

Oscar Leeser
Mayor

Tommy Gonzalez
City Manager



CITY COUNCIL
Brian Kennedy, District 1
Alexsandra Annello, District 2
Cassandra Hernandez, District 3
Joe Molinar, District 4
Isabel Salcido, District 5
Art Fierro, District 6
Henry Rivera, District 7
Chris Canales, District 8

AGENDA FOR THE REGULAR COUNCIL MEETING

March 14, 2023

**COUNCIL CHAMBERS, CITY HALL, 300 N. CAMPBELL AND VIRTUALLY
9:00 AM**

**THE LOCAL HEALTH AUTHORITY STRONGLY RECOMMENDS THE USE OF
MASKS IN ALL CITY FACILITIES AND INDOOR SPACES**

Teleconference phone number: 1-915-213-4096

Toll free number: 1-833-664-9267

Conference ID: 980-013-537#

AND

**AGENDA REVIEW MEETING
COUNCIL CHAMBERS, CITY HALL
300 N. CAMPBELL AND VIRTUALLY**

March 13, 2023

9:00 AM

Teleconference phone number: 1-915-213-4096

Toll free number: 1-833-664-9267

Conference ID: 660-730-347#

Notice is hereby given that an Agenda Review Meeting will be conducted on March 13, 2023 at 9:00 A.M. and a Regular Meeting of the City Council of the City of El Paso will be conducted on March 14, 2023 at 9:00 A.M. Members of the public may view the meeting via the following means:

Via the City's website. <http://www.elpasotexas.gov/videos>

Via television on City15,

YouTube: <https://www.youtube.com/user/cityofelpasotx/videos>

In compliance with the requirement that the City provide two-way communication for members of the public, members of the public may communicate with Council during public comment, and regarding agenda items by calling the following number:

1-915-213-4096 or Toll free number: 1-833-664-9267

At the prompt please enter the corresponding Conference ID:

Agenda Review, March 13, 2023 Conference ID: 660-730-347#

Regular Council Meeting, March 14, 2023 Conference ID: 980-013-537#

The public is strongly encouraged to sign up to speak on items on this agenda before the start of this meeting on the following links:

For Call to the Public: <https://app.smartsheet.com/b/form/dc001f113c14440db558b9da4e973ce2>

To speak on Agenda Items:

<https://app.smartsheet.com/b/form/cc20aad8258146ab8f63761079bd1091>

The following members of City Council will be present via video conference:

Representatives Cassandra Hernandez and Isabel Salcido

A quorum of City Council must participate in the meeting.

ROLL CALL

INVOCATION BY EL PASO POLICE CHAPLAIN DAVID MAYFIELD

PLEDGE OF ALLEGIANCE

Harmony School of Excellence

**Aubree Vega
Gianna Vega
Lian Almaraz
Benjamin Duncan
Nilufer D
Ximena Garcia
Sebastian Roosmelen
Audrey Chavira
Aria Melendez
Ximena Gonzalez
Valentina Pena
Geraldine Uribe
Lane Carroll
Madison Muro
Estrella Ceballos
Elizabeth Yu
Juliet Rentas
Adrian Hernandez Luna**

MAYOR'S PROCLAMATIONS

World TB Day

National Public Health Week

National Infant Immunization Week

NOTICE TO THE PUBLIC

All matters listed under the CONSENT AGENDA, including those on the Addition to the Agenda, will be considered by City Council to be routine and will be enacted by one motion unless separate discussion is requested by Council Members. Prior to the vote, members of the audience may ask questions regarding items on the consent agenda. When the vote has been taken, if an item has not been called out for separate discussion, the item has been approved. Council may, however, reconsider any item at any time during the meeting.

CONSENT AGENDA - APPROVAL OF MINUTES:

Goal 6: Set the Standard for Sound Governance and Fiscal Management

1. Approval of the Minutes of the Regular City Council Meeting of February 28, 2023, the Agenda Review Meeting of February 27, 2023, and the Work Session of January 30, 2023. [23-329](#)

All Districts

City Clerk's Office, Laura D. Prine, (915) 212-0049

CONSENT AGENDA - REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

2. Request to Excuse Representative Art Fierro from the March 14, 2023 Regular City Council Meeting. [23-114](#)

CONSENT AGENDA - RESOLUTIONS:

Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development

3. A Resolution authorizing the City Manager to sign an Amendment to the Chapter 380 Economic Development Program Agreement ("Agreement") by and between the CITY OF EL PASO ("City") and LEGATE CO TEXAS, LLC ("Applicant") for the renovation of a mixed-use building located in downtown El Paso at 201 East San Antonio Avenue, El Paso, Texas 79901. The Amendment will replace Exhibit D in its entirety. [23-284](#)

District 8

Economic and International Development, Karina Brascalla, (915) 212-1570
Economic and International Development, Elizabeth Triggs, (915) 212-0094

4. A Resolution authorizing the City Manager to sign an Amendment to the Chapter 380 Economic Development Program Agreement ("Agreement") by and between the CITY OF EL PASO, TEXAS and 309 MILLS, LLC to support an infill renovation project for the downtown building commonly known as the De Soto, located at 309 East Mills Avenue, El Paso, Texas 79901. The Amendment will require the Applicant to increase the minimum investment amount to \$2.4 million.

[23-346](#)

District 8

Economic and International Development, Karina Brascalla, (915) 212-1570
Economic and International Development, Elizabeth Triggs, (915) 212-0094

Goal 2: Set the Standard for a Safe and Secure City

5. That the El Paso City Council authorizes the submission of a grant application to the Office of the Governor of the State of Texas, Homeland Security Grant Division, grant application number 2998209 for the City of El Paso Police Department project identified as "Local Border Security Program" to provide financial assistance to the City of El Paso. Requesting \$511,869.98. No cash match is required. The grant period will be from September 1, 2023 - August 31, 2024.

[23-335](#)

All Districts

Police, Assistant Chief Humberto Talamantes, (915) 212-4309

6. That the El Paso City Council authorizes the submission of a grant application to the Office of the Governor of the State of Texas, Homeland Security Grant Division, grant application number 3060708 for the City of El Paso Police Department project identified as "West Texas Anti-Gang Center" to provide financial assistance to the City of El Paso. Requesting \$4,613,209.85. No cash match is required. The grant period will be from September 1, 2023 - August 31, 2024.

[23-336](#)

All Districts

Police, Interim Chief Peter Pacillas, (915) 212-4308
Police, Exec. Assistant Chief Victor Zarur, (915) 212-4307

Goal 3: Promote the Visual Image of El Paso

7. That the Planning and Inspection liens on the attachment posted with this agenda be approved. (See Attachment A).

[23-324](#)

Districts 4, 7, and 8

Planning and Inspections, Tony De La Cruz, (915) 212-1589

8. That the Mayor of the City of El Paso be authorized to sign the Interlocal Agreement between the City of El Paso and the County of El Paso to build a stormwater retention basin in the vicinity of the Greater El Paso Landfill in order to provide for the public health, safety and welfare of the residents in the El

[23-347](#)

Paso region.

That the City Manager or designee be authorized to sign any additional related paperwork, including all understanding and assurances contained therein, and accept, reject, alter, or terminate the resulting Interlocal Agreement, authorized budget transfers and submit necessary revisions to the operational plan. No cash match is required.

All Districts

Environmental Services Department, Ellen A. Smyth, (915) 212-6000

Goal 6: Set the Standard for Sound Governance and Fiscal Management

9. That the City Manager is hereby authorized to sign an Amendment to the Lease Agreement with the Government of the Country of El Salvador, changing the effective date of November 1, 2022, for the lease of space located at 400 W. San Antonio, Suite B, El Paso, Texas 79901 and administratively approve non-material amendments as may be required to administer the Lease. [23-323](#)

District 8

Streets and Maintenance, Mary Lou Espinoza, (915) 867-2629

10. Approve a Resolution that the Taxpayer, EDWARD W. ARMENDARIZ, has met the requirements of Section 33.011 of the Tax Code for the request of waiver of penalties and interest and the City waives the penalty and interest amount on the 2022 delinquent taxes pursuant to Section 33.011(j)(1) of the Tax Code in the amount of \$568.96, for the property with the following legal description: 12 MESA DEL CASTILLO #4 LOT 18 10302.17 SQ FT. [23-343](#)

All Districts

Tax Office, Maria O. Pasillas, (915) 212-1737

Goal 7: Enhance and Sustain El Paso's Infrastructure Network

11. A Resolution finding the Artcraft Project will have no adverse impact to the Sunset Terrace Linear Park, and that the City Council designates the City Engineer as the person authorized to certify this in writing. [23-330](#)

District 1

Capital Improvement Department, Yvette Hernandez, (915) 212-1860

12. That the City Manager is hereby authorized to sign an Amendment #1 to the Advance Funding Agreement between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, dated May 14, 2014 ("Original AFA"). The scope of work for the Original AFA were improvements to bridges along Interstate 10 along Porfirio Diaz Street to Missouri Avenue and aesthetic towers and bridge railing at the I-10/ US 54 Interchange between Copia Street and Chelsea Street. Amendment #1 replaces Attachment A of the Original AFA with attachment A-1, entitled Payment Provisions and Work Responsibilities, to reflect a decrease in the City's financial participation from \$10,000,000.00 to \$8,800,000.00 [23-342](#)

Districts 2 and 8

Capital Improvement Department, Yvette Hernandez, (915) 212-1860

Goal 8: Nurture and Promote a Healthy, Sustainable Community

13. A Resolution that the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and El Paso County for a basic pet enrichment and care program for a term of one (1) year with an option to continue the program two (2) additional one (1) year periods.

[23-351](#)

All Districts

Animal Services Department, Terry Kebschull, (915) 212-8742

CONSENT AGENDA - BOARD APPOINTMENTS:

Goal 3: Promote the Visual Image of El Paso

14. Alfredo Borrego to the City Plan Commission by Representative Alexandra Annello, District 2.

[23-313](#)

Members of the City Council, Representative Alexandra Annello, (915) 212-0002

Goal 6: Set the Standard for Sound Governance and Fiscal Management

15. Ryan Woodcraft to the Ethics Review Commission by Representative Isabel Salcido, District 5.

[23-322](#)

Members of the City Council, Representative Isabel Salcido, (915) 212-0005

CONSENT AGENDA - APPLICATIONS FOR TAX REFUNDS:

Goal 6: Set the Standard for Sound Governance and Fiscal Management

16. That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than \$2,500.00. (See Attachment B).

[23-344](#)

All Districts

Tax Office, Maria O. Pasillas, (915) 212-1737

CONSENT AGENDA - NOTICE OF CAMPAIGN CONTRIBUTIONS:

Goal 5: Promote Transparent and Consistent Communication Amongst All Members of the Community

17. For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Joe Molinar in the amount of \$750.00 from Rachel B Harracksingh. [23-361](#)

Members of the City Council, Representative Joe Molinar, (915) 212-0004

CONSENT AGENDA - REQUESTS TO ISSUE PURCHASE ORDERS:

Goal 8: Nurture and Promote a Healthy, Sustainable Community

18. The linkage to the Strategic Plan is subsection 8.1 Deliver prevention, intervention, and mobilization services to promote a healthy, productive, and safe community. [23-349](#)

Request that the Director of Purchasing & Strategic Sourcing be authorized to issue a purchase order to El Paso County Hospital District dba University Medical Center of El Paso referencing Contract 2020-268 El Paso County Hospital District - Lab Services. This change order is to increase the contract by \$162,500.00 for a total amount not to exceed \$812,500.00. The change order will cover additional expenses for lab services for the duration of the contract term.

Contract Variance:
No contract variance

Department: Health Department
Award to: El Paso County Hospital District dba University Medical
Center of El Paso
El Paso, TX
Total Estimated Award: \$162,500.00
Account No: 341-1000-41060-521120
Funding Source: General Fund
District(s): All

This is an Interlocal Agreement.

All Districts

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-0043
Public Health, Hector I. Ocaranza, (915) 212-6502

CONSENT AGENDA - BIDS:

Goal 7: Enhance and Sustain El Paso's Infrastructure Network

19. The linkage to the Strategic Plan is subsection 7.2 - Improve Competitiveness through Infrastructure Improvements Impacting the Quality of Life. [23-326](#)

Award Summary:

The award of Solicitation 2023-0307 Heavy Duty Vehicle and Tank Repair Services to Frontera Radiators and Parts, Inc., for a term of three (3) years for an estimated amount of \$194,325.00. This contract will allow for the maintenance and repair services of radiators for the cooling systems and HVAC systems for all vehicles and equipment in the City's inventory.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$7,565.85 for the initial term, which represents a 4.05% increase due to price increases.

Department:	Streets and Maintenance
Vendor:	Frontera Radiators and Parts, Inc. El Paso, TX
Initial Term:	3 years
Annual Estimated Award:	\$64,775.00 (1 year)
Total Estimated Award:	\$194,325.00 (3 years)
Account No.:	532 - 3600 - 531210 - 37020 - P3701 (Parts) 532 - 3600 - 531250 - 37020 - P3701 (Service)
Funding Source:	Internal Service Fund
District(s):	All

This is a Non-Competitive, service contract in accordance with Section 9.1.8.1 of The Amended and Restated Procurement and Sourcing Policy.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Frontera Radiators and Parts, Inc.

All Districts

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092
Streets and Maintenance, Richard J. Bristol, (915) 212-7000

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development

- 20.** Discussion and action on a Resolution that declares the expenditure of District 8 discretionary funds in an amount not to exceed \$3,500.00 to fund the registration cost for the El Paso Neighborhoods USA conference for Presidents of 17 Recognized Neighborhood Associations in District 8 serves a municipal purpose of cultivating an environment conducive to strong, economic development; promoting the visual image of El Paso; enhancing El Paso's quality of life; and nurturing and promoting a healthy, sustainable community.

23-366

District 8

Members of the City Council, Representative Chris Canales, (915) 212-0008

21. Discussion and action on a Resolution that the City of El Paso sets a goal to reach a minimum hourly wage of \$15 for City of El Paso employees by the end of FY2026; and that the City of El Paso will monitor progress towards this goal and consider future increases to ensure that City employees are able to earn a wage that allows them to support themselves and their families. [23-367](#)

All Districts

Members of the City Council, Representative Chris Canales, (915) 212-0008

Goal 3: Promote the Visual Image of El Paso

22. Discussion and action to approve a Resolution recognizing March 21, 2023 as World Down Syndrome Day. [23-364](#)

All Districts

Members of the City Council, Representative Henry Rivera, (915) 212-0007

Goal 6: Set the Standard for Sound Governance and Fiscal Management

23. Discussion and action regarding the procedure for appointment of Cary Westin as Interim City Manager effective June 30, 2023. [23-368](#)

All Districts

Members of the City Council, Mayor Oscar Leeser, (915) 212-0021

24. Discussion and action to establish a defined process with formal input from members of Council and the Mayor for the selection of both an interim City Manager and ultimately a permanent City Manager. [23-369](#)

All Districts

Members of the City Council, Representative Chris Canales, (915) 212-0008

Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003

Members of the City Council, Representative Henry Rivera, (915) 212-0007

Goal 8: Nurture and Promote a Healthy, Sustainable Community

25. Presentation and discussion by Emergence Health Network of their 2022 annual report on activities, collaborations, and partnerships with local entities. [23-365](#)

All Districts

Members of the City Council, Representative Art Fierro, (915) 212-0006

REGULAR AGENDA - OPERATIONAL FOCUS UPDATES

Goal 6: Set the Standard for Sound Governance and Fiscal Management

26. Presentation and discussion from the Office of Congresswoman Veronica Escobar, representative of Texas' 16th Congressional District, on the upcoming [23-345](#)

FY2024 appropriations process and other federal legislative updates.

All Districts

Economic and International Development, Lindsey Adams, (915) 212-1622

Economic and International Development, Elizabeth Triggs, (915) 212-0094

27. Presentation and discussion from the Office of Congressman Tony Gonzales, representative of Texas' 23rd Congressional District, on the upcoming FY2024 appropriations process and other federal legislative updates.

[23-362](#)

All Districts

Economic and International Development, Lindsey Adams, (915) 212-1622

Economic and International Development, Elizabeth Triggs, (915) 212-0094

28. Discussion and action on the FY 24 Community Project Funding requests to be submitted for consideration through the House Appropriations Committee process.

[23-334](#)

All Districts

Economic and International Development, Lindsey Adams, (915) 212-1622

Economic and International Development, Elizabeth Triggs, (915) 212-0094

29. Budget Update - Fixed Costs and Quality of Life.

[23-333](#)

All Districts

City Manager's Office, K. Nicole Cote (915) 212-1092

Goal 8: Nurture and Promote a Healthy, Sustainable Community

30. Management Update on the Office of Climate and Sustainability.

[23-341](#)

All Districts

Office of Climate and Sustainability, Nicole Ferrini, (915) 212-1859

CALL TO THE PUBLIC – PUBLIC COMMENT:

Call to the Public will begin at 12:00 p.m. Requests to speak must be received by 9:00 a.m. on the date of the meeting. Sixty minutes in total will be devoted for Call to the Public. This time is reserved for members of the public who would like to address the City Council on items that are not on the City Council Agenda.

Members of the public may communicate with Council during public comment, and regarding agenda items by calling 1-915-213-4096 or toll free number 1-833-664-9267 at the prompt please enter the following Conference ID: 980-013-537#

A sign-up form is available on line for those who wish to sign up in advance of the meeting at: <https://app.smartsheet.com/b/form/dc001f113c14440db558b9da4e973ce2>

REGULAR AGENDA - FIRST READING OF ORDINANCES:

INTRODUCTION OF ORDINANCES PURSUANT TO SECTION 3.9 OF THE EL PASO CITY CHARTER:

Public comment typically is not taken during the first reading of ordinances. Public comments are invited at the date of the scheduled public hearing.

Public Hearings will be held as part of the regular City Council meeting that begins at approximately 9:00 a.m. All interested persons present shall have an opportunity to be heard at that time. After the public hearings, Council may also delay taking action on Ordinances; no requirement is made by Section 3.9B of the El Paso City Charter to publish any further notice. Copies of all Ordinances are available for review in the City Clerk's office, 300 N. Campbell, Monday through Thursday, 7:00 a.m. to 6:00 p.m.

Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development

31. An Ordinance approving an amendment to the Project Plan and Reinvestment Zone Financing Plan for Tax Increment Reinvestment Zone Number Five, City of El Paso, Texas, to allocate up to Fifty Thousand Dollars of the Tax Increment Reinvestment Zone annual revenue to the Downtown Plan Alley Activation effort to support improvements to Henry Trost Court; to allocate up to Eight Hundred Thirty Thousand Dollars of the Tax Increment Reinvestment Zone annual revenue to the Downtown Street Tree Master Plan effort to support improvements to West Main Drive between North Santa Fe Street and North El Paso Street; adopting said amendments as required by Section 311.011(e) Texas Tax Code. [23-283](#)

District 8

Economic and International Development, Karina Brascalla, (915) 212-1570
Economic and International Development, Elizabeth Triggs, (915) 212-0094

PUBLIC HEARING WILL BE HELD ON MARCH 28, 2023

Goal 3: Promote the Visual Image of El Paso

32. An Ordinance vacating a portion of Marks Street right-of-way and a portion of Herbert Street right-of-way within the Franklin D. Roosevelt Subdivision, City of El Paso, El Paso County, Texas. [23-348](#)

Applicant: Housing Opportunity Management Enterprises (HOME) - City of El Paso, SURW22-00008

District 2

Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Adriana Martinez, (915) 212-1611

PUBLIC HEARING WILL BE HELD ON MARCH 28, 2023

33. An Ordinance amending Title 15 (Public Services), Chapter 15.08 (Street Rentals), Section 15.08.150 (Shared Mobility Devices), to make the current permitting program permanent. The penalty is as provided in Section 15.08.150 [23-352](#)

of the El Paso City Code.

All Districts

Planning and Inspections, Philip F. Etiwe, (915) 212-1553

Planning and Inspections, Kevin Smith, (915) 212-1566

PUBLIC HEARING WILL BE HELD ON MARCH 28, 2023

Goal 8: Nurture and Promote a Healthy, Sustainable Community

34. An Ordinance amending Title 7 (Animals), Chapter 7.28 (Animal Shelter Advisory Committee), Section 7.28.050 (Quorum and Procedures) of the El Paso Code. The City of El Paso wishes to re-insert a previously inadvertently deleted section in Title 7, Chapter 28, Section 7.28.050.

[23-350](#)

All Districts

Animal Services Department, Terry Kebschull, (915) 212-8742

PUBLIC HEARING WILL BE HELD ON MARCH 28, 2023

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

Goal 7: Enhance and Sustain El Paso's Infrastructure Network

35. The linkage to the Strategic Plan is subsection 7.2 - Improve competitiveness through infrastructure improvements impacting the quality of life.

[23-332](#)

Discussion and action on the request that the Managing Director of Purchasing & Strategic Sourcing be authorized to notify Sierra Machinery, Inc. that the City is terminating Contract No. 2021-0742 Volvo, Gradall and Doosan Parts and Service for convenience, pursuant to the Purchase Order Terms and Conditions - Section 7A of this contract, and that the termination shall be effective as of March 14, 2023.

All Districts

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092

Streets and Maintenance, Richard J. Bristol, (915) 212-7000

36. The linkage to the strategic plan is subsection 7.2 - Improve Competitiveness through Infrastructure Improvements Impacting the Quality of Life.

[23-325](#)

Award Summary:

Discussion and action on the request that the Managing Director of Purchasing & Strategic Sourcing Department be authorized to issue Purchase Order(s) to Sierra Machinery, Inc., the sole and authorized distributor for the 2023-0157 Volvo, Gradall and Doosan Parts and Service, for a term of three (3) years for an estimated amount of \$720,000.00, with a stipulation that Sierra Machinery, Inc. provides an updated sole source letter and affidavit each year. This contract will allow for the maintenance of equipment used by the Environmental Services and Streets and Maintenance Departments.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$40,000.00 per year, which represents a 20% increase due to parts and service prices increasing.

Department: Streets and Maintenance
Award To: Sierra Machinery, Inc. El Paso, TX
Initial Term: 3 Years
Annual Estimated Amount: \$240,000.00
Total Estimated Amount: \$720,000.00
Account No.: 532 - 3600 - 531210 - 37020 - P3701 (Parts)
532 - 3600 - 531250 - 37020 - P3701 (Service)
Funding Source: Internal Service Fund
District(s): All

This is a Sole Source contract in accordance with Texas Local Government Code 252.022(a)(7)(a).

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Sierra Machinery, Inc., the sole and authorized distributor.

All Districts

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1082
Streets and Maintenance, Richard J. Bristol, (915) 212-7000

37. The linkage to the strategic plan is subsection 7.2 - Improve Competitiveness through Infrastructure Improvements Impacting the Quality of Life.

[23-328](#)

Award Summary:

Discussion and action on the award of Solicitation 2023-0087 McNeilus Parts and Service to McNeilus Financial, Inc. dba McNeilus Truck & Manufacturing Co. for a term of three (3) years for an estimated amount of \$975,000.00. This contract will allow the purchase of McNeilus parts and service for the Fleet Division.

Contract Variance:

The difference based on comparison to the previous contract is as follows: An increase of \$150,000.00 for the initial term, which represents a 18.18% increase due to price increases.

