- Location

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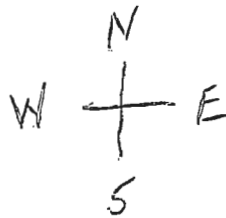


CARNICERIA MENDEZ

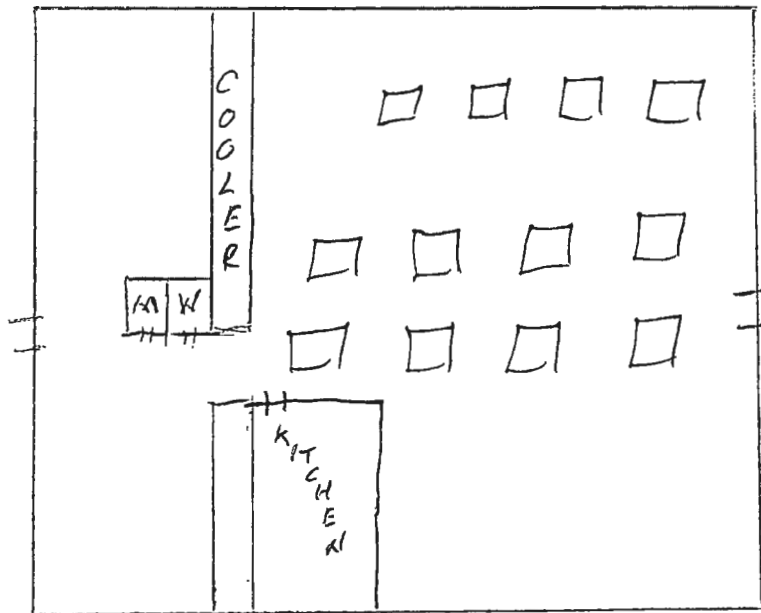
WEST LESLIE

SOUTH CAGE BLVD.

TRASH



STORAGE





Pharr
Development Services



Site Photo

902 South Cage Boulevard





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.C.2.

DATE SUBMITTED: September 11, 2024

MEETING DATE: September 16, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Eduardo Barrera, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Heavy Commercial District (H-C). The property is legally described as being 2.85 acres, more or less, out of Lot 252, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 3310 South Cage Boulevard. COZ#240722 **This item supports EV - Economic Vitality.**

Classification: Public Hearing

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

Issue: Eduardo Barrera, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Heavy Commercial District (H-C) in order to develop and construct a heavy machinery sales store and garage warehouse for maintenance of the machinery.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends disapproval of the rezoning request from General Business District (C) to Heavy Commercial District (H-C) as the property is not in compliance with the future land use and may have a detrimental impact on the area. The proposed development is not compatible with the surrounding land uses in the area. If approved, the owner must comply with all City Ordinances and City Department requirements.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission voted unanimously to recommend disapproval of the rezoning request from General Business District (C) to Heavy Commercial District (H-C) at the meeting on September 9, 2024. There were seven members present and voting.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez

Created/Initiated - 9/11/2024
Approved - 9/12/2024

City Management Office

Final Approval - 9/13/2024



MEMORANDUM

DATE: MONDAY, SEPTEMBER 16, 2024

TO: MAYOR AND CITY COMMISSION

FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES

THROUGH: JONATHAN B. FLORES, CITY MANAGER

SUBJECT: Re-zoning Request: From General Business District (C) to Heavy Commercial District (H-C). The property is legally described as being 2.85 acres, more or less, out of Lot 252, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 3310 South Cage Boulevard. COZ#240722

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

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

DESCRIPTION OF PROPERTY:

Eduardo Barrera, owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Heavy Commercial District (H-C) in order to develop and construct a heavy machinery sales store and garage warehouse for maintenance of the machinery.

The subject site is located on the southwest corner of West Javelina Drive and South Cage Boulevard and has a physical address of 3310 South Cage Boulevard. The property is legally described as being 2.85 acres, more or less, out of Lot 252, Kelly-Pharr Subdivision, Pharr, Hidalgo County, Texas.

The property fronts South Cage Boulevard, a 120-150 ft. principal arterial street which runs north and south with a posted speed limit of 40 to 55 miles per hour or less as identified in the City of Pharr's Thoroughfare Plan. The property also fronts West Javelina Drive, a 70' minor collector street that runs east and west with a posted speed limit of 30 miles per hour or less as identified in the City of Pharr's Thoroughfare Plan.

The property was rezoned from Agricultural and/or Open Space District (A-O) to General Business District (C) on July 17, 2023. The property to the north was rezoned Agricultural and/or Open Space District (A-O) to General Business District (C) on November 6, 2023. The property to the south was rezoned from Agricultural and/or Open Space District (A-O) to General Business District (C) on May 20, 2003. The property to the east was rezoned from Agricultural and/or Open Space District (A-O) to Heavy Commercial District (H-C) on June 12, 2023. The property to the west is zoned Agricultural and/or Open Space District (A-O) upon annexation on May 4, 1976. There have been no other zoning requests within the general vicinity of the subject property since that time. The property is generally designated for commercial and single-family residential uses in the Land Use Plan.

The Heavy Commercial District (H-C) is established to provide adequate space and site diversification for commercial establishments which would involve influences that would be objectionable in the other commercial districts or adjacent to residential districts. Included in this district are commercial uses that involve large volumes of truck traffic, outside operations and storage of materials and equipment, either for sale or as part of the business, excessive noise from heavy service operations, or any other possibly blighting influences. This district is commercial in nature but has some aspects that are similar to industrial uses. The noise, traffic, litter, late-night hours, outside storage of materials and equipment, and other possibly blighting influences require adequate buffering.

Six (6) letters were mailed out to the surrounding property owners within a two hundred (200) foot radius on August 28, 2024, and a legal notice was published in the Advance News Journal on August 28, 2024. Staff received no response to the letters or the legal notice.

Development Services recommended **disapproval** of the request to re-zone from General Business District (C) to Heavy Commercial District (H-C) as the property is not in compliance with future land use and may have detrimental impact to the area. The proposed development is not compatible with the surrounding land uses in the area. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted unanimously to recommend disapproval of the rezoning request from General Business District (C) to Heavy Commercial District (H-C) at the meeting on September 9, 2024. There were seven members present and voting.

CITY COMMISSION OPTIONS:

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



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Eduardo Barrera, Owner

APPLICANT

General Business District (C)

CURRENT ZONE

3310 South Cage Boulevard

ADDRESS

Heavy Commercial District (H-C)

PROPOSED ZONE

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

STAFF RECOMMENDATIONS:

Denial

Development Services is recommending disapproval of the request to re-zone from General Business District (C) to Heavy Commercial District (H-C) as the property is not in compliance with future land use and may have detrimental impact to the area. The proposed development is not compatible with the surrounding land uses in the area. If approved, the owner must comply with all City Ordinances and City Department requirements.

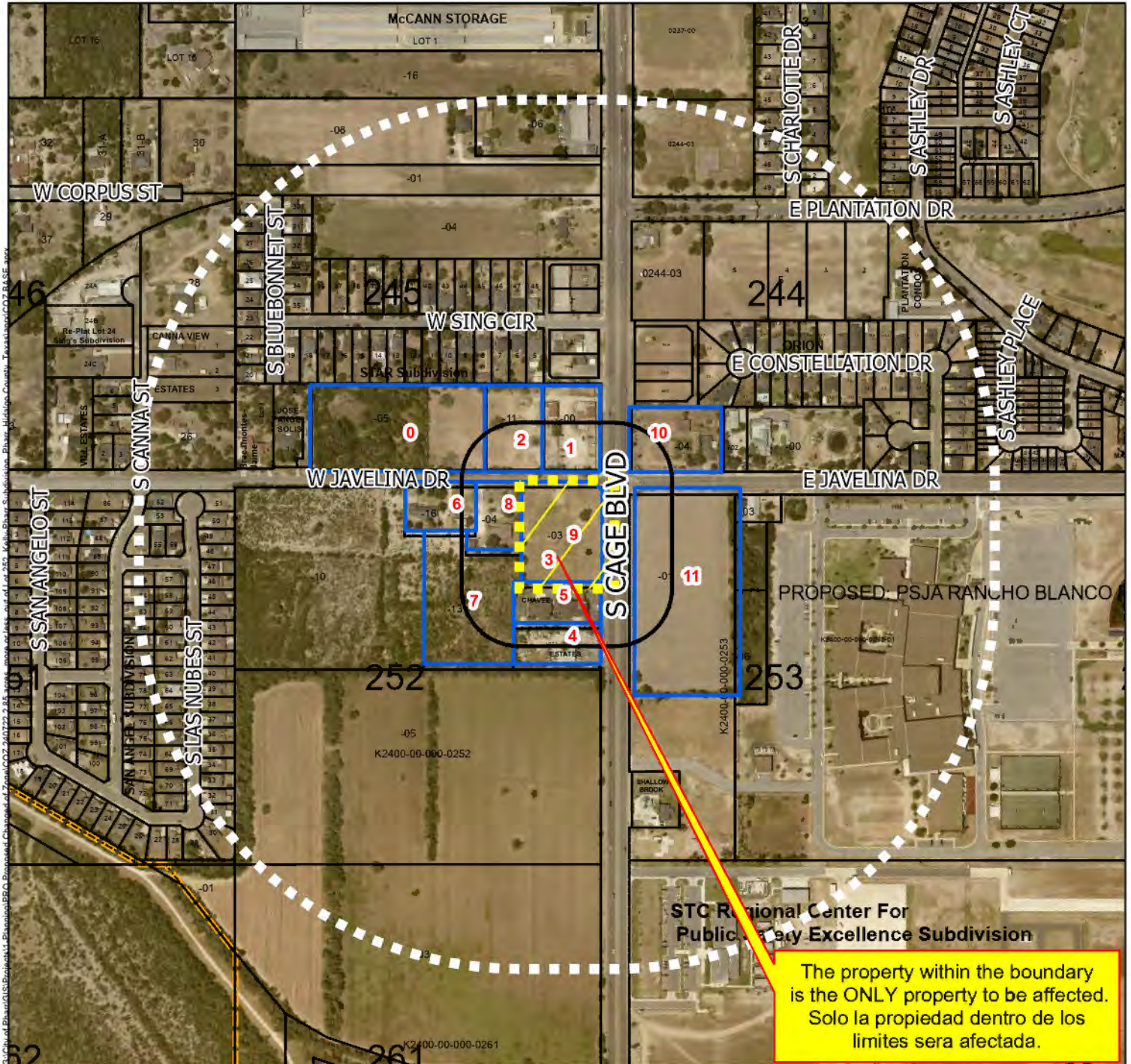
Laura Fonseca, Planner II

PREPARED BY

August 26, 2024

DATE

AERIAL



The property within the boundary
is the ONLY property to be affected.
Solo la propiedad dentro de los
limites sera afectada.

Quarter Mile Radius

200 ft Radius

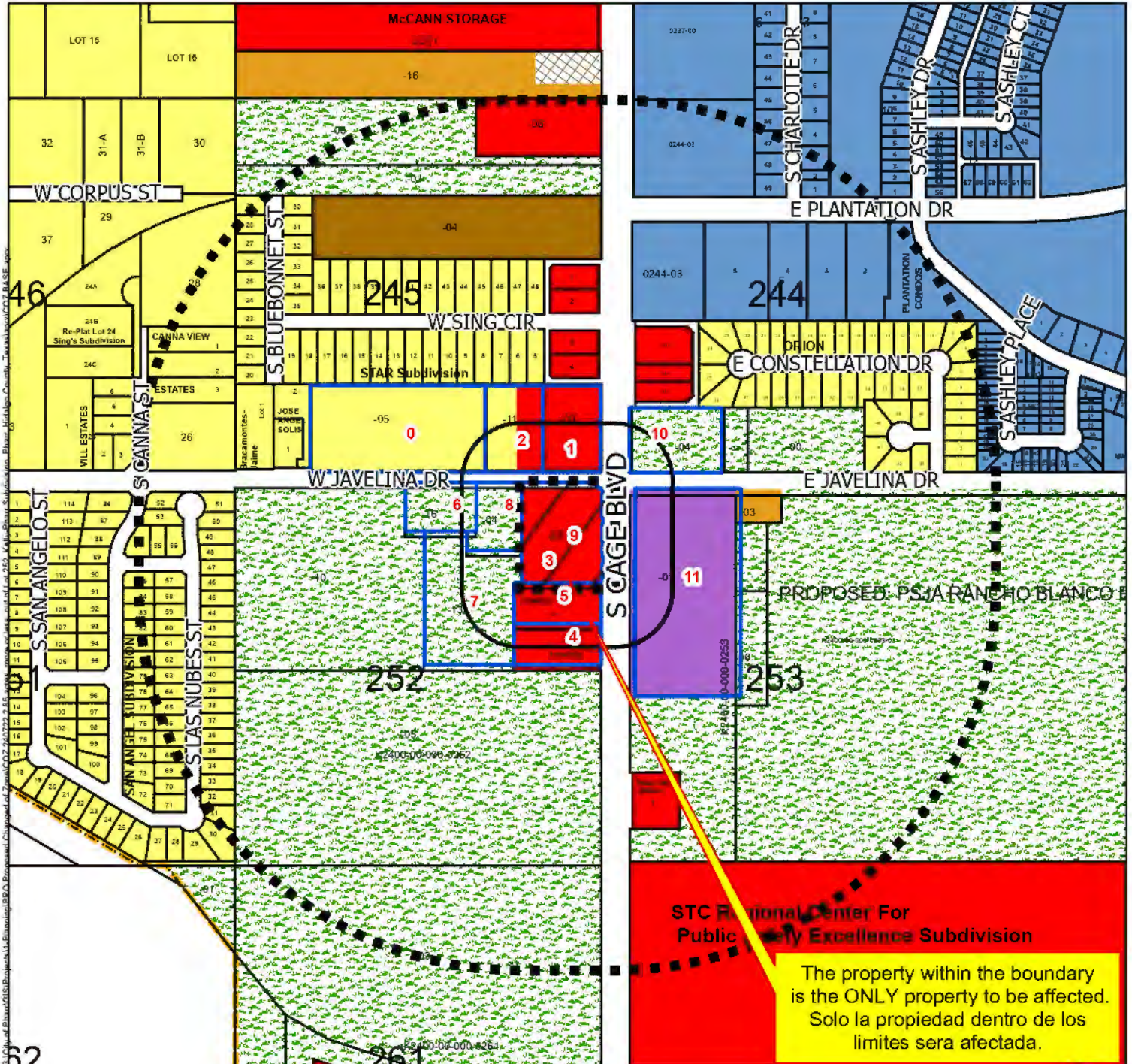
Notified Properties

Subject Property

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ZONING



Zoning

ZONE

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

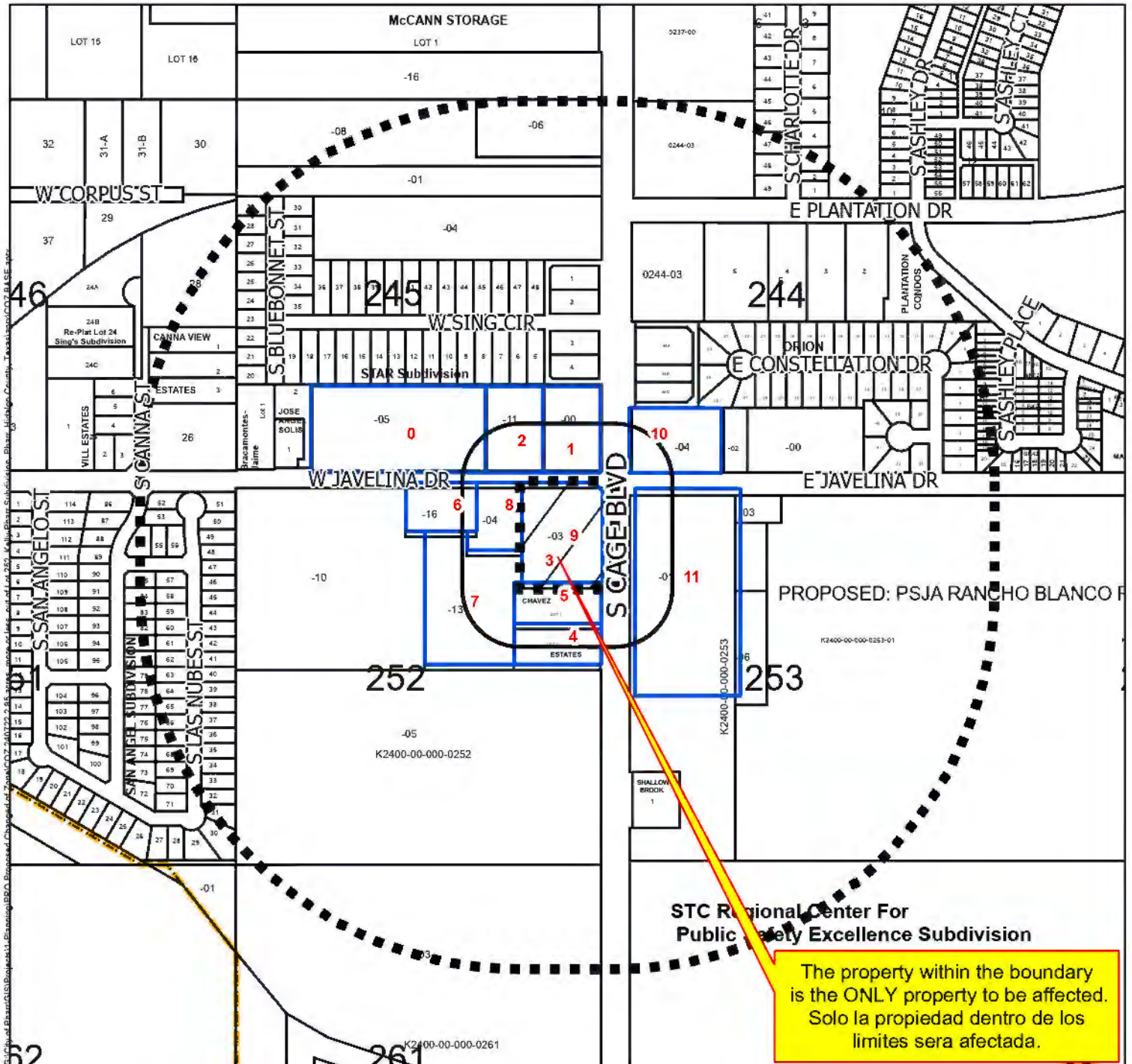
- Mobile Home
- Townhouse
- HUD Code
- Rail Road R.O.W
- Government Owned
- General Business
- Business District
- Drainage Easement
- Heavy Commercial
- Heavy Industrial
- Limited Industrial
- Neighborhood Commercial
- Office Professional
- PSJA ISD

- Hidalgo ISD
- Valley View ISD
- Planned Unit Development
- Quarter Mile Radius
- 200 ft Radius
- Notified Properties
- Subject Property

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RADIUS

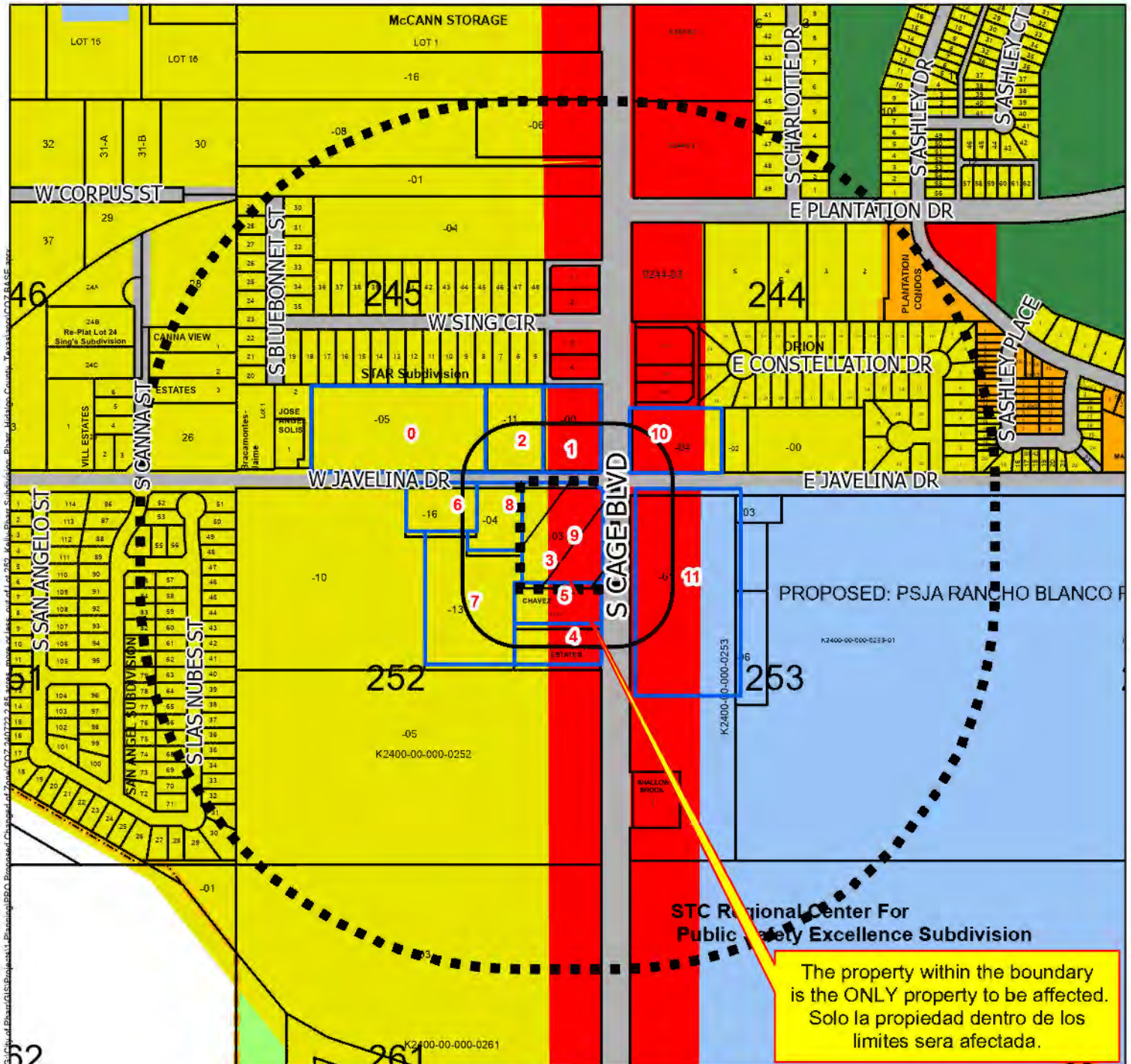


- Quarter Mile Radius
- 200 ft Radius
- Notified Properties
- Subject Property

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FUTURE LAND USE



Future Land Use

FUTURELAND

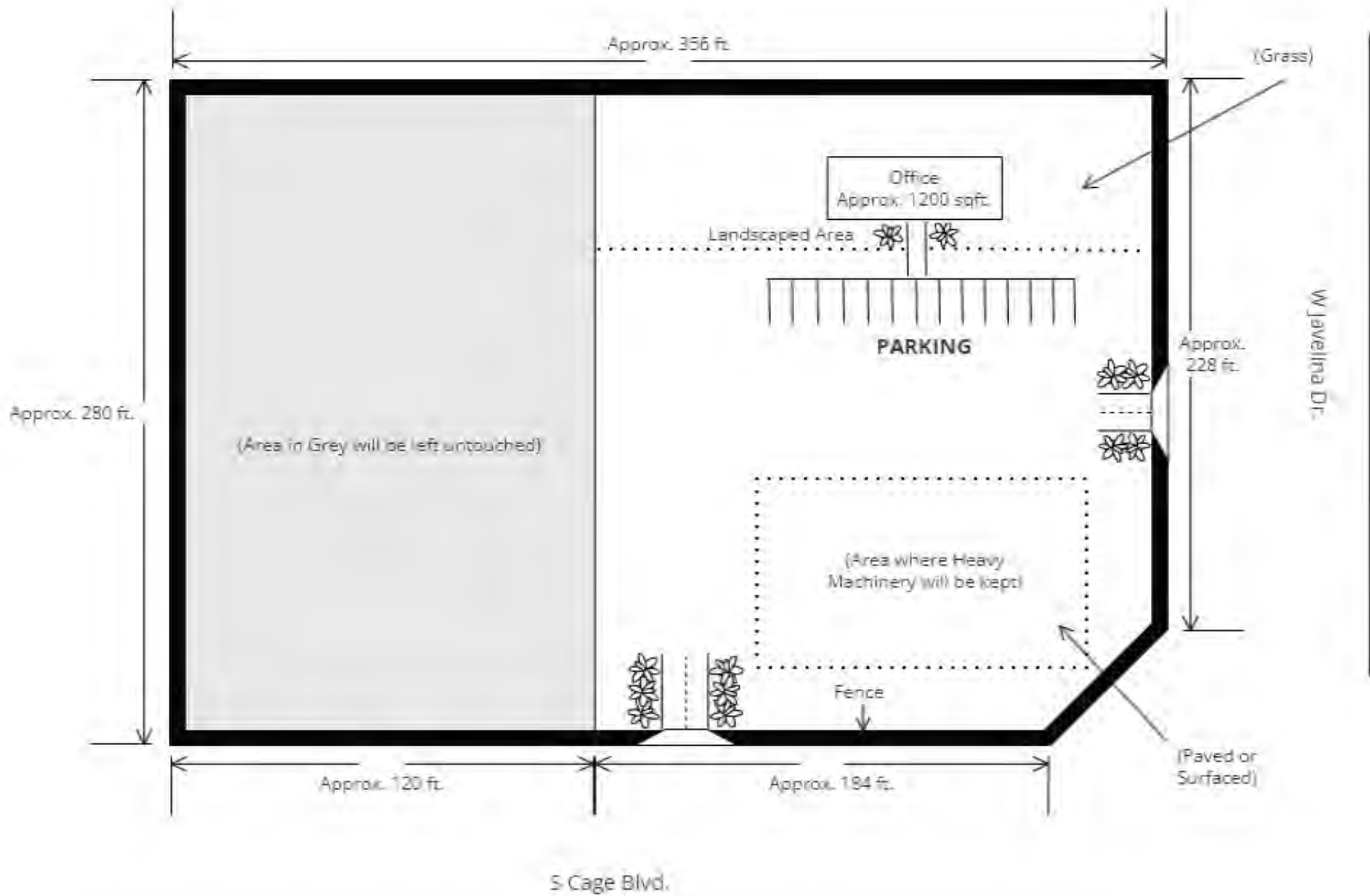
- Irrigation
- Agriculture

- Single Family Res.
- Multi-Family Res.
- Manufactured Homes
- Industrial
- Commercial
- Public/Semi Public
- ROW
- Parks

- Quarter Mile Radius
- 200 ft Radius
- Notified Properties
- Subject Property

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Pharr
Development Services



Site Photo

3310 South Cage Boulevard





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 6.C.3.

DATE SUBMITTED: September 11, 2024

MEETING DATE: September 16, 2024

FROM: Kimberly Mendoza, Development Services Director

DEPARTMENT: Development Services

DIRECTOR: Kimberly Mendoza

Agenda Item: Melden & Hunt Inc., representing Garcia-Reyna Family LTD., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Residential Multi-Family High Density District (R-MFHD). The property is legally described as being 0.74 acres, more or less, out of Lots 32 and 33, L.R. Bell Development "E" Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 700 Block of North Veterans Boulevard. COZ#240824 **This item supports EV - Economic Vitality.**

Classification: Public Hearing

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

Issue: Melden & Hunt Inc., representing Garcia-Reyna Family LTD., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Residential Multi-Family High Density District (R-MFHD) in order to develop and construct the entrance to a proposed multifamily residential development.

Fiscal Consideration: N/A

Staff Recommendation: Development Services recommends approval of the rezoning request from General Business District (C) to Residential Multi-Family High Density District (R-MFHD) as the property meets area requirements and has adequate ingress and egress. The request is compatible with the residential trends and land use patterns in the area. If approved, the owner must comply with all City Ordinances and City Department requirements.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission voted unanimously to recommend approval of the rezoning request from General Business District (C) to Residential Multi-Family High Density District (R-MFHD) at the meeting on September 9, 2024. There were seven members present and voting.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Kimberly Mendoza
Ricardo Rodriguez
City Management Office

Created/Initiated - 9/11/2024
Approved - 9/12/2024
Final Approval - 9/13/2024



MEMORANDUM

DATE: MONDAY, SEPTEMBER 16, 2024
TO: MAYOR AND CITY COMMISSION
FROM: KIMBERLY MENDOZA, DIRECTOR OF DEVELOPMENT SERVICES
THROUGH: JONATHAN B. FLORES, CITY MANAGER

SUBJECT: Re-zoning Request: From General Business District (C) to Residential Multi-Family High Density District (R-MFHD). The property is legally described as being 0.74 acres, more or less, out of Lots 32 and 33, L.R. Bell Development "E" Subdivision, Pharr, Hidalgo County, Texas. The property's physical address is 700 Block of North Veterans Boulevard. COZ#240824

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

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

DESCRIPTION OF PROPERTY:

Melden & Hunt Inc., representing Garcia-Reyna Family LTD., owner, has filed with the Planning and Zoning Commission a request for a Change of Zone from General Business District (C) to Residential Multi-Family High Density District (R-MFHD) in order to develop and construct the entrance to a proposed multifamily residential development.

The subject site is located on the west side of North Veterans Boulevard, approximately 0.17 miles south of East Polk Avenue and has a physical address of 700 Block of North Veterans Boulevard. The property is legally described as being 0.74 acres, more or less, out of Lot 32 and 33, L.R. Bell Development "E" Subdivision, Pharr, Hidalgo County, Texas.

The property fronts North Veterans Boulevard, a 100 ft. minor arterial street which runs north and south with a posted speed limit of 30 – 45 miles per hour as identified in the City of Pharr's Thoroughfare Plan.

The property and the property to the south, were rezoned from Single-Family Residential District (R-1) to General Business District (C) on September 5, 2006. The property to the west was rezoned from Single-Family Residential District (R-1) to Residential Multi-Family High Density District (R-MFHD) on September 5, 2006. The property to the north was rezoned from Single-Family Residential District (R-1) to Residential Multi-Family High Density District (R-MFHD) on June 19, 1984. The city limits lie to the east side. There have been no other zoning requests within the vicinity of the subject property since that time. The property is generally designated for commercial use in the Land Use Plan. However, the request is compatible with the land use patterns in the area.

The Residential Multi-Family High Density District (R-MFHD) is established to provide adequate space and site diversification for medium to high density areas. This may be a zone for transitional areas developed for single-family usage, but because of the need for rehabilitation, or changes in the character of the neighborhood, are now deemed suitable for some multifamily development. This zone allows medium to high density developments, and should be located where additional requirements for streets, water and fire protection, wastewater, drainage and adequate open space shall be met. R-MFHD uses should not run traffic over long distances of single-family residential-sized streets or neighborhoods and should be located close to arterials or collectors capable of carrying the additional traffic. Multi-family developments are not a buffer between single-family and commercial uses and should be properly buffered from nonresidential land uses and traffic, or from pollution and environmental hazards.

Three (3) letters were mailed out to the surrounding property owners within a two hundred (200) foot radius on August 29, 2024, and a legal notice was published in the Monitor Newspaper on August 31, 2024. Staff received no response to letters or legal notice.

Development Services recommended approval of the rezoning request from General Business District (C) to Residential Multi-Family High Density District (R-MFHD) as the property meets area requirements and has adequate ingress and egress. The request is compatible with the residential trends and land use patterns in the area. If approved, the owner must comply with all City Ordinances and City Department requirements.

The Planning and Zoning Commission voted unanimously to recommend approval of the rezoning request from General Business District (C) to Residential Multi-Family High Density District (R-MFHD) at the meeting on September 9, 2024. There were seven members present and voting.

CITY COMMISSION OPTIONS:

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



REQUEST FOR CHANGE OF ZONE & AMENDMENT TO LAND USE PLAN

Melden & Hunt Inc., representing
Reyna Family LTD., owner

Garcia-

APPLICANT

General Business District (C)

CURRENT ZONE

Residential Multi-Family High Density
District (R-MFHD)

700 Block of North Veterans Boulevard

ADDRESS

PROPOSED ZONE

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

STAFF RECOMMENDATIONS:

Approval

Development Services recommends approval of the rezoning request from General Business District (C)

to Residential Multi-Family High Density District (R-MFHD) as the property meets area requirements

and has adequate ingress and egress. The request is compatible with the residential trends and land use patterns

in the area. If approved, the owner must comply with all City Ordinances and City Department requirements.

Laura Fonseca, Planner II

PREPARED BY

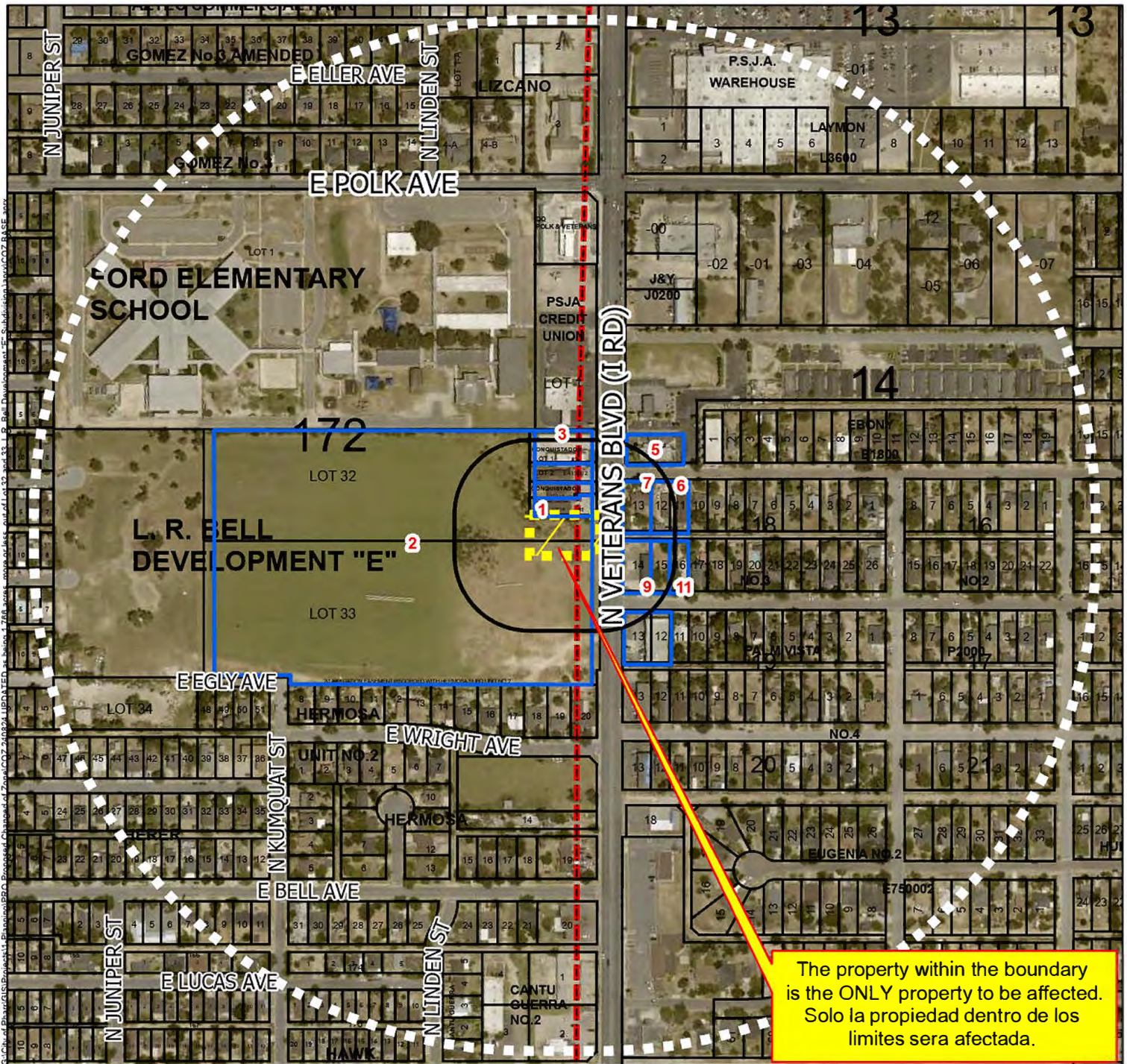
August 28, 2024

DATE

Proposed Change of Zone
as being 0.74 acres, more or less, out of Lot 32
and 33, L.R. Bell Development "E" Subdivision
Melden & Hunt, Inc.



