CITY OF LAREDO

CITY COUNCIL MEETING
A-2010-R-23
CITY COUNCIL CHAMBERS
1110 HOUSTON STREET
LAREDO, TEXAS 78040
DECEMBER 6, 2010
5:30 P.M.

DISABILITY ACCESS STATEMENT

Persons with disabilities who plan to attend this meeting and who may need auxiliary aid or services are requested to contact Gustavo Guevara, City Secretary at (956) 791-7308 at least two working days prior to the meeting so that appropriate arrangements can be made. The accessible entrance and accessible parking spaces are located at City Hall, 1100 Victoria Ave.

Out of consideration for all attendees of the City Council meetings, please turn off all cellular phones and pagers, or place on inaudible signal. Thank you for your consideration.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. MINUTES

Approval of the minutes of November 15, 2010

V. COMMUNICATIONS AND RECOGNITIONS

Recognitions

a. Recognizing the American Legion Color Guard for their many years of service to the Veterans of Laredo.

Communiqués

a. Presentation of the 2010-2011 Sister Cities Youth Committee.

Citizen comments

Citizens are required to fill out a witness card and identify themselves at the microphone. Comments should be relevant to City business and delivered in a professional manner. No derogatory remarks will be permitted. There is a time limit of three minutes per speaker.

VI. APPOINTMENTS TO COMMISSIONS, BOARDS AND COMMITTEES

a. Appointments by Mayor Raul G. Salinas to the People with Disabilities Blue Ribbon Committee.
   - Cynthia Garces
   - Lee Spain
   - Adriana Haro

b. Appointment by Council Member Esteban Rangel of Ms. Claudia S. Perez to the Airport Advisory Committee.

VII. PUBLIC HEARINGS

1. **Public hearing and introductory ordinance** amending the City of Laredo's FY 2010-2011 Budget by appropriating additional revenues and expenditures in the amount of $515,097.00 for the Laredo Energy Arena (LEA) Fund and increase expenditure appropriations for the Sports and Community Venue by $515,097.00. The additional amount of $515,097.00 brings the total deficit to $1,485,719.00 for FY 2010. **(Approved by Finance Committee)**

2. **Public hearing and introductory ordinance** authorizing City Manager to accept a grant from Homeland Security Grant, Texas Division of Emergency Management, in the amount of $315,000.00, and to appropriate the funds into the City of Laredo General Fund Budget (FY 2010-2011). The use of these funds will be apportioned as follows: $125,000.00 for the Information Service and Telecommunications Department, and $190,000.00 for the Police Department Bomb Squad Unit. No matching funds are required. **(Approved by Finance Committee)**

3. **Public hearing and introductory ordinance** altering and extending the boundary limits of the City of Laredo, annexing additional territory of 48.34 acres, more or less, located south of US Highway 359 and southwest of the City of Laredo Landfill, specifically the Highway 359 South Tract, providing for the effective date of the ordinance, adopting a service plan for the annexed territory, and establishing the initial zoning of R-1 (Single Family Residential District).

   Staff supports the annexation and the Planning and Zoning Commission recommends approval of the annexation and initial zoning. District II

4. **Public hearing and introductory ordinance** altering and extending the boundary limits of the City of Laredo, annexing additional territory of 29.88 acres, more or less, located south of US Highway 359 and south of the City of Laredo Landfill, specifically the Highway 359 East Tract, providing for the effective date of the ordinance, adopting a service plan for the annexed territory, and establishing the initial zoning of R-1 (Single Family Residential District).

   Staff supports the annexation and the Planning and Zoning Commission recommends approval of the annexation and initial zoning. District II

5. **Public hearing and introductory ordinance** altering and extending the boundary limits of the City of Laredo, annexing additional territory of 207.85 acres, more or less, located west of Ejido Avenue and north of La Pita Mangana Road, specifically the South Laredo Tract, providing for the effective date of the ordinance, adopting a service plan for the annexed

territory, and establishing the initial zoning of R-1 (Single Family Residential District).

Staff supports the annexation and the Planning and Zoning Commission recommends approval of the annexation and initial zoning. District I

6. **Public hearing and introductory ordinance** altering and extending the boundary limits of the City of Laredo, annexing additional territory of 270.08 acres, more or less, located approximately 6.19 miles northwest of the intersection of Mines Road (FM 1472) with Las Tiendas Road (FM 3338) and on the south side of Mines Road, specifically the Laredo Golf Course Tract, providing for the effective date of the ordinance, adopting a service plan for the annexed territory, and establishing the initial zoning of B-3 (Community Business District).

   Staff supports the annexation and the Planning and Zoning Commission recommends approval of the annexation and initial zoning. District VII

(Recess)
(Press Availability)

VIII. FINAL READING OF ORDINANCES

7.

2010-O-176 Amending the City of Laredo Code of Ordinances Chapter 26-Police, Article II-department, Division 1-generally, 26-21 through 26-27 by eliminating certain references to approval by the Mayor or City Council so that this ordinance conforms to duties and authority of the Chief stated in Chapter 143 of the *Texas Local Government Code*; reducing fees for case reports, incident reports and crime date and or similar information in accordance with the Texas Public Information Act; setting the following fees as allowed by State Law: $6.00 for additional copies of an accident report, $2.00 for a certified accident report; $6.00 for certifying that no report/information is on file; $10.00 for negative arrest records search; $12.00 for a positive arrest records search and letter stating results; $10.00 for fingerprint cards; providing for publication and an effective date.

2010-O-177 Amending the City of Laredo Fiscal Year 2011 Budget by appropriating revenues and expenses in the amount of $ 24,000.00 in the General Fund - Traffic Safety Division. The contribution of $24,000.00 is from the Plantation Homeowner's Association for the purpose of partially funding the installation of speed cushions along Country Club Drive. **(AS AMENDED) (Action required on item no. 22 prior to adoption of this item.)**

2010-O-178 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 5.22 acres, as further described by metes and bounds in attached Exhibit "A", located west of Bob Bullock Loop and northwest of Maria Luisa Drive, from R-1 (Single Family Residential District) to B-1 (Limited Commercial District); providing for publication and effective date.

2010-O-179 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 12A, Block 131, Eastern Division, located at 3510 Springfield Avenue, from B-1 (Limited Commercial District) to B-3 (Community Business District); providing for publication and effective date.

2010-O-180 Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 2A, Block 64, Calton 3 Gardens Subdivision, located at 317 E. Calton Road, from B-1 (Limited Commercial District) to B-3 (Community Business District); providing for publication and effective date.

2010-O-181 Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for the storage of flammable and explosive products on Lot 2A, Block 1, Arguindegui Real Estate Plat, located at 8919 San Dario Avenue; providing for publication and effective date.

2010-O-182 Authorizing the City Manager to amend the Capital Improvements Fund budget by appropriating revenues and expenditures in the amount of $135,372.00 in payment from developer for improvements not completed in Khaledi Heights Subdivision Phase I, II, and III generated through cashier's checks payments made for pending improvements.

IX. RESOLUTIONS

8. **2010-R-103** Authorizing the City Manager to enter into contract with the Texas Department of State Health Services in the amount of $165,968.00 for continuation of the Health Department Tuberculosis Prevention and Control Services for the term period beginning January 1, 2011 through December 31, 2011. **(Approved by Finance Committee)**

9. **2010-R-105** Resolution to Support Texas Parks and Wildlife Department's First Paddling Trail on the Rio Grande.

X. MOTIONS

10. Authorizing the City Manager to provide a payment in the amount of $132,184.15 to the Texas Commission on Environment Quality (TCEQ) for a Public Health Service Fee for required support of all TCEQ state funding for essential water related activities. These payments are required annually. Funds are to be made available under the Waterworks Operations Fund. **(Approved by Finance Committee)**

11. Consideration to reject all bids received for FY10-090, for the furnishing of cleaning services for domestic sewage back-ups into private properties; and authorizing new bids to be solicited. The bid documents will be revised to clarify the bid price schedule for these services.

12. Consideration to ratify the City Manager's authorization for payment of six (6) wastewater permit fees in the amount of $157,975.10 assessed yearly by the Texas Commission of Environment Quality (TCEQ). The City's

water and wastewater treatment operation is assessed a water quality fee based on a level in proportion for use of state water and/or for the treatment or discharge of wastewater. Funding is available in the Utilities Department Water and Sewer operational accounts. **(Approved by Finance Committee)**

13. Consideration to authorize a contract with Vector Concepts, Irving, Texas, utilizing the BuyBoard's Cooperative Purchasing Program's contract pricing, in the amount of $156,117.65, for the purchase and installation of high performance flooring for the Civic Center Ballroom and meeting rooms. Funding is available from the Capital Improvement Project budget—Civic Center renovations. **(Approved by Finance Committee)**

14. Consideration to authorize the purchase of two thousand nine hundred and forty (2,940) garbage/refuse carts from the Toter Inc., Statesville, NC, through HGAC Cooperative Contract Number GC01-09 in the total amount of $152,545.00. Funding is available in the Solid Waste Services budget. **(Approved by Finance Committee)**

15. Consideration to renew contract FY10-007 awarded to Sames Motor Co., Laredo, Texas, in the estimated amount of $90,000.00, for the purchase of Ford original equipment manufacturer (OEM) captive parts for the Fleet Maintenance Division. This contract establishes discount percentage pricing for the purchase of automotive replacement parts for the Fleet Department. All parts will be secured on an as needed basis and funding is available in the Fleet Management budget. **(Approved by Finance Committee)**

16. Consideration to award a contract to sole source provider, TransCore, LP, for the purchase of thirty (30) Manual Lane Terminals (MLT's) as part of the Laredo Bridge System Toll Collection System in an amount not to exceed $142,024.00. Funding is available in the Bridge System Revenue Bond Series 2005A. **(Approved by Finance Committee)**

17. Consideration for approval to award a professional services contract to Structural Engineering Associates, Inc., San Antonio, Texas, for an amount not to exceed $164,300.00 for design and preparation of plans and specifications for the Hazardous Material Containment Facility at the World Trade International Bridge. Design work is to be approximately six (6) months after the location and orientation of the facility has been selected. Funding is available in the Bridge 2005 Revenue Bond. **(Approved by Finance Committee)**

18. Award of construction contract to the sole bidder Leyendecker Construction, Inc., Laredo, Texas, in the amount of $1,700,000.00 for the World Trade/Colombia Solidarity Bridges Port of Entry Refrigerated Inspection Facilities with a construction contract time of one hundred twenty (120) calendar days; and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and

bond documents. Funding is available in the Capital Improvement Fund and Bridge Series 2005 Bond. **(Approved by Finance Committee)**

19. Consideration for approval to ratify the award of a professional services contract to Frank Architects, Inc., Laredo, Texas, for an amount not to exceed $91,500.00 for design and preparation of plans and specifications for the World Trade/Colombia Solidarity Bridges Port of Entry Refrigerated Inspection Facilities. Funding is available in the Capital Improvement Fund and 2005 Bond. **(Approved by Finance Committee)**

20. Award of a construction contract to the lowest bidder, Anderson Columbia Co., Inc., Weslaco, Texas, in the base bid amount of $480,000.00 for the Cuatro Vientos Road City Street Connectors at Pita Mangana Road and Sierra Vista Blvd. with a construction contract time of ninety (90) calendar days; and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. Funding is available in the 2007 C.O. and Capital Improvement Fund.

21. Consideration for approval of the India Avenue Drainage, Utilities, Widening and Paving Improvements as complete and approval of change order no. 2 a decrease of $2,149.04 for the balance of quantities actually constructed in place, release of retainage, deduct contingency amount not used $50,000.00 and assess $12,600.00 for construction delays, and approval of final payment in the amount of $39,671.97 to Jerry Resendez Enterprises, Inc., Laredo, Texas. Final construction contract amount is $1,095,439.65. Funding is available in the 2007 Environmental Services CO and Water and Sewer Bond. **(Approved by Finance Committee)**

22. Consideration to authorize the installation of speed cushions along Country Club Drive, between Bermuda Drive and Raes Creek Drive, under the special provision of the Speed Hump Installation Policy. Project costs are estimated at $48,000.00. Funding will be made available from the contribution from Plantation Homeowners Association and from Capital Improvements Discretionary Funding—City Council District VI. **Staff does not support the installation of speed cushions. (Finance Committee recommended item be sent to City Council)**

23. Consideration to authorize a sole source contract to Naztec, Inc., Sugar Land, Texas, in the total amount of $713,075.00 for the purchase of fifty seven (57) traffic signal controllers and related software and computer systems. This contract award is the equipment needed for the CSJ 0922-33-140 Intelligent Transportation System (ITS) Integration Project to upgrade the downtown traffic signal cabinets. This is a federally funded Surface Transportation Earmark administered by the Texas Department of Transportation. **(Approved by Finance Committee)**

24. Ratifying the contract with the Laredo Chamber of Commerce (Chamber) for the administration of payments to operate the Laredo Trade & Travel Center, DBA Casa Laredo, in Monterrey, Mexico for Fiscal Year 2010-11.

The Chamber's monthly administrative fee is $450.00. Total operational cost is $100,000.00. Funding is available in the Laredo Convention and Visitors Bureau's Budget, under the Marketing Division's Monterrey Office line item. **(Approved by Finance Committee)**

25. Consideration to award contracts to qualifying contractors (to be announced at Council meeting) to provide negotiated weatherization goods and services in support of the Weatherization Assistance Program (WAP) funded by the Texas Department of Housing and Community Affairs (TDHCA). The term of the contracts will be for approximately nine (9) months and may be extended at the option of the City and the contractor. Each weatherized unit is eligible for approximately $6,500.00 of weatherization. Funding is available in the Community Development A.R.R.A. Fund—Weatherization Grant. **(Approved by Finance Committee)**

26. Authorizing the City Manager to enter into multiple contracts and award 2010 Emergency Shelter Grant funds (ESG) made available by the U.S. Department of Housing and Urban Development in the total amounts of

    1. $58,832.00 to Bethany House for operation of the Bethany House Shelter Complex;

    2. $39,786.00 to Bethany House to provide Essential Services;

    3. $25,000.00 to Casa De Misericordia (Casa) for operation of their shelter; and,

    4. $33,000.00 to Bethany House for the provision of Homeless Prevention assistance. **(Approved by Finance Committee)**

27. Consideration to authorize the purchase of replacement public safety answering point (PSAP) equipment through the Houston Galveston Area Council of Governments (HGAC) contract in the total amount of $666,465.98. The existing equipment will be replaced at Laredo PD, Jim Hogg County SO, Rio Grande City PD, Roma PD, Starr County SO, Webb SO, Zapata County SO, and Laredo Training/Back-up PSAP. Funding is available in the 9-1-1 Regional Fund. **(Approved by Finance Committee)**

28. Authorizing the City Manager to contract with the following consulting firms for intergovernmental, informational, and advocacy services to be provided to the City of Laredo for the period beginning of October 1, 2010 through September 30, 2011. Funding is available in General, Telecommunications, Bridge, NPDES, Water, Wastewater, Solid Waste, and Airport Funds.

    - Miller & Van Eaton, P.L.L.C (Gerry Lederer), Washington, D.C., in the amount of $84,950.00.

- McWilliams & Associates (Andrea McWilliams), Austin, Texas, in the amount of $75,600.00. **(Approved by Finance Committee)**

29. Authorizing the City Manager to execute an agreement between the City of Laredo Health Department and the Mid Rio Grande Border Area Health Education Center (AHEC) to partner with the University of Texas Health Science Center at San Antonio, the Center for South Texas Programs, South Texas AHEC, and the City of Laredo Health Department. The partnership will conduct a health care needs assessment; assess indigent care; address emerging health care issues; enhance the development of health care professions; and, improve access to health care. The term of the partnership will be from September 1, 2010 through August 31, 2011. $161,000.00 will be made available for use for the partnership through the Laredo Care Needs Assessment Grant. **(Approved by Finance Committee)**

30. Authorizing the selection of Atlantis Solar, of Brownsville Texas to provide for the design-build of a 35 to 50 Kilowatt photovoltaic solar array rooftop mounted system, as well as a 2.4 Kilowatt wind generator at the City of Laredo's Environmental Services Department and authorizing the City Manager to enter into contract negotiations. This will offset approximately half of the energy consumption for this building. Funding is available through the State Energy Conservation Office (SECO) Grant. **(Approved by Finance Committee)**

31. Authorizing the selection of Meridian Solar, of Austin Texas to provide for the design-build of a 20 Kilowatt photovoltaic solar array rooftop mounted system at the N.E. Hillside Recreation Center and a 20 Kilowatt photovoltaic solar array rooftop mounted system at the LBV Tech Rec Center and authorizing the City Manager to enter into contract negotiations. This will offset approximately a third to half of the energy consumption for these recreation centers. Funding is available through the Energy Efficiency and Conservation Block Grant (EECBG). **(Approved by Finance Committee)**

32. Refund of property tax in the amount of $771.77 payable to Laredo Title & Abstract Ltd., due to an overpayment. Account #923-00012-228.

33. Authorizing the City Manager to enter into a tender and release agreement between the City of Laredo, Texas and Suretec Insurance Company for work on Canal Street Drainage Project. Said agreement is attached as exhibit A.

XI. GENERAL COUNCIL DISCUSSIONS AND PRESENTATIONS

34.

A. **Request by Mayor Raul G. Salinas**

1. Presentation by Assurance Wireless regarding free cellular services to low income individuals.

2. Status on request for a coordinated effort between TXDoT, Union Pacific Railroad, and KCS Railroad to install railroad crossing warning signals to ease congestion within the City.

B. **Request by Council Member Mike Garza**

1. Discussion with possible action on permits for special events for the WBCA and other related matters dealing with sales of street vending in the City of Laredo.

2. Discussion with possible action on modifying Parking Ordinance, section 24-78 "Off-street parking and loading requirements". **(Co-Sponsored by Mayor Raul G. Salinas & Council Member Jose A. Valdez, Jr.)**

C. **Request by Mayor Pro-Tempore Johnny Rendon**

1. Discussion with possible action on the Canal Street Drainage Project.

D. **Request by Council Member Gene Belmares**

1. Discussion with possible action on implementing raised crossed walks near Borchers Elementary.

2. Discussion with possible action on creating a no parking/tow away zone, north of Del Mar and east of Winfield.

XII. STAFF REPORTS

35. Report by Mr. Carlos Villarreal, City Manager, on the trade mission to Lima, Peru.

XIII. EXECUTIVE SESSION

The City Council hereby reserves the right to go into executive session at any time during this public meeting, if such is requested by the City Attorney or other legal counsel for the City, pursuant to his or her duty under Section 551.071(2) of the Government Code, to consult privately with his or her client on an item on the agenda, or on a matter arising out of such item.

XIV. ADJOURN AS THE LAREDO MASS TRANSIT BOARD AND RECONVENE AS THE LAREDO CITY COUNCIL AND ADJOURN

This notice was posted at the Municipal Government Offices, 1110 Houston Street, Laredo, Texas, at a place convenient and readily accessible to the public at all times. Said notice was posted on Wednesday, December 1, 2010 at 6:30 p.m.

Gustavo Guevara, Jr.
City Secretary

COUNCIL COMMUNICATION

DATE:	SUBJECT: PUBLIC HEARING AND INTRODUCTORY ORDINANCE
12/6/10	Amending the City of Laredo's FY 2010 budget by appropriating additional revenues and expenditures in the amount of $515,097 for the Laredo Energy Arena (LEA) Fund and increase expenditure appropriations for the Sports and Community Venue by $515,097. The additional amount of $515,097 brings the total deficit to $1,485,719 for FY 2010.

INITIATED BY:	STAFF SOURCE:
Carlos R. Villarreal, City Manager Horacio De Leon, Assistant City Manager	Rosario C. Cabello, Financial Services Director Martin Aleman, Budget Manager

PREVIOUS COUNCIL ACTION:

On August 16, 2010 Council authorized the City Manager to increase revenue and expenditure appropriations in the amount of $200,000 for the Laredo Energy Arena (LEA) for an estimated deficit of $970,622.

BACKGROUND:

City Council approved a contract with SMG to manage the Laredo Energy Arena on December 2008. The City is now responsible for the operating loss of the facility.

FINANCIAL IMPACT:

LEA Operation Fund

	Amended Budget	Revised Budget	Amendment
Opening Balance	$ -	$ -	$ -
Revenues	$ 3,540,080	$ 3,540,080	$ -
Transfer In	$ 970,622	$ 1,485,719	$ 515,097
Total Revenues	$ 4,510,702	$ 5,025,799	$ -
Expenditures	$ 4,510,702	$ 5,025,799	$ 515,097
Ending Balance	$ -	$ -	$ -

Sports and Community Venue Fund

	Amended Budget	Revised Budget	Amendment
Opening Balance	$ 19,327,050	$ 19,327,050	$ -
Revenues	$ 6,599,646	$ 6,599,646	$ -
Total Available	$ 25,926,696	$ 25,926,696	$ -
Expenditures	$ 4,856,279	$ 5,371,376	$ 515,097
Ending Balance	$ 21,070,417	$ 20,555,320	$ (515,097)

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
	Conduct public hearing and introduce this ordinance.

INTRODUCTORY ORDINANCE

AMENDING THE CITY OF LAREDO'S FY 2010 BUDGET BY APPROPRIATING ADDITIONAL REVENUES AND EXPENDITURES IN THE AMOUNT OF $515,097 FOR THE LAREDO ENERGY ARENA (LEA) FUND AND INCREASE EXPENDITURE APPROPRIATIONS FOR THE SPORTS AND COMMUNITY VENUE FUND BY $515,097. THE ADDITIONAL AMOUNT OF $515,097 BRINGS THE TOTAL DEFICIT TO $1,485,719 FOR FY 2010.

WHEREAS, on August 16, 2010, City Council authorized to amend the budget for fiscal year 2010; and

WHEREAS, it is being requested to amend the budget for the Laredo Energy Arena Fund in order to reflect the total estimated revenues and expenditures that were generated and incurred during FY 2010;

WHEREAS, the total amount being transferred from the Sports and Community Venue is $1,485,719;

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO, TEXAS;

Section 1: Amending the City of Laredo's FY 2010 budget by appropriating additional revenues and expenditures in the amount of $515,097 for the Laredo Energy Arena (LEA) Fund and increase expenditure appropriations for the Sports and Community Venue by $515,097. The additional amount of $515,097 brings the total deficit to $1,485,719 for FY 2010.

Section 2: This Ordinance shall become effective upon passage thereof.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____DAY OF _____, 2010.

_____
RAUL G. SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

_____
APPROVED AS TO FORM:
RAUL CASSO
ATTORNEY

COUNCIL COMMUNICATION

DATE:	SUBJECT: Public Hearing and Introductory Ordinance
12/06/10	Authorizing City Manager to accept a grant from Homeland Security Grant, Texas Division of Emergency Management, in the amount of $315,000.00, and to appropriate the funds into the City of Laredo General Fund Budget (FY 2010-2011). The use of these funds will be apportioned as follows: $125,000.00 for the Information Service and Telecommunications Department, and $190,000.00 for the Police Department Bomb Squad Unit. No matching funds are required.

INITIATED BY:	STAFF SOURCE:
Carlos R. Villarreal, City Manager	Carlos R. Maldonado, Chief of Police

PREVIOUS COUNCIL ACTION:

BACKGROUND:

The City of Laredo has been designated as a sub-recipient of grants which were awarded to the Texas Division of Emergency Management (TDEM) entitled "State Homeland Security Grant Program" from the U.S. Department of Homeland Security, Office of Domestic Preparedness. The (TDEM) desires that the sub-recipient perform certain projects tasks, involving the procurement and management of the public safety resources.

FINANCIAL IMPACT:

	Original Budget	Budget Amendment	Amended Budget
Revenues:			
Homeland Security Grant	$0	$315,000	$315,000
Expenses:			
IST	$0	$125,000	$125,000
Police Dept. Bomb Squad	$0	$190,000	$190,000

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
	Staff recommends that City Council approve this Public Hearing as presented.

Public Hearing and Introductory Ordinance

Authorizing City Manager to accept a grant from Homeland Security Grant, Texas Division of Emergency Management, in the amount of $315,000.00, and to appropriate the funds into the City of Laredo General Fund Budget (FY 2010-2011). The use of these funds will be apportioned as follows: $125,000.00 for the Information Service and Telecommunications Department, and $190,000.00 for the Police Department Bomb Squad Unit. No matching funds are required.

Whereas, the City Manager is authorized to accept, reject, alter or terminate this grant on behalf of the City of Laredo; and

Whereas, The City of Laredo has been designated as a sub-recipient of grant which was awarded to the Texas Division of Emergency Management (TDEM) entitled "State Homeland Security Grant Program" from the U.S. Department of Homeland Security, Office of Domestic Preparedness. The DEM desires that the sub-recipient perform certain project tasks, involving the procurement and management of equipment; and

Whereas, The use of these funds will be divided in the following manner; $125,000 for Information Services & Telecommunications Department and $190,000 for the Police Department & Bomb Squad Unit; and

Whereas, the Homeland Security Grant Program and Texas Division of Emergency Management Division is providing the funding at no cost to the City of Laredo; and

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

The City of Laredo 2010 Homeland Security Grants is amended as follows:

	Original Budget	Budget Amendment	Amended Budget
Revenues:			
Homeland Security Grant	$0	$315,000	$315,000
Expenses:			
IST	$0	$125,000	$125,000
Police Dept. Bomb Squad	$0	$190,000	$190,000

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS _____ DAY OF _____, 2010.

_____

RAUL G. SALINAS,
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO IV, CITY ATTORNEY

_____
VALERIA ACEVEDO,
ASSISTANT CITY ATTORNEY

COUNCIL COMMUNICATION

Date:	SUBJECT: PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE
12/06/10	Altering and extending the boundary limits of the City of Laredo, annexing additional territory of 48.34 acres, more or less, located south of US Highway 359 and southwest of the City of Laredo Landfill, as further described by metes and bounds in Attachment "A", specifically the Highway 359 South Tract, providing for the effective date of the ordinance, adopting a service plan for the annexed territory, and establishing the initial zoning of R-1 (Single Family Residential District). District II Tract 3

Initiated by:	**Staff source:**
City of Laredo	Keith Selman, Planning Director Cynthia Collazo, Deputy City Manager

Prior action: On June 7, 2010, the City Council adopted a schedule of hearings and proceedings for voluntary and unilateral annexations for calendar year 2010 and directed staff to prepare a service plan for the proposed annexations on September 7, 2010. Texas Local Government Code, Section 43.063 requires two public hearings before City Council. The first public hearing occurred on November 1, 2010, and the second occurred on November 15, 2010.

COUNCIL DISTRICT: II – Esteban Rangel

BACKGROUND

The City of Laredo has initiated annexation proceedings for Tract 3, otherwise known as the Highway 359 South Tract (48.34 acres). A Service Plan was prepared outlining the services that would be provided including police protection, fire and emergency services, solid waste collection, operation and maintenance of water and wastewater services, operation and maintenance of roads and streets, and operation of parks, playgrounds, swimming pools, and any other publicly owned facility. The Service Plan is valid for a period of ten years.

The Planning and Zoning Commission held a public hearing on the proposed annexation and initial zoning of 48.34 acres as R-1 (Single Family Residential District), on November 18, 2010.

Letters sent to surrounding property owners regarding initial zoning: 8
In Favor: 0 Opposed: 0

FINANCIAL IMPACT:
Varies by tract.

P&Z COMMISSION RECOMMENDATION:	**STAFF RECOMMENDATION:**
The P & Z Commission, in a **5** to **0** vote, recommended **approval** of the annexation.	Staff **supports** the proposed annexation.
The P & Z Commission, in a **5** to **0** vote, recommended **approval** of the proposed initial zoning.	Staff **supports** the proposed initial zoning.

HIGHWAY 359 SOUTH TRACT
48.34 ACRES

ORDINANCE NO. 2010-O-

ALTERING AND EXTENDING THE BOUNDARY LIMITS OF THE CITY OF LAREDO, ANNEXING ADDITIONAL TERRITORY OF 48.34 ACRES, MORE OR LESS, LOCATED SOUTH OF U.S. HIGHWAY 359 AND SOUTHWEST OF THE CITY OF LAREDO LANDFILL, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHMENT "A", SPECIFICALLY THE HIGHWAY 359 SOUTH TRACT, PROVIDING FOR THE EFFECTIVE DATE OF THE ORDINANCE, ADOPTING A SERVICE PLAN FOR THE ANNEXED TERRITORY, AND ESTABLISHING THE INITIAL ZONING OF R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT).

WHEREAS, the territory hereinafter described is contiguous to the corporate limits of the City of Laredo, Texas, and is located within its extraterritorial jurisdiction; and

WHEREAS, the City Council believes and so finds that the annexation of such territory is in the public interest and will promote the general welfare; and

WHEREAS, two (2) public hearings were held in compliance with Article 43.052, of the Municipal Annexation Act; giving all persons interested in such annexation an opportunity to be heard; and

WHEREAS, notice of such public hearings was duly given, as provided by law, and such hearings were held on the date and at the time, place and hour so announced; and

WHEREAS, at said Public Hearings, the proposed Service Plan for the annexation territory herein described was considered by the City Council and was made available for public inspection.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: That the City of Laredo hereby adopts a Service Plan for the extension of municipal services into the territory described in Attachment "A". A copy of said Service Plan is marked Attachment "B" attached hereto and made a part hereof for all purposes.

Section 2: That the following described land and territory containing 48.34 acres lying adjacent to and adjoining the City of Laredo is hereby added and annexed to the City of Laredo, and said territory be and is included within the boundary limits of the City of Laredo, and the present boundary limits of said City, at the various points contiguous to the area hereinafter described, are altered and amended so as to include said area within the corporate limits of the City of Laredo. That from and after the effective date of this Ordinance, the Boundary Limits of the City of Laredo shall include all such additional, adjacent, and hereby annexed territory herein above described in Section 2. That from and after the final passage and adoption of this Ordinance, the Boundary Limits of the City of Laredo, Texas, shall be as herein above set out in Attachment "A", and the property situated therein shall bear its pro rata part or the taxes levied by the City of Laredo, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions and regulations of the City of Laredo.

HIGHWAY 359 SOUTH TRACT
48.34 ACRES

Section 3: That the Zoning Map of the City of Laredo be and is hereby amended to show the initial zoning designation boundaries, as set out in Attachment "A", attached hereto and made a part hereof for all purposes as R-1 (Single Family Residential District).

Section 4: That should any part of this Ordinance be declared invalid by a Court of competent jurisdiction, it shall not affect or vary the remaining parts of this Ordinance.

Section 5: That this Ordinance shall be published in the manner provided in article II, Section 2.09 (d) of the Charter of the City of Laredo.

Section 6: This Ordinance shall become effective upon December 31, 2010.

APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2010.

_____
RAUL G. SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

RAUL CASSO
CITY ATTORNEY

By: _____
NATHAN BRATTON
ASSISTANT CITY ATTORNEY

Tract 3 A 48.3402 Acre Tract of Land

A Tract of Land containing 48.3402 Acres, to be annexed and become part of the corporate limits of the City of Laredo, Webb County, Texas; said 48.3402 Acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a point on the southeast corner of the 2.4538 Acre Key Energy Tract, as per 2006 annexation, ordinance No. 2006-O-354, City of Laredo, Webb County, Texas, for the **POINT-OF-BEGINNING** hereof;

THENCE, N00°04'04"E, along the east boundary line of said Key Energy Tract, a distance of 217.97 feet, to a point on a south boundary line of the 484.7607 Acre Hwy 359/Landfill Tract, as per 1997 annexation, ordinance No. 97-O-307, for an exterior corner and point of deflection to the right;

THENCE, S72°10'00"E, along a south boundary line of said Hwy 359/Landfill Tract , a distance of 890.03 feet, for an exterior corner and point of deflection to the right;

THENCE, S00°04'04"W, continuing along a southeast boundary line of said Hwy 359/Landfill Tract , a distance of 940.22 feet, to a point on the northwest boundary line of the 222.28 Acre E.G. Ranch Tract, as per 2005 annexation, ordinance No. 2005-O-327,for an exterior corner and point of deflection to the right;

THENCE, N89°53'52"W, along the northwest boundary line of said E.G. Ranch Tract, a distance of 851.05, for an interior corner and point deflection to the left;

THENCE, N89°54'44"W, continuing along the northwest boundary line of said E.G. Ranch Tract, a distance of 727.41 feet, for an exterior corner and point of deflection to the right;

THENCE, N89°52'48"W, continuing along the northwest boundary line of said E.G. Ranch Tract, a distance of 222.64 feet, to a point on the southeast corner of the 23.39 Acre Carrasco Tract, as per 2005 annexation, ordinance No. 2005-O-326, for an exterior corner and point of deflection to the right;

THENCE, N00°04'04"E, along the east boundary line of said Carrasco Tract, a distance of 1,517.68 feet, to a point on a said south boundary line of Hwy 359/Landfill Tract, for an exterior corner and point of deflection to the right;

THENCE, S72°10'00"E, along a said south boundary line of Hwy 359/Landfill Tract , a distance of 852.54 feet, to the northerly corner of said Key Energy Tract, for an interior corner and point of deflection to the right;

THENCE, S10°39'44"W, along a the boundary line of said Key Energy Tract, a distance of 35.92 feet, for an interior corner and point of deflection to the right;

THENCE, N89°20'28"W, continuing along a the northwest boundary line of said Key Energy Tract, a distance of 310.00 feet, for an interior corner and point of deflection to the left;

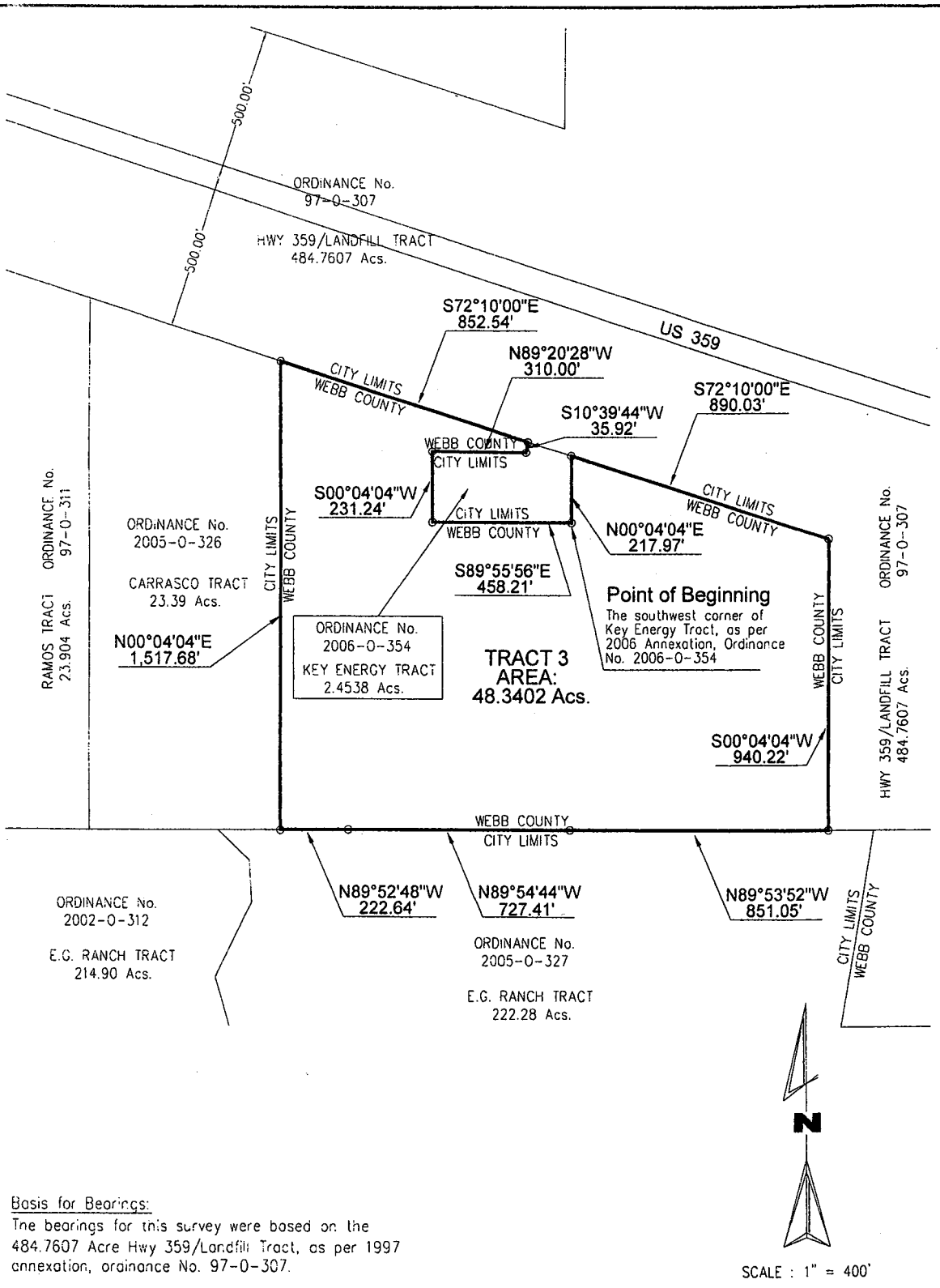
THENCE, S00°04'04"W, continuing along the west boundary line of said Key Energy Tract, a distance of 231.24 feet, to for an interior corner and point of deflection to the left;

THENCE, S89°55'56"E, continuing along the south boundary line of said Key Energy Tract, a distance of 458.21 feet, to the **POINT-OF-BEGINNING** of this tract of land, containing 48.3402 Acres, in the City of Laredo, Webb County, Texas.

I, **ROGELIO RIVERA**, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that the foregoing description is true and correct to my best knowledge and belief and was prepared from record information available made under my supervision on this 4th Day of January, 2010.

WITNESS MY HAND AND SEAL THIS **7th** DAY OF **JANUARY, 2010.**

ROGELIO RIVERA, P.E., CITY ENGINEER
R.P.L.S. Texas No. 3052



SCALE : 1" = 400'

Basis for Bearings:
The bearings for this survey were based on the 484.7607 Acre Hwy 359/Landfill Tract, as per 1997 annexation, ordinance No. 97-0-307.

I, Rogelio Rivera, Registered Profesional Land Surveyor of the State of Texas do hereby certify that the foregoing is true and correct and was prepared from record information available made under my supervision this 7th day of January 2010.

Rogelio Rivera P.E.
Texas R.P.L.S. No. 3052

CITY OF LAREDO
ENGINEERING DEPARTMENT
1110 HOUSTON ST. LAREDO, TX. 78040

SURVEY
of Tract 3

A 48.3402 Acres Tract of Land, to be annexed and become part of the corporate limits of the City of Laredo, Webb County, Texas.

Attachment "A" (3 of 3)

	BY :	DATE :
DRAWN :	C. Chapa	01-07-10
CHECKED :	R. Rivera, P.E.	01-07-10

CITY OF LAREDO
ANNEXATION SERVICE PLAN
TRACT 3
HIGHWAY 359 SOUTH TRACT

Annexation proceedings were initiated by the City of Laredo for property designated as "Tract 3 (Highway 359 South Tract)" and described by metes and bounds in Attachment "A" of this Ordinance and made a part hereof for all purposes. This Service Plan was prepared in accordance with the requirements of Section 43.056 of the Texas Local Government Code and was available for review by the public at hearings duly held on November 1, 2010 and November 15, 2010. Public notice of the hearings was provided on October 15 and October 29, 2010, not more than twenty or less than ten days before the hearing as provided in Section 43.052 of the Texas Local Government Code.

Section 1. Services to be provided within sixty days

1. Police Protection: Police protection shall be provided to the tract immediately upon annexation. Police protection shall include traffic control enforcement, crime prevention activities, police patrol, crime investigation and emergency response.

2. Fire protection and Emergency Medical Services: First response fire and EMS service will be provided to the area from Fire Station No. 11, which is located approximately 1.5 miles from the proposed site. Fire services include protection, prevention and emergency medical response.

3. Solid Waste Collection: The collection and disposal of solid waste will be extended to the area within thirty days on the same basis as other residential and institutional customers. Institutional, commercial and industrial generators of solid waste may use city services or contract with private haulers. Disposal of all solid waste will be at the municipal sanitary landfill. Fee charged customers within the tract will be the same as all similarly classified customers.

4a. Public Water Services: Water service will be provided to the customer at the same rates charged like customers within the city limits. The City Charter and city ordinances require that all line extensions be made at the expense of the developer to conform to city standards. Water for fire protection services will be provided to the tract on the same basis and subject to the same requirements as all new development within the city limits.

4b. Public Wastewater Services: Wastewater service will be provided to the customer at the same rates charged like customers within the city limits. The City Charter and city ordinances require that all line extensions be made at the expense of the developer to conform to city standards. Wastewater services will be provided to the tract on the same basis and subject to the same requirements as all new development within the city limits.

5. Maintenance of roads and streets: Public roads and streets will be maintained on the effective date of the annexation in the same manner as all roads and streets within the city limits. Road maintenance consists of repair of paving, maintenance of traffic lights, controls and signals, and will be provided immediately upon annexation. City ordinances require that street lighting of all new development be provided by the developer.

6. Maintenance of parks, playgrounds and swimming pools: No public parks, playgrounds or swimming pools are presently located within the tract. All recreational facilities required by

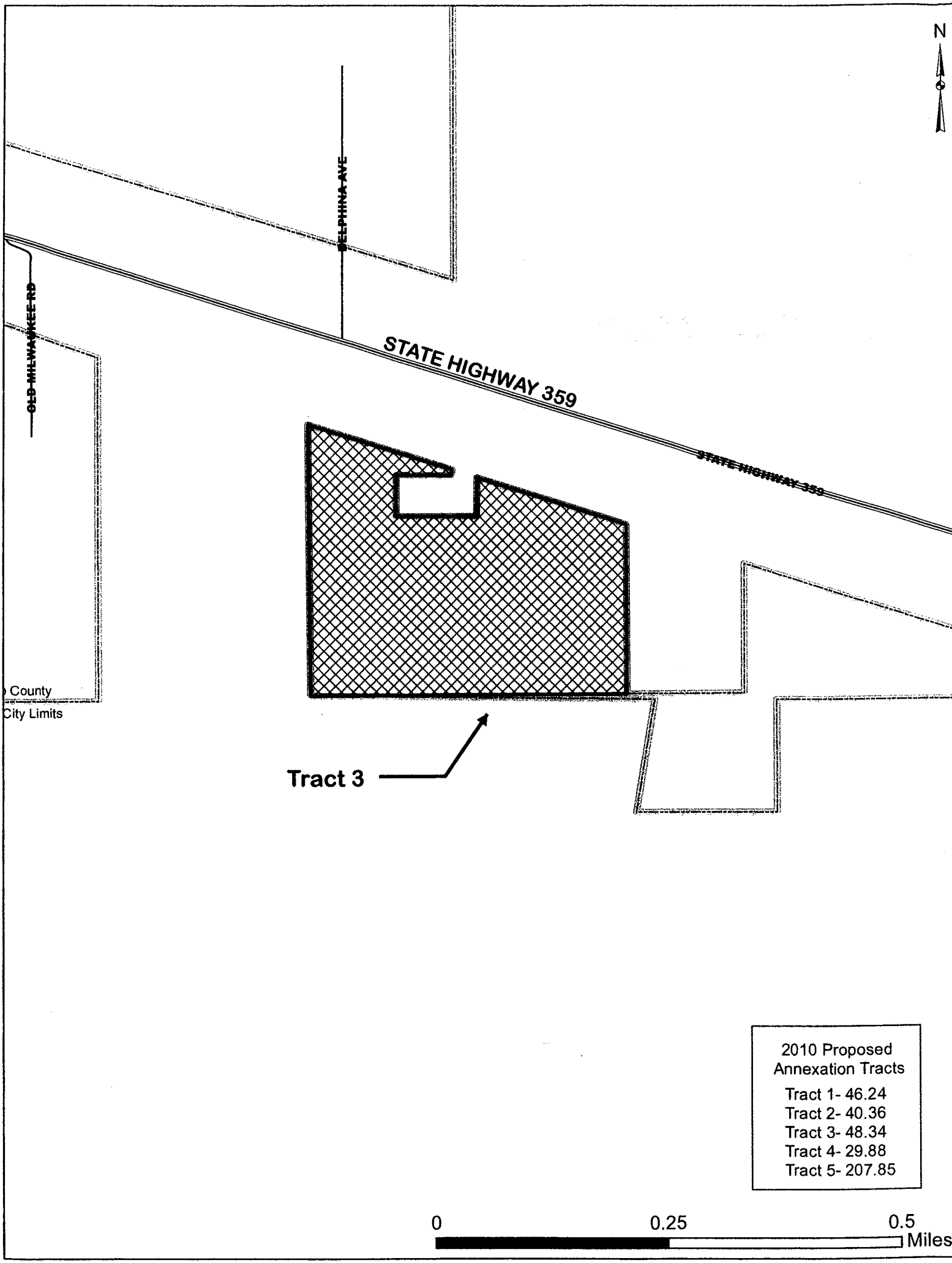
the development shall be provided at the expense of the developer, its successors and assigns at such time as warranted by the development.

7. Maintenance of other public facilities: All facilities required by the development shall be provided at the expense of the developer, its successors and assigns, or jointly in cooperation with the city at such time as warranted by the development.

The Service Plan does not contemplate the creation of another political subdivision. The Service Plan does not propose fewer or a lower level of service than currently exists in the tract.

Section 2. Capital Improvements: The Service Plan does not require a landowner in the area to fund the capital improvements in a manner inconsistent with Chapter 395 of the Texas Local Government Code unless otherwise agreed to by the landowner. Construction of capital improvements shall begin within two years after the effective date of annexation and shall be substantially completed within 4 ½ years after that date as provided in Subchapter C, Section 43.056 of the Texas Local Government Code. The municipality shall provide municipal services by any of the methods by which it extends the services to any other area of the municipality.

The Service Plan is valid for a period of ten years, and all services within the area shall be provided in accordance with the Plan. Should an ordinance pertaining to reserve areas or impact fees be adopted by the City Council, the ordinance shall supersede any provisions established herein.


N
DELPHINA AVE
OLD MILWAUKEE RD
STATE HIGHWAY 359
STATE HIGHWAY 359
County
City Limits
Tract 3
2010 Proposed
Annexation Tracts
Tract 1- 46.24
Tract 2- 40.36
Tract 3- 48.34
Tract 4- 29.88
Tract 5- 207.85
0
0.25
0.5
Miles

COUNCIL COMMUNICATION

Date:	SUBJECT: PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE Altering and extending the boundary limits of the City of Laredo, annexing additional territory of 29.88 acres, more or less, located south of US Highway 359 and south of the City of Laredo Landfill, as further described by metes and bounds in Attachment "A", specifically the Highway 359 East Tract, providing for the effective date of the ordinance, adopting a service plan for the annexed territory, and establishing the initial zoning of R-1 (Single Family Residential District). District II Tract 4
12/06/10	

Initiated by:	Staff source:
City of Laredo	Keith Selman, Planning Director Cynthia Collazo, Deputy City Manager

Prior action: On June 7, 2010, the City Council adopted a schedule of hearings and proceedings for voluntary and unilateral annexations for calendar year 2010 and directed staff to prepare a service plan for the proposed annexations on September 7, 2010. Texas Local Government Code, Section 43.063 requires two public hearings before City Council. The first public hearing occurred on November 1, 2010, and the second occurred on November 15, 2010.

COUNCIL DISTRICT: II – Esteban Rangel

BACKGROUND

The City of Laredo has initiated annexation proceedings for Tract 4, otherwise known as the Highway 359 East Tract (29.88 acres). A Service Plan was prepared outlining the services that would be provided including police protection, fire and emergency services, solid waste collection, operation and maintenance of water and wastewater services, operation and maintenance of roads and streets, and operation of parks, playgrounds, swimming pools, and any other publicly owned facility. The Service Plan is valid for a period of ten years.

The Planning and Zoning Commission held a public hearing on the proposed annexation and initial zoning of 29.88 acres as R-1 (Single Family Residential District), on November 18, 2010.

Letters sent to surrounding property owners regarding initial zoning: 12
In Favor: 0 Opposed: 0

FINANCIAL IMPACT:
Varies by tract.

P&Z COMMISSION RECOMMENDATION:	STAFF RECOMMENDATION:
The P & Z Commission, in a **5** to **0** vote, recommended **approval** of the annexation.	Staff **supports** the proposed annexation.
The P & Z Commission, in a **5** to **0** vote, recommended **approval** of the proposed initial zoning.	Staff **supports** the proposed initial zoning.

HIGHWAY 359 EAST TRACT
29.88 ACRES

ORDINANCE NO. 2010-O-

ALTERING AND EXTENDING THE BOUNDARY LIMITS OF THE CITY OF LAREDO, ANNEXING ADDITIONAL TERRITORY OF 29.88 ACRES, MORE OR LESS, LOCATED SOUTH OF U.S. HIGHWAY 359 AND SOUTH OF THE CITY OF LAREDO LANDFILL, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHMENT "A", SPECIFICALLY THE HIGHWAY 359 EAST TRACT, PROVIDING FOR THE EFFECTIVE DATE OF THE ORDINANCE, ADOPTING A SERVICE PLAN FOR THE ANNEXED TERRITORY, AND ESTABLISHING THE INITIAL ZONING OF R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT).

WHEREAS, the territory hereinafter described is contiguous to the corporate limits of the City of Laredo, Texas, and is located within its extraterritorial jurisdiction; and

WHEREAS, the City Council believes and so finds that the annexation of such territory is in the public interest and will promote the general welfare; and

WHEREAS, two (2) public hearings were held in compliance with Article 43.052, of the Municipal Annexation Act; giving all persons interested in such annexation an opportunity to be heard; and

WHEREAS, notice of such public hearings was duly given, as provided by law, and such hearings were held on the date and at the time, place and hour so announced; and

WHEREAS, at said Public Hearings, the proposed Service Plan for the annexation territory herein described was considered by the City Council and was made available for public inspection.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: That the City of Laredo hereby adopts a Service Plan for the extension of municipal services into the territory described in Attachment "A". A copy of said Service Plan is marked Attachment "B" attached hereto and made a part hereof for all purposes.

Section 2: That the following described land and territory containing 29.88 acres lying adjacent to and adjoining the City of Laredo is hereby added and annexed to the City of Laredo, and said territory be and is included within the boundary limits of the City of Laredo, and the present boundary limits of said City, at the various points contiguous to the area hereinafter described, are altered and amended so as to include said area within the corporate limits of the City of Laredo. That from and after the effective date of this Ordinance, the Boundary Limits of the City of Laredo shall include all such additional, adjacent, and hereby annexed territory herein above described in Section 2. That from and after the final passage and adoption of this Ordinance, the Boundary Limits of the City of Laredo, Texas, shall be as herein above set out in Attachment "A", and the property situated therein shall bear its pro rata part or the taxes levied by the City of Laredo, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions and regulations of the City of Laredo.

HIGHWAY 359 EAST TRACT
29.88 ACRES

Section 3: That the Zoning Map of the City of Laredo be and is hereby amended to show the initial zoning designation boundaries, as set out in Attachment "A", attached hereto and made a part hereof for all purposes as R-1 (Single Family Residential District).

Section 4: That should any part of this Ordinance be declared invalid by a Court of competent jurisdiction, it shall not affect or vary the remaining parts of this Ordinance.

Section 5: That this Ordinance shall be published in the manner provided in article II, Section 2.09 (d) of the Charter of the City of Laredo.

Section 6: This Ordinance shall become effective upon December 31, 2010.

APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2010.

_____
RAUL G. SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

RAUL CASSO
CITY ATTORNEY

By: _____
NATHAN BRATTON
ASSISTANT CITY ATTORNEY

CITY OF LAREDO
ENGINEERING DEPARTMENT

LAREDO, TEXAS
1755

Tract 4 A 29.8814 Acre Tract of Land

A Tract of Land containing 29.8814 Acres, to be annexed and become part of the corporate limits of the City of Laredo, Webb County, Texas; said 29.8814 Acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a point on the most southeasterly corner of the 484.7607 Acre Hwy 359/Landfill Tract, as per 1997 annexation, ordinance No. 97-O-307, City of Laredo, Webb County, Texas, for the **POINT-OF-BEGINNING** hereof;

THENCE, S72°09'22"E, along a south boundary line of the 617.8277 Acre Hwy 359 Tract, a distance of 901.33 feet, to an exterior corner and point of deflection to the right;

THENCE, S00°22'52"W, a distance of 68.55 feet, to a point on the most northerly-east corner of the 222.28 Acre E.G. Ranch Tract, as per 2005 annexation, ordinance No. 2005-O-327, for an exterior corner and point of deflection to the right;

THENCE, N89°42'56"W, along a north boundary line of said E.G. Ranch Tract, a distance of 1,813.04 feet, to an interior corner and point of deflection to the left;

THENCE, S00°01'48"W, continuing along the boundary line of said E.G. Ranch Tract, a distance of 633.50, for an exterior corner and point deflection to the right;

THENCE, N89°42'56"W, continuing along the boundary line of said E.G. Ranch Tract, a distance of 803.34 feet, for an exterior corner and point of deflection to the right;

THENCE, N09°47'54"E, continuing along the boundary line of said E.G. Ranch Tract, a distance of 641.76 feet, to a point on the most southerly boundary line of said Hwy 359/Landfill Tract, for an exterior corner and point of deflection to the right;

THENCE, S89°41'46"E, along the most southerly boundary line of said Hwy 359/Landfill Tract, a distance of 428.21 feet, for an interior corner and point of deflection to the left;

THENCE, N00°04'04"E, along a southeast boundary line of said Hwy 359/Landfill Tract, a distance of 727.89 feet, to an exterior corner and point of deflection to the right;

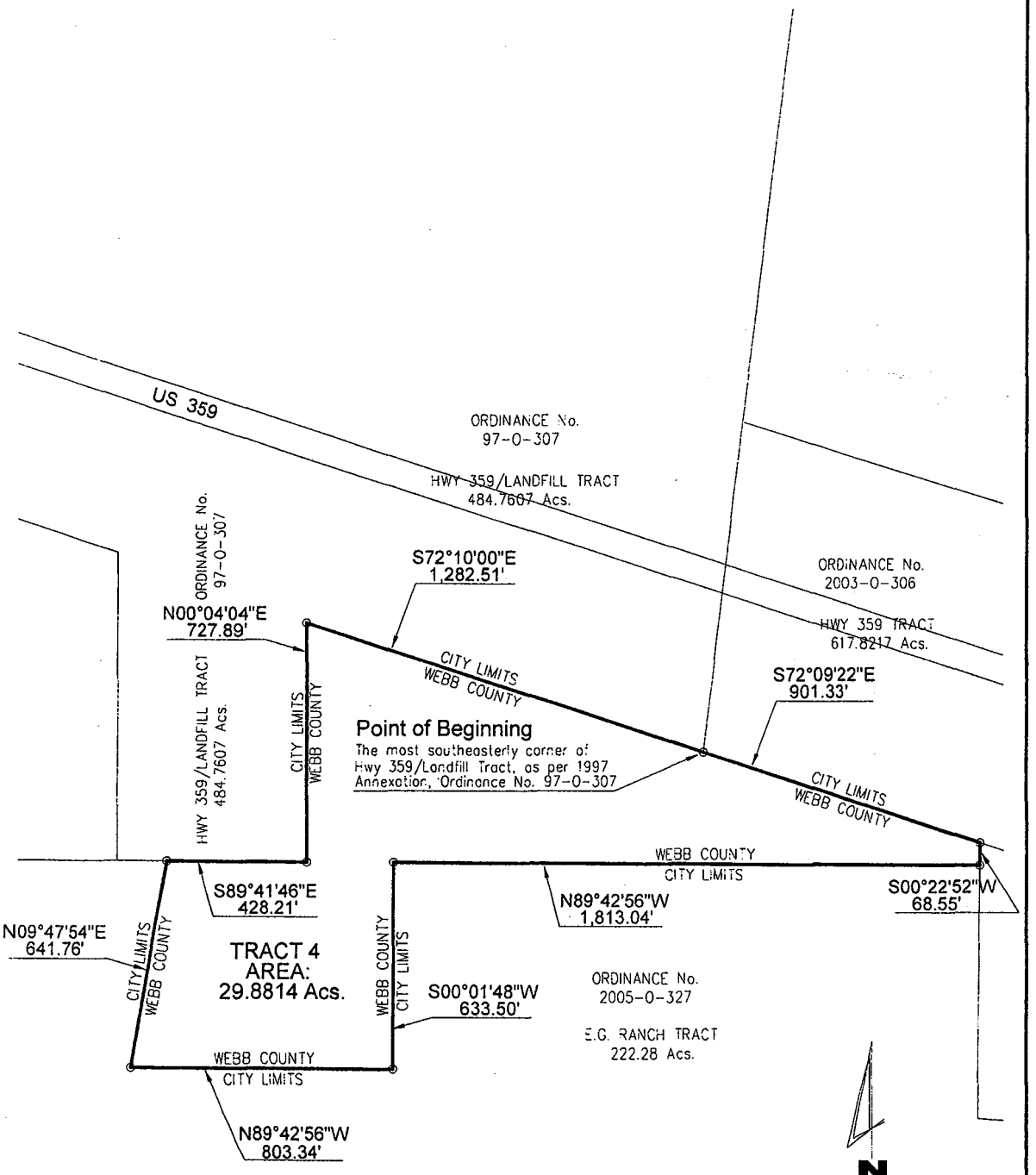
THENCE, S72°10'00"E, along a south boundary line of said Hwy 359/Landfill Tract, a distance of 1,282.51 feet, to the **POINT-OF-BEGINNING** of this tract of land, containing 29.8814 Acres, in the City of Laredo, Webb County, Texas.

I, **ROGELIO RIVERA**, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that the foregoing description is true and correct to my best knowledge and belief and was prepared from record information available made under my supervision on this 4th Day of January, 2010.

WITNESS MY HAND AND SEAL THIS **7th** DAY OF **JANUARY, 2010.**

ROGELIO RIVERA, P.E., CITY ENGINEER
R.P.L.S. Texas No. 3052

ATTACHMENT "A" (1 of 2)



SCALE : 1" = 400'

Basis for Bearings:
The bearings for this survey were based on the 484.7607 Acre Hwy 359/Landfill Tract, as per 1997 annexation, ordinance No. 97-0-307.

I, Rogelio Rivera, Registered Profesional Land Surveyor of the State of Texas do hereby certify that the foregoing is true and correct and was prepared from record information available made under my supervision this 7th day of January 2010.

ATTACHMENT "A" (2 of 2)

Rogelio Rivera P.E.
Texas R.P.L.S. No. 3052

CITY OF LAREDO
ENGINEERING DEPARTMENT
1110 HOUSTON ST. LAREDO, TX. 78040

SURVEY
of Tract 4

A 29.8814 Acres Tract of Land, to be annexed and become part of the corporate limits of the City of Laredo, Webb County, Texas.

	BY :	DATE :
DRAWN :	C. Chapa	01-07-10
CHECKED :	R. Rivera, P.E.	01-07-10

CITY OF LAREDO
ANNEXATION SERVICE PLAN
TRACT 4
HIGHWAY 359 EAST TRACT

Annexation proceedings were initiated by the City of Laredo for property designated as "Tract 4 (Highway 359 East Tract)" and described by metes and bounds in Attachment "A" of this Ordinance and made a part hereof for all purposes. This Service Plan was prepared in accordance with the requirements of Section 43.056 of the Texas Local Government Code and was available for review by the public at hearings duly held on November 1, 2010 and November 15, 2010. Public notice of the hearings was provided on October 15 and October 29, 2010, not more than twenty or less than ten days before the hearing as provided in Section 43.052 of the Texas Local Government Code.

Section 1. Services to be provided within sixty days

1. Police Protection: Police protection shall be provided to the tract immediately upon annexation. Police protection shall include traffic control enforcement, crime prevention activities, police patrol, crime investigation and emergency response.

2. Fire protection and Emergency Medical Services: First response fire and EMS service will be provided to the area from Fire Station No. 11, which is located approximately 1.8 miles from the proposed site. Fire services include protection, prevention and emergency medical response.

3. Solid Waste Collection: The collection and disposal of solid waste will be extended to the area within thirty days on the same basis as other residential and institutional customers. Institutional, commercial and industrial generators of solid waste may use city services or contract with private haulers. Disposal of all solid waste will be at the municipal sanitary landfill. Fee charged customers within the tract will be the same as all similarly classified customers.

4a. Public Water Services: Water service will be provided to the customer at the same rates charged like customers within the city limits. The City Charter and city ordinances require that all line extensions be made at the expense of the developer to conform to city standards. Water for fire protection services will be provided to the tract on the same basis and subject to the same requirements as all new development within the city limits.

4b. Public Wastewater Services: Wastewater service will be provided to the customer at the same rates charged like customers within the city limits. The City Charter and city ordinances require that all line extensions be made at the expense of the developer to conform to city standards. Wastewater services will be provided to the tract on the same basis and subject to the same requirements as all new development within the city limits.

5. Maintenance of roads and streets: Public roads and streets will be maintained on the effective date of the annexation in the same manner as all roads and streets within the city limits. Road maintenance consists of repair of paving, maintenance of traffic lights, controls and signals, and will be provided immediately upon annexation. City ordinances require that street lighting of all new development be provided by the developer.