Department: Streets and Maintenance
Vendor: McNeilus Financial, Inc. dba McNeilus Truck &
Manufacturing Co.
Dodge Center, MN
Initial Term: 3 Years

Annual Estimated Award: \$325,000.00
Total Estimated Award: \$975,000.00
Account No.: 532 - 3600 - 531210 - 37020 - P3701 (Parts)
532 - 3600 - 531250 - 37020 - P3701 (Service)
Funding Source: Internal Service Fund
District(s): All

This is a Non-Competitive, service contract in accordance with Section 9.1.8.1 of The Amended and Restated Procurement and Sourcing Policy.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to McNeilus Financial, Inc. dba McNeilus Truck & Manufacturing Co.

All Districts

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092
Streets and Maintenance, Richard J. Bristol, (915) 212-7000

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

Goal 2: Set the Standard for a Safe and Secure City

38. An Ordinance amending Title 9 (Health and Safety), Chapter 9.48 (Public Swimming Pools and Spas), Section 9.48.010 (Purpose) of the El Paso City Code.

[23-261](#)

All Districts

Police, Steve Alvarado, (915) 212-6026

Goal 3: Promote the Visual Image of El Paso

39. An Ordinance granting to Jessica Soto Prado and Hugo Prado DBA PS Ads a non-exclusive franchise for waste containers on sidewalks and other city property.

[23-280](#)

All Districts

Environmental Services, Ellen A. Smyth, (915) 212-6000

REGULAR AGENDA - OTHER BUSINESS:

Goal 5: Promote Transparent and Consistent Communication Amongst All Members of the Community

40. Discussion and action that the City Manager be authorized to sign a two-year On-Call Agreement for Professional Services to perform planning, public engagement, and urban design services on a task-by-task basis by and between the City of El Paso and each of the following six (6) selected firms:

[23-327](#)

- 1) CallisonRTKL, Inc.
- 2) Asakura Robinson, LLC
- 3) Kimley-Horn, and Associates, Inc.
- 4) Surroundings Studio, LLC
- 5) Able City, LLC
- 6) Mend Collaborative, Inc.

Each agreement will be for an amount not to exceed \$350,000.00, and each agreement will include authorization for the City Engineer to approve additional Basic Services and Reimbursable for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of a project; and that the City Manager be authorized to establish the funding sources, make any necessary budget transfers, and execute any and all documents necessary for the execution of the agreement.

All Districts

Capital Improvement Department, Yvette Hernandez, (915) 212-1860

Goal 8: Nurture and Promote a Healthy, Sustainable Community

41. Discussion and action to approve an amendment to the City of El Paso's 2021-2022 Annual Action Plan in order to add the HOME Investment Partnerships American Rescue Plan (HOME-ARP) Allocation Plan.

[23-340](#)

All Districts

Community and Human Development, Nicole Ferrini, 915-212-1659

EXECUTIVE SESSION

The following members of City Council will be present via video conference:

Representatives Cassandra Hernandez and Isabel Salcido

The City Council of the City of El Paso may retire into EXECUTIVE SESSION pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Chapter 551, Subchapter D, to discuss any of the following: (The items listed below are matters of the sort routinely discussed in Executive Session, but the City Council of the City of El Paso may move to Executive Session any of the items on this agenda, consistent with the terms of the Open Meetings Act and the Rules of City Council.) The City Council will return to open session to take any final action and may also, at any time during the meeting, bring forward any of the following items for public discussion, as appropriate.

Section 551.071	CONSULTATION WITH ATTORNEY
Section 551.072	DELIBERATION REGARDING REAL PROPERTY
Section 551.073	DELIBERATION REGARDING PROSPECTIVE GIFTS
Section 551.074	PERSONNEL MATTERS
Section 551.076	DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS
Section 551.087	DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS
Section 551.089	DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS; CLOSED

MEETING

ADJOURN

NOTICE TO THE PUBLIC:

Sign Language interpreters are provided for regular City Council meetings. If you need Spanish Interpreter Services, you must email CityClerk@elpasotexas.gov at least 72 hours in advance of the meeting.

ALL REGULAR CITY COUNCIL AGENDAS ARE PLACED ON THE INTERNET ON THURSDAY PRIOR TO THE MEETING AT THE ADDRESS BELOW:

<http://www.elpasotexas.gov/>



Legislation Text

File #: 23-329, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

City Clerk's Office, Laura D. Prine, (915) 212-0049

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Approval of the Minutes of the Regular City Council Meeting of February 28, 2023, the Agenda Review Meeting of February 27, 2023, and the Work Session of January 30, 2023.

OSCAR LEESER
MAYOR

TOMMY GONZALEZ
CITY MANAGER



CITY COUNCIL
BRIAN KENNEDY, DISTRICT 1
ALEXSANDRA ANNELLO, DISTRICT 2
CASSANDRA HERNANDEZ, DISTRICT 3
JOE MOLINAR, DISTRICT 4
ISABEL SALCIDO, DISTRICT 5
ART FIERRO, DISTRICT 6
HENRY RIVERA, DISTRICT 7
CHRIS CANALES, DISTRICT 8

MINUTES FOR REGULAR COUNCIL MEETING

February 28, 2023
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
9:00 AM

ROLL CALL

The City Council of the City of El Paso met on the above time and date. Meeting was called to order at 9:06 a.m. Mayor Oscar Leeser present and presiding and the following Council Members answered roll call: Brian Kennedy, Alexsandra Anello, Cassandra Hernandez, Joe Molinar, Isabel Salcido, Art Fierro, Henry Rivera, and Chris Canales.

INVOCATION BY EL PASO POLICE CHAPLAIN RABBI LEVI GREENBERG

PLEDGE OF ALLEGIANCE

Immanuel Christian School

Mia Dominguez
Vincent Puga
Chris Muñoz
Hannah Campos
Breanna Eldridge
Grace Johnson
Jonathon Muñoz
Juan Guerrero
Matthew Aguila
Israel Molina
Camilla Guerrero

MAYOR'S PROCLAMATIONS

Women's History Month in the City of El Paso

Women in Construction Week

Developmental Disabilities Awareness Month

The Regular City Council meeting was **RECESSED** at 9:58 a.m. in order to take photos with the honorees and convene the Mass Transit Board Meeting.

The Regular City Council meeting was **RECONVENED** at 10:15 a.m.

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NOTICE TO THE PUBLIC

Motion made by Mayor Pro Tempore Anello, seconded by Representative Hernandez, and unanimously carried to **APPROVE, AS REVISED**, all matters listed under the Consent Agenda unless otherwise noted. (Items approved, postponed, or deleted pursuant to the vote on the Consent Agenda will be shown with an asterisk {*}).

AYES: Representatives Kennedy, Anello, Hernandez, Molinar Salcido, Fierro, Rivera, and Canales
NAYS: None

.....
CONSENT AGENDA – APPROVAL OF MINUTES:

.....
Goal 6: Set the Standard for Sound Governance and Fiscal Management

-
1. *Motion made, seconded, and unanimously carried to **APPROVE** the Regular City Council Meeting of January 31, 2023, the Agenda Review Meeting of February 6, 2023, and the Regular City Council Meeting of February 7, 2023, the Work Session of February 14, 2022 and the Special City Council Meeting of July 6, 2021.

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CONSENT AGENDA – REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

-
2. **REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:**

NO ACTION was taken on this item.

.....
CONSENT AGENDA – RESOLUTIONS

.....
Goal 1: Set the Standard for Sound Governance and Fiscal Management

-
3. ***RESOLUTION**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager, or designee, be authorized to sign an Underground Electrical and Transformer Pad Easement, granting an easement to the El Paso Electric Company to provide electrical power to property located near Walter Jones Boulevard and George Perry Boulevard, legally described as a 0.1155-acre portion of Section 22, Block 80, Township 2, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas.

-
4. ***RESOLUTION**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Director of Aviation is authorized to sign a Concession License Agreement between the City of El Paso ("City") and SWYFT ("Concessionaire") to allow Concessionaire to operate automated retail machines at the El Paso International Airport, with Concessionaire's payment to the City being the greater of an amount based on the square footage of the concession site or a percentage of the revenues derived from the automated retail machines, for a one year term, with an option to renew the Agreement for two additional one-year terms.

Goal 2: Set the Standard for a Safe and Secure City

5.

*R E S O L U T I O N

WHEREAS, the City of El Paso (the "City") is eligible to apply for grants through the Homeland Security Grant Division of the Office of the Governor of the State of Texas ("HSGD"); and

WHEREAS, the El Paso City Council seeks to receive grant funding through the HSGD grant/application number 4746701 for the El Paso Police Department project identified as "SHSP NPA" and

WHEREAS, the El Paso City Council designated the City Manager or his designee as the City's authorized official.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. THAT, the El Paso City Council authorizes the submission to the Office of the Governor of the State of Texas, Homeland Security Grant Division, grant application number 4746701, for the City of El Paso Police Department project identified as "SHSP NPA" to provide financial assistance to the City of El Paso.

2. THAT, the City of El Paso shall provide all matching funds for said grant, if applicable.

3. THAT, the City Manager or designee is authorized to apply for, accept, reject, alter, and/or terminate said grant.

4. THAT, the City Council agrees that in the event of loss or misuse of said grant funds, the City of El Paso will return all funds for said grant to the State of Texas Office of the Governor, Homeland Security Grant Division.

5. BE IT FURTHER RESOLVED THAT, the City Manager or designee is authorized to sign any related paperwork, including but not limited to, the actual grant contract, the authorization of budget transfers, and/or revisions to the operation plan, as well as any grant amendments, corrections, or extensions of the grant agreement which increase, decrease, or de-obligate program funds, provided that no additional City funds are required.

Goal 3: Promote the Visual Image of El Paso

6.

*R E S O L U T I O N

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, RAY DON L, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

5405 Nastase Pl, more particularly described as Lot 7, Block 4, Carvel Acres Subdivision, City of El Paso, El Paso County, Texas, PID #C167-999-0040-1900

to be \$480.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 21st day of December, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED EIGHTY AND 50/100 DOLLARS (\$480.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, HERNANDEZ VICENTE & REFUGIO & 1, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

6113 Delta Dr, more particularly described as Lot 12, Block 9, Parkdale Subdivision, City of El Paso, El Paso County, Texas, PID #P405-999-0090-8100

to be \$333.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 24th day of November, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY THREE AND 50/100 DOLLARS (\$333.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, AKERS MARY & MARVIN W, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

3007 Monroe Ave, more particularly described as Lot 20 & 21 (6000 Sq Ft), Block 9, Summit Place Subdivision, City of El Paso, El Paso County, Texas, PID #S804-999-0090-3700

to be \$386.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 13th day of December, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED EIGHTY SIX AND 00/100 DOLLARS (\$386.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MONCADA GUADALUPE, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

206 Wooldridge Dr, more particularly described as Lot 17, Block 3, Ramona Place Subdivision, City of El Paso, El Paso County, Texas, PID #R155-999-0030-8100

to be \$700.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 6th day of December, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SEVEN HUNDRED AND 00/100 DOLLARS (\$700.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, JAIME JUAN C & DE GUADALUPE G G, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

207 Ramona Ave, more particularly described as Lot 4 (7800 Sq Ft), Block 6, Ramona Place Subdivision, City of El Paso, El Paso County, Texas, PID #R155-999-0060-1300

to be \$309.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 23rd day of November, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED NINE AND 00/100 DOLLARS (\$309.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, HOLGUIN ARMANDO, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

512 Emerson St, more particularly described as Lot 16 (Exc W 10.01 Ft) (18023.94 Sq Ft), Block 3, Linda Vista Gardens Subdivision, City of El Paso, El Paso County, Texas, PID #L362-999-0030-6100

to be \$1326.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 10th day of December, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount ONE THOUSAND THREE HUNDRED TWENTY SIX AND

50/100 DOLLARS (\$1326.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, TARANGO EUGENIO E, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

7739 Adobe Dr, more particularly described as Lot Tr 2 (5289.00 Sq Ft), Block , Adobe Court Subdivision, City of El Paso, El Paso County, Texas, PID #A169-999-0010-0600

to be \$483.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 21st day of October, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED EIGHTY THREE AND 00/100 DOLLARS (\$483.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, LYLES SANDY C, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash,

vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

11149 Quintana Dr, more particularly described as Lot REPLAT A E 2.0 FT OF 33 & W 59.80 FT OF 32 (6489.00 SQ FT), Block 85, Pebble Hills #10 Subdivision, City of El Paso, El Paso County, Texas, PID #P654-999-0850-6300

to be \$481.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 14th day of December, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED EIGHTY ONE AND 50/100 DOLLARS (\$481.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, OAXACA JOSE L, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

136 Red Robin Dr, more particularly described as Lot Tr 27 (6095 Sq Ft), Block , Lakeside #1 Subdivision, City of El Paso, El Paso County, Texas, PID #L144-999-0010-5300

to be \$337.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 22nd day of December, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY SEVEN AND 00/100 DOLLARS (\$337.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, SOSA TONY B & SOUNTHONE L, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

10461 Canyon Sage Dr, more particularly described as Lot 39 (5314.32 Sq Ft), Block 1, Summerlin Subdivision, City of El Paso, El Paso County, Texas, PID #S782-999-0010-0390

to be \$387.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 7th day of September, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED EIGHTY SEVEN AND 50/100 DOLLARS (\$387.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MOON SAMIE J JR & ROSANNE S, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

6261 Toucan Ct, more particularly described as Lot 14 (5044.00 Sq Ft), Block 6, Falcon Heights Subdivision, City of El Paso, El Paso County, Texas, PID #F170-999-0060-1400

to be \$339.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 21st day of December, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY NINE AND 00/100 DOLLARS (\$339.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, GARARD GWENDOLYN A, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental

Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

9209 Mount Olympus Dr, more particularly described as Lot 20, Block 14, Tobin Park #1 Subdivision, City of El Paso, El Paso County, Texas, PID #T527-999-0140-7700

to be \$404.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 14th day of September, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FOUR AND 00/100 DOLLARS (\$404.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MARROQUIN VITALIA F, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

1053 Christy Ave, more particularly described as Lot 14 (5650 Sq Ft), Block 3, Alto Terrace 2nd Replat Subdivision, City of El Paso, El Paso County, Texas, PID #A496-999-0030-2700

to be \$336.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 15th day of February, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY SIX AND 50/100 DOLLARS (\$336.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, DE RAPHAEL MARIA D M, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

8000 Porche St, more particularly described as Lot 13, Block 25, Thomas Manor Subdivision, City of El Paso, El Paso County, Texas, PID #T240-999-0250-2500

to be \$459.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 21st day of December, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FIFTY NINE AND 50/100 DOLLARS (\$459.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

Goal 4: Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments

7.

***R E S O L U T I O N**

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign the Third Amendment to the License Agreement, by and between the City of El Paso, a municipal corporation (the "City") and the El Paso Zoological Society, a Texas non-profit corporation (the "Society"), which was originally entered on December 18, 2012, and extended by 3 months on December 6, 2022, for the purpose of extending by one more year to end on March 17, 2024

Goal 6: Set the Standard for Sound Governance and Fiscal Management

8.

***R E S O L U T I O N**

WHEREAS, pursuant to Section 33.011(a)(1) of the Tax Code, the governing body of a taxing unit shall waive penalties and may provide for the waiver of interest on a delinquent tax in an act or omission of an officer, employee, or agent of the taxing unit or appraisal district in which the taxing unit participates caused or resulted in the taxpayer's failure to pay the tax before delinquency and if the tax is paid not later than the 21st day after the taxpayer knows or should know or should know of the delinquency; and

WHEREAS, pursuant to Section 33.011(d) a request for waiver of penalties and interest pursuant to Section 33.011(a)(1) must be made before the 181st day after the delinquency date; and

WHEREAS, pursuant to Section 33.011(d) of the Tax Code, taxpayer, FERNANDO URBINA ("Taxpayer") requested a waiver of penalties and interest on February 6, 2023, before the 181st day after the delinquency date, in the amount of \$282.25 for the 2022 delinquent taxes for the property with the following legal description: LOT 7, BLOCK 6 VALLE ENCANTADO

WHEREAS, the Taxpayer paid the taxes owed on the property on February 10, 2023, which is not later than the 21st day after the date the taxpayer knew or should have known of the delinquency; and

WHEREAS, the Taxpayer's failure to pay the tax before the delinquency date was a result of an act or omission of the appraisal district.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the Taxpayer, FERNANDO URBINA, has met the requirements of Section 33.011 of the Tax Code for the request of waiver of penalties and interest and the City waives the penalty and interest amount on the 2022 delinquent taxes pursuant to Section 33.011(a)(1) of the Tax Code in the amount of \$282.25, for the property with the following legal description:
LOT 7, BLOCK 6 VALLE ENCANTADO

9.

***R E S O L U T I O N**

WHEREAS, pursuant to Section 33.011(a)(1) of the Tax Code, the governing body of a taxing unit shall waive penalties and may provide for the waiver of interest on a delinquent tax in an act or omission of an officer, employee, or agent of the taxing unit or appraisal district in which the taxing unit participates caused or resulted in the taxpayer's failure to pay the tax before delinquency and if the tax is paid not later than the 21st day after the taxpayer knows or should know or should know of the delinquency; and

WHEREAS, pursuant to Section 33.011(d) a request for waiver of penalties and interest pursuant to Section 33.011(a)(1) must be made before the 181st day after the delinquency date; and

WHEREAS, pursuant to Section 33.011(d) of the Tax Code, taxpayer, QUIJANO DORIS E ("Taxpayer") requested a waiver of penalties and interest on February 6, 2023, before the 181st day after the delinquency date, in the amount of \$445.33 for the 2022 delinquent taxes for the property with the following legal description: BLK 4 MISSION RIDGE #1 LOT 10

WHEREAS, the Taxpayer paid the taxes owed on the property on February 3, 2023, which is not later than the 21st day after the date the taxpayer knew or should have known of the delinquency; and

WHEREAS, the Taxpayer's failure to pay the tax before the delinquency date was a result of an act or omission of an agent of the taxing unit.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the Taxpayer, QUIJANO DORIS E, has met the requirements of Section 33.011 of the Tax Code for the request of waiver of penalties and interest and the City waives the penalty and interest amount on the 2022 delinquent taxes pursuant to Section 33.011(a)(1) of the Tax Code in the amount of \$445.33, for the property with the following legal description:
BLK 4 MISSION RIDGE #1 LOT 10

.....
Goal 7: Enhance and Sustain El Paso's Infrastructure Network
.....

10.

***R E S O L U T I O N**

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the City Manager, or designee, be authorized to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the Playa Drain Shared Use Path from Padilla to Zaragoza project, which has an estimated total project cost of \$1,706,311.00 of which the estimated local government participation amount is estimated at \$327,780.00; further, that the City Manager, or designee, is authorized to sign all documents, agreement amendments, and perform all actions required to carry out the obligations of the City under this agreement.

.....
CONSENT AGENDA – BOARD RE-APPOINTMENTS:
.....

Goal 3: Promote the Visual Image of El Paso
.....

11. *Motion made, seconded, and unanimously carried to **RE-APPOINT** Janet Fortune as a Regular Member to the Zoning Board of Adjustment by Representative Chris Canales, District 8.

.....
CONSENT AGENDA – BOARD APPOINTMENTS:
.....

Goal 3: Promote the Visual Image of El Paso
.....

12. *Motion made, seconded, and unanimously carried to **APPOINT** Ken Gorski to the City Plan Commission by Representative Joe Molinar, District 4.
13. *Motion made, seconded, and unanimously carried to **APPOINT** Sylvia Y. Acosta to the Capital Improvements Advisory Committee by Mayor Oscar Leeser.
14. *Motion made, seconded, and unanimously carried to **APPOINT** Louis Edwards as an Alternate Member to the Zoning Board of Adjustment by Representative Chris Canales, District 8
15. *Motion made, seconded, and unanimously carried to **APPOINT** Brandon Carrillo to the City Plan Commission by Representative Chris Canales, District 8.

.....
CONSENT AGENDA – APPLICATIONS FOR TAX REFUNDS
.....

Goal 6: Set the Standard for Sound Governance and Fiscal Management
.....