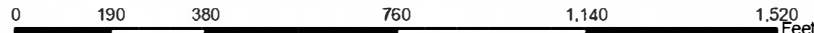
AERIAL



- Subject Property
- Notified Properties
- 200 ft Radius
- Quarter Mile Radius
- Pharr City Limit
- Pharr ETJ

City of Pharr, Texas
Engineering Department
956.402.4242
Date: 8/28/2024

Scale: 1:4,600



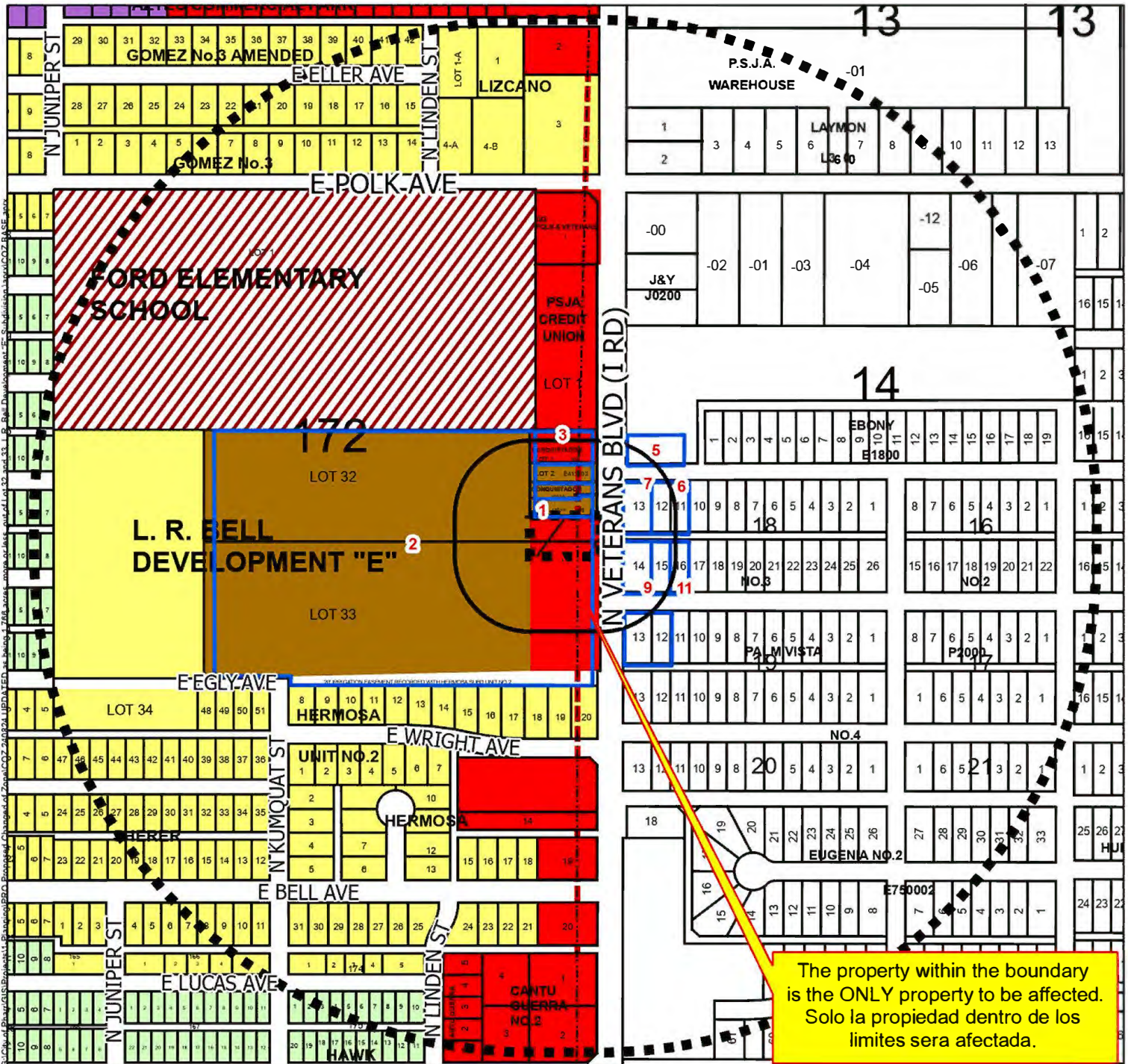
All Information displayed on this map is subject to verification by field survey or by the agency responsible for maintaining the information. This map is intended for general information only.



Proposed Change of Zone
as being 0.74 acres, more or less, out of Lot 32
and 33, L.R. Bell Development "E" Subdivision
Melden & Hunt, Inc.



ZONING



The property within the boundary
is the ONLY property to be affected.
Solo la propiedad dentro de los
limites sera afectada.

Zoning

ZONE

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

- Townhouse
- HUD Code
- Rail Road R.O.W
- Government Owned
- General Business
- Business District
- Drainage Easement
- Heavy Commercial

- Heavy Industrial
- Limited Industrial
- Neighborhood Commercial
- Office Professional
- PSJA ISD
- Hidalgo ISD
- Valley View ISD
- Planned Unit Development

- Subject Property
- Notified Properties
- 200 ft Radius
- Quarter Mile Radius
- Pharr City Limit
- Pharr ETJ

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

City of Pharr, Texas
Engineering Department
956.402.4242

Date: 8/28/2024

Scale: 1:4,600

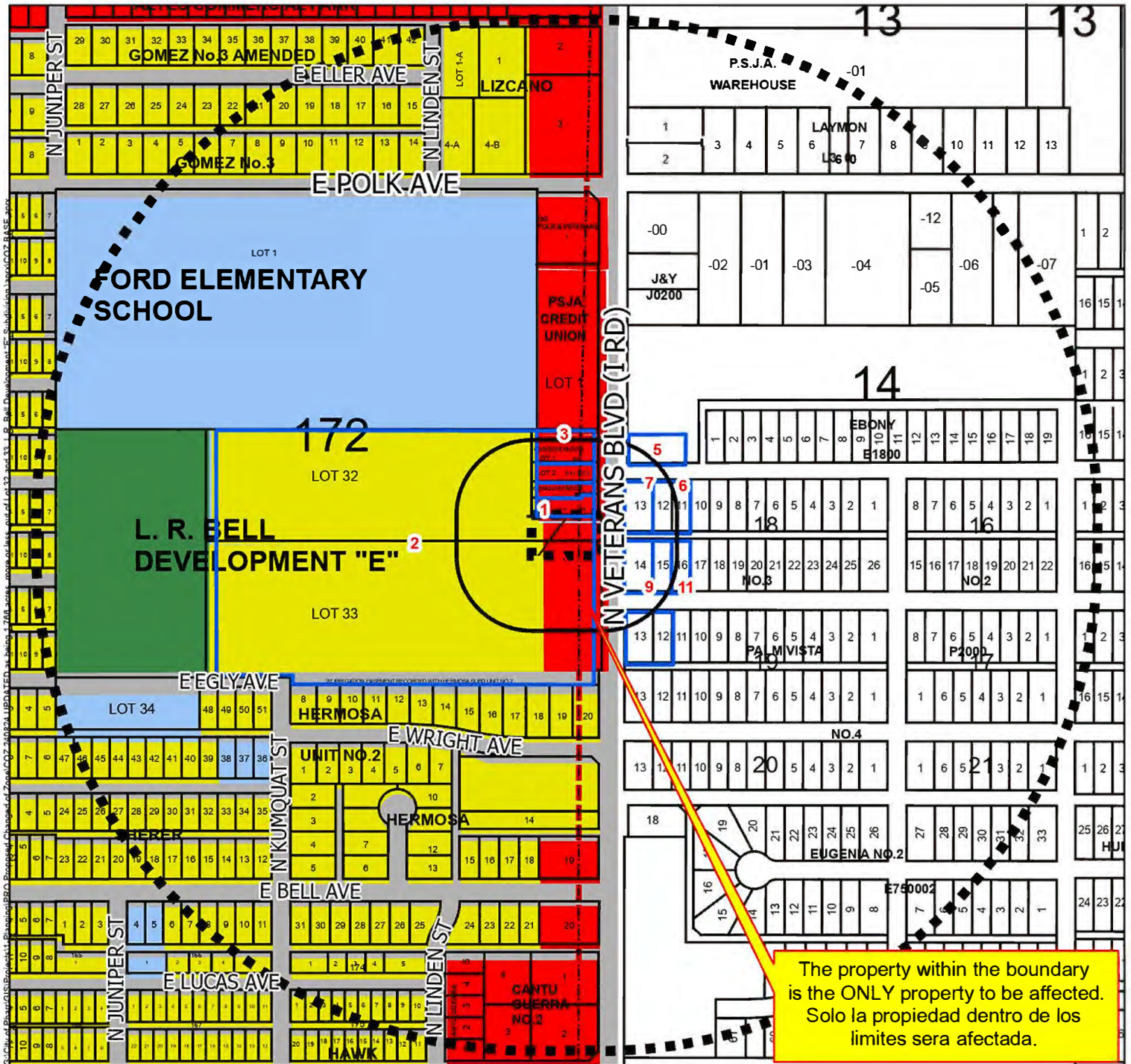
0 190 380 760 1,140 1,520 Feet



Proposed Change of Zone
as being 0.74 acres, more or less, out of Lot 32
and 33, L.R. Bell Development "E" Subdivision
Melden & Hunt, Inc.



FUTURE LAND USE



Future Land Use

FUTURELAND

- Irrigation
- Agriculture

- Single Family Res.
- Multi-Family Res.
- Manufactured Homes
- Industrial
- Commercial

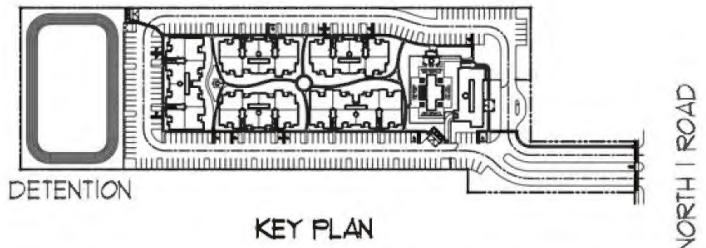
- Public/Semi Public
- ROW
- Parks
- Subject Property
- Notified Properties

- 200 ft Radius
- Quarter Mile Radius
- Pharr City Limit
- Pharr ETJ

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



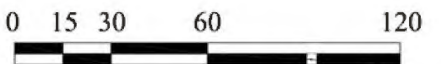
NOTE:
H.C. INDICATES MOBILITY IMPAIRED UNIT.
S/H INDICATES SIGHT/HEARING IMPAIRED UNIT.
PROPERTY AREA: = 6.000 ACRES
FLOOD PLAIN NOTE: PROPERTY IS ENTIRELY IN ZONE B (AREA BETWEEN THE LIMITS OF THE 100-YEAR AND 500-YEAR).
DETENTION IS PROVIDED BY ON-SITE DETENTION POND.
FLOOD MITIGATION IS NOT REQUIRED FOR THIS PROPERTY.
THERE ARE NO PIPELINE EASEMENTS ON THIS PROPERTY.



SITE PLAN

Citrus Village

Mucasey & Associates, Architects



TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.



Pharr
Development Services



Site Photo

700 Block of North Veterans Boulevard





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 7.A.

DATE SUBMITTED: September 12, 2024

MEETING DATE: September 16, 2024

FROM: Jamison Merrick, Interim Finance Director

DEPARTMENT: Finance

DIRECTOR: Jamison Merrick

Agenda Item: Consideration and action , if any, on Ordinance adopting Tax Rate for FY 2024-2025 (*Adoption on One Reading*). This item supports SG - Sound Governance and Fiscal Transparency.

Classification: Regular

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

Issue: Per Texas Local Tax Code Chapter 26, cities need to officially make a motion to adopt a tax each Fiscal Year.

Proposed Tax Rate ϕ .7676

This tax rate is divided into the following:

M&O \$0.5887

I&S \$0.1789

Fiscal Consideration: N/A

Staff Recommendation: "I move that the property tax rate be increased by the adoption of a tax rate of ϕ .7676, which is effectively a 0% percent increase in the tax rate from the prior year."

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Jamison Merrick
Ricardo Rodriguez
City Management Office

Created/Initiated - 9/12/2024
Approved - 9/12/2024
Final Approval - 9/13/2024

ORDINANCE NO: O-2023-

**AN ORDINANCE MODIFYING ORDINANCE 2020-33 TO ADOPT THE TAX RATE
AND LEVYING
AD VALOREM TAXES FOR THE CITY OF PHARR, TEXAS
BEGINNING FISCAL YEAR OCTOBER 1, 2024, AND ENDING
SEPTEMBER 30, 2025, DIRECTING THE ASSESSMENT AND
COLLECTION THEREOF, DECLARING AN EMERGENCY
AND AN EFFECTIVE DATE**

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

WHEREAS the Board of Commissioners finds that the tax rate for the fiscal year 2024-2025, as hereinafter levied for current operating expenses, and capital outlays, to pay interest and to provide the sinking fund on outstanding bonds of the City issued for municipal purposes must be levied to provide the revenue requirements of the approved and adopted budget for said fiscal year.

**WHEREAS THIS TAX RATE WILL RAISE MORE TAXES
FOR MAINTENANCE & OPERATIONS THAN LAST YEAR'S
TAX RATE.**

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

SECTION 1: That there is hereby fixed, levied and assessed for the fiscal year beginning October 1, 2024, and ending September 30, 2025, an ad valorem tax of on each \$100 valuation of property within the limits of the City of Pharr and not exempt from taxation by valid law; that such ad valorem tax shall be apportioned between the interest and sinking fund and the general fund as follows:

M & O	\$.58870
I & S	\$ <u>.17890</u>
TOTAL RATE	\$.76760

SECTION 2: The Tax Assessor and Collector of the City of Pharr, is hereby directed to assess for such fiscal year the rate herein fixed and levied, and to collect such taxes in accordance with this Ordinance.

SECTION 3: The fact that the fixing and levying of Ad Valorem taxes is of great importance to the order, health, safety and general welfare of the public creates an emergency. The requirement that this Ordinance is to be read on three (3) separate

meetings is hereby waived and dispensed with and this Ordinance shall take effect and be in full force from and after its passage and approval. Publication may also be in caption form as allowed under Section 9 of the Pharr City Charter.

APPROVED AND ADOPTED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 16th day of September 2024.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 7.B.

DATE SUBMITTED: September 13, 2024

MEETING DATE: September 16, 2024

FROM: Jamison Merrick, Interim Finance Director

DEPARTMENT: Finance

DIRECTOR: Jamison Merrick

Agenda Item: Consideration and action, if any, on Ordinance adopting and approving budget for year beginning October 1, 2024 and ending September 30, 2025 (*Adoption on One Reading*). This item supports **SG - Sound Governance and Fiscal Transparency**.

Classification: Regular

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

Issue: As part of Texas Local Government Code Chapter 102, Cities are required to prepare and adopt an annual budget to cover for proposed expenditures for the succeeding year.

Fiscal Consideration: n/a

Staff Recommendation: To approve

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Jamison Merrick
Fabiola Sanchez
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created/Initiated - 9/13/2024
Approved - 9/13/2024
Approved - 9/13/2024
Approved - 9/13/2024
Final Approval - 9/13/2024

ORDINANCE NO: O-2024-__

**AN ORDINANCE ADOPTING AND APPROVING THE
BUDGET FOR THE CITY OF PHARR, TEXAS FOR
YEAR BEGINNING OCTOBER 1, 2024, AND ENDING
SEPTEMBER 30, 2025, APPROPRIATING FUNDS,
AND DECLARING AN EMERGENCY AND AN
EFFECTIVE DATE**

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

WHEREAS, the City Manager of the City of Pharr has prepared a budget for the fiscal year beginning October 1, 2024 and ending September 30, 2025, and has filed same with the City Clerk all in the manner and form and for the length of time required by law; and

WHEREAS, public notice of a public hearing on such budget has been given in the manner and form and for the length of time required by law, and pursuant to such notice, and such public hearing was held, and it is the Judgment of the Board of Commissioners of the City that the law warrants no changes to be made in said budget as prepared by the City Manager and that said Budget should be approved as submitted by the City Manager, and adjusted by the City Commission.

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

SECTION 1: That the budget of the revenues of the City of Pharr, and the expenditures for the conducting of the affairs thereof for the fiscal year beginning October 1, 2024 and ending September 30, 2025, as submitted to the Board of Commissioners of the City of Pharr, Texas, by the City Manager of said City, be and the same is in all respects approved and adopted as the Budget for said fiscal year.

SECTION 2: That the sum of **\$83,703,900** is hereby appropriated out of the general fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

SECTION 3: That the sum of **\$0** is hereby appropriated out of the general contingency reserve fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

SECTION 4: That the sum of **\$1,257,400** is hereby appropriated out of the community development fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

SECTION 5: That the sum of **\$1,728,800** is hereby appropriated out of the grants fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

SECTION 6: That the sum of **\$993,600** is hereby appropriated out of the hotel/motel fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

SECTION 7: That the sum of \$138,300 is hereby appropriated out of the parkland dedication fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

SECTION 8: That the sum of \$477,400 is hereby appropriated out of the asset sharing fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

SECTION 9: That the sum of \$1,082,100 is hereby appropriated out of the paving and drainage fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

SECTION 10: That the sum of \$21,803,100 is hereby appropriated out of the general capital projects fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government, of which \$3,646,500 is from debt proceeds.

SECTION 11: That the sum of \$63,565,000 is hereby appropriated out of the bridge capital projects fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government, of which \$43,565,000 is from bond proceeds.

SECTION 12: That the sum of \$18,755,000 is hereby appropriated out of the utility capital projects fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government, of which \$17,849,500 is from bond proceeds.

SECTION 13: That the sum of \$9,442,602 is hereby appropriated out of the debt service fund for the payment of debt service payments.

SECTION 14: That the sum of \$17,707,700 is hereby appropriated out of the utility fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

SECTION 15: That the sum of \$7,004,800 is hereby appropriated out of the EMS fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

SECTION 16: That the sum of \$22,177,800 hereby appropriated out of the bridge fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

SECTION 17: That the sum of \$9,715,400 is hereby appropriated out of the Fiber/Broadband fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

SECTION 18: That the sum of \$1,565,600 is hereby appropriated out of the golf course fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

SECTION 19: That the sum of \$975,800 is hereby appropriated out of the garage fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

SECTION 20: That the sum of \$7,075,300 is hereby appropriated out of the health insurance claim fund for the payment of operating costs, medical and pharmacy claims.

SECTION 21: The fact that an approved and adopted budget is necessary for the preservation of order, health, safety and general welfare of the public creates an emergency. The requirement that this Ordinance is to be read on three (3) separate meetings is hereby waived and dispensed with and this Ordinance shall take effect and be in full force from and after the passage and approved.

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 16th day of September 2024.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

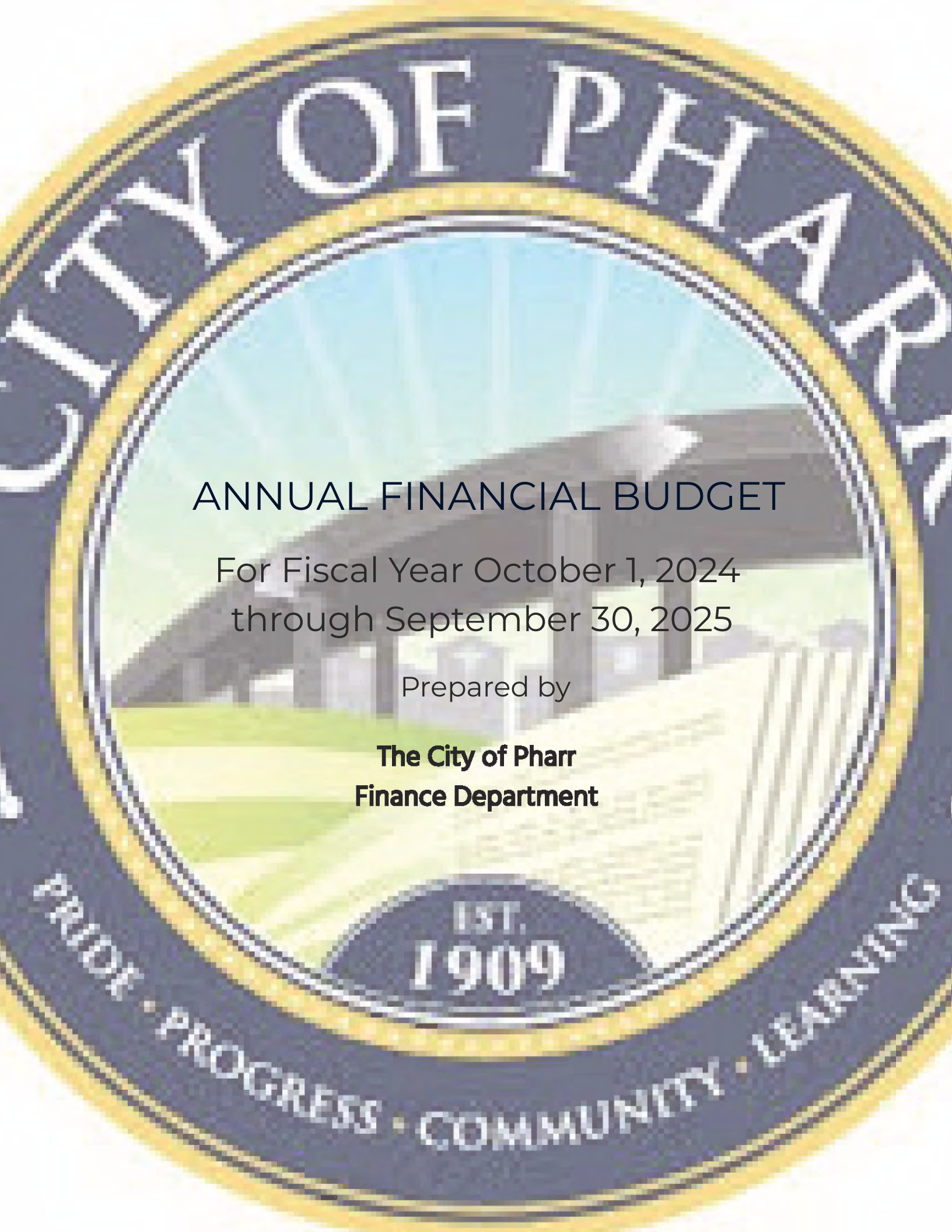
IMELDA PEREZ, CITY CLERK

FOR FISCAL YEAR 2024-2025

City of Pharr



This budget will raise more total property taxes than last year's budget by \$1,513,223 or 4.27% increase, and of that amount, \$822,125 is tax revenue to be raised from new property added to the tax roll this year.



ANNUAL FINANCIAL BUDGET

For Fiscal Year October 1, 2024
through September 30, 2025

Prepared by

**The City of Pharr
Finance Department**

EST.
1909



Ambrosio "Amos" Hernandez, MD
Mayor



Michael Pacheco
Commissioner Place 1



Roberto "Bobby" Carrillo
Commissioner Place 2



Ramiro Caballero, MD
Commissioner Place 3



Daniel Chavez
Mayor Pro-term



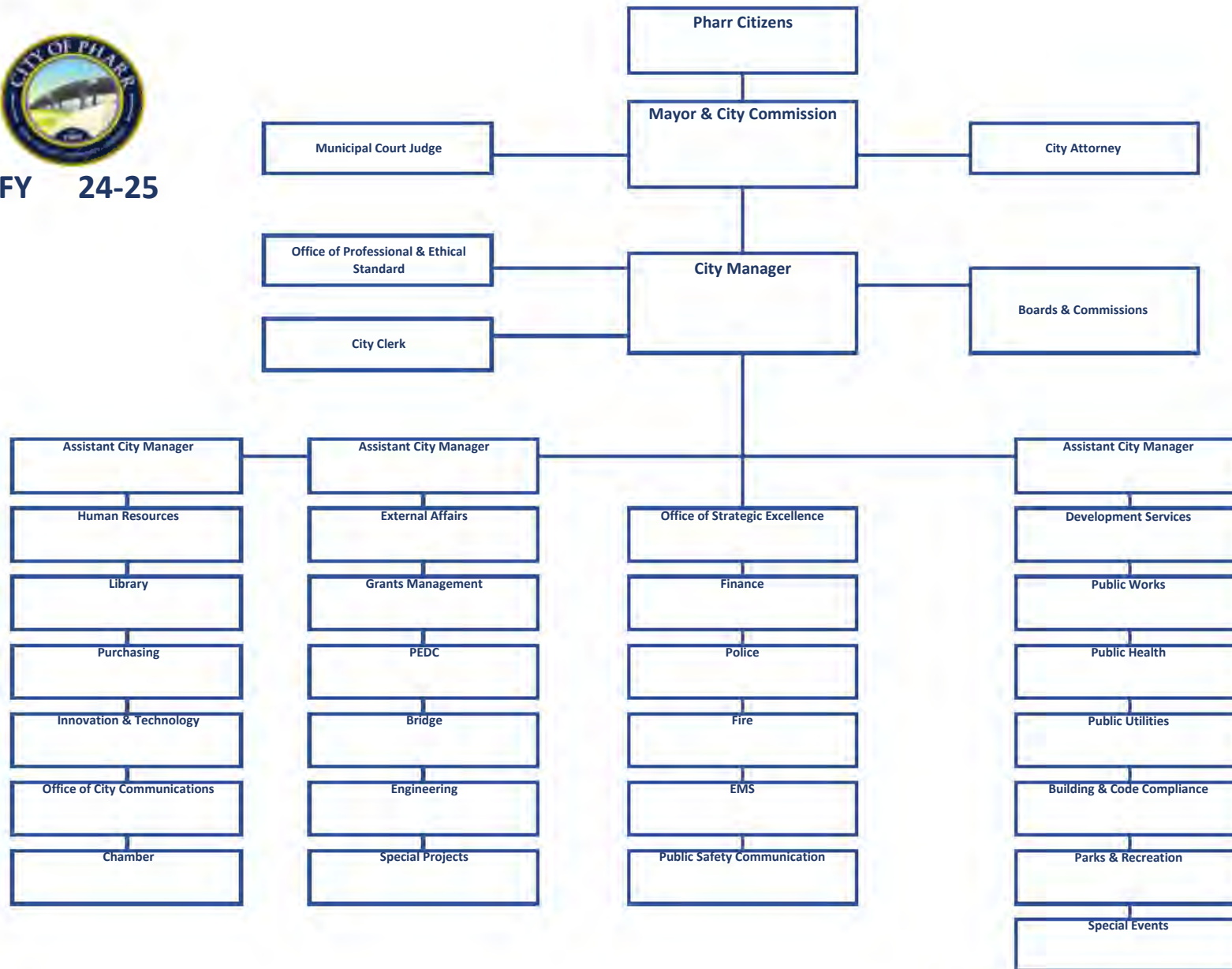
Ricardo Medina
Commissioner Place 5



Itza Flores
Commissioner Place 6



FY 24-25





GOVERNMENTAL FUNDS



General Fund



General Fund is the chief operating fund of the City. All of the City's activities are reported in this fund unless there is a compelling reason to report an activity in some other type of fund.

GENERAL FUND (detailed): The General Fund is the general operating fund of the City. It is used to account for all financial resources traditionally associated with government, except those required to be accounted for in another fund.

CITY OF PHARR, TX
GENERAL FUND
SUMMARY OF REVENUES & EXPENDITURES

Description	FY 22-23 Actual	FY 23-24 Original	FY 23-24 Amended	FY 23-24 Projected	FY 24-25 Proposed
REVENUES					
General Tax Revenue	\$ 44,868,518	\$ 49,114,900	\$ 49,114,900	\$ 43,891,358	\$ 52,246,300
Gross Receipts	3,095,409	2,850,600	2,850,600	2,633,541	2,914,200
Revenue Producing Facilities	5,918,293	5,762,600	5,762,600	5,633,786	5,704,600
Fines & Fees	720,437	672,200	672,200	707,194	742,900
Licenses & Permits	1,125,400	1,054,900	1,054,900	1,075,344	1,169,600
Charges for Current Services	167,759	193,000	193,000	394,651	466,300
Grants	4,740,551	487,600	487,600	1,878,697	96,900
Transfers In	24,024,033	12,001,500	12,091,500	12,001,500	17,101,600
Debt Proceeds	-	4,790,100	4,790,100	2,446,100	3,261,500
Total Revenues	\$ 84,660,398	\$ 76,927,400	\$ 77,017,400	\$ 70,662,171	\$ 83,703,900
EXPENDITURES					
City Manager's Office	\$ 2,671,508	\$ 2,362,800	\$ 2,638,300	\$ 2,393,218	\$ 2,620,100
Finance Department	913,363	910,500	1,076,000	967,600	1,175,900
Police Department	18,065,466	18,756,700	18,946,200	16,745,470	16,045,200
Purchasing Department	327,785	436,500	441,400	418,597	440,200
Municipal Court	573,070	651,400	662,600	571,798	675,800
Fire Department	10,681,170	12,960,800	13,084,800	11,768,620	14,357,100
Building & Code Compliance	1,163,527	1,529,700	1,551,700	1,234,489	1,560,800
Public Works	6,109,191	5,787,500	5,833,600	5,597,663	4,806,900
Information Technology	3,478,026	3,828,500	3,567,500	3,078,970	3,056,800
Office of City Communications	683,496	809,800	830,800	753,035	991,500
Library	1,486,318	1,807,100	1,837,200	1,625,905	1,668,400
Grants	496,490	549,900	555,300	469,726	558,700
Parks & Recreation	7,609,136	7,718,100	7,926,100	7,860,753	7,397,000
Office of Strategic Excellence	454,996	468,500	471,000	369,254	465,900
Public Safety Communications	2,809,462	3,160,000	3,207,500	2,987,272	3,258,000
Human Resources	931,087	982,200	895,300	898,037	936,900
Development Services	465,683	901,800	946,800	636,913	960,600
Engineering	900,684	1,066,000	1,108,600	886,286	1,143,200
Public Health Department	4,766	547,600	559,100	591,123	882,300
Special Events Department	-	-	-	-	1,615,600
Transfers Out - Reserves	-	-	-	-	10,439,700
Transfers Out	11,091,476	2,274,300	4,019,200	3,408,605	2,158,500
Non-Departmental	8,041,691	8,417,700	8,789,700	8,500,611	6,488,800
Total Expenditures	\$ 78,958,390	\$ 75,927,400	\$ 78,948,700	\$ 71,763,944	\$ 83,703,900
Net Revenues Over/(Under) Expenditures	\$ 5,702,008	\$ 1,000,000	\$ (1,931,300)	\$ (1,101,773)	-

CITY OF PHARR, TX
GENERAL FUND
SUMMARY OF EXPENDITURES

Description	FY 22-23 Actual	FY 23-24 Original	FY 23-24 Amended	FY 23-24 Projected	FY 24-25 Proposed
EXPENDITURES					
City Manager's Office	\$ 2,671,508	\$ 2,362,800	\$ 2,638,300	\$ 2,393,218	\$ 2,620,100
Finance Department	913,363	910,500	1,076,000	967,600	1,175,900
Police Department	18,065,466	18,756,700	18,946,200	16,745,470	16,045,200
Purchasing Department	327,785	436,500	441,400	418,597	440,200
Municipal Court	573,070	651,400	662,600	571,798	675,800
Fire Department	10,681,170	12,960,800	13,084,800	11,768,620	14,357,100
Building & Code Compliance	1,163,527	1,529,700	1,551,700	1,234,489	1,560,800
Public Works	6,109,191	5,787,500	5,833,600	5,597,663	4,806,900
Information Technology	3,478,026	3,828,500	3,567,500	3,078,970	3,056,800
Office of City Communications	683,496	809,800	830,800	753,035	991,500
Library	1,486,318	1,807,100	1,837,200	1,625,905	1,668,400
Grants	496,490	549,900	555,300	469,726	558,700
Parks & Recreation	7,609,136	7,718,100	7,926,100	7,860,753	7,397,000
Office of Strategic Excellence	454,996	468,500	471,000	369,254	465,900
Legal Department	-	-	-	-	-
Public Safety Communications	2,809,462	3,160,000	3,207,500	2,987,272	3,258,000
Human Resources	931,087	982,200	895,300	898,037	936,900
Development Services	465,683	901,800	946,800	636,913	960,600
Engineering	900,684	1,066,000	1,108,600	886,286	1,143,200
Public Health Department	4,766	547,600	559,100	591,123	882,300
Special Events Department	-	-	-	-	1,615,600
Transfers Out	11,091,476	2,274,300	4,019,200	3,408,605	12,598,200
Non-Departmental	8,041,691	8,417,700	8,789,700	8,500,611	6,488,800
TOTAL EXPENDITURES	\$ 78,958,390	\$ 75,927,400	\$ 78,948,700	\$ 71,763,944	\$ 83,703,900

Expense Category	FY 22-23 Actual	FY 23-24 Original	FY 23-24 Amended	FY 23-24 Projected	FY 24-25 Proposed
Personnel Services	\$ 40,952,967	\$ 45,702,400	\$ 46,618,200	\$ 43,155,143	\$ 47,197,700
Supplies	2,492,486	2,790,200	2,944,675	2,266,000	1,901,400
Maintenance	1,799,585	1,894,400	1,940,700	1,833,895	1,842,200
Rentals	128,546	2,407,000	2,414,800	2,030,087	1,217,000
Other Services	5,496,056	6,282,400	6,516,700	5,849,007	6,625,200
Vehicle Maintenance	1,887,254	1,983,700	1,984,600	1,614,790	1,812,900
Debt Service	3,767,373	1,091,700	1,091,700	900,619	1,050,400
Capital Outlay	3,300,958	3,083,600	2,628,425	2,205,189	2,970,100
Transfer Out	11,091,476	2,274,300	4,019,200	3,408,605	12,598,200
Non-Departmental	8,041,691	8,417,700	8,789,700	8,500,611	6,488,800
TOTAL EXPENDITURES	\$ 78,958,390	\$ 75,927,400	\$ 78,948,700	\$ 71,763,944	\$ 83,703,900

Function	FY 22-23 Actual	FY 23-24 Original	FY 23-24 Amended	FY 23-24 Projected	FY 24-25 Proposed
General Government	\$ 20,528,336	\$ 22,263,900	\$ 22,872,400	\$ 20,606,736	\$ 20,399,400
Public Safety	32,129,168	35,528,900	35,901,100	32,073,160	34,336,100
Highways & Streets	6,109,191	5,787,500	5,833,600	5,597,663	4,806,900
Health & Welfare	4,766	547,600	559,100	591,123	882,300
Culture & Recreation	9,095,454	9,525,200	9,763,300	9,486,658	10,681,000
Transfers Out	11,091,476	2,274,300	4,019,200	3,408,605	12,598,200
TOTAL EXPENDITURES	\$ 78,958,390	\$ 75,927,400	\$ 78,948,700	\$ 71,763,944	\$ 83,703,900

Special Revenue Funds

Special Revenue Funds are used to account for specific revenues that are legally or self restricted to expenditure for particular purposes.