6. Maintenance of parks, playgrounds and swimming pools: No public parks, playgrounds or swimming pools are presently located within the tract. All recreational facilities required by

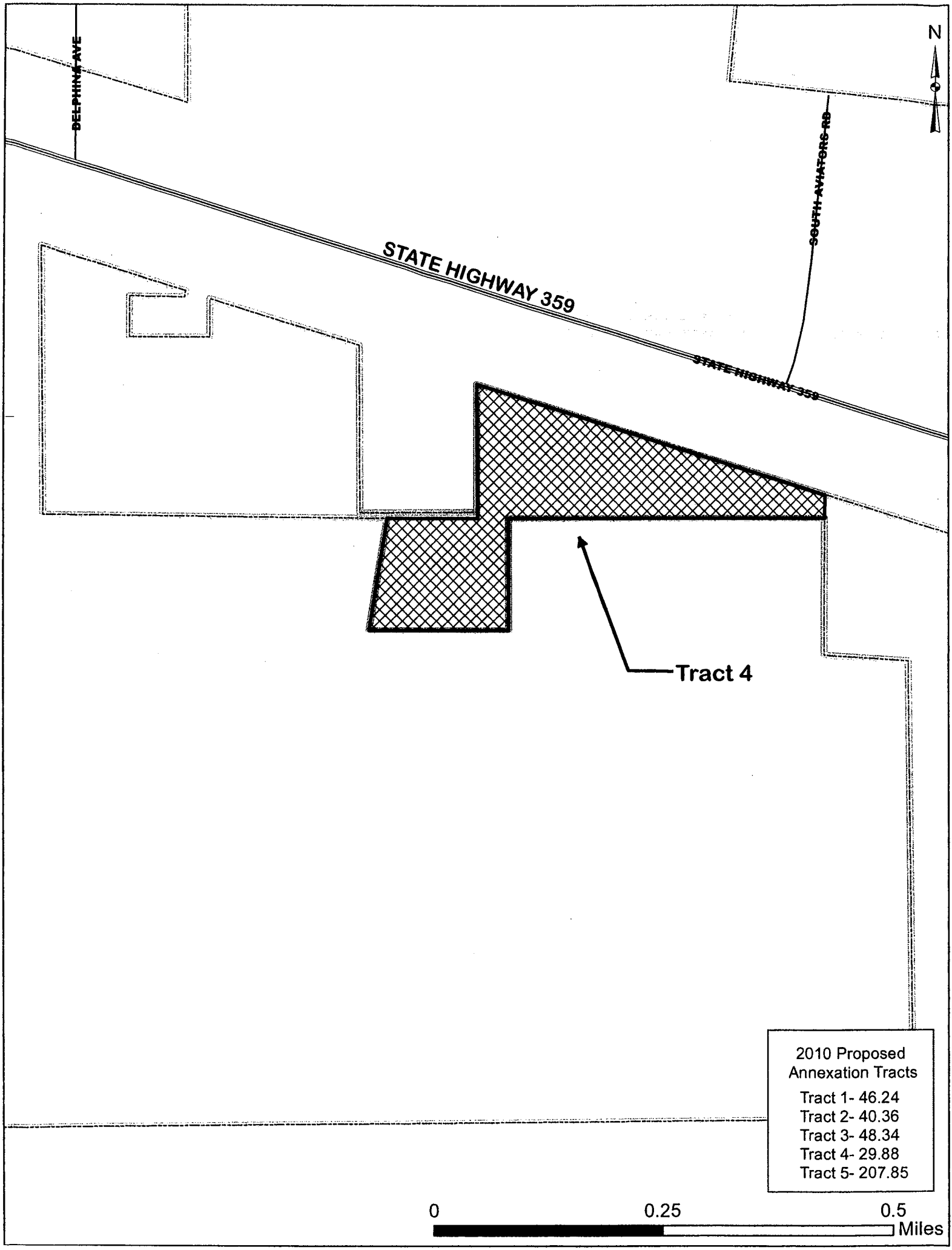
the development shall be provided at the expense of the developer, its successors and assigns at such time as warranted by the development.

7. Maintenance of other public facilities: All facilities required by the development shall be provided at the expense of the developer, its successors and assigns, or jointly in cooperation with the city at such time as warranted by the development.

The Service Plan does not contemplate the creation of another political subdivision. The Service Plan does not propose fewer or a lower level of service than currently exists in the tract.

Section 2. Capital Improvements: The Service Plan does not require a landowner in the area to fund the capital improvements in a manner inconsistent with Chapter 395 of the Texas Local Government Code unless otherwise agreed to by the landowner. Construction of capital improvements shall begin within two years after the effective date of annexation and shall be substantially completed within 4 ½ years after that date as provided in Subchapter C, Section 43.056 of the Texas Local Government Code. The municipality shall provide municipal services by any of the methods by which it extends the services to any other area of the municipality.

The Service Plan is valid for a period of ten years, and all services within the area shall be provided in accordance with the Plan. Should an ordinance pertaining to reserve areas or impact fees be adopted by the City Council, the ordinance shall supersede any provisions established herein.


DELPHINA AVE
SOUTH AVIATORS RD
STATE HIGHWAY 359
STATE HIGHWAY 359
N
Tract 4
2010 Proposed Annexation Tracts
Tract 1- 46.24
Tract 2- 40.36
Tract 3- 48.34
Tract 4- 29.88
Tract 5- 207.85
0
0.25
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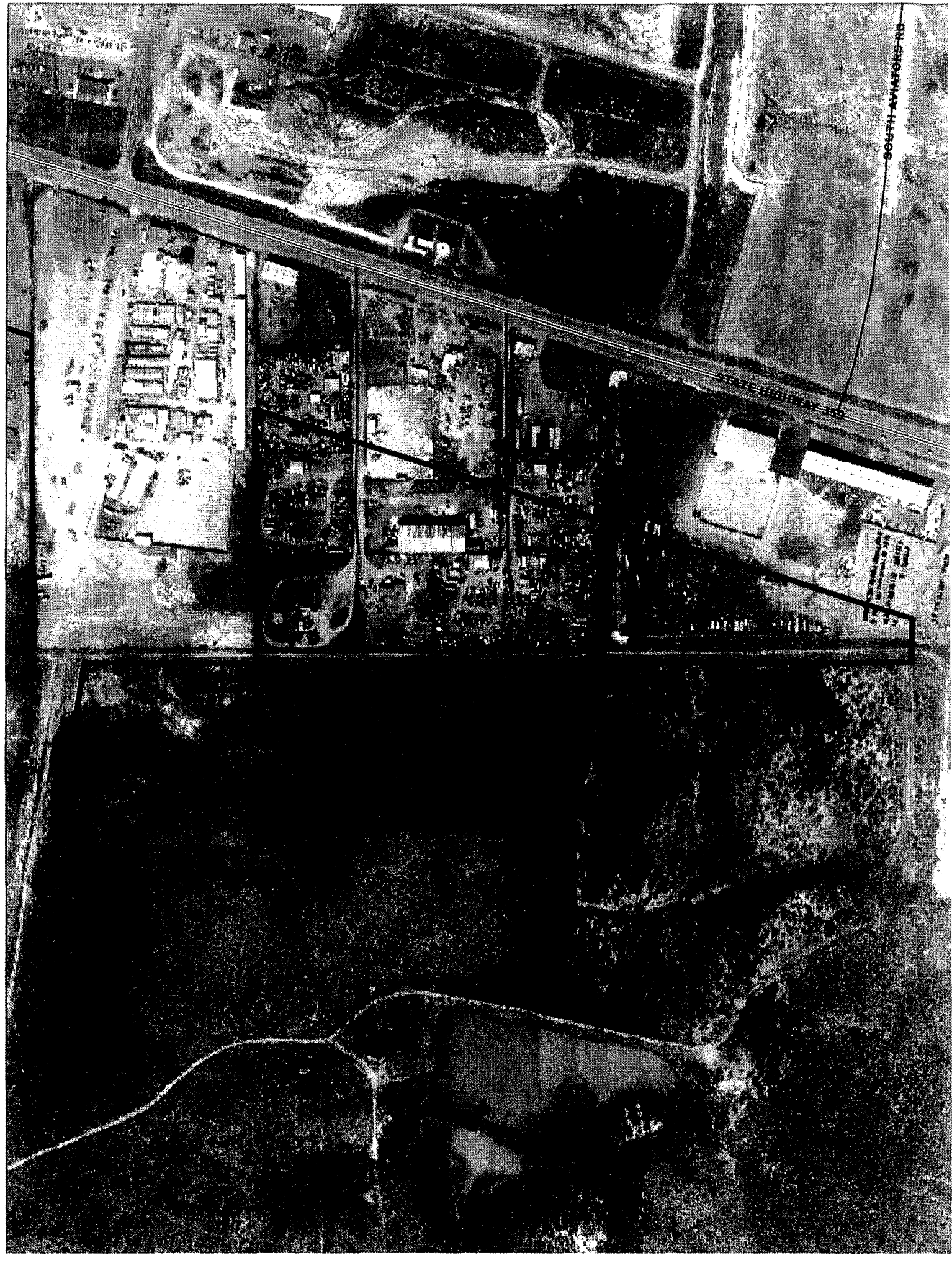
Miles


STATE HIGHWAY 159

COUNCIL COMMUNICATION

Date:	SUBJECT: PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE Altering and extending the boundary limits of the City of Laredo, annexing additional territory of 207.85 acres, more or less, located west of Ejido Avenue and north of La Pita Mangana Road, as further described by metes and bounds in Attachment "A", specifically the South Laredo Tract, providing for the effective date of the ordinance, adopting a service plan for the annexed territory, and establishing the initial zoning of R-1 (Single Family Residential District). District I Tract 5
12/06/10	

Initiated by:	Staff source:
City of Laredo	Keith Selman, Planning Director Cynthia Collazo, Deputy City Manager

Prior action: On June 7, 2010, the City Council adopted a schedule of hearings and proceedings for voluntary and unilateral annexations for calendar year 2010 and directed staff to prepare a service plan for the proposed annexations on September 7, 2010. Texas Local Government Code, Section 43.063 requires two public hearings before City Council. The first public hearing occurred on November 1, 2010, and the second occurred on November 15, 2010.

COUNCIL DISTRICT: I – Mike Garza

BACKGROUND

The City of Laredo has initiated annexation proceedings for Tract 5, otherwise known as the South Laredo Tract (207.85 acres). A Service Plan was prepared outlining the services that would be provided including police protection, fire and emergency services, solid waste collection, operation and maintenance of water and wastewater services, operation and maintenance of roads and streets, and operation of parks, playgrounds, swimming pools, and any other publicly owned facility. The Service Plan is valid for a period of ten years.

The Planning and Zoning Commission held a public hearing on the proposed annexation and initial zoning of 207.85 acres as R-1 (Single Family Residential District), on November 18, 2010.

Letters sent to surrounding property owners regarding initial zoning: 190
In Favor: 0 Opposed: 0

FINANCIAL IMPACT:
Varies by tract.

P&Z COMMISSION RECOMMENDATION:	STAFF RECOMMENDATION:
The P & Z Commission, in a **5** to **0** vote, recommended **approval** of the annexation.	Staff **supports** the proposed annexation.
The P & Z Commission, in a **5** to **0** vote, recommended **approval** of the proposed initial zoning.	Staff **supports** the proposed initial zoning.

SOUTH LAREDO TRACT
207.85 ACRES

ORDINANCE NO. 2010-O-

ALTERING AND EXTENDING THE BOUNDARY LIMITS OF THE CITY OF LAREDO, ANNEXING ADDITIONAL TERRITORY OF 207.85 ACRES, MORE OR LESS, LOCATED WEST OF EJIDO AVENUE AND NORTH OF LA PITA MANGANA ROAD, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHMENT "A", SPECIFICALLY THE SOUTH LAREDO TRACT, PROVIDING FOR THE EFFECTIVE DATE OF THE ORDINANCE, ADOPTING A SERVICE PLAN FOR THE ANNEXED TERRITORY, AND ESTABLISHING THE INITIAL ZONING OF R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT).

WHEREAS, the territory hereinafter described is contiguous to the corporate limits of the City of Laredo, Texas, and is located within its extraterritorial jurisdiction; and

WHEREAS, the City Council believes and so finds that the annexation of such territory is in the public interest and will promote the general welfare; and

WHEREAS, two (2) public hearings were held in compliance with Article 43.052, of the Municipal Annexation Act; giving all persons interested in such annexation an opportunity to be heard; and

WHEREAS, notice of such public hearings was duly given, as provided by law, and such hearings were held on the date and at the time, place and hour so announced; and

WHEREAS, at said Public Hearings, the proposed Service Plan for the annexation territory herein described was considered by the City Council and was made available for public inspection.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: That the City of Laredo hereby adopts a Service Plan for the extension of municipal services into the territory described in Attachment "A". A copy of said Service Plan is marked Attachment "B" attached hereto and made a part hereof for all purposes.

Section 2: That the following described land and territory containing 207.85 acres lying adjacent to and adjoining the City of Laredo is hereby added and annexed to the City of Laredo, and said territory be and is included within the boundary limits of the City of Laredo, and the present boundary limits of said City, at the various points contiguous to the area hereinafter described, are altered and amended so as to include said area within the corporate limits of the City of Laredo. That from and after the effective date of this Ordinance, the Boundary Limits of the City of Laredo shall include all such additional, adjacent, and hereby annexed territory herein above described in Section 2. That from and after the final passage and adoption of this Ordinance, the Boundary Limits of the City of Laredo, Texas, shall be as herein above set out in Attachment "A", and the property situated therein shall bear its pro rata part or the taxes levied by the City of Laredo, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions and regulations of the City of Laredo.

SOUTH LAREDO TRACT
207.85 ACRES

Section 3: That the Zoning Map of the City of Laredo be and is hereby amended to show the initial zoning designation boundaries, as set out in Attachment "A", attached hereto and made a part hereof for all purposes as R-1 (Single Family Residential District).

Section 4: That should any part of this Ordinance be declared invalid by a Court of competent jurisdiction, it shall not affect or vary the remaining parts of this Ordinance.

Section 5: That this Ordinance shall be published in the manner provided in article II, Section 2.09 (d) of the Charter of the City of Laredo.

Section 6: This Ordinance shall become effective upon December 31, 2010.

APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2010.

_____
RAUL G. SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

By: _____
NATHAN BRATTON
ASSISTANT CITY ATTORNEY

CITY OF LAREDO
ENGINEERING DEPARTMENT

LAREDO, TEXAS
1755

Tract 5 A 207.8594 Acre Tract of Land

A Tract of Land containing 207.8594 Acres, to be annexed and become part of the corporate limits of the City of Laredo, Webb County, Texas; said 207.8594 Acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a point on the northeast corner of the Pita Mangana Road Plat, as recorded in volume 4, page 2, of the Webb County Plat Records, being this point the southwest corner of this tract of land and the **POINT-OF-BEGINNING** hereof;

THENCE, N00°17'55"W, along the east boundary line of the 483.835 Acre East Portion of South Annexation Tract, as per 1983 annexation, ordinance No. 83-O-00057, a distance of 326.91 feet, for an exterior corner and point deflection to the right;

THENCE, N01°52'00"E, continuing along the east boundary line of said East Portion of South Annexation Tract, a distance of 3,475.38 feet, to an exterior corner and point of deflection to the right;

THENCE, N89°21'00"E, continuing along a boundary line of said East Portion of South Annexation Tract, a distance of 1,311.45 feet, to a point on the northwesterly corner of the 256.66 Acre Zachry Tract, as per 2003 annexation, ordinance No. 2003-O-305, for an exterior corner and point of deflection to the right;

THENCE, S02°00'00"W, along the westerly boundary line of said Zachry Tract , a distance of 693.19 feet, for an interior corner and point of deflection to the left;

THENCE, N89°11'29"E, along the south boundary line of said Zachry Tract , a distance of 1,385.04 feet, to a point on the northwest corner of the 44.53 Acre 4V Holding Tract, as per 2006 annexation, ordinance No. 2006-O-353, for an exterior corner and point of deflection to the right;

THENCE, S00°07°44'W, along the west boundary line of said 4V Holding Tract , a distance of 802.43 feet, to a point on the northwest corner of the 125.026 Acre Wormser Ranch II Tract, as per 1999 annexation, ordinance No. 99-O-347, for an interior corner and point of deflection to the left;

THENCE, S00°43°27'E, along the west boundary line of said Wormser Ranch II Tract , a distance of 2,325.20 feet, for an exterior corner and point of deflection to the right;

THENCE, S89°42°05'W, along the north boundary line of the 34.2553 Acre and 50.7018 Acre Tracts, Colonia Los Angeles, as per 1991 annexation, ordinance Nos. 91-O-226 and 91-O-044, a distance of 1,245.74 feet, to a point on the southeast corner of the 10.00 Acre UISD Tract, as per 2001 annexation, ordinance No. 2001-O-286, for an exterior corner and point of deflection to the right;

THENCE, N00°17°55'W, along the east boundary line of said UISD Tract, a distance of 622.29 feet, for an interior corner and point of deflection to the left;

THENCE, S89°42°05'W, along the north boundary line of said UISD Tract, a distance of 700.00 feet, for an interior corner and point of deflection to the left;

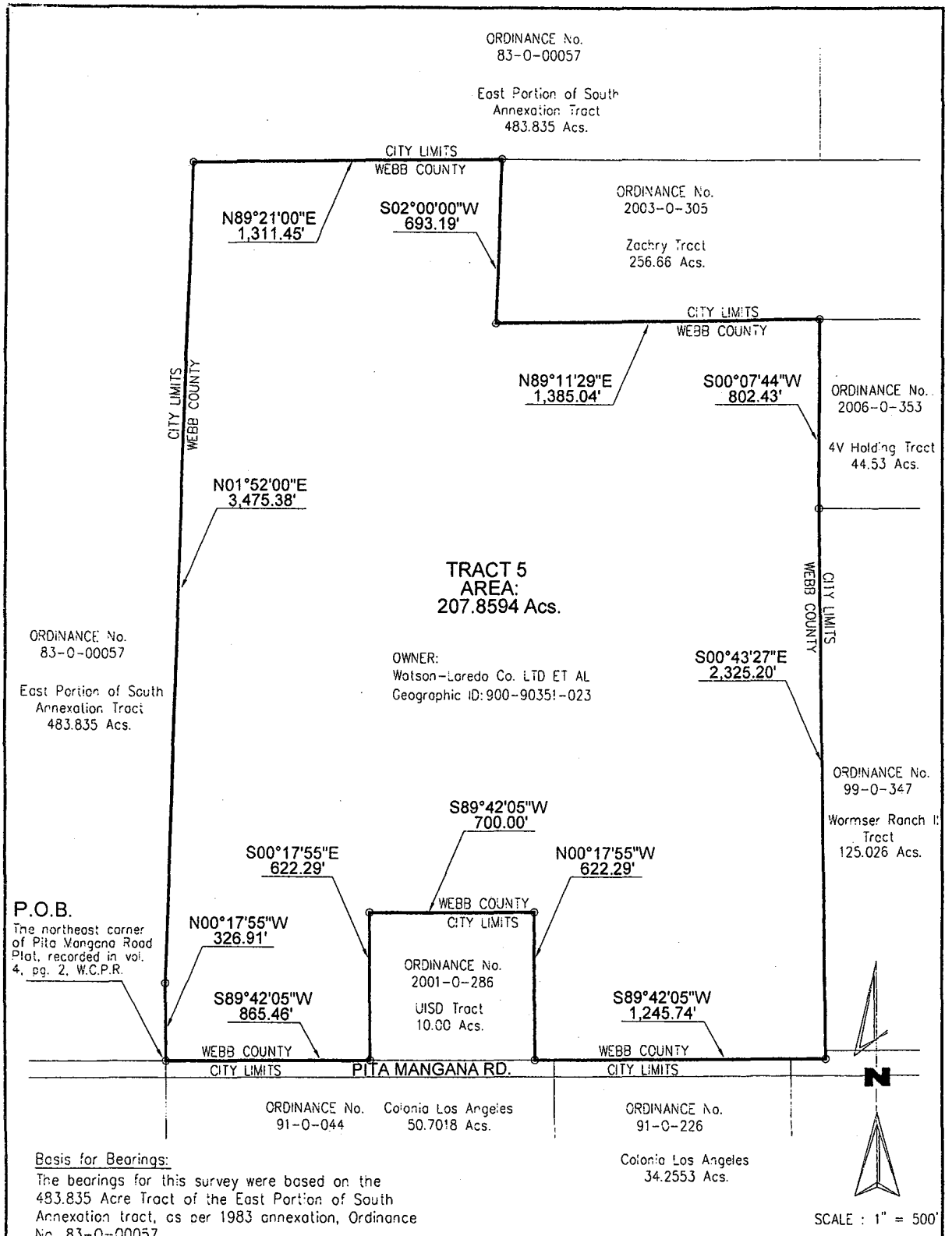
THENCE, S00°17°55'E, along the west boundary line of said UISD Tract, a distance of 622.29 feet, to a point on the north boundary line of said 50.7018 Acre Tract, Colonia Los Angeles , for an exterior corner and point of deflection to the right;

THENCE, S89°42°05'W, along the north boundary line of said 50.7018 Acre Tract, Colonia Los Angeles, a distance of 865.46 to the **POINT-OF-BEGINNING** of this tract of land, containing 207.8594 Acres, in the City of Laredo, Webb County, Texas.

I, **ROGELIO RIVERA**, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that the foregoing description is true and correct to my best knowledge and belief and was prepared from record information available made under my supervision on this 4th Day of January, 2010.

WITNESS MY HAND AND SEAL THIS **18th** DAY OF **MAY, 2010.**

ROGELIO RIVERA, P.E., CITY ENGINEER
R.P.L.S. Texas No. 3052



Basis for Bearings:
The bearings for this survey were based on the 483.835 Acre Tract of the East Portion of South Annexation tract, as per 1983 annexation, Ordinance No. 83-0-00057.

I, Rogelio Rivera, Registered Profesional Land Surveyor of the State of Texas do hereby certify that the foregoing is true and correct and was prepared from record information available made under my supervision this 18th day of May 2010.

Rogelio Rivera P.E.
Texas R.P.L.S. No. 3052

CITY OF LAREDO
ENGINEERING DEPARTMENT
1110 HOUSTON ST. LAREDO, TX. 78040

SURVEY

of Tract 5

A 207.8594 Acres Tract of Land, to be annexed and become part of the corporate limits of the City of Laredo, Webb County, Texas.

	BY :	DATE :
DRAWN :	C. Chapa	05-18-10
CHECKED :	R. Rivera, P.E.	05-18-10

ATTACHMENT "A"
(3 of 3)

CITY OF LAREDO
ANNEXATION SERVICE PLAN
TRACT 5
SOUTH LAREDO TRACT

Annexation proceedings were initiated by the City of Laredo for property designated as "Tract 5 (South Laredo Tract)" and described by metes and bounds in Attachment "A" of this Ordinance and made a part hereof for all purposes. This Service Plan was prepared in accordance with the requirements of Section 43.056 of the Texas Local Government Code and was available for review by the public at hearings duly held on November 1, 2010 and November 15, 2010. Public notice of the hearings was provided on October 15 and October 29, 2010, not more than twenty or less than ten days before the hearing as provided in Section 43.052 of the Texas Local Government Code.

Section 1. Services to be provided within sixty days

1. Police Protection: Police protection shall be provided to the tract immediately upon annexation. Police protection shall include traffic control enforcement, crime prevention activities, police patrol, crime investigation and emergency response.

2. Fire protection and Emergency Medical Services: First response fire and EMS service will be provided to the area from Fire Station No. 14, which is located approximately 2.0 miles from the proposed site. Fire services include protection, prevention and emergency medical response.

3. Solid Waste Collection: The collection and disposal of solid waste will be extended to the area within thirty days on the same basis as other residential and institutional customers. Institutional, commercial and industrial generators of solid waste may use city services or contract with private haulers. Disposal of all solid waste will be at the municipal sanitary landfill. Fee charged customers within the tract will be the same as all similarly classified customers.

4a. Public Water Services: Water service will be provided to the customer at the same rates charged like customers within the city limits. The City Charter and city ordinances require that all line extensions be made at the expense of the developer to conform to city standards. Water for fire protection services will be provided to the tract on the same basis and subject to the same requirements as all new development within the city limits.

4b. Public Wastewater Services: Wastewater service will be provided to the customer at the same rates charged like customers within the city limits. The City Charter and city ordinances require that all line extensions be made at the expense of the developer to conform to city standards. Wastewater services will be provided to the tract on the same basis and subject to the same requirements as all new development within the city limits.

5. Maintenance of roads and streets: Public roads and streets will be maintained on the effective date of the annexation in the same manner as all roads and streets within the city limits. Road maintenance consists of repair of paving, maintenance of traffic lights, controls and signals, and will be provided immediately upon annexation. City ordinances require that street lighting of all new development be provided by the developer.

6. Maintenance of parks, playgrounds and swimming pools: No public parks, playgrounds or swimming pools are presently located within the tract. All recreational facilities required by

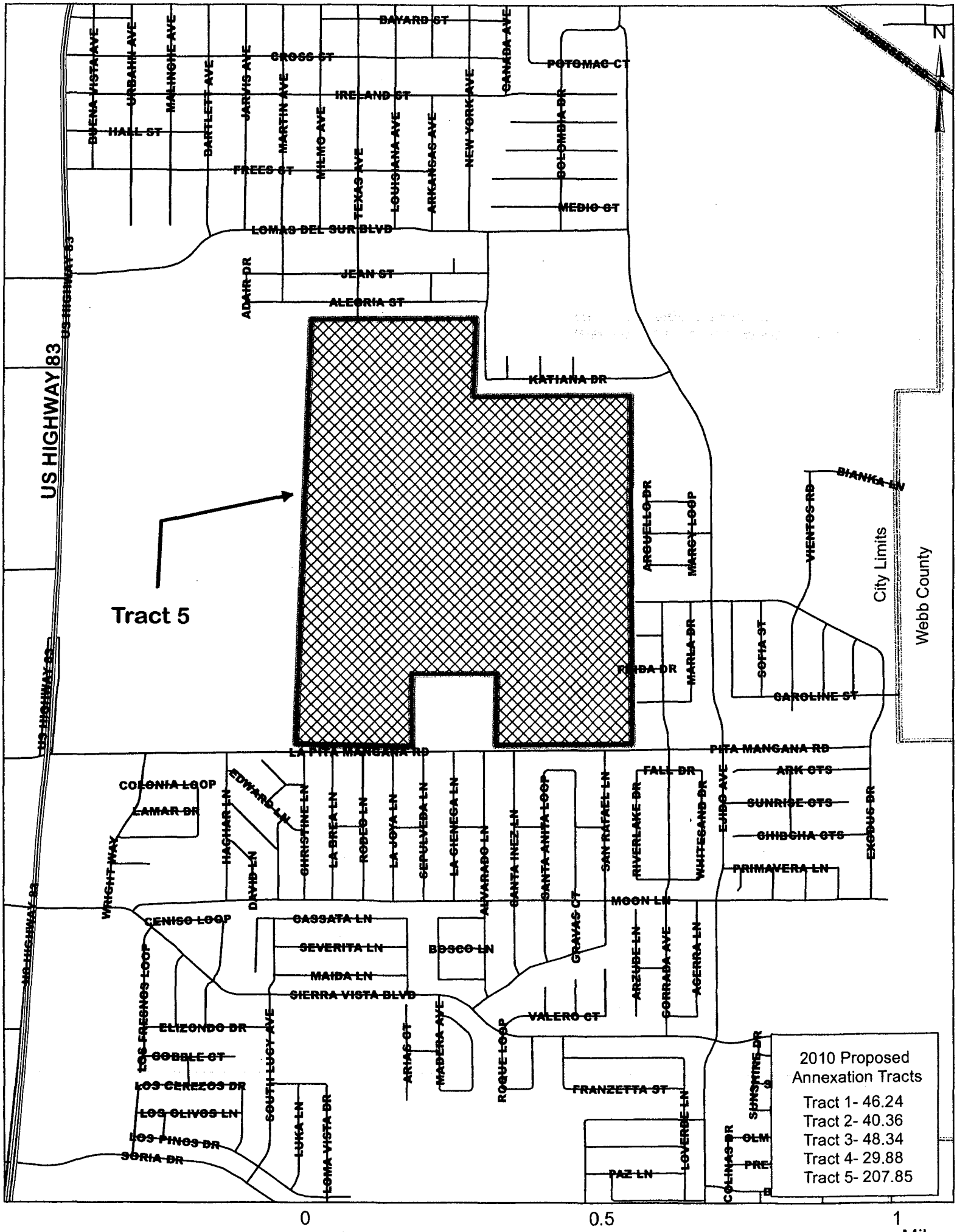
the development shall be provided at the expense of the developer, its successors and assigns at such time as warranted by the development.

7. Maintenance of other public facilities: All facilities required by the development shall be provided at the expense of the developer, its successors and assigns, or jointly in cooperation with the city at such time as warranted by the development.

The Service Plan does not contemplate the creation of another political subdivision. The Service Plan does not propose fewer or a lower level of service than currently exists in the tract.

Section 2. Capital Improvements: The Service Plan does not require a landowner in the area to fund the capital improvements in a manner inconsistent with Chapter 395 of the Texas Local Government Code unless otherwise agreed to by the landowner. Construction of capital improvements shall begin within two years after the effective date of annexation and shall be substantially completed within 4 ½ years after that date as provided in Subchapter C, Section 43.056 of the Texas Local Government Code. The municipality shall provide municipal services by any of the methods by which it extends the services to any other area of the municipality.

The Service Plan is valid for a period of ten years, and all services within the area shall be provided in accordance with the Plan. Should an ordinance pertaining to reserve areas or impact fees be adopted by the City Council, the ordinance shall supersede any provisions established herein.


N
US HIGHWAY 83
Tract 5
City Limits
Webb County
BAYARD ST
CROSS ST
IRELAND ST
HALL ST
FREES CT
POTOMAC CT
COLOMBIA DR
MEDIO CT
LOMAS DEL SUR BLVD
JEAN ST
ALEGRIA ST
ADAIR DR
KATIANA DR
BUENA VISTA AVE
URBAHN AVE
MALINCHE AVE
BARTLETT AVE
JARVIS AVE
MARTIN AVE
MILMO AVE
TEXAS AVE
LOUISIANA AVE
ARKANSAS AVE
NEW YORK AVE
CANADA AVE
ARGUELLO DR
MAREY LOOP
BIANKA LN
VIENTOS RD
SOFIA ST
CAROLINE ST
MARLA DR
FELDA DR
LA PITA MANGANA RD
PITA MANGANA RD
ARK CTS
SUNRISE CTS
CHIBCHA CTS
PRIMAVERA LN
EXODUS DR
EJIDO AVE
FALL DR
WHITESAND DR
RIVERLAKE DR
SAN RAFAEL LN
SANTA ANITA LOOP
SANTA INEZ LN
ALVARADO LN
LA GENEGA LN
SEPULVEDA LN
RODEO LN
LA JOYA LN
LA BREA LN
CHRISTINE LN
EDWARD LN
HAGHAR LN
DAVID LN
WRIGHT WAY
COLONIA LOOP
LAMAR DR
CENISO LOOP
MOON LN
CASSATA LN
SEVERITA LN
MAIDA LN
SIERRA VISTA BLVD
BOSCO LN
GRAVAS CT
ARZUBE LN
CORRADA AVE
AGERRA LN
VALERO CT
ROQUE LOOP
MADERA AVE
ARIAS CT
FRANZETTA ST
LOVERBE LN
PAZ LN
SUNSHINE DR
OLM
PRE
COLINAS DR
LOS FRESNOS LOOP
ELIZONDO DR
GOBBLE CT
LOS CEREZOS DR
LOS OLIVOS LN
LOS PINOS DR
SORIA DR
SOUTH LUCY AVE
LUKA LN
LOMA VISTA DR
2010 Proposed Annexation Tracts
Tract 1- 46.24
Tract 2- 40.36
Tract 3- 48.34
Tract 4- 29.88
Tract 5- 207.85
0
0.5
1
Miles

COUNCIL COMMUNICATION

Date:	SUBJECT: PUBLIC HEARING AND INTRODUCTION OF AN ORDINANCE
12/06/10	Altering and extending the boundary limits of the City of Laredo, annexing additional territory of 270.08 acres, more or less, located approximately 6.19 miles northwest of the intersection of Mines Road (FM 1472) with Las Tiendas Road (FM 3338) and on the south side of Mines Road, as further described by metes and bounds in Attachment "A", specifically the Laredo Golf Course Tract, providing for the effective date of the ordinance, adopting a service plan for the annexed territory, and establishing the initial zoning of B-3 (Community Business District). Staff supports the annexation and the Planning and Zoning Commission recommends approval of the annexation and initial zoning. District VII Tract 6

Initiated by:	Staff source:
City of Laredo	Keith Selman, Planning Director Cynthia Collazo, Deputy City Manager

Prior action: On June 7, 2010, the City Council adopted a schedule of hearings and proceedings for voluntary and unilateral annexations for calendar year 2010 and directed staff to prepare a service plan for the proposed annexations on September 7, 2010. Texas Local Government Code, Section 43.063 requires two public hearings before City Council. The first public hearing occurred on November 1, 2010, and the second occurred on November 15, 2010.

COUNCIL DISTRICT: VII – Jose A. Valdez, Jr.

BACKGROUND

The City of Laredo has initiated annexation proceedings for Tract 6, otherwise known as the Laredo Golf Course Tract (270.08 acres). A Service Plan was prepared outlining the services that would be provided including police protection, fire and emergency services, solid waste collection, operation and maintenance of water and wastewater services, operation and maintenance of roads and streets, and operation of parks, playgrounds, swimming pools, and any other publicly owned facility. The Service Plan is valid for a period of ten years.

The Planning and Zoning Commission held a public hearing on the proposed annexation and initial zoning of 270.08 acres as B-3 (Community Business District), on December 2, 2010.

Letters sent to surrounding property owners regarding initial zoning: 2
In Favor: 1 Opposed: 0

FINANCIAL IMPACT:
Varies by tract.

P&Z COMMISSION RECOMMENDATION:	STAFF RECOMMENDATION:
The P & Z Commission, in a **5** to **0** vote, recommended **approval** of the annexation.	Staff **supports** the proposed annexation.
The P & Z Commission, in a **5** to **0** vote, recommended **approval** of the proposed initial zoning.	Staff **supports** the proposed initial zoning.

LAREDO GOLF COURSE TRACT
270.08 ACRES

ORDINANCE NO. 2010-O-

ALTERING AND EXTENDING THE BOUNDARY LIMITS OF THE CITY OF LAREDO, ANNEXING ADDITIONAL TERRITORY OF 270.08 ACRES, MORE OR LESS, LOCATED APPROXIMATELY 6.19 MILES NORTHWEST OF THE INTERSECTION OF MINES ROAD (FM 1472) WITH LAS TIENDAS ROAD (FM 3338) AND ON THE SOUTH SIDE OF MINES ROAD, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHMENT "A", SPECIFICALLY THE LAREDO GOLF COURSE TRACT, PROVIDING FOR THE EFFECTIVE DATE OF THE ORDINANCE, ADOPTING A SERVICE PLAN FOR THE ANNEXED TERRITORY, AND ESTABLISHING THE INITIAL ZONING OF B-3 (COMMUNITY BUSINESS DISTRICT).

WHEREAS, the territory hereinafter described is contiguous to the corporate limits of the City of Laredo, Texas, and is located within its extraterritorial jurisdiction; and

WHEREAS, the City Council believes and so finds that the annexation of such territory is in the public interest and will promote the general welfare; and

WHEREAS, two (2) public hearings were held in compliance with Article 43.052, of the Municipal Annexation Act; giving all persons interested in such annexation an opportunity to be heard; and

WHEREAS, notice of such public hearings was duly given, as provided by law, and such hearings were held on the date and at the time, place and hour so announced; and

WHEREAS, at said Public Hearings, the proposed Service Plan for the annexation territory herein described was considered by the City Council and was made available for public inspection.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: That the City of Laredo hereby adopts a Service Plan for the extension of municipal services into the territory described in Attachment "A". A copy of said Service Plan is marked Attachment "B" attached hereto and made a part hereof for all purposes.

Section 2: That the following described land and territory containing 270.08 acres lying adjacent to and adjoining the City of Laredo is hereby added and annexed to the City of Laredo, and said territory be and is included within the boundary limits of the City of Laredo, and the present boundary limits of said City, at the various points contiguous to the area hereinafter described, are altered and amended so as to include said area within the corporate limits of the City of Laredo. That from and after the effective date of this Ordinance, the Boundary Limits of the City of Laredo shall include all such additional, adjacent, and hereby annexed territory herein above described in Section 2. That from and after the final passage and adoption of this Ordinance, the Boundary Limits of the City of Laredo, Texas, shall be as herein above set out in Attachment "A", and the property situated therein shall bear its pro rata part or the taxes levied by the City of Laredo, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions and regulations of the City of Laredo.

LAREDO GOLF COURSE TRACT
270.08 ACRES

Section 3: That the Zoning Map of the City of Laredo be and is hereby amended to show the initial zoning designation boundaries, as set out in Attachment "A", attached hereto and made a part hereof for all purposes as B-3 (Community Business District).

Section 4: That should any part of this Ordinance be declared invalid by a Court of competent jurisdiction, it shall not affect or vary the remaining parts of this Ordinance.

Section 5: That this Ordinance shall be published in the manner provided in article II, Section 2.09 (d) of the Charter of the City of Laredo.

Section 6: This Ordinance shall become effective upon December 31, 2010.

APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2010.

_____
RAUL G. SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:

RAUL CASSO
CITY ATTORNEY

By: _____
NATHAN BRATTON
ASSISTANT CITY ATTORNEY

Sherfey Engineering Company, L.L.C.
TBPE FIRM REGISTRATION No. F-3132
104 Del Court Suite 400 Laredo, Texas 78041 PH: (956) 791-3511 FAX: (956) 791-3144

METES AND BOUNDS DESCRIPTION
270.00 ACRE TRACT
PORCION 06 & 07 ~ ABSTRACT 38 AND 39
WEBB COUNTY, TEXAS

A tract of land containing 270.00 acres of land, more or less, situated in Porcion 06 and Porcion 07, Abstract 38 and 39, Blas Maria Diaz Original Grantee, being out of a 638.7019 acre tract being originally out of the 1486.20 Mandel Tract as recorded in Volume 190, Page 149, Webb County Deed Records same tract's interests being divided among the following entities: GML Rancho, LLC, Volume 2825, Page 533, Webb County Official Public Records, Ermilo Richer, Jr., Volume 1050, Page 602, Webb County Real Property Records, Adriana Weinfeld, Volume 2530, Page 801, Webb County Official Public Records, Landranch, Ltd., Volume 2350, Page 813, Webb County Official Public Records, Alan Weinfeld, Volume 2830, Page 473 and Volume 2530, Page 795, Webb County Official Public Records and Nolar, LLC, Volume 866, Page 82, Webb County Official Public Records and being more particularly described by metes and bounds as follows:

COMMENCING at a found 1/2 inch iron rod on the west right-of-way line of F.M. 1472 (Mines Road), same being the northwest corner of the right-of-way acquisition for said F.M. 1472 as recorded in Volume 1520, Page 743, Webb County Real Property Records;

THENCE, S 67°16'53 W, leaving the west right-of-way line of said F.M. 1472 a distance of 5,084.91 feet to a set 1/2 inch iron rod same being the north line of the said 638.7019 acre tract and the south line of the San Isidro North, Ltd. Tract as recorded in Volume 1968, Pages 876-881, Webb County Deed Records, the **POINT OF BEGINNING** and northeast corner of the herein described tract;

THENCE, S 80°34'57" E, leaving the north line of the said 638.7019 acre tract a distance of 870.55 feet to a set 1/2 inch iron rod, a deflection left;

THENCE, N 89°58'02" E, a distance of 565.17 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, S 72°00'27" E, a distance of 200.60 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, S 50°13'07" E, a distance of 430.48 feet to a set 1/2 inch iron rod, a deflection left;

THENCE, N 88°45'56" E, a distance of 323.76 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, S 88°03'00" E, a distance of 867.07 feet to a set 1/2 inch iron rod, an interior corner of the herein described tract;

THENCE, N 25°23'54" W, a distance of 110.57 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, N 03°12'33" E, a distance of 154.82 feet to a set 1/2 inch iron rod, a deflection left;

THENCE, N 10°26'36" W, a distance of 189.89 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, N 24°50'10" E, a distance of 50.48 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, S 82°49'49" E, a distance of 97.08 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, S 74°25'38" E, a distance of 393.71 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, S 69°51'02" E, a distance of 950.87 feet to a set 1/2 inch iron rod, a deflection left;

THENCE, S 86°04'45" E, a distance of 141.44 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, S 12°02'26" E, a distance of 295.87 feet to a set 1/2 inch iron rod, a deflection left;

THENCE, N 71°05'34" E, a distance of 132.98 feet to a set 1/2 inch iron rod, a deflection left;

THENCE, N 05°49'54" E, a distance of 250.23 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, N 37°37'52" E, a distance of 82.80 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, N 59°33'53" E, a distance of 341.15 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, S 51°57'20" E, a distance of 204.64 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, S 36°39'13" E, a distance of 396.36 feet to a set 1/2 inch iron rod, a deflection left;

THENCE, N 55°29'40" E, a distance of 48.71 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, N 63°34'39" E a distance of 137.05 feet to a set 1/2 inch iron rod, a deflection left;

THENCE, N 22°15'06" W, a distance of 24.93 feet to a set 1/2 inch iron rod, a non-tangent point of curvature to the right;

THENCE along said curve to the right with a radius of 300.00 feet, a delta of 28°10'43", a chord and chord bearing of 146.06 feet and N 82°31'07" E, a distance of 147.54 feet to a set 1/2 inch iron rod, a point of reverse curvature to left;

THENCE, along said curve to the left having a radius of 1300.00 feet, a delta of 03°19'26", a chord and chord bearing of 75.41 feet and S 85°03'15" E, a distance of 75.42 feet to a set 1/2 inch iron rod, a tangent point;

THENCE, S 86°42'58" E, a distance of 477.04 feet to a set 1/2 inch iron rod, a point of curvature to the right;

THENCE, along said curve to the right having a radius of 532.78 feet, a delta of 19°37'36", a chord and chord bearing of 181.61 feet and S 78°37'36" E, a distance of 182.50 feet to a set 1/2 inch iron rod, a point of reverse curvature to the left;

THENCE, along said curve to the left having a radius of 500.00 feet, a delta of 81°33'31", a chord and chord bearing of 653.15 feet and N 70°24'27" E, a distance of 711.73 feet to a set 1/2 inch iron rod, a tangent point;

THENCE, N 29°37'41" E, a distance of 800.87 feet to a set 1/2 inch iron rod, a point on the west right-of-way line of said F.M. 1472;

THENCE, S 60°22'19" E, along the west right-of-way line of said F.M. 1472 a distance of 70.00 feet to a set 1/2 inch iron rod, the southeast corner of the herein described tract;

THENCE, S 29°37'41" W, leaving the west right-of-way line of said F.M. 1472 a distance 800.87 feet to a set 1/2 inch iron rod, a point of curvature to the right;

THENCE, along said curve to the right having a radius of 570.00 feet, a delta of 78°35'55", a chord and chord bearing of 722.04 feet and S 68°55'38" W, a distance of 781.93 feet to a set 1/2 inch iron rod, a deflection left;

THENCE, N 63°02'28" W, a distance of 96.09 feet to a set 1/2 inch iron rod, a deflection left;

THENCE, N 81°53'53" W, a distance of 85.32 feet to a set 1/2 inch iron rod, an interior corner of the herein described tract;

THENCE, S 04°20'52" E, a distance of 359.15 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, S 40°23'59" W, a distance of 210.00 feet to a set 1/2 inch iron rod, a deflection left;

THENCE, S 35°40'39" E, a distance of 301.24 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, S 10°07'42" E, a distance of 151.43 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, S 26°25'25" W, a distance of 224.34 feet to a set 1/2 inch iron rod, a deflection left;

THENCE, S 23°04'06" W, a distance of 202.38 feet to a set 1/2 inch iron rod, a deflection left;

THENCE, S 05°28'40" W, a distance of 224.35 feet to a set 1/2 inch iron rod, a deflection left;

THENCE, S 24°27'28" E, a distance of 36.35 feet to a set 1/2 inch iron rod, a deflection left;

THENCE, S 43°10'08" E, a distance of 186.94 feet to a set 1/2 inch iron rod, a deflection left;

THENCE, S 45°29'43" E, a distance of 139.21 feet to a set 1/2 inch iron rod, a deflection left;

THENCE, S 47°28'40" E, a distance of 402.01 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, S 16°38'15" E, a distance of 131.14 feet to a set 1/2 inch iron rod, a deflection right;

Sherfey Engineering Company, L.L.C.
TBPE FIRM REGISTRATION No. F-3132
104 Del Court Suite 400 Laredo, Texas 78041 PH: (956) 791-3511 FAX: (956) 791-3144

THENCE, S 12°59'29" W, a distance of 107.57 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, S 43°48'56" W, a distance of 86.35 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, S 63°32'17" W, a distance of 105.14 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, N 58°12'25" W, a distance of 309.86 feet to a set 1/2 inch iron rod, an interior corner of the herein described tract;

THENCE, S 57°17'19" W, a distance of 52.37 feet to a set 1/2 inch iron rod, a deflection left;

THENCE, S 57°15'32" W, a distance of 69.14 feet to a set 1/2 inch iron rod, a deflection left;

THENCE, S 23°08'21" W, a distance of 121.51 feet to a set 1/2 inch iron rod, a deflection right;

THENCE, S 41°42'20" W, a distance of 185.70 feet to a found 1/2 inch iron rod, the southwest corner of the herein described tract;

THENCE, N 42°47'48" W, along the meanders of the Rio Grande River, a distance 491.96 feet to a found 1/2 inch iron rod, a deflection right;

THENCE, N 37°11'26" E, leaving the Rio Grande River a distance of 79.72 feet to a found 1/2 inch iron rod, a deflection left;

THENCE, N 52°47'44" W, a distance of 49.99 feet to a found 1/2 inch iron rod, a deflection left;

THENCE, S 37°11'26" W, a distance of 73.96 feet to a found 1/2 inch iron rod, a deflection right;

THENCE, along the meanders of the Rio Grande River as follows:

N 53°39'14" W, 202.42 feet
N 59°08'48" W, 675.48 feet
N 64°41'37" W, 1,195.85 feet
N 75°04'57" W, 713.38 feet
S 88°37'42" W, 222.98 feet
S 75°53'33" W, 376.01 feet
S 82°33'23" W, 372.62 feet
S 75°11'24" W, 740.32 feet

THENCE, N 54°14'06" W, leaving the Rio Grande River a distance of 622.26 feet to a found 1/2 inch iron rod, a deflection left;

THENCE, S 89°06'20" W, a distance of 381.58 feet to a found 1/2 inch iron rod, a deflection right;

THENCE, N 66°23'55" W, a distance of 582.34 feet to a found 1/2 inch iron rod, a deflection left;

THENCE, N 68°37'04" W, a distance of 647.57 feet to a found 1/2 inch iron rod, a deflection left;

THENCE, N 73°53'56" W, a distance of 637.56 feet to a found 1/2 inch iron rod, a deflection right;

THENCE, N 69°20'57" W, a distance of 669.45 feet to a found 1/2 inch iron rod, the northwest corner of the herein described tract;

THENCE, N 67°16'53" E, along the north line of the said 638.7019 acre tract and the south line of the said San Isidro North, Ltd. tract a distance of 1,804.43 feet to return to and close at the **POINT OF BEGINNING**, containing 270.00 acres of land.

Attachment "A" (3 of 7)

Sherfey Engineering Company, L.L.C.
TBPE FIRM REGISTRATION No. F-3132
104 Del Court Suite 400 Laredo, Texas 78041 PH: (956) 791-3511 FAX. (956) 791-3144

Basis of Bearing
For this legal description is the G.P.S. Texas Coordinate System, Texas South Zone (NAD 83)

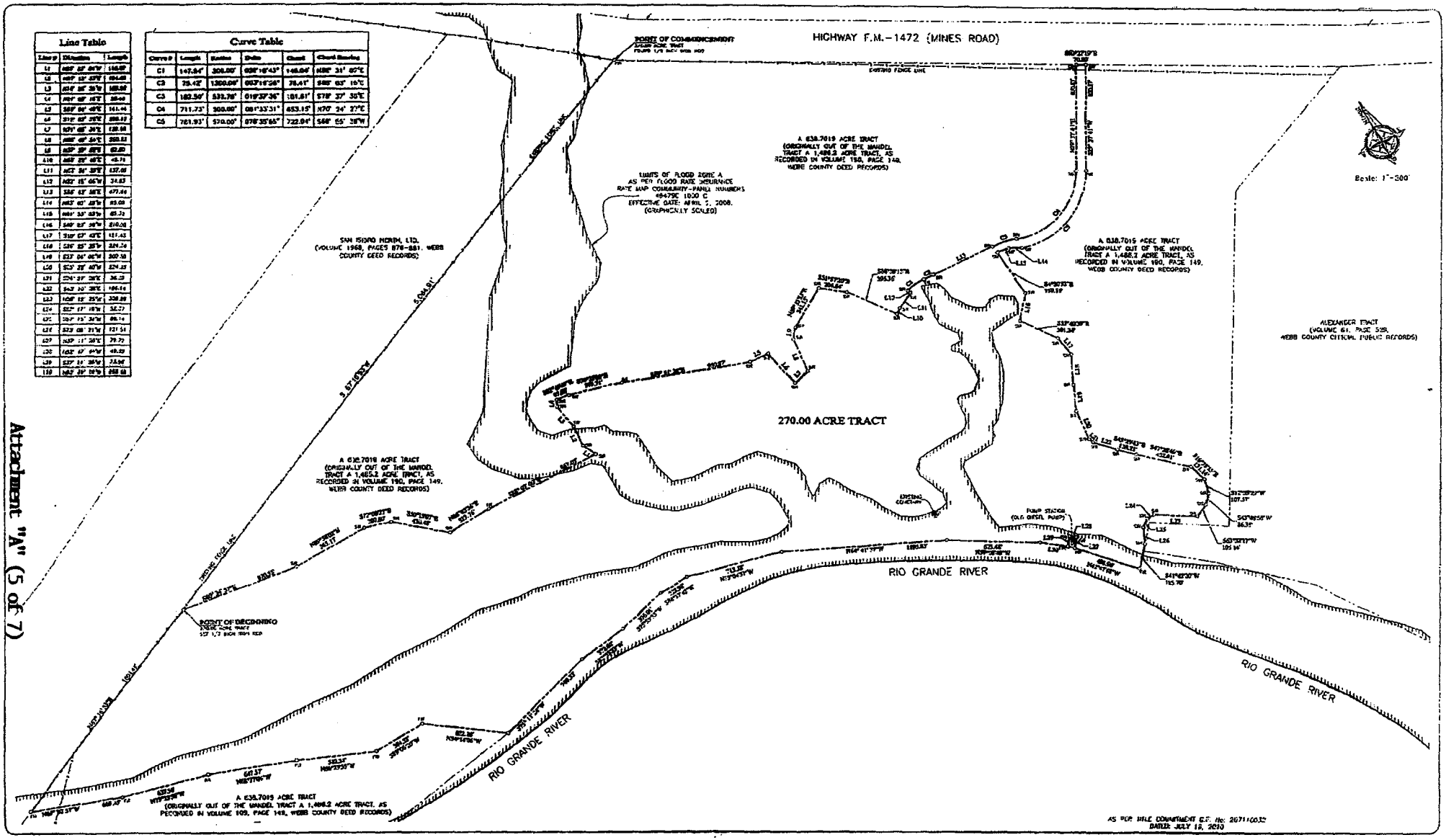
State of Texas §
County of Webb §

I, Francisco Estrada IV, a Registered Professional Land Surveyor, do hereby state that the above captioned "Metes and Bounds Description" was prepared from available office records and on the ground survey of the property made under my supervision.

R.P.L.S. No. 5862-Texas

09-30-2010
Current Date

Attachment "A" (4 of 7)



Line Table		
Line #	Direction	Length
L1	N69° 33' 04"W	166.60'
L2	N69° 33' 23"W	104.60
L3	N19° 26' 39"E	100.00
L4	N69° 33' 16"W	30.00
L5	S69° 04' 49"E	141.44
L6	S11° 53' 26"E	200.53
L7	N71° 48' 34"E	120.58
L8	N68° 48' 54"E	200.53
L9	S20° 39' 26"E	60.00
L10	N69° 33' 16"W	45.79
L11	N62° 34' 39"E	137.08
L12	N62° 15' 05"W	34.83
L13	S86° 53' 38"E	477.46
L14	N63° 01' 58"E	93.08
L15	N69° 33' 16"W	65.32
L16	S40° 23' 26"W	210.06
L17	S20° 23' 43"E	151.43
L18	S86° 53' 38"E	324.24
L19	S33° 06' 06"W	307.38
L20	S53° 23' 40"W	324.33
L21	S74° 23' 38"E	36.23
L22	S43° 30' 38"E	186.16
L23	N68° 53' 25"W	338.88
L24	S57° 17' 18"W	58.27
L25	S39° 13' 36"W	86.14
L26	S33° 08' 21"W	121.51
L27	N39° 11' 38"E	79.72
L28	N65° 47' 44"W	48.39
L29	S27° 31' 38"W	23.94
L30	N65° 39' 19"W	588.68

Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Bearing
C1	147.64'	300.00'	028°16'43"	146.04'	N86° 31' 07"E
C2	75.42'	1300.00'	003°19'26"	75.41'	S68° 03' 15"E
C3	182.50'	539.79'	019°22'26"	181.61'	S78° 37' 30"E
C4	711.73'	300.00'	090°53'31"	453.15'	N70° 24' 27"E
C5	761.93'	570.00'	076°35'55"	722.94'	S68° 55' 28"W

Attachment "A" (5 of 7)

Designed By: AH
Drawn By: AH
Checked By: TE
Approved By: JPS
File: X:\Open Projects\8147.00

FLOOD NOTE:
BY GRAPHIC PLOTTING ONLY/WHERE OF NATURAL FLOODING OF THE FLOOD INSURANCE RATE MAP.
SUBJECT IS NOT LOCATED IN A FLOOD PLAIN "ZONE A" ACCORDING TO FIRM MAP COMMUNITY-PANEL NUMBER 480475C 1030C, DATED APRIL 2, 2008

Sherfey Engineering Company, L.L.C.
TBPE FIRM REGISTRATION No: F-9332
104 Bell Court
Suite 400
Laredo, Texas 78041
(956) 791-3331
(956) 791-3144

CERTIFICATE OF SURVEYOR
I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS SURVEY WAS AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION, ON THE GROUND, AND THAT CORNER MONUMENTS SHOWN HEREON PHYSICALLY EXIST AS DESCRIBED UNDER MY SUPERVISION.
FRANCISCO SHERFEY, III, R.P.L.S. No. 5807 DATE

TITLE SURVEY
A tract of land containing 270.00 acres of land, more or less, situated in Porción 66 and Porción 67, Abstract 32 and 33, Rio Bravo Basin Original Grantee, being out of a 638.7019 acre tract being adjacent out of the 1486.20 Mandel Tract as recorded in Volume 190, Page 149, Webb County Deed Records same tract's interests being divided among the following entities: GNL Rentals, LLC, Volume 3825, Page 333, Webb County Official Public Records, Emilio Bohler, Jr., Volume 1030, Page 602, Webb County Deed Records, Adriana Mendiola, Volume 3588, Page 801, Webb County Official Public Records, Landmarks, LLC, Volume 3588, Page 813, Webb County Official Public Records, Alex Mendiola Volume 3830, Page 473 and Volume 3830, Page 795, Webb County Official Public Records and Nolan, LLC, Volume 806 Page 82, Webb County Official Public Records

Scale: 1"=300' Date: 05/16/2010 Rev: 09/30/2010

PROJ. NO. 8147.00
1
SHEET 1 OF 1

Sherfey Engineering Company, L.L.C.
TBPE FIRM REGISTRATION No. F-3132
104 Del Court Suite 400 Laredo, Texas 78041 PH: (956) 791-3511 FAX: (956) 791-3144

METES AND BOUNDS DESCRIPTION
3,790 SQUARE FOOT TRACT
PORCION 07 ~ ABSTRACT 39
WEBB COUNTY, TEXAS

A tract of land containing 3.790 square feet of land, more or less, situated in Porcion 07, Abstract 39, Blas Maria Diaz Original Grantee, being out of a 638.7019 acre tract being originally out of the 1486.20 Mandel Tract as recorded in Volume 190, Page 149, Webb County Deed Records same tract's interests being divided among the following entities: GML Rancho, LLC, Volume 2825, Page 533, Webb County Official Public Records, Ernilo Richer, Jr., Volume 1050, Page 602, Webb County Real Property Records, Adriana Weinfeld, Volume 2530, Page 801, Webb County Official Public Records, Landranch, Ltd., Volume 2350, Page 813, Webb County Official Public Records, Alan Weinfeld, Volume 2830, Page 473 and Volume 2530, Page 795, Webb County Official Public Records and Nolar, LLC, Volume 866, Page 82, Webb County Official Public Records and being more particularly described by metes and bounds as follows:

COMMENCING at a found 1/2 inch iron rod on the west right-of-way line of F.M. 1472 (Mines Road), same being the northwest corner of the right-of-way acquisition for said F.M. 1472 as recorded in Volume 1520, Page 743, Webb County Real Property Records;

THENCE, S 14°04'25 E, leaving the west right-of-way line of said F.M. 1472 a distance of 4,844.01 feet to a found 1/2 inch iron rod, the **POINT OF BEGINNING** and southeast corner of the herein described tract;

THENCE, S 37°11'26" W, a distance of 79.72 feet to a found 1/2 inch iron rod, the southwest corner of the herein described tract;

THENCE, N 42°47'47" W, along the meanders of the Rio Grande River, a distance of 34.58 feet to a found 1/2 inch iron rod, a deflection left;

THENCE, N 53°39'14" W, along the meanders of the Rio Grande River, a distance of 15.94 feet to a found 1/2 inch iron rod, the northwest corner of the herein described tract;

THENCE, N 37°11'26" E, a distance of 73.96 feet to a found 1/2 inch iron rod, the northeast corner of the herein described tract;

THENCE, S 52°47'44" E, a distance of 49.99 feet to return to and close at the **POINT OF BEGINNING**, containing 3.790 acres of land.

Basis of Bearing
For this legal description is the G.P.S. Texas Coordinate System, Texas South Zone (NAD 83)

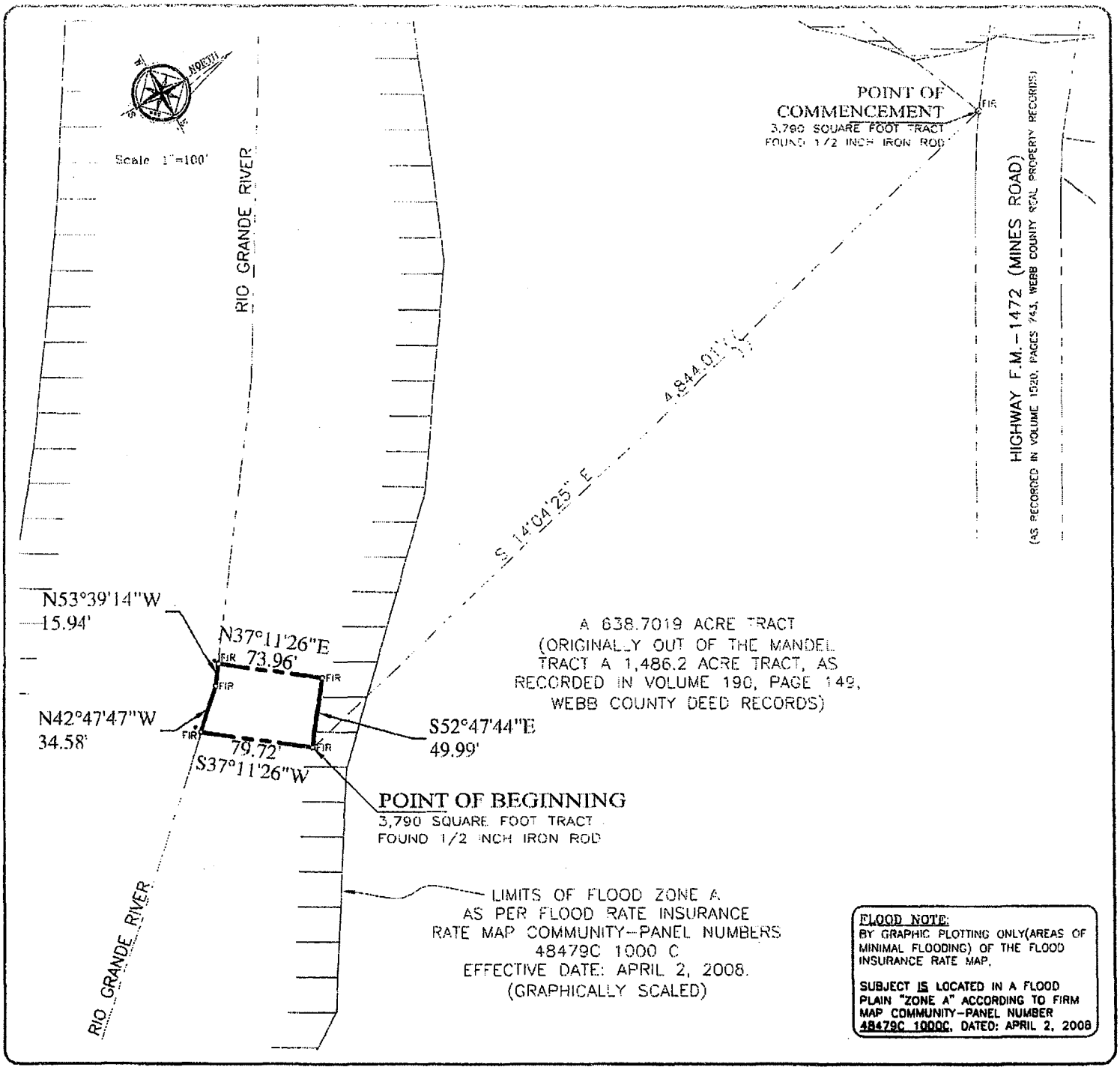
State of Texas §
County of Webb §

I, Francisco Estrada IV, a Registered Professional Land Surveyor, do hereby state that the above captioned "Metes and Bounds Description" was prepared from available office records and on the ground survey of the property made under my supervision.

R.P.L.S. No. 5862-Texas

09-30-2010
Current Date

Attachment "A" (6 of 7)



FLOOD NOTE:
BY GRAPHIC PLOTTING ONLY(AREAS OF MINIMAL FLOODING) OF THE FLOOD INSURANCE RATE MAP.

SUBJECT IS LOCATED IN A FLOOD PLAIN "ZONE A" ACCORDING TO FIRM MAP COMMUNITY-PANEL NUMBER 48479C 1000C, DATED: APRIL 2, 2008

CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION, ON THE GROUND, THAT THE CORNER MONUMENTS SHOWN WERE PROPERLY PLACED OR LOCATED UNDER MY SUPERVISION.

FRANCISCO ESTRADA, IV. TEXAS R.P.L.S. No. 5862

09-30-10
DATE

LEGEND
SIR= SET ½" IRON ROD
FIR= FOUND ½" IRON ROD

BASIS OF BEARINGS:
G.P.S., TEXAS COORDINATE SYSTEM, SOUTH ZONE (NAD 1983)

SURVEY OF

A tract of land containing 3,790 square feet of land, more or less, situated in Porcion 07, Abstract 39, Blas Maria Diaz Original Grantee, being out of a 638.7019 acre tract being originally out of the 1486.20 Mandel Tract as recorded in Volume 190, Page 149, Webb County Deed Records some tract's interests being divided among the following entities: GML Rancho, LLC, Volume 2825, Page 533, Webb County Official Public Records, Ermilo Richer, Jr., Volume 1050, Page 602, Webb County Real Property Records, Adriana Weinfeld, Volume 2530, Page 801, Webb County Official Public Records, Landranch, Ltd., Volume 2350, Page 813, Webb County Official Public Records, Alan Weinfeld, Volume 2830, Page 473 and Volume 2530, Page 795, Webb County Official Public Records and Nolar, LLC, Volume 866, Page 82, Webb County Official Public Records.