16. *Motion made, seconded, and unanimously carried to **APPROVE** the tax refunds listed below:
1. Excel Manufacturing, in the amount of \$2,937.54 made an overpayment on January 20, 2023 of 2022 taxes. (Geo. #19PP-999-9592-7042)
 2. Nina Jinadasa, in the amount of \$11,787.39 made an overpayment on January 25, 2023 of 2022 taxes. (Geo. #22PP-999-5313-8050)
 3. Vistacon II LLC, in the amount of \$9,676.51 made an overpayment on January 27, 2023 of 2022 taxes. (Geo. #0821-999-1221-0034)
 4. Big Boy Concessions, Inc, in the amount of \$3,087.62 made an overpayment on January 31, 2023 of 2022 taxes. (Geo. #B202-999-0510-7300)
 5. Leticia Duran, in the amount of \$7,037.54 made an overpayment on January 30, 2023 of 2022 taxes. (Geo. #C110-000-0040-0300)
 6. Sergio Arredondo, in the amount of \$4,505.13 made an overpayment on January 24, 2023 of 2022 taxes. (Geo. #C231-999-0280-6850)
 7. Johnny Quezada, in the amount of \$4,419.02 made an overpayment on January 30, 2023 of 2022 taxes. (Geo. #C454-999-0060-4500)
 8. Carlos & Delfina Hernandez, in the amount of \$4,310.59 made an overpayment on December 30, 2022 of 2022 taxes. (Geo. #C675-999-0010-6900)
 9. Vistacon II LLC, in the amount of \$7,298.61 made an overpayment on January 27, 2023 of 2022 taxes. (Geo. #C801-999-0130-1900)

10. Vistacon II LLC, in the amount of \$7,298.61 made an overpayment on January 27, 2023 of 2022 taxes. (Geo. #C801-999-0130-1900)
11. Bain Enterprises LLC, in the amount of \$3,000.00 made an overpayment on January 27, 2023 of 2022 taxes. (Geo. #C875-999-0010-1900)
12. Jose & Luis Solorzano, in the amount of \$2,504.86 made an overpayment on January 28, 2023 of 2022 taxes. (Geo. #D322-000-0270-1650)
13. Excel Manufacturing, in the amount of \$2,984.31 made an overpayment on January 20, 2023 of 2022 taxes. (Geo. #E014-999-0270-6100)
14. Celia Gamez, in the amount of \$4,792.83 made an overpayment on January 27, 2023 of 2022 taxes. (Geo. #E054-999-0310-4000)
15. Celia Gamez, in the amount of \$4,792.83 made an overpayment on January 28, 2023 of 2022 taxes. (Geo. #E054-999-0310-4000)
16. Bryan Watson, in the amount of \$3,457.58 made an overpayment on May 16, 2022 of 1998- 2021 taxes. (Geo. #F409-000-0120-0290)
17. Sergio Arredondo, in the amount of \$5,330.70 made an overpayment on January 24, 2023 of 2022 taxes. (Geo. #H453-999-1350-0600)
18. Rigoberto Flores, in the amount of \$3,287.69 made an overpayment on January 24, 2023 of 2022 taxes. (Geo. #H752-004-0280-0080)
19. Jose Bernardo Soto/ Maria Guadalupe Soto, in the amount of \$7,509.44 made an overpayment on January 31, 2023 of 2022 taxes. (Geo. #H791-005-0050-2070)
20. Cecilia G. Garza, in the amount of \$18,416.30 made an overpayment on January 31, 2023 of 2022 taxes. (Geo. #L777-999-0030-1300)
21. Celia Gamez, in the amount of \$6,013.03 made an overpayment on January 27, 2023 of 2022 taxes. (Geo. #M473-999-0330-2100)
22. Celia Gamez, in the amount of \$6,013.03 made an overpayment on January 28, 2023 of 2022 taxes. (Geo. #M473-999-0330-2100)
23. Menchaca Lorenzo Jr & Rita, in the amount of \$6,201.62 made an overpayment on January 31, 2023 of 2022 taxes. (Geo. #M576-999-0120-0100)
24. Arnaldo Gallardo, in the amount of \$6,167.77 made an overpayment on January 31, 2023 of 2022 taxes. (Geo. #M718-999-0000-4805)
25. Cesar Rejino, in the amount of \$4,559.65 made an overpayment on January 31, 2023 of 2022 taxes. (Geo. #P654-999-1280-1100)
26. Lilly Beth LLC, in the amount of \$3,144.54 made an overpayment on January 31, 2023 of 2022 taxes. (Geo. #P863-999-0320-0900)
27. Texstar Escrow, in the amount of \$4,720.76 made an overpayment on January 31, 2023 of 2022 taxes. (Geo. #Q550-999-0020-0900)

28. Jean F. Moore, in the amount of \$3,312.04 made an overpayment on February 01, 2023 of 2022 taxes. (Geo. #S161-999-0020-9800)
29. Vistacon II LLC, in the amount of \$17,849.60 made an overpayment on January 27, 2023 of 2022 taxes. (Geo. #S490-999-0040-1200)
30. George Palmer, in the amount of \$2,879.17 made an overpayment on January 19, 2023 of 2022 taxes. (Geo. #S541-999-0100-0500)
31. Sunil/ Priti Patel, in the amount of \$13,512.02 made an overpayment on January 17, 2023 of 2022 taxes. (Geo. #S690-999-0010-0500)
32. Corelogic, in the amount of \$7,559.20 made an overpayment on December 20, 2022 of 2022 taxes. (Geo. #T200-004-0590-1600)
33. CoreLogic, in the amount of \$5,482.91 made an overpayment on December 20, 2022 of 2022 taxes. (Geo. #T200-004-0610-1200)
34. Vistacon II LLC, in the amount of \$5,257.30 made an overpayment on January 27, 2023 of 2022 taxes. (Geo. #T240-999-0200-3300)
35. Vistacon II LLC, in the amount of \$5,257.30 made an overpayment on January 27, 2023 of 2022 taxes. (Geo. #T240-999-0200-3300)
36. Vistacon II LLC, in the amount of \$5,257.30 made an overpayment on January 27, 2023 of 2022 taxes. (Geo. #T240-999-0200-3300)
37. CO3 Investments LLC, in the amount of \$11,044.25 made an overpayment on January 30, 2023 of 2022 taxes. (Geo. #T707-999-0020-0100)
38. Veronica J. Medina, in the amount of \$4,012.69 made an overpayment on January 30, 2023 of 2022 taxes. (Geo. #U819-000-0174-0150)
39. Rebecca Davis, in the amount of \$3,855.05 made an overpayment on January 30, 2023 of 2022 taxes. (Geo. #V893-999-0170-4900)
40. Robert Minnie, in the amount of \$2,892.56 made an overpayment on January 10, 2023 of 2022 taxes. (Geo. #V893-999-0180-1100)
41. Huntsman Holding, LLC, in the amount of \$5,975.12 made an overpayment on January 11, 2023 of 2022 taxes. (Geo. #W146-999-0010-0160)
42. El Paso Associates, in the amount of \$5,311.46 made an overpayment on December 20, 2022 of 2022 taxes. (Geo. #X213-999-0000-4536)
43. CO3 Investments LLC, in the amount of \$24,392.98 made an overpayment on January 30, 2023 of 2022 taxes. (Geo. #X239-999-0000-5A00)

CONSENT AGENDA – NOTICE OF CAMPAIGN CONTRIBUTIONS

Goal 5: Promote Transparent and Consistent Communication Amongst All Members of the Community

17. *Motion made, seconded, and unanimously carried to **NOTE** pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions of five hundred dollars or greater by Representative Chris Canales in the amounts of \$1,000.00 from Douglas Schwartz; \$1,000.00 from Robert Foster; and \$1,000.00 from Scott Schwartz.

.....
CONSENT AGENDA – REQUEST TO ISSUE PURCHASE ORDERS
.....

Goal 2: Set the Standard for a Safe and Secure City
.....

18. *Motion made, seconded, and unanimously carried to **APPROVE** Change Order in the amount of \$100,993.80 and an addition of 28 Calendar days to Dantex General Contractors, Inc. for Fire Station 19 Building Renovations Contract 2022-0337. The increase is for the cost associated with replacement of the existing metal roof deck.

.....
REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL
.....

Goal 2: Set the Standard for a Safe and Secure City
.....

ITEMS 19, 20, AND 28 WERE TAKEN TOGETHER

19. Discussion and action to direct the City Manager to provide information of any steps the City of El Paso has taken in preparation for an upcoming migrant surge as a result of the end of the national emergency and public health emergency declarations on May 11, 2023, related to the COVID-19 pandemic; to include the potential financial impact that will have on the City of El Paso.
20. Discussion and action to direct the City Manager to provide a public safety plan the City of El Paso has taken in preparation for an upcoming migrant surge as a result of the end of the national emergency and public health declarations on May 11, 2023 related to COVID-19 pandemic; specifically for neighborhoods and businesses near the border and to protect drivers from migrants/pedestrians crossing the Border Highway.

Representative Rivera commented.

Motion made by Representative Rivera, seconded by Representative Hernandez, and unanimously carried to **APPROVE** the items.

AYES: Representatives Kennedy, Anello, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: None

.....
Goal 3: Promote the Visual Image of El Paso
.....

21. RESOLUTION

WHEREAS, Walburga “Wally” Cech grew up in Augsburg, Germany during World War II, where she met her husband Johnny Cech, an American soldier whom she married in 1948.

WHEREAS, While Mrs. Cech’s husband was stationed at Fort Bliss in 1952, she began learning English using a dictionary, magazines and newspapers and commenced her writing journey.

WHEREAS, Mrs. Cech self-published her books in El Paso, Texas describing her memories of Hitler and the Nazis marching into her town of Augsburg, Germany upending her life and changing history. She produced four books, "Auf Wiedersehen" published in 1964, "The Lost Years - Volume II" came in 1971, "Auf Wiedersehen Brings Happiness - Volume III" and "Auf Wiedersehen Hope and Joy - Volume IV" were published in 2022.

WHEREAS, In 1963, in his last visit to El Paso before his assassination, Mrs. Cech gave President John F. Kennedy two dozen roses in honor of El Pasoans.

WHEREAS, In 1967, Mrs. Cech opened and ran the Happy Bavarian Restaurant for 17 years and in 1971 it was named in Texas Monthly magazine, and she received the Yellow Rose of Texas Award.

WHEREAS, While Mrs. Cech retired from the restaurant business in 1985 she has remained an activist throughout her life, serving on the Renaissance 400 Committee to revitalize Downtown El Paso in the 1980's and as a part of Keep El Paso Beautiful helping store managers clean up their storefronts.

WHEREAS, Mrs. Cech has received several public commendations including from the late Mayor Jonathan Rogers, from Gen. James Maloney at Fort Bliss, and at the age of 82 she received the 2010 Frist Humanitarian Award for Volunteer of the Year for spending every Thursday at Del Sol Medical Center, working as an auxiliary volunteer.

WHEREAS, Mrs. Cech continues to be active and involved in current events, particularly at the local level so much so that she has attended over 361 El Paso City Council Meetings.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Council recognize Ms. Wally Cech for her entrepreneurial ventures that has brought German culture and history to the Sun City, for her participation in initiatives to better El Paso and for her consistent and enthusiastic attendance at City Council Meetings.

Representative Hernandez read the resolution into the record and commented.

Mayor Leeser commented.

1ST MOTION

*Motion made, seconded, and unanimously carried to **MOVE** the item to the **FOREFRONT** of the agenda.

2ND AND FINAL MOTION

Motion made by Representative Hernandez, seconded by Representative Rivera, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Kennedy, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Annello

22.

RESOLUTION

WHEREAS, Chief Gregory K. Allen #646 was a graduate of the University of Texas at El Paso, where he earned a Bachelor of Arts degree in Sociology in 1975; and

WHEREAS, Chief Allen was involved in the study of martial arts for approximately 59 years; and

WHEREAS, Chief Allen joined the City of El Paso in 1978 as a police officer and during Chief Allen's tenure of over 44 years, he rose through the ranks as a Patrol Officer, Training Specialist at the Police Academy, Sergeant, Lieutenant, Deputy Chief, and Chief of Police; and

WHEREAS, Chief Allen served in several high-profile units of the Police Department including the Gang Task Force, SWAT, the Tactical Section, Auto Theft Task Force, and Commander of the Dignitary Protection Team; and

WHEREAS, during Chief Allen's tenure in the Tactical Section and SWAT, he served as a field officer as well as a supervisor, serving as the first and only supervisor of a full time SWAT Unit; and

WHEREAS, Chief Allen was appointed Chief of Police of the El Paso Police Department of El Paso, Texas on March 31, 2008; and

WHEREAS, Chief Allen fully supported the Police Department and its hard-working employees, who continue to provide service to the community, with the sincere belief that the street police officer is the most important person in the Police Department; and

WHEREAS, based on this philosophy, it is fitting that under his direction for the first time in the City's history, El Paso was named "The Safest Large City" in the United States for four consecutive years from 2010 to 2013 and one of the top ten safest cities in the United States for several years; and

WHEREAS, Chief Allen led generations of police officers through countless tragedies and law enforcement emergency responses within our community including the domestic terrorist attack on August 3, 2019; and

WHEREAS, in 2019, Texas Governor Abbott appointed Chief Allen to the Domestic Terrorism Task Force in the wake of the El Paso shooting to combat hateful acts and extremism in Texas; and

WHEREAS, the El Paso Police officers and the City of El Paso mourn the passing of Chief Allen on January 17, 2023; and

WHEREAS, Chief Allen is survived by his wife, Rosanne, and children Nicole, Joseph, Monique, and Christopher; and

WHEREAS, the City Council is in receipt of a petition signed by thousands of El Paso Police Officers, their family members, and the public seeking to name the current and new El Paso Police Headquarters after Police Chief Gregory K. Allen.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the El Paso Police Department headquarters be named "Chief Gregory K. Allen El Paso Police Department Headquarters", and that the City Manager is authorized to make all necessary budget transfers for that purpose.

Representative Molinar read the resolution into the record and commented.

Mayor Leeser and Representatives Hernandez, Salcido, and Rivera commented.

Interim Police Chief Peter Pacillas and Sergeant Victor Vela commented.

1ST MOTION

*Motion made, seconded, and unanimously carried to **MOVE** the item to the **FOREFRONT** of the agenda.

2ND AND FINAL MOTION

Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Rivera, and unanimously carried to **APPROVE** the Resolution, **AS REVISED**.

AYES: Representatives Kennedy, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Annello

.....
Goal 6: Set the Standard for Sound Governance and Fiscal Management
.....

23. ITEM: Discussion and action on the Employment Agreement between the City of El Paso and the City Manager.

Mayor Leeser and Representatives Kennedy, Hernandez, Salcido, Rivera, and Canales commented.

Ms. Karla Nieman, City Attorney, commented.

Ms. Lea Ream, outside counsel, commented.

The following members of the public commented:

1. Mr. Fainot Pierre, statement read into the record by the City Clerk
2. Ms. Jeanette Nevarez, statement read into the record by the City Clerk
3. Ms. Annette Flores, statement read into the record by the City Clerk
4. Former Mayor, Mr. John Cook
5. Ms. Ariana Valdez, statement read into the record by Rep. Molinar
6. Ms. Sylvia Acosta
7. Ms. Martina Santos, statement read into the record by the City Clerk
8. Ms. Sarahi Hernandez, statement read into the record by the City Clerk
9. Ms. Macie Block, statement read into the record by Rep. Hernandez
10. Mr. Jesus Reyes
11. Ms. Carol Cassady
12. Former Mayor, Mr. Dee Margo
13. Mr. Joshua Block, statement read into the record by the City Clerk
14. Ms. Barbara Valencia, statement read into the record by the City Clerk
15. Mr. Jud Burgess
16. Mr. Arnulfo Hernandez
17. Mr. Juan Adame, statement read into the record by the City Clerk
18. Mr. Wesley Lawrence, statement read into the record by the City Clerk
19. Mr. Ron Comeau, statement read into the record by Rep. Molinar
20. Ms. Veronica Carbajal, , statement read into the record by the City Clerk
21. Ms. Lupe De La O
22. Mr. Dan Olivas

23. Mr. Enrique Rivas, statement read into the record by the City Clerk
24. Ms. Yuri Espinoza, statement read into the record by Rep. Molinar
25. Ms. Connie Romero, statement read into the record by Rep. Canales
26. Mr. Paul Thompson, statement read into the record by the City Clerk
27. Mr. Aurelio Valdez Jr.
28. Ms. Kerrie Holland, statement read into the record by the City Clerk
29. Ms. Carmen Rodriguez, statement read into the record by the City Clerk
30. Mr. Jose Alexandro Lozano
31. Mr. Edgar Pasqual, statement read into the record by the City Clerk
32. Ms. Sarita Martinez, statement read into the record by the City Clerk
33. Mr. Josh Simmons
34. Mr. Joe Rosales
35. Ms. Fabiola Campos-Lopez
36. Ms. Dora Oaxaca
37. Ms. Claudia Rodriguez, statement read into the record by the City Clerk
38. Ms. Tammy Avent

The following members of the public submitted statements to be included into the record:

39. Mr. Carlos "Charlie" Sanders
40. Mr. Juan Hernandez
41. Ms. Mary Silva
42. Ms. Cynthia Bernal
43. Mr. Gilbert Lara
44. Ms. Christina Barrett
45. Ms. Beatrice Pacheco
46. Mr. Tony Rodriguez

1ST MOTION

Motion made, seconded, and unanimously carried to **TABLE ITEM #23** to conduct the Call to the Public portion of the meeting.

2ND MOTION

Motion made, seconded, and unanimously carried to **TAKE ITEM #23 FROM THE TABLE.**

3RD MOTION

Motion made by Representative Hernandez, seconded by Representative Rivera, to **RETIRE INTO EXECUTIVE SESSION** to discuss Items #23 and #EX1.

AYES: Representatives Hernandez, Salcido, Rivera, and Canales

NAYS: Representatives Kennedy, Anello, Molinar, Fierro

Mayor Leeser broke the tie by voting "NAY". **THE MOTION FAILED.**

4th MOTION

Motion made by Representative Hernandez, seconded by Representative Rivera, **RETIRE INTO EXECUTIVE SESSION** to discuss Item #23.

AYES: Representatives Hernandez, Salcido, Rivera, and Canales

NAYS: Representatives Kennedy, Anello, Molinar, Fierro

Mayor Leeser broke the tie by voting "NAY". **THE MOTION FAILED.**

5TH MOTION

Motion made by Representative Rivera, seconded by Representative Hernandez, and carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 1:28 p.m. pursuant to Section

3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss item 23:

Section 551.071 CONSULTATION WITH ATTORNEY
Section 551.074 PERSONNEL MATTERS

AYES: Representatives Kennedy, Hernandez, Salcido, Rivera, and Canales
NAYS: Representatives Annello, Molinar, and Fierro

6TH MOTION

Motion made by Representative Rivera, seconded by Representative Molinar, and unanimously carried to **ADJOURN** the Executive Session at 2:36 p.m. and **RECONVENE** the meeting of the City Council at which time a motion was made:

AYES: Representatives Kennedy, Annello, Molinar, Salcido, Fierro, Rivera, and Canales
NAYS: None
NOT PRESENT FOR THE VOTE: Representative Hernandez

7TH AND FINAL MOTION

Motion made by Representative Kennedy, seconded by Representative Molinar, and carried that:

1. The City exercise its option under 6.1(D) in the amended and restated City Manager employment agreement dated December 11, 2018, and authorize the Mayor to provide the City Manager with the required 120 days written notice of the City's intent to terminate his employment.
2. To terminate the City Manager's employment at the end of the required 120 day notification period.
3. Under Paragraph 9 in the October 7, 2022, second amendment to the Amended and Restated Employment Agreement, direct the City Attorney to draft the mutual release, previously agreed to and approved by the City Manager and City Council, which is required to be substantially in the form shown in Exhibit "A" of the second amendment.

AYES: Representatives Kennedy, Annello, Molinar, and Fierro
NAYS: Representatives Hernandez, Salcido, Rivera and Canales
Mayor Leeser broke the tie by voting "AYE". **THE MOTION PASSED.**

Goal 7: Enhance and Sustain El Paso's Infrastructure Network

24.

RESOLUTION

WHEREAS, the term for Mr. Joe Wardy, Position 1, on the on the Camino Real Regional Mobility Authority (CRRMA) Board expired on February 1, 2023; and

WHEREAS, in accordance with Section 370.251 of the Texas Transportation Code and the Resolution approved by the El Paso City Council on February 1, 2011, in the event of a vacancy, reappointment, or replacement, Board member nominations shall be solicited by the Mayor from City Council by written notice for a period of not less than two (2) weeks; and

WHEREAS, upon completion of this two-week period, the Mayor shall review all received recommendations as well as those identified by the Mayor; and

WHEREAS, the Mayor shall then make one (1) nomination for each position via presentation to the City Council at a City Council meeting and Council shall appoint a member for each open position by majority vote evidenced by City Council Resolution; and

WHEREAS, on January 12, 2023, the Mayor notified City Council in writing of the intent to appoint a Board member for Position 1 and provided an opportunity for Council members to provide recommendations for nominations by January 27, 2023; and

WHEREAS, the Mayor now nominates a candidate for appointment to CRRMA Board Position 1 in accordance with the appointment process outlined herein and presents the nomination at the City Council meeting on February 28, 2023; and

WHEREAS, the City now desires to make an appointment for CRRMA Board Position 1 in accordance with the appointment process outlined herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City of El Paso hereby appoints to the Camino Real Regional Mobility Authority Board Monica Lupita Perez for Position 1, whose term will take effect February 28, 2023 and whose term will expire on February 1, 2025.

Motion made by Representative Kennedy, seconded by Representative Molinar, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Kennedy, Anello, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: None

REGULAR AGENDA – OPERATIONAL FOCUS UPDATES

Goal 2: Set the Standard for a Safe and Secure City

25. Council PowerPoint presentation on Digital Video Recording System and Body Worn Cameras.

*Motion made, seconded, and unanimously carried to **MOVE** the item to the **FOREFRONT** of the agenda and to revise the posting language to add the words “and Body Worn Cameras”.

Police Assistant Chief Zina Silva presented a PowerPoint presentation (copy on file in the City Clerk’s Office).

Mayor Leeser and Representatives Kennedy, Anello, Hernandez, Molinar, Salcido, and Rivera commented.

Mr. Tommy Gonzalez, City Manager, commented.

NO FURTHER ACTION was taken on this item.

Goal 6: Set the Standard for Sound Governance and Fiscal Management

26. Presentation and discussion on the FY2021 Staffing for Adequate Fire & Emergency Response (SAFER) grant award of \$4,105,192.14 to add 21 new entry-level firefighter positions.

Fire Assistant Chief Gustavo Tavaréz, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representative Fierro commented.

Mr. Tommy Gonzalez, City Manager, commented.

NO ACTION was taken on this item.

-
27. Budget Update - Public Safety.

Ms. Nicole Cote, Managing Director of Office of Management and Budget and Purchasing and Strategic Sourcing, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representatives Kennedy, Hernandez, Molinar, and Fierro commented.

Mr. Tommy Gonzalez, City Manager, commented.

NO ACTION was taken on this item.