Community Development Fund: This fund accounts for grant revenues that meet the program objectives set forth by the U.S. Department of Housing & Urban Development in providing affordable housing, a suitable and viable living environment and expanding economic opportunities.

Grants Fund: This fund accounts for general grant revenues awarded to the City. Three main departments utilize this fund: Police, Fire and Parks and Recreation.

Hotel/Motel Fund: This fund accounts for revenue from a seven percent tax levied upon the cost of City hotel and motel rooms with a daily rate over \$2. According to state civil statutes, this tax revenue can be used to promote tourism, maintain and repair convention facilities, promote the arts and humanities, or any other purpose directly related to these activities.

Parkland Dedication Fund: This fund accounts for revenue from a seven percent tax levied upon the cost of City hotel and motel rooms with a daily rate over \$2. According to state civil statutes, this tax revenue can be used to promote tourism, maintain and repair convention facilities, promote the arts and humanities, or any other purpose directly related to these activities.

Asset Sharing (Seized Assets): This fund accounts for forfeitures awarded to the City by the federal and state courts and drug enforcement agencies. Revenues are restricted for police supplies and only to be used if general funding is not available.

Paving & Drainage: This fund accounts for fees added to utility bills and is restricted for the purpose of street improvements.

CITY OF PHARR, TX
COMMUNITY DEVELOPMENT BLOCK GRANT FUND
SUMMARY OF REVENUES & EXPENDITURES

	FY 22-23 Actual	FY 23-24 Original	FY 23-24 Amended	FY 23-24 Projected	FY 24-25 Proposed
REVENUES					
Grants - CDBG - Current Year	\$ -	\$ 1,172,600	\$ 1,172,600	\$ 198,967	\$ 1,257,400
Grants - Other CDBG Programs	569,831	-	-	415,530	-
Transfer In	-	-	2,400	-	-
Total	\$ 569,831	\$ 1,172,600	\$ 1,175,000	\$ 614,496	\$ 1,257,400
EXPENDITURES					
Personnel	\$ 163,640	\$ 174,500	\$ 176,900	\$ 173,696	\$ 200,500
Supplies	6,843	14,000	9,000	10,960	12,600
Maintenance	-	1,500	1,500	-	500
Rentals	3,788	7,000	7,000	3,775	5,000
Other Services	34,814	40,000	45,000	53,968	21,100
Vehicle Maintenance	25	1,500	1,500	9	-
Debt Service	378,662	375,000	375,000	403,721	375,000
Non-Departmental Expenses	370,022	559,100	559,100	521,241	642,700
Total	\$ 957,795	\$ 1,172,600	\$ 1,175,000	\$ 1,167,370	\$ 1,257,400
Net Revenues Over/(Under) Expenditures	\$ (387,964)	\$ -	\$ -	\$ (552,874)	\$ -
EXPENDITURES					
General Government	\$ 957,795	\$ 1,172,600	\$ 1,175,000	\$ 1,167,370	\$ 1,257,400
Culture & Recreation	-	-	-	-	-
Highways & Streets	-	-	-	-	-
Total	\$ 957,795	\$ 1,172,600	\$ 1,175,000	\$ 1,167,370	\$ 1,257,400
Net Revenues Over/(Under) Expenditures	\$ (387,964)	\$ -	\$ -	\$ (552,874)	\$ -

CITY OF PHARR, TX

GRANTS FUND*

SUMMARY OF REVENUES & EXPENDITURES

FY 22-23

FY 23-24

FY 23-24

FY 23-24

FY 24-25

Actual

Original

Amended

Projected

Proposed

REVENUES

General	\$	-	\$	-	\$	-	\$	5,150	\$	5,100
Police		1,593,296		1,500,000		1,500,000		1,162,270		1,159,500
Fire		567,241		245,000		245,000		564,118		564,200
EMS		77,369		-		-		-		-
Library		4,390		-		-		-		-
Fiber		535,042		650,000		650,000		760,307		-

Total Revenues	\$	2,777,338	\$	2,395,000	\$	2,395,000	\$	2,491,845	\$	1,728,800
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EXPENDITURES BY FUNCTION

Public Safety:

Police	\$	1,593,296	\$	1,472,000	\$	1,472,000	\$	1,162,269	\$	1,159,500
Fire		571,631						564,118		564,200
EMS		77,369		245,000		245,000		-		-
		2,242,296		1,717,000		1,717,000		1,726,388		1,723,700

General:

General		535,042		678,000		678,000		765,457		5,100
		535,042		678,000		678,000		765,457		5,100

Total Expenditures	\$	2,777,338	\$	2,395,000	\$	2,395,000	\$	2,491,844	\$	1,728,800
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Net Revenues Over/(Under) Expenditures	\$	-	\$	-	\$	-	\$	0	\$	-
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EXPENDITURES BY ACTIVITY

Personnel	\$	1,925,402	\$	1,745,000	\$	1,745,000	\$	1,758,304	\$	1,584,300
Supplies		81,158		-		-		19,985		-
Maintenance		569,460		-		-		562,170		-
Equipment Rental		15,492		-		-		4,359		4,400
Contractual Services		24,608		650,000		650,000		12,044		5,100
Vehicle Maintenance		-		-		-		8,831		8,800
Capital Outlay		161,217		-		-		126,150		126,200

Total Expenditures		2,777,338		2,395,000		2,395,000		2,491,845		1,728,800
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Net Revenues Over/(Under) Expenditures	\$	-	\$	-	\$	-	\$	-	\$	-
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* Excludes American Rescue Plan Funds awarded in 2022.

CITY OF PHARR, TX					
HOTEL / MOTEL FUND					
SUMMARY OF REVENUES & EXPENDITURES					
Description	FY 22-23 Actual	FY 23-24 Original	FY 23-24 Amended	FY 23-24 Projected	FY 24-25 Proposed
<u>REVENUES</u>					
Hotel/Motel Tax	\$ 876,463	\$ 650,000	\$ 650,000	\$ 987,999	\$ 982,400
Miscellaneous Income	37,217	-	-	10,091	11,200
Total	<u>\$ 913,680</u>	<u>\$ 650,000</u>	<u>\$ 650,000</u>	<u>\$ 998,090</u>	<u>\$ 993,600</u>
<u>EXPENDITURES</u>					
General Government:					
Other Services	-	50,000	50,000	-	-
Sub-Total	<u>-</u>	<u>50,000</u>	<u>50,000</u>	<u>-</u>	<u>-</u>
Culture & Recreation:					
Transfer Out-General Fund	1,300,000	300,000	300,000	275,000	858,900
Transfer Out-Chamber	68,400	68,400	68,400	68,400	68,400
Transfer Out-Tax Notes	231,600	231,600	231,600	212,300	66,300
Sub-Total	<u>1,600,000</u>	<u>600,000</u>	<u>600,000</u>	<u>555,700</u>	<u>993,600</u>
Total	<u>\$ 1,600,000</u>	<u>\$ 650,000</u>	<u>\$ 650,000</u>	<u>\$ 555,700</u>	<u>\$ 993,600</u>
Net Revenues Over/(Under) Expenditures	<u>\$ (686,320.44)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 442,389.88</u>	<u>\$ -</u>

CITY OF PHARR, TX										
PARKLAND DEDICATION FEE FUND										
SUMMARY OF REVENUES & EXPENDITURES										
		FY 22-23		FY 23-24		FY 23-24		FY 23-24		FY 24-25
		Actual		Original		Amended		Projected		Proposed

REVENUES

Parkland Dedication Fees	\$	16,618	\$	30,000	\$	30,000	\$	115,302	\$	136,400
Interest		7,639		-		-		1,768		1,900
Total Revenues	\$	24,257	\$	30,000	\$	30,000	\$	117,070	\$	138,300

EXPENDITURES

Culture & Recreation:

Transfers Out	\$	250,000	\$	30,000	\$	30,000	\$	117,070	\$	138,300
Total Expenditures	\$	250,000	\$	30,000	\$	30,000	\$	117,070	\$	138,300
Net Revenues Over/(Under) Expenditures	\$	(225,743)	\$	-	\$	-	\$	-	\$	-

CITY OF PHARR, TX

ASSET SHARING FUND

SUMMARY OF REVENUES & EXPENDITURES

		FY 22-23		FY 23-24		FY 23-24		FY 23-24		FY 24-25	
		Actual		Original		Amended		Projected		Proposed	
<u>REVENUES</u>											
	Intergovernmental	\$	465,843	\$	122,300	\$	122,300	\$	424,495	\$	464,600
	Interest		18,376		2,700		2,700		11,434		12,800
	Total Revenues	\$	484,218	\$	125,000	\$	125,000	\$	435,930	\$	477,400
<u>EXPENDITURES</u>											
Public Safety:											
	Personnel	\$	-	\$	-	\$	-	\$	-	\$	-
	Supplies		144,417		99,400		99,400		232,492		301,600
	Maintenance		-		-		-		1,860		-
	Other		301,618		-		-		300,769		-
	Vehicle Maintenance		3,200		-		-		-		-
	Transfers Out										
	Capital Outlay		274,315		250,600		250,600		(121,026)		175,800
	Total Expenditures	\$	723,550	\$	350,000	\$	350,000	\$	414,095	\$	477,400
	Net Revenues Over/(Under) Expenditures	\$	(239,332)	\$	(225,000)	\$	(225,000)	\$	21,835	\$	-

CITY OF PHARR, TX

PAVING & DRAINAGE FUND

SUMMARY OF REVENUES & EXPENDITURES

	FY 22-23		FY 23-24		FY 23-24		FY 23-24		FY 24-25
	Actual		Original		Amended		Projected		Proposed
REVENUES									
Paving & Drainage Fee	\$ 1,206,329	\$	1,043,400	\$	1,043,400	\$	1,054,762	\$	1,082,100
Interest Income	27,597		2,100		2,100		14,224		-
Total	\$ 1,233,926	\$	1,045,500	\$	1,045,500	\$	1,068,986	\$	1,082,100
EXPENDITURES									
Highways & Streets:									
Other Expense	\$ 51,981	\$	-	\$	-	\$	-	\$	-
Transfers Out	1,045,500		1,045,500		1,045,500		1,045,500		1,082,100
	\$ 1,097,481	\$	1,045,500	\$	1,045,500	\$	1,045,500	\$	1,082,100
Total	\$ 1,097,481	\$	1,045,500	\$	1,045,500	\$	1,045,500	\$	1,082,100
Net Revenues Over/(Under) Expenditures	\$ 136,445	\$	-	\$	-	\$	23,486	\$	-



Capital Project Funds



Capital Project Funds are used to account for major capital acquisition and construction activities so as to not distort ongoing operating activities of other funds.

General Capital Projects Fund: is used to account for projects planned as part of the City's General Capital Improvement program.

Bridge Capital Projects Fund: is used to account for projects planned as part of the City's International Bridge Capital Improvement program.

Utility Capital Projects Fund: is used to account for projects planned as part of the City's Utility Fund Capital Improvement program.

CITY OF PHARR, TX

GENERAL CAPITAL IMPROVEMENT PROJECTS FUND

SUMMARY OF REVENUES & EXPENDITURES

Description	FY 22-23 Actual	FY 23-24 Original	FY 23-24 Amended	FY 23-24 Projected	FY 24-25 Proposed
<u>REVENUES</u>					
Intergovernmental	\$ 93,010	\$ -	\$ 477,200	\$ 343,129	\$ -
Transfers In	8,461,800	1,059,100	2,967,700	2,967,700	930,400
Grant Funds	-	4,000,000	4,000,000	-	17,226,200
Other Financing Source	-	20,100,000	20,100,000	-	-
Total Revenues	\$ 8,554,810.00	\$ 25,159,100.00	\$ 27,544,900.00	\$ 3,310,829.00	\$ 18,156,600.00
<u>EXPENDITURES</u>					
Parks	\$ -	\$ -	\$ -	\$ 350,113	\$ -
Street Projects	1,637,580	4,000,000	4,000,000	1,380,765	11,203,000
Infrastructure	-	5,300,000	5,300,000	4,616,333	10,297,000
Other	6,063,000	14,800,000	14,800,000	-	-
Transfers Out	8,243,800	-	-	-	-
Debt Service	1,208,200	1,059,100	1,059,100	1,059,100	303,100
	\$ 17,152,580.00	\$ 25,159,100.00	\$ 25,159,100.00	\$ 7,406,310.01	\$ 21,803,100.00
Net Revenues Over/(Under) Expenditures	\$ (8,597,770)	\$ -	\$ 2,385,800	\$ (4,095,481)	\$ (3,646,500) *

* Debt Proceeds Available from Tax Notes

CITY OF PHARR, TX										
UTILITY CAPITAL IMPROVEMENT PROJECTS FUND										
SUMMARY OF REVENUES & EXPENDITURES										
	FY 22-23		FY 23-24		FY 23-24		FY 23-24		FY 24-25	
Description	Actual		Original		Amended		Projected		Proposed	
REVENUES										
Grant Funds	\$	-	\$	12,900,000	\$	12,900,000	\$	-	\$	-
Other Financing Source		1,952,875		4,200,000		4,200,000		-		-
Transfers In		-		-		-		1,750,000		905,500.00
Total Revenues	\$	1,952,875	\$	17,100,000	\$	17,100,000	\$	1,750,000	\$	905,500
EXPENDITURES										
Capital Projects	\$	2,291,251	\$	52,100,000	\$	52,100,000	\$	1,100,000	\$	18,755,000
	\$	2,291,251	\$	52,100,000	\$	52,100,000	\$	1,100,000	\$	18,755,000
Net Revenues Over/(Under) Expenditures	\$	(338,376)	\$	(35,000,000)	\$	(35,000,000)	\$	650,000	\$	(17,849,500) *

* Debt Proceeds Available from Series 2020 (A) and (B)

CITY OF PHARR, TX					
BRIDGE CAPITAL IMPROVEMENT PROJECTS FUND					
SUMMARY OF REVENUES & EXPENDITURES					
Description	FY 22-23 Actual	FY 23-24 Original	FY 23-24 Amended	FY 23-24 Projected	FY 24-25 Proposed

REVENUES

Grant Funds	\$ -	\$ -	\$ -	\$ -	20,000,000
Other Financing Source	-	17,000,000	17,000,000	-	-
Transfer in	-	-	-	2,833,800	-
Total Revenues	\$ -	\$ 17,000,000	\$ 17,000,000	\$ 2,833,800	\$ 20,000,000

EXPENDITURES

Capital Projects	\$ 4,795,945	\$ 67,581,600	\$ 67,581,600	\$ 4,674,167	\$ 63,565,000
	\$ 4,795,945	\$ 67,581,600	\$ 67,581,600	\$ 4,674,167	\$ 63,565,000
Net Revenues Over/(Under) Expenditures	\$ (4,795,945)	\$ (50,581,600)	\$ (50,581,600)	\$ (1,840,367)	\$ (43,565,000) *

**Cash available from Debt Proceeds*



Debt Service Fund



Debt Service Funds as used to account for the accumulation of resources and payment of general long-term debt for the City.

Debt Service: This fund accounts for the accumulation of resources from property taxes interest and sinking portion for the payment of General and Certificates of Obligations.

CITY OF PHARR, TX

DEBT SERVICE

SUMMARY OF REVENUES & EXPENDITURES

Description	FY 22-23 Actual	FY 23-24 Original	FY 23-24 Amended	FY 23-24 Projected	FY 24-25 Proposed
REVENUES					
Property Tax (Current & Delinquent)	\$ 5,955,836	\$ 9,592,000	\$ 9,592,000	\$ 9,051,291	\$ 8,740,000
Property Tax Penalty & Interest	109,703	95,000	95,000	137,450	137,000
Interest	167,081	135,000	135,000	231,019	239,602
Transfer In	836,800	2,120,500	2,120,500	1,943,892	326,000
Total	\$ 7,069,420	\$ 11,942,500	\$ 11,942,500	\$ 11,363,652	\$ 9,442,602
EXPENDITURES					
Principal	\$ 3,501,968	\$ 8,764,500	\$ 8,764,500	\$ 5,547,373	\$ 6,578,202
Interest	2,608,705	3,178,000	3,178,000	3,054,396	2,864,400
Other	115,000	-	-	-	-
Transfer Out	5,860,400	-	1,990,000	3,692,601	-
Total	\$ 12,086,073	\$ 11,942,500	\$ 13,932,500	\$ 12,294,370	\$ 9,442,602
Net Revenues Over/(Under) Expenditures	\$ (5,016,653)	\$ -	\$ (1,990,000)	\$ (930,717)	\$ -



PROPRIETARY FUNDS



Enterprise Funds



Enterprise Funds are used to report any activity for which a fee is charged to external users of goods and services.

Utility Fund: is used to account for the City's water and sewer/wastewater system operations.

EMS: is used to account for the City's Ambulance Services.

FIBER: is used to account for the City's new Wi-Fi Services to be provided.

Bridge Fund: is used to account for the City's International Bridge operations. The Bridge enables traffic (mainly commercial) to flow to and from Mexico.

Golf Course Fund: is used to account for the City's Tierra del Sol Golf Course operations.

CITY OF PHARR, TX

UTILITY FUND

SUMMARY OF REVENUES & EXPENDITURES

		FY 22-23		FY 23-24		FY 23-24		FY 23-24		FY 24-25
		Actual		Original		Amended		Projected		Proposed
REVENUES										
Water	\$	10,187,843	\$	9,921,400	\$	9,921,400	\$	9,564,038	\$	9,921,400
Sewer		7,613,006		7,437,400		7,437,400		7,227,666		7,437,400
Other Revenues		229,868		215,800		215,800		278,910		215,800
Lease Proceeds		-		-		-		166,000		-
Interest		129,752		133,100		133,100		160,135		133,100
Transfers In		-		-		-		-		-
Total	\$	18,160,469	\$	17,707,700	\$	17,707,700	\$	17,396,749	\$	17,707,700
EXPENDITURES BY FUNCTION										
Administration	\$	1,176,089	\$	1,267,000	\$	1,271,100	\$	1,272,731	\$	1,386,200
Water Production		2,686,046		4,140,300		4,153,000		3,385,103		3,591,400
Water Distribution		2,350,463		3,059,400		3,088,700		2,891,897		2,699,900
Water Treatment Plant		2,503,727		2,966,500		2,998,900		2,628,986		2,825,100
Sewer Collection		490,387		589,400		589,400		409,692		381,300
Debt Service		988,209		4,889,200		4,889,200		4,998,706		4,718,200
Non-Departmental		2,033,400		795,900		795,900		406,050		2,105,600
Total	\$	12,228,321	\$	17,707,700	\$	17,786,200	\$	15,993,165	\$	17,707,700
Net Revenues Over/(Under) Expenditures	\$	5,932,148	\$	-	\$	(78,500)	\$	1,403,584	\$	-
EXPENDITURES BY TYPE										
Personnel	\$	3,382,443	\$	4,927,700	\$	5,006,200	\$	3,840,581	\$	4,900,600
Supplies		2,639,467		2,978,400		2,978,400		2,422,151		2,655,300
Maintenance		836,741		907,400		907,400		1,284,922		783,000
Rentals		17,163		306,200		306,200		72,133		60,700
Other Services		1,757,137		1,739,400		1,739,400		1,783,952		1,669,200
Vehicle Maintenance		257,145		304,600		304,600		218,552		158,900
Long Term Debt Service		988,209		4,889,200		4,889,200		4,998,706		4,718,200
Debt Service - Lease		53,275		692,900		692,900		692,900		490,200
Capital Outlay		263,340		166,000		166,000		273,220		166,000
Transfer Out		693,900		109,300		109,300		-		694,000
Non-Departmental		1,339,500		686,600		686,600		406,050		1,411,600
Total	\$	12,228,321	\$	17,707,700	\$	17,786,200	\$	15,993,165	\$	17,707,700
Net Revenues Over/(Under) Expenditures	\$	5,932,148	\$	-	\$	(78,500)	\$	1,403,584	\$	-

CITY OF PHARR, TX

EMS FUND

SUMMARY OF REVENUES & EXPENDITURES

	FY 22-23		FY 23-24		FY 23-24		FY 23-24		FY 24-25
	Actual		Original		Amended		Projected		Proposed
REVENUES									
Ground Revenue	\$ 3,257,195	\$	3,748,300	\$	3,748,300	\$	4,834,057	\$	5,195,000
Transfer Revenue	939,103		1,228,200		1,228,200		829,757		955,700
Flight Revenue	2,090		-		-		-		-
Intergovernmental Revenue	967,661		864,400		864,400		499,838		450,000
Other Revenue	257		-		-		208,819		-
Interest	4,025		-		-		-		-
Transfers In	1,444,858		989,700		1,061,200		989,700		404,100
Total	\$ 6,615,189	\$	6,830,600	\$	6,902,100	\$	7,362,172	\$	7,004,800
EXPENDITURES									
Personnel	\$ 4,114,652	\$	4,781,100	\$	4,866,600	\$	4,817,522	\$	5,451,200
Supplies	222,530		190,000		190,000		234,624		244,200
Maintenance	31,748		54,000		54,000		17,077		13,000
Rentals	5,273		504,000		504,000		549,045		4,000
Other Services	669,123		690,400		676,400		795,278		940,800
Vehicle Maintenance	465,319		363,100		363,100		277,210		351,600
Debt Service	148,228		-		-		-		-
Other Expenses	404,239		248,000		248,000		45,569		-
Total	\$ 6,061,111	\$	6,830,600	\$	6,902,100	\$	6,736,326	\$	7,004,800
Net Revenues Over/(Under) Expenditures	\$ 554,077	\$	-	\$	-	\$	625,846	\$	-

CITY OF PHARR, TX

TEAMPHARR.NET FUND

SUMMARY OF REVENUES & EXPENDITURES

FY 22-23

FY 23-24

FY 23-24

FY 23-24

FY 24-25

Actual

Original

Amended

Projected

Proposed

REVENUES

Fiber Revenue	\$	523,887	\$	6,744,200	\$	6,744,200	\$	2,158,515	\$	7,673,100
Other Revenue		204		-		-		310,901		3,972,800
Transfers In		1,031,735		-		1,296,300		2,434,299		1,212,500

Total Revenues	\$	1,555,826	\$	6,744,200	\$	8,040,500	\$	4,903,715	\$	12,858,400
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EXPENDITURES

Personnel	\$	1,206	\$	1,291,700	\$	1,293,000	\$	756,434	\$	2,534,000
Supplies		32,014		325,000		325,000		94,888		1,340,200
Maintenance		499,362		585,000		585,000		504,744		516,000
Rentals		-		27,200		27,200		-		33,600
Other		702,444		644,500		1,939,500		2,763,878		5,270,600
Vehicle Maintenance		8,921		35,000		35,000		14,998		21,000

Total Expenditures	\$	1,243,947	\$	2,908,400	\$	4,204,700	\$	4,134,943	\$	9,715,400
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Net Revenues Over/(Under) Expenditures

	\$	311,879	\$	3,835,800	\$	3,835,800	\$	768,771	\$	3,143,000
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CITY OF PHARR, TX
PHARR INTERNATIONAL BRIDGE FUND
SUMMARY OF REVENUES & EXPENDITURES

	FY 22-23		FY 23-24		FY 23-24		FY 23-24		FY 24-25
	Actual		Original		Amended		Projected		Proposed
<u>REVENUES</u>									
Toll Fees	\$ 17,334,126	\$	18,361,500	\$	18,415,100	\$	17,958,930	\$	20,532,700
Other	500,505		485,000		485,000		501,099		545,100
Debt Proceeds	-		1,650,000		1,650,000		1,650,000		-
Interest	1,355,929		1,173,000		1,173,000		641,216		1,100,000
Transfers In	889,200		-		24,000		-		-
Total	\$ 20,079,761	\$	21,669,500	\$	21,747,100	\$	20,751,245	\$	22,177,800
<u>EXPENDITURES</u>									
Personnel	\$ 1,240,502	\$	1,455,700	\$	1,533,300	\$	1,410,281	\$	1,607,800
Supplies	252,127		266,700		266,700		197,289		269,400
Maintenance	277,638		315,000		295,000		267,588		295,000
Rentals	12,492		41,000		41,000		21,274		42,300
Other Services	1,478,907		968,700		958,700		930,028		1,057,700
Vehicle Maintenance	9,113		10,600		10,600		3,656		4,800
Debt Service	2,211,506		4,058,500		4,058,500		4,309,506		4,618,300
Capital Outlay	-		1,650,000		1,650,000		144,347		-
Other Expenses	1,756,763		646,000		676,000		521,519		186,000
Transfers Out	17,603,346		12,257,300		12,257,300		12,257,300		14,096,500
Total	\$ 24,842,393	\$	21,669,500	\$	21,747,100	\$	20,062,789	\$	22,177,800
Net Revenues Over/(Under) Expenditures	\$ (4,762,632)	\$	-	\$	-	\$	688,456	\$	-

CITY OF PHARR, TX

GOLF FUND

SUMMARY OF REVENUES & EXPENDITURES

	FY 22-23		FY 23-24		FY 23-24		FY 23-24		FY 24-25
	Actual		Original		Amended		Projected		Proposed
REVENUES									
Green & Member Fees	\$ 581,792	\$	557,200	\$	557,200	\$	474,254	\$	547,300
Cart Rental	253,035		233,200		233,200		203,510		231,600
Food & Beverage	66,535		49,100		49,100		65,061		75,400
Other	210,039		148,200		148,200		185,275		214,800
Interest	13,657		5,900		5,900		1,426		1,700
Debt Proceeds	-		500,000		-		-		-
Transfers In	123,800		350,000		550,700		350,000		494,800
Total	\$ 1,248,858	\$	1,843,600	\$	1,544,300	\$	1,279,526	\$	1,565,600
EXPENDITURES									
Personnel	\$ 711,308	\$	835,700	\$	857,400	\$	752,361	\$	863,600
Supplies	204,045		177,000		182,000		180,047		156,100
Maintenance	103,871		91,500		86,500		85,331		74,200
Rentals	70,024		71,900		71,900		73,892		71,900
Other Services	112,875		102,700		102,700		88,472		94,500
Vehicle Maintenance	18,979		18,700		18,700		14,880		14,400
Debt Service	3,077		46,100		46,100		38,799		46,800
Capital Outlay	-		500,000		179,000		238,591		244,100
Total	\$ 1,224,180	\$	1,843,600	\$	1,544,300	\$	1,472,373	\$	1,565,600
Net Revenues Over/(Under) Expenditures	\$ 24,678	\$	-	\$	-	\$	(192,848)	\$	-



Internal Service Fund



Internal Service Funds are used to account for the financing of goods or services provided by one department to other departments within the City on a cost-reimbursement basis.

City Garage Fund: This fund is used to account for fleet maintenance and maintains an inventory of parts for the City-owned vehicles.

Health Insurance Claims Fund: This fund is used to account for fleet maintenance and maintains an inventory of parts for the City-owned vehicles.

CITY OF PHARR, TX

CITY GARAGE FUND

SUMMARY OF REVENUES & EXPENDITURES

	FY 22-23	FY 23-24	FY 23-24	FY 23-24	FY 24-25
	Actual	Original	Amended	Projected	Proposed
REVENUES					
General Fund	756,837	699,400	699,400	811,302	708,800
Utility Fund	115,214	96,800	96,800	101,937	47,600
Bridge Fund	314	3,500	3,500	933	2,300
Golf Fund	423	-	-	92	14,300
CDBG	9,042	1,000	1,000	9	-
PEDC	163	-	-	18	700
EMS	135,793	199,500	199,500	112,026	196,100
TeamPharr.Net	-	5,000	5,000	-	6,000
Transfers In	3,800	-	3,500	-	-
Total Revenues	\$ 1,021,585	\$ 1,005,200	\$ 1,008,700	\$ 1,026,317	\$ 975,800
EXPENDITURES					
Personnel	185,810	241,200	244,700	220,081	246,400
Supplies	-	3,600	3,600	-	-
Maintenance	-	2,000	2,000	-	-
Other Services	18,571	5,000	5,000	4,919	6,000
Vehicle Maintenance	817,204	753,400	753,400	818,140	723,400
Total Expenditures	1,021,585	1,005,200	1,008,700	1,043,140	975,800
Net Revenues Over/(Under) Expenditures	\$ -	\$ -	\$ -	\$ (16,823)	\$ -

CITY OF PHARR, TX
HEALTH INSURANCE CLAIM FUND
SUMMARY OF REVENUES & EXPENDITURES

Description	FY 22-23 Actual	FY 23-24 Original	FY 23-24 Amended	FY 23-24 Projected	FY 24-25 Proposed
REVENUES					
CITY CONTRIBUTION					
General Fund	\$ 3,960,378	\$ 4,516,800	\$ 4,516,800	\$ 3,648,947	\$ 4,304,400
Utility Fund	474,346	637,300	637,300	328,159.69	642,200
Bridge Fund	164,403	180,800	180,800	128,759	184,500
Golf Fund	88,591	125,500	125,500	83,431.96	118,100
CDBG Fund	-	20,100	20,100	13,316	22,100
Garage Fund	27,951	-	-	18,867	18,500
EMS fund	362,077	381,700	381,700	339,033	538,800
TeamPharr.net Fund	-	184,500	184,500	6,840	256,500
	<u>\$ 5,077,746</u>	<u>\$ 6,046,700</u>	<u>\$ 6,046,700</u>	<u>\$ 4,567,354</u>	<u>\$ 6,085,100</u>
COMPONENT UNITS CONTRIBUTIONS					
Greater Pharr Chamber of Commerce	\$ -	\$ 29,600	\$ 29,600	\$ 19,417	\$ 22,200
PEDC	-	44,300	44,300	71,587	68,000
	<u>\$ -</u>	<u>\$ 73,900</u>	<u>\$ 73,900</u>	<u>\$ 91,004</u>	<u>\$ 90,200</u>
EMPLOYEE CONTRIBUTION					
Employee Deductions	955,167	1,200,000	1,200,000	854,760	900,000
	<u>955,167</u>	<u>1,200,000</u>	<u>1,200,000</u>	<u>854,760</u>	<u>900,000</u>
TRANSFER IN					
Utility Fund	-	109,300	109,300	-	-
General Fund	-	413,000	413,000	-	-
	<u>-</u>	<u>522,300</u>	<u>522,300</u>	<u>-</u>	<u>-</u>
TOTAL REVENUES	<u><u>\$ 6,032,913</u></u>	<u><u>\$ 7,842,900</u></u>	<u><u>\$ 7,842,900</u></u>	<u><u>\$ 5,513,118</u></u>	<u><u>\$ 7,075,300</u></u>
EXPENSES					
Administrative Cost	\$ 863,823	\$ 1,464,900	\$ 1,464,900	\$ 1,454,811	\$ 1,547,800
Medical Claims	3,452,723	4,778,000	4,778,000	3,335,618	3,567,500
Pharmacy Claims	1,354,331	1,600,000	1,600,000	1,842,112	1,960,000
	<u>\$ 5,670,877</u>	<u>\$ 7,842,900</u>	<u>\$ 7,842,900</u>	<u>\$ 6,632,541</u>	<u>\$ 7,075,300</u>
Net Revenues Over/(Under) Expenditures	<u><u>\$ 362,036</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ (1,119,423)</u></u>	<u><u>\$ -</u></u>



COMPONENT UNITS

Component Units

Blended Component Units: Separate legal entities whose governing body is the same or substantially the same as the City's Commission or the component unit provides services entirely to the City.

Pharr Economic Development Corporation: is a nonprofit economic development corporation organized for the same purpose as the PEDC 4a but with the legal authority to use sales tax funds for a wider range of projects.

Tax Increment Reinvestment Zone No. 1: is a separate entity with its own EIN, whose three of its board members consists of the same members of the City Commission. TIRZ No. 1 was established to provide a financing mechanism to facilitate a high-quality development in the Pharr area.

Tax Increment Reinvestment Zone No. 2: is a separate entity with its own EIN, whose three of its board members consists of the same members of the City Commission. TIRZ No. 1 was established to provide a financing mechanism to facilitate a high-quality development in the Pharr area.

Discretely Component Units: Separate legal entities in which the primary government is financially accountable and is able to impose will on the organization.

Greater Pharr Chamber of Commerce: is a separate entity with its own EIN, whose board members consists of members of the community of City of Pharr. The Chamber was created on July 2018 under Section 501 (c) 6 for the purpose of promoting tourism and receives contributions directly from City and PEDC.

Pharr Housing Finance Corporation (PHFC): separate entity created for the purpose of carrying out the purposes of the Texas Housing Finance Corporation Act, Chapter 394.

PHFC-Jackson Place Apartments: is a separate entity created for the purpose of holding liability to construct an apartment complex.