Drawn By	:AH
Checked By	:FE
Approved By	:FE
Date	:08/18/2010
Revision	:09/30/2010
Project No.	:8147.00

SHERFEY ENGINEERING COMPANY, L.L.C.
104 Del Court
Suite 400
Laredo, Texas 78041
(956) 791-3511
TBPE FIRM REGISTRATION No: F-3132

File: X:\Open Projects\8147.00 Mandell Golf Course\Surveys\SURV-Pump Station

Attachment "A" (7 of 7)

CITY OF LAREDO
ANNEXATION SERVICE PLAN
TRACT 6
LAREDO GOLF COURSE TRACT

Annexation proceedings were initiated by the City of Laredo for property designated as "Tract 6 (Laredo Golf Course Tract)" and described by metes and bounds in Attachment "A" of this Ordinance and made a part hereof for all purposes. This Service Plan was prepared in accordance with the requirements of Section 43.056 of the Texas Local Government Code and was available for review by the public at hearings duly held on November 1, 2010 and November 15, 2010. Public notice of the hearings was provided on October 15 and October 29, 2010, not more than twenty or less than ten days before the hearing as provided in Section 43.052 of the Texas Local Government Code.

Section 1. Services to be provided within sixty days

1. Police Protection: Police protection shall be provided to the tract immediately upon annexation. Police protection shall include traffic control enforcement, crime prevention activities, police patrol, crime investigation and emergency response.

2. Fire protection and Emergency Medical Services: First response fire and EMS service will be provided to the area from Fire Station No. 13, which is located approximately 2.5 miles from the proposed site. Fire services include protection, prevention and emergency medical response.

3. Solid Waste Collection: The collection and disposal of solid waste will be extended to the area within thirty days on the same basis as other residential and institutional customers. Institutional, commercial and industrial generators of solid waste may use city services or contract with private haulers. Disposal of all solid waste will be at the municipal sanitary landfill. Fee charged customers within the tract will be the same as all similarly classified customers.

4a. Public Water Services: Water service will be provided to the customer at the same rates charged like customers within the city limits. The City Charter and city ordinances require that all line extensions be made at the expense of the developer to conform to city standards. Water for fire protection services will be provided to the tract on the same basis and subject to the same requirements as all new development within the city limits.

4b. Public Wastewater Services: Wastewater service will be provided to the customer at the same rates charged like customers within the city limits. The City Charter and city ordinances require that all line extensions be made at the expense of the developer to conform to city standards. Wastewater services will be provided to the tract on the same basis and subject to the same requirements as all new development within the city limits.

5. Maintenance of roads and streets: Public roads and streets will be maintained on the effective date of the annexation in the same manner as all roads and streets within the city limits. Road maintenance consists of repair of paving, maintenance of traffic lights, controls and signals, and will be provided immediately upon annexation. City ordinances require that street lighting of all new development be provided by the developer.

6. Maintenance of parks, playgrounds and swimming pools: No public parks, playgrounds or swimming pools are presently located within the tract. All recreational facilities required by

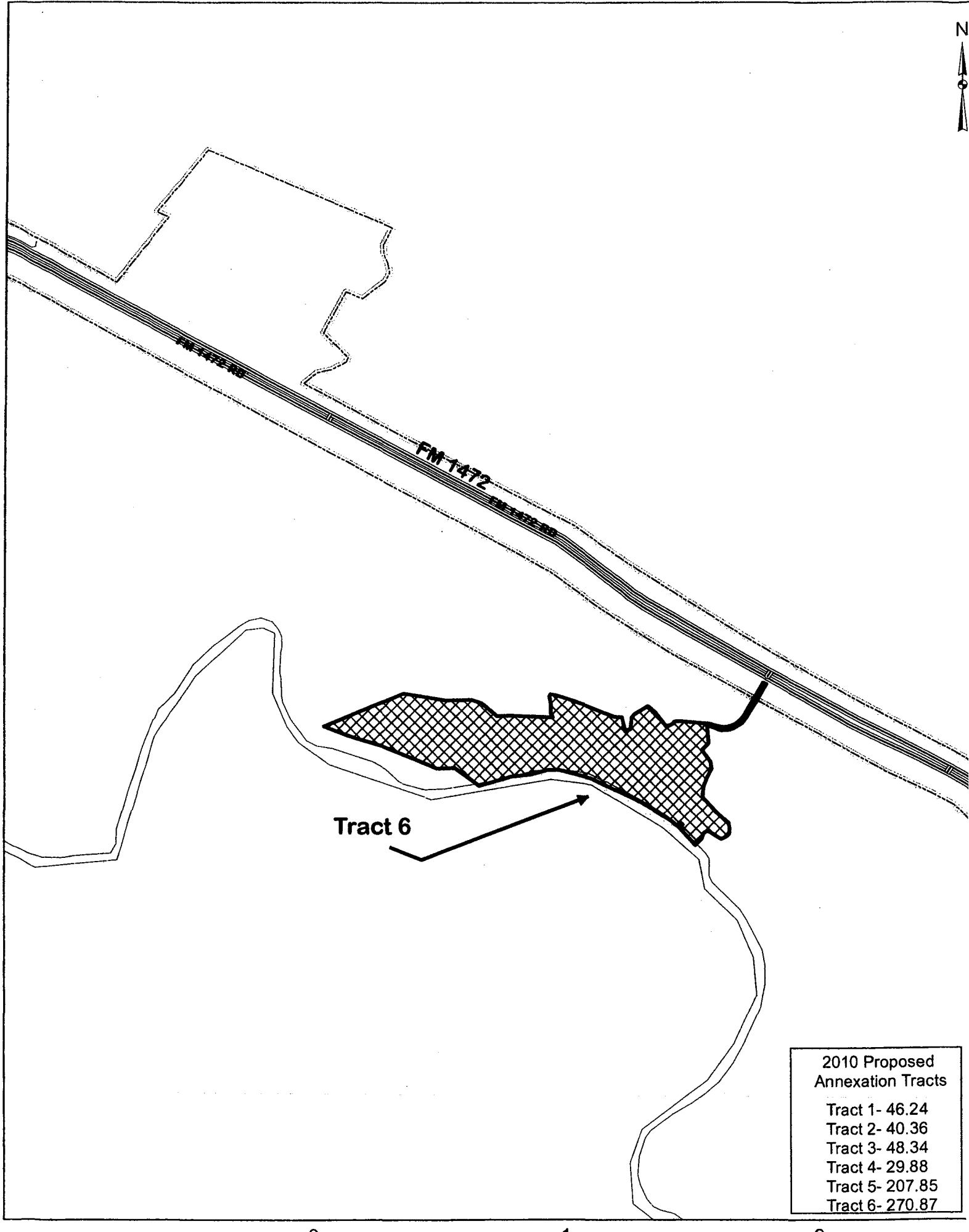
the development shall be provided at the expense of the developer, its successors and assigns at such time as warranted by the development.

7. Maintenance of other public facilities: All facilities required by the development shall be provided at the expense of the developer, its successors and assigns, or jointly in cooperation with the city at such time as warranted by the development.

The Service Plan does not contemplate the creation of another political subdivision. The Service Plan does not propose fewer or a lower level of service than currently exists in the tract.

Section 2. Capital Improvements: The Service Plan does not require a landowner in the area to fund the capital improvements in a manner inconsistent with Chapter 395 of the Texas Local Government Code unless otherwise agreed to by the landowner. Construction of capital improvements shall begin within two years after the effective date of annexation and shall be substantially completed within 4 ½ years after that date as provided in Subchapter C, Section 43.056 of the Texas Local Government Code. The municipality shall provide municipal services by any of the methods by which it extends the services to any other area of the municipality.

The Service Plan is valid for a period of ten years, and all services within the area shall be provided in accordance with the Plan. Should an ordinance pertaining to reserve areas or impact fees be adopted by the City Council, the ordinance shall supersede any provisions established herein.


N
FM 1472
Tract 6
2010 Proposed
Annexation Tracts
Tract 1- 46.24
Tract 2- 40.36
Tract 3- 48.34
Tract 4- 29.88
Tract 5- 207.85
Tract 6- 270.87
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Miles

COUNCIL COMMUNICATION

DATE:	SUBJECT: FINAL READING #2010-O-176
12/06/10	Amending the City of Laredo Code of Ordinances Chapter 26-Police, Article II-Department, Division 1-Generally, 26-21 through 26-27 by eliminating certain references to approval by the Mayor or City Council so that this Ordinance conforms to duties and authority of the Chief stated in Chapter 143 of the *TEXAS LOCAL GOVERNMENT CODE*; reducing fees for case reports, incident reports and crime data and or similar information in accordance with the Texas Public Information Act; setting the following fees as allowed by state law: $6.00 for additional copies of an accident report, $2.00 for a certified accident report; $6.00 for certifying that no report/information is on file; $10.00 for negative arrest records search; $12.00 for a positive arrest records search and letter stating results; $10.00 for fingerprint cards; providing for publication and an effective date.

INITIATED BY:	STAFF SOURCE:
Cynthia Collazo Deputy City Manager	Carlos Maldonado Chief of Police

PREVIOUS COUNCIL ACTION:
City Council approved Ordinance No. 2005-O-246.

BACKGROUND:

The City Council passed Ordinance No. 2005-O-246 on October 3, 2005 authorizing the Police Department to increase the fees for copies of case reports, traffic accident reports, arrest record searches, fingerprint work, validation of taxicab meters etc ...

Prior to this the Laredo City Council approved Ordinance No. 92-O-194, which authorized the Police Department to charge designated fees for copies of case reports, traffic accident reports, arrest record searches, fingerprint work, validation of taxicab meters etc...

FINANCIAL IMPACT:

Any additional revenues generated will be deposited in General Fund account #101-0000-312-2090.

RECOMMENDATION:	STAFF:
	Recommends the approval of this Ordinance.

ORDINANCE #2010-O-176

AMENDING THE CITY OF LAREDO CODE OF ORDINANCES CHAPTER 26-POLICE, ARTICLE II-DEPARTMENT, DIVISION 1-GENERALLY, 26-21 THROUGH 26-27 BY ELIMINATING CERTAIN REFERENCES TO APPROVAL BY THE MAYOR OR CITY COUNCIL SO THAT THIS ORDINANCE CONFORMS TO DUTIES AND AUTHORITY OF THE CHIEF STATED IN CHAPTER 143 OF THE *TEXAS LOCAL GOVERNMENT CODE*; REDUCING FEES FOR CASE REPORTS, INCIDENT REPORTS AND CRIME DATEA AND OR SIMILAR INFORMATION IN ACCORDANCE WITH THE TEXAS PUBLIC INFORMATION ACT; SETTING THE FOLLOWING FEES AS ALLOWED BY STATE LAW: $6.00 FOR ADDITIONAL COPIES OF AN ACCIDENT REPORT, $2.00 FOR A CERTIFIED ACCIDENT REPORT; $6.00 FOR CERTIFYING THAT NO REPORT/INFORMATION IS ON FILE; $10.00 FOR NEGATIVE ARREST RECORDS SEARCH; $12.00 FOR A POSITIVE ARREST RECORDS SEARCH AND LETTER STATING RESULTS; $10.00 FOR FINGERPRINT CARDS; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the ordinance relating to the authority of the Police Chief as the head of the department needed to be updated to reflect the applicable state civil service law; and

WHEREAS, fees for documents and services need to be amended in order to comply with the state laws that apply to documents maintained and services provided by the police department.

NOW THERFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1. Amendment. THE CITY OF LAREDO CODE OF ORDINANCES CHAPTER 26-POLICE, ARTICLE II-DEPARTMENT, DIVISION 1-GENERALLY, 26-21 THROUGH 26-27, IS HEREBY AMENDED AS FOLLOWS:

ARTICLE II. DEPARTMENT
DIVISION 1. GENERALLY

Sec. 26-21. [~~Created; d~~] *D*uties generally.
[~~There is hereby created a~~] *The* police department for the city, which, together with its officers and employees, is charged with the duties of preserving the public peace; detecting and preventing crimes; arresting violators of the law; protecting the rights of persons and property; preserving peace at all public meetings and public places; preventing and removing, whenever possible, all nuisances on or in the streets and all other places; regulating and controlling vehicular and pedestrian traffic on the streets; investigating traffic accidents and determining the cause and responsibility for such accidents; enforcing the Penal Code *and traffic laws* of the state; enforcing the penal ordinances of the city and performing and discharging all other duties

as are herein or may hereafter be imposed upon it by the laws of the state *and*[~~,~~]by the ordinances of the [e] *C*ity *of Laredo*[~~and by the mayor or city council~~].

Sec. 26-22. Chief [~~; office created~~].
[~~There is hereby created the office of chief of police in the police department of the city. The city marshal, as by charter provided, shall be ex officio chief of police, and shall be the executive head of the department, subject only to the orders of the mayor as chief executive officer of the city and the city council. He~~] *The* police chief shall have management of the department *as authorized under civil service law, Chapter 143 of the Texas Local Government Code.*[~~,~~] *The chief* shall exercise all the functions assigned to the department and shall carry out all the provisions of law and ordinances with respect to such functions.

Sec. 26-23. Administrative rules and regulations.
The chief of police shall promulgate administrative rules and regulations of the department[~~, with the approval of the mayor,~~] governing the assignment, conduct, equipment, duties, responsibilities and authority of all officers and employees of the department, in relation to the customary assignments in the department, and shall specify the kinds of uniforms to be worn and the equipment to be carried by officers and employees[~~, subject to the approval of the mayor and city council,~~] and the times and conditions under which such uniforms shall be worn and equipment carried. All such rules and regulations in effect shall be compiled and published under the direction of the chief of police, and a copy of every rule and regulation to which he *or she* is subject shall be ~~supplied~~ available to each officer and employee of the department.

Sec. 26-24. *Reserved.* [~~Appointment of employees other than officers; all employees deemed employees, agents and servants of city.~~
~~(a) All employees of the police department other than police officers shall be appointed by the mayor and confirmed by the city council, and all police officers, members and other employees of the department are declared to be, and are hereby constituted and determined to be, employees, agents and servants of the city and made subject to all the provisions of the city charter and ordinances as such, and such police officers shall devote their entire time and energies to the discharge and performance of their duties.~~]

Sec. 26-25. *Reserved.* [~~Mayor to submit names of employees other than officers for appointment; action thereon.~~
~~It shall be the duty of the mayor to submit to the city council, at its first regular meeting following the date of the biennial general city election or as soon thereafter as may be done at a regular or special meeting of the council called for that purpose, the names of persons for appointment as employees other than police officers, necessary to be employed in the police department, showing the grade and rank, if any, of each employee, and the city council at the same meeting shall by resolution act upon such appointments.~~]
Sec. 26-26. *Reserved.* [~~Classification plan.~~
~~(a) Pursuant to the provisions of Vernon's Ann. Civ. St. art. 1269m, as amended, the employees of the police department of the city are hereby classified in accordance with the classification plan prescribed by this section.~~
~~(b) The classified employees of the police department are hereby divided into five (5) classes to be known as Group I, Group II, Group III, Group IV and Group V. The following positions in the police department, which are hereby created, shall be classified as follows:~~
~~(1) *Group I.* Police officer.~~

~~(2) *Group II.* Police investigator.~~
~~(3) *Group III.* Police sergeant.~~
~~(4) *Group IV.* Police captain.~~
~~(5) *Group V.* Police major.~~

~~(c) Each position created in this section shall be occupied by the employee performing the duties and drawing the salary of such position on July 20, 1971, without such employee having to make a competitive examination for such position. If at any time the civil service commission and the city council find that a position is misclassified, and the city council assigns such position to a different grade, the employee or employees occupying such position shall continue to occupy it after the reclassification.~~
~~(d) The creation of a position by this section shall not be construed as authorizing the appointment of an employee to such position. It shall be unlawful for the chief of police, or any person in the classified service, to require or permit a subordinate employee in his division to occupy a position which the city council has not authorized to be filled. It shall be unlawful for any employee in the classified service to occupy a position in the classified service which the city council has not authorized to be filled.~~]

Sec. 26-27. [~~Service fees for city activities~~] *Fees for services and documents*.

(a) *Case/Incident reports.* The police department is hereby authorized to charge *in accordance with the Texas Public Information Act* [~~a fee of five dollars ($5.00)~~] for each case/incident report.

(b) *Traffic accident reports, searches and certifications.*

(1) Copies. The police department is hereby authorized to charge a fee of six dollars ($6.00) for each traffic accident report. *Additional copies are also six dollars ($6.00), or the maximum allowed by state law.*

(2)Certification of document. The police department is authorized to charge a fee of two dollars ($2.00), or the maximum allowed by state law, to certify an accident report if requested by customer.

(3) Certification that no report or information is on file. Upon request, the department can issue a certification that no traffic accident report or information is on file for a fee of six dollars ($6.00), or the maximum allowed by state law.

(c) *Arrest record [~~search~~] documents and searches.*
(1) A fee of [~~eight dollars ($8.00)~~] *ten dollars ($10.00)* will be charged to individuals requesting an arrest record search. *This fee includes* [~~and for~~] providing and/*or signing* a form or letter stating the results of the search were negative.
(2) A fee of [~~eight dollars ($8.00)~~] *twelve dollars ($12.00)* will be charged to individuals requesting an arrest record search. *This fee includes* [~~and for~~] providing and/*or signing* a form or letter stating the results of the search were positive and listing all offenses, dates and dispositions.
(3) A request for crime data and/or other related information will be charged in accordance with the Public Information Act.

(d) *Fingerprint work.* The police department is hereby authorized to charge a fee of ten dollars ($10.00) for any fingerprint work performed. *Each fingerprint card will be charged at the rate of ten dollars ($10.00) each, or the maximum allowed by state law.*

[~~(e) *Additional copies.* A fee of three dollars ($3.00) will be charged for each additional certified copy of any report herein.~~]

(e) Notarization or certification of documents. A fee of six dollars ($6.00) shall be charged for notarization or certification of an arrest record, a clearance letter, or any other document provided by the police department, excluding traffic accident reports that are charged as stated in subparagraph (b).

(f) Exemption for [~~governmental services~~] law enforcement agencies. [~~No fees will be charged to governmental agencies requesting any of the information or services noted in this section.~~] *Fees will be waived for law enforcement agencies requesting copies and/or services listed herein for initial requests. Duplicate requests for information/services will be charged in accordance with this ordinance.*

Secs. 26-28--26-37. Reserved.

DIVISION 2. Reserved.
Secs. 26-38--26-57. Reserved.

SECTION 3. Severability.
If any provision of this Ordinance is invalidated by any court of competent jurisdiction, the remaining provisions shall not be affected and shall remain in full force and effect.

SECTION 4. Effective Date.
This Ordinance shall become effective upon passage of sixty (60) days from the date of the public hearing, pursuant to the City Charter 2.09 (B) as it relates to increases in service charges.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2010.

_____
RAUL G. SALINAS, MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO, CITY ATTORNEY

BY:_____
VALERIA M. ACEVEDO
ASSISTANT CITY ATTORNEY

COUNCIL COMMUNICATION

DATE:	SUBJECT: **Final Reading of Ordinance 2010-O-177**
12/06/2010	Amending the City of Laredo Fiscal Year 2011 Budget by appropriating revenues and expenses in the amount of $24,000 in the General Fund - Traffic Safety Division. The contribution of $24,000 is from the Plantation Homeowner's Association for the purpose of funding the installation of speed cushions along Country Club Drive. **(As Amended)**

INITIATED BY:	**STAFF SOURCE:**
Carlos R. Villarreal, City Manager	Jesus Olivares, Assistant City Manager Roberto Murillo, P.E. Traffic Manager

PREVIOUS COUNCIL ACTION: City Council approved introductory ordinance with an amendment to change original amount from $44,000 to $24,000 on 11-15-10.

BACKGROUND:

City council approved motion on November 15, 2010, requested by Council Member Gene Belmares, to amend city council agenda item to accept a 50/50 partial contribution from the Plantation Homeowner's Association in the amount of $24,000 for the installation of speed cushions along Country Club Drive between Del Mar Blvd., and Kimberly Lane. The remaining difference of $24,000 will be funded from District VI discretionary funds. A separate council item, also as approved by City Council, will be included at the next city council meeting of December 6, 2010 to consider authorizing the installation of speed cushions on Country Club Drive under the Special Provision clause included in the Speed Hump Installation Policy. It is estimated that a total of eight (8) sets of cushions could be installed provided city council approves their installation. The estimated cost for materials, that includes speed cushions, signs, and pavement markings is $44,000 while the estimated cost of labor using city forces is estimated at $4,000 for a total cost of $48,000. The contribution will fund 50% of the total cost for the installation of speed cushions. Staff does not recommend the installation of speed cushions under the Special Provision clause. Country Club is classified as a Major Collector and under the Speed Hump Installation Policy and the Special Provision clause it is recommended that speed cushion should not be installed on a Major Collector.

FINANCIAL:

	Original Budget	Proposed Amendment	Amended Budget FY 2011
Revenues:			
Contributions & Donations	15,000	24,000	39,000
Expenses:			
Speed Humps	0	24,000	24,000

COMMITTEE RECOMMENDATION:	**STAFF RECOMMENDATION:**
	Staff recommends against the installation of speed cushions on Country Club Drive.

ORDINANCE 2010-O- 177

AMENDING THE CITY OF LAREDO FISCAL YEAR 2011 BUDGET BY APPROPRIATING REVENUES AND EXPENSES IN THE AMOUNT OF $24,000 IN THE GENERAL FUND - TRAFFIC SAFETY DIVISION. THE CONTRIBUTION OF $24,000 IS A PARTIAL CONTRIBUTION FROM THE PLANTATION HOMEOWNER'S ASSOCIATION FOR THE PURPOSE OF FUNDING THE INSTALLATION OF SPEED CUSHIONS ALONG COUNTRY CLUB DRIVE. (AS AMENDED).

WHEREAS, on September 20, 2010 City Council adopted the Fiscal Year 2011 Annual Budget; and

WHEREAS, the Plantation Homeowner's Association has requested the installation of speed cushions along Country Club Drive and have offered funding assistance to partially fund their installation,

WHEREAS, in order to provide partial funding necessary for the installation of speed cushions along Country Club Drive, between Kimberly Drive and Del Mar Blvd., and subject to approval by city council, said contribution is necessary.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1. The following funds are hereby amended:

	Original Budget	Proposed Amendment	Amended Budget FY 2011
Revenues:			
Contributions & Donations	15,000	24,000	39,000
Expenses:			
Speed Humps	0	24,000	24,000

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE 6TH DAY OF DECEMBER, 2010.

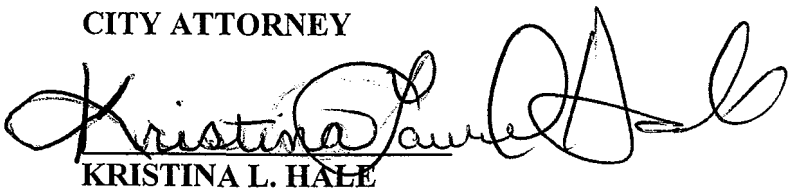
_____
RAUL G. SALINAS,
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.,
CITY SECRETARY

APPROVED AS TO FORM:

RAUL CASSO
CITY ATTORNEY



KRISTINA L. HALE
ASST. CITY ATTORNEY

COUNCIL COMMUNICATION

Date:	SUBJECT: FINAL READING OF ORDINANCE NO. 2010-O-178
12/06/10	Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning 5.22 acres, as further described by metes and bounds in attached Exhibit "A", located west of Bob Bullock Loop and northwest of Maria Luisa Drive, from R-1 (Single Family Residential District) to B-1 (Limited Commercial District); providing for publication and effective date. Staff supports the application and the Planning and Zoning Commission recommends approval of the zone change. District II ZC-58-2010

Initiated by:	Staff source:
Dorel Laredo Holdings Manuel Escamilla, PE	Keith Selman, Planning Director

Prior action: The current item was introduced by Esteban Rangel at the regular Council meeting of 11/15/10.

BACKGROUND

Council District: II – Esteban Rangel

Proposed use: multi-family residential

Site: vacant

Surrounding land uses: Abutting the property on to the west and immediate south is vacant undeveloped land. To the east are the Dorel Apartments, vacant land, KLDO, Laredo Webb Neighborhood Services, Falcon Insurance, Falcon Bank, EZ Pawn. To the southeast are Valero Gas/Convenience Store, Whataburger, and to the south, vacant land, the former office of Texas Child Protective Services, and the LHCT Training Center. Land immediately north of the property is vacant; beyond that are condominiums and apartments

Comprehensive Plan: The Future Land Use Map recognizes this area as Medium Density Residential.

Transportation Plan: The Long Range Thoroughfare Plan identifies Bob Bullock Loop and US Highway 359 as Expressways; Maria Luisa Drive is not identified on the Plan.

Letters sent to surrounding property owners: 1 In Favor: 1 Opposed: 0

STAFF COMMENTS

The proposed zone change is appropriate at this location. The proposed use, multi-family residential, complies with the Future Land Use Plan's designation of this area as Medium Density Residential. Currently, there are both multi-family residential and commercial uses in the area.

P&Z COMMISSION RECOMMENDATION:	STAFF RECOMMENDATION:
The P & Z Commission, in an 9 to 0 vote, recommended **approval** of the zone change.	Staff **supports** the proposed zone change.

IMPACT ANALYSIS

B-1 (Limited Business District): The purpose of the B-1 District (Limited Business District) is to provide for business and commercial development serving a limited geographic area or neighborhood.

Is this change contrary to the established land use pattern?
No. There are currently both commercial and multi-family residential uses in the area.

Would this change create an isolated zoning district unrelated to surrounding districts?
While the B-1 would be an isolated district, the adjacent areas on the east and south are zoned commercial. There are also commercial zones north of, but not abutting, the property.

Will change adversely influence living conditions in the neighborhood?
No.

Are there substantial reasons why the property can not be used in accordance with existing zoning?
Yes. The R-1 (Single Family Residential District) does not allow for multi-family residences.

ORDINANCE NO. 2010-O-178

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING 5.22 ACRES, AS FURTHER DESCRIBED BY METES AND BOUNDS IN ATTACHED EXHIBIT "A", LOCATED WEST OF BOB BULLOCK LOOP AND NORTHWEST OF MARIA LUISA DRIVE, FROM R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO B-1 (LIMITED COMMERCIAL DISTRICT); PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner rezoning 5.22 acres, as further described by metes and bounds in attached Exhibit "A", located west of Bob Bullock Loop and northwest of Maria Luisa Drive, from R-1 (Single Family Residential District) to B-1 (Limited Commercial District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on October 21, 2010; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the proposed zone change; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on November 15, 2010, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning 5.22 acres, as further described by metes and bounds in attached Exhibit "A", located west of Bob Bullock Loop and northwest of Maria Luisa Drive, from R-1 (Single Family Residential District) to B-1 (Limited Commercial District).

Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2010.

_____
RAUL G. SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

_____
BY: NATHAN R. BRATTON
ASSISTANT CITY ATTORNEY

COUNCIL COMMUNICATION

Date:	SUBJECT: FINAL READING OF ORDINANCE NO. 2010-O-179
12/06/10	Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 12A, Block 131, Eastern Division, located at 3510 Springfield Avenue, from B-1 (Limited Commercial District) to B-3 (Community Business District); providing for publication and effective date. Staff supports the application and the Planning and Zoning Commission recommends approval of the zone change. District IV ZC-56-2010

Initiated by:	**Staff source:**
Hipolito Gonzalez Sarita's Tortilla Factory	Keith Selman, Planning Director

Prior action: The current item was introduced by Juan Narvaez at the regular Council meeting of 11/15/10.

BACKGROUND

Council District: IV – Juan Narvaez

Proposed use: tortilleria (wholesale)

Site: Sarita's tortilleria (retail)

Surrounding land uses: Along the Springfield Avenue corridor to the north of the property are DEP Diesel Engine Power, Hair Masters, Camille's Drive-Thru, Rapid Oil Change, The Wash Tub, Los Pasteles Bakery, and Plata's Auto Mechanics. Along the corridor to the south are Corner Pocket Billiards, Ramon's Auto Body Shop, A & B Wheel Alignment, and Fajitas Herraduras. Outside the Meadow Avenue corridor in all directions are single-family residences and mobile homes. Sanchez Ochoa Elementary School and HUD public housing are to the south.

Comprehensive Plan: The Future Land Use Map recognizes this area as Retail/Office.

Transportation Plan: The Long Range Thoroughfare Plan identifies Springfield Avenue as a Minor Arterial; Montgomery Street is not identified on the Thoroughfare Plan.

Letters sent to surrounding property owners: 33 In Favor: 2 Opposed: 0

STAFF COMMENTS

The proposed zone change is appropriate at this location. The proposed district is consistent with the Comprehensive Plan's Retail/Office designation for the area. The proposed district conforms to the definition of a B-3 zone, including location along a minor or principal arterial street.

P&Z COMMISSION RECOMMENDATION:	**STAFF RECOMMENDATION:**
The P & Z Commission, in an 9 to 0 vote, recommended **approval** of the zone change.	Staff **supports** the proposed zone change.

IMPACT ANALYSIS

B-3 (Community Business District): The purpose of the B-3 District (Community Business District) is to provide for those businesses and services serving a trade area larger than a neighborhood but smaller than the entire city and located primarily along minor or principal arterial streets, as classified in the Transportation Plan of the City of Laredo. It is intended for this zoning classification to exist primarily abutting minor or principal arterial streets while preserving established residential neighborhoods along such streets.

Is this change contrary to the established land use pattern?
No. There is a pattern of commercial use along the Springfield Avenue corridor.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. There are B-3 districts immediately north of the property, as well as to the southeast.

Will change adversely influence living conditions in the neighborhood?
No.

Are there substantial reasons why the property can not be used in accordance with existing zoning?
Yes. The B-1 (Limited Commercial District) district does not allow for the wholesale production and distribution of baked goods, in this case, tortillas.

ORDINANCE NO. 2010-O-179

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 12A, BLOCK 131, EASTERN DIVISION, LOCATED AT 3510 SPRINGFIELD AVENUE, FROM B- 1 (LIMITED COMMERCIAL DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner rezoning Lot 12A, Block 131, Eastern Division, located at 3510 Springfield Avenue, from B-1 (Limited Commercial District) to B-3 (Community Business District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on October 21, 2010; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the proposed zone change; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on November 15, 2010, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning Lot 12A, Block 131, Eastern Division, located at 3510 Springfield Avenue, from B-1 (Limited Commercial District) to B-3 (Community Business District).

Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2010.

_____
RAUL G. SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

_____
BY: NATHAN R. BRATTON
ASSISTANT CITY ATTORNEY

COUNCIL COMMUNICATION

Date:	SUBJECT: FINAL READING OF ORDINANCE NO. 2010-O-180
12/06/10	Amending the Zoning Ordinance (Map) of the City of Laredo by rezoning Lot 2A, Block 64, Calton Gardens Subdivision, located at 317 E. Calton Road, from B-1 (Limited Commercial District) to B-3 (Community Business District); providing for publication and effective date. Staff supports the application and the Planning and Zoning Commission recommends approval of the zone change. District V ZC-57b-2010

Initiated by:	**Staff source:**
Ray and Guadalupe Ayala	Keith Selman, Planning Director

Prior action: The current item was introduced by Johnny Rendon at the regular Council meeting of 11/15/10.

BACKGROUND

Council District: V – Johnny Rendon

Proposed use: commercial

Site: The site is occupied by a commercial building with the following businesses: Creaciones Ruvi, Luty's Nail Art Spa, Becky's salon, Line 2U Cosmetics, Tirena Exchange, and a vacant suite.

Surrounding land uses: To the north is We'll Wash Laundromat, Aqui's Hair Color, Aqui's Nutrition Plus, Chester Skin Art Piercing, Prints and Signs, Porras Engineering, Jewell Pet Salon, Quick Car Service Mechanic, single-family residences, Del Norte Condominiums, apartments, and mobile homes. To the west are Raintree Condominiums, Madrigal's Montessori School, and Patria Office Supply. To the east of the property is a Valero Gas/Convenience Store, a cell tower, vacant lot and single family residences. South of the property are single-family residences.

Comprehensive Plan: The Future Land Use Map recognizes this area as Retail/Office.

Transportation Plan: The Long Range Thoroughfare Plan identifies Springfield Avenue as a Minor Arterial and Calton Road as a Modified Major Arterial.

Letters sent to surrounding property owners: 66 In Favor: 2 Opposed: 1

STAFF COMMENTS

The proposed zone change is appropriate at this location. The proposed district is consistent with the Comprehensive Plan's Retail/Office designation for the area. The proposed district conforms to the definition of a B-3 zone, including location along a minor or principal arterial street.

P&Z COMMISSION RECOMMENDATION:	**STAFF RECOMMENDATION:**
The P & Z Commission, in a 5 to 0 vote, recommended **approval** of the zone change.	Staff **supports** the proposed zone change.

IMPACT ANALYSIS

B-3 (Community Business District): The purpose of the B-3 District (Community Business District) is to provide for those businesses and services serving a trade area larger than a neighborhood but smaller than the entire city and located primarily along minor or principal arterial streets, as classified in the Transportation Plan of the City of Laredo. It is intended for this zoning classification to exist primarily abutting minor or principal arterial streets while preserving established residential neighborhoods along such streets.

Is this change contrary to the established land use pattern?
No. The predominant use along the Calton Road corridor is commercial. Similarly, there is a predominance of commercial uses well north of the property along Springfield Avenue.

Would this change create an isolated zoning district unrelated to surrounding districts?
No. While the properties immediately to the east and west of the property are zoned B-4 (Highway Commercial District), the corner lot on the northeast side of the intersection from the property is zoned B-3. In addition, there is a strip of B-3 along Calton Road to the east of the property. Similarly, the commercial strip along Springfield Avenue well north of the property is also zoned B-3.

Will change adversely influence living conditions in the neighborhood?
No. There is already a significant amount of commercially zoned property in the neighborhood. The B-3 zoning district is intended to allow for commercial uses while preserving the surrounding neighborhoods along the minor or principal arterials (in this case, along Calton and Springfield).

Are there substantial reasons why the property can not be used in accordance with existing zoning?
No. The current zoning of B-1 allows for commercial uses.

ORDINANCE NO. 2010-O-180

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY REZONING LOT 2A, BLOCK 64, CALTON GARDENS SUBDIVISION, LOCATED AT 317 E. CALTON ROAD, FROM B-1 (LIMITED COMMERCIAL DISTRICT) TO B-3 (COMMUNITY BUSINESS DISTRICT; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, a zone change has been requested by the owner rezoning Lot 2A, Block 64, Calton Gardens Subdivision, located at 317 E. Calton Road, from B-1 (Limited Commercial District) to B-3 (Community Business District); and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on November 4, 2010; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the proposed zone change; and,

WHEREAS, notice of the zone change request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on November 15, 2010, on the request and finds the zone change appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The Zoning Map of the City of Laredo be and is hereby amended by rezoning Lot 2A, Block 64, Calton Gardens Subdivision, located at 317 E. Calton Road, from B-1 (Limited Commercial District) to B-3 (Community Business District).

Section 2: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 3: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2010.

_____
RAUL G. SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

_____
BY: NATHAN R. BRATTON
ASSISTANT CITY ATTORNEY

COUNCIL COMMUNICATION

Date:	SUBJECT: FINAL READING OF ORDINANCE NO. 2010-O-181
12/06/10	Amending the Zoning Ordinance (Map) of the City of Laredo by authorizing a Special Use Permit for the storage of flammable and explosive products on Lot 2A, Block 1, Arguindegui Real Estate Plat, located at 8919 San Dario Avenue; providing for publication and effective date. Staff supports the application and the Planning and Zoning Commission recommends approval of the Special Use Permit. District VI ZC-45-2010

Initiated by:	Staff source:
Arguindegui Management Slay Engineering	Keith Selman, Planning Director

Prior action: This item was introduced by Gene Belmares at the regular meeting of 11/15/10.

BACKGROUND

Council District: VI – Gene Belmares

Proposed use: Storage of Flammable and/or Explosive Products

Site: The site is occupied by proposed bus depot (under construction).

Surrounding land uses: North of the property is a Valero Pump-n-Shop, Polaris and ATV dealership, US Border Patrol, and Shiloh Auto Mechanics. To the east are Shiloh Tower (FBI offices), El Pescador Restaurant and vacant land. South of the property is another FBI/federal facility, vacant land, and Ingram Ready Mix.

Comprehensive Plan: The Comprehensive Plan identifies this area as Retail/Office.

Transportation Plan: The Long Range Thoroughfare Plan Santa Ursula as a Freeway and Shiloh Drive as a Modified Major Arterial.

Letters sent to surrounding property owners: 3 In Favor: 0 Opposed: 0

STAFF COMMENTS

A Special Use Permit (SUP) is used for those types of uses that warrant individual attention on a case by case basis and should not be categorized in a zoning district. A Special Use Permit is basically an overlay on top of the existing zoning designation and can be limited in many respects such as time, fencing, setbacks, landscaping, etc.

Staff supports the issuance of an SUP and recommends that the following conditions be attached to the issuance of an SUP:

(Continued on next page)

P&Z COMMISSION RECOMMENDATION:	STAFF RECOMMENDATION:
The P & Z Commission, in a 6 to 0 vote, recommended **approval** of the Special Use Permit.	Staff **supports** the Special Use Permit.

Staff Comments (cont.)

1. The Special Use Permit is issued to Fleet Fueling Systems, Ltd., and is non-transferable.
2. The Special Use Permit is restricted to the activities described in the letter, Exhibit "A," which is made part hereof for all purposes.
3. The Special Use Permit is restricted to the site plan, Exhibit "B," which is made part hereof for all purposes.
4. The contents of the proposed tank (see Exhibit "C") shall be limited to diesel fuel.
5. The Special Use Permit shall comply with all Fire Code requirements including the location and treatment of the premises.

CITY OF LAREDO ORDINANCE NO. 2010-O-181

AMENDING THE ZONING ORDINANCE (MAP) OF THE CITY OF LAREDO BY AUTHORIZING A SPECIAL USE PERMIT FOR STORAGE OF FLAMMABLE AND EXPLOSIVE PRODUCTS ON LOT 2A, BLOCK 1, ARGUINDEGUI REAL ESTATE PLAT, LOCATED AT 8919 SAN DARIO AVENUE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the owner of Lot 2A, Block 1, Arguindegui Real Estate Plat, located at 8919 San Dario Avenue, has requested a Special Use Permit for storage of flammable and explosive products; and,

WHEREAS, the required written notices were sent to surrounding property owners at least ten (10) days before the public hearing held before the Planning and Zoning Commission on October 7, 2010; and,

WHEREAS, the Planning and Zoning Commission, after a public hearing, has recommended **approval** of the Special Use Permit request; and,

WHEREAS, notice of the request was advertised in the newspaper at least fifteen (15) days prior to the public hearing held before the City of Laredo City Council on this matter; and,

WHEREAS, the City Council has held a public hearing on November 15, 2010, on the request and finds the proposed Special Use Permit appropriate and consistent with the General Plan of the City of Laredo; and,

WHEREAS, the City Council does not consider the impact, if any, of private covenants and deed restrictions on the subject property with the adoption of this ordinance; and,

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: A Special Use Permit is granted for storage of flammable and explosive products on Lot 2A, Block 1, Arguindegui Real Estate Plat, located at 8919 San Dario Avenue.

Section 2: The Special Use Permit is restricted to the following provisions:

1. The Special Use Permit is issued to Fleet Fueling Systems, Ltd., and is non-transferable.
2. The Special Use Permit is restricted to the activities described in the letter, Exhibit "A," which is made part hereof for all purposes.
3. The Special Use Permit is restricted to the site plan, Exhibit "B," which is made part hereof for all purposes.
4. The contents of the proposed tank (see Exhibit "C") shall be limited to diesel fuel.
5. The Special Use Permit shall comply with all Fire Code requirements including the location and treatment of the premises.

Section 3: This ordinance shall be published in a manner provided by Section 2.09 (D) of the Charter of the City of Laredo.

Section 4: This ordinance shall become effective as and from the date of publication specified in Section 2.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS THE _____ DAY OF _____, 2010.

_____
RAUL G. SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

_____
BY: NATHAN R. BRATTON
ASSISTANT CITY ATTORNEY

COUNCIL COMMUNICATION

DATE:	SUBJECT: FINAL READING ORDINANCE NO. 2010-0-182
12/06/10	Authorizing the City Manager to amend the Capital Improvements Fund budget by appropriating revenues and expenditures in the amount of $135,372 in payment from developer for improvements not completed in Khaledi Heights Subdivision Phase I, II, and III generated through cashier's checks payments made for pending improvements.

INITIATED BY:	STAFF SOURCE:
Carlos Villarreal, City Manager	Rogelio Rivera, P.E., City Engineer

PREVIOUS COUNCIL ACTION:

On November 15, 2010, City Council approved Introductory Ordinance to amend the Capital Improvements Fund budget by appropriating revenues and expenditures in the amount of $135,372 in payment from developer for improvements not completed in Khaledi Heights Subdivision Phase I, II, and III generated through cashier's checks payments made for pending improvements.

BACKGROUND:

On June 9, 2010, the City received cashier's check no. 32247 (Falcon International Bank) in the amount of $28,193.20 for Khaledi Heights Subdivision, Unit I and cashier's check no. 32248 (Falcon International Bank) in the amount of $53,523.12 for Khaledi Heights Subdivision, Unit III. On November 2, 2010, the City received a cashier's check (Falcon International Bank) in the amount of $53,655.84 for Khaledi Heights Subdivision, Unit II, per certification made for pending improvements. These monies a total of $135,372.16 were placed in a special construction account for improvements along Del Mar Boulevard at Khaledi Heights Subdivision Unit I & III which are to be scheduled for in-house construction.

FINANCIAL IMPACT:

The Capital Improvements Fund Fiscal Year 2011 budget will be amended as follows:

	Annual Budget FY 2011	Proposed Amendment	Amended Budget 2011
Capital Improvement Fund:			
Revenues:			
Khaledi Heights (402-0000-372-1061)	$-0-	$135,372	$135,372
Expenditures:			
Khaledi Heights/Del Mar (402-4323-535-4019)	$-0-	$135,372	$135,372

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
N/A.	Approval of Motion.

COUNCIL COMMUNICATION

DATE:	SUBJECT: RESOLUTION 2010-R-103
12/6/2010	**AUTHORIZING THE CITY MANAGER TO ENTER INTO CONTRACT WITH THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES IN THE AMOUNT OF $165,968.00 FOR CONTINUATION OF THE HEALTH DEPARTMENT TUBERCULOSIS PREVENTION AND CONTROL SERVICES FOR THE TERM PERIOD BEGINNING JANUARY 1, 2011 THROUGH DECEMBER 31, 2011.**

INITIATED BY:	STAFF SOURCE:
Cynthia Collazo Deputy City Manager	Hector F. Gonzalez, M.D., M.P.H. Health Director

PREVIOUS COUNCIL ACTION: On December 21, 2009 Council approved Resolution 2009-R-142.

BACKGROUND:

The Texas Department of Health Services (DSHS) continues to contract with the City of Laredo to provide public health services to residents of Laredo and Webb County through the City of Laredo Health Department (CLHD). As TB continues to place a public health threat risk for Laredo, especially among certain groups with the community, the DSHS is continuing to partner with the CLHD to provide TB care, diagnosis and treatment.

This grant will allow CLHD to continue to provide Tuberculosis (TB) control, treatment and prevention to special populations, as well as continue our Jail Outreach Project, and the "Los Dos Laredos" Binational Tuberculosis Project. These projects will continue to provide services under this contract and will include: (1) basic services and associated activities for tuberculosis (TB) prevention and control; and (2) expanded outreach services to individuals of identified sub-groups who have TB or who are at high risk of developing TB throughout the defined service area. In addition, it will continue with a cooperative agreement for the "Los Dos Laredos" Binational TB Project between Laredo, Texas and Nuevo Laredo, Tamaulipas Mexico to carry out expanded outreach services, laboratory, x-ray services and treatment to individuals of identified sub-groups in Nuevo Laredo who have tuberculosis and to support local, regional and international TB surveillance, early detection and treatment.

BUDGET ON NEXT PAGE

FINANCIAL: The revenue account 226-0000-323-4071 is hereby decreased by $5,113.00 for a total of $165,968.00. The expenditure division is 226-6003 with Project No. HETF03 is hereby decreased by $5,113.00 for a total of $ 165,968.00. The revenue account 222-0000-372-1000 is hereby increased by $5,113.00 and expenditure division 226-6801-544-9900 is hereby increased by $5,113.00. The total budget remains the same.

RECOMMENDATION:	**STAFF:** Recommends that Council approve the ordinance.

TB Federal
226-6003-Project No. HETF03

BUDGET

CATEGORIES		APPROVED BUD
REVENUES		
GRANT REVENUE	$	165,968
PROGRAM INCOME		0
TOTAL REVENUES	$	165,968
EXPENSES		
PERSONNEL	$	92,009
FRINGE BENEFITS		38,325
TRAVEL		4,212
EQUIPMENT		0
SUPPLIES		8,419
CONTRACTUAL		17,300
OTHER		5,703
SUB-TOTAL	$	165,968
INDIRECT CHARGES		
RESERVE (PROGRAM INC.)		
TOTAL	$	165,968

RESOLUTION 2010-R-103

AUTHORIZING THE CITY MANAGER TO ENTER INTO CONTRACT WITH THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES IN THE AMOUNT OF $165,968.00 FOR CONTINUATION OF THE HEALTH DEPARTMENT TUBERCULOSIS PREVENTION AND CONTROL SERVICES FOR THE TERM PERIOD BEGINNING JANUARY 1, 2011 THROUGH DECEMBER 31, 2011.

WHEREAS, the Texas Department of Health Services (DSHS) continues to contract with the City of Laredo to provide public health services to residents of Laredo and Webb County through the City of Laredo Health Department (CLHD). As TB continues to place a public health threat risk for Laredo, especially among certain groups with the community, the DSHS is continuing to partner with the CLHD to provide TB care, diagnosis and treatment; and

WHEREAS, this grant will allow CLHD to continue to provide Tuberculosis (TB) control, treatment and prevention to special populations, as well as continue our Jail Outreach Project, and the "Los Dos Laredos" Binational Tuberculosis Project. These projects will continue to provide services under this contract and will include: (1) basic services and associated activities for tuberculosis (TB) prevention and control; and (2) expanded outreach services to individuals of identified sub-groups who have TB or who are at high risk of developing TB throughout the defined service area; and

WHEREAS, in addition, it will continue with a cooperative agreement for the "Los Dos Laredos" Binational TB Project between Laredo, Texas and Nuevo Laredo, Tamaulipas Mexico to carry out expanded outreach services, laboratory, x-ray services and treatment to individuals of identified sub-groups in Nuevo Laredo who have tuberculosis and to support local, regional and international TB surveillance, early detection and treatment.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The City Manager is hereby authorized to enter into contract with the Texas Department of State Health Services in the amount of $165,968.00 for continuation of the Health Department Tuberculosis Prevention and Control Program for the term period beginning January 1, 2011 through December 31, 2011.

Section 2: The revenue account 226-0000-323-4071 is hereby decreased by $5,113.00 for a total of $165,968.00 from the Texas Department of State Health Services.

Section 3: The expenditure division is 226-6003 with Project No. HETF03 is hereby decreased by $5,113.00 for a total of $ 165,968.00.

Section 4: The revenue account 222-0000-372-1000 is hereby increased by $5,113.00 and expenditure division 226-6801-544-9900 is hereby increased by $5,113.00. The total budget remains the same.

Section 3: The City Manager is hereby authorized to make transfers within the budget as allowable under the General Provisions of the existing general contract with the Texas Department of State Health Services to meet the necessary costs to accomplish the scope of work for the program.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR

ON THIS _____ DAY OF _____, 2010.

_____
RAUL G. SALINAS
MAYOR

ATTEST:

_____
GUSTAVO GUEVARA, JR.
CITY SECRETARY

APPROVED AS TO FORM:
RAUL CASSO
CITY ATTORNEY

_____
By: NATHAN R. BRATTON
ASSISTANT CITY ATTORNEY

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2011-037502 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and CITY OF LAREDO (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is $165,968.00, and the payment method(s) shall be as specified in the Program Attachments.

3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. **Term of the Contract.** This Contract begins on 01/01/2011 and ends on 12/31/2011. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. **Documents Forming Contract.** The Contract consists of the following:

   a. Core Contract (this document)
   b. Program Attachments:

      2011-037502-001 TB Prevention and Control services

   c. General Provisions (Sub-recipient)
   d. Solicitation Document(s), and
   e. Contractor's response(s) to the Solicitation Document(s).
   f. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: CITY OF LAREDO
Address: PO BOX 579
LAREDO, TX 78042-0579
Vendor Identification Number: 17460015732021

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES	CITY OF LAREDO
By:_____	By:_____
Signature of Authorized Official	Signature
_____	_____
Date	Date
Bob Burnette, C.P.M., CTPM	_____
	Printed Name and Title
Director, Client Services Contracting Unit	_____
	Address
1100 WEST 49TH STREET	_____
AUSTIN, TEXAS 78756	City, State, Zip
(512) 458-7470	_____
	Telephone Number
Bob.Burnette@dshs.state.tx.us	_____
	E-mail Address for Official Correspondence

2011-037502-001

Categorical Budget:

PERSONNEL	$92,009.00
FRINGE BENEFITS	$38,325.00
TRAVEL	$4,212.00
EQUIPMENT	$0.00
SUPPLIES	$8,419.00
CONTRACTUAL	$17,300.00
OTHER	$5,703.00
TOTAL DIRECT CHARGES	$165,968.00
INDIRECT CHARGES	$0.00
TOTAL	$165,968.00
DSHS SHARE	$165,968.00
CONTRACTOR SHARE	$0.00
OTHER MATCH	$0.00

Total reimbursements will not exceed $165,968.00

Financial status reports are due: 05/02/2011, 08/01/2011, 10/31/2011, 02/29/2012

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2011-037502 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and CITY OF LAREDO (Contractor), a Government Entity, (collectively, the Parties).

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      2011-037502-001 TB Prevention and Control services

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By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES	CITY OF LAREDO
By:_____	By:_____
Signature of Authorized Official	Signature
_____	_____
Date	Date
Bob Burnette, C.P.M., CTPM	_____
	Printed Name and Title
Director, Client Services Contracting Unit	_____
	Address
1100 WEST 49TH STREET AUSTIN, TEXAS 78756	_____
	City, State, Zip
(512) 458-7470	_____
	Telephone Number
Bob.Burnette@dshs.state.tx.us	_____
	E-mail Address for Official Correspondence

2011-037502-001

Categorical Budget:

PERSONNEL	$92,009.00
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OTHER MATCH	$0.00

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Financial status reports are due: 05/02/2011, 08/01/2011, 10/31/2011, 02/29/2012

2011-037502
CITY OF LAREDO
Exhibit A/Work Plans
TB/PC - FEDERAL

1) The Health Department is a department of the City of Laredo but provides services to the residents of Webb County through an Inter-local Agreement. Ninety-four percent (94%) of the estimated 241,438 inhabitants are Hispanic. Although Webb County is one of the largest counties in the State with 3,356 square miles, 92% of its residents reside in the county seat of Laredo. There are 40 colonias in the county including the small towns of Oilton, Bruni and Mirando. It also includes two former colonias, now incorporated cities, Rio Bravo and El Cenizo. They constitute approximately 15,000 residents plus those persons residing in area ranches. The target population of the Program reflects the county's population in that it is predominantly Hispanic, poor, and lacking in adequate resources for continual health care. The county rate for tuberculosis was 16.0% per 100,000, compared to the state's rate at 6.2% per 100,000 in 2008. This is due primarily to the proximity of the border city of Nuevo Laredo, Mexico. Disease respects no borders or boundaries and the constant crossing back and forth between the U.S. and Mexico for international trade and tourism provide a vehicle for vectors to enter the U.S. The City of Laredo Health Department (CLHD) continues to work with all Webb County providers and Mexican's Sector Salud through the Binational TB Project to assure prompt identification and treatment of TB cases and suspects and their contacts to stop the transmission of TB.

2) The Health Department employs approximately 200 professional and paraprofessional employees (see organizational chart). It has a long-standing history of providing preventive health and primary health services to residents of all socio-economic backgrounds. It has a well established long standing record of coordination and cooperation with many community agencies in developing, maintaining and delivering needed health care to the community.
The TB Program consists of a Pulmonologist as the clinician; an RN Clinic Supervisor, who provides case management; an LVN, who is part of the case management team; a PHI , who performs outreach on special populations; a medical technician (EMT) that oversees the three private detention facilities and the County Jail; one CSA who provides DOT, DOPT, outreach and assists with contact investigations; two clerical positions who provide the registration, reception, opening medical records, generating of encounters, and QA of forms and records. Currently the TB Program Manager position is vacant.

3) Data to determine the number of tuberculin skin tests, chest radiographs, health care worker services, directly observed therapy, directly observed preventive therapy, or treatment with one or more anti-tuberculosis medications will be collected no later than January 1, 2011, by the CONTRACTOR. A system is in place to monitor monthly services to clients. All clients are registered in the CLHD's computer database (Insight

System). At the end of the month, the MIS department generates reports that separate the type of service each client receives.

4) The Public Health Emergency Preparedness Program conducts active surveillance for all DSHS and CDC reportable diseases. On a daily basis laboratory and infection disease /control personnel at all three hospitals, Veteran's Clinic and FQHCs are contacted. In addition, emergency rooms and outpatient services are contacted on a weekly basis by PHEP public health technicians. Upon receipt of a case or suspected case of TB, PHEP staff will notify TB control staff. Schools are also a part of the active surveillance system. Both school districts health services departments are called weekly for any disease reporting. The TB Program maintains rapport with the medical community to assure that all cases/suspects are reported in a timely manner and establishes and maintains contact and communication with high-risk group service providers, i.e., drug treatment centers.
All identified TB cases with the potential to cause an outbreak will have contacts closely monitored for TB Disease and Infection. All cases and suspects have a contact investigation initiated as soon as identified. When a potential for an outbreak is identified, additional staff from the epidemiological team is summoned for assistance. The potential for an outbreak was identified when a case was identified at a local car dealership. The client had been symptomatic for approximately 6-8 months before being diagnosed. A TB Presentation was made and the concentric circle approach was explained to the dealership employees. A total number of 69 employees were screened. In addition, 34 family members were screened. No secondary cases were identified.

5) The QA Plan includes: various subcommittees that report to the Management subcommittee, who reports to the Medical Director/Health Authority and administration. SDOs which are updated as new directives or treatment methodologies warrant are in place. The current QA/QI Coordinator is the Chief Public Health Promotion and Nutrition Division. She is responsible for updating the plan and scheduling PRC meetings. The roles of the CLHD Quality Assurance(QA)/Quality Improvement (QI) Program is to objectively and systematically monitor and evaluate quality of services and care to assure that the overall mission is fulfilled. The QA/QI Program, in the form of the Professional Review Committee (PRC) and its subcommittees, is responsible for quality assurance/improvement which includes monitoring progress toward meeting program goals, examining the quality of programs provided and ensuring ongoing quality improvement activities such as chart audits, client satisfaction surveys, employee satisfaction surveys, periodic peer review and analysis of outcome indicators. The Registration, Eligibility and Medical Records Subcommittee, conducts procedural audits on a quarterly basis. They audit medical records, eligibility and billing forms. Based on the findings, a report is produced for the deficient program and a corrective action plan is required with a time frame to correct the deficiency. A follow-up study is conducted to assure the problem is corrected. The Standing Delegation Orders are revised, annually or as needed, in accordance with the DSHS, American Thoracic Society, and CDC guidelines.

6) The integrated delivery system at the TB Program is the single best benefit for our clients. Clients receiving referrals for well-child, prenatal, family planning, immunizations for childhood and adult vaccine preventable diseases, HIV/AIDS counseling, testing, referrals, case management and housing assistance, preventive and primary dental health care for children and adolescents, class D pharmacy and laboratory diagnostic services can all be accessed at the Health Department. WIC services are also provided at the Health Department as well as at satellite clinics located throughout the community. The Health Department offers nutritional counseling programs, exercise programs, support groups, and cooking classes for families that are at risk for developing diabetes and cardiovascular disease. Other agencies co-located and available for services in the same complex are the County Indigent Health Care Program, the Elderly Nutrition Program, and the Webb County Weatherization Program. Those clients needing services beyond those offered by our clinics are referred to Gateway Community Health Center or Mercy Primary Health Care Program. Providers from Mercy and Gateway refer to our programs when clients need assistance with their medications/services that they do not provide, i.e. TB. Clients also have access to three local hospitals: Laredo Medical Center, Doctor's Hospital, and The Laredo Specialty Hospital. We continue working closely with local hospitals and private providers to assure appropriate identification and treatment of tuberculosis. All entities work together and refer services, as appropriate, to prevent duplication of services.

7) Centrally located, the health department building facilitates access and currently meets all American with Disabilities Act (ADA) requirements. Local bus transportation includes the physically impaired bus service "El Lift". An independent interpreter is under contract to the department for those clients who are deaf and need sign language interpretation. If the client is blind, the communication is done orally or in Braille. Each individual client determines his or her language preference, using a language card. Also, all staff at the TB Program, including the clinician, is bilingual (English and Spanish). TB information for other languages, if requested, is downloaded from the internet. The program operates from Monday thru Friday, from 8am to 5pm. In order to assure accessibility to the defined population, arrangements are made for those clients needing services before 8am, after 5pm, and/or on weekends.

8) The Program will provide appropriate case management to new tuberculosis cases/suspects identified within the general and high-risk populations residing in Webb County. Newly identified patients will be initiated on an ATS/CDC recommended four-drug regimen. All clients will be placed on DOT. Sputum samples submitted by the newly identified patients will be tested for drug susceptibility. If drug resistance is identified, a consult will be obtained and the drug regimen modified accordingly. Arrangements will be made for DOT administration in the field at a place and time agreed upon by staff and client. The patient will also have the option of coming to the clinic for DOT. Incentives and/or enablers will be used for those clients to assure compliance. This may include, but not limited to, food vouchers from the food bank, groceries, ensure and/or glucerna, hot meals from Bethany House (soup Kitchen), school supplies and/or hygiene kits.

The pharmacy technician, under the supervision of the contract pharmacist, will be responsible for the preparation of the individual client DOT and DOPT medication packets and for providing in-house preventive medication. The pharmacy technician will maintain DOT, DOPT, and preventive medication logs, will monitor TB medication expiration dates, order medications, and maintain the appropriate inventory.

9) Upon receiving a report of a case or suspected case of tuberculosis, a medical record is compiled on the client. If hospitalized, a visit is conducted by outreach staff. As much information from the medical record is gathered. Also, TB-400s are requested from hospital infection control/case management staff. If the client was referred to the clinic for services or once the client is discharged from the hospital, a medical/social history is obtained, TB counseling and education along with appropriate literature is given to the client and family. A nurse case manager is assigned as well as a case management team. All interventions are documented in the TB-201 TB Case and Suspect management plan for outpatient care. The contact investigation is initiated and reviewed by the clinic supervisor. The case/suspect is discussed with the case management team initially, at 2 weeks, and a month, and every month thereafter or as needed.

10) A cohort review will be conducted every quarter. TB Program staff will meet to review TX outcomes of every patient in the patient registry. Review schedule is as follows: April, July, October, and January. With an on-going review of previously discussed cases and contacts needing to complete treatment until considered "closed". Team members will use information gathered at cohort review to follow-up on cases and contact investigations, solve programmatic problems, and address staff training problems.

11) The TB Program will screen at least 80.5% of case contacts (household, social, occupational, and other close contacts) within seven to ten days of initial notification/diagnosis, for every smear positive case identified. All contacts that are positive TB Test reactors will be evaluated for active disease. Additional positive reactors will be evaluated as resources permit with emphasis on high-risk groups and using the concentric circle approach; At least 90% of all household contacts below the age of 5 will be placed on DOPT, as per protocol. If, however, there is a need to provide DOPT to someone over the age of 5, especially those at high risk of developing TB Disease, arrangements will be made. At least 75% of the TB outreach staff will be trained to coordinate and conduct field contact screenings. Due to budgetary constraints, only one CSA is available for outreach services. Timeline and goals will still be maintained within capacity. This will facilitate the provision of appropriate intervention and increase the number of contacts obtaining services that might not otherwise be followed-up. 100% of contacts on preventive therapy will have monthly toxicity checks to monitor for drug toxicity. Staff will use incentives and enablers to increase the number of screened contacts, especially those at high-risk (i.e. stickers for children, school supplies, etc).

12) Contact Investigation interviews are initiated within 72 hours after a TB case/suspect is reported. The client interview is used to identify contacts at high risk for exposure. A contact investigation worksheet is utilized to obtain as much information in reference to home, work, school and leisure contacts. The concentric circle approach is used when

conduction investigations. A second complete interview or re-interview will be done within 2 weeks to determine additional information that the patient may not have shared and to confirm information previously obtained. Patients will be prioritized by infectiousness. For those clients identifying less than 3 contacts, additional information/re-interview will be conducted periodically or as needed to try to identify additional contacts. During home visits, extra attention will be paid to home environment (i.e. pictures, toys, awards, cars, visitors, etc) to determine additional contacts. Delays in initiation of the CI or evaluating contacts should be determined by infectiousness of the client, condition of the client (i.e. intubated), or place hospitalized (i.e. out of town). Once client can be interviewed or a family member can provide needed information, a CI will be started. To prevent those on preventive therapy from abandoning treatment, enablers and incentives will be provided. If resources allow, they will be placed on DOPT to assure completion of treatment.

13) The TB Program will perform TB Skin testing (TST) on all of the negative skin test program staff on a semi-annual basis. A baseline-screening test will be performed on all new incoming employees upon date of hire. The two-step testing method will be used if no previous negative TST is documented. Documentation of positive reactors and converters will be done as well as follow-up with chest x-rays, laboratory tests, and medical evaluation. Employees testing positive will receive a chest x-ray, medical evaluation, and initiate treatment, if indicated, as per clinician's disposition within 5 working days. Employees converting on their TST will initiate preventive therapy, as per clinician's SDO or discretion. First time positive reactors will initiate therapy according to TB Clinician's SDO.
All staff will be fit tested and supplied with respirators annually on their employment anniversary date by the assigned person. Respirators will be readily available as needed. Infection Control Equipment will be adequately maintained, i.e., UV lights, air filters, negative pressure units, etc. The assigned Clinic Safety Officer monitors the UV lights and negative pressure units on a daily basis. Maintenance personnel change air filters monthly and maintain appropriate documentation and logs.
The exposure control plan is reviewed and updated as guidelines change.