REGULAR AGENDA – EMERGENCY ORDINANCE

Goal 2: Set the Standard for a Safe and Secure City
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28. **ORDINANCE 019441**

**AN EMERGENCY ORDINANCE EXTENDING EMERGENCY ORDINANCE NO. 019333
AUTHORIZING THE CITY MANAGER TO ASSIGN PERSONNEL AND RESOURCES TO
ASSIST IN ADDRESSING THE HUMANITARIAN AND PUBLIC SAFETY CRISIS
RESULTING FROM A MASS MIGRATION THROUGH EL PASO**

WHEREAS, on May 23, 2022, the Mayor and City Council of the City of El Paso (the "City") passed an Emergency Ordinance No. 019333 "Authorizing the City Manager to Assign Personnel and Resources to Assist in Addressing the Humanitarian and Public Safety Crisis Resulting from a Mass Migration through the City of El Paso"; and

WHEREAS, thousands of migrants from Latin America gathered at or near the U.S.-Mexico border in hopes that President Biden will ease immigration restrictions that will make it easier to enter the United States; and

WHEREAS, on April 1, 2022, the Centers for Disease Control and Prevention ("CDC") announced the repeal of the Public Health Services Act, 42 U.S.C. §265 ("Title 42"), which was expected to allow for the inflow of migrants from the southern border; and

WHEREAS, federal litigation ensued to enjoin the CDC from repealing Title 42 on the intended date of May 23, 2022; and

WHEREAS, on June 30, 2022, a United States Supreme Court ruling allowed the President to end the Migrant Protection Protocols, which would allow for the inflow of migrants from the southern border; and

WHEREAS, Title 42 was struck down by a federal court with the parties agreeing that the injunction would end on December 21, 2022; and

WHEREAS, on December 27, 2022 the United States Supreme Court issued an order allowing the injunction to remain in place until further review of the case can be carried out; and

WHEREAS, the Biden administration has announced the end of the COVID-19 public health emergency on May 11, 2023 possibly ending all use of Title 42 as a mechanism to control the border; and

WHEREAS, the Southwest had 221,181 land border encounters in the month of December, 2022; and

WHEREAS, the El Paso sector of CBP had 55,747 land border encounters in the month of December, 2022 and a total of 162,603 encounters for federal fiscal year 2023; and

WHEREAS, in the month of February 2023, approximately 1,500 migrants have been arriving weekly; and

WHEREAS, when the U.S. Customs and Border Protection's ("CBP") Central Processing Center is over capacity and NGO space is unavailable, that is when the potential for street releases arises; and

WHEREAS, CBP has released many migrants onto downtown streets leaving many migrants without shelter; and

WHEREAS, in response to the street releases, the El Paso City-County Office of Emergency Management ("OEM") reallocated twenty-nine COVID-19 Operations staff to assist as migrant shelter surge staff, and on May 17, 2022, this staff began orientation training at Casa del Refugiado, the NGO's largest hospitality site; and

WHEREAS, OEM has created a job specification, for general disaster operations to include humanitarian relief duties to hire and assign staff to assist with NGO capacity with over 40 staff currently assigned; and

WHEREAS, the El Paso City Charter Section 3.10, allows for the adoption of one or more emergency ordinances to meet a public emergency affecting life, health, property, or the public peace; and

WHEREAS, Section 121.003 of the Texas Health & Safety Code states that a municipality may enforce any law that is reasonably necessary to protect public health; and

WHEREAS, Section 122.006 of the Texas Health & Safety Code provides home-rule municipalities express authority to adopt rules to protect the health of persons in the municipality, including quarantine rules to protect the residents against communicable disease; and

WHEREAS, OEM continues to provide COVID-19 isolation and quarantine hotel support to migrant shelters, expanding operations when outbreaks occur in congregate shelter facilities; and

WHEREAS, OEM has provided isolation and quarantine services to over 2,708 migrants in close coordination with NGOs since April 2020; and

WHEREAS, beginning in late August 2022, the El Paso sector experienced a surge of over 2,000 migrants presenting themselves daily to CBP, primarily made up of unsponsored single adults from Venezuela, resulting in over 1,000 street releases by CBP; and

WHEREAS, due to this high volume, the number of refugees and asylum seekers released to the NGO and the City's Migrant Welcome Center, was over 1,000 on a daily basis; and

WHEREAS, on September 7, 2022, the City and OEM stood up a migrant Welcome Center to assist with transportation assistance providing services to over 19,300 migrants through October 20, 2022, and

WHEREAS, there were over 40,000 community releases to local NGOs and the City during this period; and

WHEREAS, the City's Welcome Center has sponsored 294 charter buses with 13,900 unsponsored migrants aboard to New York City and Chicago as final destinations; and

WHEREAS, Sun Metro buses have transported upwards of 4,800 migrants to the El Paso International Airport ("EPIA"), bus stations, the Welcome Center, and shelters; and

WHEREAS, the City has provided over 39,000 meals to migrants at the local facilities, and for travel aboard the outbound charter buses; and

WHEREAS, the release of mass groups of people without access to potable water, food, or shelter exposes the migrants and El Paso residents to the origination and spread of potential and actual disease; and

WHEREAS, in response to the number of migrants arriving at the border, on January 5, 2023, the Department of Homeland Security created a humanitarian parole program for migrants from Cuba, Haiti, and Nicaragua similar to the program already available to Venezuelans; and

WHEREAS, on January 8, 2023, President Biden visited the border to assess the situation in part because the number of migrants has gained the attention of the media and national leadership; and

WHEREAS, there are significant public safety and security concerns related to the wave of migration, including but not limited to the risk to injury or loss of life with migrants in El Paso streets with little or no resources on days that reach hot or cold temperatures and the inherent risks that come with increased demand on local shelters; and

WHEREAS, for these reasons, the City is faced with the imminent threat of widespread injury or loss of life resulting from a surge in transient migrants traveling to the region during an ongoing global pandemic; and

WHEREAS, there is the potential for loss of property for both residents and migrants due to those who would take financial advantage of this wave of migrants; and

WHEREAS, the Director of Aviation has the authority, as granted by the El Paso City Council, to manage the day-to-day operation of EPIA and to ensure that those operations are conducted in compliance with the rules and regulations regarding airports under Title 14 of the Code of Federal Regulations, Chapter 22 of the Texas Transportation Code, and Title 14 of the El Paso City Code, as well as federal, state, and local health and safety regulations to ensure the health, safety, and welfare of all occupants and travelers making use of EPIA facilities; and

WHEREAS, EPIA in recent past, became saturated with migrants awaiting air travel and could need to take measures to preserve the health and safety of its customers, employees and the public, as well as measures to secure its facilities as the demand for air travel increases exponentially; and

WHEREAS, the City of El Paso is home to 4 of the 28 international ports of entry between Texas and Mexico; and

WHEREAS, based on mass migration events in the recent past, the City anticipates significant delays at the international ports-of-entry to include trade; and

WHEREAS, the potential encampment of large groups of migrants on City rights of way, parks and other City property poses safety risks to migrants and citizens alike; and

WHEREAS, in awaiting the due support of the federal government, the City finds that the expenditure of public funds for staff to coordinate resources and supplies, serve as shelter surge staff and transport migrants released in the City of El Paso accomplishes a valid public purpose of protecting public infrastructure, and protecting the health, safety and welfare of the citizens of El Paso; and

WHEREAS, in order to protect the health of persons in the municipality, the City Council wishes to continue to assist the local NGO with surge staff, coordination of resources and supplies, and transportation in light of the continued high number of community releases; and

WHEREAS, OEM and the City will continue to prepare and evaluate the need for mass emergency sheltering in anticipation of the eventual repeal of Title 42 and other regional migration surges that may impact the El Paso region; and

WHEREAS, this Ordinance shall remain in effect until otherwise terminated, re-enacted, superseded by a conflicting ordinance, El Paso Local health Authority Ordinance, state or federal law, or repealed automatically as of the 31st day following the date on which it was adopted unless re-enacted pursuant to City Charter Section 3.10.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. That the Emergency Ordinance No. 019333 passed and adopted by the City Council of the City of El Paso on May 23, 2022 is hereby re-enacted and shall continue for thirty (30) days unless re-enacted in accordance with City Charter Section 3.10 or until terminated by City Council, whichever is sooner.

2. This ordinance is adopted as an emergency measure with the unanimous vote of the City Council Representatives present and the consent of the Mayor and pursuant to City Charter Section 3.10.

Fire Chief Mario D'Agostino and Ms. Nicole Cote, Managing Director of Office of Management and Budget and Purchasing and Strategic Sourcing presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Leeser and Representative Salcido commented.

Ms. Karla Nieman, City Attorney, commented.

Motion made by Representative Rivera, seconded by Representative Hernandez, and unanimously carried to **ADOPT** the Emergency Ordinance.

AYES: Representatives Kennedy, Anello, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: None

Mayor Leeser consented to the adoption of the Emergency Ordinance.

CALL TO THE PUBLIC – PUBLIC COMMENT:

The following members of the public commented:

1. Ms. Wally Cech
2. Mr. Miguel Rico
3. Mr. Ricardo Rico
4. Mr. Albert Rivera
5. Mr. Ron Comeau
6. Ms. Barbara Valencia
7. Mr. Arnulfo Hernandez
8. Mr. Steven Strumer

REGULAR AGENDA – FIRST READING OF ORDINANCES:

Motion made by Representative Rivera, seconded by Representative Canales, and unanimously carried that the following Ordinances, having been introduced pursuant to Section 3.9 of the El Paso City Charter, be **ADVERTISED** for public hearing:

AYES: Representatives Kennedy, Anello, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales
NAYS: None

Goal 2: Set the Standard for a Safe and Secure City

29. An Ordinance amending Title 9 (Health and Safety), Chapter 9.48 (Public Swimming Pools and Spas), Section 9.48.010 (Purpose) of the El Paso City Code.

Goal 3: Promote the Visual Image of El Paso

30. An Ordinance granting to Jessica Soto Prado and Hugo Prado DBA PS Ads a non-exclusive franchise for waste containers on sidewalks and other city property.

PUBLIC HEARING WILL BE HELD ON MARCH 14, 2023 FOR ITEMS 29 AND 30

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REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:
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Goal 7: Enhance and Sustain El Paso's Infrastructure Network
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31. *Motion made, seconded, and unanimously carried to **DELETE** the discussion and action on the award of Solicitation 2022-0641 Westside Median Roadway Illumination and Landscaping Improvements to ZTEX CONSTRUCTION, INC. for an estimated total amount of \$8,711,274.43. The project scope consists of furnishing all labor, materials, equipment, traffic control, permits, transportation, incidentals and all services required for the construction and installation of the Roadway Lighting Improvements and median improvements.

Department:	Capital Improvement
Award to:	ZTEX CONSTRUCTION, INC. El Paso, TX
Item(s):	Base Bid I, Base Bid II, Base Bid III, Base Bid IV, Base Bid V
Initial Term:	375 Consecutive Calendar Days
Base Bid I:	\$583,554.16
Base Bid II:	\$1,691,250.30
Base Bid III:	\$938,868.80
Base Bid IV:	\$3,592,359.40
Base Bid V:	\$1,905,241.77
Total Estimated Award:	\$8,711,274.43
Funding Source:	2019 Certificates of Obligation
Accounts:	190-4745-580270-28900-PCP20ST012
District(s):	1 & 8

This is a Competitive Sealed Proposal, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to ZTEX CONSTRUCTION, INC., the highest ranked offeror.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

Work under this unit price contract is only an estimated value and will be ordered, performed, invoiced, and paid by measured quantity. The actual cost of this contract may be higher or lower than the total estimated value and will be the sum total of unit prices at the end of the contract term.

As a part of this award, upon the review of the City Attorney, the City Engineer may without further authorization from City Council approve contract changes which are necessary for proper execution of the work and carrying out the intent of the project, which are in accordance with applicable law, do not make changes to the prices and are within the appropriate budget.

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REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES
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Goal 3: Promote the Visual Image of El Paso
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32. *Motion made, seconded, and unanimously carried to **POSTPONE FOUR WEEKS** the public hearing of An Ordinance changing the zoning of a portion of Lots 14 through 26, Block 4, Hughes Subdivision of Block 2, Alameda Acres, 5713 Welch Avenue, City of El Paso, El Paso County, Texas from S-D/sp (Special Development/special permit) to M-1 (Light

Manufacturing), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: 5713 Welch Ave.

Applicant: Jose Manuel Valenzuela and Maria Del Sol Covarrubias, PZRZ22-00016

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- 33.** *Motion made, seconded, and unanimously carried to **POSTPONE FOUR WEEKS** the public hearing of An Ordinance changing the zoning for the property described as Lot 135, Sunrise Acres #2, 4645 Vulcan Avenue, City of El Paso, El Paso County, Texas from R-4 (Residential) to A-O (Apartment/Office) and imposing a condition. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: 4645 Vulcan Avenue

Applicant: Aguilar Pedro M. & Morales Francisca, PZRZ22-00023

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34. ORDINANCE 019442

The City Clerk read an Ordinance entitled: **AN ORDINANCE APPROVING A SPECIAL PERMIT TO ALLOW FOR INFILL DEVELOPMENT WITH REDUCED AVERAGE LOT WIDTH FOR A DUPLEX ON THE PROPERTY DESCRIBED AS BEING ALL OF LOT 4, BLOCK 1, SUNRISE ACRES NO. 2 REPLAT D, 7833 MOUNT LATONA DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS. PURSUANT TO SECTION 20.10.280 INFILL DEVELOPMENT OF THE EL PASO CITY CODE. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

THE PROPOSED SPECIAL PERMIT MEETS THE INTENT OF THE FUTURE LAND USE DESIGNATION FOR THE PROPERTY AND IS IN ACCORDANCE WITH PLAN EL PASO, THE CITY'S COMPREHENSIVE PLAN.

Motion duly made by Mayor Pro Tempore Anello, seconded by Representative Hernandez, and carried that the Ordinance be **ADOPTED**.

Whereupon the Mayor ordered that a vote be taken on the passage and adoption of the Ordinance which when so done resulted as follows:

AYES: Representatives Kennedy, Anello, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: None

Whereupon the Mayor ordered that, the vote having been cast in favor of the Ordinance, the same be and the same is hereby **ADOPTED**.

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REGULAR AGENDA – OTHER BUSINESS:

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Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development

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- 35. ITEM:** Discussion and action requesting City Council support for the staff recommended project "Bike Plan - BRIO First-Last Mile Update" for submission to the FY23 Areas of

Persistent Poverty (AOPP) federal discretionary grant program administered by the Federal Transit Administration (FTA) and intended to improve transit service in an Area of Persistent Poverty or Historically Disadvantaged Community.

Motion made by Representative Hernandez, seconded by Representative Molinar, and unanimously carried to **SUPPORT** the staff recommended project "Bike Plan - BRIO First-Last Mile Update" for submission to the FY23 Areas of Persistent Poverty (AOPP) federal discretionary grant program administered by the Federal Transit Administration (FTA) and intended to improve transit service in an Area of Persistent Poverty or Historically Disadvantaged Community.

AYES: Representatives Kennedy, Anello, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: None

36.

RESOLUTION

WHEREAS, the City and the University are local governments as defined in Chapter 791 of the Texas Government Code, and have the authority to enter into this Agreement, and have each entered into this Agreement in the appropriate manner prescribed by law; and

WHEREAS, on September 2, 2022, the Parties were informed of an award from the U.S. Economic Development Administration, a bureau within the U.S. Department of Commerce under award number 08-69-05683; and

WHEREAS, the Parties wish to expand existing interagency cooperation for the development and growth of the Aerospace and Defense Innovation Network for Manufacturers, as originally established under the Interlocal Agreement executed on February 15, 2022; and

WHEREAS, the City and the University reaffirm that the cooperative agreement to create the Aerospace and Defense Innovation Network for Manufacturers, and further grow it under this Agreement, will support the rapid growth of our small and medium manufacturers; and enhance the innovation and business capabilities of El Paso's existing manufacturing sector and connect them to the national aerospace and defense value chain; and

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign an Interlocal Agreement for good and valuable consideration by and between the City of El Paso, a home rule municipal corporation and The University of Texas at El Paso, a Texas state agency, Texas public institution of higher education and member institution of The University of Texas System. The City shall provide in kind support in an amount not to exceed \$845,000 in the form of salaries and wages, including fringe benefits; and direct support in an amount not to exceed \$1,030,000 over the 5-year grant period beginning September 2, 2022 and ending May 28, 2027 for the development and completion of the Aerospace and Defense Innovation Network for Manufacturers. The City's total contribution to the Program shall not exceed \$1,875,000 over the 5-year grant period.

Ms. Susie Byrd, UTEP Representative, commented.

1ST MOTION

*Motion made, seconded, and unanimously carried to **REVISE** the item.

2ND AND FINAL MOTION

Motion made by Representative Hernandez, seconded by Representative Fierro, and unanimously carried to **APPROVE, AS REVISED**, the Resolution.

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: None

Goal 4: Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments

37.

R E S O L U T I O N

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign the First Amendment to the Restricted Funds Management Agreement entered on August 25, 2009 by and between the City of El Paso and the El Paso Museum of Art Foundation (the "Foundation"), under which the Foundation will commission, design, construct, and finance installation of the Star Ceiling Sculpture by El Paso artist Leo Villareal, and the City of El Paso will contribute (\$775,481) towards the project after the Foundation has raised the first \$3 million dollars for the project.

Mr. Ben Fyffe, Managing Director of Cultural Affairs and Recreation, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representatives Annello and Canales commented.

Motion made by Mayor Pro Tempore Annello, seconded by Representative Canales, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: None

Goal 5: Promote Transparent and Consistent Communication Amongst All Members of the Community

38.

**RESOLUTION ADOPTING THE
RULES OF ORDER FOR THE EL PASO CITY COUNCIL
REVISED, AS EFFECTIVE FEBRUARY 28, 2023**

SECTION 1. PURPOSE OF RESOLUTION

This Resolution is adopted pursuant to Section 3.5.B of the Charter of the City of El Paso as a procedural guide for the benefit of the City Council and for the general information of the public. These rules shall apply to regular, special and work session meetings at which action is to be taken, but shall not apply to meetings for committees of the City Council or to informational gatherings of the Council.

SECTION 2. RULES OF ORDER

Robert's Rules of Order Revised shall govern the procedures of Council unless they are in conflict with these rules.

SECTION 3. EFFECT OF FAILURE TO FOLLOW THESE RULES

No action of the Council that is otherwise legal shall be invalidated merely by reason of the failure of the Council or City staff to follow these Rules of Order, unless the majority of the Council agrees that such action shall be invalidated.

SECTION 4. STANDING

No one other than a member of the City Council shall have standing to assert before the Council that any action taken by the Council is invalid by reason of the Council's failure to comply with these Rules of Order.

SECTION 5. SUSPENSION OF RULES

These rules may be suspended temporarily by a majority of the Council members present and voting, except as they pertain to a quorum, or to the majority required for any motion, or to other matters pre-empted by laws other than those Rules of Order.

SECTION 6. PRESIDING OFFICER

The Mayor shall preside at all meetings of the City Council, but if for any reason he is absent from the City, sick or unable to act, then the Mayor Pro Tempore shall preside at such meetings and at such times shall exercise all of the powers and discharge the duties of the Mayor, except that the Mayor Pro Tempore shall vote as a Representative. In the absence or inability of both the Mayor and the Mayor Pro Tempore, the Alternate Mayor Pro Tempore shall preside and shall vote as a Representative. Upon the arrival of the Mayor, the Mayor Pro Tempore or the Alternate Mayor Pro Tempore, the acting chairman shall immediately relinquish the chair upon the conclusion of the business immediately pending before the Council.

The presiding officer shall preserve strict order and decorum at all regular and special meetings of the Council, and shall state questions coming before the Council as necessary for clarity, and shall announce the decision of the Council on all subjects. The Presiding Officer shall disable the microphone at the podium when he determines that the speaker has violated council rules of order.

SECTION 7. QUESTIONS OF ORDER

All questions of order shall be decided by the presiding officer with the right of appeal from his or her decision to the Council that is present, the majority of whom, present and voting, may override the decision.

SECTION 8. VOTING

The electronic voting system shall be utilized for the casting of the roll call votes of the Council in Council Chambers except as otherwise provided herein. The City Clerk shall call for an electronic vote and each Representative shall, without undue delay, cast his or her vote on the electronic voting system. When all votes have been cast, the City Clerk will review, announce and display the results of the voting, and staff will capture the display on the digital recording of the meeting or fully read the results into the record. In the event of a tie vote, the City Clerk will announce the results and call for the Mayor's vote before displaying the results. Any error in voting or any discrepancy between the display of the votes and the City Clerk's announcement of the results shall be corrected prior to the time that the Council proceeds to consider the next agenda item.

The requirements under this section for the use of the electronic voting system shall be automatically suspended under the following circumstances and for the duration as announced by the City Clerk: (a) upon the announcement of the City Clerk that the electronic voting system is not working properly; (b) for votes on procedural matters including motions to recess and to take an agenda item out of order, and votes by acclamation; (c) when the Council is voting on more than one agenda item simultaneously; and (d) when more than one vote will be taken pertaining to an agenda item and in such instance, the City Clerk shall announce which vote shall be taken by use of the electronic voting system and which vote(s) shall be taken only by voice vote.

In the event that the use of the electronic voting system is suspended or the system is otherwise not available, the City Clerk shall call the roll beginning with the Representative seated furthest to the Mayor's right and continuing in that order. Each Representative shall audibly indicate his or her vote.

Records of all roll call votes shall be incorporated in the Minutes of the meeting.

SECTION 9. RECORDED DEBATE

A Representative may request, through the presiding officer, to have an abstract of his or her statement on any subject under consideration by the Council entered in the Minutes or to attach any document referenced during a Council meeting to the Minutes. The recording secretary may be directed by the presiding officer to enter in the Minutes a synopsis of the discussion on any question coming before the Council.

SECTION 10. ORDER OF PRECEDENCE OF MOTIONS

The order of procedure of motions is set forth in Exhibit "A" attached hereto and fully incorporated by reference.

SECTION 11. MOTION TO RECONSIDER

A motion to reconsider any action taken by the Council may be made at any time prior to adjournment of the same meeting at which such action was taken. The motion can only be made by a member who voted with the prevailing side and can be seconded by any member.

SECTION 12. OBTAINING THE FLOOR

Every person desiring to speak shall address the presiding officer, and when recognized by the presiding officer, shall address only the item under consideration. For Regular City Council Meetings, in the debate, each member of Council has the right to speak twice on the same item on the same day, but cannot make a second speech on the same item as long as any member who has not spoken on that question desires the floor. No one can speak longer than ten minutes at a time without permission of a majority of Council. The City Clerk will keep time and will notify the Mayor if a Representative reaches the allotted time. During Work Sessions, Special meetings, or Agenda Review meetings, there will not be a limit to the time allowed for each Representative to have the floor, and the Presiding officer has discretion to end discussion on an item, or to give the floor to another representative.

SECTION 13. RIGHT OF CITIZENS TO BE HEARD

Public Hearings/Agenda Items:

Any member of the public shall have a reasonable opportunity to be heard at all public hearings of the City Council in regard to any and all matters to be considered at such hearings that are

germane and relative to any subject matter of City affairs or business which is within the scope of the authority and legislative functions of the City Council. Provided, however, that the time allowed for each citizen's appearance before City Council will be limited to a fixed number of minutes at the discretion of the presiding officer. Members of the public will usually be granted three (3) minutes to present their position on issues. If a member of the public addresses City Council through a translator into English, he or she will be granted six (6) minutes to present. Time will be kept by the City Clerk. The presiding officer may grant a speaker additional time at his or her discretion.

Public Comment/Non Agenda Items:

A maximum of sixty (60) minutes will be allotted for a public comment portion of each regular City Council meeting. The City Council will designate time to allow members of the public to have a reasonable opportunity to provide comment on items not already posted on the agenda, except that no person shall engage in political advertising contrary to state law. Persons wishing to provide comment during the public comment portion of the City Council agenda must sign up prior to 9:00 a.m. on the day of the City Council meeting either online or by using the sign-in sheet for the public outside of Council Chambers on the day of the Council meeting up until 9:00 a.m. Any person signing up to provide comment during the public comment portion of the agenda must provide their name, address, phone number, and a short description of the topic(s) of their comment. Members of the public are required to speak on the topic identified upon the sign-in sheet. If the speaker is a lobbyist, he or she must indicate that fact on the audience participation sheet and prior to commencing his/her comments in compliance with the City's Lobbying Ordinance. Members of the public may not grant their time to another nor may they purport to speak for another who is not present at the meeting. If someone would like a document or letter to become a part of the record, they may do so by providing the City Clerk with copies of the document or letter no later than 9:00 a.m. on the morning of the meeting, which will be distributed to the Council. It shall not be necessary to read the letter into the record. Interpretation services are only to be provided by the certified interpreter provided by the City.

A document camera and projection system ("Overhead Projector") is available for use for public comment on posted items and call to the public. Members of the public shall submit any document they wish to present on the Overhead Projector to the City Clerk no later than close of business on the previous City business day before the meeting date. Any document that contains insulting, profane, threatening or abusive language, nudity, or campaign material will be rejected. City Staff will assist members of the public in using the Overhead Projector during the meeting. In order to ensure cyber security, members of the public are prohibited from sending or utilizing presentations in any electronic format, including but not limited to email, and from using a Universal Serial Bus (USB) compact disk (CD) or digital versatile disk (DVD) for public comment and call to the public. A member of the public who wishes to make an electronic presentation may bring printed documents to the City Clerk's office no later than close of business on the previous City business day before the meeting date to be scanned for presentation during the meeting.

To facilitate the receiving of comment from as many citizens as possible who are interested in bringing topics forward to the City Council for comment, a person may sign up to obtain one-time slot to speak or otherwise make a presentation on one or more specified topics during the public comment portion of a City Council meeting. This provision does not restrict any member of the public from signing up to speak on items posted on the regular agenda or to ask questions regarding items posted on the consent agenda.

The time allotted for the public comment portion of the agenda shall be uniformly divided among those who have signed up to obtain a time slot and participate and except as provided below, no speaker will have more than three (3) minutes to speak or otherwise make a

presentation, regardless of the number of topics a speaker wishes to address within his or her time slot. At the beginning of the public comment portion of the agenda, the City Clerk will make one announcement as to the amount of time that each person has to provide comment.

The City Clerk will call each person signed up to make comment to the podium in the order that they signed up to speak and will keep time. Each topic brought forward will be for comment from the speaker and may not be deliberated by the members of Council nor rebutted or debated by members of the public. Any member of the City Council may propose that the topic commented on be posted by staff on a future Council meeting agenda for the Council's discussion and action.