CITY OF PHARR, TX				
BLENDED COMPONENT UNIT				
PEDC II FUND				
SUMMARY OF REVENUES & EXPENDITURES				
FY 22-23	FY 23-24	FY 23-24	FY 23-24	FY 24-25
Actual	Original	Amended	Projected	Proposed

REVENUES										
Sales Tax	\$	7,261,860	\$	7,432,700	\$	7,432,700	\$	6,768,062	\$	7,581,300
Interest		272,731		50,000		50,000		251,417		160,000
Debt Proceeds		1,179,150		2,000,000		2,000,000		-		2,637,000
Other		368,991		371,400		371,400		1,071,088		2,383,900
Transfers In		12,522,629		10,249,400		10,249,400		272,014		-
Total Revenues	\$	21,605,361	\$	20,103,500	\$	20,103,500	\$	8,362,582	\$	12,762,200

EXPENDITURES										
Personnel	\$	791,043	\$	1,018,600	\$	1,018,600	\$	830,914	\$	1,057,600
Supplies		59,592		14,500		14,500		26,610		15,500
Maintenance		39,944		170,000		170,000		46,352		25,000
Rentals		8,231		7,200		7,200		12,577		10,000
Other Services		708,031		852,100		852,100		789,173		815,400
Vehicle Maintenance		7,123		1,300		1,300		475		1,400
Debt Service		2,298,664		2,592,500		2,592,500		2,583,473		4,017,600
Capital Outlay		21,745,111		10,249,400		10,249,400		3,370,723		108,500
Non-Departmental		1,191,896		3,037,500		3,037,500		1,307,486		2,008,400
Transfers Out		2,160,800		2,160,400		2,160,400		2,565,004		4,702,800
Total Expenditures	\$	29,010,435	\$	20,103,500	\$	20,103,500	\$	11,532,785	\$	12,762,200

\$	(7,405,074)	\$	-	\$	-	\$	(3,170,203)	\$	-
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CITY OF PHARR, TX					
BLENDED COMPONENT UNIT					
TAX INCREMENT REINVESTMENT ZONE #1 FUND					
SUMMARY OF REVENUES & EXPENDITURES					
	FY 22-23	FY 23-24	FY 23-24	FY 23-24	FY 24-25
Description	Actual	Original	Amended	Projected	Proposed

Property Tax	\$	617,400	\$	1,136,800	\$	704,200	\$	704,200	\$	1,324,100
Other		-		-		-		70,400		65,000
Total	\$	617,400	\$	1,136,800	\$	704,200	\$	774,600	\$	1,389,100

Incentives	\$	-	\$	-	\$	-	\$	-
Audit Services		-		-		-	15,000	15,000
	.							
	\$	-	\$	-	\$	-	15,000	15,000

Net Revenues Over/(Under) Expenditures	\$	617,400	\$	1,136,800	\$	704,200	\$	759,600	\$	1,374,100
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CITY OF PHARR, TX											
BLENDED COMPONENT UNIT											
TAX INCREMENT REINVESTMENT ZONE #2 FUND											
SUMMARY OF REVENUES & EXPENDITURES											
Description		FY 22-23		FY 23-24		FY 23-24		FY 23-24		FY 24-25	
		Actual		Original		Amended		Projected		Proposed	
<u>REVENUES</u>											
Property Tax		\$	412,200	\$	996,600	\$	996,600	\$	617,300	\$	805,100
Other			-		-		-		61,327		50,000
Total		\$	412,200	\$	996,600	\$	996,600	\$	678,627	\$	855,100
<u>EXPENDITURES</u>											
Incentives		\$	-	\$	-	\$	-	\$	-	\$	-
Audit Services			-		-		-		15,000		15,000
		\$	-	\$	-	\$	-	\$	15,000	\$	15,000
Net Revenues Over/(Under) Expenditures		\$	412,200	\$	996,600	\$	996,600	\$	663,627	\$	840,100

CITY OF PHARR, TX
DISCRETE COMPONENT UNIT
GREATER PHARR CHAMBER OF COMMERCE
SUMMARY OF REVENUES & EXPENDITURES

	FY 22-23 Actual		FY 23-24 Original		FY 23-24 Amended		FY 23-24 Projected		FY 24-25 Proposed
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REVENUES

Memberships	\$ 48,047		\$ 55,000		\$ 55,000		\$ 43,236		\$ 55,000
Sponsorships	28,814		36,000		36,000		15,627		40,000
Other Revenues	8,704		-		-		16,048		-
Transfers In	218,400		218,400		218,400		218,400		218,400
Total Revenues	\$ 303,965		\$ 309,400		\$ 309,400		\$ 293,311		\$ 313,400

EXPENDITURES

Personnel	\$ 195,359		\$ 213,200		\$ 213,200		\$ 219,521		\$ 224,100
Supplies	19,038		26,200		26,200		10,361		19,900
Maintenance	9		15,000		15,000		-		8,000
Equipment Rentals	668		1,000		1,000		1,350		1,500
Other Services	78,808		53,100		53,100		59,507		49,000
Vehicle Maintenance	423		900		900		342		900
Capital Outlay	-		-		-		-		10,000
Transfers Out	-		-		-		-		-
Total Expenditures	\$ 294,305		\$ 309,400		\$ 309,400		\$ 291,081		\$ 313,400

Net Revenues Over/(Under) Expenditures	\$ 9,661		\$ -		\$ -		\$ 2,230		\$ -
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CITY OF PHARR, TX				
DISCRETE COMPONENT UNIT				
PHARR HOUSING FINANCE CORPORATION				
SUMMARY OF REVENUES & EXPENDITURES				
FY 22-23	FY 23-24	FY 23-24	FY 23-24	FY 24-25
Actual	Original	Amended	Projected	Proposed

<u>REVENUES</u>										
	Development Fees	\$	-	\$	-	\$	-	\$	-	\$
	Other Revenues		-		-		-		-	
	Total	\$	-	\$	-	\$	-	\$	-	\$
<u>EXPENSES</u>										
	Professional Fees	\$	-	\$	-	\$	-	\$	-	\$
	Other Expenses		-		-		-		-	
	Total	\$	-	\$	-	\$	-	\$	-	\$
Net Revenues Over/(Under) Expenditures		\$	-	\$	-	\$	-	\$	-	\$

CITY OF PHARR, TX
DISCRETE COMPONENT UNIT
PHFC - JACKSON PLACE APARTMENTS FUND
SUMMARY OF REVENUES & EXPENDITURES

	FY 22-23		FY 23-24		FY 23-24		FY 23-24		FY 24-25
	Actual		Original		Amended		Projected		Proposed
REVENUES									
Rent Revenue	\$ 3,552,746	\$	3,588,300	\$	3,588,300	\$	3,651,101	\$	3,600,000
Other Revenue	220,705		213,600		213,600		281,982		215,000
Total	\$ 3,773,451	\$	3,801,900	\$	3,801,900	\$	3,933,082	\$	3,815,000
EXPENDITURES									
Personnel	\$ 385,009	\$	373,600	\$	373,600	\$	396,682	\$	400,000
Maintenance	216,464		385,500		385,500		181,980		182,000
Other Services	205,787		210,600		210,600		247,430		247,300
Debt Service	2,250,044		2,250,100		2,250,100		2,250,100		2,250,100
Capital Outlay	112,689		82,100		82,100		172,263		120,600
Other Expenses	511,191		500,000		500,000		612,618		615,000
Total	\$ 3,681,183	\$	3,801,900	\$	3,801,900	\$	3,861,073	\$	3,815,000
Net Revenues Over/(Under) Expenditures	\$ 92,268	\$	-	\$	-	\$	72,010	\$	-



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 7.C.

DATE SUBMITTED: September 13, 2024

MEETING DATE: September 16, 2024

FROM: Veronica Ramirez, HR Director

DEPARTMENT: HR

DIRECTOR: Veronica Ramirez

Agenda Item: Consideration and action, if any on Ordinance amending Ordinance O-2022-01 relating to the number of authorized civil service positions within the Fire and Police Departments. ***(1st Reading) This item supports SSC - Safe and Secure Community.***

Classification: Regular

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

Issue: n/a

Fiscal Consideration: n/a

Staff Recommendation: *Staff recommends approval*

Alternatives: n/a

Exclude Material from Public Packet? No

Reason: n/a

ROUTING:

Veronica Ramirez

Created/Initiated - 9/13/2024

Veronica Ramirez

Approved - 9/13/2024

Ricardo Rodriguez

Approved - 9/13/2024

Jamison Merrick

Approved - 9/13/2024

City Management Office

Final Approval - 9/13/2024

ORDINANCE NO. O-2024-_____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES NO. O- 2022-01 OF THE CITY OF PHARR BY PROVIDING FOR AMENDMENT TO ARTICLE IX, FIREFIGHTERS AND POLICE OFFICERS CIVIL SERVICE ORDINANCE BY INCREASING THE AUTHORIZED POSITIONS IN THE DIFFERENT CLASSIFICATIONS DECLARING ALL ORDINANCES IN CONFLICT NULL AND VOID; DECLARING AN EMERGENCY; AND PROVIDING FOR AN EFFECTIVE DATE

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

SECTION 1: It is necessary for the Board of Commission to make amendments to Article IX, Firefighters and Police Officers Civil Service Ordinance relating to the number of authorized civil service position in certain specified ranks to better serve the needs of the citizens of the City.

SECTION 2: Therefore, the Code of Ordinance of the City of Pharr, Article IX, Firefighters and Police Officers Civil Service Ordinance is hereby amended to provide for the following modifications to the number of authorized and budgeted positions in the existing rank structure of the City Fire Department and City Police Department as follows:

1) a decrease in the Police Department authorized strength, new total is as follows:

Police Department			
	Current Positions	Increase By	New Total
Police Officer	122	0	122
Sergeant	16	0	16
Lieutenant	7	0	7
Deputy Chief	2	-2	0
Assistant Chief	1	2	2
Police Chief	1	0	1
	149	0	148

2) an increase in the Fire Department authorized strength, new total is as follows:

Fire Department			
	Current Positions	Increase By	New Total
Firefighter	42	0	42
Engineer	22	0	22
Lieutenant/Asst. Fire Marshal	14	2	16
Captain	1	-1	0
Battalion Chief	3	2	5
Deputy Chief/Fire Marshal	2	0	2
Assistant Chief	1	0	1
Fire Chief	1	0	1
	86	3	89

SECTION 3: The foregoing modifications to the number of authorized positions are hereby made so as to better serve the interests of the department and public and in keeping with the fiscal and administrative efficiency of the City of Pharr, Texas.

SECTION 4: Provisions of any Ordinances in conflict herewith are hereby expressly repealed.

SECTION 5: Nothing in the Ordinance is intended to modify or create any additional statutory or contractual rights or obligations of the employees of the Fire or Police Departments.

SECTION 6: This Ordinance shall take effect upon receiving final approval by the governing body following three (3) readings of the Board of Commissioners.

PASSED AND APPROVED ON FIRST READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2024.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK

PASSED AND APPROVED ON SECOND READING BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of _____, 2024.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK

**PASSED AND APPROVED ON THIRD READING BY THE BOARD OF CITY
COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the _____ day of
_____, 2024.**

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 7.D.

DATE SUBMITTED: September 9, 2024

MEETING DATE: September 16, 2024

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR: Imelda Perez

Agenda Item: Consideration and action, if any, on Resolution for nomination of candidates to the Hidalgo County Appraisal District Board of Directors for 2025-2027. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular

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

Issue: The Hidalgo County Appraisal District will be conducting its biennial voting entitlement for the 2025-2027 Board of Directors of the Hidalgo County Appraisal District from September through December 2024. Attached is a timeline with important information and dates to assist with the voting entitlement process.

The Board of Directors consists of nine (9) members, five (5) voting members who are appointed by the participating entities, three (3) members elected by the voters of the county, and one (1) ex-officio member, which is the County Tax Assessor/Collector.

The initial step for the five (5) members appointed by the participating entities is for the taxing unit to nominate candidate(s) for the voting entitlement. Each eligible taxing unit may nominate one (1) but at most five (5) candidate(s). The candidate(s) name(s) must be submitted to the Chief Appraiser by resolution adopted by the governing body before October 15, 2024.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends the Board of Commissioners to submit the name(s) of the nominee(s).

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
Ricardo Rodriguez
City Management Office

Created/Initiated - 9/9/2024
Approved - 9/9/2024
New -

HIDALGO COUNTY APPRAISAL DISTRICT

Albert D. Cardenas
Joe D. Olivarez
Amador Requenez
Richard A. Garza
Eddy Betancourt

Chairman
Vice-Chairman
Secretary
Member
Member



PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461
www.hidalgoad.org

Pablo "Paul" Villarreal, Jr. Member
Place 1 Erica E. Canales Member
Place 2 Veronica "Ronnie" Ontiveros Member
Place 3 Karina Cardoza Member
Rolando Garza Chief Appraiser

August 23, 2024

City of Pharr Mayor
Dr. Ambrosio Hernandez
PO Box 1729
Pharr TX 78577

RECEIVED

SEP 05 2024

CITY CLERK'S OFFICE
IMELDA PEREZ

Dear Mayor Hernandez,

As per Senate Bill 2 of the 2nd Called Session of the 88th Legislature, the Hidalgo County Appraisal District (HCAD) will be conducting the voting entitlement for the 2025 and 2025-2027 terms of the Board of Directors (BOD) from September through December 2024. I have included a timeline with important information and dates to assist you with the voting entitlement process.

Per Sec. 6.0301 of the Texas Property Tax Code (TPTC), HCAD is governed by a BOD appointed by the eligible taxing units participating in the district and elected by majority vote for state and county officers at the general election. The BOD consists of nine (9) members, five (5) voting members who are appointed by participating entities, three (3) members elected by the county voters, and one (1) ex-officio member, who, by state statute, is the County Tax Assessor-Collector.

The initial step for the five (5) members appointed by the participating entities is for the taxing unit to nominate a candidate(s) for the voting entitlement by resolution. Each eligible taxing unit may nominate one (1) but at most five (5) candidates. The governing body for each eligible taxing unit must submit the adopted resolution with the candidate(s) name(s) and their contact information to the Chief Appraiser **before October 15th**.

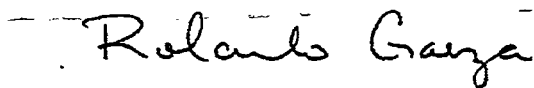
Before **October 30th**, the Chief Appraiser shall prepare and deliver a ballot to the presiding officer of each eligible taxing unit, listing the candidates whose names were submitted on time and the number of votes the taxing unit is entitled to. The governing body shall then determine its vote and submit such vote by an adopted resolution to the Chief Appraiser before **December 15th**.

Before **December 31st**, the Chief Appraiser shall count all timely submitted votes, declare the five candidates that received the most votes elected, and submit the results to the candidates and the governing bodies of each taxing unit in the district.

The process for the three (3) elected members is to file an application for a place on the ballot with the County Judge accompanied by the filing fee prescribed by Section 6.032(c) of the TPTC.

Please do not hesitate to contact me if you need further assistance or additional information regarding the voting entitlement process.

Sincerely,

A handwritten signature in cursive script that reads "Rolando Garza".

Rolando Garza, RPA
Chief Appraiser

RG:plg

Enclosures

HIDALGO COUNTY APPRAISAL DISTRICT

Albert D. Cardenas
Joe D. Olivarez
Amador Requeñez
Richard A. Garza
Eddy Betancourt

Chairman
Vice-Chairman
Secretary
Member
Member



Pablo "Paul" Villarreal, Jr. Member
Place 1 Erica E. Canales Member
Place 2 Veronica "Ronnie" Ontiveros Member
Place 3 Karina Cardoza Member
Rolando Garza Chief Appraiser

PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461
www.hidalgoad.org

 Hidalgo County Appraisal District Timeline Election of Board of Directors 2025 - 2027	
August 2024 But before October 1, 2024	Notify all presiding officers of each taxing unit about the upcoming election and their voting entitlement for the 2025-2026 election for the Board of Directors for the Appraisal District.
Before October 15, 2024	The Presiding Officer of the taxing unit submits the name(s) of the candidate(s) by written resolution to the Chief Appraiser.
Before October 30, 2024	The Chief Appraiser prepares and delivers the ballot, listing the candidates in order by surname, and the number of votes each taxing unit has, to the presiding officer.
At the First or Second Open Meeting After Receiving Ballot OR Before December 15, 2024	Each voting unit with 250 or more of the total votes, casts its votes by written resolution and submits it to the Chief Appraiser before the third day after adopting the resolution. OR Each voting unit with 250 or less of the total votes, casts its votes by written resolution and submits it to the Chief Appraiser.
Before December 31, 2024	The Chief Appraiser shall count the votes and declare the candidates who received the largest cumulative vote total elected and submit the results to the governing bodies and the candidates.

RESOLUTION NO. R-2024- ____

**A RESOLUTION OF THE CITY COMMISSION FOR THE CITY OF PHARR TEXAS
EXPRESSING ITS NOMINATION FOR APPRAISAL DISTRICT DIRECTORS FOR
2025-2027 ON THE HIDALGO COUNTY APPRAISAL DISTRICT BOARD OF
DIRECTORS**

WHEREAS, the City Commission for the City of Pharr is authorized to make nominations for each position to be filled in the Hidalgo County Appraisal District Board of Directors; and

WHEREAS, these directors shall serve a two (2) year term beginning January 1, 2025 and that all taxing entities associated with the Hidalgo County Appraisal District are authorized to nominate one person for said Board; and

WHEREAS, the Board of Commissioners of the City of Pharr must submit the name of the nominee by written resolution to the Chief Appraiser by October 15, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS that the name of:

is hereby nominated by the City of Pharr to the Hidalgo County Appraisal District Board of Directors.

FURTHERMORE, the City Commission for the City of Pharr directs the Chief Appraiser to submit said nomination for consideration by all taxing entities within the Hidalgo County Appraisal District in the upcoming district election.

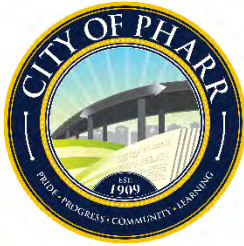
PASSED AND APPROVED this the 16th day of September, 2024.

CITY OF PHARR

Ambrosio Hernandez, Mayor

ATTEST:

Imelda Perez, City Clerk



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 7.E.

DATE SUBMITTED: September 13, 2024

MEETING DATE: September 16, 2024

FROM: LINDA DEL TORO, Secretary

DEPARTMENT: Library

DIRECTOR: Adolfo Garcia

Agenda Item: Consideration and action, if any, on Resolution appointing one (1) member to the Pharr Memorial Library Board. **This item supports SG - Sound Governance and Fiscal Sustainability.**

Classification: Regular

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

Issue: The library board currently has three vacancies. We would like to appoint one member to the Library Board.

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends appointing new board member.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

LINDA DEL TORO

Adolfo Garcia

David Friedlein

Ricardo Rodriguez

Jamison Merrick

City Management Office

Created/Initiated - 9/13/2024

Approved - 9/13/2024

Approved - 9/13/2024

Approved - 9/13/2024

Approved - 9/13/2024

Final Approval - 9/13/2024

STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF PHARR §

R E S O L U T I O N

NO: R-2024-__

WHEREAS, the Board of Commissioners has created and appointed a Library Board composed of seven (7) members who shall be residents of the City of Pharr; and

WHEREAS, the Board of Commissioners on July 17, 2007, by ordinance amended the Library Board to be composed of nine (9) regular members and one (1) ex-officio member; and

WHEREAS, a vacancy has occurred due to resignation of Claudia Garcia

WHEREAS, appointment/re-appointment of one (1) members is needed at this time.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, THAT the following resident of the city of Pharr are hereby appointed.

NAME:

LENGTH OF TERM:

1. _____

2 –Year term (to expire 11/16/26)

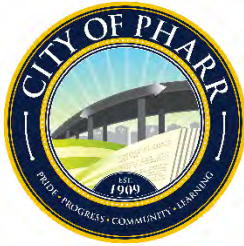
READ, PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 16 day of September, 2024.

CITY OF PHARR

AMBROSIO HERNANDEZ, MAYOR

ATTEST:

IMELDA PEREZ, CITY CLERK



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 8.A.

DATE SUBMITTED: September 13, 2024

MEETING DATE: September 16, 2024

FROM: Imelda Perez, City Clerk

DEPARTMENT: Administration

DIRECTOR: Jonathan Flores

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter into agreement on Letter of Intent from Citrus Bay Owner's Association on donation of green and recreational property. **This item supports QL - Quality of Life.**

Classification: Regular

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

Issue: Letter of intent to donate green and recreational property from Citrus Bay Owner's Association.

Property Site Address:

1. 700 E. Sioux Rd.
2. 321 Tangerine Way
3. 240 N. South Citrus Way

Total Value: \$127,528

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
Jamison Merrick
City Management Office

Created/Initiated - 9/13/2024
Approved - 9/13/2024
Approved - 9/13/2024
Final Approval - 9/13/2024

September 11th, 2024

CITY OF PHARR

Atn: Mr. Flores-City Manager
118 S. Cage Blvd.
Pharr, Texas 78577

Dear Mr. Flores,

Per our last meeting at your office this past September 9th, we would like to manifest our community's interest to donate all our current green and recreational areas property of CITRUS BAY OWNERS ASSOCIATION to the City of Pharr as specified below:

CITRUS BAY OWNERS ASS. -Assets

CAD Ref. No.	Property Site Address	Legal Description	2024 Assessed Value
136367	700 DE SIOUX RD	CITRUS BAY 2.12AC VARS TR USED AS RECREATIONAL AREA, COMMON AREA SMALL POOL/SHUFFLE BOARD CTS EXC 0.85AC FR VARS TR SOLD AS LOTS 1.18AC NET	\$ 18,383.00
136394	321 TANGERINE WAY	CITRUS BAY 2.70 AC RESERVED FOR RECREATIONAL AREA BLK 3/LAKE 2.70 AC NET:LAKE:COMMON AREA	\$ 41,164.00
136463	240 N. SOUTH CITRUS WAY	CITRUS BAY RECREATIONAL AREA 4.21AC BLK 6:COMMON AREA 3.73 ACNET: CLUBHSE/LAKE	\$ 67,981.00
TOTAL VALUE			\$ 127,528.00

On the other hand and per your request, our estimated annual maintenance expenses are as follow:

CB Maintenance Costs		
	Concept	Annual cost
1	Electricity-Club House	\$ 1,920.00
2	Water for the pool, Upkeep of the Pool & chemicals	\$ 9,000
3	Water and utilities for the clubhouse	\$ 1,600.00
4	Care of and Water to fill Citrus Bay Lake	\$ 1,000.00
5	Upkeep of Entrances to the Subdivision	
6	Removal of Graffiti	
7	Repairing Vandalism	
8	Repairs made to the clubhouse and CB property	
9	Mowing of the greenareas and fencelines-labor	\$ 15,360.00
10	Maintenance of office & clubhouse Equipment	\$ 4,294.00
11	Upkeep of maintenance Equipment	\$ 4,600.00
		\$ 37,774.00

Appreciate your time and interest, let us know if you may need further information from us.
We look forward to our next meeting to continue this process.

Regards,

MRS. BETH SCHMITT
Citrus Bay President

MR. JAIME RODRIGUEZ
Citrus Bay Vice President



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 8.B.

DATE SUBMITTED: September 3, 2024

MEETING DATE: September 16, 2024

FROM: LINDA DEL TORO, Secretary

DEPARTMENT: Library

DIRECTOR: Adolfo Garcia

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into a Service agreement with The Pharr Community Theater FY 2024-2025. **This item supports QL - Quality of Life.**

Classification: Regular

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

Issue: The city of Pharr does services with the Pharr Community Theatre to provide educational and cultural services for its citizens on a yearly basis.

Project No. 2324-01-520-S44-01

Fiscal Consideration: Amount will be distributed monthly upon invoicing the City of Pharr

Staff Recommendation: N/A

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

LINDA DEL TORO

Adolfo Garcia

Mayra Gomez

David Friedlein

Ricardo Rodriguez

Jamison Merrick

City Management Office

Created/Initiated - 9/3/2024

Approved - 9/13/2024

Approved - 9/13/2024

Approved - 9/13/2024

Approved - 9/13/2024

Approved - 9/13/2024

Final Approval - 9/13/2024

CITY OF PHARR

AGREEMENT FOR SERVICES

This Agreement is entered in by and between the City of Pharr, Texas, a municipal corporation hereinafter referred to as the "CITY" and Pharr Community Theater hereinafter referred to as the "PCT".

WHEREAS, the City desires to retain the services of the PCT to provide educational and cultural services for its citizens; and

WHEREAS, the City has consideration of the mutual promises and covenants contained herein, it is mutually agreed as follows:

1. Scope of Services to be Performed by the PCT.

The PCT shall perform the services outlined in Exhibit A. In performing these services, the PCT shall, at all times, comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services. In addition, these services and all duties incidental necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct performance.

2. Compensation.

- A. Services will be paid at the rate set forth in Exhibit A, not to exceed a maximum of **\$55,000** including all fees and reimbursable expenses.
- B. The City shall pay the PCT for services rendered after receipt of a billing voucher in the form set forth in Exhibit B. PAYMENT WILL NOT BE ISSUED WITHOUT A BILLING VOUCHER. Payments will be processed within thirty business days from receipt of billing voucher. The PCT shall be paid for services rendered, but in no case shall the total amount to be paid exceed the amount(s) noted in the Exhibit (s) and approved by the City. The PCT shall complete and return a W-9 to the city prior to contract execution by the City. No payment will be issued without a Taxpayer Identification Number on file. Mail all billing vouchers to : the attention of the contract manager identified in Section 14, 118 South Cage Blvd, Pharr, TX 78577.

3. Term.

The term of this Agreement shall commence October 1st 2024 and end at midnight of the 30th day of September 2025.

4. Termination.

- A. The City reserves the right to terminate this Agreement at any time, with or without cause, by giving fourteen (14) days' notice to PCT in writing. In the event of such termination or suspension, all finished or unfinished documents, data,

studies, worksheets, models and reports, or other material prepared by the PCT pursuant to this Agreement shall be submitted to the City.

- B. In the event this Agreement is terminated by the City, the PCT shall be entitled to payment for all hours worked and reimbursable expenses incurred to the effective date of termination, less all payments previously made. This provision shall not prevent the City from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement and any such charges due the City shall be deducted from the final payment due the PCT. No payment shall be made by the City for any expenses incurred or work done following the effective date of termination unless authorized in advance in writing by the City.
- C. The PCT reserves the right to terminate this Agreement with not less than sixty (60) days written notice, or in the event outstanding invoices are not paid within 30 days.
- D. If the PCT is unavailable to perform the scope of services, the City may, at its option, cancel this Agreement immediately.

5. Ownership.

- A. All documents, data, drawings, specifications, software applications and other products or materials produced by the PCT in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products and materials prepared by the PCT are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the PCT harmless for such use. All or portions of materials, products and documents produced under this Agreement may be used by the PCT upon confirmation from the City that they are subject to disclosure under the Public Disclosure Act.
- B. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City. Any information relating to the services will not be released without the written permission of the City.
- C. The PCT shall preserve the confidentiality of all City documents and data accessed for use in PCT's work product.

6. Independent Contractor Relationship.

- A. The PCT is retained by the City only for the purposes and to the extent set forth in this Agreement. The nature of the relationship between the PCT and the City during the period of the services shall be that of an independent contractor, not employee. The PCT, not the City, shall have the power to control and direct the details, manner or means of services. Specifically, but not by means of limitation, the PCT shall have no obligation to work any particular hours or particular schedule

and shall retain the right to designate the means of performing the services covered by this Agreement, and the PCT shall be entitled to employ other workers at such compensation and on such other conditions as it may deem proper, provided, however, that any contract so made by the PCT is to be paid by it alone, and that by employing such workers, it is acting individually and not as an agent for the city.

- B. The City shall not be responsible for withholding or otherwise deducting federal income tax or social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to PCT or any employee of the PCT.

7. Hold Harmless

The PCT shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from all claims, injuries, damages, losses or suits including attorney fees resulting from the negligent, gross negligent and/or intentional acts, errors or omissions of the PCT, its agents or employees arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the city. It is further specifically and expressly understood that the indemnification provided herein constitutes the PCT's waiver of immunity under Industrial Insurance, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of the Agreement.

8. Insurance.

PCT shall obtain insurance of the types described below during the term of this agreement and extensions or renewals. These policies are to contain, or be endorsed to contain, provisions that 1) PCT's insurance coverage shall be primary insurance with insurance or insurance pool coverage maintained by the City as excess of the PCT's insurance (except for professional Liability insurance); and 2) PCT's insurance coverage shall not be cancelled, except after thirty (30) days prior written notice to the City.

- A. Professional Liability, Error or Omissions insurance with limits of liability not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit shall be provided if services delivered pursuant to their Contract involve or require professional services provided by a licensed professional including but not limited to engineers, architects, accountants, surveyors, and attorneys.
- B. Commercial General Liability insurance covering premises, operations, independent contractor's liability and damages for personal injury and property damage with combined single limits not less than \$1,000,000. The City shall be named as an additional insured on the policy. The Agency shall submit to the City a copy of the insurance policy declaration page as evidence of insurance coverage acceptable to the City.

9. Delays.

PCT is not responsible for delays caused by factors beyond the PCT's reasonable control. When such delays beyond the PCT's reasonable control occur, the City agrees the PCT is not responsible for damages, nor shall the PCT be deemed to be in default of the Agreement.

10. Successors and Assigns.

Neither the City nor the PCT shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.

11. Nondiscrimination.

In hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence or absence of any sensory, mental or physical handicap.

12. Notices.

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

City Manager

City of Pharr

Jonathan Flores (City Manager)

P. O. Box 1729

118 S. Cage

Pharr, Texas 78577

Pharr Community Theater

213 W. Newcombe/P.O. Box 1583

Pharr, Texas 78577

13. Governing Law and Venue.

This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

14. General Administration and Management.

The City's contract manager shall be Library Director, Adolfo Garcia.

15. Severability.

Any provision or part of the Agreement held to be void or unenforceable under law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the PCT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

16. Entire Agreement.

This agreement contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this agreement.

This agreement is executed by

City of Pharr

By: _____

Name: Jonathan Flores

Title: City Manager

Date:

Approved as to form:

By: _____

City Attorney

Pharr Community Theater

By: _____

Name: Pedro Garcia

Title: CEO/Artistic Director

Date:



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 8.C.

DATE SUBMITTED: September 9, 2024

MEETING DATE: September 16, 2024

FROM: Imelda Perez, City Clerk

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into an agreement with International Consulting Engineers (ICE) from Corpus Christi, TX for the Professional Services for the City of Pharr Urban Forestry in the amount of \$469,700 **(TABLED)**. This item supports QL - Quality of Life.

Classification: Regular

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

Issue: The city of pharr would like to enter into agreement with International Consulting Engineers (ICE) for the professional services for the city of pharr Urban Forestry Project in the amount of \$469,700.00. This project includes eight (8) schools in the Pharr, San Juan and Alamo areas. The projected goal is to increase tree canopy coverage, as well as design green spaces, alleviate urban heat island effect and support biological diversity.

Project No.2324-32-532-S42-01

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval to enter into contract with International Consulting Engineers (ICE) for the professional services for the city of pharr Urban Forestry Project.

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Imelda Perez
Mayra Gomez
Hilda Pedraza
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created/Initiated - 9/9/2024
Approved - 9/9/2024
Approved - 9/9/2024
Approved - 9/9/2024
Approved - 9/13/2024
Final Approval - 9/13/2024

Exhibit A

July 31, 2024

Cynthia Gutierrez
Executive Officer, Academics
City of Pharr
118 S. Cage Blvd.
Pharr, TX 78577

Re: City of Pharr Urban Forestry Project Professional Services

Dear Ms. Gutierrez,

International Consulting Engineers (ICE) is pleased to furnish the following proposal for assistance with Professional Services for the City of Pharr Urban Forestry Project. The area of performance will span over a tri-city area consisting of the City of Pharr, San Juan and Alamo. The project goal is to increase tree canopy coverage within the tri-city area as well as design green spaces, alleviate the urban heat island effect and support biological diversity.

Professional Services include:

- Perform a site visit to the following project sites:
 1. Liberty Middle School, 1212 S. Fir Street Pharr, TX 78577
 2. Graciela Garcia Elementary, 1002 W. Juan Balli Road Pharr, TX 78577
 3. PSJA Collegiate High School, 704 W. Ridge Road San Juan, TX 78589
 4. Dr. William Long Elementary, 3700 North Raiders Drive Pharr, TX 78577
 5. John Doedyns Elementary, 1401 N. Raul Longoria San Juan, TX 78589
 6. Raul Yzaguirre Middle School, 605 East FM 495 San Juan, TX 78559
 7. Audie Murphy Middle School, 924 West Sioux Road Alamo, TX 78516
 8. Marcia R. Garza Elementary, 810 El Gato Road Alamo, TX 78516
- Perform soil testing for each project site noted above.
- Conduct site survey/develop site plan for each site noted above.
- Design for each site, plans to mitigate the urban heat island effect by strategical placement of trees and increase green areas.
- Design landscape to increase canopy coverage to 30% minimum throughout all 8 project sites.
- Develop a plan that will be used to care for the 8 identified above project sites long term.
- Provide plans, specifications and estimates (PS&E) for outdoor classroom infrastructure including seating, trails, lighting, and fencing for safety.

Deliverables include:

- Site assessment reports
- Soil test reports
- 60% Architectural and Landscaping Design Submittal
- 100% Architectural and Landscaping Design Submittal including plans, specifications, and estimates
- Final signed and sealed construction plans



Exhibit A

ICE will provide the aforementioned scope of work for the amount of **\$469,700.00** (*Four-Hundred Sixty-Nine Thousand Seven Hundred Dollars and No Cents*).

We appreciate the opportunity to be of service. Should you have any questions concerning this proposal, please do not hesitate to contact Jesus J. Jimenez, P.E. at (361) 826-5805 or JJ@icengineers.net or Hugo P. Gonzalez, P.E. at (361) 826-5805 or Hugo@icengineers.net.

Sincerely,

A handwritten signature in blue ink, appearing to read 'JJ', with a stylized flourish at the end.

Jesus Jimenez, P.E., C.F.M.
International Consulting Engineers
Principal / Project Manager



Exhibit A

Schedule of Work

WORK SCHEDULE	
	DAYS*
SITE ASSESSMENT AND SOIL TESTING	30
60% ARCHITECTURAL AND LANDSCAPING DESIGN SUBMITTAL	90
100% ARCHITECTURAL AND LANDSCAPING DESIGN SUBMITTAL	30
FINAL SIGNED AND SEALED CONSTRUCTION PLANS	15
TOTAL DAYS:	165

*NOTE: Duration Period is from date of Notice to Proceed.

August 21, 2024

Cynthia Gutierrez
Executive Officer, Academics
City of Pharr
118 S. Cage Blvd.
Pharr, TX 78577

Re: City of Pharr Urban Forestry Project relevant past experience

Dear Ms. Gutierrez,

International Consulting Engineers (ICE) is an Engineering and Architectural Firm that was established in 2010. We specialize in architectural, civil and structural engineering as well as construction services. **ICE** has been selected by the PSJA School Board to be on their on-call pool of engineers and architects and are excited about assisting on creating School Yard Forests for our kids and community to enjoy. We understand the importance of using native plants as well as incorporating structures that promote sustainable watering practices such as bioswales and rain collectors. We intend to assist PSJA and Texas A&M Forest Services to fulfill the mission and help ensure trees, forests and related natural resources are sustained for the benefit of all.

ICE is pleased to share our extensive experience relating to the City of Pharr Urban Forestry Project. This initiative will cover a tri-city area, including the cities of Pharr, San Juan, and Alamo. The project's objectives are to enhance tree canopy coverage, design green spaces, mitigate the urban heat island effect, and promote biological diversity within these communities.

ICE and our partners have a proven track record in the landscaping arena. Our notable projects include:

1. **City of Corpus Christi – West Guth Park Improvements:** Designed a landscape master plan and bid documents for West Guth Park, which included the Northwest Senior Center. Project elements included site analysis, a Park complex entrance design, jogging trails, walkways, shelters, irrigation plan, site amenities and construction details and bid documents.
2. **City of Corpus Christi – Cole Park Renovations and Improvements:** Landscape and irrigation master plan for Cole Park and Oleander Point. The landscape design included coastal tree and palm selections. The plantings were clustered to provide shade and enhance the playground and walking paths. The irrigation system was designed with two booster pumps to irrigate the forty-two-acre site.
3. **City of Portland Hike & Bike and Skate Park:** Project scope included landscape and irrigation design for two park sites; Skate Park and Andrew's Park. Skate Park included planted berms, palms, and trees around the perimeter of park. Andrew's Park design included bay front hiking trails which joined the parks together. Plantings, berms, trails, seating structures, and playground equipment were incorporated into a holistic master park design. Additional scope included cost estimates and construction documents for project.
4. **Driscoll Children's Hospital- Children's Therapy Playground:** Scope included developing a rehabilitation area for children where various terrains and mediums were used to reacclimatize children to managing themselves in an outside environment.

5. **Del Mar College Early Childhood Learning Center** - Project Value: \$3.8 Million consisted of engineering and design of a new childhood learning center including structural design, civil, drainage and landscaping.
6. **Beeville High School Improvements** - Project included \$6 Million in renovations / addition to the Beeville AC Jones Highschool including landscaping and drainage upgrades.
7. **Beeville Elementary School** - Project included \$3.8 Million in upgrades consisting of new foundation including structural fill, structure, drainage and landscaping.
8. **Sinton I.S.D. Library Enhancements** –Project included a \$1.1 million library and band hall addition at high school campus and \$600,000 library addition at Jr. High School campus
9. **Del Mar Health Science Center** – Project included \$31.3 Million for engineering for the development of five multi-story buildings located at the Del Mar College West Campus. Project included all design aspects the new structure was developed to promote a new Health Science department for the college.
10. **Del Rio Middle School** - Project included \$18,000,000 for complete engineering services including engineering, design, and inspection for a new middle school facility for the San Felipe Independent School District in Del Rio, TX.

Other related park project experience include:

1. Nueces County Amistad Park Renovations
2. Nueces County Hazel Bazemore Improvements
3. Nueces County Lyondell Bassell Improvements Project
4. City of Corpus Christi Cole Park Improvements
5. San Diego ISD Nature Trail
6. Nueces County Oscar Ortiz Park Improvements
7. Nueces County Storybook Walking Trail
8. Nueces County Oil Belt Park Improvements
9. Edcouch Elsa ISD AG Barn (Saenz Brothers)

We appreciate the opportunity to be of service. Should you have any questions concerning this proposal, please do not hesitate to contact Jesus J. Jimenez, P.E. at (361) 826-5805 or JJ@icengineers.net or Hugo P. Gonzalez, P.E. at (361) 826-5805 or Hugo@icengineers.net.