14) The TB Program will conduct screenings on high-risk populations by working closely with community based organizations that serve high-risk clients, (e.g. homeless shelters, drug detoxification centers, jail programs, HIV/AIDS programs, nursing homes, etc.). The Special Population Staff will continue to update the service directory of local community based organizations providing services to high-risk clients; will establish Memorandums of Agreement (MOA) between the Program and the CBO's to facilitate cooperation and collaboration, as needed; will coordinate and conduct TST screenings of high-risk populations as per SDO and MOA; will use incentives and enablers such as bus tickets, hot meals, and groceries to facilitate compliance of high-risk, non-compliant clients. Incentives and enablers will also be used to aid in the completion of preventive therapy or anti-tuberculosis treatment. The Special Population Staff will coordinate and administer DOT to 100% of high-risk cases and use incentives/enablers to improve compliance and completion of treatment. The school districts partner with the TB

program and use the TBQ to assure that foreign-born or U.S. born minorities are identified, evaluated, and treated for TB and LTBI.

15) All new program staff will receive 40 hours of TB training relevant to their position within 60 days of employment. Staff will attend professional training seminars and workshops to receive at least 16 hours of continuing education annually. Staff will be kept informed on treatment modalities and community awareness and education strategies. The CDC's Self-Study Modules on Tuberculosis will be utilized in the initial training. Videos, web based courses and core-curriculums will also be used for on-going training.

16) Upon receipt of CDC 75.17 Report on alien with Tuberculosis form, the client, guardian, and/or sponsor is notified. The initial attempt is via telephone, if available. If there is no phone number listed or if there is no response from the phone call, a post card is sent to the address on the form. If no response, a home visit is done in order to contact the client, if available. Once the client is located, an appointment is scheduled at the clinic for evaluation and follow-up.
For a Class A immigrant and/or refugee, an appointment is scheduled with the clinician. Sputum will be collected before initiation of therapy for diagnosis confirmation and drug susceptibilities. Newly identified aliens with tuberculosis will be restricted to respiratory isolation until rendered non-infectious. For Class B conditions, the immigrant and/or refugee is scheduled for a TST, a chest radiograph and an MD appointment. If the alien is symptomatic, sputum samples will be collected and submitted to the laboratory. All those with a positive skin test and a normal CXR, will be initiated on preventive therapy, as indicated. All aliens initiated either on treatment for active TB disease or for LTBI will have monthly toxicity checks performed and be evaluated for any treatment adverse effects. For those over the age of 35 on treatment for LTBI, liver function tests will be performed monthly, as per protocol. For those that are known contacts to a TB case (Class B3), if under the age of 5, will be placed on preventive therapy by DOPT (if CXR is normal and indicated by TB clinician).

CONTRACT NO. 2011-037502
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000368688

CONTRACTOR: CITY OF LAREDO

DSHS PROGRAM: TB Prevention and Control services

TERM: 01/01/2011THRU: 12/31/2011

SECTION I. STATEMENT OF WORK:

Throughout the Contractor's defined service area of Webb County, the Contractor shall develop and provide: (1) basic services and associated activities for tuberculosis (TB) prevention and control; and (2) expanded outreach services to individuals of identified special populations who have TB and/or who are at high risk of developing TB.

Contractor shall provide the services outlined above in compliance with the following:

- DSHS Standards of Performance for the Prevention and Control of Tuberculosis, available at http://www.dshs.state.tx.us/idcu/disease/tb/publications/default.asp;
- DSHS Standards for Public Health Clinic Services, available at http://www.dshs.state.tx.us/sdi/docs/section8.pdf;
- American Thoracic Society (ATS) and Centers for Disease Control and Prevention (CDC) joint statements on diagnosis, treatment and control of TB available at http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5211a1.htm;
- Diagnostic Standards and Classification of Tuberculosis in Adults and Children, (American Journal of Respiratory and Critical Care Medicine, Vol. 161, pp. 1376-1395, 2000) http://ajrccm.atsjournals.org/cgi/reprint/161/4/1376;
- Treatment of Tuberculosis, (ATS/CDC/IDSA), 2003 available at http://www.cdc.gov/tb/pubs/mmwr/Maj_guide/default.htm;
- Targeted Tuberculin Testing and Treatment of Latent TB Infection (LTBI), Morbidity and Mortality Weekly Report, Vol. 49, No. RR-6, 2000, available at http://www.cdc.gov/mmwr/PDF/rr/rr4906.pdf;
- Updated: Adverse Event Data and Revised American Thoracic Society/CDC Recommendations Against the Use of Rifampin and Pyrazinamide for Treatment of Latent Tuberculosis Infection – United States, 2003, MMWR 52 (No. 31) http://www.cdc.gov/mmwr/preview/mmwrhtml/mm5231a4.htm; and
- Controlling Tuberculosis in the United States, MMWR, Vol. 54, No. RR-12, 2005 http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5412a1.htm.

Contractor shall comply with all applicable federal and state regulations and statutes, including, but not limited to, the following:

- Texas Tuberculosis Code, Health and Safety Code, Chapter 13, Subchapter B,
- Communicable Disease Prevention and Control Act, Texas Health and Safety Code, Chapter 81,
- Screening and Treatment for Tuberculosis in Jails and Other Correctional Facilities, Health and Safety Code, Chapter 89,
- Texas Administrative Code TAC, Title 25, Part 1, Chapter 97, Subchapter A, Control of Communicable Diseases, and
- Texas Administrative Code TAC, Title 25, Part 1, Chapter 97, Subchapter H, Tuberculosis Screening for Jails and Other Correctional Facilities.

Contractor shall perform all activities under this Renewal Program Attachment in accordance with Contractor's final, approved work plan (attached as Exhibit A), and detailed budget as approved by DSHS. Contractor must receive written approval from DSHS before varying from applicable policies, procedures, protocols, and the final approved work plan, and must update its implementation documentation within forty-eight (48) hours of making approved changes so that staff working on activities under this contract knows of the change(s).

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below what is projected in Contractor's total Program Attachment amount, as shown in SECTION VI. BUDGET, Contractor's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

Because of the inherent time to complete treatment for tuberculosis disease and latent tuberculosis infection in relation to the period of this Renewal Program Attachment, required reporting under this Renewal Program Attachment will show results for work performed under previous Program Attachments.

Contractor shall provide a complete and accurate annual narrative report, in the format provided by DSHS, demonstrating compliance with the requirements of this Renewal Program Attachment. That report shall include, but is not limited to, a detailed analysis of performance related to the performance measures listed below. A progress report of activities in January through December shall also be submitted, in a format provided by DSHS. The narrative program report shall be sent to the Department of State Health Services, TB Services Branch, Mail Code 1939, PO Box 149347, Austin, Texas 78714-9347 via regular mail, or by fax to (512)458-7787, or e-mail to charles.wallace@dshs.state.tx.us. Contractor shall maintain the documentation used to calculate performance measures as required by the General Provisions Article VIII "Records Retention" and by the Texas Administrative Code Title 22, Part 9 Chapter 165, §165.1 regarding the retention of medical records.

Report periods and due dates are as follows:

PERIOD COVERED	DUE DATE
January 2010– December 2010	March 1, 2011
January 2011 – May 2011	July 1, 2011

Contractor shall send all initial reports of confirmed and suspected TB cases to DSHS within seven (7) working days of identification or notification. Any updates to initial DSHS Report of Cases and Patient Services Forms (TB-400) (e.g., diagnosis, medication changes, x-rays, and bacteriology) and case closures shall be sent within 30 days of when a change in information in a required reporting field occurs to DSHS at PO Box 149347, Mail Code 1939, Austin, Texas 78714-9347.

Contractor shall send an initial report to DSHS of contacts on all Class 3 TB cases and smear-positive Class 5 TB suspects within thirty (30) days of identification using DSHS' Report of Contacts Form (TB-340 and TB-341). Any new follow-up information (not included in the initial report) related to the evaluation and treatment of contacts shall be sent to DSHS on the TB-340 and TB-341 at intervals of 90 days, 120 days, and 2 years after the day the Contractor became aware of the TB case.

Electronic reporting to DSHS for Class 3 TB cases, smear positive Class 5 TB suspects, and their contacts may become available during the term of this Renewal Program Attachment. Once notified of this option by DSHS, Contractor may avail itself of this option if it adheres to all the electronic reporting requirements (including system requirements) provided at that time.

Contractor will determine and report annually the number of persons which receive at least one TB service, including but not limited to: tuberculin skin tests, chest radiographs, health care worker services, or treatment with one or more anti-tuberculosis medications.

SECTION II. PERFORMANCE MEASURES:

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in this Renewal Program Attachment, without waiving the enforceability of any of the other terms of the contract or any other method of determining compliance:

1. Cases, and suspected cases, of TB under treatment by Contractor shall be placed on timely and appropriate Direct Observed Therapy (DOT);

2. Newly diagnosed TB cases that are eligible* to complete treatment within 12 months shall complete therapy within 365 days or less;
   **Exclude TB cases 1) diagnosed at death, 2) who die during therapy, 3) who are resistant to Rifampin, 4) who have meningeal disease, and/or 5) who are younger than 15 years with either miliary disease or a positive blood culture for TB.*

3. TB cases with initial cultures positive for Mycobacterium tuberculosis complex shall be tested for drug susceptibility and have those results documented in their medical record. If data indicates a compliance rate for this Performance Measure of less than 97%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

4. Newly-reported cases of TB with Acid-fast Bacillis (AFB) positive sputum culture results will have documented conversion to sputum culture-negative within 60 days of initiation of treatment. If data indicates a compliance rate for this Performance Measure of less than 43%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

5. Newly-reported TB cases shall have an HIV test performed (unless they are know HIV-positive, or if the patient refuses) and shall have positive or negative HIV test results reported to DSHS according to the schedule provided herein. If fewer than 78% of newly reported TB cases have a result of an HIV test reported, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

6. Newly-reported suspected cases of TB disease shall be started in timely manner on the recommended initial 4-drug regimen. If fewer than 93% of newly-reported TB cases are started on an initial 4-drug regimen in accordance with this requirement, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

7. Newly-reported TB patients with a positive AFB sputum-smear result shall have at least three contacts identified as part of the contact investigation that must be pursued for each case. If data indicates a compliance rate for this Performance Measure of less than 90%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

8. Newly-identified contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive TB case shall be evaluated for TB infection and disease. If data indicates a compliance rate for this Performance Measure of less than 80.5%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

9. Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case and that are newly diagnosed with latent TB infection (LTBI) shall be started on timely and appropriate treatment. If data indicates a compliance rate for this Performance Measure of less than 60%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

10. Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case that are newly diagnosed with LTBI and that were started on treatment shall complete treatment for LTBI as described in Targeted Tuberculin Testing and Treatment of Latent TB Infection (LTBI), Morbidity and Mortality Weekly Report, Vol. 49, No. RR-6, 2000, and according to the timelines given therein. If data indicates a compliance rate for this Performance Measure of less than 40%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

11. Newly-reported TB patients that are older than 12-years-old and that have a pleural or respiratory site of disease shall have sputum AFB-culture results reported to DSHS according to the timelines for reporting initial and updated results given herein. If data indicates a compliance rate for this Performance Measure of less than 88.5%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS; and

12. All reporting to DSHS shall be completed as described herein under Section I above and submitted by the deadlines given.

If the Contractor fails to meet any of the performance measures, the Contractor shall furnish in the narrative report, due March 1, 2011, a written explanation including a plan (with schedule) to meet those measures. This requirement does not excuse any violation of this Contract, nor does it limit DSHS as to any options available under the contract regarding breach.

SECTION III. SOLICITATION DOCUMENT:

Exempt - Governmental Entity

SECTION IV. RENEWALS:

DSHS may renew the Program Attachment for up to three (3) additional one-year terms, at DSHS's sole discretion.

SECTION V. PAYMENT METHOD:

Cost Reimbursement

Funding is further detailed in the attached Categorical Budget and if applicable, Equipment List.

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to

the addresses/number below.

Claims Processing Unit, MC1940
Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 458-7442. The email address is invoices@dshs.state.tx.us.

SECTION VII. BUDGET

SOURCE OF FUNDS: CFDA Funding #93.116

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, are revised to include the following:

General Provisions, **Article 1. COMPLIANCE AND REPORTING, Section 1.07,** Statutes **and Standards of General Applicability**, is amended to include the following:

> Contractor, as a subrecipient of federal grant funds, is prohibited from texting while driving a federal government owned vehicle and from texting while using government furnished electronic equipment while driving any vehicle, including any privately owned or governmental owned vehicle. "Texting" means reading from or entering data into any handheld or other electronic device, including SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. "Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary due to traffic, a traffic light, stop sign or otherwise. "Driving" does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary. "Government furnished electronic equipment" means any electronic equipment that may be used for texting and for which any payment is made, in part or in whole, under this program attachment. The Contractor is responsible for ensuring its employees are aware of this prohibition and adhere to this prohibition.

General Provisions, **Article III. FUNDING, Section 3.06, Nonsupplanting**, is revised to include the following:

> Funding from this Renewal Program Attachment shall not be used to supplant (i.e., used in place of funds dedicated, appropriated or expended for activities funded through this Renewal Program Attachment) state or local funds, but Contractor shall use such funds to increase state or local funds currently available for a particular activity. Contractor shall maintain local funding at a

sufficient rate to support the local program. If the total cost of the project is greater than DSHS' funding set out in SECTION VII. BUDGET, Contractor shall supply funds for the remaining costs in order to accomplish the objectives set forth in this Program Attachment.

All revenues directly generated by this Renewal Program Attachment or earned as a result of this Renewal Program Attachment during the term of this Renewal Program Attachment are considered program income; including income generated through Medicaid billings for TB related clinic services. Contractor shall use this program income to further the scope of work detailed in this Renewal Program Attachment, and must keep documentation to demonstrate such to DSHS's satisfaction. This program income may not be used to take the place of existing local, state, or federal program funds.

General Provisions, Article **IV. PAYMENT METHODS AND RESTRICTIONS Section 4.02, Billing Submission**, is hereby revised to add:

Quarterly Financial Status Reports (Form 269A) from Contractor shall be provided to DSHS in the format provided by the DSHS. These reports shall be mailed to Department of State Health Services, Attention: Accounting Section, Claims Processing Unit, Mail Code 1940, 1100 West 49th Street, PO Box 149347, Austin, Texas 78714-9347. One (1) copy of each quarterly financial status report shall be mailed to the Department of State Health Services, Attention: Infectious Disease Intervention and Control Branch, Mail Code 1939, PO Box 149347, Austin, Texas 78714-9347. These reports shall be submitted on a quarterly basis as follows:

PERIOD COVERED	DUE DATE
January, February March	April 29, 2011
April, May, June	July 29, 2011
July, August, September	October 31, 2011
October, November December	February 29, 2012

General Provisions, **Article XIII. General Terms, Section 13.15 Amendment**, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least 90 days prior to the end of the term of this Program Attachment.

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ARTICLE I COMPLIANCE AND REPORTING

Section 1.01 **Compliance with Statutes and Rules.** Contractor shall comply, and shall require its subcontractor(s) to comply, with the requirements of the Department's rules of general applicability and other applicable state and federal statutes, regulations, rules, and executive orders, as such statutes, regulations, rules, and executive orders currently exist and as they may be lawfully amended. The Department rules are located in the Texas Administrative Code, Title 25 (Rules). To the extent this Contract imposes a higher standard, or additional requirements beyond those required by applicable statutes, regulations, rules or executive orders, the terms of this Contract will control. Contractor further agrees that, upon notification from DSHS, Contractor shall comply with the terms of any contract provisions DSHS is required to include in its contracts under legislation effective at the time of the effective date of this Contract or during the term of this Contract.

Section 1.02 **Compliance with Requirements of Solicitation Document.** Except as specified in these General Provisions or the Program Attachment(s), Contractor shall comply with the requirements, eligibility conditions, assurances, certifications and program requirements of the Solicitation Document, if any, (including any revised or additional terms agreed to in writing by Contractor and DSHS prior to execution of this Contract) for the duration of this Contract or any subsequent renewals. The Parties agree that the Department has relied upon Contractor's response to the Solicitation Document. The Parties agree that any misrepresentation contained in Contractor's response to the Solicitation Document constitutes a breach of this Contract.

Section 1.03 **Reporting.** Contractor shall submit reports in accordance with the reporting requirements established by the Department and shall provide any other information requested by the Department in the format required by DSHS. Failure to submit a required report or additional requested information by the due date specified in the Program Attachment(s) or upon request constitutes a breach of contract, may result in delayed payment and/or the imposition of sanctions and remedies, and, if appropriate, emergency action; and may adversely affect evaluation of Contractor's future contracting opportunities with the Department.

Section 1.04 **Client Financial Eligibility.** Where applicable, Contractor shall use financial eligibility criteria, financial assessment procedures and standards developed by the Department to determine client eligibility.

Section 1.05 **Applicable Contracts Law and Venue for Disputes.** Regarding all issues related to contract formation, performance, interpretation, and any issues that may arise in any dispute between the Parties, this Contract will be governed by, and construed in accordance with, the laws of the State of Texas. In the event of a dispute between the Parties, venue for any suit will be Travis County, Texas.

Section 1.06 **Applicable Laws and Regulations Regarding Funding Sources.** Where applicable, federal statutes and regulations, including federal grant requirements applicable to funding sources, will apply to this Contract. Contractor agrees to comply with applicable laws, executive orders, regulations and policies, as well as Office of Management and Budget (OMB) Circulars, the Uniform Grant and Contract Management Act of 1981 (UGMA), Tex. Gov. Code Chapter 783, and Uniform Grant Management Standards (UGMS), as revised by federal circulars and incorporated in UGMS by the Governor's Budget, Planning and Policy Division. UGMA and UGMS can be located through

web links on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. Contractor also shall comply with all applicable federal and state assurances contained in UGMS, Part III, State Uniform Administrative Requirements for Grants and Cooperative Agreements §__.14. If applicable, Contractor shall comply with the Federal awarding agency's Common Rule, and the U.S. Health and Human Services Grants Policy Statement, both of which may be located through weblinks on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. For contracts funded by block grants, Contractor shall comply with Tex. Gov. Code Chapter 2105.

Section 1.07 **Statutes and Standards of General Applicability.** Contractor is responsible for reviewing and complying with all applicable statutes, rules, regulations, executive orders and policies. To the extent applicable to Contractor, Contractor shall comply with the following:

a) the following statutes, rules, regulations, and DSHS policy (and any of their subsequent amendments) that collectively prohibit discrimination on the basis of race, color, national origin, limited English proficiency, sex, sexual orientation (where applicable), disabilities, age, substance abuse, political belief or religion: 1) Title VI of the Civil Rights Act of 1964, 42 USC §§ 2000d et seq.; 2) Title IX of the Education Amendments of 1972, 20 USC §§ 1681-1683, and 1685-1686; 3) Section 504 of the Rehabilitation Act of 1973, 29 USC § 794(a); 4) the Americans with Disabilities Act of 1990, 42 USC §§ 12101 et seq.; 5) Age Discrimination Act of 1975, 42 USC §§ 6101-6107; 6) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 USC § 290dd (b)(1); 7) 45 CFR Parts 80, 84, 86 and 91; 8) U.S. Department of Labor, Equal Employment Opportunity E.O. 11246; 9) Tex. Lab. Code Chapter 21; 10) Food Stamp Act of 1977 (7 USC § 200 et seq.; 11) Executive Order 13279, 45 CFR Part 87 or 7 CFR Part 16 regarding equal treatment and opportunity for religious organizations; and 12) DSHS Policy AA-5018, Non-discrimination Policy for DSHS Programs;
b) Drug Abuse Office and Treatment Act of 1972, 21 USC §§ 1101 et seq., relating to drug abuse;
c) Public Health Service Act of 1912, §§ 523 and 527, 42 USC § 290dd-2, and 42 CFR Part 2, relating to confidentiality of alcohol and drug abuse patient records;
d) Title VIII of the Civil Rights Act of 1968, 42 USC §§ 3601 et seq., relating to nondiscrimination in housing;
e) Immigration Reform and Control Act of 1986, 8 USC § 1324a, regarding employment verification;
f) Pro-Children Act of 1994, 20 USC §§ 6081-6084, and the Pro-Children Act of 2001, 20 USC § 7183, regarding the non-use of all tobacco products;
g) National Research Service Award Act of 1971, 42 USC §§ 289a-1 et seq., and 6601 (PL 93-348 and PL 103-43), regarding human subjects involved in research;
h) Hatch Political Activity Act, 5 USC §§ 1501-1508 and 7321-26, which limits the political activity of employees whose employment is funded with federal funds;
i) Fair Labor Standards Act, 29 USC §§ 201 et seq., and the Intergovernmental Personnel Act of 1970, 42 USC §§ 4701 et seq., as applicable, concerning minimum wage and maximum hours;
j) Tex. Gov. Code Chapter 469, pertaining to eliminating architectural barriers for persons with disabilities;
k) Texas Workers' Compensation Act, Tex. Lab. Code Chapters 401-406 and 28 Tex. Admin. Code Part 2, regarding compensation for employees' injuries;

l) The Clinical Laboratory Improvement Amendments of 1988, 42 USC § 263a, regarding the regulation and certification of clinical laboratories;
m) The Occupational Safety and Health Administration Regulations on Blood Borne Pathogens, 29 CFR § 1910.1030, or Title 25 Tex. Admin. Code Chapter 96 regarding safety standards for handling blood borne pathogens;
n) Laboratory Animal Welfare Act of 1966, 7 USC §§ 2131 et seq., pertaining to the treatment of laboratory animals;
o) environmental standards pursuant to the following: 1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 USC §§ 4321-4347 and Executive Order 11514 (35 Fed. Reg. 4247), "Protection and Enhancement of Environmental Quality;" 2) Notification of violating facilities pursuant to Executive Order 11738 (40 CFR Part 32), "Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal Contracts, Grants, or Loans;" 3) Protection of wetlands pursuant to Executive Order 11990, 42 Fed. Reg. 26961; 4) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988, 42 Fed. Reg. 26951 and, if applicable, flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (PL 93-234); 5) Assurance of project consistency with the approved State Management program developed under the Coastal Zone Management Act of 1972, 16 USC §§ 1451 et seq.; 6) Federal Water Pollution Control Act, 33 USC §1251 et seq.; 7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 USC §§ 300f-300j; 8) Protection of endangered species under the Endangered Species Act of 1973, 16 USC §§ 1531 et seq.; 9) Conformity of federal actions to state clean air implementation plans under the Clean Air Act of 1955, 42 USC §§7401 et seq.; 10) Wild and Scenic Rivers Act of 1968 (16 USC §§ 1271 et seq.) related to protecting certain rivers system; and 11) Lead-Based Paint Poisoning Prevention Act (42 USC §§ 4801 et seq.) prohibiting the use of lead-based paint in residential construction or rehabilitation;
p) Intergovernmental Personnel Act of 1970 (42 USC §§4278-4763) regarding personnel merit systems for programs specified in Appendix A of the federal Office of Program Management's Standards for a Merit System of Personnel Administration (5 CFR Part 900, Subpart F);
q) Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646), relating to fair treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs;
r) Davis-Bacon Act (40 USC §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 USC § 874), and the Contract Work Hours and Safety Standards Act (40 USC §§ 327-333), regarding labor standards for federally-assisted construction subagreements;
s) National Historic Preservation Act of 1966, §106 (16 USC § 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1974 (16 USC §§ 469a-1 et seq.) regarding historic property to the extent necessary to assist DSHS in complying with the Acts;
t) financial and compliance audits in accordance with Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations;"
u) Trafficking Victims Protection Act of 2000, Section 106(g) (22 USC § 7104); and
v) requirements of any other applicable state and federal statutes, executive orders, regulations, rules and policies.

If this Contract is funded by a grant or cooperative agreement, additional state or federal requirements found in the Notice of Grant Award are imposed on Contractor and incorporated herein by reference.

Section 1.08 **Applicability of General Provisions to Interagency and Interlocal Contracts.** Certain sections or portions of sections of these General Provisions will not apply to Contractors that are State agencies or units of local government; and certain additional provisions will apply to such Contractors.

a) The following sections or portions of sections of these General Provisions will not apply to interagency or interlocal contracts:
   1) Hold Harmless and Indemnification, Section 13.19;
   2) Independent Contractor, Section 12.15 (delete the third sentence in its entirety; delete the word "employees" in the fourth sentence; the remainder of the section applies);
   3) Insurance, Section 12.03;
   4) Liability Coverage, Section 12.05;
   5) Fidelity Bond, Section 12.04;
   6) Historically Underutilized Businesses, Section 12.10 (Contractor, however, shall comply with HUB requirements of other statutes and rules specifically applicable to that entity);
   7) Debt to State and Corporate Status, Section 3.01;
   8) Application of Payment Due, Section 3.02; and
   9) Article XV Claims against the Department (This Article is inapplicable to interagency contracts only).

b) The following additional provisions will apply to interagency contracts:
   1) This Contract is entered into pursuant to the authority granted and in compliance with the provisions of the Interagency Cooperation Act, Tex. Gov. Code Chapter 771;
   2) The Parties hereby certify that (1) the services specified are necessary and essential for the activities that are properly within the statutory functions and programs of the affected agencies of State government; (2) the proposed arrangements serve the interest of efficient and economical administration of the State government; and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of the State of Texas to be supplied under contract given to the lowest responsible bidder; and
   3) DSHS certifies that it has the authority to enter into this Contract granted in Tex. Health & Safety Code Chapter 1001, and Contractor certifies that it has specific statutory authority to enter into and perform this Contract.

c) The following additional provisions will apply to interlocal contracts:
   1) This Contract is entered into pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Tex. Gov. Code Chapter 791;
   2) Payments made by DSHS to Contractor will be from current revenues available to DSHS; and
   3) Each Party represents that it has been authorized to enter into this Contract.

d) Contractor agrees that Contract Revision Requests (pursuant to the Contractor's Request for Revision to Certain Contract Provisions section), when signed by a duly authorized representative of Contractor, will be effective as of the effective date specified by the Department, whether that date is prior to or after the date of any ratification by Contractor's governing body.

Section 1.09 **Civil Rights Policies and Complaints.** Upon request, Contactor shall provide the Health and Human Services Commission (HHSC) Civil Rights Office with copies of all Contractor's civil rights policies and procedures. Contractor shall notify HHSC's Office of Civil Rights of any civil rights complaints received relating to performance under this Contract no more than ten (10) calendar days after Contractor's receipt of the claim. Notice must be directed to –

HHSC Civil Rights Office
701 W. 51st St., Mail Code W206
Austin, Texas 78751
Toll-free phone (888) 388-6332
Phone (512) 438-4313
TTY Toll-free (877) 432-7232
Fax (512) 438-5885

Section 1.10 **Licenses, Certifications, Permits, Registrations and Approvals.** Contractor shall obtain and maintain all applicable licenses, certifications, permits, registrations and approvals to conduct its business and to perform the services under this Contract. Failure to obtain or any revocation, surrender, expiration, non-renewal, inactivation or suspension of any such license, certification, permit, registration or approval constitutes grounds for termination of this Contract or other remedies the Department deems appropriate. Contractor shall ensure that all its employees, staff and volunteers obtain and maintain in active status all licenses, certifications, permits, registrations and approvals required to perform their duties under this Contract and shall prohibit any person who does not hold a current, active required license, certification, permit, registration or approval from performing services under this Contract.

ARTICLE II SERVICES

Section 2.01 **Education to Persons in Residential Facilities.** If applicable, Contractor shall ensure that all persons, who are housed in Department-licensed and/or -funded residential facilities and who are twenty-two (22) years of age or younger, have access to educational services as required by Tex. Educ. Code § 29.012. Contractor shall notify the local education agency or local early intervention program as prescribed by Tex. Educ. Code § 29.012 not later than the third calendar day after the date a person who is twenty-two (22) years of age or younger is placed in Contractor's residential facility.

Section 2.02 **Disaster Services.** In the event of a local, state, or federal emergency, including natural, man-made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or as a federal disaster by the appropriate federal official, Contractor may be called upon to assist DSHS in providing services, as appropriate, in the following areas: community evacuation; health and medical assistance; assessment of health and medical needs; health surveillance; medical care personnel; health and medical equipment and supplies; patient evacuation; in-hospital care and hospital facility status; food, drug, and medical device safety; worker health and safety; mental health and substance abuse; public health information; vector control and veterinary services; and victim identification and mortuary services. Contractor shall carry out disaster services in the manner most responsive to the needs of the emergency, be cost-effective, and be least intrusive on Contractor's primary services.

Section 2.03 **Consent to Medical Care of a Minor.** If Contractor provides medical, dental, psychological or surgical treatment to a minor under this Contract, either directly or through contracts

with subcontractors, Contractor shall not provide treatment of a minor unless informed consent to treatment is obtained pursuant to Tex. Fam. Code Chapter 32, relating to consent to treatment of a child by a non-parent or child or pursuant to other state law. If requirements of federal law relating to consent directly conflict with Tex. Fam. Code Chapter 32, federal law supersedes state law.

Section 2.04 **Telemedicine Medical Services.** Contractor shall ensure that if Contractor or its subcontractor uses telemedicine/telepsychiatry that the services are implemented in accordance with written procedures and using a protocol approved by Contractor's medical director and using equipment that complies with the equipment standards as required by the Department. Procedures for providing telemedicine service must include the following requirements:

a) clinical oversight by Contractor's medical director or designated physician responsible for medical leadership;
b) contraindication considerations for telemedicine use;
c) qualified staff members to ensure the safety of the individual being served by telemedicine at the remote site;
d) safeguards to ensure confidentiality and privacy in accordance with state and federal laws;
e) use by credentialed licensed providers providing clinical care within the scope of their licenses;
f) demonstrated competency in the operations of the system by all staff members who are involved in the operation of the system and provision of the services prior to initiating the protocol;
g) priority in scheduling the system for clinical care of individuals;
h) quality oversight and monitoring of satisfaction of the individuals served; and
i) management of information and documentation for telemedicine services that ensures timely access to accurate information between the two sites.

Telemedicine Medical Services does not include chemical dependency treatment services provided by electronic means under Rule § 448.911.

Section 2.05 **Fees for Personal Health Services.** Contractor may develop a system and schedule of fees for personal health services in accordance with the provisions of Tex. Health & Safety Code § 12.032, DSHS Rule §1.91 covering Fees for Personal Health Services, and other applicable laws or grant requirements. The amount of a fee must not exceed the actual cost of providing the services. No client may be denied a service due to inability to pay.

Section 2.06 **Cost Effective Purchasing of Medications.** If medications are funded under this Contract, Contractor shall make needed medications available to clients at the lowest possible prices and use the most cost effective medications purchasing arrangement possible.

Section 2.07 **Services and Information for Persons with Limited English Proficiency.** Contractor shall take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities. Contractor shall identify and document on the client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services and shall not require a client to provide or pay for the services of a translator or interpreter. Contractor shall make every effort to avoid use of any persons under the age of eighteen (18) or any family member or friend of the client as an interpreter for essential communications with a client with limited English

proficiency, unless the client has requested that person and using the person would not compromise the effectiveness of services or violate the client's confidentiality and the client is advised that a free interpreter is available.

ARTICLE III FUNDING

Section 3.01 **Debt to State and Corporate Status.** Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Contractor if Contractor is indebted to the State for any reason, including a tax delinquency. Contractor, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). Contractor, if a corporation, further certifies that it is and will remain in good standing with the Secretary of State's office. A false statement regarding franchise tax or corporate status is a material breach of this Contract. If franchise tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Contractor's delinquent franchise tax is paid in full.

Section 3.02 **Application of Payment Due.** Contractor agrees that any payments due under this Contract will be applied towards any debt of Contractor, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

Section 3.03 **Use of Funds.** Contractor shall expend Department funds only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

Section 3.04 **Use for Match Prohibited.** Contractor shall not use funds provided through this Contract for matching purposes in securing other funding unless directed or approved by the Department in writing.

Section 3.05 **Program Income.** Gross income directly generated from Department funds through a project or activity performed under a Program Attachment and/or earned only as a result of a Program Attachment during the term of the Program Attachment are considered program income. Unless otherwise required under the terms of the grant funding this Contract, Contractor shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of program income to further the program objectives of the state or federal statute under which the Program Attachment was made, and Contractor shall spend the program income on the same Program Attachment project in which it was generated. Contractor shall identify and report this income in accordance with the Compliance and Reporting Article of these General Provisions, the Contractor's Financial Procedures Manual located at http://www.dshs.state.tx.us/contracts/cfpm.shtm and the provisions of the Program Attachment(s). Contractor shall expend program income during the Program Attachment term and may not carry forward to any succeeding term. Contractor shall refund program income not expended in the term in which it is earned to DSHS. DSHS may base future funding levels, in part, upon Contractor's proficiency in identifying, billing, collecting, and reporting program income, and in using it for the purposes and under the conditions specified in this Contract.

Section 3.06 **Nonsupplanting.** Contractor shall not supplant (i.e., use funds from this Contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this Contract) but rather shall use funds from this Contract to supplement existing state or

local funds currently available for a particular activity. Contractor shall make a good faith effort to maintain its current level of support. Contractor may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE IV PAYMENT METHODS AND RESTRICTIONS

Section 4.01 **Payment Methods.** Except as otherwise provided by the provisions of the Program Attachment(s), the payment method for each Program Attachment will be one of the following methods:

a) cost reimbursement. This payment method is based on an approved budget in the Program Attachment(s) and acceptable submission of a request for reimbursement; or
b) unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service, as stated in the Program Attachment(s) and acceptable submission of all required documentation, forms and/or reports.

Section 4.02 **Billing Submission.** Contractors shall bill the Department in accordance with the Program Attachment(s) in the form and format prescribed by DSHS. Unless otherwise specified in the Program Attachment(s) or permitted under the Third Party Payors section of this Article, Contractor shall submit requests for reimbursement or payment monthly within thirty (30) calendar days following the end of the month covered by the bill.

Section 4.03 **Final Billing Submission.** Unless otherwise provided by the Department, Contractor shall submit a reimbursement or payment request as a final close-out bill not later than sixty (60) calendar days following the end of the term of the Program Attachment for goods received and services rendered during the term. If necessary to meet this deadline, Contractor may submit reimbursement or payment requests by facsimile transmission. Reimbursement or payment requests received in DSHS's offices more than sixty (60) calendar days following the end of the applicable term will not be paid. Consideration of requests for an exception will be made on a case-by-case basis, subject to the availability of funding, and only for an extenuating circumstance, such as a catastrophic event, natural disaster, or criminal activity that substantially interferes with normal business operations or causes damage or destruction of a place of business and/or records. A written statement describing the extenuating circumstance and the last request for reimbursement must be submitted for review and approval to the DSHS Accounting Section.

Section 4.04 **Working Capital Advance.** If allowed under this Contract, a single one-time working capital advance per term of the Program Attachment may be granted at the Department's discretion. Contractor must submit documentation to the contract manager assigned to the Program Attachment to justify the need for a working capital advance. Contractor shall liquidate the working capital advance as directed by the Department. The requirements for the documentation justifying the need for an advance and the directions for liquidating the advance are found in the Contractor's Financial Procedures Manual located at http://www.dshs.state.tx.us/contracts/cfpm.shtm.

Section 4.05 **Financial Status Reports (FSRs).** Except as otherwise provided in these General Provisions or in the terms of the Program Attachment(s), for contracts with categorical budgets, Contractor shall submit quarterly FSRs to Accounts Payable by the thirtieth calendar day of the month following the end of each quarter of the Program Attachment term for Department review and

financial assessment. Contractor shall submit the final FSR no later than sixty (60) days following the end of the applicable term.

Section 4.06 **Third Party Payors.** A third party payor is any person or entity who has the legal responsibility for paying for all or part of the services provided. Third party payors include, but are not limited to, commercial health or liability insurance carriers, Medicaid, or other federal, state, local, and private funding sources. Except as provided in this Contract, Contractor shall screen all clients and shall not bill the Department for services eligible for reimbursement from third party payors. Contractor shall (a) enroll as a provider in Children's Health Insurance Program and Medicaid if providing approved services authorized under this Contract that may be covered by those programs, and bill those programs for the covered services; (b) provide assistance to individuals to enroll in such programs when the screening process indicates possible eligibility for such programs; (c) allow clients who are otherwise eligible for Department services, but cannot pay a deductible required by a third party payor, to receive services up to the amount of the deductible and to bill the Department for the deductible; (d) not bill the Department for any services eligible for third party reimbursement until all appeals to third party payors have been exhausted, in which case the thirty (30)-day requirement in the Billing Submission section will be extended until all such appeals have been exhausted; (e) maintain appropriate documentation from the third party payor reflecting attempts to obtain reimbursement; (f) bill all third party payors for services provided under this Contract before submitting any request for reimbursement to Department; and (g) provide third party billing functions at no cost to the client.

ARTICLE V TERMS AND CONDITIONS OF PAYMENT

Section 5.01 **Prompt Payment.** Upon receipt of a timely, undisputed invoice pursuant to this Contract, Department will pay Contractor. Payments and reimbursements are contingent upon a signed Contract and will not exceed the total amount of authorized funds under this Contract. Contractor is entitled to payment or reimbursement only if the service, work, and/or product has been authorized by the Department and performed or provided pursuant to this Contract. If those conditions are met, Department will make payment in accordance with the Texas prompt payment law (Tex. Gov. Code Chapter 2251). Contractor shall comply with Tex. Gov. Code Chapter 2251 regarding its prompt payment obligations to subcontractors. Payment of invoices by the Department will not constitute acceptance or approval of Contractor's performance, and all invoices and Contractor's performance are subject to audit or review by the Department.

Section 5.02 **Withholding Payments.** Department may withhold all or part of any payments to Contractor to offset reimbursement for any ineligible expenditures, disallowed costs, or overpayments that Contractor has not refunded to Department, or if financial status report(s) required by the Department are not submitted by the date(s) due. Department may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Contractor's repayment obligations.

Section 5.03 **Condition Precedent to Requesting Payment.** Contractor shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting cash payments including any advance payments from Department.

Section 5.04 **Acceptance as Payment in Full.** Except as permitted in the Fees for Personal Health Services section of the Services Article of these General Provisions or under 25 Tex. Admin. Code § 444.413, Contractor shall accept reimbursement or payment from DSHS as payment in full for services or goods provided to clients or participants, and Contractor shall not seek additional reimbursement or payment for services or goods from clients or participants or charge a fee or make a profit with respect to the Contract. A fee or profit is considered to be an amount in excess of actual allowable costs that are incurred in conducting an assistance program.

ARTICLE VI ALLOWABLE COSTS AND AUDIT REQUIREMENTS

Section 6.01 **Allowable Costs.** For services satisfactorily performed, and sufficiently documented, pursuant to this Contract, DSHS will reimburse Contractor for allowable costs. Contractor must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. DSHS will determine whether costs submitted by Contractor are allowable and eligible for reimbursement. If DSHS has paid funds to Contractor for unallowable or ineligible costs, DSHS will notify Contractor in writing, and Contractor shall return the funds to DSHS within thirty (30) calendar days of the date of this written notice. DSHS may withhold all or part of any payments to Contractor to offset reimbursement for any unallowable or ineligible expenditures that Contractor has not refunded to DSHS, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). DSHS may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Contractor's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	OMB Circular A-87 (2 CFR, Part 225)	OMB Circular A-133 and UGMS	UGMS, OMB Circular A-102, and applicable Federal awarding agency common rule
Educational Institutions	OMB Circular A-21 (2 CFR, Part 220); and UGMS, as applicable	OMB Circular A-133	OMB Circular A-110 (2 CFR, Part 215) and applicable Federal awarding agency common rule; and UGMS, as applicable
Non-Profit Organizations	OMB Circular A-122 (2 CFR, Part 230)	OMB Circular A-133 and UGMS	UGMS; OMB Circular A-110 (2 CFR, Part 215) and applicable Federal awarding agency common rule
For-profit Organization other	48 CFR Part 31, Contract Cost	OMB Circular A-133 and UGMS	UGMS and applicable Federal awarding

than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency		agency common rule

A chart of applicable Federal awarding agency common rules is located through a weblink on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

Section 6.02 **Independent Single or Program-Specific Audit.** If Contractor within Contractor's fiscal year expends a total amount of at least $500,000 in federal funds awarded, Contractor shall have a single audit or program-specific audit in accordance with the Office of Management and Budget (OMB) Circ. No. A-133, the Single Audit Act of 1984, P L 98-502, 98 Stat. 2327, and the Single Audit Act Amendments of 1996, P L 104-156, 110 Stat. 1396. The $500,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Contractor within Contractor's fiscal year expends a total amount of at least $500,000 in state funds awarded, Contractor must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Contractors whose expenditures meet or exceed the federal and/or state expenditure thresholds stated above shall follow the guidelines in OMB Circular A-133 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Contractor to complete the Single Audit Determination Registration Form. If Contractor fails to complete the Single Audit Determination Form within thirty (30) calendar days after notification by OIG to do so, Contractor shall be subject to DSHS sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS, which is accessible through a web link on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. Contractor shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS. Contractor, unless Contractor is a state governmental entity, shall competitively re-procure independent single audit services at least every five (5) years. Incumbent audit firms may participate in the re-procurement process; however, Contractor shall not procure services of the same audit firm for more than ten (10) consecutive years and shall require that the audit firm limit the amount of time the lead or coordinating audit partner (having primary responsibility for the audit) conducts the independent audit to a maximum of five (5) years within a ten-year period. Contractor may request, in writing to the DSHS Contract Oversight and Support Section, an exception from lead partner rotation for years six (6) through ten (10) of a ten-year period if the audit firm has only one lead partner. If the request is approved, Contractor shall require the audit firm to provide certification annually for years six through ten that the audit firm has no more than one partner and shall require the audit firm to contract with an independent audit firm to perform a second partner review of the

single or program-specific audit work performed for Contractor. Procurement of audit services must comply with the procurement standards of 45 CFR Part 74 or 92, as applicable, including obtaining competition and making positive efforts to use small, minority-owned, and women-owned business enterprises.

Section 6.03 **Submission of Audit.** Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Contractor shall submit one copy to the Department's Contract Oversight and Support Section, and one copy to the OIG, at the following addresses:

Department of State Health Services
Contract Oversight and Support, Mail Code 1326
P.O. Box 149347
Austin, Texas 78714-9347

Health and Human Services Commission
Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

If Contractor fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Contractor of an audit report, Contractor shall be subject to DSHS sanctions and remedies for non-compliance with this Contract.

ARTICLE VII CONFIDENTIALITY

Section 7.01 **Maintenance of Confidentiality.** Contractor must maintain the privacy and confidentiality of information and records received during or related to the performance of this Contract, including patient and client records that contain protected health information (PHI), and any other information that discloses confidential personal information or identifies any client served by DSHS, in accordance with applicable federal and state laws, rules and regulations, including but not limited to 7 CFR Part 246; 42 CFR Part 2; 45 CFR Parts 160 and 164 (Health Insurance Portability and Accountability Act [HIPAA]); Tex. Health & Safety Code Chapters 12, 47, 81, 82, 85, 88, 92, 161, 181, 241, 245, 251, 534, 576, 577, 596, 611, and 773; and Tex. Occ. Code Chapters 56 and 159 and all applicable rules and regulations.

Section 7.02 **Department Access to PHI and Other Confidential Information.** Contractor shall cooperate with Department to allow Department to request, collect and receive PHI and other confidential information under this Contract, without the consent of the individual to whom the PHI relates, for funding, payment and administration of the grant program, and for purposes permitted under applicable state and federal confidentiality and privacy laws.

Section 7.03 **Exchange of Client-Identifying Information.** Except as prohibited by other law, Contractor and DSHS shall exchange PHI without the consent of clients in accordance with 45 CFR § 164.504(e)(3)(i)(B), Tex. Health & Safety Code § 533.009 and Rule Chapter 414, Subchapter A or

other applicable laws or rules. Contractor shall disclose information described in Tex. Health & Safety Code § 614.017(a)(2) relating to special needs offenders, to an agency described in Tex. Health & Safety Code § 614.017(c) upon request of that agency, unless Contractor documents that the information is not allowed to be disclosed under 45 CFR Part 164 or other applicable law.

Section 7.04 **Security of Patient or Client Records.** Contractor shall maintain patient and client records in compliance with state and federal law relating to security and retention of medical or mental health and substance abuse patient and client records. Department may require Contractor to transfer original or copies of patient and client records to Department, without the consent or authorization of the patient or client, upon termination of this Contract or a Program Attachment to this Contract, as applicable, or if the care and treatment of the individual patient or client is transferred to another entity. Prior to providing services funded under this Contract to a patient or client, Contractor shall attempt to obtain consent from the patient or client to transfer copies of patient or client records to another entity funded by DSHS upon termination of this Contract or a Program Attachment to this Contract, as applicable, or if care or treatment is transferred to another DSHS-funded contractor.

Section 7.05 **HIV/AIDS Model Workplace Guidelines.** If providing direct client care, services, or programs, Contractor shall implement Department's policies based on the HIV/AIDS (human immunodeficiency virus/acquired immunodeficiency syndrome) Model Workplace Guidelines for Businesses, State Agencies, and State Contractors, Policy No. 090.021, and Contractor shall educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Tex. Health & Safety Code § 85.112-114. A link to the Model Workplace Guidelines can be found at http://www.dshs.state.tx.us/hivstd/policy/policies.shtm.

ARTICLE VIII RECORDS RETENTION

Section 8.01 **Retention.** Contractor shall retain records in accordance with applicable state and federal statutes, rules and regulations. At a minimum, Contractor shall retain and preserve all other records, including financial records that are generated or collected by Contractor under the provisions of this Contract, for a period of four (4) years after the termination of this Contract. If services are funded through Medicaid, the federal retention period, if more than four (4) years, will apply. Contractor shall retain all records pertaining to this Contract that are the subject of litigation or an audit until the litigation has ended or all questions pertaining to the audit are resolved. Legal requirements for Contractor may extend beyond the retention schedules established in this section. Contractor shall retain medical records in accordance with Tex. Admin. Code Title 22, Part 9, § 165.1(b) and (c) or other applicable statutes, rules and regulations governing medical information. Contractor shall include this provision concerning records retention in any subcontract it awards. If Contractor ceases business operations, it shall ensure that records relating to this Contract are securely stored and are accessible by the Department upon Department's request for at least four (4) years from the date Contractor ceases business or from the date this Contract terminates, whichever is sooner. Contractor shall provide the name and address of the party responsible for storage of records to the contract manager assigned to the Program Attachment.

ARTICLE IX ACCESS AND INSPECTION

Section 9.01 **Access.** In addition to any right of access arising by operation of law, Contractor, and any of Contractor's affiliate or subsidiary organizations or subcontractors shall permit the Department or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including the Comptroller General of the United States, OIG, and the State Auditor's Office (SAO), unrestricted access to and the right to examine any site where business is conducted or client services are performed, and all records (including client and patient records, if any, and Contractor's personnel records and governing body personnel records), books, papers or documents related to this Contract; and the right to interview members of Contractor's governing body, staff, volunteers, participants and clients concerning the Contract, Contractor's business and client services. If deemed necessary by the Department or the OIG, for the purpose of investigation or hearing, Contractor shall produce original documents related to this Contract. The Department and HHSC will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Payments will not foreclose the right of Department and HHSC to recover excessive or illegal payments. Contractor shall make available to the Department information collected, assembled or maintained by Contractor relative to this Contract for the Department to respond to requests that it receives under the Public Information Act. Contractor shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any subcontract it awards.

Section 9.02 **State Auditor's Office.** Contractor shall, upon request, make all records, books, papers, documents, or recordings related to this Contract available for inspection, audit, or reproduction during normal business hours to any authorized representative of the SAO. Contractor understands that the acceptance of funds under this Contract acts as acceptance of the authority of the SAO, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor shall cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested, and providing access to any information the SAO considers relevant to the investigation or audit. The SAO's authority to audit funds will apply to Contract funds disbursed by Contractor to its subcontractors, and Contractor shall include this provision concerning the SAO's authority to audit and the requirement to cooperate, in any subcontract Contractor awards.

Section 9.03 **Responding to Deficiencies.** Any deficiencies identified by DSHS or HHSC upon examination of Contractor's records or during an inspection of Contractor's site(s) will be conveyed in writing to Contractor. Contractor shall submit, by the date prescribed by DSHS, a resolution to the deficiency identified in a site inspection, program review or management or financial audit to the satisfaction of DSHS or, if directed by DSHS, a corrective action plan to resolve the deficiency. A DSHS or HHSC determination of either an inadequate or inappropriate resolution of the findings may result in contract remedies or sanctions under the Breach of Contract and Remedies for Non-Compliance Article of these General Provisions.

ARTICLE X NOTICE REQUIREMENTS

Section 10.01 **Child Abuse Reporting Requirement.** This section applies to mental health and substance abuse contractors and contractors for the following public health programs: Human Immunodeficiency Virus/Sexually Transmitted Diseases (HIV/STD); Family Planning (Titles V, X and XX); Primary Health Care; Maternal and Child Health; and Women, Infants and Children (WIC)

Nutrition Services. Contractor shall make a good faith effort to comply with child abuse reporting guidelines and requirements in Tex. Fam. Code Chapter 261 relating to investigations of reports of child abuse and neglect. Contractor shall develop, implement and enforce a written policy that includes at a minimum the Department's Child Abuse Screening, Documenting, and Reporting Policy for Contractors/Providers and train all staff on reporting requirements. Contractor shall use the DSHS Child Abuse Reporting Form as required by the Department located at www.dshs.state.tx.us/childabusereporting. Contractor shall retain reporting documentation on site and make it available for inspection by DSHS.

Section 10.02 **Significant Incidents.** In addition to notifying the appropriate authorities, Contractor shall report to the contract manager assigned to the Program Attachment significant incidents involving substantial disruption of Contractor's program operation, or affecting or potentially affecting the health, safety or welfare of Department-funded clients or participants within seventy-two (72) hours of discovery.

Section 10.03 **Litigation.** Contractor shall notify the contract manager assigned to the Program Attachment of litigation related to or affecting this Contract and to which Contractor is a party within seven (7) calendar days of becoming aware of such a proceeding. This includes, but is not limited to an action, suit or proceeding before any court or governmental body, including environmental and civil rights matters, professional liability, and employee litigation. Notification must include the names of the parties, nature of the litigation and remedy sought, including amount of damages, if any.

Section 10.04 **Action Against the Contractor.** Contractor shall notify the contract manager assigned to the Program Attachment if Contractor has had a contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within three (3) working days of the suspension or termination. Such notification must include the reason for such action; the name and contact information of the local, state or federal department or agency or entity; the date of the contract; and the contract or case reference number. If Contractor, as an organization, has surrendered its license or has had its license suspended or revoked by any local, state or federal department or agency or non-profit entity, it shall disclose this information within three (3) working days of the surrender, suspension or revocation to the contract manager assigned to the Program Attachment by submitting a one-page description that includes the reason(s) for such action; the name and contact information of the local, state or federal department or agency or entity; the date of the license action; and a license or case reference number.

Section 10.05 **Insolvency.** Contractor shall notify in writing the contract manager assigned to the Program Attachment of Contractor's insolvency, incapacity, or outstanding unpaid obligations to the Internal Revenue Service (IRS) or Texas Workforce Commission (TWC) within three (3) working days of the date of determination that Contractor is insolvent or incapacitated, or the date Contractor discovered an unpaid obligation to the IRS or TWC. Contractor shall notify in writing the contract manager assigned to the Program Attachment of its plan to seek bankruptcy protection within three (3) working days of such action by Contractor's governing body.

Section 10.06 **Misuse of Funds and Performance Malfeasance.** Contractor shall report to the contract manager assigned to the Program Attachment, any knowledge of debarment, suspected fraud, program abuse, possible illegal expenditures, unlawful activity, or violation of financial laws, rules, policies, and procedures related to performance under this Contract. Contractor shall make

such report no later than three (3) working days from the date that Contractor has knowledge or reason to believe such activity has taken place. Additionally, if this Contract is federally funded by the Department of Health and Human Services (HHS), Contractor shall report any credible evidence that a principal, employee, subcontractor or agent of Contractor, or any other person, has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Contractor shall make this report to the HHS Office of Inspector General at http://www.oig.hhs.gov/fraud/hotline/ no later than three (3) working days from the date that Contractor has knowledge or reason to believe such activity has taken place.

Section 10.07 **Criminal Activity and Disciplinary Action.** Contractor affirms that no person who has an ownership or controlling interest in the organization or who is an agent or managing employee of the organization has been placed on community supervision, received deferred adjudication, is presently indicted for or has been convicted of a criminal offense related to any financial matter, federal or state program or felony sex crime. Contractor shall notify in writing the contract manager assigned to the Program Attachment if it has reason to believe Contractor, or a person with ownership or controlling interest in the organization or who is an agent or managing employee of the organization, an employee or volunteer of Contractor, or a subcontractor providing services under this Contract has engaged in any activity that would constitute a criminal offense equal to or greater than a Class A misdemeanor or if such activity would reasonably constitute grounds for disciplinary action by a state or federal regulatory authority, or has been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime. Contractor shall make the reports required by this section no later than three (3) working days from the date that Contractor has knowledge or reason to believe such activity has taken place. Contractor shall not permit any person who engaged, or was alleged to have engaged, in an activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed by DSHS.

Section 10.08 **Retaliation Prohibited.** Contractor shall not retaliate against any person who reports a violation of, or cooperates with an investigation regarding, any applicable law, rule, regulation or standard to the Department, another state agency, or any federal, state or local law enforcement official.

Section 10.09 **Documentation.** Contractor shall maintain appropriate documentation of all notices required under these General Provisions.

ARTICLE XI ASSURANCES AND CERTIFICATIONS

Section 11.01 **Certification.** Contractor certifies by execution of this Contract to the following:

a) it is not disqualified under 2 CFR §376.935 or ineligible for participation in federal or state assistance programs;
b) neither it, nor its principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in this transaction by any federal or state department or agency;

c) it has not knowingly failed to pay a single substantial debt or a number of outstanding debts to a federal or state agency;
d) it is not subject to an outstanding judgment in a suit against Contractor for collection of the balance of a debt;
e) it is in good standing with all state and/or federal agencies that have a contracting or regulatory relationship with Contractor;
f) that no person who has an ownership or controlling interest in Contractor or who is an agent or managing employee of Contractor has been convicted of a criminal offense related to involvement in any program established under Medicare, Medicaid, or a federal block grant;
g) neither it, nor its principals have within the three(3)-year period preceding this Contract, has been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a private or public (federal, state or local) transaction or contract under a private or public transaction, violation of federal or state antitrust statutes (including those proscribing price-fixing between competitors, allocation of customers between competitors and bid-rigging), or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or false claims, tax evasion, obstruction of justice, receiving stolen property or any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility of Contactor or its principals;
h) neither it, nor its principals is presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with the commission of any of the offenses enumerated in subsection g) of this section; and
i) neither it, nor its principals within a three(3)-year period preceding this Contract has had one or more public transaction (federal, state or local) terminated for cause or default.

Contractor shall include the certifications in this Article, without modification (except as required to make applicable to the subcontractor), in all subcontracts and solicitations for subcontracts. Where Contractor is unable to certify to any of the statements in this Article, Contractor shall submit an explanation to the contract manager assigned to the Program Attachment. If Contractor's status with respect to the items certified in this Article changes during the term of this Contract, Contractor shall immediately notify the contract manager assigned to the Program Attachment.

Section 11.02 **Child Support Delinquencies.** As required by Tex. Fam. Code § 231.006, a child support obligor who is more than thirty (30) calendar days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from state funds under a contract to provide property, materials, or services or receive a state-funded grant or loan. If applicable, Contractor shall maintain its eligibility to receive payments under this Contract, certifies that it is not ineligible to receive the payments specified in this Contract, and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

Section 11.03 **Authorization.** Contractor certifies that it possesses legal authority to contract for the services described in this Contract and that a resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the binding of the organization under this Contract including all understandings and assurances contained in this Contract, and directing and authorizing the person identified as the authorized representative of Contractor to act in connection with this Contract and to provide such additional information as may be required.

Section 11.04 **Gifts and Benefits Prohibited.** Contractor certifies that it has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, present or future employment, gift, loan, gratuity, special discount, trip, favor, service or anything of monetary value to a DSHS or HHSC official or employee in connection with this Contract.

Section 11.05 **Ineligibility to Receive the Contract.** (a) Pursuant to Tex. Gov. Code § 2155.004 and federal law, Contractor is ineligible to receive this Contract if this Contract includes financial participation by a person who received compensation from DSHS to participate in developing, drafting or preparing the specifications, requirements, statement(s) of work or Solicitation Document on which this Contract is based. Contractor certifies that neither Contractor, nor its employees, nor anyone acting for Contractor has received compensation from DSHS for participation in the development, drafting or preparation of specifications, requirements or statement(s) of work for this Contract or in the Solicitation Document on which this Contract is based; (b) pursuant to Tex. Gov. Code §§ 2155.006 and 2261.053, Contractor is ineligible to receive this Contract, if Contractor or any person who would have financial participation in this Contract has been convicted of violating federal law, or been assessed a federal civil or administrative penalty, in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricanes Rita or Katrina or any other disaster occurring after September 24, 2005; (c) Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract under Tex. Gov. Code §§ 2155.004, 2155.006 or 2261.053, and acknowledges that this Contract may be terminated and payment withheld if these certifications are inaccurate.

Section 11.06 **Antitrust.** Pursuant to 15 USC § 1, et seq. and Tex. Bus. & Comm. Code § 15.01, et seq. Contractor certifies that neither Contractor, nor anyone acting for Contractor has violated the antitrust laws of this state or federal antitrust laws, nor communicated directly or indirectly regarding a bid with any competitor or any other person engaged in Contractor's line of business for the purpose of substantially lessening competition in such line of business.

Section 11.07 **Initiation and Completion of Work.** Contractor certifies that it shall initiate and complete the work under this Contract within the applicable time frame prescribed in this Contract.

ARTICLE XII GENERAL BUSINESS OPERATIONS OF CONTRACTOR

Section 12.01 **Responsibilities and Restrictions Concerning Governing Body, Officers and Employees.** Contractor and its governing body shall bear full responsibility for the integrity of the fiscal and programmatic management of the organization. This provision applies to all organizations, including Section 501(c)(3) organizations as defined in the Internal Revenue Service Code as not-for-

profit organizations. Each member of Contractor's governing body shall be accountable for all funds and materials received from Department. The responsibility of Contractor's governing body shall also include accountability for compliance with Department Rules, policies, procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and Department's monitoring processes. Further, Contractor's governing body shall ensure separation of powers, duties, and functions of governing body members and staff. Staff members, including the executive director, shall not serve as voting members of Contractor's governing body. No member of Contractor's governing body, or officer or employee of Contractor shall vote for, confirm or act to influence the employment, compensation or change in status of any person related within the second degree of affinity or the third degree of consanguinity (as defined in Tex. Gov. Code Chapter 573) to the member of the governing body or the officer or any employee authorized to employ or supervise such person. This prohibition does not prohibit the continued employment of a person who has been continuously employed for a period of two (2) years prior to the election, appointment or employment of the officer, employee, or governing body member related to such person in the prohibited degree. These restrictions also apply to the governing body, officers and employees of Contractor's subcontractors. Ignorance of any Contract provisions or other requirements contained or referred to in this Contract will not constitute a defense or basis for waiving or appealing such provisions or requirements.

Section 12.02 **Management and Control Systems.** Contractor shall comply with all the requirements of the Department's Contractor's Financial Procedures Manual, and any of its subsequent amendments, which is available at the Department's web site: http://www.dshs.state.tx.us/contracts/cfpm.shtm. Contractor shall maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications are met. Contractor shall develop, implement, and maintain financial management and control systems that meet or exceed the requirements of UGMS and adhere to procedures detailed in Department's Contractor's Financial Procedures Manual. Those requirements and procedures include, at a minimum, the following:

a) financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs;
b) financial management systems that include accurate accounting records that are accessible and identify the source and application of funds provided under each Program Attachment of this Contract, and original source documentation substantiating that costs are specifically and solely allocable to the Program Attachment and are traceable from the transaction to the general ledger; and
c) effective internal and budgetary controls; comparison of actual costs to budget; determination of reasonableness, allowableness, and allocability of costs; timely and appropriate audits and resolution of any findings; billing and collection policies; and a mechanism capable of billing and making reasonable efforts to collect from clients and third parties.

Section 12.03 **Insurance.** Contractor shall maintain insurance or other means of repairing or replacing assets purchased with Department funds. Contractor shall repair or replace with comparable equipment any such equipment not covered by insurance that is lost, stolen, damaged or destroyed. If any insured equipment purchased with DSHS funds is lost, stolen, damaged or destroyed, Contractor shall notify the contract manager assigned to the Program Attachment to obtain instructions whether to submit and pursue an insurance claim. Contractor shall use any insurance

proceeds to repair the equipment or replace the equipment with comparable equipment or remit the insurance proceeds to DSHS.

Section 12.04 **Fidelity Bond**. For the benefit of DSHS, Contractor is required to carry a fidelity bond or insurance coverage equal to the amount of funding provided under this Contract up to $100,000 that covers each employee of Contractor handling funds under this Contract, including person(s) authorizing payment of such funds. The fidelity bond or insurance must provide for indemnification of losses occasioned by (1) any fraudulent or dishonest act or acts committed by any of Contractor's employees, either individually or in concert with others, and/or (2) failure of Contractor or any of its employees to perform faithfully his/her duties or to account properly for all monies and property received by virtue of his/her position or employment. The bond or insurance acquired under this section must include coverage for third party property and include DSHS as a loss payee or equivalent designation. Contractor shall notify, and obtain prior approval from, the DSHS Contract Oversight and Support Section before settling a claim on the fidelity bond or insurance.

Section 12.05 **Liability Coverage.** For the benefit of DSHS, Contractor shall also maintain liability insurance coverage, referred to in Tex. Gov. Code § 2261.102, as "director and officer liability coverage" or similar coverage for all persons in management or governing positions within Contractor's organization or with management or governing authority over Contractor's organization (collectively "responsible persons"). Contractor shall ensure that the policy includes Property of Others coverage with respect to funds and other property of the State related to this Contract, and includes DSHS as a loss payee on the policy. Contractor shall maintain copies of liability policies on site for inspection by DSHS and shall submit copies of policies to DSHS upon request. This section applies to entities that are organized as non-profit corporations under the Texas Non-Profit Corporation Act; for-profit corporations organized under the Texas Business Corporations Act; and any other legal entity. Contractor shall maintain liability insurance coverage in an amount not less than the total value of this Contract and that is sufficient to protect the interests of Department in the event an actionable act or omission by a responsible person damages Department's interests. Contractor shall notify, and obtain prior approval from, the DSHS Contract Oversight and Support Section before settling a claim on the insurance.