The presiding officer at his or her discretion may grant a speaker one (1) additional minute to wrap up his or her comments regardless of whether the allotted sixty (60) minutes will otherwise be taken up by the others making comment.

Members of the public wishing to ask a question regarding an item posted on the consent agenda or to speak regarding an item posted on the regular agenda must sign up prior to 9:00 a.m. on the day of the City Council meeting. The City Clerk shall make available the sign-in sheet for the public outside of Council Chambers on the day of the Council meeting up until 9:00 a.m. or online prior to 9:00 a.m. Persons may sign up to address multiple items, however this does not mean it is permissible to "mark all" or to sign up for every item "just in case" they wish to speak when the discussion on an item takes place. If a member of the public wishes to speak regarding an item, but did not sign up by 9:00 am, he or she may notify the City Clerk up until such time that the public comment portion of the item has concluded.

Members of the public who do not desire to speak but want to register support or opposition to an item on the agenda may do so by indicating their position on the audience participation form. The City Clerk will notify the Council of the number of position statements received and the tally when the agenda item is announced.

At the time that the consent agenda is taken up for consideration, the City Clerk shall advise the Mayor Pro Tempore whether persons in the audience have signed up to ask a question regarding an item posted on the consent agenda. The Mayor Pro Tempore shall have the floor and may ask the City Clerk to call those individuals up to the podium to hear their questions.

At that time, the City Clerk will announce the agenda item number and call the person to the podium. The Mayor Pro Tempore may request the City Manager to respond to the questions raised by the members of the public. In his or her discretion, the Mayor Pro Tempore may move the consent agenda item to the regular agenda for continued discussion and action by the City Council.

Members of Council may move to overrule the determinations by the Mayor Pro Tempore under this section by a simple majority vote of the Council members present and voting.

No person may speak a second time except by permission of the presiding officer, and further, no person shall be heard a second time until all persons desiring to speak once have been given the opportunity to do so.

Personal attacks are not permitted. Members of the public should address their questions to the Council, not to the staff. Council may in turn ask staff to provide input.

Members of the public may be asked to leave or be removed from Council Chambers if it is determined that they are disruptive to the meeting. Such determination will be made by the

presiding officer. Members of Council may move to overrule such determination by the presiding officer subject to a simple majority vote of Council, present and voting.

SECTION 14. CALLING AND ORDER OF AGENDA ITEMS

Executive Session will be scheduled at the end of the meeting or other such time as determined by the Council. The Invocation and Pledge of Allegiance will take place no sooner than 9:00 a.m. Thereafter, the proceedings will take place as specified on the Attached **Exhibit "B"**.

Items accepting or acknowledging donations to the City will be taken prior to consideration of the consent agenda. Items removed from the consent agenda by the Mayor Pro Tempore or at the request of other Council members will be considered at the time when items for the related department are being considered or as otherwise requested by the Mayor Pro Tempore. The introduction of ordinances will be considered first on the regular agenda, followed by the procurement items posted on the regular agenda by the Financial Services and/or Engineering and Construction Management departments, and any reports or updates from the City's Committees, Boards and Commissions.

Notwithstanding the above provisions, the City Manager shall direct the placement of all matters relating to the City Council's adoption of the annual City budget and associated matters relating to the start of each new fiscal year and the adoption of the tax levy on one or more agendas so as to meet all required statutory and charter deadlines.

At the time that each agenda item is to be considered by the City Council, the City Clerk will announce all agenda items by number and a brief statement as to the nature of the item when appropriate. In the case of a revision, the City Clerk or staff shall read the item into the record, as appropriate.

SECTION 15. PARLIAMENTARIAN

The City Clerk and the Assistant City Clerk are confirmed to serve as Parliamentarian and Alternate Parliamentarian, respectively.

SECTION 16. USE OF ELECTRONIC DEVICES

Electronic devices within Council chambers shall be used in accordance with all established City practices and procedures and as directed by Information Technology Department staff providing support services during a meeting. City staff, other than the dignitary protection officers, and members of the public shall turn off the signals of all pagers, cellular telephones and other devices capable of making an audible signal and shall not make or take any telephone calls while in Council chambers once a Council meeting has been called to order.

Members of the City Council may only use electronic devices for the matters pertinent to the meeting taking place. No use of personal cellular devices, nor personal communication, should take place on the dais, nor while participating virtually, while the meeting is in session. The use of communication devices of any kind, including but not limited to: hand-held portable communication devices, cellphones, computers, tablets, laptops, watches, etc. is expressly prohibited during City Council meetings and shall not be allowed in the room during closed sessions unless they are being used to aid in executive session presentations.

If the City Council member needs to take a telephone call, respond to a text message, etc. during a meeting, he or she must excuse themselves from the dais or room where the closed session is taking place to engage in that communication.

The use of the desktop computers during City Council shall be limited to voting, viewing presentations, research to aid the council member and communication via email to staff. During meetings, City Council members shall not text, tweet, blog, post on Facebook, Instagram or use any other social media platform.

SECTION 17. TIME AND LOCATION OF MEETINGS AND VIRTUAL ATTENDANCE

The Mayor and Council may by action of Council approved by a majority of Council, reschedule the time and place of any City Council meeting in accordance with the requirements of the Texas Open Meetings Act.

Members of Council may attend City Council meetings by video conference in accordance with the Texas Open Meetings Act 551.127, as may be amended. Such requires that a quorum of City Council be present at the physical meeting location posted on the agenda. Any member wishing to attend by video conference must notify the City Clerk no later than noon on the Wednesday prior to the relevant meeting, and the City Clerk shall post notice of which member(s) will appear by video conference on the City Council Agenda.

Each participant's face in the videoconference call, while speaking, must be clearly visible and audible to each other participant and, during the open portion of the meeting, to the members of the public in attendance at the location where a quorum is present, and at any other location of the meeting that is open to the public. Any council member appearing by videoconference call will be considered absent during any portion of the meeting the audio or video is lost or disconnected in accordance with Texas Government Code Section 551.127.

EXHIBIT "A"

ROBERTS RULES CHEAT SHEET

To:	You say:	Interrupt Speaker	Second Needed	Debatable	Amendable	Vote Needed
Adjourn	"I move that we adjourn"	No	Yes	No	No	Majority
Recess	"I move that we recess until..."	No	Yes	No	Yes	Majority
Complain about noise, room temp., etc.	"Point of privilege"	Yes	No	No	No	Chair Decides
Suspend further consideration of something	"I move that we table it"	No	Yes	No	No	Majority
End debate	"I move the previous question"	No	Yes	No	No	2/3
Postpone consideration of something	"I move we postpone this matter until..."	No	Yes	Yes	Yes	Majority
Amend a motion	"I move that this motion be amended by..."	No	Yes	Yes	Yes	Majority
Introduce business (a primary motion)	"I move that..."	No	Yes	Yes	Yes	Majority

The above listed motions and points are listed in established order of precedence. When any one of them is pending, you may not introduce another that is listed below, but you may introduce another that is listed above it.

To:	You say:	Interrupt Speaker	Second Needed	Debatable	Amendable	Vote Needed
Object to procedure or personal affront	"Point of order"	Yes	No	No	No	Chair decides
Request information	"Point of information"	Yes	No	No	No	None
Ask for vote by actual count to verify voice vote	"I call for a division of the house"	Must be done before new motion	No	No	No	None unless someone objects
Object to considering some undiplomatic or improper matter	"I object to consideration of this question"	Yes	No	No	No	2/3
Take up matter previously tabled	"I move we take from the table..."	Yes	Yes	No	No	Majority
Reconsider something already disposed of	"I move we now (or later) reconsider our action relative to..."	Yes	Yes	Only if original motion was debatable	No	Majority
Consider something out of its scheduled order	"I move we suspend the rules and consider..."	No	Yes	No	No	2/3
Vote on a ruling by the Chair	"I appeal the Chair's decision"	Yes	Yes	Yes	No	Majority

The motions, points and proposals listed above have no established order of preference; any of them may be introduced at any time except when meeting is considering one of the top three matters listed from the first chart (Motion to Adjourn, Recess or Point of Privilege).

EXHIBIT "B"

The El Paso City Council Agenda items will be posted in the following order for all meetings of the El Paso City Council at which items of the listed categories will be discussed. If there are no items regarding a listed category, that category will be skipped.

1. Roll Call
2. Invocation and Pledge of Allegiance
3. Ceremonial items: Proclamations and Recognitions *
4. Consent Agenda
5. Council Member Requested Items
6. Operational Focus Updates
7. Regular Agenda
8. Executive Session

Recess:

City Council will recess at 11:30 for lunch, and will resume at noon.

Call to the Public/Public Comment/Non-Agenda Items:

- Will take place at 12:00 noon during every regularly scheduled Tuesday City Council Meeting.
- Call to the Public is for items not posted on the agenda for the City Council meeting.
- If necessary, Council will interrupt the Meeting or delay consideration of Executive Session items posted on its City Council agenda, to hear Call to the Public at 12noon.

Public Comment/Agenda Items is allowed on any posted item at any meeting of the El Paso City Council in accordance with Section 13 of these Rules of Order.

- Ceremonial items will consist of the reading of a proclamation, an introduction to the Mayor and Council and a photograph. Members of the public and individuals and organizations receiving proclamations and recognitions are not expected to address council.

Representatives Kennedy, Hernandez, and Canales commented.

The following city staff members commented:

- Ms. Karla Nieman, City Attorney
- Ms. Kristen Hamilton-Karam, Senior Assistant City Attorney
- Ms. Laura Prine, City Clerk

Motion made by Mayor Pro Tempore Annello, seconded by Representative Canales, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: None

EXECUTIVE SESSION

Motion made by Representative Salcido, seconded by Representative Hernandez, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 3:43 p.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the executive session items:

Section 551.071 CONSULTATION WITH ATTORNEY
Section 551.072 DELIBERATION REGARDING REAL PROPERTY

AYES: Representatives Kennedy, Anello, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales
NAYS: None

Motion made by Representative Rivera, seconded by Representative Canales, and unanimously carried to **ADJOURN** the Executive Session at 5:16 p.m. and **RECONVENE** the meeting of the City Council at which time a motion was made:

AYES: Representatives Kennedy, Anello, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales
NAYS: None

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EX1. Complaint against elected official. Matter No. HQ #436 (551.071) (551.074)

Representatives Hernandez and Rivera commented.

Ms. Karla Nieman, City Attorney, commented.

1ST MOTION

Motion made by Mayor Pro Tempore Anello, seconded by Representative Kennedy, and carried that the Mayor issue a letter of admonition against Representative Molinar as a result of complaint of harassment and request that the letter include harassment/discrimination training and code of conduct training. In addition, any further violation could lead to removal from his committee assignments and leadership roles on the Council.

AYES: Representatives Kennedy, Anello, Hernandez, Fierro, and Canales
NAYS: Representatives Salcido and Rivera

Note: Representative Molinar did not cast a vote

2ND MOTION

Motion made by Representative Hernandez, seconded by Representative Salcido, and carried to reconsider the item.

AYES: Representatives Hernandez, Salcido, Fierro, and Canales
NAYS: Representatives Kennedy, Anello and Fierro

Note: Representative Molinar did not cast a vote

3RD AND FINAL MOTION

Motion made by Mayor Pro Tempore Anello, seconded by Representative Hernandez, and carried that the Mayor issue a letter of admonition against Representative Molinar as a result of complaint of harassment and request that the letter include harassment/discrimination training and code of conduct training. In addition, any further violation could lead to removal from his committee assignments and leadership roles on the Council.

AYES: Representatives Kennedy, Anello, Hernandez, Fierro, Rivera, and Canales
NAYS: Representatives Salcido

Note: Representative Molinar did not cast a vote

.....
ADJOURN

.....
Motion made by Mayor Pro Tempore Anello, seconded by Representative Canales, and unanimously carried to **ADJOURN** this meeting at 5:22 p.m.

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: None

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk

OSCAR LEESER
MAYOR



CITY COUNCIL
BRIAN KENNEDY, DISTRICT 1
ALEXSANDRA ANNELLO, DISTRICT 2
CASSANDRA HERNANDEZ DISTRICT 3
JOE MOLINAR, DISTRICT 4
ISABEL SALCIDO, DISTRICT 5
ART FIERRO DISTRICT 6
HENRY RIVERA, DISTRICT 7
CHRIS CANALES, DISTRICT 8

TOMMY GONZALEZ
CITY MANAGER

**AGENDA REVIEW MINUTES
COUNCIL CHAMBERS AND VIRTUALLY
CITY HALL, 300 N. CAMPBELL
February 27, 2023
9:00 A.M.**

.....
The City Council met at the above place and date. Meeting was called to order at 9:01 a.m. Mayor Leeser present and presiding. The following Council Members answered roll call: Brian Kennedy, Alexsandra Anello, Cassandra Hernandez, Joe Molinar, Isabel Salcido, Art Fierro, Henry Rivera, and Chris Canales.

The agenda items for the February 28, 2023, Regular City Council and Special Mass Transit Board meetings were reviewed.

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7. CONSENT AGENDA – RESOLUTIONS

That the City Manager be authorized to sign the Third Amendment to the License Agreement, by and between the City of El Paso, a municipal corporation (the "City") and the El Paso Zoological Society, a Texas non-profit corporation (the "Society"), which was originally entered on December 18, 2012, and extended by 3 months on December 6, 2022, for the purpose of extending by one more year to end on March 17, 2024.

Representative Canales questioned the following City staff member:

- Mr. Joe Montisano, Zoo Director

.....
21. REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL

Discussion and action to approve a Resolution recognizing Walburga "Wally" Cech's lifetime accomplishments and contributions to El Paso and to El Paso City Council meetings.

Representative Hernandez commented

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22. REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL

Discussion and action to approve a Resolution to name the current and new El Paso Police Headquarters after Police Chief Gregory K. Allen.

Representative Molinar commented.

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25. REGULAR AGENDA – OPERATIONAL FOCUS UPDATES

Council PowerPoint presentation on Digital Video Recording System.

Representative Rivera questioned the following City staff members:

- Mr. Tommy Gonzalez, City Manager
- Fire Chief Mario D'Agostino

29. REGULAR AGENDA – FIRST READING OF ORDINANCES

An Ordinance amending Title 9 (Health and Safety), Chapter 9.48 (Public Swimming Pools and Spas), Section 9.48.010 (Purpose) of the El Paso City Code.

Representative Hernandez questioned the following City staff member:

- Mr. Steve Alvarado, Code Enforcement Director

30. REGULAR AGENDA – FIRST READING OF ORDINANCES

An Ordinance granting to Jessica Soto Prado and Hugo Prado DBA PS Ads a non-exclusive franchise for waste containers on sidewalks and other city property.

Mayor Leeser questioned the following City staff member:

- Ms. Ellen Smyth, Chief Transit and Field Operations Officer

31. REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS

Discussion and action on the award of Solicitation 2022-0641 Westside Median Roadway Illumination and Landscaping Improvements to ZTEX CONSTRUCTION, INC. for an estimated total amount of \$8,711,274.43. The project scope consists of furnishing all labor, materials, equipment, traffic control, permits, transportation, incidentals and all services required for the construction and installation of the Roadway Lighting Improvements and median improvements.

Department:	Capital Improvement
Award to:	ZTEX CONSTRUCTION, INC.
	El Paso, TX
Item(s):	Base Bid I, Base Bid II, Base Bid III, Base Bid IV, Base Bid V
Initial Term:	375 Consecutive Calendar Days
Base Bid I:	\$583,554.16
Base Bid II:	\$1,691,250.30
Base Bid III:	\$938,868.80
Base Bid IV:	\$3,592,359.40
Base Bid V:	\$1,905,241.77
Total Estimated Award:	\$8,711,274.43
Funding Source:	2019 Certificates of Obligation
Accounts:	190-4745-580270-28900-PCP20ST012
District(s):	1 & 8

This is a Competitive Sealed Proposal, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to ZTEX CONSTRUCTION, INC., the highest ranked offeror.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

Work under this unit price contract is only an estimated value and will be ordered, performed, invoiced, and paid by measured quantity. The actual cost of this contract may be higher or lower than the total estimated value and will be the sum total of unit prices at the end of the contract term.

As a part of this award, upon the review of the City Attorney, the City Engineer may without further authorization from City Council approve contract changes which are necessary for proper execution of the work and carrying out the intent of the project, which are in accordance with applicable law, do not make changes to the prices and are within the appropriate budget.

Representative Hernandez questioned the following City staff members:

- Ms. Claudia Garcia, Purchasing and Strategic Sourcing Assistant Director
- Mr. Jerry DeMuro, Capital Improvement Assistant Director

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ITEMS 32 AND 33 WERE REVIEWED TOGETHER

32. REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES

An Ordinance changing the zoning of a portion of Lots 14 through 26, Block 4, Hughes Subdivision of Block 2, Alameda Acres, 5713 Welch Avenue, City of El Paso, El Paso County, Texas from S-D/sp (Special Development/special permit) to M-1 (Light Manufacturing), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: 5713 Welch Ave.

Applicant: Jose Manuel Valenzuela and Maria Del Sol Covarrubias,
PZRZ22-00016

33. REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES

An Ordinance changing the zoning for the property described as Lot 135, Sunrise Acres #2, 4645 Vulcan Avenue, City of El Paso, El Paso County, Texas from R-4 (Residential) to A-O (Apartment/Office) and imposing a condition. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: 4645 Vulcan Avenue

Applicant: Aguilar Pedro M. & Morales Francisca, PZRZ22-00023

Mr. Raul Garcia, Planning and Inspections Program Manager commented.

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37. REGULAR AGENDA – OTHER BUSINESS

Discussion and action that the City Manager be authorized to sign the First Amendment to the Restricted Funds Management Agreement entered on August 25, 2009 by and between the City of El Paso and the El Paso Museum of Art Foundation (the "Foundation"), under which the Foundation will commission, design, construct, and finance installation of the Star Ceiling Sculpture by El Paso artist Leo Villareal, and the City of El Paso will contribute (\$775,481) towards the project after the Foundation has raised the first \$3 million dollars for the project

Representative Canales questioned the following City staff member:

- Mr. Ben Fyffe, Managing Director, Cultural Affairs and Recreation

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38. REGULAR AGENDA – OTHER BUSINESS

Discussion and action on a Resolution amending the Rules of Order for City Council meetings.

Representative Kennedy questioned the following City staff members:

- Ms. Laura Prine, City Clerk
- Ms. Karla Nieman, City Attorney

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MASS TRANSIT BOARD AGENDA

4. CONSENT AGENDA – REQUEST TO ISSUE PURCHASE ORDERS

Request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order to Oklahoma Investigation Group dba Tricorp Security, Inc. referencing Contract 2022-0467 Security Guard Services - Sun Metro. This will be a change order to increase the award by \$183,738.24 for a total amount not to exceed \$6,181,914.24. This change order will cover expenses for additional security guard services need at six (6) park locations throughout the City for a period of fourteen (14) months.

Department:	Mass Transit (Sun Metro)
Award to:	Oklahoma Investigation Group dba Tricorp Security, Inc. Kerens, TX
Total Estimated Award:	\$183,738.24
Account No:	560 - 3200 - 522120 - 60040 - P6016
Funding Source:	Sun Metro Operation Fund
District(s):	All

Mayor Leeser and Representatives Kennedy, Anello, Molinar, Rivera, and Canales questioned the following City staff members:

- Ms. Ellen Smyth, Chief Transit and Field Operations Officer
- Ms. Crystal Paz, Senior Procurement Analyst
- Ms. Dionne Mack, Deputy City Manager
- Interim Police Chief Peter Pacillas

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7. REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS

Discussion and action on the request that the Managing Director of the Purchasing & Strategic Sourcing Department be authorized to issue a Purchase Order(s) to Parkeon, Inc., the sole and authorized distributor of FlowBird Axio validators, Strada Ticket Vending Machines, Astreo Ticket Vending Machines and Flowbird software support and maintenance for 2023-0306 Ticket Vending Machines, Validators, and Software Support and Maintenance for a term of three (3) years for an estimated amount of \$1,371,002.93.

This contract will allow the purchase of ticket vending machines and validators that will enhance the customer service experience by providing new features and technology throughout the City's Brio Routes.

Department:	Mass Transit (Sun Metro)
Award to:	Parkeon, Inc. Moorestown, NJ
Year 1:	\$1,276,710.77
Year 2:	\$47,146.08
Year 3:	\$47,146.08
Total Estimated Award:	\$1,371,002.93 (3 years)
Account No:	560-3210-60050-580100- P9018-P60FTA113 -G60175339
Funding Source:	Federal Transit Administration Formula 5339
District(s):	All

This is a Sole Source contract. Texas Local Government Code Section 252.022 (a) (7) (D) Captive Replacement Parts or Components.

The Purchasing & Strategic Sourcing and Mass Transit (Sun Metro) departments recommend award as indicated to Parkeon, Inc., the sole and authorized distributor for these goods and services.

Representative Annello questioned the following City staff members:

- Ms. Crystal Paz, Senior Procurement Analyst
- Ms. Ellen Smyth, Chief Transit and Field Operations Officer

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Motion made by Mayor Pro Tempore Annello, seconded by Representative Salcido and unanimously carried to **ADJOURN** this meeting at 9:36 a.m.

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: None

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APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk

OSCAR LEESER
MAYOR

TOMMY GONZALEZ
CITY MANAGER



CITY COUNCIL
BRIAN KENNEDY, DISTRICT 1
ALEXSANDRA ANNELLO, DISTRICT 2
CASSANDRA HERNANDEZ, DISTRICT 3
JOE MOLINAR, DISTRICT 4
ISABEL SALCIDO, DISTRICT 5
ART FIERRO, DISTRICT 6
HENRY RIVERA, DISTRICT 7
CHRIS CANALES, DISTRICT 8

**CITY COUNCIL WORK SESSION MINUTES
JANUARY 30, 2023
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
9:05 A.M.**

.....
The City Council of the City of El Paso met at the above place and date. Meeting was called to order at 9:42 a.m. Mayor Oscar Leeser was present and presiding and the following Council Members answered roll call: Brian Kennedy, Alexsandra Annello, Joe Molinar, Isabel Salcido, Art Fierro, Henry Rivera and Chris Canales. Cassandra Hernandez requested to be excused.
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AGENDA

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1. 1. Overview (Tommy Gonzalez)

Mr. Tommy Gonzalez, City Manager, began the presentation with statistics regarding new COVID-19 cases and hospitalization rates. Both have decreased by 25% resulting in the downgrade of the City's risk status to the medium category. He reported that 86% of the El Paso community was fully vaccinated and mentioned that proper testing was still very important in controlling the virus. Additionally, RSV and Flu numbers have also dropped considerably.

2. City Attorney Overview (Karla Nieman)
- a) State Disaster Declaration
 - b) Emergency Ordinances
 - c) Greg Abbott, in his official capacity as Governor of Texas v. City of El Paso & Statewide Mask Mandate Litigation.
 - d) Additional Updates

Ms. Karla Nieman, City Attorney, anticipated that the Governor of Texas would extend the disaster declaration and stated that there was no update regarding the mask mandate litigation case. Ms. Nieman informed the Council that the Texas Supreme Court continued to permit remote proceedings in court cases.

3. Team Lead Report
- a) Health Focus (Hector Ocaranza, M.D.)
 - i. COVID-19 update
 - ii. Influenza Update
 - iii. RSV Update

Dr. Hector Ocaranza, Public Health Authority, continued the presentation by recommending the Bivalent vaccine for high risk individuals and also noted the decrease in flu cases. He reminded

the public to continue practicing good hygiene, get tested, and stay home if ill to prevent the spread of various flu strains.