Sincerely,



Jesus Jimenez, P.E., C.F.M.
International Consulting Engineers
Principal / Project Manager

Mayra Gomez

From: Cynthia Gutierrez
Sent: Wednesday, August 21, 2024 10:33 AM
To: Mayra Gomez
Subject: Fwd: [External] Sole Source Professional Service for Schoolyard Forestry Grant

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From: Faris, Kate <Kate.Faris@tfs.tamu.edu>
Sent: Wednesday, August 21, 2024 7:25:00 AM
To: Cynthia Gutierrez <cynthia.gutierrez@pharr-tx.gov>; Mayra Gomez <mayra.gomez@pharr-tx.gov>; Robert Garcia <robert.garcia@pharr-tx.gov>
Subject: Re: [External] Sole Source Professional Service for Schoolyard Forestry Grant

***** This is an email from an EXTERNAL source. DO NOT click links or open attachments without positive sender verification of purpose. Never enter USERNAME, PASSWORD or sensitive information on linked pages from this email. *****

Howdy Cynthia!

You are not required to go through the bidding process for your engineer/landscape design firm as long as you showcase that they are specialized in the dealings of your project. All that you need to do is provide a letter describing why their expertise is unique (showing their previous work with green schoolyards, etc.).

Please feel free to reach out with any further questions or concerns!

Thank you!

Kate Faris (she/her)
Community Forestry Grants Program Specialist
Texas A&M Forest Service | Community Forestry
Office: 979.458.6660 | Mobile: 979.933.5527

From: Cynthia Gutierrez <cynthia.gutierrez@pharr-tx.gov>
Sent: Tuesday, August 20, 2024 3:35 PM
To: Faris, Kate <Kate.Faris@tfs.tamu.edu>; Mayra Gomez <mayra.gomez@pharr-tx.gov>; Robert Garcia <robert.garcia@pharr-tx.gov>
Subject: [External] Sole Source Professional Service for Schoolyard Forestry Grant

Dear Ms. Faris,

As per our earlier conversation, can you explain what the process is for a Sole Source Professional Service contract for the Schoolyard Forestry Grant? Can you clarify? Thanks.

Best Regards,

Cynthia A. Gutierrez, MBA-HCA

Director of Public Health

City of Pharr Public Health Department

Pharr One - 1121 E. Nolana Loop,

Pharr, TX 78577

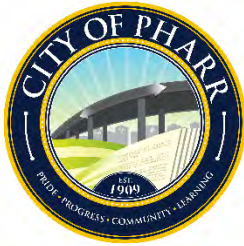
Office 956-402-4000 Ext. 1034

Mobile (956) 828-7260

Email: Cynthia.gutierrez@pharr-tx.gov



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AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 8.D.

DATE SUBMITTED: September 13, 2024

MEETING DATE: September 16, 2024

FROM: Jose Pena, IT Director

DEPARTMENT: IT

DIRECTOR: Jose Pena

Agenda Item: Consideration and action, if any, on Amendment No. 5 of the Construction Management Agreement with Brownstone Consultants, LLC for the citywide fiber optic broadband expansion project. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: Amendment 5 for City of Pharr Citywide Fiberoptic/Broadband Connectivity Expansion Project (C2021-01-510-S014-001)

Fiscal Consideration: \$336,644.00

Staff Recommendation: Approval of Amendment No. 5

Alternatives: NA

Exclude Material from Public Packet? No

Reason: NA

ROUTING:

Jose Pena
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created/Initiated - 9/13/2024
Approved - 9/13/2024
Approved - 9/13/2024
Final Approval - 9/13/2024

July 23, 2024

Dr. Jonathon Flores
City Manager
City of Pharr
118 S Cage Blvd
Pharr, TX 78577

Re: Expansion of Project Scope for Construction Management Services for City of Pharr Citywide Fiberoptic/Broadband Connectivity Project (C2021-01-510-S014-001)

Dr. Flores,

Please let this letter, and attached proposal, serve as an overview of the Owner ***requested scope expansion and associated fee*** for the Construction Management Services for the **Pharr Citywide Fiberoptic/Broadband Connectivity Project**. Brownstone Consultants is committed to the initiation, completion, and success of the proposed upcoming project to continue to build upon the City of Pharr's success with the legacy project.

The allotted time and associated fees for our construction management services contract for the completed legacy project expired June 30, 2024. Pre-Design on the new expansion starts August 1, 2024 and the project schedule shows a completion date of July 31, 2025.

The rationale for the request for the contract extension pertaining to the expansion project is as follows:

1. The addition of Pharr Housing Authority Multi-Dwelling Units.
2. The addition of Multi-Dwelling Units and Manufactured Home Developments.
3. The continuation of Single-Family Residential Home Installations.
4. The addition of Commercial Businesses and Industrial clients.

Thus, we humbly ask that you consider our request for the expansion project contract time and associated fees so we can continue to provide the City of Pharr the level of services expected and required to see this new project through completion.

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

Respectfully,



Carlos Del Angel, PMP, CCM
Managing Partner

Cc: Cynthia Garza - Reyes – Assistant City Manager
Jose Pena – IT Director
Mayra Gomez – Purchasing Director
Ruben Alfaro PE – Engineering Director

PROPOSAL

Brownstone Consultants LLC (BC) is pleased to submit its proposal to provide Construction Management Services for the above-referenced expansion project located in Pharr, Texas. This proposal is based on the following project assumptions.

| ASSUMPTIONS/CLARIFICATIONS

1. Cobb-Fendley has completed the design of PONS and Distribution plan sets for all legacy project Phases (II – VI).
2. Subdivisions and developments recorded after February 1, 2021, were not included in the legacy project.
3. A needs and gaps analysis as well as a physical survey will be conducted by Brownstone for all subdivisions recorded after February 1, 2021 and up to August 1, 2024.
4. Brownstone will provide Engineering Design training to City of Pharr personnel. Formal Engineering design, not part of the Brownstone scope, will be required for:
 - Commercial Businesses and Industrial
 - Pharr Housing Authority Multi-Dwelling Units
 - Multi-Dwelling Units and Manufactured Home Developments
5. The duration of this contract amendment is twelve months. Commencing retroactively July 1, 2024, and ending June 30, 2025.
6. As of July 31, 2025, the management and coordination efforts for resident installations will be the responsibility of the City of Pharr.
7. As of July 31, 2025, the management and coordination efforts for business/enterprise installations will be the responsibility of the City of Pharr.

| SCOPE OF SERVICES

Brownstone Consultants LLC proposes to provide the following Scope of Services as described in **Exhibit A**, attached.

| PROJECT SCHEDULE

Please refer to **Exhibit C** for the preliminary project schedule.

| BASE FEE TOTAL



Stipulated Sum Fee of One **Three Hundred Thirty-Six Thousand Six Hundred Forty-Four Dollars and 00/100 (\$336,644.00).**

Please refer to Exhibit D & Exhibit D1 for a detailed breakdown of the fee schedule.

| ADDITIONAL SERVICES

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

| EXCLUSIONS

This proposal excludes the following services:

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'CD', is placed over the word 'Sincerely'.

Carlos Del Angel, PMP, CCM
Senior Project Manager

EXHIBIT A – SCOPE OF SERVICES

Project: Pharr Citywide Fiberoptic/Broadband Connectivity Expansion Project (C2021-01-510-S014-001)

1) Pre-Design Phase

- a) Identify stakeholders and Authorities Having Jurisdiction (AHJs) & assist in the development of the stakeholder register.
- b) Participate in preliminary project meetings. BC will develop meeting documentation including but not limited to agendas, exhibits, and minutes. All meeting documents will be saved in our project document repository (Autodesk). [Partially complete](#)
- c) Review existing and proposed Fiber network layout. [Partially complete](#)
- g) Conduct needs and gap analysis utilizing:
 - existing, current City of Pharr Development Services / Engineering Department records
 - physical survey mapping any properties which may be missing or be found to be ambiguous (eg. listed as single family but in fact a multi-dwelling unit (MDU)). [Partially complete](#)
- h) Review project phasing plan with the City of Pharr. [Partially complete](#)
- i) Review and coordinate material and equipment specifications with the City of Pharr IT and Engineering Departments, and vendors for incorporation into design documents. Complete
- j) Develop overall project schedule - Brownstone Consultants, LLC will develop a Gantt chart or similar task sequencing model with a level of detail necessary to establish the overall sequence of project elements and timing for completion of those elements and the overall project. The master critical path schedule will include the following:
 - i) Demolition
 - ii) Design Milestones
 - iii) Procurement Milestones
 - iv) Permitting & Regulatory Process
 - v) Construction
 - vi) Closeout
- k) Review and verify preliminary budget. [complete](#)
- l) Develop overall project budget. BC will develop the baseline budget and present any potential changes to the budget caused by a change in scope, unforeseen conditions, market fluctuations, and Owner request changes. Engineer will not make any changes to the baseline budget without prior approval. Engineer will track and incorporate all committed and incurred costs associated with the project into Owner Insite. [Partially complete](#)
- m) Prepare project management information system and software (PMIS).
- n) Verify Owner Project Requirements. [complete](#)
- o) Assist in Selection of Project Delivery Method.
- p) Evaluate and Select Other Consultant/Vendor. Assist in the Development of Other Consultant/Vendor Contracts.

2) Design Phase

- a) Assist Owner with coordination of the New Master fiber network layout.
- b)
- c) Bi-Weekly Design Update Meetings.
- d) Review of Design Documents
- e) Updates to Project Budget.

EXHIBIT A – SCOPE OF SERVICES

- f) Updates to Project Schedule.
- g) Site Visits – pops, data centers.
- h) Permit Coordination - assist. (Potentially for MDU's/Business/Enterprise)
- i) Owner Update Meetings.
- j) Update PMIS.
- k) Review of Engineer/Consultant Invoices.
- l) Meetings and Coordination for Project Development.

3) Procurement Phase

- a) Assist the City of Pharr procurement department in the preparation of bidding documents.
- b) Prequalifying Contractors.
- c) Coordinate and Conduct Pre-Bid Conference.
- d) Develop responses to Contractors Pre-Bid questions.
- e) Coordinate issuance of any Addendum(a).
- f) Develop Bid Day matrix.
- g) Evaluate proposal documents.
- h) Develop bidders' scoring matrix and bidder's tabulation.
- i) Prepare formal recommendation (if applicable).
- j) Assist in the development of a bill of materials for the various sub-projects (PHA, other MDUs, mobile home parks, commercial and industrial) [complete for PHA](#)
- k) Assist in the procurement of material from vendors.
- l) Assist in contract development/negotiations.
- m) Updates to Project Budget.
- n) Updates to Project Schedule.
- o) Meetings and Coordination for Project Development.

4) Construction Phase

- a) Develop and coordinate issuance of NTP.
- b) Coordinate and conduct a Pre-Construction Conference.
- c) Administer the construction contract.
 - i) Adherence to contract (specification) requirements
 - ii) Davis Bacon / ARPA Compliance
 - (1) Payroll Reporting
 - (2) Contractor Employee Interviews
 - (3) Signage Requirements
 - (4) Quarterly Treasury Report
 - (5) Buy America
- d) Conduct/Attend bi-weekly construction meetings.
- e) Daily Site Visits to monitor and record construction activities and tabulate completed construction items (bid items/rake quantities). Daily reports will document the following:
 - i) Safety
 - ii) Location
 - iii) Weather
 - iv) Crews - Manpower
 - v) Material on Hand (Quantities)
 - vi) Equipment
 - vii) Images

EXHIBIT A – SCOPE OF SERVICES

- viii) Production
- ix) Issues
- x) Quality Assurance
- xi) Non weather delays
- xii) SW3P
- xiii) Non- project Visitors
- xiv) Construction Material Testing (if applicable)
- f) Document Control (RFI's, Submittals, Shop Drawings, CMT Reports, etc.).
- g) Assist Owner in review on reel fiber testing of cable by the contractor. In addition, assist Owner to secure reel serial numbers and compare with factory documentation to ensure that the provided cable meets the cable specifications, regarding manufacturer and type.
- h) Attend a Pre-Splicing meeting with the contract splicer to discuss splicing parameters and expectations.
- i) Work with the City of Pharr to identify and document any unresolved discrepancies and facilitate correction with the contractor.
- j) Manage 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) QA/QC and execution of applications for payment.
- l) Updates to Project Budget.
- m) Updates to Project Schedule.
- n) Meetings and Coordination for Project Development.

5) Post-Construction Phase

- a) Participate in and make recommendations on the issuance of the certificates of substantial completion and conduct final inspections with Contractor and City personnel.
- b) Participate in and make recommendations on the issuance of the certificate of final completion.
- c) Ensure that the efforts of City departments are coordinated with the on-site Contractor activities.
- d) Manage and facilitate the implementation of all commissioning processes and guidelines throughout the Project duration.
- e) Assist in coordinating equipment installation as requested by the City and Project spin-up.
- f) Coordination of warranty policies and procedures with the Contractor the City.
- g) 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.
- h) Expedite final Project close out and approval for final payment and assist in all post construction dispute resolution as necessary.
- i) Participate in the creation of the final punch list with the Owner during the evaluation of substantial completion and participate in the final inspection and acceptance of the work.
- j) Aerial mapping of all installed assets. This includes preflight activities, flights of all PON's and Distribution networks, and post flight identification of as-built assets.
- k) Coordinate "as-built" records with design Engineer into City of Pharr's shape file platform. Subsequent coordination required between the City of Pharr for server access, transfer of information, QC and final as-built approval.
- l) Review close-out requirements and documentation submitted by the Contractor.
- m) Prepare and issue final reconciliation change order and provide recommendation for final payment.

EXHIBIT A – SCOPE OF SERVICES

6) Additional Services

- a) Review of feasibility study
- b) Develop expansion project, Project Definition Rating Index (PDRI) **partially complete**
- c) Coordinate and participate in City of Pharr site visits by potential Design Engineer or with internal City of Pharr Engineering Department human capital.
- d) Participate or development of legacy project Data Center / POP evaluations re: current capacity and future demand and potentially make recommendations for future modifications and / or enhancements.
- e) Coordinate and participate in development of expansion project network design.
- f) Coordinate and participate in assessment of current data center / POP equipment current capacity versus expected demand for expansion project.
- g) Coordinate and participate in assessment of rack diagrams (if necessary).
- h) Coordinate and participate in development of network specifications – technical.
- i) Coordinate and participate in development of network specifications – infrastructure.
- j) Coordinate and participate in development of ISP design.
- k) Coordinate and participate in assessment of legacy spare conduit.
- l) Coordinate and participate in assessment of legacy distribution fiber and make recommendations with respect to potential additional demand for expansion project.
- m) Potentially coordinate and participate in development of design development bill of material and budget and presentation– technical and infrastructure – MDU's & RV's (final scope dependent upon what entity COP designates as Design Engineer)
- n) Coordinate and participate in final selection of network testing specifications – MDU's & RV's (potentially different materials and infrastructure than legacy project)
- o) Coordinate and participate in development of design of PONs or areas not listed in original, legacy design – new subdivisions & subdivisions in development. (final scope dependent upon what entity COP designates as Design Engineer)
- p) Coordinate and participate in development of design of industrial areas. (final scope dependent upon what entity COP designates as Design Engineer)
- q) Coordinate and participate in development of design of enterprise business areas – section of BUS83, Cage Blvd., Ferguson, I2 Frontages, Jackson Rd., Military
- r) Coordinate and participate in development of design of MDUs, apartments and mobile home parks. (final scope dependent upon what entity COP designates as Design Engineer)
- s) Coordinate and participate in development of City ordinances for MDUs, RV and Mobile Home developments, commercial, and industrial developments.
- t) Coordinated and participated in development of design of private neighborhoods.
- u) Developed process for industrial properties and conducted training session between IT and Engineering Departments
- v) Assist with the procurement of design engineer or specialty consultants as necessary.
- w) Management and coordination of receiving of customer complaints and subsequent follow-up and resolution.
- x) Coordination and development of developer processes (infrastructure & escrow process)
- y) Splicing oversight
- z) Testing oversight
- aa) Resident install oversight
- bb) Coordinate and assist with the implementation of 811 system

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 C - PBB Exp Schedule2024.07.25						
ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
1		Pharr Housing Authority	365 days	Thu 8/1/24	Thu 7/31/25	
2		Design	334 days	Thu 8/1/24	Mon 6/30/25	
3		Procurement	123 days	Sun 9/1/24	Wed 1/1/25	
4		Construction	304 days	Tue 10/1/24	Thu 7/31/25	
5		Closeout				
6		RV and Mobile Homes	365 days	Thu 8/1/24	Thu 7/31/25	
7		Design	89 days	Thu 8/1/24	Mon 10/28/24	
8		Procurement	274 days	Sun 9/1/24	Sun 6/1/25	
9		Construction	273 days	Tue 10/1/24	Mon 6/30/25	
10		Closeout	31 days	Tue 7/1/25	Thu 7/31/25	
11		Residential Installs	366 days	Thu 8/1/24	Fri 7/31/25	
12		Construction	365 days	Thu 8/1/24	Thu 7/31/25	
13		Commercial Businesses	365 days	Thu 8/1/24	Thu 7/31/25	
14		Design	303 days	Thu 8/1/24	Fri 5/30/25	
15		Construction	303 days	Sun 9/1/24	Mon 6/30/25	
16		Closeout	31 days	Tue 7/1/25	Thu 7/31/25	
17		Legacy Scope Gaps	90 days	Thu 8/1/24	Tue 10/29/24	
18		Design	90 days	Thu 8/1/24	Tue 10/29/24	
19		New Developments				
20		Design	365 days	Thu 8/1/24	Thu 7/31/25	

EXHIBIT D - RATE SCHEDULE

Brownstone Consultants LLC 2023 Labor Rates		
Labor Category / Personnel	Base Rate	Contract Rate
Principal in Charge / Executive	\$ 96.00	\$ 236.54
Senior Project Manager	\$ 78.00	\$ 192.19
Project Manager	\$ 68.00	\$ 167.55
Assistant Project Manager	\$ 60.00	\$ 147.84
Project Engineer	\$ 58.00	\$ 142.91
Sr. Construction Inspector	\$ 42.00	\$ 103.49
Construction Inspector	\$ 36.00	\$ 88.70
Record Keeper	\$ 30.00	\$ 73.92
Unmanned Aircraft System (UAS) Pilot - Drone	\$ 32.00	\$ 78.85
Project Control Specialist	\$ 32.00	\$ 78.85
Admin/Clerical	\$ 18.00	\$ 44.35
Direct Expenses - To be billed at the prime contract rate		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)		\$ 0.66
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
Utility Vehicle (per month)		\$ 3000.00
Negotiated Overhead Rate: 120%	Contract Rates include labor, overhead, and profit.	
Negotiated Profit Rate: 12%		
Multiplier: 2.464		
Audit Year: 2023		

EXHIBIT D-1

Construction Management Services - Fee Proposal - Brownstone																
Direct (Billable) Hours / Year	1960													FEE SUMMARY		
Annual Hourly Rate Increase	2.0%													Year	Hours	CM Fee
Hours per Month	160													2024	1,203	\$ 159,589
														2025	1,422	\$ 173,055
Construction Management Team																
Role	Rate 2024															
Principal in Charge / Executive	\$ 236.54															
Senior Project Manager	\$ 192.19															
Project Manager	\$ 167.55															
Assistant Project Managers/Engineers																
Assistant Construction Manager	\$ 161.30															
Project Engineers	\$ 122.36															
Support Team																
Sr. Construction Inspector	\$ 120.97															
Construction Inspector	\$ 88.70															
Record Keeper	\$ 88.99															
Unmanned Aircraft System (UAS) Pilot - Drone	\$ 83.43															
Project Control Specialist	\$ 77.87															
Admin/Clerical	\$ 44.35															
2024																
Role	Rate	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	\$ 236.54													-	\$ -	
Senior Project Manager	\$ 192.19								0.45	0.45	0.45	0.06	0.06	235	\$ 45,203	
Project Manager	\$ 167.55								0.50	0.50	0.50	0.50	0.50	400	\$ 67,020	
Support Team																
Sr. Construction Inspector	\$ -													-	\$ -	
Construction Inspector	\$ 88.70								0.63	0.63	0.63	0.63	0.63	500	\$ 44,350	
Admin/Clerical	\$ 44.35								0.09	0.09	0.09	0.09	0.09	68	\$ 3,016	
Total		-	-	-	-	-	-	-	1.66	1.66	1.66	1.27	1.27	1,203	\$ 159,589	
Avg. Monthly Hours/Billing														241	\$ 26,598	
2025																
Role	Rate	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	
		FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE			
Principal in Charge / Executive	\$ 236.54													-	\$ -	
Senior Project Manager	\$ 192.19	0.06	0.06	0.06	0.06	0.06	0.06	0.06						67	\$ 12,915	
Project Manager	\$ 167.55	0.50	0.50	0.50	0.50	0.50	0.50	0.50						560	\$ 93,828	
Construction Inspector	\$ 88.70	0.63	0.63	0.63	0.63	0.63	0.63	0.63						700	\$ 62,090	
Admin/Clerical	\$ 44.35	0.09	0.09	0.09	0.09	0.09	0.09	0.09						95	\$ 4,222	
Total		1.27	1.27	1.27	1.27	1.27	1.27	1.27	-	-	-	-	-	1,422	\$ 173,055	

FEE SUMMARY		
Year	Hours	CM Fee
2024	1,203	\$ 159,589
2025	1,422	\$ 173,055

Sub-Total Billable Hourly Fee	\$ 332,644
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DIRECT EXPENSES		
TYPE	UNIT	TOTAL
Utility Vehicle	month	
Drone Flights	hour	
mileage	mile	\$ 4,000
Sub-Total Direct Expenses		\$ 4,000
Total		\$ 336,644

EXHIBIT D-1

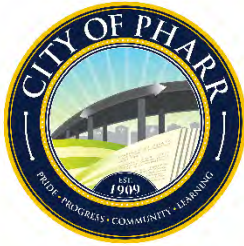
	Avg. Monthly Hours/Billing	284	\$	14,421
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Exhibit "E"

PAYMENT SCHEDULE OF VALUES

[illegible]

DIRECT EXPENSES WILL BE ON THE BASIS OF ACTUAL CHARGES AND WILL BE BILLED MONTHLY AS INCURRED



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 8.E.

DATE SUBMITTED: September 11, 2024

MEETING DATE: September 16, 2024

FROM: Daniela Villarreal, Purchasing Supervisor

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into Agreement for Public Safety Video Surveillance with Related Equipment, Software, and Accessories with Axon Enterprise, Inc. from Scottsdale, AZ. through Buy Board contract No. 648-21. **This item supports SSC - Safe and Secure Community.**

Classification: Regular

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

Issue: The City of Pharr is currently on contract with Axon Enterprises, Inc. for a five (5) year term that is due to expire in October 2024. The City of Pharr Police Department would like to enter into a new Agreement for Public Safety Video Surveillance Body Cameras with Related Equipment, Software, and Accessories with Axon Enterprise, Inc. from Scottsdale, AZ. through Buy Board contract No. 648-21. Initial expense is \$271,101.78. Project #2324-01-512-S45-01

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends to enter into Agreement

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Daniela Villarreal
Mayra Gomez
Juan Gonzalez
Hilda Pedraza
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created/Initiated - 9/11/2024
Approved - 9/12/2024
Approved - 9/12/2024
Approved - 9/12/2024
Approved - 9/12/2024
Approved - 9/13/2024
Final Approval - 9/13/2024

INTENT TO PIGGYBACK OFF COOPERATIVE PROCUREMENT

BuyBoard Cooperative Agreement No. 648-21

This agreement ("the Agreement") is hereby made this ____ day of _____, 2024, by the Pharr Police Department (TX) ("Agency") and Axon Enterprise, Inc. ("Axon"). Collectively, Agency and Axon are the "Parties."

WHEREAS, the Agency is desirous of having Axon provide Public Safety Video Surveillance Solutions with Related Equipment, Software, and Accessories, as herein described; and

WHEREAS, Axon is a party to Contract No. 648-21 with BuyBoard dated October 1, 2021, related to "Law Enforcement Body Cameras, Supplies and Equipment" (the "BuyBoard Contract"), which is incorporated herein by reference; and

WHEREAS, Axon has agreed to provide goods and services within the scope of the BuyBoard Contract to the Agency at the same prices provided under the BuyBoard Contract; and

WHEREAS, the goods and/or services required by the Agency and that the Agency seeks to obtain from Axon are within the scope of the BuyBoard Contract; and

WHEREAS, it is the purpose of this Agreement to describe the formal rights and obligations of the Parties;

NOW, THEREFORE, WITNESSETH that, for the consideration herein indicated, and in consideration of the mutual promises and covenants set forth in this Agreement, the Parties Agree as follows:

1. The Parties intend to utilize the BuyBoard Contract for the goods and services detailed in the Quote attached hereto as Exhibit A and incorporated herein by reference (the "Quotes").
2. In the event the term of the subscriptions specified on the Quotes extend past the termination or expiration of the BuyBoard Contract, the terms and conditions of the BuyBoard Contract shall remain in full force and effect as it applies to the Quotes and will continue in effect for such order until the term of that Quote expires or the order is cancelled or terminated in accordance with the terms of this Agreement or the BuyBoard Contract.

This Agreement, together with BuyBoard Contract No. 648-21, constitute the entire agreement between the Parties relating to the subject matter of this Agreement. All prior understandings, agreements, correspondence and discussions of the Parties are merged into and made a part of this Agreement. To the extent that the terms of the documents conflict, the terms of this Agreement shall control.

This Agreement may be executed by the Parties by facsimile and in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

Pharr Police Department (TX)

Signature: _____

Name: _____

Title: _____

Date: _____



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

EXHIBIT A

Q-557166-45531.677MA

Issued: 08/27/2024

Quote Expiration: 09/27/2024

Estimated Contract Start Date: 10/01/2024

Account Number: 151756

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Pharr Police Dept. - TX 1900 S Cage Blvd Pharr, TX 78577-6751 USA	Pharr Police Dept. - TX 1900 US 280 PHARR TX 78577 USA Email:	Matt Appelbaum Phone: Email: mappelbaum@axon.com Fax:	Daniel Leal Phone: (956) 787-8546 Email: daniel.leal@pd.pharr-tx.gov Fax: (956) 781-9163

Quote Summary

Program Length	63 Months
TOTAL COST	\$2,259,240.98
ESTIMATED TOTAL W/ TAX	\$2,259,240.98

Discount Summary

Average Savings Per Year	\$177,442.09
TOTAL SAVINGS	\$931,570.95

Payment Summary

Date	Subtotal	Tax	Total
Dec 2024	\$271,101.78	\$0.00	\$271,101.78
Jan 2025	(\$30,972.00)	\$0.00	(\$30,972.00)
Dec 2025	\$504,777.80	\$0.00	\$504,777.80
Dec 2026	\$504,777.80	\$0.00	\$504,777.80
Dec 2027	\$504,777.80	\$0.00	\$504,777.80
Dec 2028	\$504,777.80	\$0.00	\$504,777.80
Total	\$2,259,240.98	\$0.00	\$2,259,240.98

DRAFT

Quote Unbundled Price:	\$3,190,811.93
Quote List Price:	\$2,986,604.93
Quote Subtotal:	\$2,259,240.98

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100552	TRANSFER CREDIT - GOODS	1			\$1.00	(\$30,972.00)	(\$30,972.00)	\$0.00	(\$30,972.00)
Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	79	60	\$149.89	\$139.74	\$139.74	\$662,367.60	\$0.00	\$662,367.60
BWCUwTAP	BWC Unlimited with TAP	120	60	\$121.34	\$99.66	\$99.66	\$717,552.00	\$0.00	\$717,552.00
A la Carte Hardware									
72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	64			\$2,695.00	\$0.00	\$0.00	\$0.00	\$0.00
50265	AXON INTERVIEW - IO RED LED	3			\$34.33	\$34.33	\$102.99	\$0.00	\$102.99
50258	AXON INTERVIEW - IO MODULE CABINET	1			\$357.07	\$357.07	\$357.07	\$0.00	\$357.07
50267	AXON INTERVIEW - IO MODULE	1			\$580.92	\$580.92	\$580.92	\$0.00	\$580.92
50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	6			\$243.31	\$243.31	\$1,459.86	\$0.00	\$1,459.86
50298	AXON INTERVIEW - CAMERA - OVERT DOME	6			\$992.92	\$992.92	\$5,957.52	\$0.00	\$5,957.52
72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	17			\$2,695.00	\$2,695.00	\$45,815.00	\$0.00	\$45,815.00
F00011	BUNDLE - FLEET CRADLEPOINT R920 SINGLE MODEM KIT	79			\$1,713.00	\$1,713.00	\$135,327.00	\$0.00	\$135,327.00
H00001	AB4 Camera Bundle	100			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
H00002	AB4 Multi Bay Dock Bundle	2			\$1,595.00	\$0.00	\$0.00	\$0.00	\$0.00
H00002	AB4 Multi Bay Dock Bundle	13			\$1,595.00	\$1,595.00	\$20,735.00	\$0.00	\$20,735.00
H00001	AB4 Camera Bundle	21			\$849.00	\$849.00	\$17,829.00	\$0.00	\$17,829.00
H00004	AB4 FLEX POV HARDWARE BUNDLE	5			\$251.23	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
73680	AXON RESPOND PLUS - LICENSE	120	60		\$21.48	\$0.00	\$0.00	\$0.00	\$0.00
85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	120	60		\$22.57	\$0.00	\$0.00	\$0.00	\$0.00
73746	AXON EVIDENCE - ECOM LICENSE - PRO	150	2		\$40.00	\$0.00	\$0.00	\$0.00	\$0.00
73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	150	2		\$25.00	\$0.00	\$0.00	\$0.00	\$0.00
87050	AXON EVIDENCE - FLEET VIEW XL LICENSE	64	3		\$30.20	\$0.00	\$0.00	\$0.00	\$0.00
80214	AXON EVIDENCE - STORAGE - FLEET	64	3		\$35.40	\$0.00	\$0.00	\$0.00	\$0.00
73618	AXON COMMUNITY REQUEST	150	2		\$10.00	\$0.00	\$0.00	\$0.00	\$0.00
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	3		\$103.00	\$0.00	\$0.00	\$0.00	\$0.00
50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	3		\$30.40	\$30.40	\$182.40	\$0.00	\$182.40
50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	1	60		\$1,500.00	\$1,500.00	\$1,500.00	\$0.00	\$1,500.00
50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	60		\$28.21	\$28.21	\$1,692.60	\$0.00	\$1,692.60
50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	60		\$1,750.00	\$1,750.00	\$3,500.00	\$0.00	\$3,500.00
50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	60		\$32.98	\$32.98	\$3,957.60	\$0.00	\$3,957.60
73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1000	60		\$0.65	\$0.65	\$39,000.00	\$0.00	\$39,000.00
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	60		\$111.75	\$111.75	\$40,230.00	\$0.00	\$40,230.00
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	120	60		\$10.85	\$7.74	\$55,692.00	\$0.00	\$55,692.00

73618	AXON COMMUNITY REQUEST	120	60	\$10.85	\$10.85	\$78,120.00	\$0.00	\$78,120.00
80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	79	60	\$66.61	\$56.69	\$268,691.64	\$0.00	\$268,691.64
ProLicense	Pro License Bundle	60	60	\$43.40	\$43.33	\$155,988.00	\$0.00	\$155,988.00
A la Carte Services								
100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1		\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00
79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1		\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00
50431	AXON INTERVIEW - INSTALLATION - IO ADDITIONAL LED	2		\$500.00	\$500.00	\$1,000.00	\$0.00	\$1,000.00
50430	AXON INTERVIEW - INSTALLATION - IO MODULE CABINET 1 LED	1		\$1,000.00	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00
80146	AXON BODY - PSO - VIRTUAL STARTER	1		\$2,000.00	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00
79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1		\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	3		\$7,450.00	\$7,450.00	\$22,350.00	\$0.00	\$22,350.00
A la Carte Warranties								
80397	AXON FLEET 2 - EXT WARRANTY - FLEET 2 KIT	64	3	\$6.80	\$0.00	\$0.00	\$0.00	\$0.00
80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	2	2	\$4.28	\$0.00	\$0.00	\$0.00	\$0.00
80464	AXON BODY - TAP WARRANTY - CAMERA	150	2	\$10.35	\$0.00	\$0.00	\$0.00	\$0.00
80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	2	\$16.28	\$0.00	\$0.00	\$0.00	\$0.00
50448	AXON INTERVIEW - EXT WARRANTY	3	3	\$27.00	\$0.00	\$0.00	\$0.00	\$0.00
50448	AXON INTERVIEW - EXT WARRANTY	3	49	\$28.74	\$28.74	\$4,224.78	\$0.00	\$4,224.78
Total						\$2,259,240.98	\$0.00	\$2,259,240.98

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	100	1	12/01/2024
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	21	1	12/01/2024
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	3	1	12/01/2024
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	24	1	12/01/2024
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	110	1	12/01/2024
AB4 Camera Bundle	11507	AXON BODY - MOUNT - RAPIDLOCK SINGLE MOLLE	21	1	12/01/2024
AB4 Camera Bundle	11508	AXON BODY - MOUNT - RAPIDLOCK DOUBLE MOLLE	3	1	12/01/2024
AB4 Camera Bundle	11508	AXON BODY - MOUNT - RAPIDLOCK DOUBLE MOLLE	110	1	12/01/2024
AB4 FLEX POV HARDWARE BUNDLE	100200	AB4 FLEX POV MODULE	5	1	12/01/2024
AB4 FLEX POV HARDWARE BUNDLE	100852	AXON BODY 4 - C-CLIP - POV	5	1	12/01/2024
AB4 FLEX POV HARDWARE BUNDLE	100855	AXON BODY 4 - MOUNT - POV EPAULETTE	6	1	12/01/2024
AB4 FLEX POV HARDWARE BUNDLE	100958	AXON BODY 4 - FLEX POV MODULE CABLE 48 IN	5	1	12/01/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	2	1	12/01/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	13	1	12/01/2024
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	13	1	12/01/2024
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2	1	12/01/2024
BUNDLE - FLEET CRADLEPOINT R920 SINGLE MODEM KIT	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	79	1	12/01/2024
BUNDLE - FLEET CRADLEPOINT R920 SINGLE MODEM KIT	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	79	1	12/01/2024

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	6	1	12/01/2024
A la Carte	50258	AXON INTERVIEW - IO MODULE CABINET	1	1	12/01/2024
A la Carte	50265	AXON INTERVIEW - IO RED LED	3	1	12/01/2024
A la Carte	50267	AXON INTERVIEW - IO MODULE	1	1	12/01/2024
A la Carte	50298	AXON INTERVIEW - CAMERA - OVERT DOME	6	1	12/01/2024
A la Carte	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	17	1	12/01/2024
A la Carte	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	64	1	12/01/2024
BWC Unlimited with TAP	73309	AXON BODY - TAP REFRESH 1 - CAMERA	124	1	06/01/2027
BWC Unlimited with TAP	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	15	1	06/01/2027
BWC Unlimited with TAP	73310	AXON BODY - TAP REFRESH 2 - CAMERA	124	1	12/01/2029
BWC Unlimited with TAP	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	15	1	12/01/2029
Fleet 3 Basic + TAP Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	2	1	12/01/2029
Fleet 3 Basic + TAP Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	79	1	12/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	10/01/2024	12/31/2024
A la Carte	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	10/01/2024	12/31/2024
A la Carte	80214	AXON EVIDENCE - STORAGE - FLEET	64	10/15/2024	12/31/2024
A la Carte	87050	AXON EVIDENCE - FLEET VIEW XL LICENSE	64	10/15/2024	12/31/2024
A la Carte	73618	AXON COMMUNITY REQUEST	150	11/15/2024	12/31/2024
A la Carte	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	150	11/15/2024	12/31/2024
A la Carte	73746	AXON EVIDENCE - ECOM LICENSE - PRO	150	11/15/2024	12/31/2024
BWC Unlimited with TAP	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	120	01/01/2025	12/31/2029
BWC Unlimited with TAP	73746	AXON EVIDENCE - ECOM LICENSE - PRO	120	01/01/2025	12/31/2029
Fleet 3 Basic + TAP Renewal	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	79	01/01/2025	12/31/2029
Fleet 3 Basic + TAP Renewal	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	158	01/01/2025	12/31/2029
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	180	01/01/2025	12/31/2029
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	60	01/01/2025	12/31/2029
A la Carte	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	1	01/01/2025	12/31/2029
A la Carte	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	01/01/2025	12/31/2029
A la Carte	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	01/01/2025	12/31/2029
A la Carte	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	01/01/2025	12/31/2029
A la Carte	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	01/01/2025	12/31/2029
A la Carte	73618	AXON COMMUNITY REQUEST	120	01/01/2025	12/31/2029
A la Carte	73680	AXON RESPOND PLUS - LICENSE	120	01/01/2025	12/31/2029
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	120	01/01/2025	12/31/2029
A la Carte	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1000	01/01/2025	12/31/2029
A la Carte	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	79	01/01/2025	12/31/2029
A la Carte	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	120	01/01/2025	12/31/2029