Section 12.06 **Overtime Compensation.** Except as provided in this section, Contractor shall not use any of the funds provided by this Contract to pay the premium portion of overtime. Contractor shall be responsible for any obligations of premium overtime pay due employees. Premium overtime pay is defined as any compensation paid to an individual in addition to the employee's normal rate of pay for hours worked in excess of normal working hours. Funds provided under this Contract may be used to pay the premium portion of overtime only under the following conditions: 1) with the prior written approval of DSHS; 2) temporarily, in the case of an emergency or an occasional operational bottleneck; 3) when employees are performing indirect functions, such as administration, maintenance, or accounting; 4) in performance of tests, laboratory procedures, or similar operations that are continuous in nature and cannot reasonably be interrupted or otherwise completed; or 5) when lower overall cost to DSHS will result.

Section 12.07 **Program Site.** Contractor shall provide services only in locations that are in compliance with all applicable local, state and federal zoning, building, health, fire, and safety standards.

Section 12.08 **Cost Allocation Plan.** Contractor shall submit a Cost Allocation Plan in the format provided in the Department's Contractor's Financial Procedures Manual to the Department's Contract Oversight and Support Section, at Mail Code 1326, P.O. Box 149347, Austin, Texas 78714-9347, or by email to mailto:coscap@dshs.state.tx.us no later than the 60th calendar day after the effective date of the Contract, except when a Contractor has a current Cost Allocation Plan on file with the Department. Contractor shall implement and follow the applicable Cost Allocation Plan. If Contractor's plan is the same as in the previous year, by signing this Contract, Contractor certifies that its current Cost Allocation Plan for the current year is the same as that submitted to DSHS for the previous year. If the Cost Allocation Plan changes during the Contract term, Contractor shall submit a new Cost Allocation Plan to the Contract Oversight and Support Section within thirty (30) calendar days after the effective date of the change. Cost Allocation Plans must comply with the guidelines provided in the Department's Contractor's Financial Procedures Manual located at http://www.dshs.state.tx.us/contracts/cfpm.shtm.

Section 12.09 **Employee/Volunteer Background Screening**. Contractor shall comply with employee/volunteer background screening standards established by the Department.

Section 12.10 **Historically Underutilized Businesses (HUBs).** If Contractor was not required to submit a HUB subcontracting plan and if subcontracting is permitted under this Program Attachment, Contractor is encouraged to make a good faith effort to consider subcontracting with HUBs in accordance with Tex. Gov. Code Chapter 2161 and 34 Tex. Admin. Code § 20.14 et seq. Contractors may obtain a list of HUBs at http://www.window.state.tx.us/procurement/prog/hub. If Contractor has filed a HUB subcontracting plan, the plan is incorporated by reference in this Contract. If Contractor desires to make a change in the plan, Contractor must obtain prior approval from the Department's HUB Coordinator of the revised plan before proposed changes will be effective under this Contract. Contractor shall make a good faith effort to subcontract with HUBs during the performance of this Contract and shall report HUB subcontract activity to the Department's HUB Coordinator by the 15th day of each month for the prior month's activity, if there was any such activity, in accordance with 34 Tex. Admin. Code § 20.16(c).

Section 12.11 **Buy Texas.** Contractor shall purchase products and materials produced in Texas when the products and materials are available at a price and time comparable to products and materials produced outside of Texas as required by Tex. Gov. Code § 2155.4441.

Section 12.12 **Contracts with Subrecipient and Vendor Subcontractors.** Contractor may enter into contracts with subrecipient subcontractors unless restricted or otherwise prohibited in a specific Program Attachment(s). Prior to entering into a subrecipient agreement equaling or exceeding $100,000, Contractor shall obtain written approval from DSHS. Contractor shall establish written polices and procedures for procurement and monitoring of subcontracts and shall produce a subcontracting monitoring plan. Contractor shall monitor subrecipient subcontractors for both financial and programmatic performance and shall maintain pertinent records that must be available for inspection by DSHS. Contractor shall ensure that subcontractors are fully aware of the requirements placed upon them by state/federal statutes, rules, and regulations and by the provisions of this Contract.

Contracts with all subcontractors, whether vendor or subrecipient, must be in writing and include the following:

a) name and address of all parties and the subcontractor's Vendor Identification Number (VIN);
b) a detailed description of the services to be provided;
c) measurable method and rate of payment and total not-to-exceed amount of the contract;
d) clearly defined and executable termination clause; and
e) beginning and ending dates that coincide with the dates of the applicable Program Attachment(s) or that cover a term within the beginning and ending dates of the applicable Program Attachment(s).

Contractor is responsible to DSHS for the performance of any subcontractor. Contractor shall not contract with a subcontractor, at any tier, that is debarred, suspended, or excluded from or ineligible for participation in federal assistance programs; or if the subcontractor would be ineligible under the following sections of these General Provisions: Ineligibility to Receive the Contract section (Assurances and Certifications Article); or the Conflict of Interest or Transactions Between Related Parties sections (General Terms Article).

Section 12.13 **Status of Subcontractors.** Contractor shall require all subcontractors to certify that they are not delinquent on any repayment agreements; have not had a required license or certification revoked; and have not had a contract terminated by the Department. Contractors shall further require that subcontractors certify that they have not voluntarily surrendered within the past three (3) years any license issued by the Department.

Section 12.14 **Incorporation of Terms in Subrecipient Subcontracts.** Contractor shall include in all its contracts with subrecipient subcontractors and solicitations for subrecipient subcontracts, without modification (except as required to make applicable to the subcontractor), (1) the certifications stated in the Assurances and Certifications Article; (2) the requirements in the Conflicts of Interest section and the Transaction Between Related Parties section of the General Terms Article; and (3) a provision granting to DSHS, SAO, OIG, and the Comptroller General of the United States, and any of their representatives, the right of access to inspect the work and the premises on which any work is performed, and the right to audit the subcontractor in accordance with the Access and Inspection Article in these General Provisions. Each subrecipient subcontract contract must also include a copy of these General Provisions and a copy of the Statement of Work and any other provisions in the Program Attachment(s) applicable to the subcontract. Contractor shall ensure that all written agreements with subrecipient subcontractors incorporate the terms of this Contract so that all terms, conditions, provisions, requirements, duties and liabilities under this Contract applicable to the services provided or activities conducted by a subcontractor are passed down to that subcontractor. No provision of this Contract creates privity of contract between DSHS and any subcontractor of Contractor.

Section 12.15 **Independent Contractor.** Contractor is an independent contractor. Contractor shall direct and be responsible for the performance of its employees, subcontractors, joint venture participants or agents. Contractor is not an agent or employee of the Department or the State of Texas for any purpose whatsoever. For purposes of this Contract, Contractor acknowledges that its employees, subcontractors, joint venture participants or agents will not be eligible for unemployment compensation from the Department or the State of Texas.

Section 12.16 **Authority to Bind.** The person or persons signing this Contract on behalf of Contractor, or representing themselves as signing this Contract on behalf of Contractor, warrant and

guarantee that they have been duly authorized by Contractor to execute this Contract for Contractor and to validly and legally bind Contractor to all of its terms.

Section 12.17 **Tax Liability.** Contractor shall comply with all state and federal tax laws and is solely responsible for filing all required state and federal tax forms and making all tax payments. If the Department discovers that Contractor has failed to remain current on a liability to the IRS, this Contract will be subject to remedies and sanctions under this Contract, including immediate termination at the Department's discretion. If the Contract is terminated under this section, the Department will not enter into a contract with Contractor for three (3) years from the date of termination.

Section 12.18 **Notice of Organizational Change.** Contractor shall submit written notice to the contract manager assigned to the Program Attachment within ten (10) business days of any change to the Contractor's name; contact information; key personnel, officer, director or partner; organizational structure, such as merger, acquisition or change in form of business; legal standing; or authority to do business in Texas. A change in Contractor's name and certain changes in organizational structure require an amendment to this Contract in accordance with the Amendments section of these General Provisions.

Section 12.19 **Quality Management.** Contractor shall comply with quality management requirements as directed by the Department.

Section 12.20 **Equipment (Including Controlled Assets) Purchases.** Equipment means an article of nonexpendable, tangible personal property having a useful lifetime of more than one year and an acquisition cost of $5,000 or more, and "controlled assets." Controlled assets include firearms regardless of the acquisition cost, and the following assets with an acquisition cost of $500 or more: desktop and laptop computers, non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Contractors on a cost reimbursement payment method shall inventory all equipment. If the purchase of equipment is approved in writing by the Department, Contractor shall initiate the purchase of that equipment in the first quarter of the Contract or Program Attachment term, as applicable. Failure to timely initiate the purchase of equipment may result in loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter of the Program Attachment must be submitted to the contract manager assigned to the Program Attachment.

Section 12.21 **Supplies.** Supplies are defined as consumable items necessary to carry out the services under this Contract including medical supplies, drugs, janitorial supplies, office supplies, patient educational supplies, software, and any items of tangible personal property other than those defined as equipment above.

Section 12.22 **Changes to Equipment List.** All items of equipment purchased with funds under this Contract must be itemized in Contractor's equipment list as finally approved by the Department in the executed Contract. Any changes to the approved equipment list in the executed Contract must be approved in writing by Department prior to the purchase of equipment. Contractor shall submit to the contract manager assigned to the Program Attachment, a written description including complete product specifications and need justification prior to purchasing any item of unapproved equipment.

If approved, Department will acknowledge its approval by means of a written amendment or by written acceptance of Contractor's Contract Revision Request, as appropriate.

Section 12.23 **Property Inventory and Protection of Assets.** Contractor shall maintain an inventory of equipment and property described in the Other Intangible Property section of Article XIII and submit an annual cumulative report of the equipment and other property on Form GC-11 (Contractor's Property Inventory Report) to the Department's Contract Oversight and Support Section, Mail Code 1326, P.O. Box 149347, Austin, Texas 78714-9347, no later than October 15th of each year. The report is located on the DSHS website at http://www.dshs.state.tx.us/contracts/forms.shtm. Contractor shall maintain, repair, and protect assets under this Contract to assure their full availability and usefulness. If Contractor is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided or obtained under this Contract, Contractor shall use the proceeds to repair or replace those assets.

Section 12.24 **Bankruptcy.** In the event of bankruptcy, Contractor shall sever Department property, equipment, and supplies in possession of Contractor from the bankruptcy, and title must revert to Department. If directed by DSHS, Contractor shall return all such property, equipment and supplies to DSHS. Contractor shall ensure that its subcontracts, if any, contain a specific provision requiring that in the event the subcontractor's bankruptcy, the subcontractor must sever Department property, equipment, and supplies in possession of the subcontractor from the bankruptcy, and title must revert to Department, who may require that the property, equipment and supplies be returned to DSHS.

Section 12.25 **Title to Property.** At the conclusion of the contractual relationship between the Department and Contractor, for any reason, title to any remaining equipment and supplies purchased with funds under this Contract reverts to Department. Title may be transferred to any other party designated by Department. The Department may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Contractor.

Section 12.26 **Property Acquisitions.** Department funds must not be used to purchase buildings or real property. Any costs related to the initial acquisition of the buildings or real property are not allowable.

Section 12.27 **Disposition of Property.** Contractor shall follow the procedures in the American Hospital Association's (AHA's) "Estimated Useful Lives of Depreciable Hospital Assets" in disposing, at any time during or after the Contract term, of equipment purchased with the Department funds, except when federal or state statutory requirements supersede or when the equipment requires licensure or registration by the state, or when the acquisition price of the equipment is equal to or greater than $5,000. All other equipment not listed in the AHA reference (other than equipment that requires licensure or registration or that has an acquisition cost equal to or greater than $5,000) will be controlled by the requirements of UGMS. If, prior to the end of the useful life, any item of equipment is no longer needed to perform services under this Contract, or becomes inoperable, or if the equipment requires licensure or registration or had an acquisition price equal to or greater than $5,000, Contractor shall request disposition approval and instructions in writing from the contract manager assigned to the Program Attachment. After an item reaches the end of its useful life, Contractor shall ensure that disposition of any equipment is in accordance with Generally Accepted Accounting Principles, and any applicable federal guidance.

Section 12.28 **Closeout of Equipment.** At the end of the term of a Program Attachment that has no additional renewals or that will not be renewed (Closeout) or when a Program Attachment is otherwise terminated, Contractor shall submit to the contract manager assigned to the Program Attachment, an inventory of equipment purchased with Department funds and request disposition instructions for such equipment. All equipment purchased with Department funds must be secured by Contractor at the time of Closeout or termination of the Program Attachment and must be disposed of according to the Department's disposition instructions, which may include return of the equipment to DSHS or transfer of possession to another DSHS contractor, at Contractor's expense.

Section 12.29 **Assets as Collateral Prohibited.** Contractors on a cost reimbursement payment method shall not encumber equipment purchased with Department funds without prior written approval from the Department.

ARTICLE XIII GENERAL TERMS

Section 13.01 **Assignment.** Contractor shall not transfer, assign, or sell its interest, in whole or in part, in this Contract, or in any equipment purchased with funds from this Contract, without the prior written consent of the Department.

Section 13.02 **Lobbying.** Contractor shall comply with Tex. Gov. Code § 556.0055, which prohibits contractors who receive state funds from using those funds to pay lobbying expenses. Further, Contractor shall not use funds paid under this Contract, either directly or indirectly, to support the enactment, repeal, modification, or adoption of any law, regulation or policy at any level of government, or to pay the salary or expenses of any person related to any activity designed to influence legislation, regulation, policy or appropriations pending before Congress or the state legislature, or for influencing or attempting to influence an officer or employee of any federal or state agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any contract or the extension, continuation, renewal, amendment, or modification of any contract (31 USC § 1352 and UGMS). If at any time this Contract exceeds $100,000 of federal funds, Contractor shall file with the contract manager assigned to the Program Attachment a declaration containing the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of Contractor in connection with this Contract, a certification that none of the funds provided by Department have been or will be used for payment to lobbyists, and disclosure of the names of any and all registered lobbyists with whom Contractor has an agreement. Contractor shall file the declaration, certification, and disclosure at the time of application for this Contract; upon execution of this Contract unless Contractor previously filed a declaration, certification, or disclosure form in connection with the award; and at the end of each calendar quarter in which any event occurs that materially affects the accuracy of the information contained in any declaration, certification, or disclosure previously filed. Contractor shall require any person who requests or receives a subcontract to file the same declaration, certification, and disclosure with the contract manager assigned to the Program Attachment. Contractor shall also comply, as applicable, with the lobbying restrictions and requirements in OMB Circulars A-122 Attachment B paragraph 25; A-87 Attachment B section 27; A-110 section__.27 and A-21 paragraphs 17 and 28. Contractor shall include this provision in any subcontracts.

Section 13.03 **Conflict of Interest.** Contractor represents to the Department that it and its subcontractors, if any, do not have nor shall Contractor or its subcontractors knowingly acquire or retain, any financial or other interest that would conflict in any manner with the performance of their obligations under this Contract. Potential conflicts of interest include, but are not limited to, an existing or potential business or personal relationship between Contractor (or subcontractor), its principal (or a member of the principal's immediate family), or any affiliate or subcontractor and the Department or HHSC, their commissioners or employees, or any other entity or person involved in any way in any project that is the subject of this Contract. Contractor shall establish safeguards to prohibit employees and subcontractors and their employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. If, at any time during the term of this Contract, Contractor or any of its subcontractors has a conflict of interest or potential conflict of interest, Contractor shall disclose the actual or potential conflict of interest to the contract manager assigned to the Program Attachment within ten (10) days of when Contractor becomes aware of the existence of the actual or potential conflict of interest. Contractor shall require each of its subcontractors to report to Contractor any conflict of interest or potential conflict of interest the subcontractor has or may have within ten (10) days of when the subcontractor becomes aware of the actual or potential conflict of interest.

Section 13.04 **Transactions Between Related Parties.** Contractor shall identify and report to DSHS any transactions between Contractor and a related party that is part of the work that the Department is purchasing under this Contract before entering into the transaction or immediately upon discovery. Contractor shall submit to the contract manager assigned to the Program Attachment the name, address and telephone number of the related party, how the party is related to Contractor and the work the related party will perform under this Contract. A related party is a person or entity related to Contractor by blood or marriage, common ownership or any association that permits either to significantly influence or direct the actions or policies of the other. Contractor, for purposes of reporting transactions between related parties, includes the entity contracting with the Department under this Contract as well as the chief executive officer, chief financial officer and program director of Contractor. Contractor shall comply with Tex. Gov. Code Chapter 573. Contractor shall maintain records and supply any additional information requested by the Department, regarding a transaction between related parties, needed to enable the Department to determine the appropriateness of the transaction pursuant to applicable state or federal law, regulations or circulars, which may include 45 CFR part 74, OMB Circ. No. A-110, 2 CFR § 215.42, and UGMS.

Section 13.05 **Intellectual Property.** Tex. Health & Safety Code § 12.020 authorizes DSHS to protect intellectual property developed as a result of this Contract.

a) "Intellectual property" means created property that may be protected under copyright, patent, or trademark/service mark law.
b) For purposes of this Contract intellectual property prepared for DSHS use, or a work specially ordered or commissioned through a contract for DSHS use is "work made for hire." DSHS owns works made for hire unless it agrees otherwise by contract. To the extent that title and interest to any such work may not, by operation of law, vest in DSHS, or such work may not be considered a work made for hire, Contractor irrevocably assigns the rights, title and interest therein to DSHS. DSHS has the right to obtain and hold in its name any and all patents, copyrights, registrations or other such protections as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor shall give DSHS and the State of Texas, as well as any person designated by DSHS and the State of Texas, all assistance

required to perfect the rights defined herein without charge or expense beyond those amounts payable to Contractor for goods provided or services rendered under this Contract.

c) If federal funds are used to finance activities supported by this Contract that result in the production of intellectual property, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes (1) the copyright in any intellectual property developed under this Contract, including any subcontract; and (2) any rights of copyright to which a Contractor purchases ownership with contract funds. Contractor shall place an acknowledgment of federal awarding agency grant support and a disclaimer, as appropriate, on any publication written or published with such support and, if feasible, on any publication reporting the results of or describing a grant-supported activity. An acknowledgment must be to the effect that "This publication was made possible by grant number _____ from (federal awarding agency)" or "The project described was supported by grant number _____ from (federal awarding agency)" and "Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the (federal awarding agency)."

d) If the terms of a federal grant award the copyright to Contractor, DSHS reserves a royalty-free, nonexclusive, worldwide and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for DSHS, public health, and state governmental noncommercial purposes (1) the copyright, trademark, service mark, and/or patent on an invention, discovery, or improvement to any process, machine, manufacture, or composition of matter; products; technology; scientific information; trade secrets; and computer software, in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (2) any rights of copyright, service or trade marks or patents to which a grantee, subgrantee or a Contractor purchases ownership with contract funds.

e) If the results of the contract performance are subject to copyright law, Contractor cannot publish those results without prior review and approval of DSHS. Contractor shall submit requests for review and approval to the contract manager assigned to the Program Attachment.

Section 13.06 **Other Intangible Property.** At the conclusion of the contractual relationship between Department and Contractor, for any reason, Department shall have the sole ownership rights and interest in all non-copyrightable intangible property that was developed, produced or obtained by Contractor as a specific requirement under this Contract or under any grant that funds this Contract, such as domain names, URLs, etc. Contractor shall inventory all such non-copyrightable intangible property. Contractor shall cooperate with Department and perform all actions necessary to transfer ownership of such property to the Department or its designee, or otherwise affirm Department's ownership rights and interest in such property. This provision will survive the termination or expiration of this Contract.

Section 13.07 **Severability and Ambiguity.** If any provision of this Contract is construed to be illegal or invalid, the illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions will continue. The Parties represent and agree that the language contained in this Contract is to be construed as jointly drafted, proposed and accepted.

Section 13.08 **Legal Notice.** Any notice required or permitted to be given by the provisions of this Contract will be deemed to have been received by a Party on the third business day after the date on

which it was mailed to the Party at the address specified by the Party to the other Party in writing or, if sent by certified mail, on the date of receipt.

Section 13.09 **Successors.** This Contract will be binding upon the Parties and their successors and assignees, except as expressly provided in this Contract.

Section 13.10 **Headings.** The articles and section headings used in this Contract are for convenience of reference only and will not be construed in any way to define, limit or describe the scope or intent of any provisions.

Section 13.11 **Parties.** The Parties represent to each other that they are entities fully familiar with transactions of the kind reflected by the contract documents, and are capable of understanding the terminology and meaning of their terms and conditions and of obtaining independent legal advice pertaining to this Contract.

Section 13.12 **Survivability of Terms.** Termination or expiration of this Contract or a Program Attachment for any reason will not release either Party from any liabilities or obligations in this Contract that (a) the Parties have expressly agreed will survive any such termination or expiration, or (b) remain to be performed or (c) by their nature would be intended to be applicable following any such termination or expiration.

Section 13.13 **Direct Operation.** At the Department's discretion, the Department may temporarily assume operations of a Contractor's program or programs funded under this Contract when the continued operation of the program by Contractor puts at risk the health or safety of clients and/or participants served by Contractor.

Section 13.14 **Customer Service Information.** If requested, Contractor shall supply such information as required by the Department to comply with the provisions of Tex. Gov. Code Chapter 2114 regarding Customer Service surveys.

Section 13.15 **Amendment.** The Parties agree that the Department may unilaterally reduce funds pursuant to the terms of this Contract without the written agreement of Contractor. All other amendments to this Contract must be in writing and agreed to by both Parties, except as otherwise specified in the Contractor's Notification of Change to Certain Contract Provisions section or the Contractor's Request for Revision to Certain Contract Provisions section of this Article. Contractor's request for certain budget revisions or other amendments must be submitted in writing, including a justification for the request, to the contract manager assigned to the Program Attachment; and if a budget revision or amendment is requested during the last quarter of the Contract or Program Attachment term, as applicable, Contractor's written justification must include a reason for the delay in making the request. Revision or other amendment requests may be granted at the discretion of DSHS. Except as otherwise provided in this Article, Contractor shall not perform or produce, and DSHS will not pay for the performance or production of, different or additional goods, services, work or products except pursuant to an amendment of this Contract that is executed in compliance with this section; and DSHS will not waive any term, covenant, or condition of this Contract unless by amendment or otherwise in compliance with this Article.

Section 13.16 **Contractor's Notification of Change to Certain Contract Provisions.** The following changes may be made to this Contract without a written amendment or the Department's prior approval:

a) contractor's contact person and contact information;
b) contact information for key personnel, as stated in Contractor's response to the Solicitation Document, if any;
c) cumulative budget line item transfers that exceed 10% among direct cost categories, other than the equipment category, of cost reimbursement contract Program Attachments of less than $100,000, provided that the total budget amount is unchanged;
d) minor corrections or clarifications to the Contract language that in no way alter the scope of work, objectives or performance measures;
e) a change in Contractor's share of the budget concerning non-DSHS funding other than program income and match, regardless of the amount of the change, provided that in changing the budget, Contractor is not supplanting DSHS funds; and
f) a change to remove community sites, independent school districts or schools, in substance abuse Program Attachments in accordance with an Implementation Plan that must be submitted along with the notification of the change to the contract manager assigned to the Program Attachment.

Contractor within ten (10) calendar days shall notify in writing the contract manager assigned to the Program Attachment of any change enumerated in this section. The notification may be by letter, fax or email. Cumulative budget line item transfers of 10% or less among direct cost categories, other than equipment, of cost reimbursement contracts of any amount do not require written amendment or prior approval or notification.

Section 13.17 **Contractor's Request for Revision of Certain Contract Provisions.** A Contractor's Revision Request is an alternative method for amending certain specified provisions of this Contract that is initiated by Contractor, but must be approved by DSHS. The following amendments to this Contract may be made through a Contractor's Revision Request, rather than through the amendment process described in the Amendment section of this Article:

a) cumulative budget line item transfers among direct cost categories, other than the equipment category, that exceed 10% of Program Attachments of $100,000 or more, provided that the total budget amount is unchanged;
b) line item transfer to other categories of funds for direct payment to trainees for training allowances;
c) change in clinic hours or location;
d) change in the equipment list substituting an item of equipment equivalent to an item of equipment on the approved budget;
e) changes in the equipment category of a previously approved equipment budget (other than acquisition of additional equipment, which requires an amendment to this Contract); and
f) changes specified in applicable OMB Circular cost principles as requiring prior approval, regardless of dollar threshold (e.g., foreign travel expenses, overtime premiums, membership fees); and
g) changes to add community sites, independent school districts or schools, in substance abuse Program Attachments.

In order to request a revision of any of the enumerated provisions, Contractor shall obtain a Contract Revision Request form from the DSHS website available at

http://www.dshs.state.tx.us/grants/forms.shtm, and complete the form as directed by the Department. Two copies of the completed form must be signed by Contractor's representative who is authorized to sign contracts on behalf of Contractor, and both original, signed forms must be submitted to the contract manager assigned to the Program Attachment. Any approved revision will not be effective unless signed by the DSHS Director of the Client Services Contracting Unit. A separate Contractor Revision Request is required for each Program Attachment to be revised. Circumstances of a requested contract revision may indicate the need for an amendment described in the Amendment section of this Article rather than a contract revision amendment under this section.

Section 13.18 **Immunity Not Waived.** THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY DEPARTMENT OR THE STATE OF TEXAS OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT DEPARTMENT OR THE STATE OF TEXAS MAY HAVE BY OPERATION OF LAW.

Section 13.19 **Hold Harmless and Indemnification.** Contractor, as an independent contractor, agrees to hold Department, the State of Texas, individual state employees and officers, and the federal government harmless and to indemnify them from any and all liability, suits, claims, losses, damages and judgments; and to pay all costs, fees, and damages to the extent that such costs, fees, and damages arise from performance or nonperformance of Contractor, its employees, subcontractors, joint venture participants or agents under this Contract.

Section 13.20 **Waiver.** Acceptance by either Party of partial performance or failure to complain of any action, non-action or default under this Contract will not constitute a waiver of either Party's rights under this Contract.

Section 13.21 **Electronic and Information Resources Accessibility and Security Standards.** As required by 1 Tex. Admin. Code Chapter 213, as a state agency, DSHS must procure products that comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 Tex. Admin. Code Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. If performance under this Contract includes the development, modification or maintenance of a website or other electronic and information resources for DSHS or for the public on behalf of DSHS, Contractor shall provide the Department of Information Resources (DIR) with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (http://www.buyaccessible.gov). Contractors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at http://www.section508.gov/. Contractor certifies that any network hardware or software purchased or provided under this Contract has undergone independent certification testing for known and relevant vulnerabilities, in accordance with rules adopted by DIR.

Section 13.22 **Force Majeure.** Neither Party will be liable for any failure or delay in performing all or some of its obligations, as applicable, under this Contract if such failure or delay is due to any cause beyond the reasonable control of such Party, including, but not limited to, extraordinarily severe weather, strikes, natural disasters, fire, civil disturbance, epidemic, war, court order, or acts of God. The existence of any such cause of delay or failure will extend the period of performance in the exercise of reasonable diligence until after the cause of the delay or failure has been removed and, if applicable, for any reasonable period of time thereafter required to resume performance. A Party, within a period of time reasonable under the circumstances, must inform the other by any reasonable method (phone, email, etc.) and, as soon as practicable, must submit written notice with proof of receipt, of the existence of a force majeure event or otherwise waive the right as a defense to non-performance.

Section 13.23 **Interim Contracts.** The Parties agree that the Contract and/or any of its Program Attachments will automatically continue as an "Interim Contract" beyond the expiration date of the term of the Contract or Program Attachment(s), as applicable, under the following circumstances: (1) on or shortly prior to the expiration date of the Contract or Program Attachment, there is a state of disaster declared by the Governor that affects the ability or resources of the DSHS contract or program staff managing the Contract to complete in a timely manner the extension, renewal, or other standard contract process for the Contract or Program Attachment; and (2) DSHS makes the determination in its sole discretion that an Interim Contract is appropriate under the circumstances. DSHS will notify Contractor promptly in writing if such a determination is made. The notice will specify whether DSHS is extending the Contract or Program Attachment for additional time for Contractor to perform or complete the previously contracted goods and services (with no new or additional funding) or is purchasing additional goods and services as described in the Program Attachment for the term of the Interim Contract, or both. The notice will include billing instructions and detailed information on how DSHS will fund the goods or services to be procured during the Interim Contract term. The Interim Contract will terminate thirty (30) days after the disaster declaration is terminated unless the Parties agree to a shorter period of time.

ARTICLE XIV BREACH OF CONTRACT AND REMEDIES FOR NON-COMPLIANCE

Section 14.01 **Actions Constituting Breach of Contract.** Actions or inactions that constitute breach of contract include, but are not limited to, the following:

a) failure to properly provide the services and/or goods purchased under this Contract;
b) failure to comply with any provision of this Contract, including failure to comply with all applicable statutes, rules or regulations;
c) failure to pay refunds or penalties owed to the Department;
d) failure to comply with a repayment agreement with the Department or agreed order issued by the Department;
e) failure by Contractor to provide a full accounting of funds expended under this Contract;
f) discovery of a material misrepresentation in any aspect of Contractor's application or response to the Solicitation Document;
g) any misrepresentation in the assurances and certifications in Contractor's application or response to the Solicitation Document or in this Contract; or
h) Contractor is on or is added to the Excluded Parties List System (EPLS).

Section 14.02 **General Remedies and Sanctions.** The Department will monitor Contractor for both programmatic and financial compliance. The remedies and sanctions in this section are available to the Department against Contractor and any entity that subcontracts with Contractor for provision of services or goods. HHSC OIG may investigate, audit and impose or recommend imposition of remedies or sanctions to Department for any breach of this Contract and may monitor Contractor for financial compliance. The Department may impose one or more remedies or sanctions for each item of noncompliance and will determine remedies or sanctions on a case-by-case basis. Contractor is responsible for complying with all of the terms of this Contract. The listing of or use of one or more of the remedies or sanctions in this section does not relieve Contractor of any obligations under this Contract. A state or federal statute, rule or regulation, or federal guideline will prevail over the provisions of this Article unless the statute, rule, regulation, or guideline can be read together with the provision(s) of this Article to give effect to both. If Contractor breaches this Contract by failing to comply with one or more of the terms of this Contract, including but not limited to compliance with applicable statutes, rules or regulations, the Department may take one or more of the following actions:

a) terminate this Contract or a Program Attachment of this Contract as it relates to a specific program type. In the case of termination, the Department will inform Contractor of the termination no less than thirty (30) calendar days before the effective date of the termination in a notice of termination, except for circumstances that require immediate termination as described in the Emergency Action section of this Article. The notice of termination will state the effective date of the termination, the reasons for the termination, and, if applicable, alert Contractor of the opportunity to request a hearing on the termination pursuant to Tex. Gov. Code Chapter 2105 regarding administration of Block Grants. Contractor shall not make any claim for payment or reimbursement for services provided from the effective date of termination;
b) suspend all or part of this Contract. Suspension is, depending on the context, either (1) the temporary withdrawal of Contractor's authority to obligate funds pending corrective action by Contractor or its subcontractor(s) or pending a decision to terminate or amend this Contract, or (2) an action taken by the Department to immediately exclude a person from participating in contract transactions for a period of time, pending completion of an investigation and such legal or debarment proceedings as may ensue. Contractor shall not bill DSHS for services performed during suspension, and Contractor's costs resulting from obligations incurred by Contractor during a suspension are not allowable unless expressly authorized by the notice of suspension;
c) deny additional or future contracts with Contractor;
d) reduce the funding amount for failure to 1) provide goods and services as described in this Contract or consistent with Contract performance expectations, 2) achieve or maintain the proposed level of service, 3) expend funds appropriately and at a rate that will make full use of the award, or 4) achieve local match, if required;
e) disallow costs and credit for matching funds, if any, for all or part of the activities or action not in compliance;
f) temporarily withhold cash payments. Temporarily withholding cash payments means the temporary withholding of a working capital advance, if applicable, or reimbursements or payments to Contractor for proper charges or obligations incurred, pending resolution of issues of noncompliance with conditions of this Contract or indebtedness to the United States or to the State of Texas;

g) permanently withhold cash payments. Permanent withholding of cash payment means that Department retains funds billed by Contractor for (1) unallowable, undocumented, disputed, inaccurate, improper, or erroneous billings; (2) material failure to comply with Contract provisions; or (3) indebtedness to the United States or to the State of Texas;
h) declare this Contract void upon the Department's determination that this Contract was obtained fraudulently or upon the Department's determination that this Contract was illegal or invalid from this Contract's inception and demand repayment of any funds paid under this Contract;
i) request that Contractor be removed from the Centralized Master Bidders List (CMBL) or any other state bid list, and barred from participating in future contracting opportunities with the State of Texas;
j) delay execution of a new contract or contract renewal with Contractor while other imposed or proposed sanctions are pending resolution;
k) place Contractor on probation. Probation means that Contractor will be placed on accelerated monitoring for a period not to exceed six (6) months at which time items of noncompliance must be resolved or substantial improvement shown by Contractor. Accelerated monitoring means more frequent or more extensive monitoring will be performed by Department than would routinely be conducted;
l) require Contractor to obtain technical or managerial assistance;
m) establish additional prior approvals for expenditure of funds by Contractor;
n) require additional or more detailed, financial and/or programmatic reports to be submitted by Contractor;
o) demand repayment from Contractor when it is verified that Contractor has been overpaid, e.g., because of disallowed costs, payments not supported by proper documentation, improper billing or accounting practices, or failure to comply with Contract terms;
p) pursue a claim for damages as a result of breach of contract;
q) require Contractor to prohibit any employee or volunteer of Contractor from performing under this Contract or having direct contact with DSHS-funded clients or participants, or require removal of any employee, volunteer, officer or governing body member, if the employee, volunteer, officer or member of the governing body has been indicted or convicted of the misuse of state or federal funds, fraud or illegal acts that are in contraindication to continued obligations under this Contract, as reasonably determined by DSHS;
r) withhold any payments to Contractor to satisfy any recoupment, liquidated damages, match insufficiency, or any penalty (if the penalty is permitted by statute) imposed by DSHS, and take repayment from funds available under this Contract in amounts necessary to fulfill Contractor's payment or repayment obligations;
s) reduce the Contract term;
t) recoup improper payments when it is verified that Contractor has been overpaid, e.g., because of disallowed costs, payments not supported by proper documentation, improper billing or accounting practices or failure to comply with Contract terms;
u) assess liquidated damages;
v) demand repayment of an amount equal to the amount of any match Contractor failed to provide, as determined by DSHS;
w) impose other remedies, sanctions or penalties permitted by statute.

Section 14.03 **Notice of Remedies or Sanctions.** Department will formally notify Contractor in writing when a remedy or sanction is imposed (with the exception of accelerated monitoring, which

may be unannounced), stating the nature of the remedies and sanction(s), the reasons for imposing them, the corrective actions, if any, that must be taken before the actions will be removed and the time allowed for completing the corrective actions, and the method, if any, of requesting reconsideration of the remedies and sanctions imposed. Other than in the case of repayment or recoupment, Contractor is required to file, within fifteen (15) calendar days of receipt of notice, a written response to Department acknowledging receipt of such notice. If requested by the Department, the written response must state how Contractor shall correct the noncompliance (corrective action plan) or demonstrate in writing that the findings on which the remedies or sanction(s) are based are either invalid or do not warrant the remedies or sanction(s). If Department determines that a remedy or sanction is warranted, unless the remedy or sanction is subject to review under a federal or state statute, regulation, rule, or guideline, Department's decision is final. Department will provide written notice to Contractor of Department's decision. If required by the Department, Contractor shall submit a corrective action plan for DSHS approval and take corrective action as stated in the approved corrective action plan. If DSHS determines that repayment is warranted, DSHS will issue a demand letter to Contractor for repayment. If full repayment is not received within the time limit stated in the demand letter, and if recoupment is available, DSHS will recoup the amount due to DSHS from funds otherwise due to Contractor under this Contract.

Section 14.04 **Emergency Action.** In an emergency, Department may immediately terminate or suspend all or part of this Contract, temporarily or permanently withhold cash payments, deny future contract awards, or delay contract execution by delivering written notice to Contractor, by any verifiable method, stating the reason for the emergency action. An "emergency" is defined as the following:

a) Contractor is noncompliant and the noncompliance has a direct adverse effect on the public or client health, welfare or safety. The direct adverse effect may be programmatic or financial and may include failing to provide services, providing inadequate services, providing unnecessary services, or using resources so that the public or clients do not receive the benefits contemplated by the scope of work or performance measures; or
b) Contractor is expending funds inappropriately.

Whether Contractor's conduct or noncompliance is an emergency will be determined by Department on a case-by-case basis and will be based upon the nature of the noncompliance or conduct.

ARTICLE XV CLAIMS AGAINST THE DEPARTMENT

Section 15.01 **Breach of Contract Claim.** The process for a breach of contract claim against the Department provided for in Tex. Gov. Code Chapter 2260 and implemented in Department Rules §§ 1.431-1.447 will be used by DSHS and Contractor to attempt to resolve any breach of contract claim against DSHS.

Section 15.02 **Notice.** Contractor's claims for breach of this Contract that the Parties cannot resolve in the ordinary course of business must be submitted to the negotiation process provided in Tex. Gov Code Chapter 2260, subchapter B. To initiate the process, Contractor shall submit written notice, as required by subchapter B, to DSHS's Office of General Counsel. The notice must specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice must also be given to all other representatives of DSHS and Contractor. Subchapter B is a condition precedent to the filing of a contested case proceeding under Tex. Gov. Code Chapter 2260, subchapter C.

Section 15.03 **Sole Remedy.** The contested case process provided in Tex. Gov. Code Chapter 2260, subchapter C, is Contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by DSHS if the Parties are unable to resolve their disputes under this Article.

Section 15.04 **Condition Precedent to Suit.** Compliance with the contested case process provided in Tex. Gov. Code Chapter 2260, subchapter C, is a condition precedent to seeking consent to sue from the Legislature under Tex. Civ. Prac. & Rem. Code Chapter 107. Neither the execution of this Contract by DSHS nor any other conduct of any representative of DSHS relating to this Contract will be considered a waiver of sovereign immunity to suit.

Section 15.05 **Performance Not Suspended.** Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by Contractor, in whole or in part.

ARTICLE XVI TERMINATION

Section 16.01 **Expiration of Contract or Program Attachment(s).** Except as provided in the Survivability of Terms section of the General Terms Article, Contractor's service obligations stated in each Program Attachment will end upon the expiration date of that Program Attachment unless extended or renewed by written amendment. Prior to completion of the term of all Program Attachments, all or a part of this Contract may be terminated with or without cause under this Article.

Section 16.02 **Effect of Termination.** Termination is the permanent withdrawal of Contractor's authority to obligate previously awarded funds before that authority would otherwise expire or the voluntary relinquishment by Contractor of the authority to obligate previously awarded funds. Contractor's costs resulting from obligations incurred by Contractor after termination of an award are not allowable unless expressly authorized by the notice of termination. Upon termination of this Contract or Program Attachment, as applicable, Contractor shall cooperate with DSHS to the fullest extent possible to ensure the orderly and safe transfer of responsibilities under this Contract or Program Attachment, as applicable, to DSHS or another entity designated by DSHS. Upon termination of all or part of this Contract, Department and Contractor will be discharged from any further obligation created under the applicable terms of this Contract or the Program Attachment, as applicable, except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination and for Contractor's duty to cooperate with DSHS, and except as provided in the Survivability of Terms section of the General Terms Article. Termination does not, however, constitute a waiver of any remedies for breach of this Contract. In addition, Contractor's obligations to retain records and maintain confidentiality of information will survive this Contract.

Section 16.03 **Acts Not Constituting Termination.** Termination does not include the Department's (1) withdrawal of funds awarded on the basis of Contractor's underestimate of the unobligated balance in a prior period; (2) withdrawal of the unobligated balance at the expiration of the term of a program attachment; (3) refusal to extend a program attachment or award additional funds to make a competing or noncompeting continuation, renewal, extension, or supplemental award; (4) non-renewal of a contract or program attachment at Department's sole discretion; or (5) voiding of a contract upon determination that the award was obtained fraudulently, or was otherwise illegal or invalid from inception.

Section 16.04 **Termination Without Cause.**

a) Either Party may terminate this Contract or a Program Attachment, as applicable, with at least thirty (30) calendar days prior written notice to the other Party, except that if Contractor seeks to terminate a Contract or Program Attachment that involves residential client services, Contractor shall give the Department at least ninety (90) calendar days prior written notice and shall submit a transition plan to ensure client services are not disrupted.
b) The Parties may terminate this Contract or a Program Attachment by mutual agreement.
c) Either Party may terminate this Contract or a Program Attachment with at least thirty (30) calendar days prior written notice to the other Party if funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendments to the Appropriations Act, health and human services consolidations, or any disruption of current appropriated funding for this Contract or Program Attachment.
d) Department may terminate this Contract or a Program Attachment immediately when, in the sole determination of Department, termination is in the best interest of the State of Texas.

Section 16.05 **Termination For Cause.** Either Party may terminate for material breach of this Contract with at least thirty (30) calendar days written notice to the other Party. Department may terminate this Contract, in whole or in part, for breach of contract or for any other conduct that jeopardizes the Contract objectives, by giving at least thirty (30) calendar days written notice to Contractor. Such conduct may include one or more of the following:

a) Contractor has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction;
b) Contractor fails to communicate with Department or fails to allow its employees or those of its subcontractor to communicate with Department as necessary for the performance or oversight of this Contract;
c) Contractor breaches a standard of confidentiality with respect to the services provided under this Contract;
d) Department determines that Contractor is without sufficient personnel or resources to perform under this Contract or that Contractor is otherwise unable or unwilling to fulfill any of its requirements under this Contract or exercise adequate control over expenditures or assets;
e) Department determines that Contractor, its agent or another representative offered or gave a gratuity (e.g., entertainment or gift) to an official or employee of DSHS or HHSC for the purpose of obtaining a contract or favorable treatment;
f) Department determines that this Contract includes financial participation by a person who received compensation from DSHS to participate in developing, drafting or preparing the specifications, requirements or statement(s) of work or Solicitation Document on which this Contract is based in violation of Tex. Gov. Code § 2155.004; or Department determines that Contractor was ineligible to receive this Contract under Tex. Gov. Code §§ 2155.006 or 2261.053 related to certain disaster response contracts;
g) Contractor appears to be financially unstable. Indicators of financial instability may include one or more of the following:
    1) Contractor fails to make payments;
    2) Contractor makes an assignment for the benefit of its creditors;
    3) Contractor admits in writing its inability to pay its debts generally as they become due;

4) if judgment for the payment of money in excess of $50,000 (that is not covered by insurance) is rendered by any court or governmental body against Contractor, and Contractor does not (a) discharge the judgment, or (b) provide for its discharge in accordance with its terms, or (c) procure a stay of execution within thirty (30) calendar days from the date of entry of the judgment, or (d) if the execution is stayed, within the thirty (30)-day period or a longer period during which execution of the judgment has been stayed, appeal from the judgment and cause the execution to be stayed during such appeal while providing such reserves for the judgment as may be required under Generally Accepted Accounting Principles;
5) a writ or warrant of attachment or any similar process is issued by any court against all or any material portion of the property of Contractor, and such writ or warrant of attachment or any similar process is not released or bonded within thirty (30) calendar days after its issuance;
6) Contractor is adjudicated bankrupt or insolvent;
7) Contractor files a case under the Federal Bankruptcy Code or seeks relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, receivership or liquidation law of any jurisdiction then in effect, or consents to the filing of any case or petition against it under any such law;
8) any property or portion of the property of Contractor is sequestered by court order and the order remains in effect for more than thirty (30) calendar days after Contractor obtains knowledge of the sequestration;
9) a petition is filed against Contractor under any state reorganization, arrangement, insolvency, readjustment of debt, dissolution, receivership or liquidation law of any jurisdiction then in effect, and the petition is not dismissed within thirty (30) calendar days; or
10) Contractor consents to the appointment of a receiver, trustee, or liquidator of Contractor or of all or any part of its property;

h) Contractor's management system does not meet the UGMS management standards; or
i) Any required license, certification, permit, registration or approval required to conduct Contractor's business or to perform services under this Contract is not obtained or is revoked, is surrendered, expires, is not renewed, is inactivated or is suspended.

Section 16.06 **Notice of Termination.** Either Party may deliver written notice of intent to terminate by any verifiable method. If either Party gives notice of its intent to terminate all or a part of this Contract, Department and Contractor shall attempt to resolve any issues related to the anticipated termination in good faith during the notice period.

ARTICLE XVII VOID, SUSPENDED, AND TERMINATED CONTRACTS

Section 17.01 **Void Contracts.** Department may void this Contract upon determination that the award was obtained fraudulently or was otherwise illegal or invalid from its inception.

Section 17.02 **Effect of Void, Suspended, or Involuntarily Terminated Contract.** A Contractor who has been a party to a contract with DSHS that has been found to be void, or is suspended, or is terminated for cause is not eligible for expansion of current contracts, if any, or new contracts or renewals until, in the case of suspension or termination, the Department has determined that

Contractor has satisfactorily resolved the issues underlying the suspension or termination. Additionally, if this Contract is found to be void, any amount paid is subject to repayment.

Section 17.03 **Appeals Rights.** Pursuant to Tex. Gov. Code § 2105.302, after receiving notice from the Department of termination of a contract with DSHS funded by block grant funds, Contractor may request an administrative hearing under Tex. Gov. Code Chapter 2001.

ARTICLE XVIII CLOSEOUT

Section 18.01 **Cessation of Services At Closeout.** Upon expiration of this Contract or Program Attachment, as applicable, (and any renewals of this Contract or Program Attachment) on its own terms, Contractor shall cease services under this Contract or Program Attachment; and shall cooperate with DSHS to the fullest extent possible upon expiration or prior to expiration, as necessary, to ensure the orderly and safe transfer of responsibilities under this Contract to DSHS or another entity designated by DSHS. Upon receiving notice of Contract or Program Attachment termination or non-renewal, Contractor shall immediately begin to effect an orderly and safe transition of recipients of services to alternative service providers, as needed. Contractor also shall completely cease providing services under this Contract or Program Attachment by the date specified in the termination or non-renewal notice. Contractor shall not bill DSHS for services performed after termination or expiration of this Contract or Program Attachment, or incur any additional expenses once this Contract or Program Attachment is terminated or has expired. Upon termination, expiration (with no renewal) or non-renewal of this Contract or a Program Attachment, Contractor shall immediately initiate Closeout activities described in this Article.

Section 18.02 **Administrative Offset.** The Department has the right to administratively offset amounts owed by Contractor against billings.

Section 18.03 **Deadline for Closeout.** Contractor shall submit all financial, performance, and other Closeout reports required under this Contract within sixty (60) calendar days after the Contract or Program Attachment end date. Unless otherwise provided under the Final Billing Submission section of the Payment Methods and Restrictions Article, the Department is not liable for any claims that are not received within sixty (60) calendar days after the Contract or Program Attachment end date.

Section 18.04 **Payment of Refunds.** Any funds paid to Contractor in excess of the amount to which Contractor is finally determined to be entitled under the terms of this Contract constitute a debt to the Department and will result in a refund due, which Contractor shall pay within the time period established by the Department.

Section 18.05 **Disallowances and Adjustments.** The Closeout of this Contract or Program Attachment does not affect the Department's right to disallow costs and recover funds on the basis of a later audit or other review or Contractor's obligation to return any funds due as a result of later refunds, corrections, or other transactions.

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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 an 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 any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(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 contract, grant. loan, 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

Signature _____ Date _____

Print Name of Authorized Individual

2011-037502
Application or Contract Number

CITY OF LAREDO
Organization Name

CITY COUNCIL COMMUNICATION

Date: 12-06-2010	SUBJECT: RESOLUTION NO. 2010-R-105 **Resolution to Support Texas Parks and Wildlife Department's First Paddling Trail on the Rio Grande.**

INITIATED BY:	STAFF SOURCE:
Carlos Villarreal, City Manager	Raul Casso City Attorney

PREVIOUS BOARD ACTION:

BACKGROUND:

FINANCIAL:

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
	Staff recommends approval of this Resolution.

RESOLUTION NO. 2010-R-105

Resolution to Support Texas Parks and Wildlife Department's First Paddling Trail on the Rio Grande.

WHEREAS, paddle sports -- including canoeing, kayaking and rafting -- are among the fastest growing outdoor recreational components of the nation's $760BB/year active outdoor sports industry; and,

WHEREAS, the City of Laredo has already recognized how paddle sports can be an economic development tool in projecting a positive set of images for the river and the region; and,

WHEREAS, the Texas Parks and Wildlife Department actively seeks to identify candidate sites to develop and promote 4-to-8 mile long "Paddling Trails" to promote visitation of the nation's estimated 14,000,000 paddle sports fans; and,

WHEREAS, Laredo-based "Big River Outfitters" satisfies the fundamental TPWD Paddling Trail requirement that there be a river outfitting company providing guide services; and,

WHEREAS, Big River Outfitters' standard tour is a 6-mile trip, from Father McNaboe Park to the Lamar Bruni Vergara Environmental Science Center at Laredo Community College; and,

WHEREAS, the City of Laredo has demonstrated leadership through last year's RioFest in developing paddle sports to the Rio Grande; now, therefore, let it be

BE IT THERFORE RESOLVED BY THE CITY COUCNIL OF THE CITY OF LAREDO, THEXAS THAT:

Section 1. City of Laredo supports Big River Outfitter's application to the Texas Parks and Wildlife Department to create the first paddling trail.

Section 2. This Resolution shall be in force an effect from and after its final passage, and it is so resolved.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR on this, the _____day of March, 2010.

_____
RAUL G. SALINAS
Mayor

ATTEST:

_____
GUSTAVO GUEVARA, JR
City Secretary

APPROVED AS TO FORM:

_____
RAUL CASSO
City Attorney

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTION
12/6/10	Authorizing the City Manager to provide a payment in the amount of $132,184.15 to the Texas Commission on Environmental Quality (TCEQ) for a Public Health Service Fee for required support of all TCEQ state funding for essential water related activities. Funds are to be made available under the Waterworks Operations Fund.

INITIATED BY:	STAFF SOURCE:
Jesus M. Olivares, Assistant City Manager	Tomas M. Rodriguez, Jr., P.E., Utilities Director

PREVIOUS COUNCIL ACTION: None

BACKGROUND:

The general revenue will be used to support TCEQ water program activities; however, the overall amount of funds needed to support the appropriations for these programs exceeded the current revenue available in the Water Resource Management Account. To address this shortfall and meet our obligations, the agency increased revenues collected from water fees deposited to the Water Resource Management Account.

Given the declining availability of funds in Account 153, the TCEQ reviewed those water-related fees it has the authority to change, and chose to increase the Consolidated Water Quality Fee, the Public Health Service Fee, and the Water Use Assessment Fee to generate sufficient revenue to cover the costs of its water-program activities beginning in fiscal year 2010.

The agency considered all of its water fees when determining how to best ensure that it could meet its financial obligations to continue to carry out its water related activities beginning in FY 2010. These three fees were slated for increases because in numbers and categories of fee payers they are among the most broad-based water-related fees the TCEQ assesses. In addition, revision of these three fees did not require statutory changes, and their revenue stream is relatively stable and significant. Finally, the impact from the increases to these fees will be spread across the majority of water-fee payers throughout the state.

FINANCIAL IMPACT:
Funding is available in the waterworks operations (License & Permits) 557-4120-533.55-24.

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
Finance Committee Operations Committee	To approve the motion

TEXAS COMMISSION ON
ENVIRONMENTAL QUALITY

INVOICE

COMPANY: CITY OF LAREDO
ACCOUNT: 92400001

DETACH BOTTOM PORTION AND RETURN WITH PAYMENT - KEEP TOP PORTION FOR YOUR RECORDS - PAGE 1

ACCOUNT NO.	INCLUDES PAYMENTS THROUGH:	COLL COST RECOVERY	LATE FEES	BALANCE DUE
92400001	NOV10,10	0.00	0.00	132,184.15

INVOICE DATE	INVOICE NO.	DESCRIPTION	AMOUNT	BALANCE
NOV30,10	PHS0129100	REG_NUMBER 2400001 FY11 WATER SYSTEM FEE	132,184.15	132,184.15

This fee is based on data reported from the last inspection. Please call 512-239-4691 for assistance with the calculation of your fee.

132,184.15

See REVERSE SIDE for Explanation of Charges and TCEQ Contact Telephone Numbers.

PLEASE PAY THIS AMOUNT
INCLUDE ACCOUNT NUMBER ON CHECK

TCEQ VIPP Form AR41A 02-16-06

NOV10,10

DETACH THIS PORTION AND RETURN WITH CHECK OR MONEY ORDER PAYABLE TO:

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

ACCOUNT NO.	BALANCE DUE
92400001	132,184.15

☐ CHECK HERE IF YOUR ADDRESS HAS CHANGED.
PLEASE INDICATE ADDRESS CHANGE ON BACK

INVOICES NOT PAID WITHIN 30 DAYS OF INVOICE DATE WILL ACCRUE PENALTIES

CITY OF LAREDO
TOMAS M RODRIGUEZ JR, DIRECTOR
5816 DAUGHERTY

LAREDO TX 78041

0092400001 1533367 00132184151130101

PAYMENT INFORMATION

INVOICES NOT PAID BY DUE DATE WILL ACCRUE PENALTIES

DETACH PAYMENT COUPON FROM BOTTOM OF FORM AND RETURN WITH PAYMENT IN THE ENVELOPE ENCLOSED.

Your check, certified check or money order should be made payable to the **Texas Commission on Environmental Quality.** Please include your account number on your check to ensure that payment is properly credited. You may also pay this account in full by credit card or electronic check using the following internet address: ***www.tceq.state.tx.us/epay/***

If you think your billing is wrong, or if you need more information about a transaction, please address your questions to:

Texas Commission on Environmental Quality
Financial Administration Division, MC-214
P.O. Box 13088
Austin, Texas 78711-3088

In your correspondence, please give us the following information:

1. **Your name and account number**
2. **The dollar amount of the suspected error**
3. **The date and reference number of the transaction(s) in question**
4. **Description of the suspected error**

The payment due date is 30 days from the invoice date. Penalty and interest charges assessed will be adjusted for fees not due. Failure to pay by the due date may result in return or denial of applications for licenses, permits, registrations, and certifications.

***** For technical questions, please call the telephone number on the front of bill. For accounting questions, please call: *****

Petroleum Storage Tank Fees	**(UST & AST)**	**512/239-0366**
Waste Fees	**(HWG, NWG, HWF, NWF, RLA)**	**512/239-0365**
	(SWD, WMS, WSS)	**512/239-0366**
	(WMB, BLP, SDP)	**512/239-0344**
	(TOX, VCP, ILP)	**512/239-0355**
Water Fees	**(GPS, GPW, CWQ, WQA, WWI, WWIR, WUF)**	**512/239-0344**
	(CRW, RGR, STX)	**512/239-0343**
	(PFS, WTR)	**512/239-0343**
	(PHS)	**512/239-0366**
Air Fees	**(AEF, EIF)**	**512/239-0343**
Admin Penalties	**(CAV, DCP, WDV, WQV, QWV)**	**512/239-0355 or 512/239-5136**
Dry Cleaning Fees	**(DCR)**	**512/239-0365**

TCEQ VIPP FORM AR41A1 06-22-06

EXPLANATION OF CHARGES

The basis for each charge is identified by the facility, permit, application or other appropriate activity. The state fiscal year **(FY)** and the quarter of the year **(QTR)** to which the payment will be credited are shown where applicable. Delinquent fees are subject to a penalty of 5% per month for the first two months after the due date, after which an interest charge for CY 2010 of 4.25% per annum will be assessed. Delinquent administrative penalties are assessed interest charges at a rate of 6% per annum beginning 30 days after the due date.

In accordance with Government Code 2107.003(d), collection costs up to 30% may be assessed.

TCEQ understands the account party may be a debtor in a pending bankruptcy proceeding. The portion of this invoice, if any, that represents pre-petition fees due is sent for informational purposes only and is not an attempt to recover a claim against the debtor. TCEQ will file an appropriate proof of claim with the bankruptcy court for such pre-petition fees. Any post-petition fees due and owing as shown on this invoice should be paid in accordance with this invoice.

IMPORTANT: TO CHANGE A BILLING ADDRESS FOR A GPS OR GPW FEE (SEE INVOICE DESCRIPTION ON FRONT SIDE), CALL 512/239-4671 FOR GPW & CALL 512/245-0130 OR EMAIL SWPERMIT@TCEQ.STATE.TX.US FOR GPS

PLEASE INDICATE BILLING ADDRESS CHANGE BELOW

Address: _____

City: _____

State & Zip Code: _____

Phone: ( ) _____

FAX: ( ) _____

(Note: NAME CHANGE MUST BE SUPPLIED IN WRITING.)

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
PO BOX 13089
AUSTIN TX 78711-3089

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTIONS
12/06/10	Consideration to reject all bids received for FY10-090, for the furnishing of cleaning services for domestic sewage back-ups into private properties; and authorize that new bids be solicited. The bid documents will be revised to clarify the bid price schedule for this service.

INITIATED BY:	STAFF SOURCE:
Jesus Olivares, Assistant City Manager	Tomas Rodriguez, P.E., Utilities Director Francisco Meza, Purchasing Agent

PREVIOUS COUNCIL ACTION: None.

BACKGROUND: Three bids were received for awarding an annual contract for furnishing cleaning services for wastewater backups for the Utilities Department. After all three bids were opened, staff discovered that two bids had incomplete pricing and one bid exceeded the budgetary estimate for this service. The bid document will be revised to clarify the bid price schedule for this service.

Vendor bid submittals

Elite Construction	Incomplete Price Schedule
A. Chavarria's Plumbing	Incomplete Price Schedule
Freedom Construction	Exceeded Budgetary Estimate

FINANCIAL IMPACT: None

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
	It is recommended that this bid be rejected and new bids solicited

Bid Tabulation
FY10-090 Cleaning Waste-Water Backups- Utilities Department

Item	Description	Est. Sq. Feet	Elite Construction Laredo, TX 78041 Unit Cost	Elite Construction Laredo, TX 78041 Total Cost	Freedom Construction Laredo, TX 78043 Unit Cost	Freedom Construction Laredo, TX 78043 Total Cost	A. Chavarrias Plumbing Laredo, TX 78041 Unit Cost	A. Chavarrias Plumbing Laredo, TX 78041 Total Cost
1	Cost per square foot on floors without a carpet or rug	20,000	$ 1.75	$ 35,000.00	$ 4.00	$ 80,000.00	$ -	$ -
2	Cost per square foot on floors with a carpet or rug	20,000	$ 2.25	$ 45,000.00	$ 4.00	$ 80,000.00	$ -	$ -
3	Cleaning cost per square foot on property yards	20,000	$ 2.00	$ 40,000.00	$ 3.00	$ 60,000.00	$ -	$ -
4	Cleaning cost per square foot for toilet and shower areas	20,000	$ 1.50	$ 30,000.00	$ 4.00	$ 80,000.00	$ -	$ -
5	Labor and materials cost to unclog household drains	20	$ 200.00	$ 4,000.00	$ 300.00	$ 6,000.00	$ 89.50	$ 1,790.00
6	Cost Per Mobilization-Service Call	20	$ 225.00	$ 4,500.00	$ 300.00	$ 6,000.00	$ -	$ -
	Estimated Total			$ 158,500.00		$ 312,000.00		$ 1,790.00
	Cost per water extraction per square foot (max 600 gallons) ***	20,000	$ 1.50	$ 30,000.00				
	Cost per square foot for application of Anti Microbial Chemical ***	20,000	$ 1.00	$ 20,000.00				
	Cost per gallon of Anti-Microbial Chemical ***	100	$ 50.00	$ 5,000.00				
	Base price for content manipulation***	20	$ 150.00	$ 3,000.00				

Quoted rate of $ 89.50 does not include additional man power, additional hours, over-time, Hydro Jet and holidays. Additional work will be an additional cost.

Notes: *** denotes pricing not listed on the bid price schedule

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTIONS
12/06/10	Consideration to ratify the City Manager's authorization for payment of six wastewater permit fees in the amount of $157,975.10 assessed yearly by the Texas Commission of Environmental Quality (TCEQ). The City's water and wastewater treatment operation is assessed a water quality fee based on a level in proportion for use of state water and/or for the treatment or discharge of wastewater. Funding is available in the Utilities Department. Water and Sewer operational accounts.

INITIATED BY:	STAFF SOURCE:
Jesus Olivares, Assistant City Manager	Tomas Rodriguez, P.E., Utilities Department Director Francisco Meza, Purchasing Agent

PREVIOUS COUNCIL ACTION: None.

BACKGROUND: An annual permit fee is assessed against the City's five wastewater treatment plants to authorize the treatment of wastewater. The fee is based on a level in proportion for use of state water and/or for the treatment or discharge of wastewater. TCEQ, under Texas law § 26.0135 adopted in 2001, is required to collect a consolidated water quality fee to provide funding for the Texas Clean Rivers Program and for administration of water quality programs. All wastewater permit holders are assessed the water quality fee.

The following are the water quality permit fees:

TCEQ CWQ Assessment Fee Zacate Creek Plant		$ 83,950.00
TCEQ CWQ Assessment Fee Laredo Colombia Plant		$ 1,250.00
TCEQ CWQ Assessment Fee North Laredo Plant		$ 7,267.10
TCEQ CWQ Assessment Fee Unitec Plant		$ 3,293.00
TCEQ CWQ Assessment Fee Southside Plant		$ 45,905.00
TCEQ CWQ Assessment Fee Jefferson Plant		$ 16,310.00
	Total	$ 157,975.10

FINANCIAL IMPACT: The City's obligation for performance of this assessment beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for this fee can be made.

Funds for this assessment have been budgeted in the following line item budget.

Sewer Fund--Wastewater Treatment-License & Permit Fees Account Number: 559-4210-533-5524
Water Fund – Water Treatment – License & Permit Fees Account Number: 557-4120-533-5524

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: It is recommended that this payment be approved.