4. City Manager Wrap-up (Tommy Gonzalez)

Mr. Tommy Gonzalez wrapped up the presentation. No comments or questions were raised.

NO ACTION was taken on this item.

2.

ITEMS 2 THROUGH 5 WERE TAKEN TOGETHER

ORDINANCE 019428

**AN EMERGENCY ORDINANCE RE-ENACTING EMERGENCY ORDINANCE NO. 019035
EXTENDING A DISASTER DECLARATION DUE TO A PUBLIC HEALTH EMERGENCY**

WHEREAS, on March 13, 2020, the Governor of the State of Texas declared a state of disaster and the President of the United States of America declared a national emergency in relation to COVID-19; and

WHEREAS, on March 13, 2020, the Mayor signed a Local Emergency Declaration and requested the aid of the State Government pursuant to Texas Government Code Section 418.108; and

WHEREAS, pursuant to El Paso City Code Section 2.48.020(C), a local state of disaster declaration may not be continued or renewed for a period in excess of seven days except by or with the consent of City Council; and

WHEREAS, City Charter Section 3.10 allows for the City Council to adopt an emergency ordinance to meet a public emergency affecting life, health, property or the public peace; and

WHEREAS, on March 17, 2020, the City Council adopted Emergency Ordinance No. 019035, Extending a Disaster Declaration Due to a Public Health Emergency; and

WHEREAS, since March 2020, El Paso City Council has re-enacted Emergency Ordinance No. 019035 monthly, with the most recent re-enactment taking place on January 3, 2023; and

WHEREAS, despite local COVID-19 cases continuing to decline, the risk of contracting COVID-19 remains and new variants of the virus are expected to arise; and

WHEREAS, as of January 19, 2023, the number of new COVID-19 active cases reported in El Paso is 152 and the cumulative number is 306,516; and

WHEREAS, pursuant to City Charter Section 3.10, every emergency ordinance shall stand repealed automatically as of the 31st day following the date on which it was adopted, but may be re-enacted to continue a Disaster Declaration; and

WHEREAS, Emergency Ordinance No. 019423 which re-enacts Emergency Ordinance No. 019035 is set to expire on February 2, 2023;

WHEREAS, the condition necessitating a declaration of a state of disaster continues to exist.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF EL PASO, TEXAS:

1. That the state of disaster proclaimed for the City of El Paso by the Mayor on March 13, 2020, and extended by Emergency Ordinance No. 019035, is hereby re-enacted and shall continue for thirty (30) days unless re-enacted in accordance with City Charter Section 3.10 or until terminated by City Council, whichever is sooner.
2. This ordinance is adopted as an emergency measure with the unanimous vote of the City Council Representatives present and the consent of the Mayor and pursuant to City Charter Section 3.10.

3

ORDINANCE 019429

**AN EMERGENCY ORDINANCE RE-ENACTING EMERGENCY ORDINANCE NO. 019036
INSTITUTING EMERGENCY MEASURES, AS RE-ENACTED, RESTATED AND AMENDED
BY EMERGENCY ORDINANCE NO. 019151; AND FURTHER RE-ENACTED AND
AMENDED BY EMERGENCY ORDINANCE NOS. 019156, 019169, 019191 AND 019284;
PENALTY AS PROVIDED IN SECTION 8**

WHEREAS, on March 13, 2020, the Governor of the State of Texas declared a state of disaster and the President of the United States of America declared a national emergency in relation to COVID-19; and

WHEREAS, by proclamation issued on March 13, 2020, the Mayor declared a local state of disaster for the City of El Paso resulting from a public health emergency; and

WHEREAS, on March 17, 2020, the City Council, pursuant to City Charter Section 3.10, adopted Emergency Ordinance No. 019036 to meet a public emergency affecting life, health, property or the public peace; and

WHEREAS, since March 2020, City Council has re-enacted Emergency Ordinance No. 019036 monthly, with the most recent re-enactment, re-statement and amendment taking place on March 16, 2021, and with the most recent re-enactment taking place on January 3, 2023; and

WHEREAS, pursuant to City Charter Section 3.10, every emergency ordinance shall stand repealed automatically as of the 31st day following the date on which it was adopted, but may be re-enacted if the emergency still exists; and

WHEREAS, a disaster continues to exist and requires that certain emergency measures be taken to meet a public emergency affecting life, health, property or the public peace; and

WHEREAS, the City Council desires to re-enact Emergency Ordinance No. 019036, as re-enacted, restated and amended on March 16, 2021 through Emergency Ordinance No. 019151, as further re-enacted and amended on March 29, 2021 through Emergency Ordinance No. 019156, as further re-enacted and amended on April 26, 2021 through Emergency

Ordinance No. 019169, as further re-enacted and amended on May 24, 2021 through Emergency Ordinance No. 019191, as further re-enacted and amended on January 31, 2022 through Emergency Ordinance No. 019284, which shall remain in effect for thirty days or until otherwise terminated, re-enacted, or superseded by a conflicting El Paso Local Health Authority order, or state or federal law or order.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF EL PASO, TEXAS:

1. Emergency Ordinance No. 019036, as re-enacted, restated and amended by Emergency Ordinance No. 019151, and as further re-enacted and amended by Emergency Ordinance Nos. 019156, 019169, 019191, and 019284, penalty as provided in Section 8, is hereby re-enacted.
2. Emergency Ordinance No. 019036, as re-enacted, restated and amended by Emergency Ordinance No. 019151, and further re-enacted and amended by Emergency Ordinance Nos. 019156, 019169, 019191, and 019284, penalty as provided in Section 8, shall remain in full force and effect and continue for thirty (30) days unless re-enacted in accordance with City Charter Section 3.10 or until terminated by the City Council, whichever is sooner.
3. This ordinance is adopted as an emergency measure with the unanimous vote of the City Council Representatives present and the consent of the Mayor, pursuant to City Charter Section 3.10.

4.

ORDINANCE 019430

AN EMERGENCY ORDINANCE RE-ENACTING EMERGENCY ORDINANCE NO. 019241; ALLOWING TEMPORARY USES ON THE PUBLIC RIGHT OF WAY AND PRIVATE PROPERTY BY SUSPENDING VARIOUS CITY ORDINANCES; PENALTY AS PROVIDED IN SECTION 6.

WHEREAS, on March 13, 2020, the Governor of the State of Texas declared a state of disaster and the President of the United States of America declared a national emergency in relation to COVID-19; and

WHEREAS, by proclamation issued on March 13, 2020, the Mayor declared a local state of disaster for the City of El Paso resulting from a public health emergency; and

WHEREAS, on March 17, 2020, El Paso City Council adopted Emergency Ordinance No. 019035 extending the City's Disaster Declaration due to a Public Health Emergency; and

WHEREAS, since March 2020, El Paso City Council has re-enacted Emergency Ordinance No. 019035, with the most recent re-enactment taking place on January 3, 2023; and

WHEREAS, Governor Abbott has similarly renewed the State's COVID- 19 Disaster Declaration, with the most recent extension taking place on January 15, 2023; and

WHEREAS, El Paso City Charter Section 3.10 allows City Council to adopt an emergency ordinance to meet a public emergency affecting life, health, property, or the public peace; and

WHEREAS, the El Paso City Council desires to support restaurants and similar establishments in their efforts to safely operate during the COVID-19 pandemic by further facilitating outdoor service and dining opportunities; and

WHEREAS, on October 11, 2021, City Council enacted an Emergency Ordinance Instituting Emergency Measures to Allow Temporary Uses on the Public Right of Way and Private Property by Suspending Various City Ordinances ("**Emergency Ordinance No. 019241**"); and

WHEREAS, pursuant to City Charter Section 3.10, every emergency ordinance shall stand repealed automatically as of the 31st day following the date on which it was adopted, but may be re-enacted if the emergency still exists; and

WHEREAS, City Council re-enacted Emergency Ordinance No. 019241, with the most recent re-enaction taking place on January 3, 2023 (Ord. No.019425) ("**Re-enacting Ordinance**"); and

WHEREAS, a disaster continues to exist and requires that certain emergency measures be taken to meet a public emergency affecting life, health, property or the public peace; and

WHEREAS, City Council desires to re-enact its October 11, 2021, Emergency Ordinance No. 019241, which shall take effect immediately, and remain in effect until March 2, 2023 until otherwise terminated, re-enacted, or superseded by a conflicting El Paso Local Health Authority order, or state or federal law or order.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF EL PASO, TEXAS:

1. That Emergency Ordinance No. 019241, is re-enacted and shall remain in full force and continue for thirty (30) days unless re-enacted in accordance with City Charter Section 3.10 or until terminated by the City Council, whichever is sooner;
2. This ordinance is adopted as an emergency measure with the unanimous vote of the City Council Representatives present and the consent of the Mayor and pursuant to City Charter Section 3.10.

5.

ORDINANCE 019431

**AN EMERGENCY ORDINANCE EXTENDING EMERGENCY ORDINANCE NO. 019333
AUTHORIZING THE CITY MANAGER TO ASSIGN PERSONNEL AND RESOURCES TO
ASSIST IN ADDRESSING THE HUMANITARIAN AND PUBLIC SAFETY CRISIS
RESULTING FROM A MASS MIGRATION THROUGH EL PASO**

WHEREAS, on May 23, 2022, the Mayor and City Council of the City of El Paso (the "City") passed an Emergency Ordinance No. 019333 "Authorizing the City Manager to Assign

Personnel and Resources to Assist in Addressing the Humanitarian and Public Safety Crisis Resulting from a Mass Migration through the City of El Paso”; and

WHEREAS, thousands of migrants from Latin America gathered at or near the U.S.-Mexico border in hopes that President Biden will ease immigration restrictions that will make it easier to enter the United States; and

WHEREAS, on April 1, 2022, the Centers for Disease Control and Prevention (“CDC”) announced the repeal of the Public Health Services Act, 42 U.S.C. §265 (“Title 42”), which was expected to allow for the inflow of migrants from the southern border; and

WHEREAS, federal litigation ensued to enjoin the CDC from repealing Title 42 on the intended date of May 23, 2022; and

WHEREAS, on June 30, 2022, a United States Supreme Court ruling allowed the President to end the Migrant Protection Protocols, which would allow for the inflow of migrants from the southern border; and

WHEREAS, Title 42 was struck down by a federal court with the parties agreeing that the injunction would end on December 21, 2022; and

WHEREAS, on December 27, 2022 the United States Supreme Court issued an order allowing the injunction to remain in place until further review of the case can be carried out; and

WHEREAS, the Southwest had 221,181 land border encounters in the month of December, 2022; and

WHEREAS, the El Paso sector of CBP had 55,747 land border encounters in the month of December, 2022 and a total of 162,603 encounters for federal fiscal year 2023; and

WHEREAS, in the month of January 2023, approximately 1,100 migrants have been arriving weekly; and

WHEREAS, when the U.S. Customs and Border Protection’s (“CBP”) Central Processing Center is over capacity and NGO space is unavailable, that is when the potential for street releases arises; and

WHEREAS, CBP has released many migrants onto downtown streets leaving many migrants without shelter; and

WHEREAS, in response to the street releases, the El Paso City-County Office of Emergency Management (“OEM”) reallocated twenty-nine COVID-19 Operations staff to assist as migrant shelter surge staff, and on May 17, 2022, this staff began orientation training at Casa del Refugiado, the NGO’s largest hospitality site; and

WHEREAS, OEM has created a job specification, for general disaster operations to include humanitarian relief duties to hire and assign staff to assist with NGO capacity with over 40 staff currently assigned; and

WHEREAS, the El Paso City Charter Section 3.10, allows for the adoption of one or more emergency ordinances to meet a public emergency affecting life, health, property, or the public peace; and

WHEREAS, Section 121.003 of the Texas Health & Safety Code states that a municipality may enforce any law that is reasonably necessary to protect public health; and

WHEREAS, Section 122.006 of the Texas Health & Safety Code provides home-rule municipalities express authority to adopt rules to protect the health of persons in the municipality, including quarantine rules to protect the residents against communicable disease; and

WHEREAS, OEM continues to provide COVID-19 isolation and quarantine hotel support to migrant shelters, expanding operations when outbreaks occur in congregate shelter facilities; and

WHEREAS, OEM has provided isolation and quarantine services to over 2,708 migrants in close coordination with NGOs since April 2020; and

WHEREAS, beginning in late August 2022, the El Paso sector experienced a surge of over 2,000 migrants presenting themselves daily to CBP, primarily made up of unsponsored single adults from Venezuela, resulting in over 1,000 street releases by CBP; and

WHEREAS, due to this high volume, the number of refugees and asylum seekers released to the NGO and the City's Migrant Welcome Center, was over 1,000 on a daily basis; and

WHEREAS, on September 7, 2022, the City and OEM stood up a migrant Welcome Center to assist with transportation assistance providing services to over 19,300 migrants through October 20, 2022, and

WHEREAS, there were over 40,000 community releases to local NGOs and the City during this period; and

WHEREAS, the City's Welcome Center has sponsored 294 charter buses with 13,900 unsponsored migrants aboard to New York City and Chicago as final destinations; and

WHEREAS, Sun Metro buses have transported upwards of 4,800 migrants to the El Paso International Airport ("EPIA"), bus stations, the Welcome Center, and shelters; and

WHEREAS, the City has provided over 39,000 meals to migrants at the local facilities, and for travel aboard the outbound charter buses; and

WHEREAS, the release of mass groups of people without access to potable water, food, or shelter exposes the migrants and El Paso residents to the origination and spread of potential and actual disease; and

WHEREAS, in response to the number of migrants arriving at the border, on January 5, 2023, the Department of Homeland Security created a humanitarian parole program for

migrants from Cuba, Haiti, and Nicaragua similar to the program already available to Venezuelans; and

WHEREAS, on January 8, 2023, President Biden visited the border to assess the situation in part because the number of migrants has gained the attention of the media and national leadership; and

WHEREAS, there are significant public safety and security concerns related to the wave of migration, including but not limited to the risk to injury or loss of life with migrants in El Paso streets with little or no resources on days that reach hot or cold temperatures and the inherent risks that come with increased demand on local shelters; and

WHEREAS, for these reasons, the City is faced with the imminent threat of widespread injury or loss of life resulting from a surge in transient migrants traveling to the region during an ongoing global pandemic; and

WHEREAS, there is the potential for loss of property for both residents and migrants due to those who would take financial advantage of this wave of migrants; and

WHEREAS, the Director of Aviation has the authority, as granted by the El Paso City Council, to manage the day-to-day operation of EPIA and to ensure that those operations are conducted in compliance with the rules and regulations regarding airports under Title 14 of the Code of Federal Regulations, Chapter 22 of the Texas Transportation Code, and Title 14 of the El Paso City Code, as well as federal, state, and local health and safety regulations to ensure the health, safety, and welfare of all occupants and travelers making use of EPIA facilities; and

WHEREAS, EPIA in recent past, became saturated with migrants awaiting air travel and could need to take measures to preserve the health and safety of its customers, employees and the public, as well as measures to secure its facilities as the demand for air travel increases exponentially; and

WHEREAS, the City of El Paso is home to 4 of the 28 international ports of entry between Texas and Mexico; and

WHEREAS, based on mass migration events in the recent past, the City anticipates significant delays at the international ports-of-entry to include trade; and

WHEREAS, the potential encampment of large groups of migrants on City rights of way, parks and other City property poses safety risks to migrants and citizens alike; and

WHEREAS, in awaiting the due support of the federal government, the City finds that the expenditure of public funds for staff to coordinate resources and supplies, serve as shelter surge staff and transport migrants released in the City of El Paso accomplishes a valid public purpose of protecting public infrastructure, and protecting the health, safety and welfare of the citizens of El Paso; and

WHEREAS, in order to protect the health of persons in the municipality, the City Council wishes to continue to assist the local NGO with surge staff, coordination of resources

and supplies, and transportation in light of the continued high number of community releases;
and

WHEREAS, OEM and the City will continue to prepare and evaluate the need for mass emergency sheltering in anticipation of the eventual repeal of Title 42 and other regional migration surges that may impact the El Paso region; and

WHEREAS, this Ordinance shall remain in effect until otherwise terminated, re-enacted, superseded by a conflicting ordinance, El Paso Local health Authority Ordinance, state or federal law, or repealed automatically as of the 31st day following the date on which it was adopted unless re-enacted pursuant to City Charter Section 3.10.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. That the Emergency Ordinance No. 019333 passed and adopted by the City Council of the City of El Paso on May 23, 2022 is hereby re-enacted and shall continue for thirty (30) days unless re-enacted in accordance with City Charter Section 3.10 or until terminated by City Council, whichever is sooner.
2. This ordinance is adopted as an emergency measure with the unanimous vote of the City Council Representatives present and the consent of the Mayor and pursuant to City Charter Section 3.10

Assistant Fire Chief Jorge Rodriguez presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Leeser and Representatives Annello and Salcido commented.

The following City staff members commented:

- Ms. Karla Nieman, City Attorney
- Mr. Tommy Gonzalez, City Manager
- Ms. Nicole Cote, Managing Director for Office of Management and Budget and Purchasing and Strategic Sourcing
- Mr. Robert Cortinas, Chief Financial Officer

1ST MOTION

Motion made by Representative Rivera, seconded by Representative Molinar, and unanimously carried to **ADOPT** the Emergency Ordinances.

AYES: Representatives Kennedy, Annello, Molinar, Salcido, Fierro, Rivera and Canales.

NAYS: None

ABSENT: Representatives Hernandez

2ND MOTION

Motion made by Representative Rivera, seconded by Representative Annello, and unanimously carried to **RECONSIDER** the items.

AYES: Representatives Kennedy, Annello, Molinar, Salcido, Fierro, Rivera and Canales

NAYS: None

ABSENT: Representatives Hernandez

3RD AND FINAL MOTION

Motion made by Representative Rivera, seconded by Representative Canales, and unanimously carried to **ADOPT** the Emergency Ordinances

AYES: Representatives Kennedy, Annello, Molinar, Salcido, Fierro, Rivera and Canales

NAYS: None

ABSENT: Representatives Hernandez

Mayor Leeser consented to the adoption of the Emergency Ordinances.

6.

R E S O L U T I O N

WHEREAS, on December 17, 2022, the Mayor of the City of El Paso issued a Declaration of Disaster due to a new wave of migration through the City of El Paso (the “City”); and

WHEREAS, on December 23, 2022, the City Council of the City of El Paso adopted an Emergency Ordinance 019421 extending a disaster declaration due to a humanitarian, security, and economic crisis resulting from a mass migration through El Paso, Texas; and

WHEREAS, on or about December 28, 2022, the City entered into the following agreement, 2023-0305 Migrant Shelter Operations (“Agreement”), with Family Endeavors, Inc. a Texas Non-Profit Corporation (“Endeavors”) to assist the City in providing processing and shelter services for migrants; and

WHEREAS, the Agreement was executed under the authority of Emergency Ordinance 019421, § 252.022(a)(1) of the Texas Local Government Code, and § 252.022(a)(2) of the Texas Local Government Code; and

WHEREAS, the parties now desire that City Council ratify the expenditure of \$602,175.78 associated with 2023-0305 Migrant Shelter Operations from December 28, 2022 through January, 17, 2023.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. That the City Council ratify the expenditure of \$602,175.78 associated with 2023-0305 Migrant Shelter Operations from December 28, 2022 through January, 17, 2023; and

2. That the City Manager or designee be granted broad authority to take all action and execute all documents necessary to effectuate the intent of this Resolution.

Ms. Nicole Cote, Managing Director for Office of Management and Budget and Purchasing and Strategic Sourcing, presented a PowerPoint presentation (copy on file in the CityClerk’s Office).

Mayor Leeser and Representative Salcido commented.

Motion made by Representative Rivera, seconded by Representative Canales, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Kennedy, Annello, Molinar, Salcido, Fierro, Rivera and Canales

NAYS: None

ABSENT: Representative Hernandez

7.

RESOLUTION

WHEREAS, on November 8, 2022, City of El Paso voters approved three bond propositions, including funding for street repairs; and

WHEREAS, City staff has compiled a priority project list of arterials and residential streets in need of resurfacing and reconstruction for the next 3-year roll out; and

WHEREAS, City staff seeks approval of the proposed project list, attached as Exhibit 'A,' that includes the 3-year roll out of the Top 50 Arterials and discussion of the selection of the Residential Streets for resurfacing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO, TEXAS:

THAT the City Council approves the project list attached as Exhibit "A" of this Resolution which includes the 3-year roll out of the Top 50 Arterials and discussion on Residential Streets to undergo resurfacing.

EXHIBIT A"

TOP 50 ARTERIALS

Street Bond Execution 3 Year Schedule

Street Name	Limits	Treatment	EXECUTION YEAR
CORRAL	Phoenix to Gateway East	Resurfacing	TOP 50 FY23
MESA HILLS	De Leon to Mesa	Resurfacing	TOP 50 FY23
HONDO PASS	Diana to Railroad	Resurfacing	TOP 50 FY24
HONDO PASS	Gateway North to Dyer	Resurfacing	TOP 50 FY24
HONDO PASS	Dyer to Diana	Reconstruction	TOP 50 FY24
PEBBLE HILLS	Outrigger to Loop 375	Resurfacing	TOP 50 FY24
PEBBLE HILLS	Rich Beem to John Hayes	Resurfacing	TOP 50 FY24
PEBBLE HILLS	Yarbrough to Lee Trevino	Resurfacing	TOP 50 FY24
PEBBLE HILLS	Zaragoza to Rich Beem	Reconstruction	TOP 50 FY24
GERONIMO	1-10 to Hughey	Resurfacing	TOP 50 FY24
LOMALAND	North Loop to 1-10	Resurfacing	TOP 50 FY24
SCHUSTER	Stanton to Brown	Resurfacing	TOP 50 FY24
YARBROUGH	San Jose to North Loop	Resurfacing	TOP 50 FY24
LEE TREVINO	Pellicano to Montana	Resurfacing	TOP 50 FY25
RAILROAD	Farah to Angora Loop	Resurfacing	TOP 50 FY25

SHADOW MOUNTAIN	Mesa to Pebble Beach	Resurfacing	TOP 50 FY25
SUNLAND PARK	1-10 to Mesa	Resurfacing	TOP 50 FY25
VISTA DEL SOL	Sumac to Lomaland	Resurfacing	TOP 50 FY25
VISTA DEL SOL	Randy Wolf to Bert Green	Resurfacing	TOP 50 FY25
VISTA DEL SOL	George Dieter to Phill Gibbs	Reconstruction	TOP 50 FY25

Mr. Richard Bristol, Streets and Maintenance Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representatives Kennedy, Annello, Rivera and Canales commented on the item.

The following City staff members commented:

- Mr. Sam Rodriguez, Chief Operations Officer
- Mr. Robert Cortinas, Chief Financial Officer

Motion made by Representative Rivera, seconded by Representative Salcido, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Kennedy, Annello, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: None

ABSENT: Representative Hernandez

8. Presentation, discussion and action on the 88th Regular Session of the Texas State Legislature.

Ms. Lindsey Adams, Legislative Liaison, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Leeser and Representatives Annello, Molinar, and Rivera commented.