Services

Bundle	Item	Description	QTY
BUNDLE - FLEET CRADLEPOINT R920 SINGLE MODEM KIT	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	79
Fleet 3 Basic + TAP Renewal	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	79

Services

Bundle	Item	Description	QTY
A la Carte	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1
A la Carte	50430	AXON INTERVIEW - INSTALLATION - IO MODULE CABINET 1 LED	1
A la Carte	50431	AXON INTERVIEW - INSTALLATION - IO ADDITIONAL LED	2
A la Carte	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1
A la Carte	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1
A la Carte	80146	AXON BODY - PSO - VIRTUAL STARTER	1
A la Carte	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	3

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	50448	AXON INTERVIEW - EXT WARRANTY	3	10/01/2024	12/31/2024
A la Carte	80397	AXON FLEET 2 - EXT WARRANTY - FLEET 2 KIT	64	10/15/2024	12/31/2024
A la Carte	80464	AXON BODY - TAP WARRANTY - CAMERA	150	11/15/2024	12/31/2024
A la Carte	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	11/15/2024	12/31/2024
A la Carte	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	2	11/15/2024	12/31/2024
AB4 FLEX POV HARDWARE BUNDLE	100945	AXON BODY 4 - EXT WARRANTY - FLEX POV MODULE	5	12/01/2025	12/31/2029
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	4	12/01/2025	12/31/2029
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	120	12/01/2025	12/31/2029
BWC Unlimited with TAP	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	15	12/01/2025	12/31/2029
Fleet 3 Basic + TAP Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	2	12/01/2025	12/31/2029
Fleet 3 Basic + TAP Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	79	12/01/2025	12/31/2029
A la Carte	50448	AXON INTERVIEW - EXT WARRANTY	3	12/01/2025	12/31/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1900 S Cage Blvd	Pharr	TX	78577-6751	USA

Payment Details

Dec 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	\$0.00	\$0.00	\$0.00
Year 1	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	1	\$177.56	\$0.00	\$177.56
Year 1	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	\$200.36	\$0.00	\$200.36
Year 1	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$414.31	\$0.00	\$414.31
Year 1	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$468.48	\$0.00	\$468.48
Year 1	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$21.59	\$0.00	\$21.59
Year 1	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	\$0.00	\$0.00	\$0.00
Year 1	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	\$4,762.19	\$0.00	\$4,762.19
Year 1	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	6	\$172.81	\$0.00	\$172.81
Year 1	50258	AXON INTERVIEW - IO MODULE CABINET	1	\$42.27	\$0.00	\$42.27
Year 1	50265	AXON INTERVIEW - IO RED LED	3	\$12.19	\$0.00	\$12.19
Year 1	50267	AXON INTERVIEW - IO MODULE	1	\$68.77	\$0.00	\$68.77
Year 1	50298	AXON INTERVIEW - CAMERA - OVERT DOME	6	\$705.22	\$0.00	\$705.22
Year 1	50430	AXON INTERVIEW - INSTALLATION - IO MODULE CABINET 1 LED	1	\$118.37	\$0.00	\$118.37
Year 1	50431	AXON INTERVIEW - INSTALLATION - IO ADDITIONAL LED	2	\$118.37	\$0.00	\$118.37
Year 1	50448	AXON INTERVIEW - EXT WARRANTY	3	\$0.00	\$0.00	\$0.00
Year 1	50448	AXON INTERVIEW - EXT WARRANTY	3	\$500.10	\$0.00	\$500.10
Year 1	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	64	\$0.00	\$0.00	\$0.00
Year 1	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	17	\$5,423.31	\$0.00	\$5,423.31
Year 1	73618	AXON COMMUNITY REQUEST	120	\$9,247.38	\$0.00	\$9,247.38
Year 1	73618	AXON COMMUNITY REQUEST	150	\$0.00	\$0.00	\$0.00
Year 1	73680	AXON RESPOND PLUS - LICENSE	120	\$0.00	\$0.00	\$0.00
Year 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	120	\$6,592.49	\$0.00	\$6,592.49
Year 1	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1000	\$4,616.59	\$0.00	\$4,616.59
Year 1	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	150	\$0.00	\$0.00	\$0.00
Year 1	73746	AXON EVIDENCE - ECOM LICENSE - PRO	150	\$0.00	\$0.00	\$0.00
Year 1	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	\$0.00	\$0.00	\$0.00
Year 1	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	\$355.12	\$0.00	\$355.12
Year 1	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$236.75	\$0.00	\$236.75
Year 1	80214	AXON EVIDENCE - STORAGE - FLEET	64	\$0.00	\$0.00	\$0.00
Year 1	80397	AXON FLEET 2 - EXT WARRANTY - FLEET 2 KIT	64	\$0.00	\$0.00	\$0.00
Year 1	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	79	\$31,806.10	\$0.00	\$31,806.10
Year 1	80464	AXON BODY - TAP WARRANTY - CAMERA	150	\$0.00	\$0.00	\$0.00
Year 1	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	\$0.00	\$0.00	\$0.00
Year 1	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	2	\$0.00	\$0.00	\$0.00
Year 1	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	3	\$2,645.66	\$0.00	\$2,645.66
Year 1	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	120	\$0.00	\$0.00	\$0.00
Year 1	87050	AXON EVIDENCE - FLEET VIEW XL LICENSE	64	\$0.00	\$0.00	\$0.00
Year 1	BWCUwTAP	BWC Unlimited with TAP	120	\$84,939.54	\$0.00	\$84,939.54
Year 1	F00011	BUNDLE - FLEET CRADLEPOINT R920 SINGLE MODEM KIT	79	\$16,019.21	\$0.00	\$16,019.21
Year 1	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	79	\$78,407.13	\$0.00	\$78,407.13

Dec 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	H00001	AB4 Camera Bundle	21	\$2,110.49	\$0.00	\$2,110.49
Year 1	H00001	AB4 Camera Bundle	100	\$0.00	\$0.00	\$0.00
Year 1	H00002	AB4 Multi Bay Dock Bundle	2	\$0.00	\$0.00	\$0.00
Year 1	H00002	AB4 Multi Bay Dock Bundle	13	\$2,454.49	\$0.00	\$2,454.49
Year 1	H00004	AB4 FLEX POV HARDWARE BUNDLE	5	\$0.00	\$0.00	\$0.00
Year 1	ProLicense	Pro License Bundle	60	\$18,464.93	\$0.00	\$18,464.93
Invoice Upon Fulfillment	H00001	AB4 Camera Bundle	100	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	H00001	AB4 Camera Bundle	21	\$0.00	\$0.00	\$0.00
Total				\$271,101.78	\$0.00	\$271,101.78

Jan 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Credit	100552	TRANSFER CREDIT - GOODS	1	(\$30,972.00)	\$0.00	(\$30,972.00)
Total				(\$30,972.00)	\$0.00	(\$30,972.00)

Dec 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	\$0.00	\$0.00	\$0.00
Year 2	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	1	\$330.61	\$0.00	\$330.61
Year 2	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	\$373.06	\$0.00	\$373.06
Year 2	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$771.42	\$0.00	\$771.42
Year 2	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$40.20	\$0.00	\$40.20
Year 2	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$872.28	\$0.00	\$872.28
Year 2	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	\$0.00	\$0.00	\$0.00
Year 2	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	\$8,866.95	\$0.00	\$8,866.95
Year 2	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	6	\$321.76	\$0.00	\$321.76
Year 2	50258	AXON INTERVIEW - IO MODULE CABINET	1	\$78.70	\$0.00	\$78.70
Year 2	50265	AXON INTERVIEW - IO RED LED	3	\$22.70	\$0.00	\$22.70
Year 2	50267	AXON INTERVIEW - IO MODULE	1	\$128.04	\$0.00	\$128.04
Year 2	50298	AXON INTERVIEW - CAMERA - OVERT DOME	6	\$1,313.08	\$0.00	\$1,313.08
Year 2	50430	AXON INTERVIEW - INSTALLATION - IO MODULE CABINET 1 LED	1	\$220.41	\$0.00	\$220.41
Year 2	50431	AXON INTERVIEW - INSTALLATION - IO ADDITIONAL LED	2	\$220.41	\$0.00	\$220.41
Year 2	50448	AXON INTERVIEW - EXT WARRANTY	3	\$931.17	\$0.00	\$931.17
Year 2	50448	AXON INTERVIEW - EXT WARRANTY	3	\$0.00	\$0.00	\$0.00
Year 2	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	64	\$0.00	\$0.00	\$0.00
Year 2	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	17	\$10,097.92	\$0.00	\$10,097.92
Year 2	73618	AXON COMMUNITY REQUEST	120	\$17,218.15	\$0.00	\$17,218.15
Year 2	73618	AXON COMMUNITY REQUEST	150	\$0.00	\$0.00	\$0.00
Year 2	73680	AXON RESPOND PLUS - LICENSE	120	\$0.00	\$0.00	\$0.00
Year 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	120	\$12,274.88	\$0.00	\$12,274.88
Year 2	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1000	\$8,595.85	\$0.00	\$8,595.85
Year 2	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	150	\$0.00	\$0.00	\$0.00
Year 2	73746	AXON EVIDENCE - ECOM LICENSE - PRO	150	\$0.00	\$0.00	\$0.00
Year 2	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	\$661.22	\$0.00	\$661.22
Year 2	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	\$0.00	\$0.00	\$0.00
Year 2	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$440.81	\$0.00	\$440.81
Year 2	80214	AXON EVIDENCE - STORAGE - FLEET	64	\$0.00	\$0.00	\$0.00
Year 2	80397	AXON FLEET 2 - EXT WARRANTY - FLEET 2 KIT	64	\$0.00	\$0.00	\$0.00
Year 2	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	79	\$59,221.38	\$0.00	\$59,221.38
Year 2	80464	AXON BODY - TAP WARRANTY - CAMERA	150	\$0.00	\$0.00	\$0.00
Year 2	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	\$0.00	\$0.00	\$0.00

Dec 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	2	\$0.00	\$0.00	\$0.00
Year 2	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	3	\$4,926.09	\$0.00	\$4,926.09
Year 2	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	120	\$0.00	\$0.00	\$0.00
Year 2	87050	AXON EVIDENCE - FLEET VIEW XL LICENSE	64	\$0.00	\$0.00	\$0.00
Year 2	BWCUwTAP	BWC Unlimited with TAP	120	\$158,153.12	\$0.00	\$158,153.12
Year 2	F00011	BUNDLE - FLEET CRADLEPOINT R920 SINGLE MODEM KIT	79	\$29,826.95	\$0.00	\$29,826.95
Year 2	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	79	\$145,990.11	\$0.00	\$145,990.11
Year 2	H00001	AB4 Camera Bundle	21	\$3,929.63	\$0.00	\$3,929.63
Year 2	H00001	AB4 Camera Bundle	100	\$0.00	\$0.00	\$0.00
Year 2	H00002	AB4 Multi Bay Dock Bundle	13	\$4,570.13	\$0.00	\$4,570.13
Year 2	H00002	AB4 Multi Bay Dock Bundle	2	\$0.00	\$0.00	\$0.00
Year 2	H00004	AB4 FLEX POV HARDWARE BUNDLE	5	\$0.00	\$0.00	\$0.00
Year 2	ProLicense	Pro License Bundle	60	\$34,380.77	\$0.00	\$34,380.77
Total				\$504,777.80	\$0.00	\$504,777.80

Dec 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	\$0.00	\$0.00	\$0.00
Year 3	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	1	\$330.61	\$0.00	\$330.61
Year 3	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	\$373.06	\$0.00	\$373.06
Year 3	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$771.42	\$0.00	\$771.42
Year 3	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$40.20	\$0.00	\$40.20
Year 3	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$872.28	\$0.00	\$872.28
Year 3	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	\$8,866.95	\$0.00	\$8,866.95
Year 3	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	\$0.00	\$0.00	\$0.00
Year 3	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	6	\$321.76	\$0.00	\$321.76
Year 3	50258	AXON INTERVIEW - IO MODULE CABINET	1	\$78.70	\$0.00	\$78.70
Year 3	50265	AXON INTERVIEW - IO RED LED	3	\$22.70	\$0.00	\$22.70
Year 3	50267	AXON INTERVIEW - IO MODULE	1	\$128.04	\$0.00	\$128.04
Year 3	50298	AXON INTERVIEW - CAMERA - OVERT DOME	6	\$1,313.08	\$0.00	\$1,313.08
Year 3	50430	AXON INTERVIEW - INSTALLATION - IO MODULE CABINET 1 LED	1	\$220.41	\$0.00	\$220.41
Year 3	50431	AXON INTERVIEW - INSTALLATION - IO ADDITIONAL LED	2	\$220.41	\$0.00	\$220.41
Year 3	50448	AXON INTERVIEW - EXT WARRANTY	3	\$0.00	\$0.00	\$0.00
Year 3	50448	AXON INTERVIEW - EXT WARRANTY	3	\$931.17	\$0.00	\$931.17
Year 3	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	64	\$0.00	\$0.00	\$0.00
Year 3	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	17	\$10,097.92	\$0.00	\$10,097.92
Year 3	73618	AXON COMMUNITY REQUEST	120	\$17,218.15	\$0.00	\$17,218.15
Year 3	73618	AXON COMMUNITY REQUEST	150	\$0.00	\$0.00	\$0.00
Year 3	73680	AXON RESPOND PLUS - LICENSE	120	\$0.00	\$0.00	\$0.00
Year 3	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	120	\$12,274.88	\$0.00	\$12,274.88
Year 3	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1000	\$8,595.85	\$0.00	\$8,595.85
Year 3	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	150	\$0.00	\$0.00	\$0.00
Year 3	73746	AXON EVIDENCE - ECOM LICENSE - PRO	150	\$0.00	\$0.00	\$0.00
Year 3	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	\$0.00	\$0.00	\$0.00
Year 3	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	\$661.22	\$0.00	\$661.22
Year 3	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$440.81	\$0.00	\$440.81
Year 3	80214	AXON EVIDENCE - STORAGE - FLEET	64	\$0.00	\$0.00	\$0.00
Year 3	80397	AXON FLEET 2 - EXT WARRANTY - FLEET 2 KIT	64	\$0.00	\$0.00	\$0.00
Year 3	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	79	\$59,221.38	\$0.00	\$59,221.38
Year 3	80464	AXON BODY - TAP WARRANTY - CAMERA	150	\$0.00	\$0.00	\$0.00
Year 3	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	\$0.00	\$0.00	\$0.00
Year 3	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	2	\$0.00	\$0.00	\$0.00

Dec 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	3	\$4,926.09	\$0.00	\$4,926.09
Year 3	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	120	\$0.00	\$0.00	\$0.00
Year 3	87050	AXON EVIDENCE - FLEET VIEW XL LICENSE	64	\$0.00	\$0.00	\$0.00
Year 3	BWCUwTAP	BWC Unlimited with TAP	120	\$158,153.12	\$0.00	\$158,153.12
Year 3	F00011	BUNDLE - FLEET CRADLEPOINT R920 SINGLE MODEM KIT	79	\$29,826.95	\$0.00	\$29,826.95
Year 3	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	79	\$145,990.11	\$0.00	\$145,990.11
Year 3	H00001	AB4 Camera Bundle	21	\$3,929.63	\$0.00	\$3,929.63
Year 3	H00001	AB4 Camera Bundle	100	\$0.00	\$0.00	\$0.00
Year 3	H00002	AB4 Multi Bay Dock Bundle	13	\$4,570.13	\$0.00	\$4,570.13
Year 3	H00002	AB4 Multi Bay Dock Bundle	2	\$0.00	\$0.00	\$0.00
Year 3	H00004	AB4 FLEX POV HARDWARE BUNDLE	5	\$0.00	\$0.00	\$0.00
Year 3	ProLicense	Pro License Bundle	60	\$34,380.77	\$0.00	\$34,380.77
Total				\$504,777.80	\$0.00	\$504,777.80

Dec 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	\$0.00	\$0.00	\$0.00
Year 4	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	1	\$330.61	\$0.00	\$330.61
Year 4	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	\$373.06	\$0.00	\$373.06
Year 4	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$771.42	\$0.00	\$771.42
Year 4	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$40.20	\$0.00	\$40.20
Year 4	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$872.28	\$0.00	\$872.28
Year 4	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	\$0.00	\$0.00	\$0.00
Year 4	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	\$8,866.95	\$0.00	\$8,866.95
Year 4	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	6	\$321.76	\$0.00	\$321.76
Year 4	50258	AXON INTERVIEW - IO MODULE CABINET	1	\$78.70	\$0.00	\$78.70
Year 4	50265	AXON INTERVIEW - IO RED LED	3	\$22.70	\$0.00	\$22.70
Year 4	50267	AXON INTERVIEW - IO MODULE	1	\$128.04	\$0.00	\$128.04
Year 4	50298	AXON INTERVIEW - CAMERA - OVERT DOME	6	\$1,313.08	\$0.00	\$1,313.08
Year 4	50430	AXON INTERVIEW - INSTALLATION - IO MODULE CABINET 1 LED	1	\$220.41	\$0.00	\$220.41
Year 4	50431	AXON INTERVIEW - INSTALLATION - IO ADDITIONAL LED	2	\$220.41	\$0.00	\$220.41
Year 4	50448	AXON INTERVIEW - EXT WARRANTY	3	\$0.00	\$0.00	\$0.00
Year 4	50448	AXON INTERVIEW - EXT WARRANTY	3	\$931.17	\$0.00	\$931.17
Year 4	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	64	\$0.00	\$0.00	\$0.00
Year 4	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	17	\$10,097.92	\$0.00	\$10,097.92
Year 4	73618	AXON COMMUNITY REQUEST	150	\$0.00	\$0.00	\$0.00
Year 4	73618	AXON COMMUNITY REQUEST	120	\$17,218.15	\$0.00	\$17,218.15
Year 4	73680	AXON RESPOND PLUS - LICENSE	120	\$0.00	\$0.00	\$0.00
Year 4	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	120	\$12,274.88	\$0.00	\$12,274.88
Year 4	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1000	\$8,595.85	\$0.00	\$8,595.85
Year 4	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	150	\$0.00	\$0.00	\$0.00
Year 4	73746	AXON EVIDENCE - ECOM LICENSE - PRO	150	\$0.00	\$0.00	\$0.00
Year 4	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	\$661.22	\$0.00	\$661.22
Year 4	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	\$0.00	\$0.00	\$0.00
Year 4	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$440.81	\$0.00	\$440.81
Year 4	80214	AXON EVIDENCE - STORAGE - FLEET	64	\$0.00	\$0.00	\$0.00
Year 4	80397	AXON FLEET 2 - EXT WARRANTY - FLEET 2 KIT	64	\$0.00	\$0.00	\$0.00
Year 4	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	79	\$59,221.38	\$0.00	\$59,221.38
Year 4	80464	AXON BODY - TAP WARRANTY - CAMERA	150	\$0.00	\$0.00	\$0.00
Year 4	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	\$0.00	\$0.00	\$0.00
Year 4	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	2	\$0.00	\$0.00	\$0.00
Year 4	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	3	\$4,926.09	\$0.00	\$4,926.09

Dec 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	120	\$0.00	\$0.00	\$0.00
Year 4	87050	AXON EVIDENCE - FLEET VIEW XL LICENSE	64	\$0.00	\$0.00	\$0.00
Year 4	BWCUwTAP	BWC Unlimited with TAP	120	\$158,153.12	\$0.00	\$158,153.12
Year 4	F00011	BUNDLE - FLEET CRADLEPOINT R920 SINGLE MODEM KIT	79	\$29,826.95	\$0.00	\$29,826.95
Year 4	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	79	\$145,990.11	\$0.00	\$145,990.11
Year 4	H00001	AB4 Camera Bundle	100	\$0.00	\$0.00	\$0.00
Year 4	H00001	AB4 Camera Bundle	21	\$3,929.63	\$0.00	\$3,929.63
Year 4	H00002	AB4 Multi Bay Dock Bundle	2	\$0.00	\$0.00	\$0.00
Year 4	H00002	AB4 Multi Bay Dock Bundle	13	\$4,570.13	\$0.00	\$4,570.13
Year 4	H00004	AB4 FLEX POV HARDWARE BUNDLE	5	\$0.00	\$0.00	\$0.00
Year 4	ProLicense	Pro License Bundle	60	\$34,380.77	\$0.00	\$34,380.77
Total				\$504,777.80	\$0.00	\$504,777.80

Dec 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	\$0.00	\$0.00	\$0.00
Year 5	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	1	\$330.61	\$0.00	\$330.61
Year 5	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	\$373.06	\$0.00	\$373.06
Year 5	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$771.42	\$0.00	\$771.42
Year 5	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$40.20	\$0.00	\$40.20
Year 5	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$872.28	\$0.00	\$872.28
Year 5	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	\$0.00	\$0.00	\$0.00
Year 5	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	\$8,866.95	\$0.00	\$8,866.95
Year 5	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	6	\$321.76	\$0.00	\$321.76
Year 5	50258	AXON INTERVIEW - IO MODULE CABINET	1	\$78.70	\$0.00	\$78.70
Year 5	50265	AXON INTERVIEW - IO RED LED	3	\$22.70	\$0.00	\$22.70
Year 5	50267	AXON INTERVIEW - IO MODULE	1	\$128.04	\$0.00	\$128.04
Year 5	50298	AXON INTERVIEW - CAMERA - OVERT DOME	6	\$1,313.08	\$0.00	\$1,313.08
Year 5	50430	AXON INTERVIEW - INSTALLATION - IO MODULE CABINET 1 LED	1	\$220.41	\$0.00	\$220.41
Year 5	50431	AXON INTERVIEW - INSTALLATION - IO ADDITIONAL LED	2	\$220.41	\$0.00	\$220.41
Year 5	50448	AXON INTERVIEW - EXT WARRANTY	3	\$931.17	\$0.00	\$931.17
Year 5	50448	AXON INTERVIEW - EXT WARRANTY	3	\$0.00	\$0.00	\$0.00
Year 5	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	64	\$0.00	\$0.00	\$0.00
Year 5	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	17	\$10,097.92	\$0.00	\$10,097.92
Year 5	73618	AXON COMMUNITY REQUEST	150	\$0.00	\$0.00	\$0.00
Year 5	73618	AXON COMMUNITY REQUEST	120	\$17,218.15	\$0.00	\$17,218.15
Year 5	73680	AXON RESPOND PLUS - LICENSE	120	\$0.00	\$0.00	\$0.00
Year 5	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	120	\$12,274.88	\$0.00	\$12,274.88
Year 5	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1000	\$8,595.85	\$0.00	\$8,595.85
Year 5	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	150	\$0.00	\$0.00	\$0.00
Year 5	73746	AXON EVIDENCE - ECOM LICENSE - PRO	150	\$0.00	\$0.00	\$0.00
Year 5	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	\$661.22	\$0.00	\$661.22
Year 5	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	\$0.00	\$0.00	\$0.00
Year 5	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$440.81	\$0.00	\$440.81
Year 5	80214	AXON EVIDENCE - STORAGE - FLEET	64	\$0.00	\$0.00	\$0.00
Year 5	80397	AXON FLEET 2 - EXT WARRANTY - FLEET 2 KIT	64	\$0.00	\$0.00	\$0.00
Year 5	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	79	\$59,221.38	\$0.00	\$59,221.38
Year 5	80464	AXON BODY - TAP WARRANTY - CAMERA	150	\$0.00	\$0.00	\$0.00
Year 5	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	\$0.00	\$0.00	\$0.00
Year 5	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	2	\$0.00	\$0.00	\$0.00
Year 5	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	3	\$4,926.09	\$0.00	\$4,926.09
Year 5	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	120	\$0.00	\$0.00	\$0.00

Dec 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	87050	AXON EVIDENCE - FLEET VIEW XL LICENSE	64	\$0.00	\$0.00	\$0.00
Year 5	BWCUwTAP	BWC Unlimited with TAP	120	\$158,153.12	\$0.00	\$158,153.12
Year 5	F00011	BUNDLE - FLEET CRADLEPOINT R920 SINGLE MODEM KIT	79	\$29,826.95	\$0.00	\$29,826.95
Year 5	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	79	\$145,990.11	\$0.00	\$145,990.11
Year 5	H00001	AB4 Camera Bundle	21	\$3,929.63	\$0.00	\$3,929.63
Year 5	H00001	AB4 Camera Bundle	100	\$0.00	\$0.00	\$0.00
Year 5	H00002	AB4 Multi Bay Dock Bundle	2	\$0.00	\$0.00	\$0.00
Year 5	H00002	AB4 Multi Bay Dock Bundle	13	\$4,570.13	\$0.00	\$4,570.13
Year 5	H00004	AB4 FLEX POV HARDWARE BUNDLE	5	\$0.00	\$0.00	\$0.00
Year 5	ProLicense	Pro License Bundle	60	\$34,380.77	\$0.00	\$34,380.77
Total				\$504,777.80	\$0.00	\$504,777.80

DRAFT

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Contract 648-21 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contracts originated from Quotes: Q-222209, Q-222195 and Q-222194. They are terminating those contracts effective 9/30/2024.

The parties agree that Axon is applying a Net Transfer Credit of (\$30,972) to the quote for paid but undelivered items.

Any credits contained in this quote are contingent upon payment in full of the following amounts:

Q-317496: INUS191677 \$84,672

Q-317976: INUS191656 \$168,600

Signature

8/27/2024

Date Signed

DRAFT





AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 8.F.

DATE SUBMITTED: September 11, 2024

MEETING DATE: September 16, 2024

FROM: Maritza Magallan, Contract
Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into a Term Contract for the Purchase and Delivery of HMAC, Cold Mix, and Caliche with Synolo Materials, LLC. from Edinburg, TX **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: On August 29, 2024 the City of Pharr received a total of four (4) bids for the Purchase and Delivery of HMAC, Cold Mix, and Caliche. Synolo Materials, LLC from Edinburg TX was the lowest bidder. Staff is hereby requesting authorization to award this term contract for two(2) years with the option to extend, with City Manager approval, for three (3) additional years in one (1) year increments. - Project No. 2324-01-517-T03-117

Fiscal Consideration: N/A

Staff Recommendation: staff recommends approval

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan

Created/Initiated - 9/11/2024

Mayra Gomez

Approved - 9/12/2024

Luis Marin

Approved - 9/13/2024

Hilda Pedraza

Approved - 9/13/2024

Ricardo Rodriguez

Approved - 9/13/2024

Jamison Merrick

Approved - 9/13/2024

City Management Office

Final Approval - 9/13/2024



Pharr



BID OPENING: AUGUST 29, 2024 AT 2:00 PM

LOCATION: 1st FLOOR MEDIUM CONFERENCE ROOM

TERM CONTRACT FOR THE PURCHASE & DELIVERY OF HMAC, COLD MIX AND CALICHE (FLEXIBLE BASE)

BIDDERS:				BLADES GROUP LLC. UVALDE, TX		FRONTERA MATERIALS ELSA, TX		SYNOLO MATERIALS, LLC EDINBURG, TX		TERRA FIRMA MATERIALS EDINBURG, TX	
ITEM	DESCRIPTION	U/M	QTY	UNIT PRICE	EXTENDED	UNIT PRICE	EXTENDED	UNIT PRICE	EXTENDED	UNIT PRICE	EXTENDED
1	SECTION 02601 FLEXIBLE BASE BID ITEMS: TY F GR 3 CALICHE (DELIVERED)	TON	2,000.00	NO BID		\$27.50	\$55,000.00	\$17.75	\$35,500.00	\$29.75	\$59,500.00
2	SECTION 02601 FLEXIBLE BASE BID ITEMS: TY F GR 3 CALICHE (PICKED UP AT PLANT)	TON	2,000.00	NO BID		\$7.50	\$15,000.00	\$9.25	\$18,500.00	\$10.75	\$21,500.00
3	SECTION 02612 HOT MIX ASPHALTIC CONCRETE PAVEMENT (LIMESTONE AGGREGATE) TY D HMAC PG.64-22 (DELIVERED)	TON	1,000.00	NO BID		\$97.00	\$97,000.00	\$83.00	\$83,000.00	\$99.50	\$99,500.00
4	SECTION 02612 HOT MIX ASPHALTIC CONCRETE PAVEMENT (LIMESTONE AGGREGATE) TY D HMAC PG 76-22 (DELIVERED)	TON	1,000.00	NO BID		\$100.00	\$100,000.00	\$106.50	\$106,500.00	\$105.50	\$105,500.00
5	SECTION 02612 HOT MIX ASPHALTIC CONCRETE PAVEMENT (LIMESTONE AGGREGATE) TY D HMAC PG 64-22 (PICKED UP AT PLANT)	TON	1,000.00	NO BID		\$77.00	\$77,000.00	\$76.50	\$76,500.00	\$78.25	\$78,250.00
6	SECTION 02612 HOT MIX ASPHALTIC CONCRETE PAVEMENT (LIMESTONE AGGREGATE) TY D HMAC PG 76-22 (PICKED UP AT PLANT)	TON	1,000.00	NO BID		\$80.00	\$80,000.00	\$100.25	\$100,250.00	\$84.25	\$84,250.00
7	SECTION 02615 COLD MIX (LIMESTONE AGGREGATE TY D COLD MIX (DELIVERED)	TON	200	\$226.85	\$45,370.00	\$110.00	\$22,000.00	\$101.25	\$20,250.00	\$130.25	\$26,050.00
8	SECTION 02615 COLD MIX (LIMESTONE AGGREGATE TY D COLD MIX (PICKED UP AT PLANT)	TON	50	NO BID		\$90.00	\$4,500.00	\$94.75	\$4,737.50	\$120.00	\$6,000.00
ESTIMATED YEARLY TOTAL:				\$45,370.00		\$450,500.00		\$445,237.50		\$480,550.00	
SPECIFICATIONS (PAGE 17)				SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED	
BID FORM (PAGE 19)				SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED	
NON-COLLUSION AFFIDAVIT				SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED	
GENERAL CONDITIONS AND AGREEMENT (PAGE 22)				SUBMITTED		SUBMITTED		SUBMITTED		SUBMITTED	



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 8.G.

DATE SUBMITTED: September 12, 2024

MEETING DATE: September 16, 2024

FROM: Maria Rangel, Engineer in Training

DEPARTMENT: Engineering

DIRECTOR: Maria Rangel

Agenda Item: Consideration and action, if any, on release of Final Payment and Retainage in the amount of \$432,396.73 to International Consulting Engineers, and acceptance of the Donation Acceptance Program Fiscal Year 2015 (DAP FY 15) as complete. **This item supports IF - Infrastructure.**

Classification: Regular

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

Issue: International Consulting Engineers has completed the FY15 DAP Northbound Lanes & 2nd BSIF Exit Project. A final walk through was conducted on April 23, 2024 and improvements were completed in general compliance with the plans and specifications. - Project No. CSJ-0921-02-385/383

Fiscal Consideration: Release of Retainage Balance Owed:

Northbound Lanes: \$181,051.92

2nd BSIF Exit: \$227,205.31

Full Depth Concrete Pavement Repair: \$24,139.50

Staff Recommendation: Staff recommends approval of acceptance of the project and the release of retainage in the amount of \$432,396.73.

Alternatives: No alternatives. The contractor has completed the punch list and is waiting for final payment and retainage.

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maria Rangel

Mayra Gomez

Jamison Merrick

Ricardo Rodriguez

City Management Office

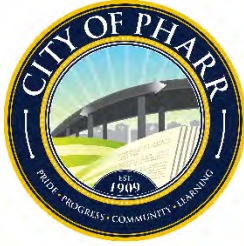
Created/Initiated - 9/12/2024

Approved - 9/12/2024

Approved - 9/13/2024

Approved - 9/13/2024

Final Approval - 9/13/2024



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 8.H.

DATE SUBMITTED: September 12, 2024

MEETING DATE: September 16, 2024

FROM: Maritza Magallan, Contract
Compliance Officer

DEPARTMENT: Purchasing

DIRECTOR: Mayra Gomez

Agenda Item: Consideration and action, if any, authorizing City Manager to negotiate and enter into a Purchase and Service Contract for a cloud-based telephone VOIP system with GoTo Communications from Boston, MA through The Interlocal Purchasing System (TIPS) No. 221003 **This item supports SE - Service Excellence.**

Classification: Regular

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

Issue: The City of Pharr would like to enter into a Purchase and Service Contract for a cloud-based telephone VOIP system with GoTo Communications from Boston, MA through The Interlocal Purchasing System (TIPS) No. 221003 for a 3-year term. Project No. 2324-01-518-S46-01

Fiscal Consideration: N/A

Staff Recommendation: Staff recommends approval

Alternatives: N/A

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Maritza Magallan

Mayra Gomez

Jose Pena

Hilda Pedraza

Ricardo Rodriguez

Jamison Merrick

City Management Office

Created/Initiated - 9/12/2024

Approved - 9/12/2024

Approved - 9/12/2024

Approved - 9/12/2024

Approved - 9/12/2024

Approved - 9/13/2024

Final Approval - 9/13/2024

Phone, Meeting, Messaging



City of Pharr

Monica Ward

monica.ward@goto.com

Monettech Consulting

Monette Garcia

9564004004

monettech.net



GoTo.com/connect

Why GoTo Connect?

The Swiss Army Knife of software

A single, consolidated platform that's driving a new wave of customer engagement.



Phone



Meeting



Messaging



Integrations



Audio Conferencing



Fax



Contact Center



Screen Sharing

Built for IT. Designed for everyone.

We give IT professionals just one system for phone, meetings and messaging, all equipped with a unified administration portal that helps you succeed.



Top-Rated Remote Desktop Software &
Top-rated Hosted VoIP Provider
Top-Rated Identity Management Solution



Best Video Conferencing Provider
Best Webinar Software
Best VOIP Provider / Leader in UCaaS



Challenger for Meeting Solutions
Challenger for UCaaS Solutions
Customers' Choice for Meeting Solutions



Gold Medals in the Company, Collaboration
& Customer Service Categories
Company of the Year



Best Customer Service
& CRM Product

Your work. Your terms.

Whichever device you and your employees choose, we make it easy to jump from phone to meeting to chat on any device, all through one application, with one secure login.