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTIONS
12/06/10	Consideration to authorize a contract with Vector Concepts, Irving, TX, utilizing the BuyBoard's cooperative purchasing program's contract pricing, in the amount of $156,117.65, for the purchase and installation of high performance flooring for the Civic Center ballroom and meeting rooms. Funding is available from the Capital Improvement Project budget – Civic Center renovations.

INITIATED BY:	STAFF SOURCE:
Jesus Olivares, Assistant City Manager	Osbaldo Guzman, Parks & Leisure Services Director Francisco Meza, Purchasing Agent

PREVIOUS COUNCIL ACTION: Authorized participation in the BuyBoard cooperative purchasing program.

BACKGROUND: Authorization is requested to enter into contract for the purchase and installation of a high performance, polyurethane, homogeneous flooring for the Civic Center ballroom and meeting rooms. This contract award is based on the BuyBoard cooperative purchasing contract awarded to Vector Concepts. All work will be completed by February 2011.

Vector Concepts
Irving, TX
BuyBoard Contract number: 310-08

Ball Room	$130,044.40
Meeting Rooms	$ 26,073.25
Total	**$156,117.65**

FINANCIAL IMPACT: Funding for this contract is available in the Capital Improvement Project budget – Civic Center renovations

Account Number: 402-4322-535-4181

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
N/A	It is recommended that this contract be approved.

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTIONS
12/6/10	Consideration to authorize the purchase of two-thousand nine hundred and forty (2,940) garbage/refuse carts from Toter Inc., Statesville, NC, through HGAC cooperative contract number GC01-09 in the total amount of $152,545.00. Funding is available in the Solid Waste Services budget.

INITIATED BY:	STAFF SOURCE:
Jesus Olivares, Assistant City Manager	Rogelio Rivera, P.E., City Engineer Stephen R. Geiss, Interim Solid Waste Dept. Director Francisco Meza, Purchasing Agent

PREVIOUS COUNCIL ACTION: None.

BACKGROUND: Staff is requesting authorization to purchase 2,940 garbage/refuse carts for the Solid waste services Department. These waste containers are designed for household garbage and can be used with both semi-automated and automated systems. Staff recommends this purchase to keep up with population growth demands.

Item	Qty.	Unit Price	Total
96-Gallon Model 79296 container green with lid	2,940	$49.50	$145,530
Hot stamp on both sides of container	5,880	$ 0.50	$ 2,940
		Freight	$ 4,075
		Total	**$152,545**

FINANCIAL IMPACT: Funding for this service is available in the Solid Waste Fund budget.
Solid Waste Fund – Minor Apparatus and Tools

Account Number: 556-2560-532-2400

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION: It is recommended that this contract be approved.

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTIONS
12/06/10	Consideration to renew contract FY10-007 awarded to Sames Motor Co, Laredo, TX in the estimated amount of $90,000.00, for the purchase of Ford original equipment manufacturer (OEM) captive parts for the Fleet Maintenance Division. This contract establishes discount percentage pricing for the purchase of automotive replacement parts for the Fleet Department. All parts will be secured on an as needed basis and funding is available in the Fleet Management budget.

INITIATED BY:	STAFF SOURCE:
Jesus Olivares, Assistant City Manager	Rogelio Rivera, P.E., Engineering Department Director Jack Dunn, general Fleet Manager Francisco Meza, Purchasing Agent

PREVIOUS COUNCIL ACTION: Awarded contract FY10-007 on 12/7/09.

BACKGROUND: The City received five (5) bids for awarding a contract for the purchase of original equipment manufacturer automotive parts. This contract establishes a percentage discount on original equipment manufacturer parts. The term of this contract will be for a one year period with an option to renew this contract for two additional one year periods. Staff has reviewed the bids received and is recommending that a contract be awarded to Sames Motor Company as the primary vendor. This is the first contract renewal.

Bid Summary

	Sames Motor Co. Laredo, Texas	Russell & Smith Ford Houston, Texas	McCombs Ford San Antonio, Texas
Percentage of discount offered	Cost Plus 5%	Cost Plus 5%	Cost Plus 6%
Type price schedule	Dealer	Dealer	Wholesale
Price Schedule discount based on	Net	Dealer	Wholesale

	North Park Lincoln San Antonio, Texas	Sam Pack's Five Star Ford Farmers Branch, Texas
Percentage of discount offered	Cost Plus 9.5%	Cost Plus 10%
Type price schedule	Dealer	Manufacturer
Price Schedule discount based on	Dealer	Cost Plus

FINANCIAL IMPACT: The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. The City's obligation for performance of this contract beyond the current fiscal year is contingent upon the availability of appropriated funds from which payments for the contract purchases can be made. If no funds are appropriated and budgeted during the next fiscal year, this contract becomes null and void.

Funding for this service is available in the Fleet Maintenance budget.

Fleet Management Fund – Parts/Batteries Account Number: 593-2810-533-2071

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
	It is recommended that this contract be approved.

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTION(S)
12/06/2010	Consideration to award a contract to sole source provider, TransCore, LP, for the purchase of thirty (30) Manual Lane Terminals (MLT's) as part of the Laredo Bridge System Toll Collection System in an amount not to exceed $142,024.00. Funding is available in the Bridge System Revenue Bond Series 2005A.

INITIATED BY:	STAFF SOURCE:
Jesus Olivares, Assistant City Manager	Mario I. Maldonado, Jr., Bridge Manager

PREVIOUS COUNCIL ACTION:

On June 7, 2010, City Council awarded a contract to the sole source provider, TransCore, LP, in the amount not to exceed $526,305.00, for the City of Laredo Bridge System Customer Service Center (CSC) and Electronic Toll Collection System Host Software and Server Upgrade.

BACKGROUND:

In order to continue the process of Non-Commercial and Commercial traffic efficiently and expeditiously through the toll lanes and to continue being the #1 Inland Port in the United States, the Electronic Toll Collection System Manual Lane Terminals (MLT) that were purchased and implemented since the opening of World Trade Bridge in April 14, 2000, need to be replaced.

This project will consist of the following:

1. Modification of appropriate configuration settings in the lane controller software
2. Testing of the LCD MLT equipment in a simulated and live environment
3. Furnish and Install thirty (30) Neuro Logic Systems, Inc. LCD MLT's
4. Achieving concurrence from the Laredo Bridge System personnel that the functionality of the MLT's has been successfully demonstrated

FINANCIAL IMPACT:

Funding is available in the Bridge System Revenue Bond Series 2005A Computer Software account # 553-4065-535-9003.

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
N/A	Award contract to sole source provider, TransCore, LP, for the purchase of Manual Lane Terminals (MLT's).

4903 W. Sam Houston Parkway N.
Houston, TX 77041

713-939-5400office 713-355-3349 fax

TRANSCORE.

September 9, 2010

Mr. Mario Maldonado, Bridge Director
The City of Laredo Bridge System
11604 FM 1472
Laredo, Texas 78046

Subject: Manual Lane Terminal (MLT)

Dear Mr. Maldonado,

TransCore is pleased to provide you pricing for the replacement of the current Computer Dynamics MLTs located in the City of Laredo Bridge System toll collection booths, to Neuro Logic Systems, Inc. CF-12 High Bright LCD MLT with IR Touchscreen. The price for this project is $142,024 which includes the following Scope of Work:

- Modification of appropriate configuration settings in the lane controller software
- Testing of the LCD MLT equipment in a simulated and live environment
- Furnish and Install (26 + 4 spares) Neuro Logic Systems, Inc. LCD MLTs (brochure below)
- Achieving concurrence from the City of Laredo personnel that the functionality of the MLTs has been successfully demonstrated

We look forward to working with you on this project. If you have any questions, please me at (713) 939-5415 if you wish to meet and discuss further at your convenience.

Best Regards,

TRANSCORE, LP

Ron Barr

Ron Barr
Operations Manager

NLS
NEURO LOGIC SYSTEMS, INC.

PRODUCTS SERVICES SALES SUPPORT ABOUT NLS CONTACT US

PRODUCTS

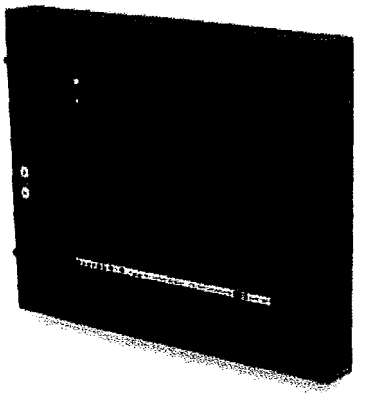
CF-12 LCD: 12" High Bright LCD with IR touchscreen

Key Features LCD Specs PDF Downloads Support & FAQs View Images

The CF Product Line consists of Flatpanel displays engineered for use in harsh, demanding environments, including shipboard and military. Neuro Logic only uses the highest quality LCDs available. All LCDs and controllers are custom built to NLS specifications. This does not mean they are the most expensive either! Our products have been used in applications from museums to network rooms to military vehicles to military airplanes.

The CF-12-T8-A was made for toll booth applications. It is built for direct sunlight readability, withstand rain, snow and dust, and extreme usage.

- 75mm VESA mounting pattern for stands
- NEMA 4 Front
- Infraredl touchscreen
- Front-mounted Brightness controls



Key Features

- Infrared Touchscreen standard. No touchscreen, resistive and surface acoustic wave options.
- 750 nit LCD with contrast enhancement film
- 3mm heat-treated glass (on most models)
- 80-degree (up/down/left/right) viewing on all panels
- Backlight/Inverter Controls (optional)
- HD-15 (standard) Optional BNC or NTSC, RGB Green Sync, RS-170, Y and C (S-video) thru BNC, NTSC, VGA available
- NEMA 4 front option
- DVI/Digital Video Interface (optional)
- Black powdercoat aluminum enclosure w/ handles
- Based on proven COTS LCD technology for low risk and high quality at an affordable cost
- Superior reliability and maintainability over CRTs means a lower life cycle cost
- Mil-Spec 461E available on RF-18 and RF-20. Email for certs
- 24 and 48 volt and 400Hz power supply options
- Custom modifications available on all models

LCD Specifications

LCD Technology:

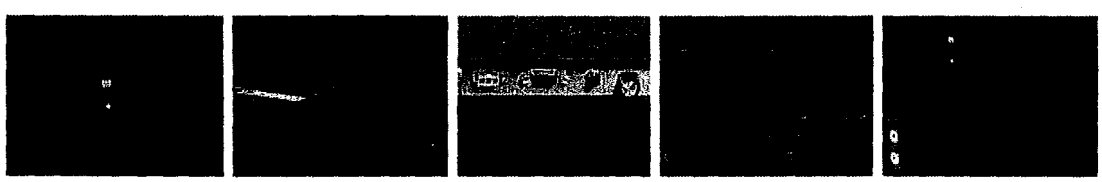
. Active matrix TFT color LCD
. 12.1" diagonal screen size
. 800 x 600 addressable pixels
. 0.297mm pixel pitch
. 750cd/m² (typ.) brightness
. 500:1(typ.) contrast ratio
. Tr: 25ms / Tf: 15ms (typ.)

	. L/R=80° / 80°, U/D=70° / 70° viewing angle . 30,000 hours life (min.
Display Resolution:	800 pixels(H) x 600 lines(V)
Active Display Area:	246mm(H) x 184mm(V)
Displayable Color:	262k colors
Horizontal Scan:	31.5kHz to 80kHz
Vertical Refresh:	56Hz to 75Hz
Pixel Frequency:	135MHz
Input Signal:	. Video: analog RGB 0.7 Vp-p . Sync: separate sync, composite sync, sync. on green
Auto-adjustment:	Yes
I/O Connectors:	. DC power in . VGA in D-sub 15 pin
User Controls:	. Multilingual on screen menu adjustments . External adjustment button . External brightness adjustment . Screen image control items: Auto-Adjustment, Contrast, Horizontal Position, Vertical Position, Frequency, Tracking, Display Mode, OSD Off-Time, Language, Text-Graphic, Reset, Volume, Mute, Color setting, Color adjustment (R.G.B)
Power Saving:	VESA DPMS standard (4 mode)
Power Consumption:	45 watt (max.), < 5 watt (off mode)
LCD Agency approval:	FCC-B, CE-B, VCCI-II, BSMI, CCIB, UL, CUL, TUV, CB, TCO' 99
Operating Temperature::	. 0°~40°C / 32°~104°F . Humidity: 80% maximum
Storage Temperature:	. -20°~60°C / -4°~140°F . Humidity: 95% maximum

PDF Downloads

- Dimensional Drawing
- NLS Product Brochure
- Product Brochure

Product Images



COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTION
12/06/10	Consideration for approval to award a professional services contract to Structural Engineering Associates, Inc., San Antonio, Texas, for an amount not to exceed $164,300.00 for design and preparation of plans and specifications for the Hazardous Material Containment Facility at the World Trade International Bridge. Design work is to be approximately six (6) months after the location and orientation of the facility has been selected. Funding is available in the Bridge 2005 Revenue Bond.

INITIATED BY:	STAFF SOURCE:
Carlos Villarreal, City Manager	Rogelio Rivera, P.E., City Engineer Mario Maldonado, Bridge Manager

PREVIOUS COUNCIL ACTION:
None.

BACKGROUND:
The proposed scope of services include, but not limited to:

The project will construct a hazardous material containment facility within the confines of the World Trade International Bridge, U.S. facilities, which will capture and contain any hazardous material that is spilled by a leaking commercial vehicle within the U.S. facilities.

The project includes the construction of a new double pull-through hazardous material containment facility, including two concrete collection pits, masonry side and divider walls, a structural steel canopy, concrete approach and departure pavement, lighting, fire sprinkler system, and potable water connection. Construction of this facility will additionally require roadway/structural/trench excavation, backfill, site grading, concrete coatings, and metal decking on the canopy.

A/E fee breakdown is as follows:

Design Phase	$83,473.40
Bid Phase	$12,953.10
Construction Phase	$17,399.10
Additional Services – Design Phase (Agency coordination, borings and geotech, site survey coordination)	$32,443.80
Copies, Reprographics and Travel Expenses	$6,712.20
Construction Observation	$11,318.40
Total Fee	$164,300.00

Design work is to be approximately six (6) months after the location and orientation of the facility has been selected.

FINANCIAL IMPACT:
Funding is available in the Bridge 2005 Revenue Bond.
Account No. 553-4050-535-9201

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
Approved by the Finance Committee on Wednesday, December 1, 2010.	Approval of Motion.

PROFESSIONAL SERVICES CONTRACT

STATE OF TEXAS **Agenda Item: December 6, 2010**

COUNTY OF WEBB

CITY OF LAREDO

Contract to Provide Surveys, Design, and Preparation of Plans and Specifications and Cost Estimates

PROJECT NAME: Hazardous Material Containment Facility at the World Trade International Bridge

This Contract made and entered into in Laredo, Webb County, Texas, between the City of Laredo, a Municipal Corporation in the State of Texas, hereinafter termed "CITY", and

Structural Engineering Associates
3838 Northwest Loop 410, Suite 200
San Antonio, Texas 78229
(210)735-9202

hereinafter termed "CONSULTANT," a professional firm duly licensed and practicing under the laws of the State of Texas, said Contract being executed by the CITY pursuant to the City Charter and Ordinances and Resolutions of the City Council and by said CONSULTANT for professional services hereinafter set forth in connection with the above designated project for the City of Laredo.

I. The CONSULTANT shall NOT commence work on this proposed Project until he has been thoroughly briefed on the scope of this Project and has been notified in writing to proceed.

The CONSULTANT, in consideration for the compensation herein provided, shall render the professional services contract necessary for the development of the Project to final completion, per **Attachment "B"** Production Schedule including designs, reports, and special and general conditions or instructions, as acceptable to the CITY, or its duly authorized representative, subject to all other provisions of this Contract.

The CONSULTANT shall be represented by a registered professional licensed to practice in the State of Texas at any review meetings where specifically requested by the CITY, which may include but not limited to scope of services meetings, staff review meetings, and meetings for acceptance of the project, and for permits subject to the approval of municipal, State, and federal agencies, where applicable. All Plans submitted for review shall bear the seal of a registered professional, as required.

II. Basic Services:

The CONSULTANT shall perform his obligations and Basic Services necessary for the development of the project as described, but not limited to, in **Attachment "A," Scope of Services.** The Scope of Services provides a description of all tasks required to perform the project and is based on the understanding of the CITY's desires and objectives for this project.

III. Personnel:

The CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the services for which it is responsible under this contract. Such personnel will not be employees of the CITY.

IV. Period of Performance:

Contract time is approximately approximately six (6) months (Attachment "B) after the location and orientation of the facility has been selected.
If upon review of the work, corrections, modifications and/or alterations are required of the CONSULTANT, these items shall be completed by the CONSULTANT before the work is approved. However, the CITY shall authorize extensions of the time should there be delays due to reasons beyond the control of the CONSULTANT. Such time extensions shall be equivalent to the amounts of delays incurred. Review time by the CITY will not be charged against CONSULTANT's contract time.

In the performance of the various phases of this contract the CONSULTANT shall contact the various utility coordinators for request of the most current available utility records; and the CITY and other governmental entities for particular or peculiar problems which may arise.

The CONSULTANT shall not be liable or responsible for any delays due to strikes, riots, acts of God, national emergency, acts of the public enemy, governmental restrictions, laws, or regulations, or any other causes beyond the CONSULTANT's reasonable control. Within thirty (30) days from the occurrence of any event for which time for performance by CONSULTANT should be significantly extended under this provision, CONSULTANT may give written notice thereof to the CITY stating the reason for such extension and the actual or estimated time thereof.

This contract shall remain in force for a period which may reasonably be required for the completion of the project, including any extra work and required extensions thereto, unless discontinued as provided for elsewhere in this contract.

The CONSULTANT shall furnish upon completion of the work herein described in the "Scope of Services" forty (40) sets and twenty (20) CD's of the plans and specifications of the project for distribution by the City of Laredo.

V. Compensation and Payment:

The CITY shall pay CONSULTANT for the performance of services as out-lined in this Contract, a fee computed on the basis of an hourly billing rate for all of the CONSULTANT's personnel engaged on the work, plus reimbursable expenses. The hourly billing rates shall be in accordance with billing schedule in **Exhibit I.** Reimbursable expenses shall include costs for travel, subsistence, telephone, reproduction of reports and exhibits, computer time charges, and miscellaneous expenses directly related to the project.

An amount of **one hundred sixty-four thousand three hundred dollars and no cents ($164,300.00)** will not be exceeded without written authorization by the CITY. Said fee will include payroll costs and direct non-labor expenses. **See Attachment "C" for compensation.**

Monthly billings on duly certified work, which is work certified for payment to employer and principles, and expense evidenced by invoices for work performed during the preceding four week accounting period will be submitted to the CITY during the course of the project.

Compensation for additional services which may be required of the Consultant shall be paid as a lump sum amount agreed to through re-negotiation if the Scope of Services described in the original contract is changed. **See Attachment "D" Compensation for Additional Professional Services.**

Once a month, the CONSULTANT shall submit to the CITY a Partial Request for Payment filled out and signed by the CONSULTANT covering the work completed as of the date of the Partial Request for Payment, and accompanied by such supporting documentation as is required by the Contract documents. The Partial Request for payment shall not exceed 90% of the total amount certified for payment. CITY shall retain 10% of the amount of each partial payment until final completion each phase of work covered under his contract. Therefore, final payment shall be 10% of the total construction phase amount, or $3,000 whichever is greater, and which payment is to be made by the CITY to the CONSULTANT upon submission of all completion of project documentation, and one set of "As-Built" reproducibles, acceptance of the project and Form Letter for Engineering Completion Report.

VI. Additional Services:

All work performed by CONSULTANT, which is either described in this paragraph or not included in the "Scope of Services" shall constitute additional services. These shall include:

a. Travel and subsistence to points other than CONSULTANT's or CITY offices and project site.
b. Copies of final reports, studies, drawings and other data in excess of sets required in Basic services.
c. Other services not otherwise included in this contract or not customarily furnished in accordance with generally accepted engineering practice.

THE CONSULTANT SHALL NOT PERFORM ANY WORK WHICH CONSTITUTES ADDITIONAL SERVICES UNTIL IT HAS RECEIVED WRITTEN AUTHORIZATION FROM THE CITY.

VII. Termination and/or Suspension of Work:

A. Right of Either Party to Terminate:

This Contract may be terminated by either party for substantial failure by the other party to perform (through no fault of the terminating party) in accordance with the terms of this Contract. The terminating party must issue a signed, written notice of termination (citing this paragraph) to the other party which shall take effect on the tenth day following receipt of said notice, provided the other party has not cured the substantial failure to perform.

B. Right of CITY to Terminate:

The City of Laredo reserves the right to terminate this Contract for reasons other than substantial failure by the CONSULTANT to perform by issuing a signed, written notice of termination (citing this paragraph) which shall take effect on the twentieth day following receipt of said notice or, after receipt of said notice and upon the scheduled completion date of the performance phase in which the CONSULTANT is then currently working, whichever effective termination date occurs first.

C. Right of CITY to Suspend Giving Rise to Right of CONSULTANT to Terminate:

The City of Laredo reserves the right to suspend this Contract at the end of any Phase for any reason by issuing a signed, written notice of suspension (citing this paragraph) which shall take effect on the tenth day following receipt of said notice by the CONSULTANT. The suspension notice will outline the reasons for the suspension and the anticipated duration of the suspension but will in no way guarantee the total number of days suspended. Equitable adjustments to the terms of the contract will be addressed in the event the duration of the suspension exceeds ninety (90) days.

The CONSULTANT is hereby given the right to terminate this Agreement in the event that the City suspends this Contract. CONSULTANT may exercise this right to terminate by issuing a signed, written notice of termination (citing this paragraph) to the CITY at any time after the effective suspension date. This termination shall be effective immediately upon receipt of said notice by the CITY.

D. Procedures CONSULTANT to follow upon receipt of Notice of Termination if issued by the CITY:

Upon receipt of a notice of termination and prior to the effective date of the termination, the CONSULTANT shall, unless the notice otherwise directs, immediately begin the phase-out and discontinue all services in connection with the performance of this Contract and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Contract. Within thirty (30) days after receipt of the notice of termination, the CONSULTANT shall submit a statement, showing in detail the services performed under this Contract prior to the effective date of termination.

Copies of all completed or partially completed specifications and reproducibles of all completed or partially completed design and plans prepared under this Contract prior to the effective date of termination shall be delivered to the CITY as a pre-condition to final payment. These documents shall be subject to the restrictions and conditions set forth in VII above.

Upon the above conditions having been met, the CITY shall pay within thirty (30) days of the receipt of the CONSULTANT's invoice that proportion of the prescribed fee which the services actually performed under this Contract bear to the total services called for under this Contract less previous payments of the fee.

Failure by the CONSULTANT to comply with the submittal of the statement and documents as required above shall constitute a waiver by the CONSULTANT of any and all rights or claims to collect monies that CONSULTANT may rightfully be entitled to for services performed under this Contract.

E. Procedures CONSULTANT to follow upon receipt of Notice of Suspension if issued by the CITY:

1. Upon receipt of a notice of suspension and prior to the effective date of the suspension, the CONSULTANT shall, unless the notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Contract and shall proceed to promptly cancel all existing orders and contract insofar as such orders and contracts are chargeable to this Contract.

   CONSULTANT shall prepare a statement showing in detail the services performed under this Contract prior to the effective date of suspension.

   Copies of all completed or partially completed designs, plans and specifications prepared under this Contract prior to the effective date of suspension shall be prepared for possible delivery to the CITY but shall be retained by the CONSULTANT until such time as CONSULTANT may exercise the right to terminate.

   During the period of suspension, CONSULTANT shall have the option to at any time submit the above referenced statement to the City for prompt payment of that proportion of the prescribed fee which the services actually performed under this Contract bear to the total services called for under this Contract, less previous payments of the fee.

2. In the event that CONSULTANT exercises his right to terminate at any time after the effective suspension date, within thirty (30) days after receipt by the CITY of CONSULTANT's notice of termination CONSULTANT shall submit (if it has not previously done so) the above referenced statement showing in detail the services performed under this Contract prior to the effective date of suspension.

   Additionally, the above referenced copies of documents shall be delivered to the CITY as a pre-condition to final payment.

   Upon the above condition being met, the CITY shall promptly pay the CONSULTANT that proportion of the prescribed fee which the services actually performed under this Contract bear to the total services called for under this Contract, less previous payments of the fee.

   Failure by the CONSULTANT to comply with the submittal of the statement and documents as required above shall constitute a waiver by the CONSULTANT of any and all rights or claims to collect monies that CONSULTANT may rightfully be entitled to for services performed under this Contract.

VIII. CONSULTANT's Insurance and Warranty:

Insurance: The CONSULTANT shall procure and maintain insurance for protection from claims and workman's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

The CONSULTANT warrants that he has not employed or retained any company or person other than a bona fide employee working solely for the CONSULTANT to solicit or secure this contract, and that he has not for the purpose of soliciting or securing this contract paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach of this warranty, the City shall have the right to terminate this contract under the provisions of VII above.

IX. Changes in Scope of Services:

The CITY, may, from time to time, request changes in the approved plans and Scope of Services to be performed by the CONSULTANT hereunder and if such changes are agreed to by the CONSULTANT, they shall be included as written amendments to this contract.

X. Subletting or Assigning of Contract:

The "CITY" does not allow, permit, negotiate, authorize nor approve any assignment of contract proceeds between the "CITY", the "CONSULTANT", and/or with a bank, lending institution or any type of financial institution either before, during or after a contract award.

The "CITY" agrees to pay the "CONSULTANT" for specified services as stated in the agreed contract.

The "CITY" does not agree to pay any additional party either jointly or separately for the contract.

XI. CONSULTANT's Responsibility & Liability:

Acceptance and approval of the final plans by the CITY shall not constitute nor be deemed a release of the responsibility and liability of the Consultant for the accuracy and competency of its designs, working drawings, specifications, or other documents and work performed under this contract. No approval or acceptance by or in behalf of the CITY shall be deemed to be an assumption of such responsibility by the CITY for any defect, error, or omission in the said designs, working drawings, specifications or other documents as prepared by the CONSULTANT.

The CONSULTANT further agrees to perform any re-designs, required as a result of the CONSULTANT's development of the designs, plans, specifications, or documents which are a result of CONSULTANT's negligence.

Re-designs required or occasioned after completion and acceptance by CITY of the Design Phase, for the convenience of the CITY shall be paid for as provided and prescribed hereinafter under Additional Services of the CONSULTANT.

XII. Indemnification:

CONSULTANT shall and does hereby agree to indemnify and hold harmless the CITY from any and all damages, loss or liability of any kind, whatsoever, by reason, of injury to third person occasioned by any negligent act, error, or omission of CONSULTANT, its officers, agents, employees, or other persons for whom CONSULTANT is legally liable, in rendering or failing to render professional services with regard to the performance of this Contract. The CONSULTANT will at own cost and expense defend and protect the CITY against any and all such claims and demands. The CONSULTANT's liability to the CITY under this provision shall in no event exceed the amount of the total compensation received by the CONSULTANT for services hereunder.

XIII. Severability:

If for any reason, any one or more paragraphs of this contract are held invalid, such judgment shall not affect, impair, or invalidate the remaining paragraphs of the contract but be confined in its operations the specific section, sentences, clauses, or parts of this contract held invalid and invalidity of any section, sentence, clause or parts of this contract in any one or more instance, shall not affect or prejudice in any way the validity of this contract in any other instance.

XIV. Interest of CONSULTANT:

The CONSULTANT agrees that it has no interests, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract.

XV. Owner of Documents:

All documents including the original drawings, estimates, specifications, field notes and data will remain the property of the CONSULTANT as instruments of service. However, it is to be understood that the CITY shall have free access to all such information with the right to make and retain copies of drawings and all other documents including field notes and data. Any re-use without specific written verification or adaptation by CONSULTANT will be at CITY's sole risk and without liability or legal exposure to CONSULTANT. Any such verification or adaptation may entitle CONSULTANT to further compensation at rates to be agreed upon by the CITY and CONSULTANT.

XVI. Equal Employment Opportunity/Minority Business Enterprise:

The CONSULTANT agrees not to engage in employment practices which have the effect of discriminating against any employee or applicant for employment and will take affirmative steps to ensure that applicants and employees are treated during employment without regard to their race, color, religion, national, origin, sex, age, handicap, or political belief or affiliation. Specifically, the CONSULTANT agrees to abide by all applicable provisions of the Non-discrimination Clause as

contained in the City of Laredo's current Affirmation Action Plan on file in the City Secretary's Office. In the event non-compliance occurs, the CONSULTANT, upon written notifications by the CITY will commence compliance procedures within thirty (30) days.

XVII. Political Interests in this Contract:

No employee of the CITY shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; provided, however, that this provision shall not be constructed to extend to this contract if made with a corporation for its general benefit.

XVIII. CONSULTANT represents that the services under this Agreement shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other professional CONSULTANT under similar circumstances at the time the services are performed. No other representations to CITY express or implied, and no warranties or guarantees are included or intended in the Agreement, or in any report, opinion, document or otherwise.

CONSULTANT shall be responsible to CITY for CONSULTANT services and the services of its subcontractors. CONSULTANT shall not be responsible for the acts or omissions of other parties engaged by CITY. CONSULTANT shall have no responsibility for construction means, methods, sequences, techniques or health and safety precautions and programs of the Construction Contractor(s), including construction site safely, all of which shall remain the sole responsibility of the Construction Contractor(s).

XIX. CONSULTANT will review information provided by the construction contractor that is incorporated in record drawings or other record documents. CONSULTANT or authorized representative will verify with the contractor the information presented in field mark-ups for accuracy, completeness and compliance with CONSULTANT designed plans and specifications before producing final as built information.

XX. CONSULTANT opinion of probable project costs represents the CONSULTANT's best judgment as an entity familiar with the construction industry. CONSULTANT does not warrant or represent that bids or negotiated prices will not vary from CONSULTANT's opinion of probable project costs.

XXI. CITY grants to CONSULTANT, and, if the project site is not owned by CITY, warrants that permission has been granted for, a right of entry from time to time by CONSULTANT, its employees, agents and subcontractors, upon the project site for the purpose of providing the Services. CITY recognizes that the use of investigative equipment and practices may unavoidable alter the existing site conditions and affect the environment in the area being studied, despite the use of reasonable care.

XXII. Consequential Damages:

Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willfull misconduct, negligent act or omission, or other wrongful act of either of them.

XXIII. Entire Contract:

This Contract represents the entire and integrated Contract between the CITY and the CONSULTANT and supersedes all prior negotiations, representations, or Contracts, either oral or written. This Contract may be amended only by written instrument signed by both the CITY and CONSULTANT.

IN WITNESS WHEREOF, the City of Laredo has lawfully caused those presents to be executed by the hand of the City Manager of said CITY, and the corporate seal of said CITY to be hereunto affixed and this instrument to be attested by the City Secretary, and this CONSULTANT, acting by the hand of **(Typed Name)** _____
Thereunto authorized **(Title)** _____
does now sign, executed and deliver this document.

DONE AT LAREDO, TEXAS, on this _____ day of _____ 2010.

_____ CONSULTANT
ATTEST:

_____ _____
Authorized Signature

_____
Typed Name and Title
Company's Name

ATTEST: CITY OF LAREDO

_____ _____
GUSTAVO GUEVARA, JR., Carlos Villarreal, City Manager
City Secretary
Date: _____ Date: _____

ATTACHMENT "A"
SCOPE OF SERVICES

Project: **Provide Surveys, Design, and Preparation of plans and specifications and cost estimates for the Hazardous Material Containment Facility at the World Trade International Bridge**

Consulting Engineering Services to include Design, Surveys & Preparation of final plans Specifications for the project and shall include but not limited to the following:

A. Preliminary Phase:

1. Coordinate all work with each utility company and identify major conflicts.
2. Perform all necessary surveys within street right-of-way and where necessary site topography requested in the design of the project.
3. Consider in the design and include in the drawings, drainage, water, sanitary sewer and related improvements necessary to complete the project.
4. Plan and coordinate foundation investigation, soil borings, and other tests required for design of the project.
5. The Consultant shall prepare and furnish six (6) sets of reports and four (4) sets of preliminary plans and specifications and related cost estimates. Separately, the Consultant shall furnish the utility companies sets of the necessary drawings during the coordination of the project.
6. Comply with the Americans with Disabilities Act (ADA) Requirements.

B. Design Project.

Upon the City approving the preliminary plans, the Consultant shall proceed in preparing final construction plans, specifications, and contract documents.

1. Drawings to include but not be limited to the following:
   a. Title sheet
   b. Location site plan
   c. Plan sheets which includes hydrogical date in subsurface investigation if required for design
   d. Plan and profile sheets on scale 1" = 50' horizontal 1" = 5' vertical for paving and related storm drainage, water and sewer improvements.
   e. Basis of estimates sheets (Plan quantities)
   f. Construction staking: set required stakes and preparation of cut sheets for all proposed construction.
2. Submit forty (40) sets of plans and specifications and contract documents and twenty (20) CD's.
3. Evaluate bids received and submit recommendations, prepare bid tabulation. Assist in the preparation of formal construction contract document.

C. Construction Phase: Perform basic services during the construction of the project. Construction observation, reviewing, and approving shop drawings and contractor's estimates. Conduct in company with the City a final inspection of the project for conformance with the design of the project and compliance with plans and specifications and approve, in writing, final payment to the contractor. Provide one set of reproducible record drawings. (As-Built) in Mylars and in digital forma and submit Form Letter for Engineering Completion Report.

The proposed scope of services include, but not limited to:

The project will construct a hazardous material containment facility within the confines of the World Trade International Bridge, U.S. facilities, which will capture and contain any hazardous material that is spilled by a leaking commercial vehicle within the U.S. facilities.

The project includes the construction of a new double pull-through hazardous material containment facility, including two concrete collection pits, masonry side and divider walls, a structural steel canopy, concrete approach and departure pavement, lighting, fire sprinkler system, and potable water connection. Construction of this facility will additionally require roadway/structural/trench excavation, backfill, site grading, concrete coatings, and metal decking on the canopy.

A/E fee breakdown is as follows:

Design Phase	$83,473.40
Bid Phase	$12,953.10
Construction Phase	$17,399.10
Additional Services – Design Phase (Agency coordination, borings and geotech, site survey coordination)	$32,443.80
Copies, Reprographics and Travel Expenses	$6,712.20
Construction Observation	$11,318.40
Total Fee	$164,300.00

Design work is to be approximately six (6) months after the location and orientation of the facility has been selected.

ATTACHMENT "B"
PRODUCTION SCHEDULE

Project: **Provide Surveys, Design and Preparation of Plans and Specifications and Cost Estimates for the Hazardous Material Containment Facility at the World Trade International Bridge**

The CONSULTANT agrees to complete the various phases of work under this contract in accordance with the schedule set forth as follows:

1. **PRELIMINARY PHASE REPORT:**
PHASE A: (40% OF 50%):
The CONSULTANT shall commence work upon written authorization from the CITY to proceed with this phase of work to provide a feasibility report, and agrees to complete all work required in:

_____CALENDAR DAYS

PHASE B: (60% of 50%)
The CONSULTANT shall commence work upon written authorization from the CITY to proceed with this phase of work to provide a preliminary design and plans and specifications, and agrees to complete all work required in

_____CALENDAR Days

2. **DESIGN PHASE: (50%)**
The CONSULTANT shall commence work upon written authorization from the CITY to proceed with this phase of work to provide final design and plans and specifications with bid documents and cost estimate, and agrees to complete all work required in;

_____CALENDAR DAYS

The total calendar days authorized for this Agreement from the date of authorization by the CITY to proceed is: (1) + (2)_____

Not included within the calendar days for completion shall be the number days expiring from the date of submittal to the CITY of the review documents to the date the review is completed and comments returned to the CONSULTANT.

3. **CONSTRUCTION PHASE:**

The Consultant shall provide a construction contract schedule and include in bid documents.

ATTACHMENT "C"
COMPENSATION FOR PROFESSIONAL SERVICES RELATED TO BASIC CONTRACT

Project: **Provide Surveys, Design and Preparation of Plans and Specifications and Cost Estimates for the Hazardous Material Containment Facility at the World Trade International Bridge**

1. For the purpose of establishing portion of the basic fee for separate phases, the following percentage allocations of fee shall apply:

PHASE	PERCENT OF TOTAL FEE
Preliminary phase A & B	30%
Design Phase	50%
Construction Phase	20%

Method of Payment:
Payment shall be made to the Consultant based upon the several phases as described heretofore and in accordance with the following:

a. Preliminary Phase A & B - the total amount due the Consultant under the Preliminary Phase shall be payable after approval and acceptance of this Phase by the City.

b. Design Phase - the total amount due to the Consultant under the Design Development Phase shall be payable after approval and acceptance of this Phase by the City.

c. Construction Phase - payment for the Construction Phase will be made in monthly installments for this Phase in proportion to the construction work completed by the construction contractor. The final payment to be made by the City to the Consultant

2. The Consultant may upon written authorization from the City Engineer, request partial payments for work performed for the various phases upon the furnishing of satisfactory evidence and breakdown of actual time spent in the partial completion of the work.

3. The Consultant shall be compensated on the basis described in Section V for basic services included in this Agreement. For additional services, compensation shall be negotiated in accordance with Attachment "D."

4. The final payment to be made by the City to the Consultant will be payable upon submission of the "Plan of Record" plans.

ATTACHMENT "D"
COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

Project: **Provide Surveys, Design and Preparation of Plans and Specifications and Cost Estimates for the Hazardous Material Containment Facility at the World Trade International Bridge**

The fee described in Section V of this contract for this project shall provide compensation to the Consultant for all services called for under this Agreement to be performed by him or under his direction except the services as set forth below. These additional services and the compensation to be paid by the City to the Consultant for their performance when authorized in writing by the City Engineer are set forth as follows:

1. Assistance to the City as an expert witness in any litigation with third parties, arising from the development or construction of the project including the preparation of engineering data and reports. The Basis of Compensation for the following Additional Services shall be:

   A. Negotiated hourly rate for testimony of principles.
   B. Salary cost times a multiplier of 2.5 for services other than testimony of principles.
   C. Reimbursement for non-labor expense and subcontract expense at invoice cost plus a 10% service charge. The basis of compensation for the following additional services shall be based on an amount renegotiated (fixed fee) through an agreement with the City.

2. Restaking all destroyed hubs and checking alignment of existing hubs. Elevations of all hubs shall be re-established. Restaking shall be done as required, and a cut sheet based on such restake shall be prepared.

3. Preparation of all applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

4. Revising previously accepted studies, reports, design documents, or Contract Documents when such revisions are due to causes beyond Consultant's control.

ATTACHMENT "D" CONTINUED
COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

5. Preparing documents for alternate bids requested by the City.
6. Investigations involving detailed consideration of operations, maintenance and overhead expenses.
7. Providing value engineering during the course of design.
8. Preparation of feasibility studies not required in the base contract.
9. Cash flow and economic evaluations, rate schedules and appraisals.
10. Detailed quantity surveys of material, equipment and labor.
11. Audits or inventories required in connection with construction performed by the City.
12. Services after the award of each contract in evaluating substitutions not specified in an " or equal" proposed by the Contractor(s) as authorized by the City.
13. Making revisions to Drawings and Specifications occasioned by substitutions.
14. Services during out-of-town travel required of Consultant.
15. Additional services during construction made necessary by
    (1) work damaged by fire or other cause during construction,
    (2) a significant amount of defective or neglected work of contractor(s).
    (3) acceleration of the progress schedule required by the City involving services beyond normal working hours, and (4) default by contractor(s).
16. Preparation of operating and maintenance manuals.
17. Additional or extensive assistance after initial start-up in the utilization of any equipment or system (such as post initial startup testing, adjusting and balancing).
18. Training personnel for operation and maintenance
19. Services after the completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantee called for in any contract for the Project.
20. Actual performance of test borings and other soil or foundation in-vestigations and related analysis.
21. Detailed mill, shop and/or laboratory inspection of materials or equipment.
22. Additional copies of reports, drawings, and specifications over the number specified in the base contract.
23. Providing renderings or models for City use.
24. Project aerial mapping.
25. Surveying services other than those required for the successful completion of the design of the project.

EXHIBIT "I"
HOURLY RATE

Project: **Provide Surveys, Design and Preparation of Plans and Specifications and Cost Estimates for the Hazardous Material Containment Facility at the World Trade International Bridge**

Position	Hourly Rate
Principal	$_____
Registered Engineer	$_____
Design Engineer	$_____
Planner	$_____
Registered Surveyor	$_____
Senior Draftsman	$_____
Draftsman	$_____
Engineering Technician	$_____
Design Technician	$_____
Secretary	$_____
Administrative Assistant	$_____
Field Party (2-man)	$_____
Field Party (3-man)	$_____
Field Party (4-man)	$_____
Project Representative	$_____
Project Coordinator	$_____

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTION
12/06/10	Award of construction contract to the sole bidder Leyendecker Construction, Inc., Laredo, Texas, in the amount of $1,700,000.00 for the World Trade/Colombia Solidarity Bridges Port of Entry Refrigerated Inspection Facilities with a construction contract time of one hundred twenty (120) calendar days; and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. Funding is available in the Capital Improvement Fund and Bridge Series 2005 Bond.

INITIATED BY:	STAFF SOURCE:
Carlos Villarreal, City Manager	Rogelio Rivera, P.E., City Engineer Mario Maldonado, Bridge Manager

PREVIOUS COUNCIL ACTION:
None.

BACKGROUND:
The City of Laredo is proposing two Cold Storage Inspection Facilities (World Trade and Colombia Solidarity Bridges) at the current Customs and Border Protection (CBP) import lots. Each cold storage inspection facility will be approximately 6,000 square feet. Included in the project will also be a new drainage, power and lighting to accommodate the proposed refrigerated units.

Plans and specifications were prepared by Frank Architects, Inc., Laredo, Texas.

One (1) bid was received at the City Secretary's Office at 4:00 P.M. on Wednesday, November 17, 2010, and publicly opened, read, and taken under advisement on Thursday, November 18, 2010, at 11:00 P.M. as follows:
A second bid was received late and returned to contractor un-opened.

Contractor (Bidder)	Base Bid	Additive Alternate No. 1 (Contractor to supply and install "Handle It" Guard Rail System – Double Rail System to the exterior of the Cold Storage Inspection Units (World Trade/Colombia Solidarity Bridge Sites)
Leyendecker Construction, Inc. Laredo, Texas	$1,675,000.00	$25,000.00

The bid and bid bonds for Leyendecker Construction, Inc., Laredo, Texas, were checked and found to be in order. Staff therefore recommends award in the amount of $1,700,000.00 (base bid and additive alternate no. 1) to the sole bidder Leyendecker Construction, Inc., Laredo, Texas.

Bid submitted by Leyendecker Construction, Inc., herewith attached.

Construction contract time is one hundred twenty (120) calendar days after notice to proceed is issued.

FINANCIAL IMPACT:
Funding is available in the Capital Improvement Fund and Bridge Series 2005 Bond.
Account No. 402-4323-535-4010
Account No. 553-4065-535-9201

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
Approved by the Finance Committee on Wednesday, December 1, 2010.	Approval of Motion.

BID PROPOSAL

To: The City of Laredo, Texas
Honorable Raul G. Salinas, Mayor

From: Leyendecker Construction, Inc.
Contractor

Address: P.O. Box 1827 / 4220 Sanders

Laredo, Texas 78044-1827

World Trade/Colombia Solidarity Bridges Port of Entry Cold Storage Inspection Project

Pursuant to Notice to Bidders, the undersigned hereby proposes to furnish the labor, materials, and equipment in accordance with the Plans and Specifications, General Conditions of the Agreement, Special Provisions of the Agreement, and Addenda, if any The bidder binds himself upon acceptance of his proposal to execute a contract and bonds on the accompanying form for performing and completing the said work within the time stated and as required by the detailed Construction Documents and Specifications. Having examined the project documents and agreeing to conform to the project documents, we enclose herewith bid security in the amount of 5% of the Base Bid Amount and submit the following:

The Contractor agrees to complete the entire project within 120 calendar days of the contractor's receipt of the Notice to Proceed including Base Proposal and all selected Alternates listed below.

Contractor to incorporate into Base Bid Section 01210 Price and Payment Procedures Allowances. The Allowances are considered "allowance and betterment funds" in addition to work/ items already described and documented in the construction documents and specifications. The base bid includes all project work

TOTAL BASE BID

Base Proposal Total Price : ONE MILLION SIX HUNDRED SEVENTY FIVE THOUSAND Dollars ($ 1,675,000.00)

ALTERNATES:

Alternate Bid No. 1

Contractor to supply and install " Handle It" Guard Rail System – Double Rail System to the exterior of the Cold Storage Inspection Units (World Trade/ Colombia Solidarity Bridge Sites) as illustrated on the construction documents and as outlined in the specifications.

(Add) TWENTY FIVE THOUSAND

Dollars ($ 25,000 00)

Acknowledgment of Addenda: (Please initial and date)

Addendum No. 1: 11-11-2010

Addendum No. 2:

Addendum No. 3:

Addendum No. 4:

Acknowledgment of other documents: (Please initial and date)

Wage Determination: 11-17-2010

Labor Provisions: 11-17-2010

Affirmative Action Program: 11-17-2010

BID NOTES:

1. All amounts shall be shown in figures and words. In case of discrepancy, the amount shown in words shall govern.

2. The City of Laredo reserves the right to award the Base Bid with any combination of deductive alternatives, as stated.

Form of Non-Collusive Affidavit

AFFIDAVIT

STATE OF TEXAS { }
COUNTY OF WEBB { }

Gary A. Leyendecker, P.E.

being first duly sworn, deposes and says
That he is President
(a Partner of Officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the City of Laredo or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of Gary Leyendecker, P.E.

Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

Subscribed and sworn before me this 17th day of NOvember, 2010.

R. Linda Canales
Notary Public

R. LINDA CANALES
Notary Public, State of Texas
My Commission Exp. 11-14-2012

My Commission expires 11.14.12

INFORMATION FROM BIDDERS
MUST BE COMPLETED AND SUBMITTED WITH BID PROPOSAL

Statement of Qualifications: (Similar Projects Completed by Bidder)

The bidder shall give below a list of similar projects which he/she has completed within the last five (5) years. Failure of Bidder to list a history of a minimum of 3 similar projects successfully completed will be cause for disqualification.

1. Owner: _____

   Address: _____

   Project: _____

   Date Completed _____ Total Cost: _____

   Reference: _____

2. Owner: United Independent School District

   Address: 3501 E. Saunders Laredo, Texas 78041

   Project: United High School - Kitchen w/full service cooler/freezer

   Date Completed Aug. 2009 Total Cost: $52,093,890.00

   Reference: Mr. Enrique Rangel, P.E. (956)473-7956

3. Owner: Rio Grande City Consolidated Independent School District

   Address: Fort Ringgold, Rio Grande City, Texas 78582

   Project: Rio Grande City C.I.S.D. High School w/Full Service cooler/freezer

   Date Completed Aug. 2010 Total Cost: $42,293,671.78

   Reference: Thelma Ramey (956)821-7114

4. Owner: La Joya Independent School District

   Address: 201 C N. Stadium Drive, La Joya, Texas 78560

   Project: La Joya High School

   Date Completed NOv. 2010 Total Cost: $57,413,000.00

Reference: Mr. Daniel Garza (956)580-8868

5. Owner: _____

Address: _____

Project: _____

Date Completed _____ Total Cost: _____

Reference: _____

6. Owner: _____

Address: _____

Project: _____

Date Completed _____ Total Cost: _____

Reference: _____

7. Owner: _____

Address: _____

Project: _____

Date Completed _____ Total Cost: _____

Reference: _____

8. Owner: _____

Address: _____

Project: _____

Date Completed _____ Total Cost: _____

Reference: _____

Experience Data: (Include name and experience record of the Superintendent)

United High School - 2009 - 2010 Mr. Antonio Buentello Cuellar, Proj. Mgr./ Superintendent

Rio Bravo Bk. Plant
1995 - 2009

City of Laredo World Trade Bridge -Mr. Antonio Buentello, Project Superintendent

Financial Status: A confidential financial statement will be submitted by the apparent successful low Bidder only if the Owner deems it necessary.

PROPERTY OF THE CITY OF LAREDO
FOR OFFICIAL USE ONLY
Return documents to City of Laredo when no longer needed

Proposed Progress Schedules:

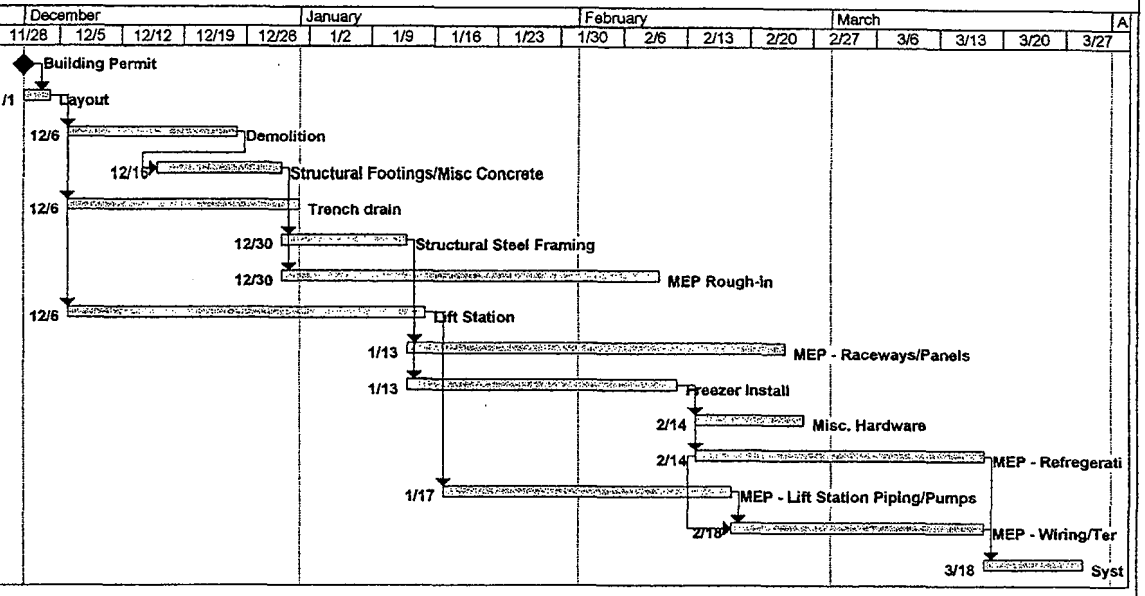
SEE ATTACHED

PROPERTY OF THE CITY OF LAREDO
FOR OFFICIAL USE ONLY
Return documents to City of Laredo when no longer needed

World Trade Bridge/Colombia Bridge
Cold Storage Inspection

Wed 11/17/10

ID	Task Name	Duration	Start	Finish
1	Building Permit	0 days	Wed 12/1/10	Wed 12/1/10
2	Layout	3 days	Wed 12/1/10	Fri 12/3/10
3	Demolition	15 days	Mon 12/6/10	Fri 12/24/10
4	Structural Footings/Misc Concrete	10 days	Thu 12/16/10	Wed 12/29/10
5	Trench drain	20 days	Mon 12/6/10	Fri 12/31/10
6	Structural Steel Framing	10 days	Thu 12/30/10	Wed 1/12/11
7	MEP Rough-in	30 days	Thu 12/30/10	Wed 2/9/11
8	Lift Station	30 days	Mon 12/6/10	Fri 1/14/11
9	MEP - Raceways/Panels	30 days	Thu 1/13/11	Wed 2/23/11
10	Freezer Install	22 days	Thu 1/13/11	Fri 2/11/11
11	Misc. Hardware	10 days	Mon 2/14/11	Fri 2/25/11
12	MEP - Refregeration Equipment	24 days	Mon 2/14/11	Thu 3/17/11
13	MEP - Lift Station Piping/Pumps	24 days	Mon 1/17/11	Thu 2/17/11
14	MEP - Wiring/Terminations	20 days	Fri 2/18/11	Thu 3/17/11
15	System Controls/Start-up	7 days	Fri 3/18/11	Mon 3/28/11



BID BOND **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**
Hartford, Connecticut 06183

KNOWN ALL BY THESE PRESENTS, That we, Leyendecker Construction Inc. , as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto City of Laredo, as Obligee, in the sum of Five Percent (5%) of Amount Bid by Principal Dollars ($Five Percent (5%) of Amount Bid by Principal) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for World Trade/Colombia Solidarity Bridges Port of Entry Cold Storage Inspection Project ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 17 day of November , 2010.

Leyendecker Construction Inc.
(Principal)

By: _____

Travelers Casualty and Surety Company of America

By: Kerry J. Woods
Kerry J. Woods, Attorney-in-Fact

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 222582 Certificate No. 003743617

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Betty J. Baxter, Lee Anna Biesenbach, Kevin G. Keetch, Donna Kauf, Kerry J. Woods, Tracie Henderson, and Lonna Pokrant

of the City of Corpus Christi, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 28th day of June, 2010.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: George W. Thompson, Senior Vice President

On this the 28th day of June, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

Marie C. Tetreault, Notary Public

58440-4-09 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

ST PAUL TRAVELERS

IMPORTANT NOTICE

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may contact Travelers Casualty & Surety Company of America, Travelers Casualty & Surety Company, Travelers Indemnity Company, Standard Fire Insurance Company and/or Farmington Casualty Company for information or to make a complaint at:

Travelers Bond
Attn: Claims
1500 Market Street
West Tower, Suite 2900
Philadelphia, PA 19102

(267) 675-3057
(267) 675-3102 Fax

You may contact the Texas Department of Insurance to obtain the information on companies, coverages, rights or complaints at:

Texas Department of Insurance
P.O. Box 149104
Austin, TX 78714-9104

(800) 252-3439

ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253-021, Government Code, and Section 53.202, Property Code, effective September 1, 2001.

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTION
12/06/10	Consideration for approval to ratify the award of a professional services contract to Frank Architects, Inc., Laredo, Texas, for an amount not to exceed $91,500.00 for design and preparation of plans and specifications for the World Trade/Colombia Solidarity Bridges Port of Entry Refrigerated Inspection Facilities. Funding is available in the Capital Improvement Fund and 2005 Bond.

INITIATED BY:	STAFF SOURCE:
Carlos Villarreal, City Manager	Rogelio Rivera, P.E., City Engineer Mario Maldonado, Bridge Manager

PREVIOUS COUNCIL ACTION:
None.

BACKGROUND:
The proposed scope of services is to include, but not limited to:

The proposed scope of work includes a design development documents, construction documents and construction administration for a Cold Storage Inspection Facility to be located at the Colombia Solidarity and World trade Bridge Port of Entries. Cold storage inspection facility size and configuration is based on the approved preliminary design. Scope of work also includes structural, mechanical, electrical and plumbing consultant work associated with the project.

Design work is to be done on a fast track basis approximately two (2) months.

FINANCIAL IMPACT:
Funding is available in the Capital Improvement Fund and 2005 Bond.
Account No. 402-4323-535-4010

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
Approved by the Finance Committee on Wednesday, December 1, 2010.	Approval of Motion.

PROFESSIONAL SERVICES CONTRACT

STATE OF TEXAS **Agenda Item: December 6, 2010**

COUNTY OF WEBB

CITY OF LAREDO

Contract to Provide Surveys, Design, and Preparation of Plans and Specifications and Cost Estimates

PROJECT NAME: World Trade/Colombia Solidarity Bridges Port of Entry Refrigerated Inspection Facilities

This Contract made and entered into in Laredo, Webb County, Texas, between the City of Laredo, a Municipal Corporation in the State of Texas, hereinafter termed "CITY", and

Frank Architects, Inc.
901 Victoria, Suite A
Laredo, Texas 78040
(956)725-7418

hereinafter termed "CONSULTANT," a professional firm duly licensed and practicing under the laws of the State of Texas, said Contract being executed by the CITY pursuant to the City Charter and Ordinances and Resolutions of the City Council and by said CONSULTANT for professional services hereinafter set forth in connection with the above designated project for the City of Laredo.

I. The CONSULTANT shall NOT commence work on this proposed Project until he has been thoroughly briefed on the scope of this Project and has been notified in writing to proceed.

The CONSULTANT, in consideration for the compensation herein provided, shall render the professional services contract necessary for the development of the Project to final completion, per **Attachment "B"** Production Schedule including designs, reports, and special and general conditions or instructions, as acceptable to the CITY, or its duly authorized representative, subject to all other provisions of this Contract.

The CONSULTANT shall be represented by a registered professional licensed to practice in the State of Texas at any review meetings where specifically requested by the CITY, which may include but not limited to scope of services meetings, staff review meetings, and meetings for acceptance of the project, and for permits subject to the approval of municipal, State, and federal agencies, where applicable. All Plans submitted for review shall bear the seal of a registered professional, as required.

II. Basic Services:

The CONSULTANT shall perform his obligations and Basic Services necessary for the development of the project as described, but not limited to, in **Attachment "A," Scope of Services.** The Scope of Services provides a description of all tasks required to perform the project and is based on the understanding of the CITY's desires and objectives for this project.

III. Personnel:

The CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the services for which it is responsible under this contract. Such personnel will not be employees of the CITY.

IV. Period of Performance:

Contract time is to be on a fast track basis approximately two (2) months (Attachment "B).
If upon review of the work, corrections, modifications and/or alterations are required of the CONSULTANT, these items shall be completed by the CONSULTANT before the work is approved. However, the CITY shall authorize extensions of the time should there be delays due to reasons beyond the control of the CONSULTANT. Such time extensions shall be equivalent to the amounts of delays incurred. Review time by the CITY will not be charged against CONSULTANT's contract time.

In the performance of the various phases of this contract the CONSULTANT shall contact the various utility coordinators for request of the most current available utility records; and the CITY and other governmental entities for particular or peculiar problems which may arise.

The CONSULTANT shall not be liable or responsible for any delays due to strikes, riots, acts of God, national emergency, acts of the public enemy, governmental restrictions, laws, or regulations, or any other causes beyond the CONSULTANT's reasonable control. Within thirty (30) days from the occurrence of any event for which time for performance by CONSULTANT should be significantly extended under this provision, CONSULTANT may give written notice thereof to the CITY stating the reason for such extension and the actual or estimated time thereof.

This contract shall remain in force for a period which may reasonably be required for the completion of the project, including any extra work and required extensions thereto, unless discontinued as provided for elsewhere in this contract.

The CONSULTANT shall furnish upon completion of the work herein described in the "Scope of Services" forty (40) sets and twenty (20) CD's of the plans and specifications of the project for distribution by the City of Laredo.

V. Compensation and Payment:

The CITY shall pay CONSULTANT for the performance of services as out-lined in this Contract, a fee computed on the basis of an hourly billing rate for all of the CONSULTANT's personnel engaged on the work, plus reimbursable expenses. The hourly billing rates shall be in accordance with billing schedule in **Exhibit I.** Reimbursable expenses shall include costs for travel, subsistence, telephone, reproduction of reports and exhibits, computer time charges, and miscellaneous expenses directly related to the project.

An amount of **ninety-one thousand five hundred dollars and no cents ($91,500.00)** will not be exceeded without written authorization by the CITY. Said fee will include payroll costs and direct non-labor expenses. **See Attachment "C" for compensation.**

Monthly billings on duly certified work, which is work certified for payment to employer and principles, and expense evidenced by invoices for work performed during the preceding four week accounting period will be submitted to the CITY during the course of the project.

Compensation for additional services which may be required of the Consultant shall be paid as a lump sum amount agreed to through re-negotiation if the Scope of Services described in the original contract is changed. **See Attachment "D" Compensation for Additional Professional Services.**

Once a month, the CONSULTANT shall submit to the CITY a Partial Request for Payment filled out and signed by the CONSULTANT covering the work completed as of the date of the Partial Request for Payment, and accompanied by such supporting documentation as is required by the Contract documents. The Partial Request for payment shall not exceed 90% of the total amount certified for payment. CITY shall retain 10% of the amount of each partial payment until final completion each phase of work covered under his contract. Therefore, final payment shall be 10% of the total construction phase amount, or $3,000 whichever is greater, and which payment is to be made by the CITY to the CONSULTANT upon submission of all completion of project documentation, and one set of "As-Built" reproducibles, acceptance of the project and Form Letter for Engineering Completion Report.

VI. Additional Services:

All work performed by CONSULTANT, which is either described in this paragraph or not included in the "Scope of Services" shall constitute additional services. These shall include:

a. Travel and subsistence to points other than CONSULTANT's or CITY offices and project site.
b. Copies of final reports, studies, drawings and other data in excess of sets required in Basic services.
c. Other services not otherwise included in this contract or not customarily furnished in accordance with generally accepted engineering practice.

THE CONSULTANT SHALL NOT PERFORM ANY WORK WHICH CONSTITUTES ADDITIONAL SERVICES UNTIL IT HAS RECEIVED WRITTEN AUTHORIZATION FROM THE CITY.

VII. Termination and/or Suspension of Work:

A. Right of Either Party to Terminate:

This Contract may be terminated by either party for substantial failure by the other party to perform (through no fault of the terminating party) in accordance with the terms of this Contract. The terminating party must issue a signed, written notice of termination (citing this paragraph) to the other party which shall take effect on the tenth day following receipt of said notice, provided the other party has not cured the substantial failure to perform.

B. Right of CITY to Terminate:

The City of Laredo reserves the right to terminate this Contract for reasons other than substantial failure by the CONSULTANT to perform by issuing a signed, written notice of termination (citing this paragraph) which shall take effect on the twentieth day following receipt of said notice or, after receipt of said notice and upon the scheduled completion date of the performance phase in which the CONSULTANT is then currently working, whichever effective termination date occurs first.

C. Right of CITY to Suspend Giving Rise to Right of CONSULTANT to Terminate:

The City of Laredo reserves the right to suspend this Contract at the end of any Phase for any reason by issuing a signed, written notice of suspension (citing this paragraph) which shall take effect on the tenth day following receipt of said notice by the CONSULTANT. The suspension notice will outline the reasons for the suspension and the anticipated duration of the suspension but will in no way guarantee the total number of days suspended. Equitable adjustments to the terms of the contract will be addressed in the event the duration of the suspension exceeds ninety (90) days.

The CONSULTANT is hereby given the right to terminate this Agreement in the event that the City suspends this Contract. CONSULTANT may exercise this right to terminate by issuing a signed, written notice of termination (citing this paragraph) to the CITY at any time after the effective suspension date. This termination shall be effective immediately upon receipt of said notice by the CITY.

D. Procedures CONSULTANT to follow upon receipt of Notice of Termination if issued by the CITY:

Upon receipt of a notice of termination and prior to the effective date of the termination, the CONSULTANT shall, unless the notice otherwise directs, immediately begin the phase-out and discontinue all services in connection with the performance of this Contract and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Contract. Within thirty (30) days after receipt of the notice of termination, the CONSULTANT shall submit a statement, showing in detail the services performed under this Contract prior to the effective date of termination.