1ST MOTION

Motion made by Representative Canales, seconded by Representative Annello, and carried to **SUPPORT** Senate Bill SB359 relating to the use of preferential voting.

AYES: Representatives Kennedy, Annello, Salcido, Fierro, Rivera, and Canales.

NAYS: Representative Molinar

ABSENT: Representative Hernandez

2ND MOTION

Motion made by Representative Canales, seconded by Representative Annello, and carried to **OPPOSE** House Bill HB553 related to providing universal basic income.

AYES: Representatives Annello, Molinar, Salcido, Fierro, Rivera, and Canales.

NAYS: Representative Kennedy

ABSENT: Representative Hernandez

3RD AND FINAL MOTION

Motion made by Mayor Pro Tempore Annello, seconded by Representative Kennedy, and unanimously carried to **SUPPORT** House Joint Bill HJR81 proposing a constitutional

amendment prohibiting the taking of property by eminent domain for the purpose of transferring the property to a private entity.

AYES: Representatives Kennedy, Anello, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: None

ABSENT: Representative Hernandez

-
9. Update on strategic plan efforts in economic development, specifically in implementing ways to expand El Paso's tax base, increase wages, provide quality job growth, and create high-paying career pathways through the development of a regional advanced manufacturing industry cluster, including an update on the development of the El Paso Makes: Innovation Factory for an Advanced Manufacturing District located at the El Paso International Airport.

Ms. Elizabeth Triggs, Economic and International Development Director, and Mr. Sam Rodriguez presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Leeser commented.

Mr. Tommy Gonzalez, City Manager, commented.

NO ACTION was taken on this item.

10.

R E S O L U T I O N

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the Director of Aviation for the City of El Paso International Airport is authorized to sign a letter of support directed to the Secretary of the Department of Transportation providing that the City of El Paso strongly supports the Department of Transportation approval of the Joint Application for Approval of and Antitrust Immunity for Commercial Alliance Agreement proposal submitted by Allegiant Air and Viva Aerobus regarding transborder air service between the United States and Mexico for the region of El Paso.

Mr. Sam Rodriguez, Chief Operations Officer, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Leeser and Representatives Kennedy, Anello, Salcido, and Canales commented.

The following City staff members commented:

- Ms. Karla Nieman, City Attorney
- Ms. Josette Flores, Senior Assistant City Attorney
- Mr. Tommy Gonzalez, City Manager

Motion made by Representative Salcido, seconded by Representative Rivera, and carried to **APPROVE** the Resolution.

AYES: Representatives Anello, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: Representatives Kennedy

ABSENT: Representative Hernandez

.....
EXECUTIVE SESSION

Motion made by Representative Annello, seconded by Representative Molinar, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 11:45 a.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the executive session items:

Section 551.071 CONSULTATION WITH ATTORNEY

Section 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

AYES: Representatives Kennedy, Annello, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: None

ABSENT: Representative Hernandez

Motion made by Representative Rivera, seconded by Representative Molinar, and unanimously carried to **ADJOURN** the Executive Session at 1:06 p.m. and **RECONVENE** the meeting of the City Council at which time motions were made:

AYES: Representatives Kennedy, Annello, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: None

ABSENT: Representative Hernandez

.....
EX1. Rojo, Rocio Guadalupe v. City of El Paso. Matter No. 20-1036-3347.001 (551.071)

Motion made by Mayor Pro Tempore Annello, seconded by Representative Rivera and carried that the City Attorney's Office, in consultation with the City Manager, be authorized to participate in the mediation of *Rocio Guadalupe Rojo individually and as Next Friend of Isabela Rojo v. City of El Paso*, Cause No. 2021DCV3826, in Matter No. 20-1036-3347.001, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority, should a settlement be reached in the case.

AYES: Representatives Kennedy, Annello, Molinar, Fierro, Rivera, and Canales

NAYS: Representative Salcido

ABSENT: Representative Hernandez

.....
EX2. Holguin, Annaelisa v. City of El Paso. Matter No. 18-1007-2255 (551.071)

Motion made by Mayor Pro Tempore Annello, seconded by Representative Canales and carried that the City Attorney's Office, in consultation with the City Manager, be authorized to participate in the mediation of Annaelisa Holguin v. City of El Paso, Cause No. 2018DCV2775, in Pro Law Matter No. 18-1007-2255, and to take all steps necessary, including the execution of all required documents, in order to effectuate this authority, should a settlement be reached in the case.

AYES: Representatives Kennedy, Annello, Molinar, Fierro, Rivera, and Canales

NAYS: Representative Salcido

ABSENT: Representative Hernandez

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- EX3.** Economic Incentives for a Distribution Company located in the City of El Paso (23-1007-3025) (551.087)

NO ACTION was taken on this item.

-
EX4. Economic Incentives for Company Expansion and Headquarters to be located in the City of El Paso (23-1007-3023) (551.087)

NO ACTION was taken on this item.

-
EX5. Economic Incentives for the expansion of a Manufacturing Company located in the City of El Paso (23-1007-3024) (551.087)

NO ACTION was taken on this item.

-
EX6. Economic Incentives for an Infill Development located in Downtown El Paso. Matter No. (21-1007-2802 (551.087)

NO ACTION was taken on this item.

.....
ADJOURN

Motion made by Representative Rivera seconded by Representative Fierro and unanimously carried to **ADJOURN** the meeting at 1:10 p.m.

AYES: Representatives Kennedy, Annello, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: None

ABSENT: Representative Hernandez

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-114, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

*Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.*

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Request to Excuse Representative Art Fierro from the March 14, 2023 Regular City Council Meeting.



Legislation Text

File #: 23-284, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

*Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.*

District 8

Economic and International Development, Karina Brascalla, (915) 212-1570

Economic and International Development, Elizabeth Triggs, (915) 212-0094

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

A Resolution authorizing the City Manager to sign an Amendment to the Chapter 380 Economic Development Program Agreement ("Agreement") by and between the CITY OF EL PASO ("City") and LEGATE CO TEXAS, LLC ("Applicant") for the renovation of a mixed-use building located in downtown El Paso at 201 East San Antonio Avenue, El Paso, Texas 79901. The Amendment will replace Exhibit D in its entirety.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: March 14, 2023

CONTACT PERSON(S) NAME AND PHONE NUMBER: Karina Brascalla, (915) 212-1570
Elizabeth Triggs, (915) 212-0094

DISTRICT(S) AFFECTED: 8

STRATEGIC GOAL: Goal 1 - Create an Environment Conducive to Strong, Sustainable Economic Development.

SUBGOAL: Goal 1.1 Stabilize and Expand El Paso's Tax Base

SUBJECT:

A Resolution authorizing the City Manager to sign an Amendment to the Chapter 380 Economic Development Program Agreement ("Agreement") by and between the CITY OF EL PASO ("City") and LEGATE CO TEXAS, LLC ("Applicant") for the renovation of a mixed-use building located in downtown El Paso at 201 East San Antonio Avenue, El Paso, Texas 79901. The Amendment will replace Exhibit D in its entirety.

BACKGROUND / DISCUSSION:

On November 8, 2022, City Council approved a Chapter 380 Economic Development Program Agreement with Legate Texas, LLC. Under the terms of the Agreement, the developer will be investing \$421,046 to renovate an existing two-story building at 201 E. San Antonio. The renovation will create shell retail spaces on the first floor and seven (7) apartment units on the 2nd floor. The first floor will open opportunities for jobs in various fields and offer a creative mindset for any business to be run successfully. The renovation will offer downtown living opportunities while the street level space will create jobs, generate revenue and bolster downtown activity.

This Amendment replaces Exhibit D in its entirety to reference the appropriate tax rebate schedule. There is no material change to the terms of the Agreement.

PRIOR COUNCIL ACTION:

On November 8, 2022, City Council approved the original Chapter 380 Economic Development Program Agreement.

AMOUNT AND SOURCE OF FUNDING:

N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign an Amendment to the Chapter 380 Economic Development Program Agreement ("Agreement") by and between the **CITY OF EL PASO ("City") and LEGATE CO TEXAS, LLC ("Applicant")** for the renovation of a mixed-use building located in downtown El Paso at **201 East San Antonio Avenue, El Paso, Texas 79901**. The Amendment will replace Exhibit D in its entirety.

APPROVED this ____ day of _____, 2023.


CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT



Elizabeth K. Triggs, Director
Economic & International Development

THE STATE OF TEXAS)
)
COUNTY OF EL PASO) **AMENDMENT
TO CHAPTER 380 ECONOMIC
DEVELOPMENT PROGRAM AGREEMENT**

This Amendment to that certain Chapter 380 Economic Development Program Agreement for the renovation of a mixed-use property located at 201 E. San Antonio Street is made this ____ day of _____, 2023, by and between the City of El Paso, a Municipal Corporation organized and existing under the laws of the State of Texas (the “*City*”), and LEGATE CO TEXAS a Texas limited liability company (“Applicant”).

WHEREAS, on November 8, 2022, the City and Applicants entered into a Chapter 380 Economic Development Program Agreement for the renovation of a mixed-use property located at 201 E. San Antonio Street (“Agreement”);

WHEREAS, the Agreement may be amended under the provisions of Section 8. A. Amendments. of the Agreement;

WHEREAS, the parties desire to amend the Agreement to correct Exhibit D to reflect the appropriate tax rebate schedule;


NOW THEREFORE, in consideration of the mutual promises set forth in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **EXHIBIT D** of the Agreement be replaced in its entirety by Attachment A to this Amendment.

CITY
THE CITY OF EL PASO:

Tomás Gonzalez
City Manger

APPROVED AS TO FORM:


Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:


Elizabeth K. Triggs, Director
Economic & International Development

APPLICANT

LEGATE CO TEXAS, LLC:

a Texas Limited Liability Company

[NAME]

[SIGNATORY CAPACITY]

EXHIBIT D

Property Tax Rebate Schedule

New Construction and Rehabilitation - For Mixed-Use Including Residential Component Incremental Property Tax Rebate Table														
Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
100%	100%	100%	100%	90%	90%	90%	75%	75%	75%	75%	75%	75%	75%	75%

March 14, 2023



Rehabilitation of Property at 201 E. San Antonio St.

Proposed First Amendment to a Chapter 380 Program
Agreement with Legate Texas, LLC

Goal 1. Cultivate an environment conducive to strong, sustainable economic development



Agreement: 201 E. San Antonio

- Original Agreement approved on November 8, 2022
- First Amendment:
 - Replace **Exhibit D** in its entirety to reflect the correct Tax Rebate Schedule
 - No changes to the terms or obligations



Project Summary: 201 E. San Antonio

Applicant: Legate Co. Texas, LLC

Property Address: 201 E. San Antonio

Real Improvement Costs: \$421,046

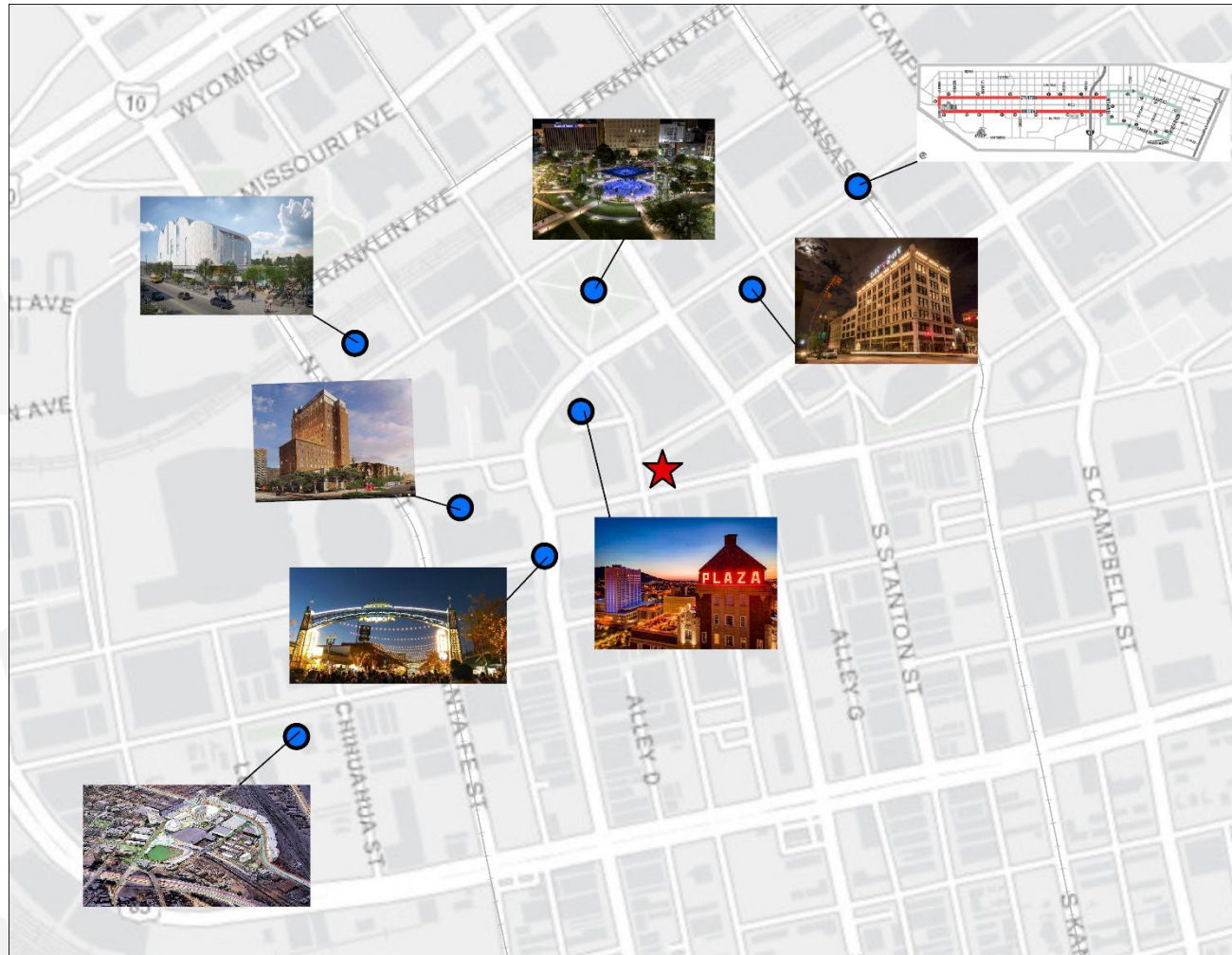
District: 8

Rehabilitation

- Mixed-use
 - Ground floor retail
 - 2nd floor residential
- 7 Residential Units
- 6,450 sf
 - Retail: 3,225 sf
 - Residential: 3,225 sf



Site Location: 201 E. San Antonio



MISSION



Deliver exceptional services to support a high quality of life and place for our community

VISION



Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government



VALUES

Integrity, **R**espect, **E**xcellence,
Accountability, **P**eople



Legislation Text

File #: 23-346, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

District 8

Economic and International Development, Karina Brascalla, (915) 212-1570

Economic and International Development, Elizabeth Triggs, (915) 212-0094

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

A Resolution authorizing the City Manager to sign an Amendment to the Chapter 380 Economic Development Program Agreement ("Agreement") by and between the CITY OF EL PASO, TEXAS and 309 MILLS, LLC to support an infill renovation project for the downtown building commonly known as the De Soto, located at 309 East Mills Avenue, El Paso, Texas 79901. The Amendment will require the Applicant to increase the minimum investment amount to \$2.4 million.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: March 14, 2023

CONTACT PERSON(S) NAME AND PHONE NUMBER: Karina Brasgalla, (915) 212-1570
Elizabeth Triggs, (915) 212-0094

DISTRICT(S) AFFECTED: 8

STRATEGIC GOAL: Goal 1 - Create an Environment Conducive to Strong, Sustainable Economic Development.

SUBGOAL: Goal 1.1 Stabilize and Expand El Paso's Tax Base

SUBJECT:

A Resolution authorizing the City Manager to sign an Amendment to the Chapter 380 Economic Development Program Agreement ("Agreement") by and between the CITY OF EL PASO, TEXAS and 309 MILLS, LLC to support an infill renovation project for the downtown building commonly known as the De Soto, located at 309 East Mills Avenue, El Paso, Texas 79901. The Amendment will require the Applicant to increase the minimum investment amount to \$2.4 million.

BACKGROUND / DISCUSSION:

On December 14, 2021, City Council approved a Chapter 380 Economic Development Program Agreement with 309 Mills, LLC. The developer will be renovation 309 E. Mills Avenue, commonly known as the De Soto. The proposed project will renovate a blighted hotel located in El Paso's central business district. The scope of work includes a full remediation of fire damage, conversion of the ground floor into a restaurant, renovation of upper floors into hotel rooms, renovation of façade and the addition of public art. The project will increase the tax value of the property and greatly enhance the aesthetic value of the area.

This amendment increases the minimum investment to \$2.4 million.

PRIOR COUNCIL ACTION:

On December 14, 2021, City Council approved the original Chapter 380 Economic Development Program Agreement.

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Economic and International Development

SECONDARY DEPARTMENT: N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign an Amendment to the Chapter 380 Economic Development Program Agreement (“Agreement”) by and between the **CITY OF EL PASO, TEXAS** and **309 MILLS, LLC** to support an infill renovation project for the downtown building commonly known as the De Soto, located at **309 East Mills Avenue, El Paso, Texas 79901**. The Amendment will require the Applicant to increase the minimum investment amount to \$2.4 million.

APPROVED this ____ day of _____, 2023.

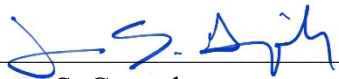
CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Elizabeth K. Triggs, Director
Economic & International Development

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

AMENDMENT
TO CHAPTER 380 ECONOMIC
DEVELOPMENT PROGRAM AGREEMENT

This Amendment to that certain Chapter 380 Economic Development Program Agreement for the redevelopment of the property at 309 East Mills Street is made this ____ day of _____ 20__, by and between the City of El Paso, a Municipal Corporation organized and existing under the laws of the State of Texas (the “City”), and 309 Mills, a Texas limited liability company (“Applicant”).

WHEREAS, on December 14, 2021, the City and Applicant entered into a Chapter 380 Economic Development Program Agreement for an infill renovation project on the property at 309 East Mills Street (“Agreement”);

WHEREAS, the Agreement may be amended under the provisions of Section 8. A. Amendments. of the Agreement;

WHEREAS, the parties desire to amend the Agreement to better reflect the specific parameters surrounding Applicants’ redevelopment, rehabilitation and improvement to the downtown building commonly known as the De Soto, located at 309 East Mills Street, El Paso, Texas 79901.

NOW THEREFORE, in consideration of the mutual promises set forth in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Specific subsections of **SECTION 1. DEFINITIONS** of the Agreement are amended to read as follows:
 - B. “Base Year Value”** means valuation of the real and personal property by the El Paso Central Appraisal District on the rolls as of January 1st of the year of the Effective Date of this Agreement. The Base Year Value shall not be interpreted to be equivalent or determinative for appraisal purposes or used in any way to determine market value. For the purposes of this Agreement, the Base Year Value is \$209,000.00.
 - C. “Construction Materials Sales Tax Rebate”** means a one-time 100% rebate of the City’s 1% Sales and Use Tax from receipts for materials and labor of taxable items used in the construction of the Development. The Construction Materials Sales Rebate shall not exceed \$12,000.00.
 - F. “Grant”** means each rebate payment made by the City to the Applicant pursuant to the terms of this Agreement. The aggregate amount that the City will provide in Grants shall not exceed **\$303,900.00**. This aggregate amount reflects the sum total of all applicable rebates.
 - I. “Minimum Investment”** means those costs incurred, self-performed or contracted to third parties by the Applicant over the course of the renovation or construction project or furnishing of the improvements for the Development. For purposes of

this Agreement, the Minimum Investment to qualify for the Grant is **\$2,400,000.00**.

J. “Property Tax Rebate” means a rebate, according to the Incremental Property Tax Rebate Table found in Exhibit D of this Agreement, of the City’s portion of the incremental ad valorem property tax revenue generated by the subject property above the Base Year Value for the Grant Period (as defined herein). For the purposes of this Agreement, the total Property Tax Rebate amount shall not exceed **\$158,900.00**.

N. “Building Construction Fee Rebate” means the one-time rebate of certain building construction fees and planning fees as identified in Ordinance No. 018581 paid for the Project and payable from the City’s general revenue fund. The Building Construction Fee Rebate shall not exceed **\$10,000.00** and will be rebated upon the Applicant’s provision of the Grant Submittal Package to the City to demonstrate that the total construction cost for the Project is equal or greater than the Minimum Investment.

2. Specific subsections of **SECTION 2. TERM AND GRANT PERIOD** of the Agreement are amended to read as follows:

A. Term and Effective Date. This Agreement shall commence on the Effective Date and shall terminate on the first to occur of: (i) the date when the aggregate amount of Grants is paid; (ii) 17 years from the Effective Date; (iii) the proper termination of this Agreement in accordance with the applicable provisions contained herein; or (iv) termination by mutual consent of the parties in writing (“Term”).

B. Grant Period and Grant Payment Eligibility. The Applicant’s eligibility for Grant payments shall be limited to 15 consecutive years within the Term of this Agreement (the “Grant Period”). The first year of the Grant Period shall be the first tax year after the issuance of the certificate of occupancy for the Development. A temporary certificate of occupancy does not qualify as a certificate of occupancy.

3. Subsection A. of **SECTION 3. OBLIGATIONS OF THE APPLICANT** of the Agreement is amended to read as follows:

A. Development. Applicant agrees to develop and construct, at its sole cost, the Development; and further agrees:

(1) The Applicant represents that the Development complies with, and adheres to, the provisions and requirements of the City’s Infill Policy and is located within the eligible incentive areas identified within the Infill Policy.

(2) The Applicant shall renovate or construct, at its sole cost and expense, the Development, and shall expend a minimum of \$2,400,000.00 in Qualified Expenditures to construct the Development.

- (3) The Applicant shall obtain all building permits for the Project within 6 months from the Effective Date of this Agreement.
- (4) Within 24 months after the Effective Date, the Applicant shall submit documentation to the City to verify the following:
 - (a) The expenditure of a minimum of \$2,400,000.00 in Qualified Expenditures; and
 - (b) That the Applicant has received a Certificate of Occupancy for the Development.
- (5) The Applicant agrees that the Development shall not include the demolition of properties with a historic overlay that are deemed historic or contributing unless specifically approved by El Paso City Council.
- (6) The Applicant agrees that Development shall be in accordance with the requirements and review provisions of Chapter 20.20 (Historic Landmark Preservation) of the City municipal code, where applicable.
- (7) The Applicant shall diligently and faithfully in a good and workmanlike manner pursue the completion of the Development and that the construction of same will be in accordance with all applicable federal, state and local laws and regulations.
- (8) The Applicant agrees that during the Term of this Agreement, the Development shall be limited to a hotel use on the upper floors and retail or restaurant on the ground floor.
- (9) The Applicant shall demonstrate, before the receipts of any Grant payments, that the Applicant has incurred no delinquency taxes by providing certified city tax certificates for any parcel of property owned in the City of El Paso.
- (10) The Applicant agrees that during the Term of this Agreement it shall not challenge nor permit anyone else to take actions on its behalf to challenge any assessments by the El Paso Central Appraisal District of \$1,200,000.00 or less. It is the intent of the parties that the assessed value of the Property on the tax rolls have a minimum appraisal value of \$1,200,000.00 during the Term of this Agreement. This property value should in no way be interpreted to affect the values set by the Central Appraisal District for tax purposes. Upon the termination of this Agreement, the Applicant agrees that neither this Agreement, nor the values contained herein, will be utilized to contest appraisal values or in the determination of the market value of the Development.
- (11) The Applicant, during normal business hours, at its principal place of

business in the city of El Paso, Texas, shall allow the City or its agents reasonable access to operating records, accounting books, and any other records related to the economic development considerations and incentives described herein, which are in Applicant's possession, custody, or control, for purposes of verifying the Qualified Expenditures and for audit purposes, if so requested by the City. The confidentiality of such records will be maintained in accordance with all applicable laws.