Proposal for Unified Communications Services

City of Pharr

The terms and conditions of The Interlocal Purchasing System (TIPS) CONTRACT: 221003 ELECTRONICS AND APPLIANCES, GOODS AND SERVICES January 6, 2023 to January 31, 2026 apply to your purchases in this Order and supersede our standard terms referenced above. EDGAR COMPLIANCE: Yes

Quote #: Q-843766
Service Term: 36.0 Months
Expiration Date: 10/30/24

Free Months: 4

TODAY'S TOTAL	QTY	MSRP	DISCOUNT	GOTO PRICE	TOTAL
Professional Services - Per Seat GTC Managed Install (Over 50 Licenses)	490	USD 50.00	USD 40.00	USD 10.00	USD 4,900.00
Voice Number DID Port - Configuration Fee	2,200	USD 5.00	USD 5.00	USD 0.00	USD 0.00
ESTIMATED TAXES and FEES					USD 0.00
TOTAL					USD 4,900.00

MONTHLY TOTAL	QTY	MSRP	DISCOUNT	GOTO PRICE	TOTAL
GoToConnect Standard	490	USD 22.00	USD 9.05	USD 12.95	USD 6,345.50
Interconnected VoIP, Low Usage - Monthly Charge	12	USD 12.95	USD 3.00	USD 9.95	USD 119.40
GoTo Contact Complete [Add-on]	47	USD 62.00	USD 17.00	USD 45.00	USD 2,115.00
Voice - Standard DID - Monthly Charge	2,200	USD 5.00	USD 4.75	USD 0.25	USD 550.00
Conference Device User- Monthly Service	19	USD 23.95	USD 11.00	USD 12.95	USD 246.05
Yealink T48U IP Phone PoE [Rental]	50	USD 13.29	USD 4.61	USD 8.68	USD 434.00
Attendant Console	5	USD 5.00	USD 3.00	USD 2.00	USD 10.00
Yealink T46U IP Phone w/Power Supply [Rental]	430	USD 11.83	USD 5.50	USD 6.33	USD 2,721.90
Cisco ATA 192 [Rental]	8	USD 12.27	USD 5.55	USD 6.72	USD 53.76
ESTIMATED TAXES and FEES					USD 1,450.04
TOTAL					USD 14,045.65

TODAY'S TOTAL
USD 4900.00

MONTHLY TOTAL
USD 14045.65

Over 100+ Features

Connect an office or remote workforce with the flexible tools and unified administration.



Auto Attendants

Leverage an endless number of auto attendants to create custom menu options and gain IVR functionality.



HD Video Conferencing

Host professional meetings with up to 250 attendees using screenshare and meeting recording.



Conference Bridge

Utilize an unlimited number of conference bridges across the organization.



Voicemail to Email

Listen to voicemails directly from any inbox, on any device.



Ring Groups/Queues

Route calls to the right people in the shortest amount of time — empowering the organization with call center functionality.



Mobile Apps

Make and receive calls on any iOS or Android device — turn any smartphone or tablet into an office phone.



SMS/MMS Text Messaging

Send and receive messages between teams across desktop, mobile or web with SMS/MMS available in North America.



Virtual Fax

Send and receive faxes and view them in any email box at no additional cost.



Music on Hold

Present a professional image with custom music and messaging for promotions or instructions.



In-Country Calling

Call anyone in your country free up to fair-use limits.



Global Calling

Call over 50 countries at no additional cost.



GoTo Contact

GoTo Contact is a feature-rich, cloud-based contact center solution designed to improve customer experiences, and boost sales.

Their Words, Not Ours



“We live in LA, there might be an earthquake tomorrow. We needed a system that could work from anywhere. That’s what GoTo brought to PLN. It’s centralized and in the cloud.”

Geovanni Rivas

Head of IT, Technology and Communications, Para Los Niños

“We are saving 61% in cost every time we implement GoTo Connect at one of our locations over other hosted solutions. GoTo is a vital solution for Tenet Healthcare, which we depend on more every day.”

Don Preston

Consultant for Tenet Healthcare

Other Customers



SIEMENS



Gartner

Gartner recognized GoTo as a Challenger in the 2021 Magic Quadrant for Unified Communications and Collaboration.



TrustRadius named GoTo Connect as a 2021 top rated VoIP solution.



G2 recognizes GoTo as a leading VoIP provider based on user reviews for customer satisfaction.



Before reviewing our enclosed Terms of Service, please consider this brief FAQ meant to assist you in your review.

Thank you for choosing GoTo. We know that you'll love our products. Please don't hesitate to reach out to your GoTo account representative if you have any questions that this document doesn't address. We look forward to doing business with you.

What is GoTo?	GoTo is an online subscription-based cloud software suite for businesses to deploy remote IT and communications support. We offer off-the-shelf Software-as-a-Service applications that are designed to be implemented easily, with little to no configuration.
Do we process your data?	Yes, GoTo <i>is</i> considered a data processor under applicable privacy laws. For any data you choose to store with us while using our services, the kind and amount of data we process is largely within your control and you retain ownership of it. We have more detailed information around data processing on our Trust Center and provide a GDPR-compliant Data Processing Addendum (DPA) for e-signature at your convenience.
Do we use subcontractors?	Yes, for some parts of the business. Like most cloud providers, we use co-location facilities for cloud hosting and work with third parties to assist with things like traffic management and special features or functionality. Any subcontractors we use (including sub-processors) are held to the same standards we hold ourselves. For a current list, check out our Sub-Processor Disclosures and sign up to receive notifications of any changes.
What's GoTo's uptime?	GoTo's operational status is always listed on our Status Page , where service availability is tracked.
Do we provide technical support?	Yes, technical support for GoTo is provided at no additional charge in accordance with https://support.goto.com/ . Upgraded support may be provided if purchased. Your account manager can provide further details if needed.
Are professional services offered?	Yes, we offer professional services to customers who may require implementation, configuration, and other onboarding assistance. Details on our professional services offerings can be provided by your account manager. GoTo retains all IP to our offerings, including any configurations and custom deployments. We don't do any customized development.
Do we negotiate our service terms?	We really try to avoid it. Our terms are written specifically for the services we deliver and consider the infrastructure and business model we provide; veering too far from the standard deteriorates our value proposition as a cloud vendor. We've compared our terms to other reputable SAAS vendors, so we're very confident in them. As a strategic customer, you may suggest limited edits on behalf of your company for our consideration, by redlining the attached and remaining mindful of the above points. Please keep in mind that significant redlines may slow down the purchase process, so we encourage you to focus on only edits that are critical and relevant to your relationship with us as a SAAS vendor.
If we negotiate, do we consider customer contract templates?	No, because the best template is the one that will start the negotiations closest to the finish line. Experience has taught us that leveraging any contract forms other than our own results in inefficiencies and protracted discussions, largely because a customer template typically is a "one size fits all" document, casting a wide net to cover a broad spectrum of service providers. GoTo's materials are fair and balanced and account for the methods and means by which we provision, support, maintain, and secure our offerings; we cannot accommodate customer-specific requirements that deteriorate our ability to deliver a cloud platform that is universally accessible to all users. By using our template, we can commit to a faster turnaround time.



TERMS OF SERVICE

This is a legal agreement between the person or organization ("**Customer**" or "**you**") agreeing to these Terms of Service ("**Terms**") and the applicable contracting entities at <https://www.goto.com/company/legal/contracting-entities> ("**GoTo**," "**us**," or "**we**"). By accepting these Terms, signing an Order, or using the Services, you represent that you are of legal age and have the authority to bind the Customer to: (i) the Order; (ii) these Terms; (iii) the "**Service Descriptions**" available at <https://www.goto.com/company/legal/service-descriptions>; (iv) the country-specific "**Regional Supplement**" available at <https://www.goto.com/company/legal/regional-supplement>, if any; and (v) the Professional Services Terms and Conditions available at <https://www.goto.com/company/legal/professional-services-terms>, in each case, as applicable (collectively the "**Agreement**").

1. **ACCESS AND USE OF THE SERVICES.**

1.1. **Right to Use Services.** You agree to use the Services in accordance with the use levels by which we measure, price, and offer our Services as posted on our websites, your Order, or the Service Descriptions ("**Use Levels**"). You may use our Services only as permitted in these Terms, and you acknowledge our Privacy Policy at <https://www.goto.com/company/legal/privacy>, which is incorporated by reference. We grant you a limited right to use our Services only for business and professional purposes. Technical support for the Services is described in the Service Descriptions. If your affiliates use our Services, you warrant that you have the authority to bind those affiliates and you will be liable if your affiliates do not comply with the Agreement. "**Service(s)**" means our software-as-a-service offerings and our audio services (including any related hardware, which are offered by LogMeIn Ireland Unlimited Company, LogMeIn Audio, LLC, Grasshopper Group LLC, or LogMeIn Communications, Inc., or their subsidiaries, our telecommunications providers responsible for the rates and terms relating to the respective audio services). The Service Descriptions are incorporated into these Terms. You understand that your personal data may be processed in connection with your use of our Services, software, and websites which are provided via equipment and resources located in the United States and other locations throughout the world.

1.2. **Limitations on Use.** By using our Services, you agree on behalf of yourself, your users and your attendees, not to (i) modify, prepare derivative works of, or reverse engineer, our Services; (ii) knowingly or negligently use our Services in a way that abuses or disrupts our networks, user accounts, or the Services; (iii) transmit through the Services any harassing, indecent, obscene, or unlawful material; (iv) market, or resell the Services to any third party; (v) use the Services in violation of applicable laws, or regulations; (vi) use the Services to send unauthorized advertising, or spam; (vii) harvest, collect, or gather user data without their consent; (viii) transmit through the Services any material that may infringe the intellectual property, privacy, or other rights of third parties; or (ix) use the Services to commit fraud or impersonate any person or entity.

1.3. **Changes to Services.** We reserve the right to enhance, upgrade, improve, or modify features of our Services as we deem appropriate and in our discretion. We will not materially reduce the core functionality (as set forth in the [Service Descriptions](#)) or discontinue any Services unless we provide you with prior written notice. We may offer additional functionality to our standard Services or premium improvements for an additional cost.

1.4. **Proprietary Rights and GoTo Marks.** You acknowledge that we or our licensors retain all proprietary right, title and interest in the Services, our name, logo or other marks (together, the "**GoTo Marks**"), and any related intellectual property rights, including, without limitation, all modifications, enhancements, derivative works, and upgrades thereto. You agree that you will not use or register any trademark, service mark, business name, domain name or social media account name or handle which incorporates in whole or in part the GoTo Marks or is similar to any of these. You agree to comply with our Branding Guidelines, available at <https://www.goto.com/company/legal/trademark>, which are incorporated into this Agreement by reference.

2. **ORDERS, FEES AND PAYMENT.**

2.1. **Orders.** You may order Services using our then-current ordering processes ("**Order**"). All Orders are effective on the earlier of (i) the date you submit your Order, or (ii) the date on the signature block of the Order ("**Effective Date**"). Acceptance of your Order may be subject to our verification and credit approval process. Each Order shall be treated as a separate and independent Order. A Purchase Order is required for non-credit card transactions over 25,000 USD, or equivalent, unless Customer does not require a Purchase Order as part of its purchasing process.

2.2. **Fees and Payment.** You agree to pay all applicable, undisputed fees for the Services on the terms set forth in this Agreement or your invoice. Except as set forth in Section 3.3 below or in the Service Descriptions, any and all payments you make to us for access to the Services are final and non-refundable. You are responsible for all fees and charges you incur to your other service providers (e.g. your broadband and internet provider) in connection with your use of the Services. You are responsible for providing accurate and current billing, contact and payment information to us or any reseller. You agree that we may charge your



payment card or bill you for all amounts due for your use of the Services, and we may take steps to update your payment card information (where permitted) to ensure that payment can be processed. You agree that your credit card information and related personal data may be provided to third parties for payment processing and fraud prevention purposes. We may, where permitted by applicable law, suspend or terminate your Services if at any time we determine that your payment information is inaccurate or not current, and you are responsible for fees and overdraft charges that we may incur when we charge your card for payment. We will not agree to submit invoices via any customer procure-to-pay online portal or Electronic Data Interchange (EDI) portals. We reserve the right to update the price for Services at any time after your Initial Term, and price changes will be effective as of your next billing cycle. In accordance with applicable law, we will notify you in a timely manner of any price changes by publishing on our website, emailing, quoting, or invoicing you.

2.3. **Sales, Promotional Offers, Coupons and Pricing.** Sales, promotions and other special discounted pricing offers are temporary and, upon the renewal of your subscription, any such discounted pricing offers may expire. We reserve the right to discontinue or modify any coupons, credits, sales, and special promotional offers in our sole discretion.

2.4. **Disputes; Delinquent Accounts.** You must notify us of any fee dispute within 15 days of the invoice date, and once resolved, you agree to pay those fees within 15 days. We may, on notice to you, suspend or terminate your Services if you do not pay undisputed fees, and you agree to reimburse us for all reasonable costs and expenses incurred in collecting undisputed delinquent amounts.

2.5. **Taxes and Withholding.** You are responsible for all applicable sales, services, value-added, goods and services, withholding, tariffs, Universal Services Fund (USF) fees or any other similar fees as may be applicable in the location in which the Services are being provided (if applicable to the Audio Services only) and similar taxes or fees (collectively, “**Taxes and Fees**”) imposed by any government entity or collecting agency based on the Services, except those Taxes and Fees based on our net income, or Taxes and Fees for which you have provided an exemption certificate. In all cases, you will pay the amounts due under this Agreement to us in full without any right of set-off or deduction.

3. **TERM AND TERMINATION.**

3.1. **Term.** The initial term commitment for your purchase of Services will be as specified on an Order (“**Initial Term**”) and begins on the Effective Date. After the Initial Term, the Services will automatically renew for subsequent terms (“**Renewal Terms**”), unless otherwise specified in an Order or the [Service Description](#) for a particular Service, or unless either party provides notice of non-renewal at least 30 days before the current term expires. Each Renewal Term will be equivalent in length to the then-expiring subscription term, unless otherwise specified by GoTo at the time of renewal. You may provide notice of non-renewal for each Service you do not wish to renew at <https://support.goto.com/contactus>. We may agree to align the invoicing under multiple Orders, but this will not reduce the term of any Order. Terminating specific Services does not affect the term of any other Services still in effect. If we permit you to reinstate Services at any time after termination, you agree that you will be bound by the then-current Terms and the renewal date that was in effect as of the effective termination date.

3.2. **Termination for Cause.** Either party may terminate the Agreement (i) if the other party breaches its material obligations and fails to cure within 30 days of receipt of written notice, or (ii) where permitted by applicable law, if the other party becomes insolvent or bankrupt, liquidated or is dissolved, or ceases substantially all of its business, and we may suspend access or terminate immediately if you breach [Section 1.2, 4.1, 4.3, or 5](#).

3.3. **Effect of Termination.** If the Agreement or any Services are terminated, your account may be converted to a “free” or “basic” version of the Service, if available, at our discretion. Otherwise, you will immediately discontinue all use of the terminated Services, except that upon request, we will provide you with limited access to the Services for a period not to exceed 30 days, solely to enable you to retrieve your Content from the Services. We have no obligation to maintain your Content after that period. To the extent permitted by applicable law, neither party will be liable for any damages resulting from termination of the Agreement, and termination will not affect any claim arising prior to the effective termination date. If we discontinue Services or materially reduce the core functionality in accordance with Section 1.3 above, the related Order will be terminated, and we will provide you with a pro rata refund of any prepaid, unused fees. You agree to pay for any use of the Services past the date of expiration or termination which have not been converted to a free version of the Service.

3.4. **Survival.** The provisions of [Sections 2](#) (Orders, Fees and Payment), [3.3](#) (Effect of Termination), [4](#) (Your Content and Accounts), [7](#) (Indemnification), [8](#) (Limitation on Liability), [9.5](#) (No Class Actions), [9.10](#) (Notices), and [9.14](#) (Contracting Party, Choice of Law and Location for Resolving Disputes) survive any termination of the Agreement.

4. **YOUR CONTENT AND ACCOUNTS.**

4.1. **Your Content.** You retain all rights to your Content (defined below) and we do not own or license your Content. We may use, modify, reproduce, and distribute your Content in order to provide and operate the Services. You warrant that (i) you



have the right to upload or otherwise share Content with us, and (ii) your uploading or processing of your Content in the context of our Services does not infringe on any rights of any third party. Each party agrees to apply reasonable technical, organizational, and administrative security measures to keep Content protected in accordance with industry standards. We will not view, access or process any of your Content, except: (x) as authorized or instructed by you or your users in this Agreement or in any other agreement between the parties, or (y) as required to comply with our policies, applicable law, or governmental request. “**Content**” means any files, documents, recordings, chat logs, transcripts, and similar data that we maintain on your or your users’ behalf, as well as any other information you or your users may upload to your Service account in connection with the Services.

4.2. **Your Privacy and Security.** We maintain a global privacy and security program designed to protect your Content and any associated personal data we may collect and/or process on your behalf. You can visit our Trust & Privacy Center (<https://www.goto.com/company/trust>) to review applicable data processing locations and Sub-Processor Disclosures, as well as Service-specific information about our technical and organizational security measures (located in the Technical and Organizational Measures or “TOMs” documentation). When providing our Services, we act as a data processor, service provider, or the equivalent construct. To review and execute our Data Processing Addendum (“DPA”), please visit www.goto.com/company/legal.

4.3. **Your Accounts.** You are solely responsible for (i) all use of the Services by you and your users, (ii) maintaining lawful basis for the collection, use, processing and transfer of Content, and (iii) providing notices or obtaining consent as legally required in connection with the Services. We do not send emails asking for your usernames or passwords, and to keep your accounts secure, you should keep all usernames and passwords confidential. We are not liable for any loss that you may incur if a third party uses your password or account. We may suspend the Services or terminate the Agreement if you, your users, or attendees are using the Services in a manner that is likely to cause harm to us or if we have reasonable grounds for suspecting any illegal, fraudulent, or abusive activity on your part. You agree to notify us immediately and terminate any unauthorized access to the Services or other security breach.

5. **COMPLIANCE WITH LAWS.** In connection with the performance, access and use of the Services under the Agreement, each party agrees to comply with all applicable laws, rules and regulations including, but not limited to export, privacy, and data protection laws and regulations. Each party represents that it is not named on any U.S. government denied-party list. Further, Customer shall not permit its users to access or use any Service or Content in a U.S. embargoed country or in violation of any U.S. export law or regulation. If necessary and in accordance with applicable law, we will cooperate with local, state, federal and international government authorities with respect to the Services. Notwithstanding any other provision in these Terms, we may immediately terminate the Agreement for noncompliance with applicable laws.

6. **WARRANTIES.** WE WARRANT THAT THE SERVICES WILL CONFORM TO THE SERVICE DESCRIPTIONS UNDER NORMAL USE. WE DO NOT REPRESENT OR WARRANT THAT (i) THE USE OF OUR SERVICES WILL BE TIMELY, UNINTERRUPTED OR ERROR FREE, OR OPERATE IN COMBINATION WITH ANY SPECIFIC HARDWARE, SOFTWARE, SYSTEM OR DATA, (ii) OUR SERVICES WILL MEET YOUR REQUIREMENTS, OR (iii) ALL ERRORS OR DEFECTS WILL BE CORRECTED. USE OF THE SERVICES IS AT YOUR SOLE RISK. OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY UNDER THIS WARRANTY WILL BE, AT OUR SOLE OPTION AND SUBJECT TO APPLICABLE LAW, TO PROVIDE CONFORMING SERVICES, OR TO TERMINATE THE NON-CONFORMING SERVICES OR THE APPLICABLE ORDER, AND PROVIDE A PRO-RATED REFUND OF ANY PREPAID FEES FROM THE DATE YOU NOTIFY US OF THE NON-CONFORMANCE THROUGH THE END OF THE REMAINING TERM. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES AND CONDITIONS, THEREFORE SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO CUSTOMERS LOCATED IN THOSE JURISDICTIONS.

7. **INDEMNIFICATION.** You will indemnify and defend us against any third-party claim resulting from a breach of Section 1.2, 4.1 or 4.3, or alleging that any of your Content infringes upon any patent or copyright, or violates a trade secret of any party, and you agree to pay reasonable attorney’s fees, court costs, damages finally awarded, or reasonable settlement costs with respect to any such claim. We will promptly notify you of any claim and cooperate with you in defending the claim. You will reimburse us for reasonable expenses incurred in providing any cooperation or assistance. You will have full control and authority over the defense and settlement of any claim, except that: (i) any settlement requiring us to admit liability requires prior written consent, not to be unreasonably withheld or delayed, and (ii) we may join in the defense with our own counsel at our own expense.

8. **LIMITATION ON LIABILITY.**

8.1. **LIMITATION ON INDIRECT LIABILITY.** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL LOSS, EXEMPLARY OR OTHER SUCH



DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING OUT OF OR RELATING TO: (i) LOSS OF DATA, (ii) LOSS OF INCOME, (iii) LOSS OF OPPORTUNITY, (iv) LOST PROFITS, OR (v) COSTS OF RECOVERY, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR VIOLATION OF STATUTE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY.

8.2. **LIMITATION ON AMOUNT OF LIABILITY.** EXCEPT FOR [YOUR BREACH OF SECTIONS 1.2, 4.1, OR 4.3 AND YOUR INDEMNIFICATION OBLIGATIONS](#), AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY AND THEIR RESPECTIVE LICENSORS AND SUPPLIERS ARISING OUT OF THIS AGREEMENT IS LIMITED TO THE SUM OF THE AMOUNTS PAID FOR THE APPLICABLE SERVICE DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY. THE FOREGOING DOES NOT LIMIT YOUR OBLIGATIONS TO PAY ANY UNDISPUTED FEES AND OTHER AMOUNTS DUE UNDER ANY ORDER.

9. **ADDITIONAL TERMS.**

9.1. **Free Services and Trials.** Your right to access and use any free Services is not guaranteed for any period of time and we reserve the right, in our sole discretion, to limit or terminate your use of any free versions of any Services by any individual or entity. If you are using the Services on a trial or promotional basis ("**Trial Period**"), your Trial Period and access to the Services will terminate (i) at the end of the Trial Period stated in your Order, or (ii) if no date is specified, 30 days after your initial access to the Services, (iii) or upon your conversion to a subscription. During the Trial Period, to the extent permitted by law, we provide the Services "AS IS" and without warranty or indemnity, and all other terms otherwise apply. We may modify or discontinue any trials or promotions at any time without notice.

9.2. **Third-Party Services and Features.**

9.2.1. Services may provide the capability for you to link to or integrate with third-party sites or applications separately accessed by you and not purchased from us. We are not responsible for and do not endorse such services. You have sole discretion whether to purchase or connect to any third-party services and your use is governed solely by the terms for those services.

9.2.2. Any third-party services we have sold to you are subject to this Agreement, including any additional terms specific to those services that may be set forth in the [Service Descriptions](#). Unless otherwise specified in the Service Descriptions, we and our contractors, suppliers, and licensors disclaim all warranties, express or implied, and all liability for any third-party services we have sold to you.

9.2.3. Any third-party artificial intelligence (AI) features you choose to enable or use in the Services are subject to the [AI Terms](#).

9.3. **Beta Services.** We may offer you access to beta services that are being provided prior to general release, but we do not make any guarantees that these services will be made generally available ("**Beta Services**"). You understand and agree that the Beta Services may contain bugs, errors, and other defects, and use of the Beta Services is at your sole risk. You acknowledge that your use of Beta Services is on a voluntary and optional basis, and we have no obligation to provide technical support and may discontinue provision of Beta Services at any time in our sole discretion and without prior notice to you. These Beta Services are offered "AS-IS", and to the extent permitted by applicable law, we disclaim any liability, warranties, indemnities, and conditions, whether express, implied, statutory, or otherwise. If you are using Beta Services, you agree to receive related correspondence and updates from us and acknowledge that opting out may result in cancellation of your access to the Beta Services. If you provide feedback ("**Feedback**") about the Beta Service, you agree that we own any Feedback that you share with us. For the Beta Services only, these Terms supersede any conflicting terms and conditions in the Agreement, but only to the extent necessary to resolve conflict.

9.4. **Copyright.** If you believe that our Services have been used in a way that constitutes copyright infringement, you should follow the process outlined here: <https://www.goto.com/company/legal/dmca>.

9.5. **No Class Actions.** You may only resolve disputes with us on an individual basis and you agree not to bring or participate in any class, consolidated, or representative action against us or any of our employees or affiliates.

9.6. **Security Emergencies.** If we reasonably determine that the security of our Services or infrastructure may be compromised due to hacking attempts, denial of service attacks, or other malicious activities, we may temporarily suspend the Services and we will take action to promptly resolve any security issues. We will notify you of any suspension or other action taken for security reasons.



9.7. **High-Risk Use.** You understand that the Services are not designed or intended for use during high-risk activities which include, but are not limited to use in hazardous environments requiring fail-safe controls, weapons systems, aircraft navigation, control, or communications systems, and/or life support systems.

9.8. **Recording.** Certain Services provide functionality that allows you to record audio and data shared during sessions. You are solely responsible for complying with all applicable laws in the relevant jurisdictions while using recording functionality. We disclaim all liability for your recording of audio or shared data, and you agree to hold us harmless from damages or liabilities related to the recording of any audio or data.

9.9. **Assignment.** Neither party may assign its rights or delegate its duties under the Agreement either in whole or in part without the other party's prior written consent, which shall not be unreasonably withheld, except that either party may assign the Agreement to an affiliated entity, or as part of a corporate reorganization, consolidation, merger, acquisition, or sale of all or substantially all of its business or assets to which this Agreement relates. Any attempted assignment without consent will be void. The Agreement will bind and inure to the benefit of each party's successors or assigns.

9.10. **Notices.** Notices must be sent by personal delivery, overnight courier or registered or certified mail. We may also provide notice to the email last designated on your account, electronically via postings on our website, in-product notices, or our self-service portal or administrative center. Unless specified elsewhere in this Agreement, notices should be sent to us at the address for your applicable contracting entity, with a copy to our Legal Department, 333 Summer Street, Boston, Massachusetts 02210 USA, and we will send notices to the address last designated on your account. Notice is given (a) upon personal delivery; (b) for overnight courier, on the second business day after notice is sent, (c) for registered or certified mail, on the fifth business day after notice is sent, (d) for email, when the email is sent, or (e) if posted electronically, upon posting.

9.11. **Regional Terms.** If you are located in regions outside the United States and are purchasing our GoToConnect Services, additional terms specific to your region (as set forth in our Regional Supplement at <https://www.goto.com/company/legal/regional-supplement>) shall apply to your use of the Services and shall be considered part of these Terms.

9.12. **Entire Agreement; Order of Precedence.** The Agreement, including any applicable DPA, sets forth the entire agreement between you and GoTo relating to the Services and supersedes all prior and contemporaneous oral and written agreements, except as otherwise permitted. If there is a conflict between an executed Order, a country-specific Regional Supplement, these Terms, the DPA, and the Service Descriptions, in each case, as applicable, the conflict will be resolved in that order, but only for the specific Services described in the applicable Order. Nothing contained in any document submitted by you will add to or otherwise modify the Agreement. We may update the Terms from time to time, which will be identified by the last updated date, and may be reviewed at <https://www.goto.com/company/legal/terms-and-conditions>. Your continued access to and use of the Services constitutes your acceptance of the then-current Terms.

9.13. **General Terms.** If any term of this Agreement is not enforceable, this will not affect any other terms. Both parties are independent contractors and nothing in this Agreement creates a partnership, agency, fiduciary or employment relationship between the parties. No person or entity not a party to the Agreement will be a third-party beneficiary. Our authorized distributors do not have the right to modify the Agreement or to make commitments binding on us. Failure to enforce any right under the Agreement will not waive that right. Unless otherwise specified, remedies are cumulative. The Agreement may be agreed to online or executed by electronic signature and in one or more counterparts. No party will be responsible for any delay or failure to perform under the Agreement due to force majeure events (e.g. natural disasters; terrorist activities, activities of third-party service providers, labor disputes; and acts of government) and acts beyond a party's reasonable control, but only for so long as those conditions persist.

9.14. **Contracting Party, Choice of Law and Location for Resolving Disputes.** The GoTo contracting entity, contact information, and governing law for your use of the Services will depend on where you are and the specific Services you have ordered, as set forth here: <https://www.goto.com/company/legal/contracting-entities>.

Last Updated: January 2024 (2024.v1.0)

TIPS VENDOR AGREEMENT

Between GoTo Communications and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RFP 221003 Electronics, Appliances and Associated Goods and Services

General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter "TIPS") a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 and the TIPS Vendor. This Agreement consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order ("PO"), Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

Terms and Conditions

Freight

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge", "\$0", "included in price" or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award. Shipping method is determined by the vendor and the Member/Customer at the time of the quote/purchase by the Member/Customer and satisfactory shipping methods and costs are agreed upon at that time.

Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal ("RFP") category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements

Agreements for purchase will normally be put into effect by means of a contract, agreement, or purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion. Vendor accepts and understands that when a purchase order or similar purchase document is sent from a customer through TIPS to the Vendor, TIPS is recording the purchase and verifying whether the purchase is within the parameters of the TIPS Contract only. Vendor agrees that TIPS is not a legal party to the purchase order or similar purchase document and TIPS is not responsible for identifying fraud, mistakes, or misrepresentations for the specific order. Vendor agrees that any purchase order or similar purchase document issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. A Vendor that accepts a purchase order or similar purchase document and fulfills an order, even when processed through TIPS, is representing that the vendor has carefully reviewed the purchase order or similar purchase document for legality, authenticity, and accuracy.

Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company, where permitted by TIPS.

Disclosures

- Vendor and TIPS affirm that they, or any authorized employees or agents, have not given, offered to give, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Term of Agreement and Renewals

The Agreement with TIPS is for approximately three years with an option for renewal for an additional one consecutive year. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term in writing. TIPS may or may not exercise some or all of the available extension(s) provided in the original solicitation beyond the base three-year term. Whether or not to offer some

or all of the extension is at the sole discretion of TIPS.

“Start Date” for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement “term” calculation purposes only, the Agreement “Start Date” is the last day of the month that “Award Notifications” are anticipated as published in the Solicitation.

Example: *In this example, if the anticipated “Award Date” published in the Solicitation is May 22, 2022, but extended negotiations delay award until June 27, 2022, the end date of the resulting initial “three-year” term, (which is subject to an extension(s)) will still be May 31, 2025 for purposes of this example.*

“Termination Date”: The scheduled Agreement “termination date” shall be the last day of the month of the month of the original solicitation’s anticipated “Award Date” plus three years.

Example: *In this example, if the original term is approximately three years, and the solicitation provides an anticipated award date of May 22, 2022, the expiration date of the original three-year term shall be May 31, 2025 for purposes of this example.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires unless otherwise specified.

Example Following the Previous Example: *In this example, if TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2026 unless otherwise specified.*

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

Each invoice or pay request shall include the Vendor’s TIPS Contract number, the TIPS Member’s purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the

shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing

Price increases will be honored according to the terms of the solicitation and vendor proposal. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

Participation Fees and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller, or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to properly report or render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the

six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the Vendor hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and

should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

Licenses

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (*only when applicable to service or job*)

Cleanup: When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures

Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor

shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

Marketing

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

Supplemental Agreements

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding Vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non- compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to Vendors Contract Information

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor's Resellers as Related to This Agreement

Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller as the law allows.

Support Requirements

If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserve the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation

The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same, and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

STATUTORY REQUIREMENTS

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor’s letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX, 75686
And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

General Liability	\$1,000,000 each Occurrence/ Aggregate
Automobile Liability	\$300,000 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
Umbrella Liability	\$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor’s policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor’s required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor’s responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.

- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

RFP 221003 Electronics, Appliances and Associated Goods and Services

Company Name GoTo Communications

Address 333 Summer Street

City Boston State MA Zip 02210

Phone 1-800-993-1790 Fax 1-781-998-7792

Email of Authorized Representative kurt.snodgrass@goto.com

Name of Authorized Representative Steve Boss

Title AVP of North American Sales

Signature of Authorized Representative _____

Date 11/16/22

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature David Wayne Fitts

Approved by ESC Region 8 David Wayne Fitts

Date 1/26/2023



221003

**GoTo Communications, Inc.
Supplier Response**

Event Information

Number: 221003
Title: Electronics, Appliances and Associated Goods and Services
Type: Request for Proposal
Issue Date: 10/6/2022
Deadline: 11/17/2022 03:00 PM (CT)
Notes:

IF YOU CURRENTLY HOLD TIPS CONTRACT 191003 ELECTRONICS AND APPLIANCES, GOODS AND SERVICES ("191003"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR ELECTRONIC/APPLIANCE OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 191003.

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 191003 WHICH COVERS ALL OF YOUR ELECTRONIC/APPLIANCE OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS CONTRACT UNLESS YOU PREFER TO HOLD BOTH CONTRACTS.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

GoTo Communications, Inc. Information

Contact: Kurt Snodgrass
Address: 2570 West 600 North
Lindon, UT 84042
Phone: (781) 850-1433
Fax: (781) 850-1433
Toll Free: (866) 768-5429
Email: kurt.snodgrass@goto.com
Web Address: www.jive.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Kurt A. Snodgrass

Signature

kurt.snodgrass@goto.com

Email

Submitted at 11/16/2022 02:29:01 PM (CT)

Requested Attachments

Agreement Signature Form

221003 Agreement Signature Form.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

All Other Certificates

No response

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Pricing Form 2

221003 Pricing Form 2 (GoTo).xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Reference Form

221003 Reference_Form.xls

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

Proposed Goods and Services

Proposed Goods and Services.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

D/M/WBE Certification OPTIONAL

No response

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Warranty

Warranty.pdf

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Vendor Agreement

221003 Vendor Agreement.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.
DO NOT UPLOAD encrypted or password protected files.

Pricing Form 1

221003 Pricing Form 1 (GoTo).xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Supplementary

Supplementary.pdf

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

No response

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Certification of Corporate Offerer Form- COMPLETE ONLY IF OFFERER IS A CORPORATION

CERTIFICATION OF CORPORATE OFFERER FORM.pdf

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Disclosure of Lobbying Activities Standard Form LLL

No response

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Confidentiality Claim Form

221003 CONFIDENTIALITY CLAIM FORM.pdf

REQUIRED CONFIDENTIALITY FORM. PLEASE READ CAREFULLY AND FOLLOW THE INSTRUCTIONS. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Current W-9 Tax Form

W-9 GoTo Communications, Inc._DocuSigned (Payment Remittance Info).pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

Bid Attributes

1	Yes - No Disadvantaged/Minority/Women Business Enterprise - D/M/WBE/Federal HUBZone (Required by some participating governmental entities). Vendor certifies that their firm is a D/M/WBE or HUBZone? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section. NO
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2 Yes - No

Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <https://comptroller.texas.gov/purchasing/vendor/hub/>.

Proof may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.

3 Yes - No

The Vendor can provide services and/or products to all 50 US States?

4 States Served:

If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)

5 Company and/or Product Description:

This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)

6 Primary Contact Name

Primary Contact Name

7 Primary Contact Title

Primary Contact Title

8 Primary Contact Email

Primary Contact Email

9 Primary Contact Phone

Enter 10 digit phone number. (No dashes or extensions)

Example: 8668398477

10 Primary Contact Fax

Enter 10 digit phone number. (No dashes or extensions)

Example: 8668398477

1 1	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 4059199113
1 2	Secondary Contact Name Secondary Contact Name Kayly Shelton Snyder
1 3	Secondary Contact Title Secondary Contact Title Senior RFP Analyst
1 4	Secondary Contact Email Secondary Contact Email kayly.shelton@goto.com
1 5	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 4053552559
1 6	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 No response
1 7	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 23
1 8	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. Kurt Snodgrass
1 9	Admin Fee Contact Email Admin Fee Contact Email kurt.snodgrass@goto.com

20

Admin Fee Contact Phone

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

21

Purchase Order Contact Name

Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.

22

Purchase Order Contact Email

Purchase Order Contact Email

23

Purchase Order Contact Phone

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

24

Company Website

Company Website (Format - www.company.com)

25

Entity D/B/A's and Assumed Names

Please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the legal name under which you responded to this solicitation unless you organize otherwise with TIPS after award.