Copies of all completed or partially completed specifications and reproducibles of all completed or partially completed design and plans prepared under this Contract prior to the effective date of termination shall be delivered to the CITY as a pre-condition to final payment. These documents shall be subject to the restrictions and conditions set forth in VII above.

Upon the above conditions having been met, the CITY shall pay within thirty (30) days of the receipt of the CONSULTANT's invoice that proportion of the prescribed fee which the services actually performed under this Contract bear to the total services called for under this Contract less previous payments of the fee.

Failure by the CONSULTANT to comply with the submittal of the statement and documents as required above shall constitute a waiver by the CONSULTANT of any and all rights or claims to collect monies that CONSULTANT may rightfully be entitled to for services performed under this Contract.

E. Procedures CONSULTANT to follow upon receipt of Notice of Suspension if issued by the CITY:

1. Upon receipt of a notice of suspension and prior to the effective date of the suspension, the CONSULTANT shall, unless the notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Contract and shall proceed to promptly cancel all existing orders and contract insofar as such orders and contracts are chargeable to this Contract.

   CONSULTANT shall prepare a statement showing in detail the services performed under this Contract prior to the effective date of suspension.

   Copies of all completed or partially completed designs, plans and specifications prepared under this Contract prior to the effective date of suspension shall be prepared for possible delivery to the CITY but shall be retained by the CONSULTANT until such time as CONSULTANT may exercise the right to terminate.

   During the period of suspension, CONSULTANT shall have the option to at any time submit the above referenced statement to the City for prompt payment of that proportion of the prescribed fee which the services actually performed under this Contract bear to the total services called for under this Contract, less previous payments of the fee.

2. In the event that CONSULTANT exercises his right to terminate at any time after the effective suspension date, within thirty (30) days after receipt by the CITY of CONSULTANT's notice of termination CONSULTANT shall submit (if it has not previously done so) the above referenced statement showing in detail the services performed under this Contract prior to the effective date of suspension.

   Additionally, the above referenced copies of documents shall be delivered to the CITY as a pre-condition to final payment.

   Upon the above condition being met, the CITY shall promptly pay the CONSULTANT that proportion of the prescribed fee which the services actually performed under this Contract bear to the total services called for under this Contract, less previous payments of the fee.

   Failure by the CONSULTANT to comply with the submittal of the statement and documents as required above shall constitute a waiver by the CONSULTANT of any and all rights or claims to collect monies that CONSULTANT may rightfully be entitled to for services performed under this Contract.

VIII. CONSULTANT's Insurance and Warranty:

Insurance: The CONSULTANT shall procure and maintain insurance for protection from claims and workman's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

The CONSULTANT warrants that he has not employed or retained any company or person other than a bona fide employee working solely for the CONSULTANT to solicit or secure this contract, and that he has not for the purpose of soliciting or securing this contract paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach of this warranty, the City shall have the right to terminate this contract under the provisions of VII above.

IX. Changes in Scope of Services:

The CITY, may, from time to time, request changes in the approved plans and Scope of Services to be performed by the CONSULTANT hereunder and if such changes are agreed to by the CONSULTANT, they shall be included as written amendments to this contract.

X. Subletting or Assigning of Contract:

The "CITY" does not allow, permit, negotiate, authorize nor approve any assignment of contract proceeds between the "CITY", the "CONSULTANT", and/or with a bank, lending institution or any type of financial institution either before, during or after a contract award.

The "CITY" agrees to pay the "CONSULTANT" for specified services as stated in the agreed contract.

The "CITY" does not agree to pay any additional party either jointly or separately for the contract.

XI. CONSULTANT's Responsibility & Liability:

Acceptance and approval of the final plans by the CITY shall not constitute nor be deemed a release of the responsibility and liability of the Consultant for the accuracy and competency of its designs, working drawings, specifications, or other documents and work performed under this contract. No approval or acceptance by or in behalf of the CITY shall be deemed to be an assumption of such responsibility by the CITY for any defect, error, or omission in the said designs, working drawings, specifications or other documents as prepared by the CONSULTANT.

The CONSULTANT further agrees to perform any re-designs, required as a result of the CONSULTANT's development of the designs, plans, specifications, or documents which are a result of CONSULTANT's negligence.

Re-designs required or occasioned after completion and acceptance by CITY of the Design Phase, for the convenience of the CITY shall be paid for as provided and prescribed hereinafter under Additional Services of the CONSULTANT.

XII. Indemnification:

CONSULTANT shall and does hereby agree to indemnify and hold harmless the CITY from any and all damages, loss or liability of any kind, whatsoever, by reason, of injury to third person occasioned by any negligent act, error, or omission of CONSULTANT, its officers, agents, employees, or other persons for whom CONSULTANT is legally liable, in rendering or failing to render professional services with regard to the performance of this Contract. The CONSULTANT will at own cost and expense defend and protect the CITY against any and all such claims and demands. The CONSULTANT's liability to the CITY under this provision shall in no event exceed the amount of the total compensation received by the CONSULTANT for services hereunder.

XIII. Severability:

If for any reason, any one or more paragraphs of this contract are held invalid, such judgment shall not affect, impair, or invalidate the remaining paragraphs of the contract but be confined in its operations the specific section, sentences, clauses, or parts of this contract held invalid and invalidity of any section, sentence, clause or parts of this contract in any one or more instance, shall not affect or prejudice in any way the validity of this contract in any other instance.

XIV. Interest of CONSULTANT:

The CONSULTANT agrees that it has no interests, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract.

XV. Owner of Documents:

All documents including the original drawings, estimates, specifications, field notes and data will remain the property of the CONSULTANT as instruments of service. However, it is to be understood that the CITY shall have free access to all such information with the right to make and retain copies of drawings and all other documents including field notes and data. Any re-use without specific written verification or adaptation by CONSULTANT will be at CITY's sole risk and without liability or legal exposure to CONSULTANT. Any such verification or adaptation may entitle CONSULTANT to further compensation at rates to be agreed upon by the CITY and CONSULTANT.

XVI. Equal Employment Opportunity/Minority Business Enterprise:

The CONSULTANT agrees not to engage in employment practices which have the effect of discriminating against any employee or applicant for employment and will take affirmative steps to ensure that applicants and employees are treated during employment without regard to their race, color, religion, national, origin, sex, age, handicap, or political belief or affiliation. Specifically, the CONSULTANT agrees to abide by all applicable provisions of the Non-discrimination Clause as

contained in the City of Laredo's current Affirmation Action Plan on file in the City Secretary's Office. In the event non-compliance occurs, the CONSULTANT, upon written notifications by the CITY will commence compliance procedures within thirty (30) days.

XVII. Political Interests in this Contract:

No employee of the CITY shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; provided, however, that this provision shall not be constructed to extend to this contract if made with a corporation for its general benefit.

XVIII. CONSULTANT represents that the services under this Agreement shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other professional CONSULTANT under similar circumstances at the time the services are performed. No other representations to CITY express or implied, and no warranties or guarantees are included or intended in the Agreement, or in any report, opinion, document or otherwise.

CONSULTANT shall be responsible to CITY for CONSULTANT services and the services of its subcontractors. CONSULTANT shall not be responsible for the acts or omissions of other parties engaged by CITY. CONSULTANT shall have no responsibility for construction means, methods, sequences, techniques or health and safety precautions and programs of the Construction Contractor(s), including construction site safely, all of which shall remain the sole responsibility of the Construction Contractor(s).

XIX. CONSULTANT will review information provided by the construction contractor that is incorporated in record drawings or other record documents. CONSULTANT or authorized representative will verify with the contractor the information presented in field mark-ups for accuracy, completeness and compliance with CONSULTANT designed plans and specifications before producing final as built information.

XX. CONSULTANT opinion of probable project costs represents the CONSULTANT's best judgment as an entity familiar with the construction industry. CONSULTANT does not warrant or represent that bids or negotiated prices will not vary from CONSULTANT's opinion of probable project costs.

XXI. CITY grants to CONSULTANT, and, if the project site is not owned by CITY, warrants that permission has been granted for, a right of entry from time to time by CONSULTANT, its employees, agents and subcontractors, upon the project site for the purpose of providing the Services. CITY recognizes that the use of investigative equipment and practices may unavoidable alter the existing site conditions and affect the environment in the area being studied, despite the use of reasonable care.

XXII. Consequential Damages:

Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willfull misconduct, negligent act or omission, or other wrongful act of either of them.

XXIII. Entire Contract:

This Contract represents the entire and integrated Contract between the CITY and the CONSULTANT and supersedes all prior negotiations, representations, or Contracts, either oral or written. This Contract may be amended only by written instrument signed by both the CITY and CONSULTANT.

IN WITNESS WHEREOF, the City of Laredo has lawfully caused those presents to be executed by the hand of the City Manager of said CITY, and the corporate seal of said CITY to be hereunto affixed and this instrument to be attested by the City Secretary, and this CONSULTANT, acting by the hand of **(Typed Name)** _____
Thereunto authorized **(Title)** _____
does now sign, executed and deliver this document.

DONE AT LAREDO, TEXAS, on this _____ day of _____ 2010.

_____ CONSULTANT
ATTEST:

_____ _____
Authorized Signature

_____
Typed Name and Title
Company's Name

ATTEST: CITY OF LAREDO

_____ _____
GUSTAVO GUEVARA, JR., Carlos Villarreal, City Manager
City Secretary
Date: _____ Date: _____

ATTACHMENT "A"
SCOPE OF SERVICES

Project: **Provide Surveys, Design, and Preparation of plans and specifications and cost estimates for the World Trade/Colombia Solidarity Bridges Port of Entry Refrigerated Inspection Facilities**

Consulting Engineering Services to include Design, Surveys & Preparation of final plans Specifications for the project and shall include but not limited to the following:

A. Preliminary Phase:

1. Coordinate all work with each utility company and identify major conflicts.
2. Perform all necessary surveys within street right-of-way and where necessary site topography requested in the design of the project.
3. Consider in the design and include in the drawings, drainage, water, sanitary sewer and related improvements necessary to complete the project.
4. Plan and coordinate foundation investigation, soil borings, and other tests required for design of the project.
5. The Consultant shall prepare and furnish six (6) sets of reports and four (4) sets of preliminary plans and specifications and related cost estimates. Separately, the Consultant shall furnish the utility companies sets of the necessary drawings during the coordination of the project.
6. Comply with the Americans with Disabilities Act (ADA) Requirements.

B. Design Project.

Upon the City approving the preliminary plans, the Consultant shall proceed in preparing final construction plans, specifications, and contract documents.

1. Drawings to include but not be limited to the following:
   a. Title sheet
   b. Location site plan
   c. Plan sheets which includes hydrogical date in subsurface investigation if required for design
   d. Plan and profile sheets on scale 1" = 50' horizontal 1" = 5' vertical for paving and related storm drainage, water and sewer improvements.
   e. Basis of estimates sheets (Plan quantities)
   f. Construction staking: set required stakes and preparation of cut sheets for all proposed construction.
2. Submit forty (40) sets of plans and specifications and contract documents and twenty (20) CD's.
3. Evaluate bids received and submit recommendations, prepare bid tabulation. Assist in the preparation of formal construction contract document.

C. Construction Phase: Perform basic services during the construction of the project. Construction observation, reviewing, and approving shop drawings and contractor's estimates. Conduct in company with the City a final inspection of the project for conformance with the design of the project and compliance with plans and specifications and approve, in writing, final payment to the contractor. Provide one set of reproducible record drawings. (As-Built) in Mylars and in digital forma and submit Form Letter for Engineering Completion Report.

The proposed scope of services is to include, but not limited to:

The proposed scope of work includes a design development documents, construction documents and construction administration for a Cold Storage Inspection Facility to be located at the Colombia Solidarity and World trade Bridge Port of Entries. Cold storage inspection facility size and configuration is based on the approved preliminary design. Scope of work also includes structural, mechanical, electrical and plumbing consultant work associated with the project.

Design work is to be done on a fast track basis approximately two (2) months.

ATTACHMENT "B"
PRODUCTION SCHEDULE

Project: **Provide Surveys, Design and Preparation of Plans and Specifications and Cost Estimates for the World Trade/Colombia Solidarity Bridges Port of Entry Refrigerated Inspection Facilities**

The CONSULTANT agrees to complete the various phases of work under this contract in accordance with the schedule set forth as follows:

1. **PRELIMINARY PHASE REPORT:**
PHASE A: (40% OF 50%):
The CONSULTANT shall commence work upon written authorization from the CITY to proceed with this phase of work to provide a feasibility report, and agrees to complete all work required in:

_____CALENDAR DAYS

PHASE B: (60% of 50%)
The CONSULTANT shall commence work upon written authorization from the CITY to proceed with this phase of work to provide a preliminary design and plans and specifications, and agrees to complete all work required in

_____CALENDAR Days

2. **DESIGN PHASE: (50%)**
The CONSULTANT shall commence work upon written authorization from the CITY to proceed with this phase of work to provide final design and plans and specifications with bid documents and cost estimate, and agrees to complete all work required in;

_____CALENDAR DAYS

The total calendar days authorized for this Agreement from the date of authorization by the CITY to proceed is: (1) + (2)_____

Not included within the calendar days for completion shall be the number days expiring from the date of submittal to the CITY of the review documents to the date the review is completed and comments returned to the CONSULTANT.

3. **CONSTRUCTION PHASE:**

The Consultant shall provide a construction contract schedule and include in bid documents.

ATTACHMENT "C"
COMPENSATION FOR PROFESSIONAL SERVICES RELATED TO BASIC CONTRACT

Project: **Provide Surveys, Design and Preparation of Plans and Specifications and Cost Estimates for the World Trade/Colombia Solidarity Bridges Port of Entry Refrigerated Inspection Facilities**

1. For the purpose of establishing portion of the basic fee for separate phases, the following percentage allocations of fee shall apply:

PHASE	PERCENT OF TOTAL FEE
Preliminary phase A & B	30%
Design Phase	50%
Construction Phase	20%

Method of Payment:
Payment shall be made to the Consultant based upon the several phases as described heretofore and in accordance with the following:

a. Preliminary Phase A & B - the total amount due the Consultant under the Preliminary Phase shall be payable after approval and acceptance of this Phase by the City.

b. Design Phase - the total amount due to the Consultant under the Design Development Phase shall be payable after approval and acceptance of this Phase by the City.

c. Construction Phase - payment for the Construction Phase will be made in monthly installments for this Phase in proportion to the construction work completed by the construction contractor. The final payment to be made by the City to the Consultant

2. The Consultant may upon written authorization from the City Engineer, request partial payments for work performed for the various phases upon the furnishing of satisfactory evidence and breakdown of actual time spent in the partial completion of the work.

3. The Consultant shall be compensated on the basis described in Section V for basic services included in this Agreement. For additional services, compensation shall be negotiated in accordance with Attachment "D."

4. The final payment to be made by the City to the Consultant will be payable upon submission of the "Plan of Record" plans.

ATTACHMENT "D"
COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

Project: **Provide Surveys, Design and Preparation of Plans and Specifications and Cost Estimates for the World Trade/Colombia Solidarity Bridges Port of Entry Refrigerated Inspection Facilities**

The fee described in Section V of this contract for this project shall provide compensation to the Consultant for all services called for under this Agreement to be performed by him or under his direction except the services as set forth below. These additional services and the compensation to be paid by the City to the Consultant for their performance when authorized in writing by the City Engineer are set forth as follows:

1. Assistance to the City as an expert witness in any litigation with third parties, arising from the development or construction of the project including the preparation of engineering data and reports. The Basis of Compensation for the following Additional Services shall be:

   A. Negotiated hourly rate for testimony of principles.
   B. Salary cost times a multiplier of 2.5 for services other than testimony of principles.
   C. Reimbursement for non-labor expense and subcontract expense at invoice cost plus a 10% service charge. The basis of compensation for the following additional services shall be based on an amount renegotiated (fixed fee) through an agreement with the City.

2. Restaking all destroyed hubs and checking alignment of existing hubs. Elevations of all hubs shall be re-established. Restaking shall be done as required, and a cut sheet based on such restake shall be prepared.

3. Preparation of all applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

4. Revising previously accepted studies, reports, design documents, or Contract Documents when such revisions are due to causes beyond Consultant's control.

ATTACHMENT "D" CONTINUED
COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

5. Preparing documents for alternate bids requested by the City.
6. Investigations involving detailed consideration of operations, maintenance and overhead expenses.
7. Providing value engineering during the course of design.
8. Preparation of feasibility studies not required in the base contract.
9. Cash flow and economic evaluations, rate schedules and appraisals.
10. Detailed quantity surveys of material, equipment and labor.
11. Audits or inventories required in connection with construction performed by the City.
12. Services after the award of each contract in evaluating substitutions not specified in an " or equal" proposed by the Contractor(s) as authorized by the City.
13. Making revisions to Drawings and Specifications occasioned by substitutions.
14. Services during out-of-town travel required of Consultant.
15. Additional services during construction made necessary by
    (1) work damaged by fire or other cause during construction,
    (2) a significant amount of defective or neglected work of contractor(s).
    (3) acceleration of the progress schedule required by the City involving services beyond normal working hours, and (4) default by contractor(s).
16. Preparation of operating and maintenance manuals.
17. Additional or extensive assistance after initial start-up in the utilization of any equipment or system (such as post initial startup testing, adjusting and balancing).
18. Training personnel for operation and maintenance
19. Services after the completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantee called for in any contract for the Project.
20. Actual performance of test borings and other soil or foundation in-vestigations and related analysis.
21. Detailed mill, shop and/or laboratory inspection of materials or equipment.
22. Additional copies of reports, drawings, and specifications over the number specified in the base contract.
23. Providing renderings or models for City use.
24. Project aerial mapping.
25. Surveying services other than those required for the successful completion of the design of the project.

EXHIBIT "I"
HOURLY RATE

Project: **Provide Surveys, Design and Preparation of Plans and Specifications and Cost Estimates for the World Trade/Colombia Solidarity Bridges Port of Entry Refrigerated Inspection Facilities**

Position	**Hourly Rate**
Principal	$_____
Registered Engineer	$_____
Design Engineer	$_____
Planner	$_____
Registered Surveyor	$_____
Senior Draftsman	$_____
Draftsman	$_____
Engineering Technician	$_____
Design Technician	$_____
Secretary	$_____
Administrative Assistant	$_____
Field Party (2-man)	$_____
Field Party (3-man)	$_____
Field Party (4-man)	$_____
Project Representative	$_____
Project Coordinator	$_____

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTION
12/06/10	Award of construction contract to the lowest bidder Anderson Columbia Co., Inc., Weslaco, Texas, in the base bid amount of $480,000.00 for the Cuatro Vientos Road City Street Connectors at Pita Mangana Road and at Sierra Vista Blvd. with a construction contract time of ninety (90) calendar days; and authorizing the City Manager to execute all related contract documents contingent upon receipt and approval of insurance and bond documents. Funding is available in the 2007 C.O. and Capital Improvement Fund.

INITIATED BY:	STAFF SOURCE:
Carlos Villarreal, City Manager	Rogelio Rivera, P.E., City Engineer

PREVIOUS COUNCIL ACTION:
None.

BACKGROUND:
Cuatro Vientos Road Street Connectors at Pita Mangana Road and Sierra Vista Blvd. to include site preparation, drainage, street pavement, traffic management, street lights, environmental compliance, and utility adjustments as required.

Plans and specifications were prepared by Porras Nance Engineering, Laredo, Texas.

Three (3) bids were received at the City Secretary's Office at 2:00 P.M. on Tuesday, November 23, 2010, and publicly opened, read, and taken under advisement on Wednesday, November 24, 2010, at 11:00 A.M. as follows:

Contractor (Bidder)	Base Bid
1. Anderson Columbia Co., Inc. Weslaco, Texas	$480,000.00
2. Zertuche Construction, LLC. Laredo, Texas	$529,014.90
3. Reim Construction, Inc. Mission, Texas	$547,460.75

The bid and bid bonds for Anderson Columbia Co., Inc., Weslaco, Texas, were checked and found to be in order. Staff therefore concurs with consultant and recommends award in the base bid amount of $480,000.00 to the lowest bidder Anderson Columbia Co., Inc., Weslaco, Texas.

Bid submitted by Anderson Columbia Co., Inc., herewith attached.

Construction contract time is ninety (90) calendar days after notice to proceed is issued.

FINANCIAL IMPACT:
Funding is available in the 2007 C.O. and Capital Improvement Fund.
Account No. 402-4323-535-4009

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
N/A.	Approval of Motion.

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTION
12/06/10	Consideration for approval of the India Avenue Drainage, Utilities, Widening and Paving Improvements **as complete** and approval of change order no. 2 a decrease of $2,149.04 for the balance of quantities actually constructed in place, release of retainage, deduct contingency amount not used $50,000.00 and assess $12,600.00 for construction delays, and approval of final payment in the amount of $39,671.97 to Jerry Resendez Enterprises, Inc., Laredo, Texas. Final construction contract amount is $1,095,439.65. Funding is available in the 2007 Environmental Services CO and Water and Sewer Bond.

INITIATED BY:	STAFF SOURCE:
Carlos Villarreal, City Manager	Rogelio Rivera, P.E., City Engineer Riazul I. Mia, Environmental Dept. Director

PREVIOUS COUNCIL ACTION:
On May 4, 2009, City Council awarded a construction contract to the lowest bidder Jerry Resendez Enterprises, Inc., Laredo, Texas, in the amount of $1,062,290.11 for the India Avenue Drainage, Utilities, Widening and Paving Improvements.

BACKGROUND:
The original project consisted of reconstructing approximately 2,400 linear feet of residential asphalt streets, installing 2,000 linear feet RCP drainage system improvements with curb inlets and junction boxes, 2,700 linear feet of 8-inch PVC water main, 1,700 linear feet of 8-inch PVC sewer main, and related construction and incidentals.

Plans and specifications were prepared by Porras Nance Engineering, Laredo, Texas.

This change order no. 2 is for the balance of quantities actually constructed in place.

Original construction contract amount.....$1,062,290.11
(Awarded by City Council on May 4, 2009)
Change order no. 1.....$ 35,298.58
(Approved by the City Manager on February 24, 2010)
For South terminus water connection and Kearney 24" main and ARV
and to add 10 working days to the construction contract time.
This change order no. 2.....$ (2,149.04)
Final construction contract amount.....$1,095,439.65

The project completion time was exceeded by eighteen (18) working days @ $700.00/day, therefore $12,600.00 are assessed for construction delay.

FINANCIAL IMPACT:
Funding is available in the 2007 Environmental Services CO and Water and Sewer Bond.
Account No. 249-3891-545-9543

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
Approved by the Finance Committee on Wednesday, December 1, 2010.	Approval of Motion.

CONSTRUCTION CHANGE ORDER

PROJ: *India Avenue Drainage, Utilities, Widening and Paving Improvements*
CONTR: *Jerry Resendez Enterprises, Inc.*
ADDR: *8201 San Lorenzo Dr.*
Laredo, TX 78045

CHANGE ORDER: 2 (Final Recap)
DATE : 11/4/2010

You are hereby requested to comply with the following changes from the contract plans and specifications. This document shall become an Amendment to the Contract and all provisions of the Contract shall apply thereto.

ITEM NO.	DESCRIPTION OF CHANGES QUANTITIES, UNITS, UNIT PRICES							DECREASE IN CONTRACT PRICE	INCREASE IN CONTRACT PRICE
	Quantities Final Recapitulatioin								
104.1	ADD	60	LF	*8" PVC, C-900, DR-14 Water Main*	@	$19.55	/ *LF*		$1,173.00
104.1	DELETE	60	LF	*8" PVC, C-900, DR-14 Water Main (Restrained)*	@	$33.62	/ *LF*	$2,017.20	
112.1	ADD	1	EA	*Fire Hydrant*	@	$3,093.82	/ *EA*		$3,093.82
112.2	DELETE	1	EA	*2" Blow Off Hydrant*	@	$1,163.66	/ *EA*	$1,163.66	
116.1	ADD	3	EA	*Transfer Water Service Connections (3/4")(Short)*	@	$577.24	/ *EA*		$1,731.72
130	ADD	0.0715	TON	*Ductile Iron Compact Mechanical Joint Fittings (Rest.)*	@	$4,689.30	/ *TON*		$335.28
206	ADD	1	EA	*6" Sanitary Sewer Service Reconnect*	@	$57.72	/ *EA*		$57.72
304.1	ADD	58	LF	*24" RCP Storm Drainage Pipe (Laterals)*	@	$48.71	/ *LF*		$2,825.18
304.2	ADD	3	LF	*30" RCP Storm Drainage Pipe (Laterals)*	@	$59.99	/ *LF*		$179.97
402.2	ADD	176	SF	*Remove & Dispose Concrete Sidewalks & Driveway*	@	$1.85	/ *SF*		$325.60
428	DELETE	535	SF	*Concrete Driveways*	@	$4.00	/ *SF*	$2,140.00	
430.1	ADD	127	SF	*4' Concrete Sidewalks*	@	$4.00	/ *SF*		$508.00
432	DELETE	5	EA	*Relocation of Mailboxes*	@	$113.92	/ *EA*	$569.60	
506	ADD	50	LF	*Concrete Curb & Gutter, Type A (6")*	@	$8.00	/ *LF*		$400.00
518	DELETE	1068	SY	*Tack Coat*	@	$0.73	/ *SY*	$779.64	
602.4	DELETE	6	EA	*Stabilized Construction Entrance*	@	$871.42	/ *EA*	$5,228.52	
602.3	DELETE	6	EA	*Silt Fence Inlet Protection*	@	$170.27	/ *EA*	$1,021.62	
802	ADD	61	LF	*Sheeting and Bracing (Trench Excavation Protection)*	@	$2.31	/ *LF*		$140.91
999	DELETE	~~1~~	~~LS~~	~~*Construction Contigency Balance*~~	@	~~$14,701.42~~	~~/ *LS*~~	~~$14,701.42~~	

~~Original Contract: $1,062,290.11~~
Original Contract Time: 160 working days

	- $12,920.24
Total Decrease:	~~$27,621.66~~
Total Increase :	$10,771.20
Net Change (Credit):	~~($16,850.46)~~

JUSTIFICATION: - 2,149.04

Final Project Quantities Recapitulation based on as-built field measurements and inventory.

Contract Price Including Previous Change Orders:	+ $1,097,388.69 ~~$1,062,290.11~~	Contract Time Including Previous Change Orders :	~~160~~ ~~working days~~ ~~170~~ working days
Net DECREASE resulting from this Change Order :	- $2,149.04 ~~($16,850.46)~~	Net INCREASE resulting from this Change Order :	0 working days
Current Contract Price Including this Change Order:	$1,095,439.65 ~~$1,045,439.65~~	Current Contract Time Including this Change Order :	~~160~~ ~~working days~~ ~~170~~ working days

Recommended by:
Wayne Nance, P.E., Porras Nance Engineering
Date: 11/4/10

Accepted by:
Jerry Resendez Enterprises, Inc.
Date: 11-05-10

Recommended by:
Rogelio Rivera, P.E., City Engineer
Date:

Approved by:
Carlos Villarreal, City Manager
Date:

Recommended by:
Tomas M. Rodriguez, Jr., P.E., Utilities Director
Date: 11/9/10

Attest:
Gustavo Guevara, Jr.
Date:

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTION
12/06/2010	**CONSIDERATION TO AUTHORIZE THE INSTALLATION OF SPEED CUSHIONS ALONG COUNTRY CLUB DRIVE, BETWEEN BERMUDA DRIVE AND RAES CREEK DRIVE, UNDER THE SPECIAL PROVISION OF THE SPEED HUMP INSTALLATION POLICY. PROJECT COSTS ARE ESTIMATED AT $48,000.00. FUNDING WILL BE MADE AVAILABLE FROM A CONTRIBUTION FROM PLANTATION HOMEOWNERS ASSOCIATION AND FROM CAPITAL IMPROVEMENTS DISCRETIONARY FUNDING– CITY COUNCIL DISTRICT VI.**

INITIATED BY:	STAFF SOURCE:
Carlos Villarreal, City Manager	Jesus Olivares, Assistant City Manager Roberto Murillo, P.E, P.T.O.E., Traffic Manager

PREVIOUS COUNCIL ACTION:

Introductory Ordinance accepting contribution and appropriating funding in the amount of $24,000 from Plantation Homeowners Association was approved by City Council on November 15, 2010.

BACKGROUND:

On September 20, 2010 the Speed Hump Installation Policy was amended and adopted with the new changes by the City of Laredo. The Policy includes criteria for installation and cost sharing between the City and property owners. The Policy also includes a special provision for installation of speed cushions which was also revised to include some minimal condition that are recommended be satisfied before considering installation of speed cushions.

SPECIAL PROVISION FOR INSTALLATION:

Where it is determined that a specific traffic safety hazard exists City Council may request the installation of a speed cushion(s) through this special provision only after a study has been conducted and determined that a speed cushion(s) was not warranted by the minimum guidelines of this policy. City Council will exercise the option to use this special provision provided that the following minimum guidelines are met :

1. Minimum 85th percentile speed of 30 MPH
2. Minimum street length of 700 Ft.
3. Chief of Police and Chief of Fire Department approval
4. Approval by 75 % of residents within 300 feet of proposed speed cushion(s) location.
5. Minimum of one Official Accident Report within a one year period prior to date of official speed cushion request.
6. Geometric characteristic of the affected section of street does not create a safety hazard for the motoring public if a speed cushion is installed or create a drainage issue as recommended by Engineer.

City Council will make the final decision to install the speed cushions under this special provision and could require the use of their respective discretionary funds for the cost involved in the installation of the speed cushion(s). ***Next Page Please*** ...

On November 8, 2010, Council Member Gene Belmares requested to consider the installation of speed cushions along Country Club Dr. Following the guidelines set forth in the speed hump policy. The Traffic Safety Department proceeded to gather the information necessary to present to council under the special provision for installation of the speed hump policy. Council Member Gene Belmares has approved the use of City Council District VI discretionary funds to pay for 50 % of the total cost while the other 50% will be funded from contribution from the Plantation Home Owners Association. An introductory ordinance appropriating contribution of $24,000 was approved by city council on November 15, 2010.
The total installation costs are estimated at $48,000.

Country Club is classified as a Major Collector in the City of Laredo Thorough Fare Plan. The Speed Hump Installation Policy and the Special provision of the policy both recommend against the installation of speed cushions on Major Collectors. Staff is recommending against the installation of speed cushions on Country Club Drive.

FINANCIAL: $24,000 from Capital Improvement Project City Council District VI.
$24,000 contribution from Plantation Homeowners Association

RECOMMENDATION: None.

STAFF:
Staff recommends against the installation of speed cushions Country Club Drive.

City of Laredo

Traffic Safety Department

Engineering Section

Special Provision
Speed Hump Study
At

Country Club Dr

November 2010

Includes:

Traffic Counts ✔	Signatures	Speed Study ✔	Accident Data ✔

Minimum Qualifications for Speed Cushions:

N/A= Not Applicable *Q= Qualifies* *N/S=Not Satisfied* *N/E=Not Evaluated*

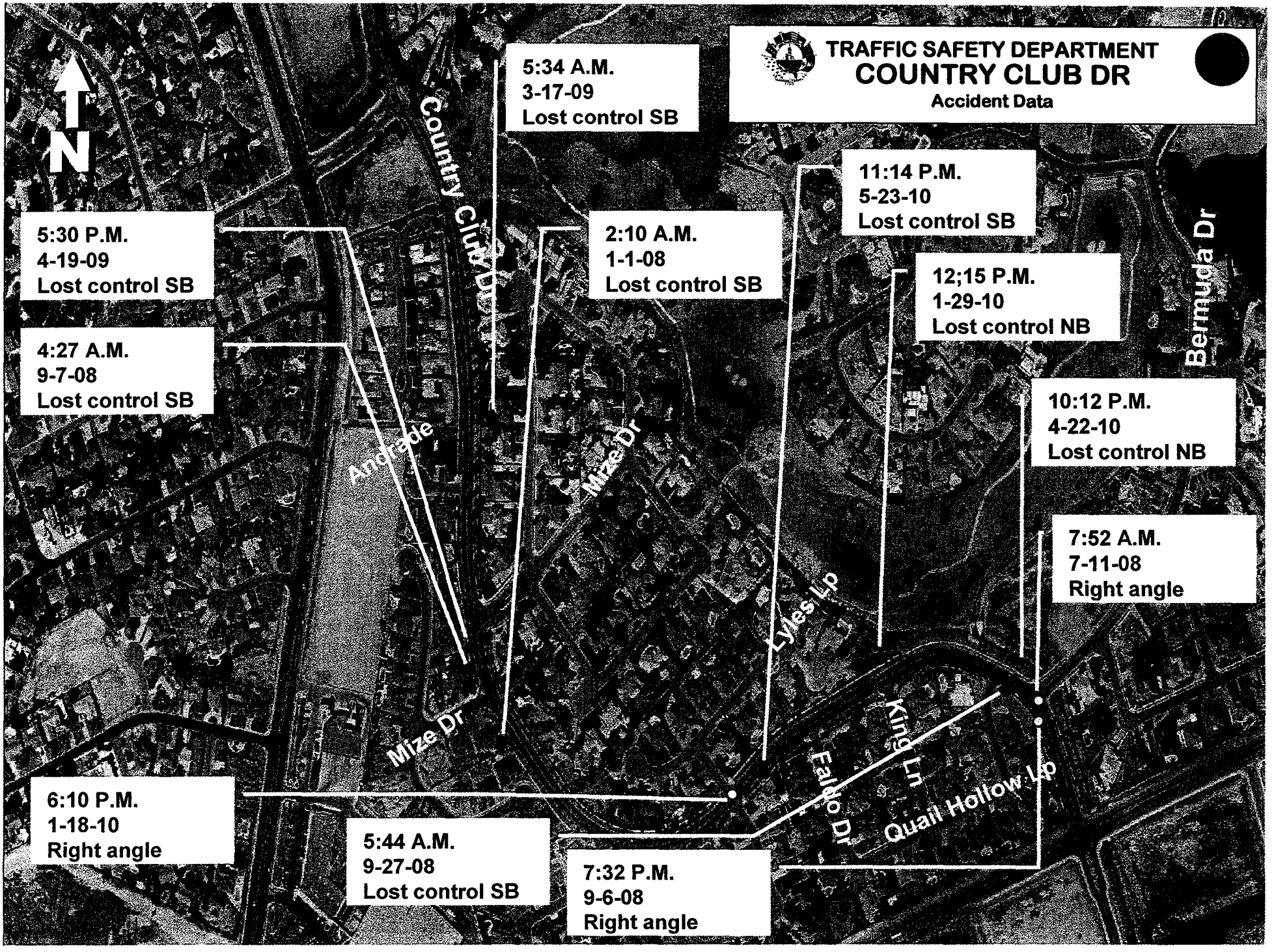
Minimum 85th percentile speed of 30 MPH	**WB 40 MPH EB 40 MPH**	**Q**
Minimum street length of 700 ft.	**North of Country Club 4,700ft** **South of Country Club 4,000ft**	**Q**
Chief of Police and Chief of Fire department approval	**Pending**	
Approval by 75% of residents within proposed speed cushion(s) project location	**Pending**	
Accident report within one year		**Q**
Geometric characteristics of the street		**N/S**
Street must not be classified as a Major Collector or an Arterial		**N/S**

Findings:

Following the guidelines set forth in the speed hump policy; the results of the study indicated that under eligibility requirements for operational characteristics of the street, the street must not be classified as a major collector or an arterial, as defined by the Thoroughfare Plan of the City of Laredo. Country Club is classified as a major collector. In order to proceed under the special provision of the policy, it is recommended that the minimum conditions be met before considering the installation of speed cushions.

Staff recommendation:

Staff recommends against the installation of speed cushions under the special provision including Country Club Dr.


TRAFFIC SAFETY DEPARTMENT
COUNTRY CLUB DR
Accident Data
N
Country Club Dr
Andrade
Mize Dr
Mize Dr
Lyles Lp
King Ln
Fallo Dr
Quail Hollow Lp
Bermuda Dr
5:34 A.M.
3-17-09
Lost control SB
11:14 P.M.
5-23-10
Lost control SB
5:30 P.M.
4-19-09
Lost control SB
2:10 A.M.
1-1-08
Lost control SB
12;15 P.M.
1-29-10
Lost control NB
4:27 A.M.
9-7-08
Lost control SB
10:12 P.M.
4-22-10
Lost control NB
7:52 A.M.
7-11-08
Right angle
6:10 P.M.
1-18-10
Right angle
5:44 A.M.
9-27-08
Lost control SB
7:32 P.M.
9-6-08
Right angle

N
Raes Creek
Eagle Trace Dr
Eagle Crest Ln
Country Club Dr
Palmer Dr
Callow Ct
Palmer Dr
11:06 A.M.
11-10-08
Rear end NB
TRAFFIC SAFETY DEPARTMENT
COUNTRY CLUB DR
Accident Data

N
Country Club Dr
526 ft
565 ft
1100ft
Mize Dr
Mize Dr
Lyles Lp
Bermuda Dr
King Ln
Faldo Dr
Quail Hollow Lp
Proposed Speed Cushion
Speed Hump Sign
Speed Hump Ahead Sign
TRAFFIC SAFETY DEPARTMENT
COUNTRY CLUB DR
PROPOSED SPEED CUSHION STUDY

N
Proposed Speed Cushion
Speed Hump Sign
Speed Hump Ahead Sign
Rae's Creek
Eagle Trace Dr
Eagle Crest Ln
Country Club Dr
Palmer Dr
Palmer Dr
Callow Ct
900 ft
800 ft
1000 ft
TRAFFIC SAFETY DEPARTMENT
COUNTRY CLUB DR
PROPOSED SPEED CUSHION STUDY

COUNCIL COMMUNICATION

DATE:
12/06/10

SUBJECT: Motion
Consideration to authorize a sole source contract to Naztec, Inc., Sugar Land, TX in the total amount of $713,075.00 for the purchase of fifty seven traffic signal controllers and related software and computer systems. This contract award is the equipment needed for the CSJ 0922-33-140 Intelligent Transportation System (ITS) Integration Project to upgrade the downtown traffic signal cabinets. This is a Federally funded Surface Transportation Earmark administered by the Texas Department of Transportation.

INITIATED BY:
Carlos Villarreal – City Manager

STAFF SOURCE:
Jesus Olivares – Assistant City Manager
Roberto Murillo, P.E. – Traffic Manager

PREVIOUS COUNCIL ACTION:
The Laredo City Council authorized the award of a contract to Kimley-Horn and Associates, Inc. for the development of plans to implement the initial phases of the City of Laredo Intelligent Transportation System (ITS) Master Plan; 09/17/2007

BACKGROUND:
The project consists of the removal and replacement of fifty seven (57) downtown traffic signal cabinets with all new equipment and the integration / communication of these traffic signals with the traffic management center located at the Traffic Safety Division. The integration will include all new computer equipment and necessary software for the traffic management center upgrade. The traffic signal equipment, computers and software are part of a proprietary "sole source" manufacturer which is incorporated into the City's legacy traffic signal system constraints.

Item	Qty	Unit Price	Total
Naztec TS2-1M Controller	56	$10,325.00	$578,200.00
Naztec TS2-F Controller	1	$16,075.00	$ 16,075.00
ATMS Software	1	$92,000.00	$ 92,000.00
Computer equipment		$ 26,800	$ 26,800.00
			$713,075.00

FINANCIAL IMPACT:
Funding is available under the Intelligent Transportation System project (458-2662-525.42-80)

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATION:
Staff recommends approval.

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTION
December 6, 2010	Ratifying the contract with the Laredo Chamber of Commerce (Chamber) for the administration of payments to operate the Laredo Trade & Travel Center, DBA Casa Laredo, in Monterrey, Mexico for Fiscal Year 2010-11. The Chamber's monthly administrative fee is $450.00. Total operational cost is $100,000.00. Funding is available under the Marketing Division's Monterrey Office line item.

INITIATED BY:	STAFF SOURCE:
Cynthia Collazo Deputy City Manager	Blasita J. Lopez CVB Director

PREVIOUS COUNCIL ACTION:

On August 4, 2008, City Council authorized the City Manager to execute the long term contract for the Chamber to administer payments on behalf of the City for the operation of the Laredo Trade & Travel Center, DBA Casa Laredo.

On July 17, 2006, City Council authorized the City Manager to execute a long term contract for the Chamber to administer payments on behalf of the City for the operation of the Laredo Trade & Travel Center, DBA Casa Laredo.

On April 17, 2006, City Council authorized the City Manager to extend the existing agreement with the Laredo Chamber of Commerce thru September 30, 2006 and to negotiate a long term contract for the Chamber to administer payments on behalf of the City for the operation of the Laredo Trade & Travel Center, DBA Casa Laredo.

BACKGROUND:

In researching city government best practices for operating a representative office in Mexico, CVB recommends that payments including salaries, rent, taxes, and other basic operational costs be administered through a third party.

The Laredo Chamber of Commerce offers the legal entity in Mexico and a proven administrative track record required for the activity. Laredo Chamber of Commerce has administered the contract for the past four (4) years.

FINANCIAL IMPACT:

Funding is available in the FY 2011 Budget under the following line:

250.5315.553.6301 Marketing Division / Monterrey Office Line

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
Advisory Committee recommends approval of the contract.	Staff recommends approval of this motion.

COPY

CITY OF LAREDO, TEXAS AND LAREDO CHAMBER OF COMMERCE AGREEMENT
FOR ADMINISTRATION OF THE
"LAREDO TRADE & TRAVEL CENTER"
DBA Casa Laredo

This agreement made on 30 day of September, 2010, is hereby entered into by and between the CITY of Laredo, Texas hereinafter referred to as CITY and the LAREDO CHAMBER OF COMMERCE, a Texas non-profit corporation, hereinafter referred to as CHAMBER.

In consideration of the mutual covenants set forth herein, the CITY and CHAMBER hereby agree as follows:

1. RECITALS

The CITY desires to engage the services of the CHAMBER, as an independent contractor and not as any employee, to perform the general administrative functions for the operation of the LAREDO TRADE & TRAVEL CENTER, DBA Casa Laredo, hereinafter referred to as LTTC.

The CHAMBER is knowledgeable in the operations and administration of representative offices (Asociación Civil) organized and operating in Mexico, under Mexican laws. It is the desire of the CHAMBER to consult with CITY and to undertake, for the CITY, administrative functions in accordance with CITY's direction and this agreement and in accordance with applicable local, state and federal Mexican and American laws.

2. CONSULTATIONS

The CHAMBER will make themselves available periodically to consult with and receive direction from CITY, at reasonable times, concerning matters pertaining to LTTC.

3. LAREDO TRADE & TRAVEL CENTER, DBA CASA LAREDO, ADMINISTRATION

A) MONTERREY OFFICE SPACE

The CHAMBER does hereby agree to execute a CITY approved lease, on behalf of the CITY, a space for the Monterrey office known as LTTC. The space to be leased and the terms of the lease shall be determined by the CITY. The payment for rent of this office space shall be administered by CHAMBER.

B) PERSONNEL

The CHAMBER does hereby agree to process necessary documentation for hiring, payroll, and/or termination of persons (that the CITY determines proper and approves of), on behalf of the CITY, for LTTC personnel. LTTC personnel shall not perform services as CITY employees. The cost of the LTTC personnel will be chargeable to the CITY and any expenses incurred by CHAMBER in engaging that personnel will be paid out in the same manner as all other

operation expenses incurred by the CHAMBER and described in Section 5 of this document. The CHAMBER shall bore any expenses not itemized in this invoice. Classified ads shall be paid directly by CITY.

The CHAMBER is not authorized to receive reports from or to direct or in any way manage personnel. Personnel hired on behalf of the CITY shall report directly and exclusively to the CITY and receive direction and duties from the Convention & Visitors Bureau. The CITY has absolute and complete authority to engage (on whatever terms and compensation deemed proper), discharge and direct each and every member of the LTTC personnel.

C) ADMINISTRATION OF SALARIES

The CHAMBER does hereby agree to administer salary payments, bi-monthly, to LTTC personnel on behalf of the CITY in the amounts determined by the CITY.

D) ACCOUNTANT

The CHAMBER does hereby agree to administer payments on behalf of the CITY to an accountant, selected by the CITY, for the services required for the lawful operation of the LTTC. The terms, including compensation/fees, of the services performed by the accountant shall be determined by the CITY. The CITY shall have the exclusive authority to select, terminate, and/or change the accountant.

E) TAXES & SOCIAL SECURITY

The CHAMBER does hereby agree to timely administer, through the services of an accountant, all local, state and federal tax, and social security payments as required by Mexican law for the operation of the LTTC.

F) TELEPHONE & UTILITIES

The CHAMBER does hereby agree to administer telephone and utility payments on behalf of the CITY for the LTTC on or before due date.

G) BANK FEES

The CHAMBER does hereby agree to administer payments on bank fees generated from the CHAMBER's CITY approved activity, on behalf of the CITY, for the administration of the LTTC.

H) OPERATIONAL EXPENSES

The CHAMBER does hereby agree to administer payments, on behalf of the CITY, for operational expenses and miscellaneous services that are approved by the CITY. These miscellaneous services may include Janitorial, Office Supplies, Parking, Subscriptions, Postage, Shipping, and Maintenance services required for the operation of the LTTC. Operational expenses could include funding for the purchase of a vehicle and maintenance associated with this asset.

4. ADMINISTRATIVE FEES

The CHAMBER hereby agrees to charge a flat monthly fee of $400.00 to the CITY as Administrative Fees for the services provided by the CHAMBER.

5. LAREDO TRADE & TRAVEL INVOICING

A) Expenses incurred by the LTTC will be submitted to the CITY for review and approval and then forwarded by the CITY to the CHAMBER for payment administration. The CHAMBER agrees to administer timely payments for such expenses, as detailed in this agreement. No additional services or contracts will be accepted by the CHAMBER without written approval from the CITY.

B) The CHAMBER will submit invoice reports to the CITY on a bi-monthly basis for payments received and processed on its behalf.

C) The CITY will make advance quarterly payments to the CHAMBER based on a budget established by the CITY for the operation of the LTTC. These quarterly payments will include Administrative Fees for the period.

D) Should the CITY's quarterly budget exceed the required payments for a given period, the CHAMBER will roll over the remaining balance and apply to the next period.

E) Should the CITY's quarterly installment fall short of the LTTC quarterly expenses for a given period, the CITY will immediately cover the shortage by making an additional payment to the CHAMBER.

F) At the expiration of this contract, any remaining balance not expensed by the LTTC will be returned by the CHAMBER to the CITY.

6. LIABILITY

A) The CHAMBER shall not be liable to the CITY, or to anyone who may claim any right due to its relationship with the CITY, including any claims laid by LTTC employees, for any acts or omissions on the part of the CHAMBER in the performance of the CHAMBER's services under this agreement, except when the acts or omissions are due to willful misconduct or negligence. The CITY will hold CHAMBER free and harmless from any attorney's fees arising from or growing out of the services rendered to the CITY pursuant to the terms of this agreement, except when they arise from the willful misconduct or negligence of the CHAMBER.

B) The CHAMBER shall immediately notify the CITY if it becomes aware of any potential or actual legal dispute, action or process resulting from "Laredo Trade & Travel Center" operations.

7. TERM

This agreement is for a period of one year, commencing on October 1, 2010 and terminating on September 30, 2011, unless it has been terminated by either party by giving 60 days' written notice to the other party.

Renewal

The City reserves the right to extend this contract for an additional one-year term, subject to the terms agreed upon by both parties in this agreement. Either party may elect not to renew this Agreement after the initial one (1) year term by giving written notice to the other party 60 days prior to the termination of the initial term.

8. GOVERNING LAW

This agreement is governed by the laws of the State of Texas.

9. JURISDICTION

Any dispute relating directly or indirectly to this agreement shall be brought in a court of competent jurisdiction in Webb County, Texas, that being the exclusive venue for any dispute between or any claims held by any of the parties to this agreement.

Executed at Laredo, Texas, on the 30 of September, 2010.

Laredo Chamber of Commerce

By _____
Miguel Conchas, President / C.E.O.

CITY OF LAREDO, TEXAS
a Municipal Corporation

By: _____
Carlos Villarreal, City Manager

Approved as to Form:

By: _____
Raul Casso, City Attorney

By: _____
Gustavo Guevara, Jr., City Secretary

CITY OF LAREDO, TEXAS

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTION
12/6/10	CONSIDERATION TO AWARD CONTRACTS TO QUALIFYING CONTRACTORS (TO BE ANNOUNCED AT COUNCIL MEETING) TO PROVIDE NEGOTIATED WEATHERIZATION GOODS AND SERVICES IN SUPPORT OF THE WEATHERIZATION ASSISTANCE PROGRAM (WAP) FUNDED BY THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA). THE TERM OF THE CONTRACTS WILL BE FOR APPROXIMATELY NINE (9) MONTHS AND MAY BE EXTENDED AT THE OPTION OF THE CITY AND THE CONTRACTOR. EACH WEATHERIZED UNIT IS ELIGIBLE FOR APPROXIMATELY $6,500 OF WEATHERIZATION. FUNDING IS AVAILABLE IN THE COMMUNITY DEVELOPMENT A.R.R.A. FUND – WEATHERIZATION GRANT.

INITIATED BY:	STAFF SOURCE:
Cynthia Collazo Deputy City Manager	Thelma V. Acosta, CD Director

PREVIOUS COUNCIL ACTION:
On October 18, 2010, City Council approved Resolution 2010-R-096 authorizing the City Manager to request proposals for construction contractors to implement the Weatherization Assistance Program.

BACKGROUND:

The Weatherization Assistance Program (WAP) is funded by a contract with the Texas Department of Housing and Community Affairs (TDHCA). In coordination with TDHCA, the City terminated the existing weatherization contracts due to poor workmanship by the primary contractor and conflict with WAP Priority List pricing allowances by the secondary contractors.

The City has since Requested Proposals from interested contractors in providing weatherization services in close coordination with TDHCA. The intent is to award several negotiated contracts with experienced weatherization contractors in order to meet the City's production of units under its contract with TDHCA. The duration of the weatherization contracts will be for approximately nine (9) months and may be extended at the option of the City and the Contractor in order to comply the City's contract with TDHCA. Units may be weatherized up to a maximum of $6,500 per unit.

FINANCIAL IMPACT:
Funding is available in the Community Development A.R.R.A. Fund - Weatherization Assistance Program account # 262-8061-543-5587.

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
	That this motion be approved.

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTION
12/6/10	Authorizing the City Manager to enter into multiple contracts and award 2010 Emergency Shelter Grant funds (ESG) made available by the U.S. Department of Housing and Urban Development in the total amounts of (1) $58,832.00 to Bethany House for operation of the Bethany House Shelter Complex, (2) $39,786.00 to Behany House to provide Essential Services, (3) $25,000.00 to Casa De Misericordia (Casa) for operation of their shelter, and (4) $33,000.00 to Bethany House for the provision of Homeless Prevention assistance.

INITIATED BY:
Ms Cynthia Collazo
Deputy City Manager

STAFF SOURCE:
Ms. Ronnie Acosta
CD Director

PREVIOUS ACTION:
8/02/10- Council approved the submission of the 2010 One Year Action Plan to HUD that included the application for 2010 Emergency Shelter Grant funds in the amount of $159,618.00.

BACKGROUND: .
As a result of the submission and approval of the 2010 One Year Action Plan, the City of Laredo was awarded $159,618.00 in Emergency Shelter Grant funds by the U.S. Department of Housing and Urban Development. The ESG program requires that all funds be committed within 180 days of the October 1, 2010 award date.

During the Consolidated Plan planning process, the City, through public notice, requested proposals from local homeless service providers for the use of ESG funds. A total of $3,000.00 (approx. 2%) has been allocated for program administration.

Background Cont'd

FINANCIAL IMPACT:
2010 Emergency Shelter Grant / Acct.#'s:
Casa De Misericordia – Acct # 219-9652-563-5566.....$25,000.00
Bethany House – Acct# - 219-9652-563-5566.....$58,832.00
Bethany House – Acct# - 219-9652-563-5581.....$39,786.00
Bethany House –Acct# - 219-9652-563-5562.....$33,000.00

STAFF:
That this motion be passed.

Background Continued Pg. 2

The following service providers expressed an interest in obtaining the remaining funds.

Name of Service Provider	Type of Funding Requested	Amount Requested	Amount Recommended by staff	How funds will be used
Casa De Misericordia	Operation	$30,000.00	$ 25,000.00	Assistance with repairs, utilities, security, maintenance, fuel, equipment, insurance, office supplies, food, and furnishing for Casa De Misericordia
Bethany House	Operation	$75,832.00	$58,832.00	Assistance with repairs, utiliites, security, maintenance, fuel, equipment, insurance,office supplies, food, and furnishings for the Bethany House Shelter Complex.
Bethany House	Essential Services	$39,786.00	$39,786.00	Provision of services concerned with employment, health, drug abuse or education.
Bethany House	Homeless Prevention	$44,000.00	$33,000.00	To assist individuals or families on the verge of becoming homeless with utility, rent, or mortgage payments, or first month's rent and deposit.

In addition, all service providers expressed their willingness to provide the required in-kind program match. A review committee comprised of staff from the Finance Department, Internal Audit, Non-Profit Management and Volunteer Center, and Community Development, reviewed and scored all proposals and made recommendations for funding. Service providers who submitted proposals for ESG funds were identified for funding in the Consolidated Plan and approved by Council.

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTION
12/06/10	Consideration to authorize the purchase of replacement public safety answering point (PSAP) equipment through the Houston Galveston Area Council of Governments (HGAC) contract in the total amount of $666,465.98. The existing equipment will be replaced at Laredo PD, Jim Hogg County SO, Rio Grande City PD, Roma PD, Starr County SO, Webb SO, Zapata County SO, and Laredo Training/Back-up PSAP. Funding is available in the 9-1-1 Regional Fund.

INITIATED BY:	STAFF SOURCE:
Horacio A. De Leon, Jr., Assistant City Manager	Heberto L. Ramirez, Info. Services & Telecomm. Director

PREVIOUS COUNCIL ACTION: None.

BACKGROUND:

The City of Laredo is the 9-1-1 Regional Administrator for the four county region of Jim Hogg, Starr, Webb, and Zapata Counties.

The equipment will be purchased through the City's interlocal agreement with the Houston Galveston Area Council of Governments (HGAC) which has an existing contract for the needed equipment. The State of Texas 9-1-1 Commission has approved the replacing of this equipment.

FINANCIAL IMPACT: Funds are available in the 9-1-1 Regional Fund.

Description	Expense Account	Total
Equipment Replacement – Jim Hogg County (Jim Hogg SO)	258-5563-525-9001	$56,303.30
Equipment Replacement – Starr County (Starr SO, Rio Grande PD, Roma PD)	258-5564-525-9001	$268,048.88
Equipment Replacement – Zapata County (Zapata SO)	258-5567-525-9001	$54,246.5
Equipment Replacement – Webb County (Laredo PD, Webb SO)	258-5562-525-9001	$287,867.30
	TOTAL	**$666,465.98**

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
N/A	It is recommended that this purchase be approved.

Location	Equipment Total	HGAC Fee	Total Sales Price
Starr County Sheriff's Office Host System	$157,197.91	$2,357.97	$159,555.88
Rio Grande City Police Department Remote System	$53,444.83	$801.67	$54,246.50
Roma Police Department Remote System	$53,444.83	$801.67	$54,246.50
Zapata County Sheriff's Office Remote System	$53,444.83	$801.67	$54,246.50
Laredo Police Department Host System	$176,642.55	$2,649.64	$179,292.19
Jim Hogg County Sheriff's Office Remote System	$55,471.23	$832.07	$56,303.30
Webb County Sheriff's Office Remote System	$93,104.25	$1,396.56	$94,500.81
Training Center	$13,866.31	$207.99	$14,074.30
Total	$656,616.74	$9,849.24	$666,465.98

CenturyLink™

City of Laredo Regional 911
Starr County Sheriff's Office Host System

	VIPER			
912800	Positron Gateway Shelf	3	603.41	$1,810.23
912801	Positron CAMA Interface Module	4	1,639.56	$6,558.24
912802	Positron Primary Backroom Server	1	4,197.50	$4,197.50
912803	Positron Primary VoIP Soft Switch	1	3,047.50	$3,047.50
912806	Switch, 24 port	2	948.75	$1,897.50
912807	Equipment Cabinet, 4 foot	1	5,115.20	$5,115.20
912811	Backroom Position Access License	4	1,212.91	$4,851.64
912812	PBX Access License - per workstation	2	786.26	$1,572.52
912813	Power Supply (-48VDC)	2	1,144.25	$2,288.50
912814	Administrative Interface Module, 4 port	1	853.30	$853.30
912822	Positron Secondary Backroom Server	1	4,197.50	$4,197.50
912823	Positron Primary VoIP Soft Switch	1	3,047.50	$3,047.50
912875	Inter-Host SIP Communication Host License	1	15,237.50	$15,237.50
912890	Viper Media Kit	1	0.00	$0.00
913850/G2	Positron Viper Enabling Kit	2	1,980.88	$3,961.76
	Power 911 Software			
913100/U	Power 911 V 5 Client Access License, no charge - Evergreen	2	0.00	$0.00
913202/U	Power 911 Server Access License, no charge - Evergreen	2	0.00	$0.00
913400/CD	Power 911 Version 5 Media	1	0.00	$0.00
	PowerMIS			
920100/U	PowerMIS Server Software License, no charge - Evergreen	1	0.00	$0.00
920102/U	PowerMIS Data Access License, no charge - Evergreen	2	0.00	$0.00
920101/U	PowerMIS 4.2 Concurrent Client Access License, no charge - Evergreen	1	0.00	$0.00
920100/CD	PowerMIS Media & Documentation	1	0.00	$0.00
920202/U	PowerMIS Regional PSAP Data Access License, no charge - Evergreen	1	0.00	$0.00
	PowerMAP			
919100/U	PowerMap Software, no charge - Evergreen	2	0.00	
919102	PowerMap Enterprise Client Access License	1	1,523.75	$1,523.75
919100/CD	PowerMAP Media & Documentation	1	0.00	$0.00
	VIPER Hardware			
914102	Viper Workstation	2	1,604.25	$3,208.50
914121/1	Viper Workstation Underlying System Software & Configuration	2	313.95	$627.90
EA261WM	26" LCD Flat Panel Monitor	2	614.00	$1,228.00
914211/G6	Power 911 Type 2 Database Server, 72GB SAS HD	1	4,988.70	$4,988.70
914243/G6	146GB SAS Hot Plug HD for Power911 Database Server	2	665.85	$1,331.70
914431	Power911 Database Server Tape BackUp System	1	3,340.75	$3,340.75
914121/2	Power911 Database Server Underlying System Software	1	3,021.05	$3,021.05
914211/G6	PowerMIS Type 2 Server, 72GB SAS HD	1	4,988.70	$4,988.70
914243/G6	146GB SAS Hot plug HD for PowerMIS Server	2	665.85	$1,331.70

	VIPER Hardware			
914121/2	PowerMIS Server Underlying System Software	1	3,021.05	$3,021.05
914102	PowerMap Enterprise Client Workstation	1	1,604.25	$1,604.25
914102/1	PowerMAP Enterprise Workstation System Software & Configuration	1	313.95	$313.95
915109	Alarm Panel	1	1,138.50	$1,138.50
912808/G6	Keyboard, LCD, 8 port KVM Switch	1	2,943.89	$2,943.89
999999	Miscellaneous Hotfixes	1	0.00	$0.00
950510	Positron Project Management	1	3,458.72	$3,458.72
PW9170	PowerWare 9170 6kVA UPS	1	7,759.71	$7,759.71
	Staging.			
950856	Backroom Staging, up to 8 positions	1	3,450.00	$3,450.00
950850	Workstation Staging, up to 8 positions	1	3,450.00	$3,450.00
	SUPPORT Through 3/31/2016			
911000	VIPER Help Desk	1	8,032.28	$8,032.28
913100	VIPER Evergreen	1	30,048.42	$30,048.42
	Installation	1	10,750.00	$10,750.00
	Existing Customer Loyalty Discount	**-2**	**1,500.00**	**-$3,000.00**
	Total Equipment Sales Price			**$157,197.91**
	HGAC Administrative Fee			**$2,357.97**
	Total Sales Price			**$159,555.88**

NOTES:
The Regional 9-1-1 office will be responsible for the electrical installation of the new UPS

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City of Laredo Regional 911
Rio Grande City Police Department Remote System

	VIPER			
912800	Positron Gateway Shelf	2	603.41	$1,206.82
912801	Positron CAMA Interface Module	1	1,639.56	$1,639.56
912806	Switch, 24 port	2	948.75	$1,897.50
912811	Backroom Position Access License	3	1,212.91	$3,638.73
912812	PBX Access License - per workstation	2	786.26	$1,572.52
912813	Power Supply (-48VDC)	2	1,144.25	$2,288.50
912814	Administrative Interface Module, 4 port	1	853.30	$853.30
913850/G2	Positron Viper Enabling Kit	2	1,980.88	$3,961.76
	Power 911 Software			
913100/U	Power 911 V 5 Client Access License, no charge - Evergreen	2	0.00	$0.00
913202/U	Power 911 Server Access License, no charge - Evergreen	2	0.00	$0.00
913400/CD	Power 911 Version 5 Media	1	0.00	$0.00
	PowerMIS			
920102/U	PowerMIS Data Access License, no charge - Evergreen	2	0.00	$0.00
920101/U	PowerMIS 4.2 Concurrent Client Access License, no charge - Evergreen	1	0.00	$0.00
920202/U	PowerMIS Regional PSAP Data Access License, no charge - Evergreen	1	0.00	$0.00
	PowerMAP			
919100/U	PowerMap Software, no charge - Evergreen	2	0.00	
919102	PowerMap Enterprise Client Access License	1	1,523.75	$1,523.75
919100/CD	PowerMAP Media & Documentation	1	0.00	$0.00
	VIPER Hardware			
914102	Viper Workstation	2	1,604.25	$3,208.50
914121/1	Viper Workstation Underlying System Software & Configuration	2	313.95	$627.90
P208-001	M-Series Video card, 9125 PCIe x16 Dual Link DVI	2	509.45	$1,018.90
EM887A8	HP 19" LCD Flat panel Monitor	4	194.83	$779.32
NQ576AT	HP LCD Flat Panel Monitor Speaker Bar	2	19.33	$38.66
999999	Miscellaneous Hotfixes	1	0.00	$0.00
950510	Positron Project Management	1	929.05	$929.05
	Staging			
950856	Backroom Staging, per position	2	287.50	$575.00
950850	Workstation Staging, per position	2	287.50	$575.00
	SUPPORT Through 3/31/2016			
911000	VIPER Help Desk	1	4,347.58	$4,347.58
913100	VIPER Evergreen	1	17,612.48	$17,612.48
	Installation	1	8,150.00	$8,150.00

Existing Customer Loyalty Discount	-2	1,500.00	-$3,000.00
Total Equipment Sales Price			$53,444.83
HGAC Administrative Fee			$801.67
Total Sales Price			$54,246.50

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City of Laredo Regional 911
Roma Police Department Remote System

	VIPER			
912800	Positron Gateway Shelf	2	603.41	$1,206.82
912801	Positron CAMA Interface Module	1	1,639.56	$1,639.56
912806	Switch, 24 port	2	948.75	$1,897.50
912811	Backroom Position Access License	3	1,212.91	$3,638.73
912812	PBX Access License - per workstation	2	786.26	$1,572.52
912813	Power Supply (-48VDC)	2	1,144.25	$2,288.50
912814	Administrative Interface Module, 4 port	1	853.30	$853.30
913850/G2	Positron Viper Enabling Kit	2	1,980.88	$3,961.76
	Power 911 Software			
913100/U	Power 911 V 5 Client Access License, no charge - Evergreen	2	0.00	$0.00
913202/U	Power 911 Server Access License, no charge - Evergreen	2	0.00	$0.00
913400/CD	Power 911 Version 5 Media	1	0.00	$0.00
	PowerMIS			
920102/U	PowerMIS Data Access License, no charge - Evergreen	2	0.00	$0.00
920101/U	PowerMIS 4.2 Concurrent Client Access License, no charge - Evergreen	1	0.00	$0.00
920202/U	PowerMIS Regional PSAP Data Access License, no charge - Evergreen	1	0.00	$0.00
	PowerMAP			
919100/U	PowerMap Software, no charge - Evergreen	2	0.00	
919102	PowerMap Enterprise Client Access License	1	1,523.75	$1,523.75
919100/CD	PowerMAP Media & Documentation	1	0.00	$0.00
	VIPER Hardware			
914102	Viper Workstation	2	1,604.25	$3,208.50
914121/1	Viper Workstation Underlying System Software & Configuration	2	313.95	$627.90
P208-001	M-Series Video card, 9125 PCIe x16 Dual Link DVI	2	509.45	$1,018.90
EM887A8	HP 19" LCD Flat panel Monitor	4	194.83	$779.32
NQ576AT	HP LCD Flat Panel Monitor Speaker Bar	2	19.33	$38.66
999999	Miscellaneous Hotfixes	1	0.00	$0.00
950510	Positron Project Management	1	929.05	$929.05
	Staging			
950856	Backroom Staging, per position	2	287.50	$575.00
950850	Workstation Staging, per position	2	287.50	$575.00
	SUPPORT Through 3/31/2016			
911000	VIPER Help Desk	1	4,347.58	$4,347.58
913100	VIPER Evergreen	1	17,612.48	$17,612.48
	Installation	1	8,150.00	$8,150.00

Existing Customer Loyalty Discount	-2	1,500.00	-$3,000.00

Total Equipment Sales Price	$53,444.83
HGAC Administrative Fee	$801.67
Total Sales Price	$54,246.50

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City of Laredo Regional 911
Zapata County Sheriff's Office Remote System

	VIPER			
912800	Positron Gateway Shelf	2	603.41	$1,206.82
912801	Positron CAMA Interface Module	1	1,639.56	$1,639.56
912806	Switch, 24 port	2	948.75	$1,897.50
912811	Backroom Position Access License	3	1,212.91	$3,638.73
912812	PBX Access License - per workstation	2	786.26	$1,572.52
912813	Power Supply (-48VDC)	2	1,144.25	$2,288.50
912814	Administrative Interface Module, 4 port	1	853.30	$853.30
913850/G2	Positron Viper Enabling Kit	2	1,980.88	$3,961.76
	Power 911 Software			
913100/U	Power 911 V 5 Client Access License, no charge - Evergreen	2	0.00	$0.00
913202/U	Power 911 Server Access License, no charge - Evergreen	2	0.00	$0.00
913400/CD	Power 911 Version 5 Media	1	0.00	$0.00
	PowerMIS			
920102/U	PowerMIS Data Access License, no charge - Evergreen	2	0.00	$0.00
920101/U	PowerMIS 4.2 Concurrent Client Access License, no charge - Evergreen	1	0.00	$0.00
920202/U	PowerMIS Regional PSAP Data Access License, no charge - Evergreen	1	0.00	$0.00
	PowerMAP			
919100/U	PowerMap Software, no charge - Evergreen	2	0.00	
919102	PowerMap Enterprise Client Access License	1	1,523.75	$1,523.75
919100/CD	PowerMAP Media & Documentation	1	0.00	$0.00
	VIPER Hardware			
914102	Viper Workstation	2	1,604.25	$3,208.50
914121/1	Viper Workstation Underlying System Software & Configuration	2	313.95	$627.90
P208-001	M-Series Video card, 9125 PCIe x16 Dual Link DVI	2	509.45	$1,018.90
EM887A8	HP 19" LCD Flat panel Monitor	4	194.83	$779.32
NQ576AT	HP LCD Flat Panel Monitor Speaker Bar	2	19.33	$38.66
999999	Miscellaneous Hotfixes	1	0.00	$0.00
950510	Positron Project Management	1	929.05	$929.05
	Staging			
950856	Backroom Staging, per position	2	287.50	$575.00
950850	Workstation Staging, per position	2	287.50	$575.00
	SUPPORT Through 3/31/2016			
911000	VIPER Help Desk	1	4,347.58	$4,347.58
913100	VIPER Evergreen	1	17,612.48	$17,612.48
	Installation	1	8,150.00	$8,150.00

Existing Customer Loyalty Discount	-2	1,500.00	-$3,000.00

Total Equipment Sales Price	$53,444.83
HGAC Administrative Fee	$801.67
Total Sales Price	$54,246.50

CenturyLink™

City of Laredo Regional 911
Laredo Police Department Host System

	VIPER			
912801	Positron CAMA Interface Module	1	1,639.56	$1,639.56
912802	Positron Primary Backroom Server	1	4,197.50	$4,197.50
912803	Positron Primary VoIP Soft Switch	1	3,047.50	$3,047.50
912822	Positron Secondary Backroom Server	1	4,197.50	$4,197.50
912823	Positron Primary VoIP Soft Switch	1	3,047.50	$3,047.50
912875	Inter-Host SIP Communication Host License	1	15,237.50	$15,237.50
912890	Viper Media Kit	1	0.00	$0.00
913850/G2	Positron Viper Enabling Kit	8	1,980.88	$15,847.04
	Power 911 Software			
913100/U	Power 911 V 5 Client Access License, no charge - Evergreen	8	0.00	$0.00
913202/U	Power 911 Server Access License, no charge - Evergreen	8	0.00	$0.00
913400/CD	Power 911 Version 5 Media	1	0.00	$0.00
	PowerMIS			
920100/U	PowerMIS Server Software License, no charge - Evergreen	1	0.00	$0.00
920102/U	PowerMIS Data Access License, no charge - Evergreen	8	0.00	$0.00
920101/U	PowerMIS 4.2 Concurrent Client Access License, no charge - Evergreen	1	0.00	$0.00
920100/CD	PowerMIS Media & Documentation	1	0.00	$0.00
920202/U	PowerMIS Regional PSAP Data Access License, no charge - Evergreen	1	0.00	$0.00
	PowerMAP			
919100/U	PowerMap Software, no charge - Evergreen	8	0.00	
919102	PowerMap Enterprise Client Access License	1	1,523.75	$1,523.75
919100/CD	PowerMAP Media & Documentation	1	0.00	$0.00
	VIPER Hardware			
914102	Viper Workstation	8	1,604.25	$12,834.00
914121/1	Viper Workstation Underlying System Software & Configuration	8	313.95	$2,511.60
EA261WM	26" LCD Flat Panel Monitor	10	614.00	$6,140.00
914136/05	Power 911 SQL 2005 Database Server	1	1,449.51	$1,449.51
914136/05	PowerMAP SQL 2005 Database Server	1	1,449.51	$1,449.51
PW9170	PowerWare 9170 6kVA UPS	1	7,759.71	$7,759.71
999999	Miscellaneous Hotfixes	1	0.00	$0.00
950510	Positron Project Management	1	3,165.55	$3,165.55
	Staging			
950856	Backroom Staging, up to 8 positions	1	3,450.00	$3,450.00
950850	Workstation Staging, up to 8 positions	1	3,450.00	$3,450.00

	SUPPORT Through 3/31/2016			
911000	VIPER Help Desk	1	16,976.23	$16,976.23
913100	VIPER Evergreen	1	73,768.59	$73,768.59
	Installation	1	6,950.00	$6,950.00
	Existing Customer Loyalty Discount	**-8**	**1,500.00**	**-$12,000.00**
	Total Equipment Sales Price			**$176,642.55**
	HGAC Administrative Fee			**$2,649.64**
	Total Sales Price			**$179,292.19**

NOTES:
The Regional 9-1-1 office will be responsible for the electrical installation of the new UPS

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City of Laredo Regional 911
Jim Hogg County Sheriff's Office Remote System

	VIPER			
912800	Positron Gateway Shelf	2	603.41	$1,206.82
912801	Positron CAMA Interface Module	1	1,639.56	$1,639.56
912806	Switch, 24 port	2	948.75	$1,897.50
912811	Backroom Position Access License	3	1,212.91	$3,638.73
912812	PBX Access License - per workstation	2	786.26	$1,572.52
912813	Power Supply (-48VDC)	2	1,144.25	$2,288.50
912814	Administrative Interface Module, 4 port	2	853.30	$1,706.60
913850/G2	Positron Viper Enabling Kit	2	1,980.88	$3,961.76
	Power 911 Software			
913100/U	Power 911 V 5 Client Access License, no charge - Evergreen	2	0.00	$0.00
913202/U	Power 911 Server Access License, no charge - Evergreen	2	0.00	$0.00
913400/CD	Power 911 Version 5 Media	1	0.00	$0.00
	PowerMIS			
920102/U	PowerMIS Data Access License, no charge - Evergreen	2	0.00	$0.00
920101/U	PowerMIS 4.2 Concurrent Client Access License, no charge - Evergreen	1	0.00	$0.00
920202/U	PowerMIS Regional PSAP Data Access License, no charge - Evergreen	1	0.00	$0.00
	PowerMAP			
919100/U	PowerMap Software, no charge - Evergreen	2	0.00	
919102	PowerMap Enterprise Client Access License	1	1,523.75	$1,523.75
919100/CD	PowerMAP Media & Documentation	1	0.00	$0.00
	VIPER Hardware			
914102	Viper Workstation	2	1,604.25	$3,208.50
914121/1	Viper Workstation Underlying System Software & Configuration	2	313.95	$627.90
EA261WM	26" LCD Flat Panel Monitor	2	614.00	$1,228.00
999999	Miscellaneous Hotfixes	1	0.00	$0.00
950510	Positron Project Management	1	961.30	$961.30
	Staging			
950856	Backroom Staging, per position	4	287.50	$1,150.00
950850	Workstation Staging, per position	4	287.50	$1,150.00
	SUPPORT Through 3/31/2016			
911000	VIPER Help Desk	1	4,435.33	$4,435.33
913100	VIPER Evergreen	1	18,124.46	$18,124.46
	Installation	1	8,150.00	$8,150.00

Existing Customer Loyalty Discount	-2	1,500.00	-$3,000.00

Total Equipment Sales Price	$55,471.23
HGAC Administrative Fee	$832.07
Total Sales Price	$56,303.30

CenturyLink™

City of Laredo Regional 911
Webb County Sheriff's Office Remote System

	VIPER			
912800	Positron Gateway Shelf	2	603.41	$1,206.82
912801	Positron CAMA Interface Module	1	1,639.56	$1,639.56
912806	Switch, 24 port	2	948.75	$1,897.50
912811	Backroom Position Access License	5	1,212.91	$6,064.55
912812	PBX Access License - per workstation	4	786.26	$3,145.04
912813	Power Supply (-48VDC)	2	1,144.25	$2,288.50
912814	Administrative Interface Module, 4 port	2	853.30	$1,706.60
913850/G2	Positron Viper Enabling Kit	4	1,980.88	$7,923.52
	Power 911 Software			
913100/U	Power 911 V 5 Client Access License, no charge - Evergreen	4	0.00	$0.00
913202/U	Power 911 Server Access License, no charge - Evergreen	4	0.00	$0.00
913400/CD	Power 911 Version 5 Media	1	0.00	$0.00
	PowerMIS			
920102/U	PowerMIS Data Access License, no charge - Evergreen	4	0.00	$0.00
920101/U	PowerMIS 4.2 Concurrent Client Access License, no charge - Evergreen	1	0.00	$0.00
920202/U	PowerMIS Regional PSAP Data Access License, no charge - Evergreen	1	0.00	$0.00
	PowerMAP			
919100/U	PowerMap Software, no charge - Evergreen	4	0.00	
919102	PowerMap Enterprise Client Access License	1	1,523.75	$1,523.75
919100/CD	PowerMAP Media & Documentation	1	0.00	$0.00
	VIPER Hardware			
914102	Viper Workstation	4	1,604.25	$6,417.00
914121/1	Viper Workstation Underlying System Software & Configuration	4	313.95	$1,255.80
P208-001	M-Series Video card, 9125 PCIe x16 Dual Link DVI	4	509.45	$2,037.80
EM887A8	HP 19" LCD Flat panel Monitor	8	194.83	$1,558.64
NQ576AT	HP LCD Flat Panel Monitor Speaker Bar	4	19.33	$77.32
PW9170	PowerWare 9170 6kVA UPS	1	7,759.71	$7,759.71
999999	Miscellaneous Hotfixes	1	0.00	$0.00
950510	Positron Project Management	1	1,764.85	$1,764.85
	Staging			
950856	Backroom Staging, per position	2	287.50	$575.00
950850	Workstation Staging, per position	2	287.50	$575.00
	SUPPORT Through 3/31/2016			
911000	VIPER Help Desk	1	6,983.62	$6,983.62
913100	VIPER Evergreen	1	33,353.67	$33,353.67
	Installation	1	9,350.00	$9,350.00

Existing Customer Loyalty Discount	-4	1,500.00	-$6,000.00
Total Equipment Sales Price			$93,104.25
HGAC Administrative Fee			$1,396.56
Total Sales Price			$94,500.81

NOTES:
The Regional 9-1-1 office will be responsible for the electrical installation of the new UPS

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City of Laredo Regional 911
Training Center

	VIPER			
912890	Viper Media Kit	1	0.00	$0.00
	Power 911 Software			
913100/U	Power 911 V 5 Client Access License, no charge - Evergreen	2	0.00	$0.00
913202/U	Power 911 Server Access License, no charge - Evergreen	2	0.00	$0.00
913400/CD	Power 911 Version 5 Media	1	0.00	$0.00
	PowerMIS			
920100	PowerMIS Server Software License, no charge - Evergreen	1	0.00	$0.00
920102	PowerMIS Data Access License, no charge - Evergreen	8	0.00	$0.00
920101	PowerMIS 4.2 Concurrent Client Access License, no charge - Evergreen	1	0.00	$0.00
920100/CD	PowerMIS Media & Documentation	1	0.00	$0.00
920200	Regional Power MIS Server Software License, no charge - Evergreen	1	0.00	$0.00
920201	Regional MIS Concurrent Client Access License, no charge - Evergreen	1	0.00	$0.00
920202	Regional PowerMIS PSAP Data Access License, no charge - Evergreen	1	0.00	$0.00
920200/CD	Regional PowerMIS Media & Documentation	1	0.00	$0.00
	PowerMAP			
919100/U	PowerMap Software, no charge - Evergreen	2	0.00	
919101	PowerMap Enterprise Server License	1	9,150.00	$9,150.00
919101/CD	PowerMap Enterprise Media & Documentation	1	0.00	$0.00
919100/CD	PowerMAP Media & Documentation	1	0.00	$0.00
	VIPER Hardware			
999999	Miscellaneous Hotfixes	1	0.00	$0.00
950510	Positron Project Management	1	666.31	$666.31
	Installation	1	4,050.00	$4,050.00

Total Equipment Sales Price	**$13,866.31**
HGAC Administrative Fee	**$207.99**
Total Sales Price	**$14,074.30**

Notes

This quote is to change the configuration of the seven Laredo 911 PSAPs as follows:

Upgrade Laredo PD VIPER with new servers, new IWS positions, and new software versions
Make Laredo PD VIPER a Host for Webb County SO and Jim Hogg County SO
(Laredo PD is a stand-alone VIPER site today)
Make Webb County SO and Jim Hogg County SO Remote PSAPs off the Laredo Host VIPER
(Webb and Jim Hogg are stand-alone LL100 sites today)
Make Starr County SO a Host VIPER for Rio Grande City, Romas PD, and Zapata SO
(Starr County is currently a stand-alone LL100 site)
Make Rio Grande City PD, Roma PD, and Zapata County SO Remote PSAPs off the Starr Host VIPER
(RG City, Roma, and Zapata are stand-alone LL100 sites today)
Replace all IWS machines at all sites
Upgrade all sites to current software versions
Add Enterprise MAP software and clients (new Ent Map workstations not needed, see below)
Co-terminate all Help Desk and Software Evergreen to March 2016

Note: All LL100 sites (except Webb) have a 914210 Type 1 Server today for RMIS server and ePrinter.
These existing 914210 machines will become the Obj Server when these sites are converted to
VIPER Remotes.
The Webb County tab on this quote has an Obj Server included because there isn't a server-grade
machine at that site today.
The decomissioned ePrinter machine at Webb will be reused for the Webb Enterprise Map workstation.
Decommissioned workstations from the LL100 sites will be reused for the Enterprise Map workstation
at the VIPER Remotes.
Laredo PD, Jim Hogg, and Starr County are running P911 and PMAP on a single monitor.

WAN Requirements:
- Layer 3 routing must be provided between all locations
- Certified CAT5e/CAT6 between all network switches
- Guaranteed Bandwidth for all Positron Public Safety applications (bandwidth to be advised)
- Low Latency (< 40ms)
- Low Jitter (< 5ms)
- Support for DHCP Relay/Forwarding (per RFC 1542) from remote sites to their associated hosts
- Support for QoS (Quality of Service)
- Security against intrusion and virus attack
- Reliable links (fault tolerant) – no single point of failure may cause L3+ disruption for more than four (4) seconds
- DNS Caching and forwarding from remotes to their associated hosts
- Multicasting between remote sites and their associated hosts
- No Multicast capability between 2 autonomous hosts
- Cisco routers using IOS that conform to Cisco's operating specifications
- A Cisco privileged user/password combination of PPSS's choice accessible via telnet.

A Dial-Up Line for Remote Monitoring and Maintenance must be provisioned.

Routers are NOT included. Router interfacing equipment is not included. Peripherals are not included. Network

COUNCIL COMMUNICATION

DATE:

12/06/10

SUBJECT: MOTION

Authorizing the City Manager to contract with the following consulting firms for intergovernmental, informational, and advocacy services to be provided to the City of Laredo for the period beginning of October 1, 2010 through September 30, 2011. Funding is available in General, Telecommunications, Bridge, NPDES, Water, Wastewater, Solid Waste, and Airport Funds.

- Miller & Van Eaton, P.L.L.C. (Gerry Lederer), Washington, D.C., in the amount of $84,950.00.
- McWilliams & Associates (Andrea McWilliams), Austin, Texas, in the amount of $75,600.00.

INITIATED BY:

Carlos Villarreal, City Manager

STAFF SOURCE:

Jessica L. Hein, CASS Manager

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

These legislative consultants will provide state or federal intergovernmental, informational, and advocacy services for the City of Laredo.

FINANCIAL:

FY 2011 - Fund Breakdown	General Fund [1]	Telecom m Fund [2]	Bridge Fund [3]	NPDES Fund [4]	Utilities Water [5]	Utilities Sewer [6]	Solid Waste [7]	Airport Fund [8]	TOTAL
Gerry Lederer	$0	$45,000	$0	$39,950	$0	$0	$0	$0	$84,950
Andrea McWilliams	$3,600	$0	$0	$0	$25,000	$25,000	$22,000	$0	$75,600
TOTALS	$3,600	$45,000	$0	$39,950	$25,000	$25,000	$22,000	$0	$160,550

1 101-5505-513-5526
2 595-5510-513-5526
3 553-4062-533-5526
4 249-3810-543-5526
5 557-4110-533-5526
6 559-4200-533-5526
7 556-2560-533-5526
8 242-3605-583-5526

COMMITTEE RECOMMENDATION:

N/A

STAFF RECOMMENDATION:

Approval of this Motion.

CONSULTING SERVICES AGREEMENT

This agreement is made and entered into this 1st day of October, 2010 by and between Andrea McWilliams, whose principal office is located at 1220 Colorado, Suite 100, Austin, Texas 78701 (hereinafter referred to as the "Consultant"), and the City of Laredo, having an office located at 1110 Houston Street, Laredo, Texas 78045 (hereinafter referred to as "Client").

Whereas, Consultant has offered services to the Client and the Client has determined to purchase such services from Consultant as are described below in accordance with the terms set forth herein.

Now, therefore, in consideration of the foregoing premises, the parties hereby agree as follows:

I. SCOPE OF SERVICES

Consultant hereby agrees to perform the following consulting and government relations services in the State of Texas for the Client:

a) Consultant will monitor, track and analyze legislation, administrative rules and committee activity as directed by Client. Consultant will provide intelligence-gathering services as directed by the Client. Consultant will promptly report legislative or administrative activity that could affect the Client either positively or adversely.

b) Consultant will serve as a general strategic resource and assist the Client in developing government relations strategies.

c) Consultant will lobby in support or in opposition to legislation, rules, policies or programs that may affect the Client including drafting proposed legislation, appearing as an advocate before members of the executive and legislative branch and presenting information to the legislature or state government.

d) Consultant will work with trade associations and other entities sharing the Client's interests with, and only with, the express direction of the Client.

e) Consultant will monitor changes in state lobbying and campaign contribution and reporting law and advise the Client of those changes in a timely manner.

f) As appropriate and as mutually agreed by both parties, this Agreement can be amended to allow Consultant to perform such other services as may be in the best interests of the Client.

g) Consultant will meet with Client representatives at reasonable times and in mutually agreed locations.

h) Consultant warrants that consultant has or will establish the necessary facilities to enable consultant to carry out the responsibilities listed herein.

i) Consultant shall not seek, obtain, or disclose to the Client any information considered by a third party to be proprietary and/or confidential to that third party, except as otherwise agreed by that third party.

j) In conformity with the provision in the Section below entitled "Conflict of Interest", Consultant hereby represents that consultant has not, and agrees that consultant will not during the term of this Agreement, without prior written consent of the Client, enter into any agreements to represent in any manner or capacity other entities in a similar capacity to that described herein relating to the subject matter of this Agreement.

I. CONFLICT OF INTEREST

The parties hereby recognize and acknowledge that, pursuant to the laws of the State of Texas, a registered lobbyist may represent multiple clients with the client's consent after disclosure and consideration of the possible effects of that representation on the Consultant's professional judgment. Pursuant to said laws, Consultant hereby confirms, and the Client hereby acknowledges that Consultant does not currently represent any clients that would constitute a conflict of interest to the work contemplated to be performed by Consultant hereunder.

II. TERMS, WARRANTIES AND REPRESENTATIONS

Consultant agrees to the following terms and makes the following warranties:

a) Consultant will perform all duties in a timely and professional manner and will abide by all state laws. Consultant will engage in no illegal or unethical activities when engaged in activities on behalf of the Client.
b) Consultant will comply with all applicable federal, state and local laws including those governing gifts and political contributions.
c) If Consultant's activities warrant registration under Chapter 305 of the Texas Government Code, Consultant will properly register and maintain registration throughout the duration of this Agreement. .

III. REGISTRATION AND REPORTING

If applicable, Consultant is responsible for registering and filing all reports with federal, state and local governments which may be required by law or regulation in connection with Consultant's activities on behalf of the Client. Such reports must be filed in an accurate and timely manner at Consultant's expense. To the extent Client must file any similar reports, Consultant will provide all necessary information and assistance to the Client, in a timely manner, to enable the Client to comply with this filing and registration requirements.

IV. COMPENSATION, CONSIDERATION AND TERM OF CONTRACT – RETAINER AGREEMENT

a) In consideration for the services provided, Client will pay Consultant a monthly sum of $6,300.00 per month for services commencing the 1st day of October 2010 through the 30th day of September 2011.
b) Consultant shall submit monthly invoices no later than the second Monday following the month for which the invoice is submitted.
c) The Client will not pay any additional expenses unless agreed to by a representative of the Client.
d) The term of this retainer agreement shall be for a period of 12 months, ending the 30th day of September 2011. However, upon mutual agreement of both parties, this agreement may be cancelled at any time with 90 days written notice.

V. CLIENT CONFIDENTIAL INFORMATION

Consultant agrees for herself and on behalf of all employees and agents of Client, that with respect to any data, documents or other writings supplied by the Client to Consultant and identified as proprietary or confidential information (hereinafter referred to as "Confidential Information"):

a) To use such Confidential Information only in Consultant's performance under this Agreement;
b) Not to make copies of such Confidential Information or any part thereof without the written permission of the Client;
c) Not to disclose any such Confidential Information or any part thereof to others for any purpose;
d) To limit dissemination of such Confidential Information to persons within Consultant's employ who are directly involved in Consultant's performance under this Agreement and have a need to use such Confidential Information for purposes of such performance only; and
e) To return such Confidential Information and any copies thereof to the Client at the completion of all services under this Agreement or at such earlier date as the Client may designate.

Confidential Information shall include, but is not limited to, all written documentation which is required to be delivered under this Agreement or which is delivered pursuant to the Agreement.

VI. CORRUPT GIFTS AND THE PAYMENT OF COMMISSION

Consultant shall not offer or give or agree to give any person employed by Client, or any official or employee of the State of Texas, any gift, commission, rebate or consideration of any kind as inducement or reward for doing, influencing or carrying out any act in relation to the obtaining or execution of a contract or award in response to the Request for Offer or for showing any favor or disfavor to any person or persons in relation thereto. Breach of this Section may render the Consultant, and/or agents liable to punishment by law.

VII. PUBLIC RELEASE OF INFORMATION

Consultant shall obtain the prior written approval of the Client concerning the content and timing of news releases, articles, brochures, advertisements, speeches and other information releases concerning the work performed or to be performed hereunder by Consultant. Consultant agrees to give the Client reasonable advance time for review of any materials submitted to the Client for approval.

VIII. NATURE OF PROFESSIONAL RELATIONSHIP

Consultant is an independent contractor and the Agreement shall not be construed or interpreted to create an association, partnership, joint venture, relation of principal and agent or employer and employee between the Client and Consultant within the meaning of federal, state or local law. Consultant shall not enter into any agreement, oral or written, on behalf of the Client without the express written approval of the Client.

IX. LIMITATION ON LIABILITY

EXCEPT IN THE EVENT OF GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT BY CONSULTANT, IN NO EVENT WILL THE CONSULTANT BE LIABLE FOR SPECIAL, COLLATERAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS, LOSS OF USE, INTERRUPTIONS OF BUSINESS, AND CLAIMS OF CUSTOMERS).

EXCEPT IN THE EVENT OF GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT BY CONSULTANT, CONSULTANT'S TOTAL AGGREGATE CONTRACTUAL OR TORTIOUS LIABILITY OWING TO CLIENT UNDER THIS AGREEMENT, INCLUDING LIABILITIES OF WHATSOEVER NATURE AND HOWSOEVER ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR AT LAW SHALL IN NO CIRCUMSTANCE EXCEED THE AMOUNT PAID TO CONSULTANT BY CLIENT FOR THE SERVICES TO BE PERFORMED HEREUNDER.

X. GENERAL

a) Consultant agrees that the work performed under this Agreement, including the services provided, shall comply with all applicable permits and licenses and the requirements of all applicable laws, regulations and standards.

b) Consultant shall not assign or delegate this Agreement or any of its rights, duties or obligations thereunder to any person or entity without prior written approval of the Client.

c) The terms of this Agreement constitute the final and entire agreement between the parties and no prior or contemporaneous representations, expressions or agreements, either written or oral, shall vary or supplement the terms of this Agreement. The terms of this Agreement shall not be supplemented or contradicted by course of dealing, usage of trade or course of performance under this or other contracts.

d) Amendments to the Agreement shall be in writing and signed by both Parties.

In witness whereof, the parties hereto have affixed their signatures on the date(s) specified below.

City of Laredo **(Client)**	**Andrea McWilliams** **(Consultant)**
By_____	**By**_____
Title_____	**Title**_____
Date_____	**Date**_____

CONTRACT EXTENSION
FOR PROFESSIONAL SERVICES

PARTIES

1. This contract is between Miller & Van Eaton, P.L.L.C.,("Firm") and the City of Laredo, Texas ("City") for professional services (Washington-Representation). This contract and the enclosed **Standard Terms of Engagement** (which is incorporated by reference) set forth the additional terms of our engagement.

PROFESSIONAL SERVICES

2. For purposes of this contract, professional services shall mean advocacy services on behalf of the City of Laredo, as directed by the appropriate city officials and staff and in coordination with the City's congressional delegation. It shall also include securing adoption of measures favorable to the city through liaison with the Administration and associations of state and local government officials.

TERM

3. The contract term for this engagement is for twelve (12) months covering the time period from October 1, 2010 through September 30, 2011 and supersedes any other contracts that were entered into previously.

PROFESSIONAL SERVICES CAP

4. Subject to the provision of paragraph 6 below, the cost of the provision of professional services under this contract shall not to exceed seventy-five thousand and six hundred dollars ($75,600). With the exception of February and March of 2011, professional services will be billed at a rate of $5,800 per month (10 months X $5,800 monthly retainer = $58,000.) For this monthly retainer, the City is entitled to up to forty-five (45) hours of work per month. In February and March, the rate shall be $8,800 per month, and the City will be entitled to 60 hours of work. Any hours worked by the Firm in excess of 45 hours in any given month of the contract shall be carried over to the next month, but there shall be no carryover of February and March.

RECOVERY OF OUT-OF-POCKET AND OTHER RELATED EXPENSES

5. Not captured in the professional service cap outlined in paragraph 3 above are out-of-pocket or related expenditures. Related expenditures should not exceed nine thousand three hundred and fifty dollars ($9,350) for the life of this contract. The basis for this estimate is attached hereto as Exhibit A. The Firm shall notify the City in writing when related expenditures reach eighty (80%) percent of the amount authorized. The term "related expenditures" includes, as applicable, travel, postage, messenger services, copying, approved meals and registration fees, and such necessary expenses incurred by The Firm on the City's behalf to render professional services.

AMENDMENTS REQUIRE CITY COUNCIL APPROVAL

6. The City shall not be obligated to pay the Firm any amount in excess of the fee and expense caps without City Council approval, nor shall the Firm be obligated to perform services over and above the hours authorized by the City.

7. Should unforeseen circumstances, such as an expansion in the number of City projects within the scope of services described in paragraph 2, result in the Firm's belief that it could possible exceed the professional service cap of 600 hours for the life of the contract, Firm must promptly advise the City Manager.

8. The parties agree that should the Firm be authorized to bill the City for professional services in excess of the total cost set forth herein, and approved by the Council, the fees for such additional services shall be billed at the following agreed to rate.

Professional	Hourly Rate
Gerard Lavery Lederer	$320.00
Paralegal	$ 85.00

MISCELLANEOUS

9. The client for this engagement is the City of Laredo, Texas, and not any individual officer or employee thereof.

10. While this is a contract for professional services, it should be noted that the City and Firm have a separate contract for legal services. The professional services provided pursuant to this agreement will be governed by the attorney-client relationship as well. The attorney-client relationship is one of mutual trust and confidence. The Firm will do its best to ensure that the City is satisfied not only with the Firm's services but also with the reasonableness of the fees charged for those services. Whenever the City has any questions or comments regarding Firm's services, or the status of City's files, or whenever any new facts or considerations come to the City's attention, the City should contact the Firm's attorney with whom the City is working. The Firm also encourages the City to inquire about any matter relating to fee arrangements or monthly statements that are in any way unclear.

CITY OF LAREDO

The Firm

By:_____
Nicholas Miller

By:_____
Carlos Villareal
Its City Manager

By: _____

Gustavo Guevara
Its City Secretary

ATTACHMENT 1

The Standard Terms of Engagement contain a binding alternative dispute resolution provision which may be enforced by the parties

MILLER & VAN EATON, P.L.L.C.

STANDARD TERMS OF ENGAGEMENT

I. Includes information provided in accordance with the D.C. Rules of Professional Conduct

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This statement sets forth certain standard terms of our engagement as your lawyers and is intended as a supplement to the engagement letter that we have with you as our client. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you as reflected in the engagement letter. Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions. We suggest that you retain this statement in your file with the engagement letter. This engagement shall be subject to the D.C. Rules of Professional Conduct.

The Scope of Our Work

We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

It is our policy that the person or entity that we represent is the person or entity that is identified in our engagement letter. Absent an express agreement to the contrary our representation does not include any affiliates of such person or entity (*e.g.*, if you are a corporation or partnership, the representation does not include any parents, subsidiaries, employees, officers, directors, shareholders or partners of the corporation or partnership, or commonly owned corporations or partnerships; or if you are a trade association, any members of the trade association). If you believe this engagement includes additional entities or persons as our clients you should inform us immediately.

It is also our policy that the attorney-client relationship will be considered terminated upon our completion of any services that you have retained us to perform. If you later retain us to perform further or additional services, our attorney-client relationship will be revived subject to these Standard Terms of Engagement and those set forth in this letter as they may be modified by mutual agreement to fit the circumstances at that time.

Who Will Provide the Legal Services

Customarily, each client of the firm is served by a principal attorney contact. The principal attorney should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal attorney at any time. Subject to the supervisory role of the principal attorney, your work or parts of it may be performed by other lawyers and legal assistants in the firm. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis.

How Our Fees Will Be Set

Generally, our fees are based on the time spent by the lawyers and paralegal personnel who work on the matter. We will charge for all time spent in representing your interest, including, by way of illustration, telephone and office conferences with you and your representatives, consultants (if any), opposing counsel, and others; conferences among our legal and paralegal personnel; factual investigation; legal research; responding to your requests for us to provide information to your auditors in connection with reviews or audits of financial statements; drafting letters and other documents; and travel. We will keep accurate records of the time we devote to your work.

The hourly rates of our lawyers and legal assistants are reviewed and generally adjusted periodically on a Firm-wide basis to reflect current levels of legal experience, changes in overhead costs, and other factors. Although we may from time to time, at the client's request, furnish estimates of legal fees and other charges that we anticipate will be incurred, these estimates are by their nature inexact (due to unforeseeable circumstances) and, therefore, the actual fees and charges ultimately billed may vary from such estimates.

With your advance agreement, the fees ultimately charged may be based upon a number of factors, including: the time and effort required, the novelty and complexity of the issues presented, the value of the services to you, the amount of money or value of property involved, the results obtained, and the time constraints imposed by you and other circumstances, such as an emergency closing or the need for injunctive relief from court.

For certain well-defined services and special circumstances we will (if requested) quote a flat fee. In all such situations, that flat fee arrangement will be expressed in a letter, setting forth both the amount of the fee and the scope of the services to be provided. We also will, in appropriate circumstances, provide legal services on a contingent fee basis. Any contingent fee representation must be the subject of a separate and specific engagement letter.

Additional Charges

In addition to our fees, there will be other charges for items incident to the performance of our legal services. Generally, charges which reflect the use of resources provided by outside vendors (courier services, court reporters, etc.) are charged at the vendor's charge to us without

markup. Certain other charges reflect the utilization of firm resources or involve an integral combination of firm's resources and outside vendors (photocopying, computer research, etc.). These services are charged at standard rates which encompass both the direct vendor charge and an amount equal to the firm's estimate of an appropriate charge for the firm resources allocated to the service. While these charges may not match the firm's exact cost of providing these services in each instance, we believe that these charges are fair and generally comparable to the charges made by other firms for similar services. The current basis for these charges is set forth below. The Firm may review this schedule of charges on an annual basis and adjust them to take into account changes in the Firm's costs and other factors.

Computer Research: The Firm uses the Lexis/Nexis and Westlaw computer-assisted research services. Where applicable, such research is more efficient than traditional book research and permits access to a much broader range of resources than normally found in a law firm library. However, in addition to the electronic data provided by the computer research services, we must provide dedicated hardware and technical support. We have entered into contracts for the electronic data with our computer research services which we believe provides the lowest rates for our projected usage.

Photocopying: The Firm charges $.25 per page.

Mail: Clients are charged the actual cost of postage for the U.S. Postal Service, as well as the actual cost of air express couriers.

Overtime: Staff overtime is charged only when required by the time constraints of the specific project.

Facsimile: The Firm charges $1.00 per page for outgoing faxes, which includes all telephone costs. There is no charge for incoming faxes.

Telephone Calls: There is no charge for local calls. Long distance calls which originate at the Washington office are billed according to the actual cost of the call plus 20%.

Travel-Related Expenses: Airfare, meals, and related travel expenses charged to the client represent actual, out-of-pocket cost. Automobile mileage is charged at the IRS-approved rate of .31 per mile. Credits earned under the Frequent Flyer Programs accrue to the individual traveler and not to the Firm.

Firm Messengers: There is no charge to the client for walking messenger trips made by Washington office employees. Other courier expenses are billed at the actual cost to Firm.

All Other Costs: The Firm charges actual disbursements for third-party services such as court reporters, expert witnesses, etc.

Unless special arrangements are otherwise made, fees and expenses of others (such as experts, investigators, consultants and court reporters) will be the responsibility of, and billed directly to,

the client. Further, all invoices in excess of $500 will be forwarded to the client for direct payment, unless other arrangements are agreed to separately.

In the event that payments from you to us include advances of unearned fees and unincurred costs, you agree that such advances may be **commingled** with the firm's funds, subject to an accounting not later than upon termination of the representation.

Payment

Our billing rates are based on the assumption of prompt payment. Consequently, unless other arrangements are made, fees for services and other charges will be billed monthly and are payable within thirty days of receipt. We reserve the right to charge interest after thirty days at the maximum legally permissible rate up to 1% per month or 12% per annum on amounts past due.

Representation in Unrelated Matters

We understand and agree that this is not an exclusive agreement, and you are free to retain any other counsel of your choosing. We recognize that we shall be disqualified from representing any other client (i) in any matter which is substantially related to our representation of you and (ii) with respect to any matter where confidential information you furnished to us could be used to your material disadvantage. We represent many other companies and individuals. It is possible that some of our present or future clients may have interests which conflict with yours in litigation, business transactions or other legal matters during the time that we are representing you. Subject to the requirements of the District of Columbia Rules of Professional Conduct which govern us, we may in the future consult with you about our continued representation or our undertaking of a new representation of a client in any such matter that is not substantially related to our work for you and that does not risk potential use of confidential information to your material disadvantage. The D.C. Rules of Professional Conduct deal specifically with instances where unforeseen conflicts arise between existing clients of the firm.

Termination of Engagement

You may terminate our engagement with or without cause at any time on written notice to us. We will return all client papers and property immediately upon termination of our engagement. We will, however, retain our own files. If you wish to make copies of our files, you or your new lawyer can arrange to make copies of all our papers that we believe are necessary to continued representation. Termination of our services will not affect your responsibility to pay for legal services rendered and all expenses and other charges incurred up to the date when we receive notice of termination, and for any further work required of us in order to facilitate an orderly turnover of matters in process at the time of termination.

We may terminate our engagement for any of the reasons permitted under the Rules of Professional Conduct which govern us, including: your failure to pay promptly our bills, misrepresentation of (or failure to disclose) any material facts, action taken contrary to our advice, or any other conduct or situation that in our judgment impairs an effective attorney-client

relationship between us or presents conflicts with our professional responsibilities. Subject to the Rules of Professional Conduct which govern us, we may also terminate our engagement by reason of your failure to consent to our representation of a client in accordance with the terms of the preceding section. If required, we will request a stipulation executed by you allowing us to withdraw as attorney of record in any judicial, arbitration or similar proceedings. We may also apply for a court order approving our withdrawal from representing you, and you agree in advance to our withdrawal.

Alternative Dispute Resolution: Mediation and Arbitration

Should any dispute arise concerning either the services provided to you by us or our billing statements forwarded to you, you and we shall first try in good faith to settle the dispute directly. If the dispute is not resolved, it shall be submitted to voluntary third party neutral mediation in accordance with the mediation rules of the American Arbitration Association. If mediation is not successful, you and we agree to arbitrate the dispute in accordance with the Rules of the American Arbitration Association. The mediation and arbitration proceedings, including any hearings, shall be held in a mutually agreeable venue. Both you and we agree that neither of us is entitled to or shall request or claim punitive or exemplary damages.

Client Documents

We will maintain any documents you furnish to us in our client file (or files) for this matter. At the conclusion of the matter (or earlier, if appropriate), it is your obligation to advise us as to which, if any, of the documents in our files you wish us to turn over to you. These documents will be delivered to you within a reasonable time after receipt of payment for outstanding fees and costs. We will retain any remaining documents in our files for a certain period of time and ultimately destroy them in accordance with our record retention program schedule then in effect.

Exhibit A

ESTIMATED EXPENSES

TRIPS		
USCM Winter Meeting	$1,000.00 (Registration, meals and parking)♥	
Laredo Week '11	$ 150.00 (Parking and meals)	
USCM Annual Meeting	$1,900.00 (Air, hotel and registration)♥	
Trip to Laredo	$1,200.00 (Air and hotel)	
LAREDO FESTIVAL IN DC		
MVE staffing[1]	$1,200.00	
II. Subtotal		**$5,450.00**
ESTIMATED MONTHLY EXPENSES		
Cabs and Inner D.C. Travel	$ 70.00	
Phone and fax	$100.00	
Meals (2 meals per month with City designees)	$125.00	
Mail/Fed Ex	$ 30.00	
Monthly Estimated Costs	$325.00	
X months in contract	x 12.00	
III. Subtotal for monthly		**$3.900.00**
IV. TOTAL		**$9,350.00**

♥ In the past, Lederer has been able to have registration fees waived in exchange for in-kind services to USCM, with 100% of the benefit going to Laredo. Should Lederer be able to continue this arrangement, under the new professional services agreement, all savings will be split between Lederer and Laredo in equal portions.

[1] Miller & Van Eaton will provide up to 3 staff to accept RSVPs, prepare name badges and staff party table during evening event.

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTION
12/06/2010	**AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF LAREDO HEALTH DEPARTMENT AND THE MID RIO GRANDE BORDER AREA HEALTH EDUCATION CENTER (AHEC) TO PARTNER WITH THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO, THE CENTER FOR SOUTH TEXAS PROGRAMS, SOUTH TEXAS AHEC, AND THE CITY OF LAREDO HEALTH DEPARTMENT. THE PARTNERSHIP WILL CONDUCT A HEALTH CARE NEEDS ASSESSMENT; ASSESS INDIGENT CARE; ADDRESS EMERGING HEALTH CARE ISSUES; ENHANCE THE DEVELOPMENT OF HEALTH CARE PROFESSIONS; AND, IMPROVE ACCESS TO HEALTH CARE. THE TERM OF THE PARTNERSHIP WILL BE FROM SEPTEMBER 1, 2010 THROUGH AUGUST 31, 2011. $161,000.00 WILL BE MADE AVAILABLE FOR USE FOR THE PARTNERSHIP THROUGH THE LAREDO CARE NEEDS ASSESSMENT GRANT.**

INITIATED BY:	**STAFF SOURCE:**
Cynthia Collazo Deputy City Manager	Hector F. Gonzalez, M.D., M.P.H. Health Director

PREVIOUS COUNCIL ACTION: On November 15, 2010, Council approved Ordinance 2010-O-170.

BACKGROUND:

In 2010, Laredo/Webb County remains almost entirely a Health Professions shortage area; it is classified as a severe Medically Underserved Area (MUA) and also a Dental and Nursing underserved area. There are also higher rates of cancer, prematurity, HIV and Sexually Transmitted Diseases, as well as a severe epidemic of obesity and diabetes in the region. Therefore, we face a critical need for a current comprehensive community-based health assessment to analyze, plan and project health care needs and services for the future.

To better project, prepare and address the public health and heath care needs along this Texas-Mexico border, this partnership will allow us to conduct a health assessment that will review health care status, public health needs, emerging health care needs and health professions development. Working together with the University of Texas Health Science Center with Dr. Adela Gonzalez and the Area Heath Education Center with Dr. Gladys Keene and various other local partners, city and county officials to produce an accurate, current and prioritized list of community issues accompanied with an action plan. This collaborative process will result in a critical tool that will be used to mobilize local, regional, state and federal resources for implementation strategies. Specifically, the Partner will:

- Conduct focus groups and data analysis to identify and retrieve health needs data
- Implement and distribute surveys and questionnaires to the public, providers, civic, business, university, city and county officials
- Analyze and compute results and share with oversight committees
- Develop an action plan based on those results

This plan will serve as the template for determining the current, emerging, and future needs required to build a strong foundation for a healthy Laredo of the future.

FINANCIAL: Funding is available in account 226-6103-543-5526, consultant fees.

COMMITTEE RECOMMENDATION:	**STAFF RECOMMENDATION:**
	Recommends that Council approve the motion.

AGREEMENT

STATE OF TEXAS §

COUNTY OF WEBB §

This agreement is made by and between the City of Laredo Health Department ("Department") and AHEC of the Mid Rio Grande Border ("Partner").

In consideration of the promises and of the mutual covenants and agreements contained in this Agreement, the parties hereby agree as follows:

DEFINITIONS

1. DEPARTMENT: Refers to the City of Laredo Health Department and has its principal place of business at 2600 Cedar Avenue, Laredo, Texas.

2. PARTNER: Refers to the AHEC of the Mid Rio Grande Border. Partner desires to render professional services for the City of Laredo Health Department on the terms and conditions provided in this agreement.

3. PROJECT: Refers to the Laredo Health Care Needs Assessment for which Centers for Disease Control and Prevention (CDC) have awarded a grant of Two Hundred Thousand Dollars ($200,000.00) to implement and execute.

SCOPE OF SERVICES

The Partner agrees to conduct, in coordination with the City of Laredo Health Department, a health care needs assessment to project health care services, assess indigent care, address emerging health care issues and needs, health care professions development as well as improve health care access. Specifically, the Partner will:

- Conduct focus groups and data analysis to identify and retrieve health needs data
- Implement and distribute surveys and questionnaires to the public, providers, civic, business, university, city and county officials
- Analyze and compute results and share with oversight committees
- Develop an action plan based on those results

This agreement will commence on September 1, 2010 and will continue until August 31, 2011.

COMPENSATION

The Department will pay the Partner a total of One Hundred and Sixty One Thousand dollars ($161,000.00) to implement the assessment partnering with The University of Texas Health Science Center at San Antonio (UTHSCSA) Center for South Texas Programs and South Texas Area Health Education Center.

RELATIONSHIP OF THE PARTIES

It is understood and agreed that the relationship of the Partner to the Department is that of Co-investigator. Each party is interested only in the results obtained under this Agreement. Under no circumstances shall either party be deemed an employee of the other, nor shall either party act as an agent of the other party.

NOTICES

Notices under this agreement shall be in writing and shall be hand delivered or sent by registered mail or certified mail, return receipt request, postage prepaid, properly addressed, to the respective parties at the addresses set forth below in this agreement. Notice actually received shall be deemed for all purposes to have been in writing and shall, for all purposes, be deemed to have been fully given and received.

Ms. Julie Bazan, MHA
AHEC of the Mid Rio Grande Border
1505 Calle del Norte Ste 430
Laredo, TX 78041

Hector F. Gonzalez, M.D., M.P.H., Director
City of Laredo Health Department
2600 Cedar Avenue
Laredo, TX 78040

DISPUTE OR CONTEST

In the unlikely event that a dispute which is litigated or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this agreement the losing party shall bear the cost of the attorneys' fees incurred by the prevailing party and any and all court costs applicable thereto.

FUNDING

This agreement is contingent upon funding being available for the term designated in this agreement. The Partner shall have no right of action against the Department in the event that the Department is unable to perform its obligations under this agreement as a result of suspension, termination, withdrawal or failure of funding to the Department.

AMENDMENT OR MODIFICATION

This agreement represents the entire agreement by and between the parties except as otherwise provided in this agreement. It may not be changed except by written agreement duly executed by all of the parties.

ENTIRE AGREEMENT

This agreement supersedes any and all other agreements, either oral or in writing, between the parties to this agreement with respect to this subject matter. No other agreement, statement, or promise relating to this subject matter will be valid or binding unless in writing and signed by both parties.

PARAGRAPH HEADINGS

The paragraph headings used in the agreement are descriptive only and shall have no legal force or effect whatever.

NO WAIVER

A failure or delay in the enforcement of the rights detailed in this agreement by either party shall not constitute a waiver of rights or be deemed a basis for estoppel. The parties may exercise their rights under this agreement despite delay or failure to enforce those rights.

SIGNED, accepted, and agreed to this ___ day of _____, 200__, by the undersigned parties, executed in duplicate by authorized representatives.

DEPARTMENT

By:_____

Carlos Villarreal Date
City Manager

RECOMMENDED

By: _____

Hector F. Gonzalez, M.D., M.P.H. Date
Health Director

APPROVED AS TO FORM

By: _____

Nathan R. Bratton Date
Assistant City Attorney

ATTESTED:

By:_____

Gustavo Guevara, Jr. Date
City Secretary

By: _____

Ms. Julie Bazan, MHA Date
AHEC of the Mid Rio Grande Border
1505 Calle del Norte Ste 430

Address to where reimbursement will be sent (if different than above)

_____

_____

_____

RE: Ordinance 2010-O-170; November 15, 2010/ Motion; December 6, 2010

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTION
12/06/2010	Authorizing the selection of Atlantis Solar, of Brownsville Texas to provide for the design-build of a 35 to 50 Kilowatt photovoltaic solar array rooftop mounted system, as well as a 2.4 Kilowatt wind generator at the City of Laredo's Environmental Services Department and authorizing the City Manager to enter into contract negotiations. This will offset approximately half of the energy consumption for this building. Funding is available through the State Energy Conservation Office (SECO) Grant.

INITIATED BY:	STAFF SOURCE:
Jesus Olivares, Assistant City Manager	Riazul Mia, P.E., Director Environmental Services Department

PREVIOUS COUNCIL ACTION:
None

BACKGROUND:

Under the State Energy Program (SEP), the Comptroller of Public Accounts (Comptroller) State Energy Conservation Office (SECO) is providing grant funding to eligible public entities for qualified renewable energy technologies. On August 6, 2010 SECO notified the City of Laredo of an award of $175,000.00 from the State Energy Program, with $50,000.00 in matching funds ($225,000.00). These funds will enable the Environmental Services Department to construct a small scale photovoltaic (PV) solar panel array system that will help offset energy usage of the building.

The City solicited request for Qualifications (RFQs) from qualified firms for the project, which were received on November 5, 2010. There were eight proposals received (Meridian Solar, Atlantis Solar, South Texas Solar Systems, S&B Infrastructure, AEG, Premier Engineering, EcoTech, and Corbo Electric). Staff reviewed the proposals and the firms ranked in the following order: 1). Meridian Solar, 2.) Atlantis Solar 3.) South Texas Solar Systems 4.) Corbo Electric 5.)AEG 6.) S&B Infrastructure and EcoTech (tie) 7.) Premier Engineering. Staff recommends Atlantis Solar as the best qualified firm due to their additional experience with wind generation.

Atlantis Solar will be responsible for the design and construction of a 35 to 50 Kilowatt photovoltaic solar array rooftop mounted system, as well as a 2.4 Kilowatt wind generator at the City of Laredo's Environmental Services Department.

FINANCIAL IMPACT:
Funding is available in the SECO grant account # 249-3854-545-9201.

RECOMMENDATION:	STAFF RECOMMENDATION:
	Approval of the motion.

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTION
12/06/2010	Authorizing the selection of Meridian Solar, of Austin Texas to provide for the design-build of a 20 Kilowatt photovoltaic solar array rooftop mounted system at the N.E. Hillside Recreation Center and a 20 Kilowatt photovoltaic solar array rooftop mounted system at the LBV Tech Rec Center and authorizing the City Manager to enter into contract negotiations. This will offset approximately a third to half of the energy consumption for these recreation centers. Funding is available through the Energy Efficiency and Conservation Block Grant (EECBG).

INITIATED BY:	STAFF SOURCE:
Jesus Olivares, Assistant City Manager	Riazul Mia, P.E., Director Environmental Services Department

PREVIOUS COUNCIL ACTION:
None

BACKGROUND:

The American Recovery and Reinvestment Act of 2009 appropriated $3.2 billion for the Energy Efficiency and Conservation Block Grant (EECBG) Program. The Energy Efficiency and Conservation Block Grant program assists local and state governments to develop and implement a comprehensive energy efficiency strategy which emphasizes a bottom-up, community-based approach in helping the nation meet its energy and climate protection goals.

The City solicited request for Qualifications (RFQs) from qualified firms for the project, which were received on November 5, 2010. There were eight proposals received (Meridian Solar, Atlantis Solar, South Texas Solar Systems, S&B Infrastructure, AEG, Premier Engineering, EcoTech, and Corbo Electric). Staff reviewed the proposals and the firms ranked in the following order: 1). Meridian Solar, 2.) Atlantis Solar 3.) South Texas Solar Systems 4.) Corbo Electric 5.)AEG 6.) S&B Infrastructure and EcoTech (tie) 7.) Premier Engineering. Staff recommends Meridian Solar as the best qualified firm.

Meridian Solar will be responsible for the design and construction of the two 20 Kilowatt photovoltaic solar array rooftop mounted systems. Total cost of the two projects is approximately $250,000.00.

FINANCIAL IMPACT:
Funding is available in the EECBG grant 249-3863 -545-92-01

RECOMMENDATION:	STAFF RECOMMENDATION:
	Approval of the motion.

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTION
12/06/10	Refund of property tax in the amount of $771.77 payable to Laredo Title & Abstract Ltd. due to an overpayment. Account # 923-00012-228.

INITIATED BY:	STAFF SOURCE:
HORACIO A. DE LEON JR., ASSISTANT CITY MANAGER	ELIZABETH MARTINEZ, RTA TAX ASSESSOR-COLLECTOR

PREVIOUS COUNCIL ACTION:

City Council has previously approved requests for refunds over $500.00 as required by State Law.

BACKGROUND:

Every month the Webb County Appraisal District submits to the City of Laredo changes in values certified by the WCAD Review Board. Some of these changes require tax refunds be issued due to clerical errors, double assessments, over assessments, over 65 exemptions, did not exist on the 1st of the year, exempt property and combined properties. As per section 26.15 (f) of the Texas Property Tax Code, "If a correction decreases the tax liability of a property owner after the owner has paid the tax, the taxing unit shall refund to the property owner the difference between the tax paid and the tax legally due. As per Section 31.11 (c) of the Texas Property Tax Code, "An application for a refund must be made within three years after the date of the payment or the taxpayer waives the right to the refund." A taxpayer may request a refund if an overpayment or an erroneous payment was made. As per Section 42.43 (a) of the Texas Property Tax Code, "If the final determination of an appeal that decreases a property owner's tax liability occurs after the property owner has paid his/her taxes, the taxing unit shall refund to the property owner the difference between the amount of taxes paid and amount of taxes for which the property owner is liable.

FINANCIAL IMPACT:

The City of Laredo will refund an amount of $771.77. It will be paid from line item Revenue/Unapplied Payments. Account # 101-0000-222-0300.

COMMITTEE RECOMMENDATION:	STAFF RECOMMENDATION:
	Approval of these refunds as detailed above.

Refund No. 10-

Tax Assessor - Collector
P.O. BOX 6548 1110 Houston St.
Laredo, Texas 78042 - 6548

For Credit Refunds Only
101-0000-222-03-00(DEF.REV.)

Application for Tax Refund

Owner's name:	Zarate Alfredo J.
Present mailing address:	200 Martingale Apt # 136
City, town or post office/state/zip code:	Laredo, Texas 78041
Refund payable to:(if different from above)	
Name:	Laredo Title & Abstract Ltd.
Mailing address:	Attn: Maricela Ramirez
	9901 Mcpherson Rd., Ste # 203
City, town or post office/state/zip code:	Laredo, Texas 78045

Property legal description:	Lot 228 Blk 12 Hillside Terrace III
Address or location of property:	104 Delaware St.
Parcel number:	923-00012-228

Tax Payment Information:

Year for which refund is requested	Date of the tax payment	Amount of Taxes paid	Amount of tax refund requested
2010	11/03/10	1,604.54	771.77

Total Refund	771.77

Taxpayer's reason for refund (attach supporting documentation):
Account has a credit due to an overpayment. The taxes were paid by Laredo Title & Abstract and is requesting a refund on the overpaid amount.

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct"

Requested by Maricela Ramirez/Laredo Title & Abstract — Signature
11/12/10 — Date

If you make a false statement of this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Prepared by: _____ 11/12/10 Date

This tax refund is _____ Approved _____ Disapproved

_____
Elizabeth Martinez, RTA
Tax Assessor-Collector

11/12/10 Date

COUNCIL COMMUNICATION

DATE:	SUBJECT: MOTION
12/06/2010	AUTHORIZING THE CITY MANAGER TO ENTER INTO A TENDER AND RELEASE AGREEMENT BETWEEN THE CITY OF LAREDO, TEXAS AND SURETEC INSURANCE COMPANY FOR WORK ON CANAL STREET DRAINAGE AND WASTEWATER PROJECT. SAID AGREEMENT IS ATTACHED AS EXHIBIT A.

INITIATED BY:	STAFF SOURCE:
Carlos Villarreal City Manager	Raul Casso City Attorney

PREVIOUS ACTION:

None.

BACKGROUND:

None

FINANCIAL:

None

RECOMMENDATION:	STAFF RECOMMENDATION:
None.	None.

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Tender & Release Agreement

This Tender & Release Agreement (this "Agreement") is made and entered into this __ day of November, 2010, by and between The City of Laredo, Texas ("Obligee"), and **SureTec Insurance Company** ("Surety").

W I T N E S S E T H

WHEREAS, Obligee entered into a written Contract (the "Contract") dated September 21, 2010 with Dynser, Inc. ("Contractor") for work described as "Canal Street Drainage and Wastewater Improvements, Laredo, Texas" (the "Project"); and

WHEREAS, Surety and Contractor, on or about September 21, 2010 provided a Performance Bond No. 4366412 (Surety Internal Bond No. 4366415-01) (the "Performance Bond") in favor of Obligee to secure the performance obligations of Contractor under the Contract as required by Chapter 2253, of the Texas Government Code; and

WHEREAS, Surety and Contractor, on or about September 21, 2010, provided a Payment Bond No. 4366412 (Surety Internal Bond No. 4366415-01) (the "Payment Bond") in favor of Obligee to secure the payment obligations of Contractor to suppliers and subcontractors as required by Chapter 2253, of the Texas Government Code; and

WHEREAS, on May 27, 2010 Obligee gave notice to Surety that Contractor was in default of the Contract and that Contractor had abandoned the project. Obligee called on Surety to arrange for performance of the Project in accordance with the Contract and Performance Bond; and

WHEREAS, the investigation of the Surety identified work that was completed by Contractor and accepted by Obligee but damaged by water. Such work was determined not to be covered by the Performance Bond; and

WHEREAS, the Surety invited proposals for completion of the project and in due course received bids from several Contractors, the most advantageous bid being that of ALC Construction ("Bidder") in the amount of $645,359.55 for work covered by the Performance Bond; and

WHEREAS, there remains unpaid the sum of $410,690.88 under the terms of the Contract between Contractor and Obligee for completion of the work remaining; and

WHEREAS, the bid of Bidder for work covered by the Performance Bond exceeds the unpaid Contract balance by the sum of $234,668.67; and

WHEREAS, Bidder has included in its bid the cost of new performance and payment bonds, and is prepared to furnish same to Obligee. Bidder has also included in his bid warranty of the work performed by Contractor; and

WHEREAS, Surety has agreed to tender to Obligee the bid of Bidder and sufficient funds to satisfy Surety's performance obligations to Obligee;

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the payments herein recited, and other good and valuable consideration, the Obligee and Surety have agreed and do hereby agree as follows:

1. Surety hereby tenders to Obligee the bid of Bidder. Obligee may enter into a Contract with Bidder for the completion of the original Contract or may complete the Original Contract in any manner it chooses without further liability to Surety

2. Surety agrees to pay to Obligee, and Obligee agrees to accept, the sum of $234,668.67 in full and final settlement of all of Surety's obligations to Obligee, whether known or unknown, under the Performance Bond or in connection with the Contract; said sum representing the difference between the Contract balance remaining under the

original Contract with Contractor and the amount bid by Bidder for work covered under the Performance Bond. Such amount shall be paid within ten days of the execution of this Agreement.

3. Surety and Obligee agree that they do not release their respective claims for (a) the Change Order requests previously submitted by Contractor and (b) the costs incurred by Obligee for work performed by Obligee's crews immediately after the termination of the Contract in an effort to mitigate further damage due to extreme weather conditions expected in the area. Final settlement of these costs will be addressed under separate agreement.

4. Subject to the immediately foregoing section, Surety and Obligee hereby mutually release and forever discharge each other from any and all claims, demands, causes of action, damages, and/or expenses, known or unknown, arising out of or in any way related to the performance of the Contract and/or Obligee's claims against the Performance Bond.

5. The Obligee, without recourse or warranty, hereby assigns, sells, and transfers and subrogates Surety to, Obligee's rights, claims, causes of action, and demands against Contractor.

6. Surety agrees to investigate and discharge its liability under the Payment Bond issued by it as to all valid and timely claims made upon it by subcontractors and suppliers to Contractor for labor and material used, consumed and expended in connection with Contractor's work on the Project. In no event shall Surety be liable for any labor, materials, or equipment furnished to or for Contractor or any Completion Contractor after the date of Contractor's default.

7. The parties hereby confirm that this Agreement constitutes the entire terms of their agreement and further acknowledge that they have read and understand this Agreement constitutes a full, complete and final settlement and release.

8. This Agreement is binding upon the parties hereto and their successors and assigns, and shall induce to the benefit of the parties hereto, provided, however, that no right of action or benefit shall accrue hereunder to any other person or entity.

9. This Agreement shall be governed by the laws of the State of Texas.

Obligee: City of Laredo, Texas

By: _____

It's: _____

Surety: **SureTec Insurance Company**

By: _____

Steven D. Nelson, EVP & General Counsel