26

Primary Address

Primary Address

27

Primary Address City

Primary Address City

28

Primary Address State

Primary Address State (2 Digit Abbreviation)

29

Primary Address Zip

Primary Address Zip

3
0**Search Words:**

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

3
1**Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?**

Most of our members receive Federal Government grants or other funding and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200, etc. Your answers will determine if your award will be designated as eligible for TIPS Members to utilize federal funds with your company.

Do you want TIPS Members to be able to spend Federal funds, at the Member's discretion, with you?

3
2**Yes - No**

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS.

3
3**Company Residence (City)**

Vendor's principal place of business is in the city of?

3
4**Company Residence (State)**

Vendor's principal place of business is in the state of?

3 5 Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION

Remember this is a **MINIMUM** discount percentage. So, be sure that the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGHOUT THE LIFE OF THE CONTRACT.

CAUTION: BE CERTAIN YOU CAN HONOR THIS **MINIMUM** DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

What is the **MINIMUM** percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Please note that any specific greater discount offered for a particular product, brand, or service listed in Vendor's proposal will control and Vendor will be required to honor that greater specific discount, in excess of the minimum discount, for that particular product, brand, or service for the life of the contract.

Must answer with a number between 0% and 100%.

3 6 MINIMUM Discount Term

Does the vendor agree to at least offer, for the life of the Agreement, the Minimum Discount Percentage off list or catalog proposed by Vendor in response to the Attribute entitled "Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION"? TIPS will utilize this response to satisfy the Long Term Cost scoring evaluation criteria. A "YES" answer will be awarded the maximum 10 points for this criterion out of the 100 total points and a "NO" answer is awarded 0 points.

3 7 Yes - No

If awarded on this TIPS Contract, for the duration of the Contract, Vendor agrees to provide, upon request, their then current catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on Vendor's TIPS Contract.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for inspection by a customer during the purchase process;
- C. to which the minimum discount proposed by the proposing Vendor may be applied.

3
8**TIPS Administration Fee**

By submitting a proposal, Vendor agrees to remit to TIPS the required TIPS Administration Fee, as designated in the solicitation or as otherwise agreed in writing. If Authorized Resellers are named, Vendor agrees to guarantee remittance of the TIPS Administration fee by or for the Authorized Reseller. TIPS/ESC Region 8 is required by Texas Government Code Section 791 to be compensated for its work. Thus, submission of this proposal requires agreement to this term.

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9**TIPS Administration Fee Paid by Vendor - Not Charged to Customer**

Vendor understands and agrees that it owes TIPS a TIPS Administration Fee (published in the RFP/RCSP document) on every TIPS sale made under an awarded TIPS Contract. Vendor further understands and agrees that Vendor shall submit pricing with this proposal which includes and accounts for the TIPS Administration Fee and **shall never** separately charge the TIPS Member Customer the TIPS fee or add the TIPS Administration Fee line item to an invoice or similar purchase document. Submission of this proposal is Vendor's certification that Vendor agrees to this mandatory term.

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0**Additional Discounts?**

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

4
1**Years in Business as Proposing Company**

Years in business as proposing company?

4
2**Resellers:**

Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.

EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.

(If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award).

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3**Right of Refusal**

The proposing vendor has the right not to sell under the awarded agreement with a TIPS member at vendor's discretion unless required by law.

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NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the Bidder certifies that:

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor:
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

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CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.
The Form CIQ is one of the attachments to this solicitation.

There is an optional upload for this form provided if you have a conflict and must file the form

No

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Filing of Form CIQ

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

No response

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Regulatory Standing

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

Yes

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Regulatory Standing

Regulatory Standing explanation of no answer on previous question.

No response

Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that:

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Suspension or Debarment Instructions

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

☒ Yes, I certify (Yes)

2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

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2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

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2 CFR PART 200 Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

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2 CFR PART 200 Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of

an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

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7**2 CFR PART 200 Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

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8**2 CFR PART 200 Federal Rule**

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$250,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

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9**2 CFR PART 200 Procurement of Recovered Materials**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

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2 CFR PART 200 Rights to Inventions

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor agree?

Yes

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2 CFR PART 200 Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree?

Yes

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2 **2 CFR PART 200 Ban on Foreign Telecommunications**

Federal grant funds may not be used to purchase equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree?

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3 **2 CFR PART 200 Contract Cost & Price**

For contracts more than the simplified acquisition threshold currently set at \$250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor’s TIPS pricing and pricing terms proposed.

Does Vendor Agree?

FEMA Fund Certifications

Submission of this proposal is Vendor's certification that Vendor agrees to this term. Vendor certifies that **IF and when** Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

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(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor agree?

6 Certification Regarding Lobbying

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Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

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

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

6 If you answered "I HAVE lobbied" to the above Attribute Question

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If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

6 Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

8

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

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ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

No response

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Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from

indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as

ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for

any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently

performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on

behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in

the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to

indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated

damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified

with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

☒ Yes, I Agree (Yes)

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Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

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Remedies Explanation of No Answer

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Choice of Law

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles. THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

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Venue, Jurisdiction and Service of Process

Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

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Infringement(s)

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

☐ Yes, I Agree

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6

Infringement(s) Explanation of No Answer

No response

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7

Contract Governance

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

☒ Yes, I Agree (Yes)

7
8

Payment Terms and Funding Out Clause

Payment Terms:

TIPS or TIPS Members shall not be liable for interest or late payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

☒ Yes, I Agree (Yes)

7 Insurance and Fingerprint Requirements Information

9

Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834 & 22.08341. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

- (1) will have continuing duties related to the contracted services; and
- (2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

☐ None

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1

Texas Business and Commerce Code § 272 Requirements as of 9-1-2017

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

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2

Texas Government Code 2270 & 2271 Verification Form

Texas Government Code 2270 & 2271 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Our entity further certifies that it is is not listed on and we do not do business with companies prohibited by Texas Government Code 2270 or that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

YES

8
3**Logos and other company marks**

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

* Your Vendor Profile Page of TIPS website

* Potentially on TIPS website scroll bar for Top Performing Vendors

* TIPS Quarterly eNewsletter sent to TIPS Members

* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

8
4**Solicitation Deviation/Compliance**

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

8
5**Solicitation Exceptions/Deviations Explanation**

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.

TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

8
6**Agreement Deviation/Compliance**

Does the vendor agree with the language in the Vendor Agreement?

8
7**Agreement Exceptions/Deviations Explanation**

If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

8
8**Felony Conviction Notice**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.” Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.” (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

OR B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

8
9**If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

No response

9
0**Required Confidentiality Claim Form**

Required Confidentiality Claim Form

This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the “Attachments” section, complete according to the instructions on the form, then upload the completed form, with any confidential attachments, if applicable, to the “Response Attachments” section titled “Confidentiality Form” in order to provide to TIPS the completed form titled, “CONFIDENTIALITY CLAIM FORM”. **THIS REQUIRED PROCESS IS THE ONLY WAY TO DEEM PROPOSAL DOCUMENTATION CONFIDENTIAL ANY OTHER CONFIDENTIAL DESIGNATION WILL BE DISREGARDED UNLESS THE DOCUMENT IS IDENTIFIED BY AND ATTACHED TO THE REQUIRED FORM.** By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email bids@tips-usa.com.

**9
1 Member Access to Vendor Proposal**

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's acceptance of this TIPS Contract constitutes Vendor's consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or any other party. By submitting this proposal, Vendor certifies the foregoing.

**9
2 Choice of Law clauses with TIPS Members**

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

**9
3 Venue of dispute resolution with a TIPS Member**

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

**9
4 Automatic renewal of contracts or agreements with TIPS or a TIPS member entity**

This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities. Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate.

**9
5 Indemnity Limitation with TIPS Members**

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

Agreement is a required condition to award of a contract resulting from this Solicitation.

**9
6 Arbitration Clauses**

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

9
7**Required Vendor Sales Reporting**

By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

9
8**Upload of Current W-9 Required**

Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

9
9**CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES (Texas law as of September 1, 2021)**

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 13 (87th session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See Tex. Gov't Code § 809.001(1).

CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES (Texas law as of September 1, 2021)

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87th session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See Tex. Gov't Code § 2274.001(3) of SB 19.

CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE (Texas law as of September 1, 2021)

By submitting a proposal to this Solicitation, you certify that you agree to the following required by Texas law as of September 1, 2021:

Proposing Company is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the Proposing Company for product warranty and support purposes. Company, certifies that neither it nor its parent company nor any affiliate of company or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See Tex. Gov't Code § 2274.0101(2) of SB 1226 (87th leg.). The company verifies and certifies that company will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

Acknowledgement

By submitting this proposal, Vendor certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if found to be necessary by the proposing vendor, vendor has sought the advice of counsel in understanding all portions of the solicitation.

**TIPS RFP 221003 Electronics, Appliances and
Associated Goods and Services**

**ALL INFORMATION
MUST BE TYPED AND
FORM MUST BE
UPLOADED IN EXCEL
FORMAT. DO NOT
HANDWRITE
REFERENCES AND DO
NOT CONVERT EXCEL**

REFERENCES

Please provide three (3) references from three different entities, preferably from school districts or other governmental entities within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

Verify your references emails
are deliverable and that they
agree to provide a reference.
Failure to do this may delay the
evaluation process.

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
Polk County School District	Brian Collins	brian.collins@polk-fl.net	863 534 0860 ext 401
Vista Unified School District	DeWayne Cossey	dewaynecossey@vistausd.org	760.726.2170
Imagine Charter Schools	Denise Kennedy	denise.kennedy@imagineschools.org	602.690.3721

CERTIFICATION BY CORPORATE OFFERER

COMPLETE ONLY IF OFFERER IS A CORPORATION,

THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.

OFFERER: GoTo Communications
(Name of Corporation)

GoTo Communications
I, (Name of Corporate Secretary) **certify that I am the Secretary of the Corporation**

named as OFFERER herein above; that

Steve Boss

(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

AVP of North American Sales

(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE SEAL if available

SIGNATURE

November 16, 2022

DATE _____

Required Confidential Information Status Form

GoTo Communications

Name of company

Steve Boss, AVP of North American Sales

Printed Name and Title of Authorized Company Officer declaring below the confidential status of material

333 Summer Street	Boston	MA	02210	1-800-5
Address	City	State	ZIP	Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), **you must attach a copy of all claimed confidential materials to this COMPLETED form, name the combined PDF documents "CONFIDENTIAL", and upload the combined, confidential documents with your proposal submission.** If a document is not attached, it will not be considered confidential. The copy uploaded will be the sole indicator of which material in your proposal, if any, you deem confidential in the event TIPS/ESC 8 receives a Public Information Request. If ESC 8 receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For documents deemed confidential by you in this manner, ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination. Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, to TIPS Members. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or any other party.

ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW**OPTION 1:**

I DO CLAIM parts of my proposal to be confidential and DO NOT desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OF TOTAL PAGES THAT ARE CONFIDENTIAL.

ATTACHED ARE COPIES OF _____ PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature _____ Date 11/16/22

OR**OPTION 2:**

I DO NOT CLAIM any of my proposal to be confidential, complete the section below.

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature _____ Date 11/16/2022

VENDOR SUPPLEMENTAL INFORMATION

TIPS permits Vendors to submit supplemental documentation and information (“Vendor Supplemental Information”) with their proposals to display to TIPS Member Customers their qualifications, offerings, and special terms. The following documents are for marketing and informational purposes only. They are not terms of Vendor’s TIPS Contract. If the Vendor Supplemental Information herein contains any warranties, terms, or conditions, the TIPS Member Customer may review and determine whether or not those are applicable and acceptable for any TIPS purchase before proceeding. If the Vendor Supplemental Information contains any licenses or certificates, TIPS encourages the TIPS Member Customer to ensure current accuracy at the time of a TIPS purchase.

Service Requirements

Warranty, Service and Support

Our Customer Experience brings together the expertise of the GoTo Account Management, Technical Support, and Customer Service teams to deliver world-class service and support. All GoTo Customer Experience teams are Americas-based and available 24/7, through multiple channels, including toll free telephone, email, online, and chat. All access is unlimited, and no additional contracts or fees are required.

Service Level Agreement (SLA)

GoToConnect's Service Level Agreement (SLA) describes the specific service level agreements and conditions for GoToConnect Cloud Voice and Unified Communications (UC). The SLA also specifies the measures to be taken in case of deviation or failure to meet the asserted service guarantees. GoTo guarantees Cloud Voice and UC will maintain four 9's (99.99%) in any given calendar year. The SLA can be furnished upon request.

Technical Support / Customer Service

With GoToConnect, our Technical Support (TS) and Customer Service (CS) teams are fully integrated. Your call, email or chat is immediately answered by a TS/CS team member trained to evaluate your issue, assist you personally with resolving it, or connect you directly with the team member best able to assist you.

The majority of system issues can be quickly resolved by GoToConnect Customer Service Representatives (CSRs). All CSRs complete training certification in the GoToConnect solution prior to answering customer calls, emails, or chats. Additionally, our Technical Support Representatives (TSRs) are trained and certified in the GoToConnect system.

Monitoring and Maintenance

GoToConnect's solution is consistently managed and maintained to ensure everything is kept up-to-date. Our Cloud is engineered in such a way that updates and maintenance do not require scheduled downtime but are instead rolled out across the platform during periods of low utilization.

Internal to the Cloud platform, over 1,200 different parameters are constantly monitored to ensure they are functioning within acceptable limits. Any variance out of normal bounds triggers automatic alarming of NOC staff via multiple channels. Alarms are triggered well before an issue escalates to the point of causing service degradation, allowing for proactive issue resolution before clients are affected.

All of the hardware endpoints that are used for delivery of the hosted services are covered under warranty. In the case of the VoIP handsets, the hardware has a one-year manufacturer's warranty, with extensions that can be purchased for up to four additional years. Warranties on any routers and switches sold vary by manufacturer and model but are never less than five years (and in some cases are lifetime). Our services manufacture warranties for products we

sell. For the duration of the service, GoTo provides maintenance and support for the hardware endpoints we sell. All other maintenance and support services (regardless of warranty agreement) are available 24/7 at no additional charge.

If a handset fails within the warranty time window, GoTo will send an advance replacement handset to the customer, pre-programmed to replace the faulty device. Alternatively, some clients maintain a number of extra handsets—those can be programmed via GoToConnect's online administrator portal controls to replace the faulty device at any given moment, minimizing any downtime. If the handset is outside of warranty, a replacement can be purchased from GoTo, programmed, and sent to the customer site (next-day shipping is available).

Implementation and Support

GoTo uses proven best practices and a proactive, high-touch approach to manage the implementation of all new GoTo Voice and UC solutions. Applied across the following phases of the implementation life cycle, the GoTo approach delivers consistent, high-quality results that minimize the pain traditionally associated with changing your telephone service provider while at the same time maximizing the impact of GoToConnect across your entire organization.

Initiating: GoTo Project Managers (PMs) review expectations and gather customer information and preferences required for system configuration and number porting. They clearly define transition activities, timelines, and responsibilities for the customer and the GoTo implementation team. Detailed statement of work, project plan (with schedule), and preliminary order paperwork are prepared and presented to the customer for review and approval. GoTo engineers assess the current communications environment and identify system needs. They prepare a detailed assessment report and network diagram(s) outlining recommended network configuration.

Planning: The Project System Trainer or Field Engineer will hold a training with the customer and work together, with the customer, to build out the PBX. They establish a communications plan, scheduling regular status meetings with the customer and GoTo sales, engineering, training, project management, and deployment teams. They will work with you through system testing and training plans for the completed solution most fit for your needs.

Executing: GoTo engineers help to configure GoToConnect, providing requested guidance with dial plans and other features according to customer-provided specifications and preferences. Engineers also complete any specialized integration requirements, upon further scoping. Fulfillment specialists order equipment and monitor the number porting process. Regular status calls ensure the transition process stays on-track with established milestones and timelines.

Testing: GoTo quality assurance specialists test every feature to ensure it is operating correctly and in accordance with customer specifications. Engineers test the network configuration and, if applicable, test and turn up the GoTo broadband data connection. Fulfillment specialists test E911 configurations in compliance with Federal regulations. All GoTo hardware - including handsets, routers, and other equipment - arrives on the customer location pre-provisioned and ready for immediate plug-and-play. GoTo PMs and engineers work with the customer to test and verify all system features and functions. Dedicated project system trainers provide administrator and end user training to familiarize the customer with GoToConnect.

Project Completion: Numbers port from the losing carrier to GoTo, all system features and hardware endpoints are activated, and call processing (inward and outward) is initiated. Once live, a dedicated GoTo Customer Success Manager (SAM) is available to support the system and troubleshoot and resolve any service issues.

Training

GoTo wants every customer to get the most out of their GoTo Connect solution. With a variety of training options, customers can select the time, method, and materials that best meet their organizational needs. All remote-based training is unlimited and included with the GoTo Connect solution at no additional cost. In additions to the options outlined below, on-site training for either Administrators, End Users, or both is offered upon request and at a minimal charge.

Administrator Training

GoTo follows a train the trainer methodology in its GoToConnect administrator trainings, providing participants with the ability to train other members of the organization upon completion. The following administrator training options are available:

- **Customer On-boarding Training.** New GoToConnect customers are invited to participate in on-boarding administrator trainings. These one-hour trainings, done over the phone with screen-sharing, are tailored to customer needs and provide an overview of how to configure and use our solution specifically for their organization.
- **Online Video Tutorials.** For the GoToConnect solution, we have created a series of training videos on our YouTube channel, which provide straightforward guidance on system configuration and features that can be accessed at any time.
- **Administrator Guide.** All users are provided with detailed written guides that include instructions on how to use all GoToConnect features. Guides are always available online and can be made available for printed format upon request.
- **Ad Hoc Training.** GoToConnect CSRs are available for phone-based trainings on an ad hoc basis. Customers may either schedule a time with a CSRs to attend a personalized administrator training or they may simply call GoTo customer service with any questions they have.
- **Customized, On-Site Training.** GoTo can provide customized, on-site training for GoToConnect's solution upon request. Additional fees apply.

End-User Training

GoTo offers the following options for end-user training on GoToConnect's solution:

- **Self-guided Training.** Online video tutorials, quick-start and quick reference guides, and interactive user manuals are provided for end users. These training references are available online at any time and are provided at no additional cost.
- **Administrator-Led Training.** GoTo will provide customers with access to training support materials to enable administrators who have completed GoToConnect administrator training to train other members of their organization. Materials are available online at any time and are provided at no additional cost.
- **Ad Hoc Training.** GoTo Customer Service Representatives are available for phone-based user training on an ad hoc basis. Customers may either schedule a time with a Representative to attend a personalized user training or they simply call our customer service with any questions they have. Ad hoc training is provided to all customers at no additional cost.

Executive Summary & Product Overview

GoTo is pleased to present the GoToConnect Hosted Cloud Solution. GoTo is a leader in UCaaS; G2 just rated GoToConnect as the # 1 UCaaS solution. As you may notice, we have a new name: GoTo. This reflects who we are as an organization and what we can provide. At GoTo we create tools for IT management & support, and communication. Our focus is simple: we make IT's life easier, anywhere. We do it through software that's easy to deploy and use, with an incredible record of reliability, and tools that can scale from SMB to enterprise.

We keep businesses connected and supported with:



Flexible-work software that's easy to use and deploy, wherever work gets done.



A global network of trusted technology and channel partners.



A pressure-tested software portfolio powerful enough for the enterprise, but built for SMBs.



A reputation for reliability, including 99.99% up-time performance, 24/7 dedicated support, and a zero-trust approach to security.

We are **the only company** that can empower you to **connect AND support** your employees and customers **with a single application**.

- **Simple:** Our software is built for SMBs but powerful enough for enterprises. We know the value of SMBs to our economy, and we want to bring SMBs the same value we bring companies like Salesforce and Dyson. Our tools are easy to buy, easy to manage and easy to use. Because we know easy is an important aspect to organizations of all sizes.
- **Secure:** Our company has been grounded in trustworthiness since Day 1. We are recognized as such by countless third-party and consumer review sites because of our strongest reputation for uptime, customer support, reliability, and overall performance of our products. We never sacrifice that trust. Rather, we innovate on top of it, as we're pioneers of Zero-Trust security.
- **Flexible:** Flexibility comes with bleeding-edge partnerships. We are proud to leverage our global network of trusted technology and channel partners to unlock more value for however you like to do business. With more than 100 strategic alliances, our API integration strategy enables simple, secure, and flexible experiences across many verticals.

We do all this through our GoTo portfolio of flexible-work software. Our simple, integrated solutions will empower your employees to do their best work. Our simple, integrated solutions will empower your employees to do their best work. We are the all-in-one solution for essential connections, making Business Communications and IT Support easy for small-to-medium sized businesses, communities, and organizations.



GoTo has been making IT easy since 2003. We were born in 2003 with working from home in our DNA. Since then we have grown to a billion-dollar business and an innovative leader in UCaaS, CCaaS, and Remote Support. When 2020 happened-our products and services suddenly became essential for all businesses to connect and support their customers and employees, so we helped SMBs and organizations around the world make the rapid shift to hybrid and remote work with free Emergency Remote kits. In 2022, we rebranded from LogMeIn to GoTo to better align with the essentials that we provide our customers and communities to keep their business and communities running through uneasy times. We will continue to develop as the all-in-one solution for essential connections.

We offer one of the only ways to keep both your employees and customers connected, supported and secure, and this is in combination with affordability. Our software is built to help you optimize your tech stack, create efficiencies in a cost-saving manner. Our software also delivers the simplest, most secure, and most flexible experience for IT professionals and their end-users.

Today, we are here to propose our GoToConnect solution. GoToConnect has been built across the same fundamental principles as our other products; that principle is to be Simple, Secure & Flexible.

Simple: GoToConnect is the easiest phone system to manage on the market. We create a simple admin experience through our unified administration portal. Our administration portal is recognized by admin users time-and-time again as the most intuitive. We are able to achieve this through unique features like our Visual Dial Plan Editor.

Secure: GoToConnect customers secure peace of mind as we reduce unnecessary headaches where possible:

- Throughout COVID-19 and the surge to Video Conferencing platforms, our relentless focus on our stability of service saw us become the most reliable and, therefore, trusted video-meetings platform when compared to the competition.
- Working from home can be a challenge with weak Wi-Fi, but our Product/Solution requires the least bandwidth for Video and Screen Share compared to our competitors. This has been proven by independent sources and, most importantly, end-users on review sites like G2 Crowd, TrustRadius, SoftwareAdvice, GetVoIP and more!
- Should our customers need us, they can reach us anytime and anywhere, for we are available 24/7. Our customer support is consistently rated #1 by end-users on review sites.

Awards and Recognition

GoTo's UCC solutions have been recognized as leaders in the industry. Several examples include but are not limited to the following:

- 2022 TMCNet Product of the Year Award for exceptional innovation following February's rebrand and launch of a new product experience
- TrustRadius recognizes GoTo products for twelve of their 2022 Top Rated Awards following GoTo's recent rebrand from LogMeIn
- 2021: [TMC](#), a global, integrated media company, has named GoToConnect Contact Center as a 2021 Contact Center Technology Award winner, presented by [CUSTOMER Magazine](#)
- 2022 Shortlist Awards for VoIP and Call Center Software
- Leader in G2's Spring 2022 Grid Reports for VoIP Providers
- 2022 TrustRadius Top Rated Awards in Unified Communications as a Service (UCaaS), VoIP and Video Conferences



GoTo is the All-In-One Solution for Essential connections. We have top-notch offerings for all of the business communications and IT support software you would need to connect and support your employees and community easily. With a zero-trust security architecture, 99.999% uptime and 24/7 dedicated support, we have been trusted for reliability and security since 2003. In addition, we have numerous integrations, such as with Slack and Teams, plus a global network of partners to help you to connect from anywhere.

GoToConnect Solution

Phones: Enterprise-grade with 100+ features, and comes with inclusive minutes for local, long distance and International calls.

Meetings: Video & Audio conferencing with screen share and advanced collaboration capabilities included. Meet with up to 250 people.

Contact Center: Feature-rich and easy to deploy cloud-based customer engagement solution that is designed to fit the budget of any small-mid-sized business.

Webinars & Virtual Events: An online event platform to deliver delightful experiences for your customers, while driving better engagement and lead generation.

Training & Townhalls: Online training software for better connections. Engage before, during and after session for enhanced virtual experiences

GoTo Connect

All-in-one digital communications software built for all Business's

Essential Digital Connections
Facebook, Instagram, SMS, Instant Response, Co-Browsing, Omni-channel contact conversations.

Flexible-work portfolio
Unified communications in the GoTo app, with a first-of-its-kind, comprehensive IT management and support solution. Everything you need, nothing you don't.

Easy to manage Business Communications
Simple, unified admin tool with drag-and-drop Visual Dial Plan editor

Reliability you can trust
#1 Hosted VoIP provider and Best Video Conferencing & Best Webinar provider software*

Phone
Meeting
Contact Center
Training
Webinar

1B people joining meetings, trainings, and webinars annually

Why GoToConnect

- We have the Best Administration Tools on the market.
- We're experienced, and it helped us be the Most Reliable platform throughout COVID-19.
- Our Customer Support is rated #1 by end-users; we are available 24-7
- We provide a Unique Portfolio of Flexible Software—UCaaS, CCaaS, Webinars & Virtual Events, Training & Support.
- We won't be beaten on Value for Money, for you can save up to 33% against leading competitors.

GoTo Meeting, included with GoToConnect

With an extensive series of updates to the product, GoToMeeting delivers a flawless experience from start to finish for both IT and end users. Shaped by thousands of customer conversations, the new GoToMeeting revolutionizes the way you communicate with features designed to save you time, so you can build stronger relationships and collaborate with ease.

We're by your side before, during, and after your meetings take place – modernizing workforce productivity that will prepare your organization for years to come.

Powering collaboration and productivity

With work to be done anywhere, at any time, on any device, your organization needs a virtual meeting platform built for better business.



Collaborate quickly and securely

Built for business means virtual meetings are even easier with no downloads necessary.



Unmatched on mobile

A simple, easy and reliable virtual meeting experience from the highest-rated mobile app in the iOS and Android stores.



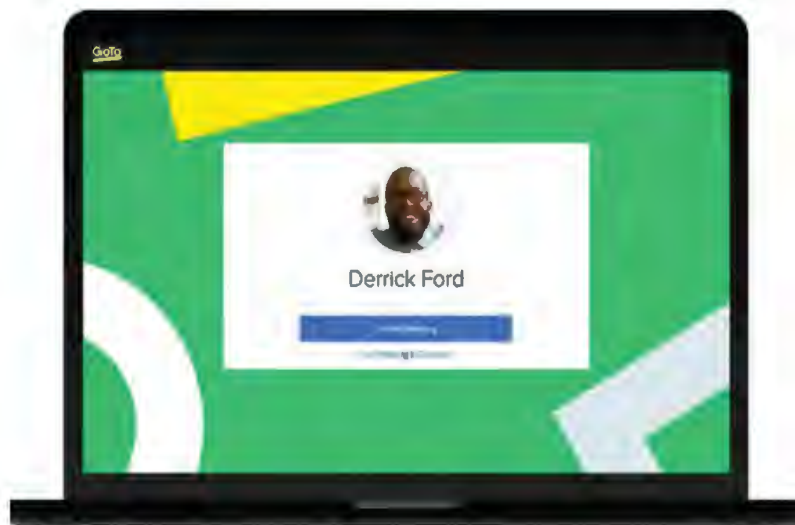
One vendor for every solution

GoTo offers tools for communication & collaboration, engagement & support and identity & access, all under one roof.

Pre-Meeting:

Get started with meeting tools that make launching and joining meetings easy.

- **Business messaging:** Communicate anytime with integrated chat. Start or join meetings in a single click – right from your current conversation. [Learn More.](#)
- **Your personal online meeting room:** Create a custom meeting link that makes it easy to invite attendees to your own personal meeting room, reserved just for you. [Learn More.](#)
- **Call Me:** Let GoTo Meeting call your phone when it's time for a meeting to start. [Learn More.](#)
- **Join from your phone:** Participants can dial in to the meeting from their phone for added flexibility on-the-go. Toll-free in over 50 countries.
- **Webcam preview:** Test and preview your webcam before entering a meeting to check your connection and video.

**In-Meeting:**

Share, collaborate and come up with new ideas with in real-time with these GoTo Meeting features.

- **Screen sharing:** Easily share your desktop, smartphone, or tablet screen with everyone. Present, collaborate and keep everyone on the same page. [Learn More.](#)
- **Meeting drawing tools:** Draw on your screen to collaborate, brainstorm or present in real-time. [Learn More.](#)
- **Commuter Mode for mobile meetings:** Call in with a distraction-free environment while on the go. Commuter mode turns your entire phone screen into a color-coded audio/mute button that uses up to 90% less bandwidth. [Learn More.](#)
- **Custom backgrounds:** Customize your webcam background and truly work from “anywhere.”



- **Presenter control:** Give meeting guests presenter control so they can share their screen and help run the meeting. You can even share control of your keyboard or mouse.

After your meeting

See what went well in your meeting and find action items or key takeaways.

- **Meeting transcriptions:** Easily share automatic transcripts of your recorded meetings or look back for important notes and action items. [Learn More](#).
- **Cloud recording:** Record your meetings locally or in the cloud and share or revisit them later. [Learn More](#).
- **Meeting diagnostic reports:** View stats and analysis of meeting performance on an individual level, for quick troubleshooting.

Integrate with your favorite tools: Integrate GoTo Meeting with apps you already use in your workflow. Launch meetings directly from Slack, Outlook, Chrome, or Salesforce for a smoother, more convenient meeting experience.



AGENDA MEMORANDUM



BOARD: Board of Commissioners

AGENDA ITEM #: 8.I.

DATE SUBMITTED: September 13, 2024

MEETING DATE: September 16, 2024

FROM: Frank Nunez, Special Events
Director

DEPARTMENT: Administration

DIRECTOR: Frank Nunez

Agenda Item: Consideration and action, if any, authorizing City Manager to enter into agreement with Sky Elements LLC for the drone show for the New Year's Eve Ball Drop Event. **This item supports QL - Quality of Life.**

Classification: Regular

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

Issue: As part of the New Year's Eve Ball Drop, a public drone show display will be held on December 31, 2024. The staff is proposing to enter into agreement with Sky Elements Drone Shows for the display for the amount of \$60,000.00.

Fiscal Consideration: \$60,000.00

Staff Recommendation: Staff Recommends approval

Alternatives: City can opt from having a drone show at New Years Eve Ball Drop Event

Exclude Material from Public Packet? No

Reason: N/A

ROUTING:

Frank Nunez
Ricardo Rodriguez
Jamison Merrick
City Management Office

Created/Initiated - 9/13/2024
Approved - 9/13/2024
Approved - 9/13/2024
Final Approval - 9/13/2024



This Agreement is made this 15th day of August 2024, by and between Sky Elements, LLC, a Texas limited liability company, whose address is 820 W Sandy Lake Rd Ste 200, Coppell, TX 75019, and hereinafter referred to as “**Sky Elements**” and City of Pharr, hereinafter referred to as “**Customer**.” Sky Elements is in the business of providing drone display services, and Customer desires to have Sky Elements provide drone display services at Customer’s event(s). The parties therefore agree as follows:

DRONE DISPLAY(S): Sky Elements agrees to furnish to Customer with drone display services, hereinafter referred to as “**Display(s)**” The Display(s) will be conducted in accordance with the following specifications:

Display Date: 12/31/2024

Number of Drones in the Display: 300

Display Location: 300 S Cage Blvd, Pharr TX, 78577

PAYMENT TERMS: Customer shall pay Sky Elements \$60,000. Customer shall submit a 50% deposit upon execution of this contract. The balance remaining for each display will be paid to Sky Elements the day prior to the display.

SHOW DESIGN WORKFLOW: The drone display(s) design process is as follows:

1. **Storyboard Process:** Sky Elements shall create a storyboard of Customer approved images. The storyboard contains rough sketches or images, or screen captures of all scenes and action notes, which describe the layout of the animations. Sky Elements shall send the storyboard to Customer for feedback and suggestions. Sky Elements will modify the storyboard in accordance with the Customer feedback. Images and order of shapes can be changed for no additional fee during the storyboard process.
2. **Show Programing and Animation:** After completion of the storyboard process, Sky Elements shall begin the drone show design and animation process in accordance with the storyboard. After the animation and editing process, Sky Elements shall compile each sequence and render a video to Customer. Adjustments to shapes and images will be completed in accordance with Customer’s suggestions. Changes to order of animations or substitution of images not yet animated will result in a \$5,000 reanimation fee.
3. **Final Delivery:** Sky Elements will perform the drone display(s) at Customer’s Event.

SECURE AREA: Customer agrees to furnish sufficient space for Sky Elements to properly conduct each Display as determined by the FAA (hereinafter “**Secure Area**”). For the purposes of the Agreement, “**Unauthorized Persons**” shall mean anyone other than the employees of Sky Elements or persons specifically designated in writing by Customer or the FAA.

INDEMNIFICATION AND HOLD HARMLESS: To the extent authorized by Texas law, Customer agrees to hold Sky Elements harmless from any damages caused to Customer which results as a consequence of unauthorized persons entering the Secure Area. Furthermore, Customer agrees to defend and indemnify Sky Elements from any and all claims brought against Sky Elements for damages caused wholly or in part by Unauthorized Person who have entered the Secure Area.

AMENDMENT & ASSIGNMENT: This agreement may not be sold, assigned, amended, or transferred without the prior written consent of Sky Elements.

FORCE MAJEURE. If for any reason beyond its control including, but not limited to, strikes, labor disputes, accidents, government requisitions, acts of war, acts of God, epidemic, pandemic, governmental restrictions, or other similar events that would make the event impractical or impossible, the Parties agree Customer's sole remedy is to transfer the display date subject to Sky Element's availability. In no event will Sky Elements be liable for any damages, including, but not limited to consequential damages.

PERMITS AND APPROVALS: Sky Elements shall obtain all necessary Federal Aviation Administration (FAA) approvals and permits to enable Sky Elements to perform fully hereunder, including airspace authorization needed for the Display(s). The client shall be responsible for obtaining and payment of all required local city permits, coordinating with local police, managing road closures, and arranging for necessary barricades.

JURISDICTION AND VENUE. It is hereby stipulated that this Agreement is governed by the laws of the State of Texas, and any suit involving this Contract shall be brought in Tarrant County, Texas. For Display(s) that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Display(s).

INSURANCE: Sky Elements will maintain the following insurance coverages in connection with the Display(s) described in this contract.

Commercial General Liability: \$1,000,000

Automobile Liability: \$1,000,000

Umbrella: \$10,000,000

Workers Compensation: \$1,000,000

Aviation Liability: \$5,000,000

Sky Elements also agrees to include Customer as additional insured under the terms of this coverage. Sky Elements will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.

CANCELLATION: Sky Elements shall determine what weather conditions, safety, or security concerns prohibit Sky Elements from proceeding with the Display(s); in the case of weather conditions, Sky Elements agrees to conduct the Display(s) on a mutually agreed upon rain/postponement date within one year from the original event date. Should Sky Elements be unable to perform the Display(s) at the Event due to safety concerns, security concerns, or in the case of cancellation by the customer, Sky Elements shall be entitled to 33% of the contract price for each of the workflow processes completed. For example, if Sky Elements has completed the Show Programming workflow, Sky Elements shall be entitled to 66% of the display price (33% for Storyboard, 33% for Show Programing and Animation). Final delivery is deemed to have occurred upon Sky Elements' arrival at the display location on the display date. Customer also acknowledges that damages corresponding to lost opportunity by reason of cancellation are inherently difficult to calculate, and that the liquidated damages amounts set forth above are a reasonable attempt to measure and liquidate those highly speculative damages.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

SKY ELEMENTS, LLC

BY:_____

Date:_____

Preston Ward, Manager / General Counsel

CUSTOMER

BY:_____

Date:_____

Printed Name: Jonathan Flores

Company: City of Pharr

Title: City Manager