(12) Applicant shall provide all required invoices and other required documentation to City electronically at the following address: EDcompliance@elpasotexas.gov

4. Subsection B.1 of **SECTION 3. OBLIGATIONS OF THE APPLICANT** of the Agreement is amended to read as follows:

(1) The Applicant shall annually submit one Grant Submittal Package which shall be in the form provided in Exhibit C, together with the requisite documentation. The Applicant shall submit to the City the initial Grant Submittal Package on February 13, 2026, or within 30 business days after this date. Thereafter, the Applicant's annual Grant Submittal Package must be submitted on or within 30 business days after the 13th day of February of each year. A failure by the Applicant to timely submit a Grant Submittal Package in accordance with this paragraph is a waiver by the Applicant to receive a Grant payment for that Grant year.

5. Specific subsections of **SECTION 4. OBLIGATIONS OF THE CITY** of the Agreement is amended to read as follows:

- A. The City agrees to provide a Construction Materials Sales Tax Rebate not to exceed \$12,000.00 in accordance with the terms and provisions of this Agreement.
- B. The City agrees to provide a Building Construction Fee Rebate not to exceed \$10,000.00 in accordance with the terms and provisions of this Agreement.
- C. The City agrees to provide a Property Tax Rebate not to exceed \$158,900.00 in accordance with the terms and provisions of this Agreement.
- D. The City will process any eligible Grant payment within 90 days after receipt of the Applicant's annual Grant Submittal Package.

6. Exhibit B **Description of Development** is replaced in its entirety by Attachment A to this Amendment;

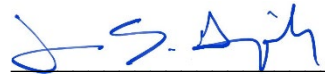
7. Exhibit C **Grant Submittal Package Form** is replaced in its entirety by Attachment B to this Amendment;
8. Exhibit D **Property Tax Rebate Table** is replaced in its entirety by Attachment C to this Amendment;
9. All terms and conditions of the Agreement and all subsequent Amendments thereto, except as herein revised, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____
day of _____, 20____.

CITY
THE CITY OF EL PASO:

Tomás Gonzalez
City Manger

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Elizabeth Triggs, Director
Economic & International
Development

APPLICANT

309 MILLS, LLC,

a Texas Limited Liability Company

Rogelio Gonzalez
[NAME]


[SIGNATORY CAPACITY]

ATTACHMENT “A”

Replacement of Exhibit B Description of Development

EXHIBIT B

Description of Development

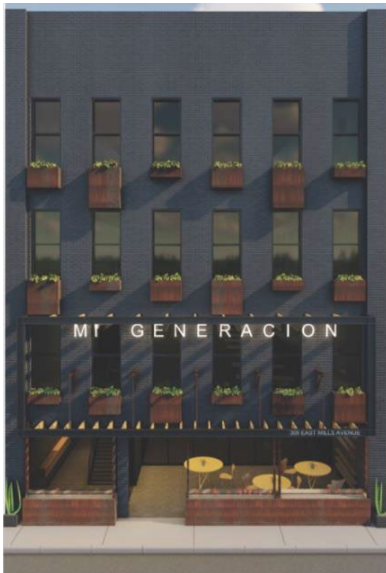
309 MILLS, LLC. will rehabilitate the property located at 309 Mills Avenue, 79901, in El Paso, Texas. The company will invest a minimum of \$2,400,000.00 to renovate the facility. The renovation will include the elements listed below and will be substantially similar, in design, to the rendering shown below.

List of Renovations:

- Address all damage caused by fire
- Convert the upper floors to a standard hotel
- Rehabilitate store front, doors and windows
- Repaint interior and outer public art
- Replace interior doors and all signage
- Brace basement foundation
- Repair, HVAC, plumbing, electrical
- Re-floor the building

Rendering:

Façade



Mural on Building Side



ATTACHMENT “B”

Replacement of Exhibit C Grant Submittal Package Form

EXHIBIT C

Grant Submittal Package Form

_____(the Applicant) believes that it has substantially met its obligations under the Chapter 380 Agreement executed on _____ (date). Pursuant to the Agreement, the Applicant submits this Grant Submittal Package Form in compliance with said Agreement and in anticipation of receiving the Grant in consideration for his obligations met under the Agreement.

As required by the Agreement, the following information is submitted.

1. Documentation (i.e. including; but not limited to, bank statements, invoices, copies of checks, receipts) evidencing proof of payment by Applicant of at least a minimum aggregate of **\$2,400,000** in Qualified Expenditures associated with the Development, as those terms are defined in the Agreement.
2. Copies of all required permits and approvals obtained by Applicant or on Applicant’s behalf for construction of improvements in the Development.
3. Property Tax Payment Receipt(s) of payment for tax year _____.

It is understood by the Applicant that the City of El Paso has up to 90 days to process this request and reserves the right to deny the Grant claim if the Applicant has failed to comply with the terms of the Agreement.

By the signature of the Applicant below, the Applicant hereby certifies that: (1) the copies of the receipts attached to this Grant Submittal Package Form represent Qualified Expenditures incurred in the improvements and new construction to the Development; (2) the Applicant has paid or caused to be paid the City’s local sales and use taxes associated with the Qualified Expenditures; and (3) that the copies of the receipts and copies of the permits attached herein are true and correct.

Signature: _____

ATTACHMENT “C”

Replacement of Exhibit D Property Tax Rebate Table

**EXHIBIT D
Property Tax Rebate Table**

Year	Rebate Percentage
Year 1	100%
Year 2	100%
Year 3	100%
Year 4	100%
Year 5	100%
Year 6	100%
Year 7	100%
Year 8	100%
Year 9	100%
Year 10	100%
Year 11	100%
Year 12	100%
Year 13	100%
Year 14	100%
Year 15	100%

March 14, 2023



Rehabilitation of Property at 309 E. Mills Ave. (De Soto)

Proposed First Amendment to a Chapter 380 Program Agreement
with 309 Mills, LLC

Goal 1. Cultivate an environment conducive to strong, sustainable economic development



309 E. Mills Avenue: Summary

Proposal is a strong example of the Communities of Excellence model at work:

- Through City, County and Downtown Management District participation, rehab of the building is possible
- Rehab generates around **\$1.9 million in net new revenue** to all taxing entities through incremental property and hotel occupancy tax revenue over the 15-year incentive period
- Establishes another hotel in the Downtown area that fills a gap in price points
- Enhances streetscape through ground floor restaurant space and sidewalk café
- Preserves a 100+ year-old building
- Small business assistance – aligns with 2022 Infill Policy



309 E. Mills Avenue:

Existing Project Summary

Applicant: 309 MILLS, LLC

Subject Property: 309 E. Mills Ave. (De Soto Hotel)

Real Improvement Cost: \$1,200,000

Completion Date: December 2022

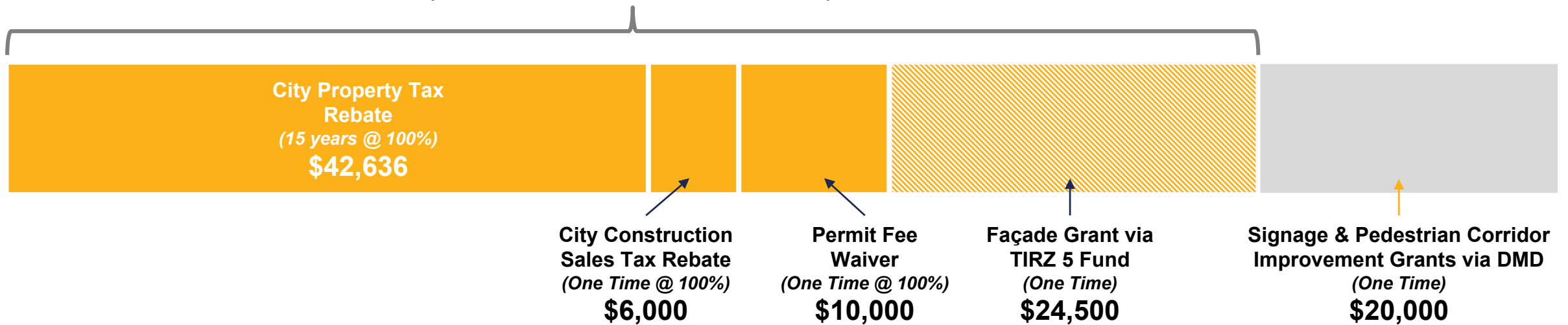
- Rehabilitate property, convert to **standard hotel** (34 rooms)
- Rehabilitate storefront, doors and windows
- Ability to accommodate ground floor restaurant
- Repaint interior and exterior
- Replace doors and signage
- Brace basement foundation
- Repair HVAC, plumbing, electrical
- Re-floor the whole building



309 E. Mills Avenue : Existing Incentive



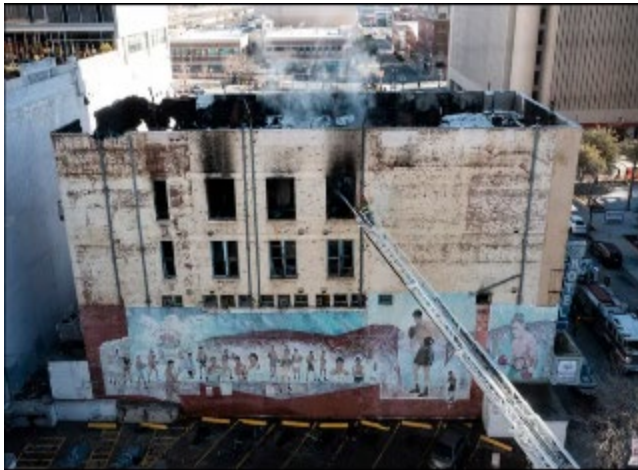
City Incentive* = \$83,136
(81% of Total Local Incentive)



**Total Local Incentive =
\$103,136**

*City Chapter 380 capped at \$58,636 (does not include Façade Grant which is executed via separate agreement with the Downtown Management District)

309 E. Mills Avenue: Current Conditions



Facing East



Facing North



Facing West

309 E. Mills Avenue: Proposed Amendment

Increase Minimum Investment to \$2,400,000

- Renovate property as originally proposed
- Address all fire damage

Other Property Owner Obligations:

- Hotel use required through agreement term
- Complete by February 2024
- Paint New Mural on west wall
- May not contest appraised value below \$1.2 million

City + County Obligations:

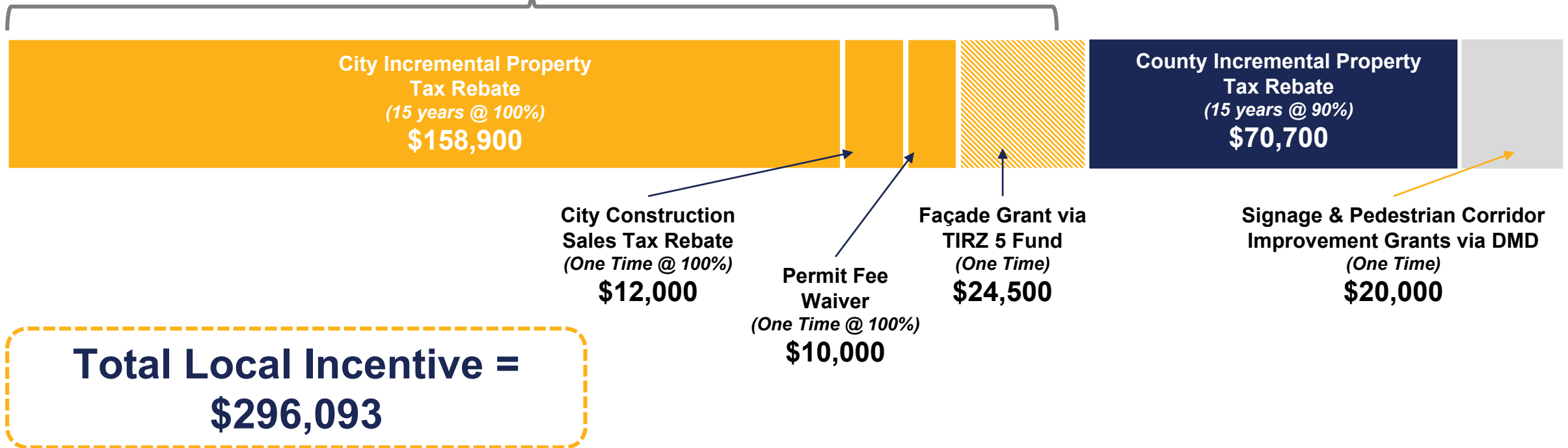
- Set base value at land value (or \$209k)
- **Incremental** property tax rebate over 15 years





309 E. Mills Avenue : Proposed Local Incentive

City Incentive* = \$205,400
(69% of Total Local Incentive)



*City Chapter 380 capped at \$180,900 (does not include Façade Grant which is executed via separate agreement with the Downtown Management District)

309 E. Mills Avenue : Economic Impact

Job Creation

- Infill Program does not require jobs metrics, but we would anticipate FTES
 - Construction jobs (temporary)
 - Hotel and restaurant operations

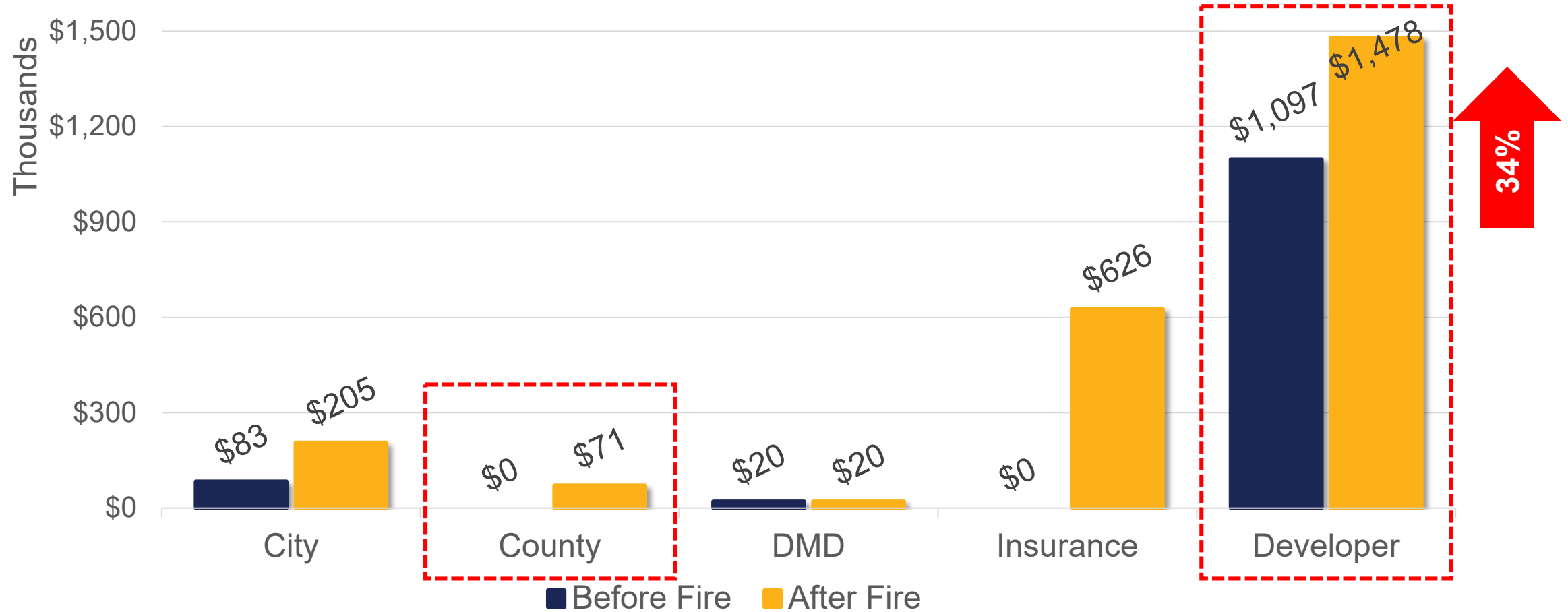
Direct Economic Impact

- **\$1.9M** in tax revenue to all taxing entities
 - Including **\$1M+** directly to the City via Hotel Occupancy Tax (HOT)

Indirect Economic Impact

- Estimated **\$4M** in spin-off sales and use tax revenue

309 E. Mills Avenue : Project Cost Comparison (\$k)



309 E. Mills Avenue: Net New Revenue Over 15-Year Incentive Period*



Total Community Tax Benefit = \$1,891,349**

*Models **new** property and hotel occupancy tax revenue only; new sales tax revenue from the restaurant is not modeled, nor is existing property tax revenue.

**Assumes property is appraised at \$1.2 million or the minimum contractual value below which property owner cannot protest.

Requested Action: 309 E Mills Avenue

APPROVAL of the First Amendment to the Chapter 380 Program (Infill) Agreement with 309 Mills LLC





Mission

Deliver exceptional services to support a high quality of life and place for our community



Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government



Values

Integrity, Respect, Excellence, Accountability, People



Legislation Text

File #: 23-335, Version: 2

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Police, Assistant Chief Humberto Talamantes, (915) 212-4309

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

That the El Paso City Council authorizes the submission of a grant application to the Office of the Governor of the State of Texas, Homeland Security Grant Division, grant application number 2998209 for the City of El Paso Police Department project identified as "Local Border Security Program" to provide financial assistance to the City of El Paso. Requesting \$511,869.98. No cash match is required. The grant period will be from September 1, 2023 - August 31, 2024.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT: Police

AGENDA DATE: March 14, 2023

PUBLIC HEARING DATE:

CONTACT PERSON NAME AND PHONE NUMBER: Assistant Chief Humberto Talamantes, (915) 212-4309

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: NO. 2: Set the Standard for a Safe and Secure City

SUBGOAL: 2.1 Maintain standing as one of the nation's top safest cities

SUBJECT:

That the El Paso City Council authorizes the submission of a grant application to the Office of the Governor of the State of Texas, Homeland Security Grant Division, grant application number 2998209 for the City of El Paso Police Department project identified as "Local Border Security Program" to provide financial assistance to the City of El Paso. Requesting \$511,869.98. No cash match is required. The grant period will be from September 1, 2023 – August 31, 2024.

BACKGROUND / DISCUSSION:

The El Paso Police Department has received the Local Border Security grant since FY 2012. The grant funds will be utilized on city-wide proactive enhanced patrol operations. Grant funds will be used to fund personnel overtime for peace officers; overtime is according to local overtime policy.

PRIOR COUNCIL ACTION:

The application for LBSP FY 23 was approved by City Council on March 1, 2022. The grant application for LBSP FY22 was approved by City Council on March 2, 2021. The grant application for FY21 was approved by City Council on March 3, 2020. The grant application for FY20 was approved by City Council on March 19, 2019.

AMOUNT AND SOURCE OF FUNDING:

N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



RESOLUTION

WHEREAS, the City of El Paso (the “City”) is eligible to apply for grants through the Homeland Security Grant Division of the Office of the Governor of the State of Texas (“HSGD”); and

WHEREAS, the El Paso City Council seeks to receive grant funding through the HSGD grant/application number 2998209 for the El Paso Police Department project identified as “Local Border Security Program”; and

WHEREAS, the El Paso City Council designates the City Manager or his designee as the City’s authorized official.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. **THAT**, the El Paso City Council authorizes the grant application submission to the Office of the Governor of the State of Texas, Homeland Security Grant Division, grant application number 2998209, for the City of El Paso Police Department project identified as “Local Border Security Program” to provide financial assistance to the City of El Paso.
2. **THAT**, the City of El Paso shall provide all applicable matching funds for said grant, if applicable.
3. **THAT**, the City Manager or designee is authorized to apply for, accept, reject, alter, and/or terminate said grant.
4. **THAT**, the City Council agrees that in the event of loss or misuse of said grant funds, the City of El Paso will return all funds for said grant to the State of Texas Office of the Governor, Homeland Security Grant Division.
5. **BE IT FURTHER RESOLVED THAT**, the City Manager or designee is authorized to sign any related paperwork, including but not limited to, the actual grant contract, the authorization of budget transfers, and/or revisions to the operation plan, as well as any grant amendments, corrections or extensions of the grant agreement which increase, decrease or de-obligate program funds, provided that no additional City funds are required.

ADOPTED this ____ day of _____, 2023.

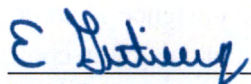
CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

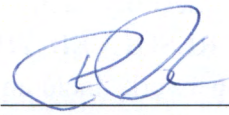
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Eric Gutierrez
Assistant City Attorney

APPROVED AS TO CONTENT:



Peter Pacillas
Interim Chief of Police

[Print This Page](#)

Agency Name: El Paso, City of
Grant/App: 2998209 **Start Date:** 9/1/2023 **End Date:** 8/31/2024

Project Title: Local Border Security Program
Status: Application Pending Submission

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460007499009

Application Eligibility Certify:

Created on: 1/25/2023 3:44:51 PM By: Laura Carpio

Profile Information

Applicant Agency Name: El Paso, City of
Project Title: Local Border Security Program
Division or Unit to Administer the Project: El Paso Police Department
Address Line 1: 911 N Raynor
Address Line 2:
City/State/Zip: El Paso Texas 79901-1402
Start Date: 9/1/2023
End Date: 8/31/2024

Regional Council of Governments(COG) within the Project's Impact Area: Rio Grande Council of Governments

Headquarter County: El Paso

Counties within Project's Impact Area: El Paso

Grant Officials:

Authorized Official

Name: Elda Hefner
Email: rodriguez-hefnere@elpasotexas.gov
Address 1: 300 N. Campbell
Address 1:
City: El Paso, Texas 79901
Phone: 915-212-1795 Other Phone: 915-212-1162
Fax:
Title: Ms.
Salutation: Ms.
Position: Grants Administrator

Financial Official

Name: Margarita Munoz
Email: munozmm@elpasotexas.gov
Address 1: 300 N. Campbell st
Address 1:
City: City of El Paso, Texas 79901
Phone: 915-212-1174 Other Phone:
Fax:
Title: Ms.
Salutation: Ms.
Position: Comptroller

Project Director

Name: Ricardo Porras
Email: 1800@elpasotexas.gov
Address 1: 9600 Dyer St.

Address 1:**City:** El Paso, Texas 79924**Phone:** 915-212-4400 Other Phone: 915-212-0310**Fax:** 915-212-0310**Title:** Mr.**Salutation:** Lieutenant**Position:** Project Director**Grant Writer****Name:** Laura Carpio**Email:** c1923@elpasotexas.gov**Address 1:** 911 N. Raynor**Address 1:****City:** El Paso, Texas 79903**Phone:** 915-212-4277 Other Phone:**Fax:****Title:** Ms.**Salutation:** Ms.**Position:** Senior Grant Planner**Grant Vendor Information****Organization Type:** Unit of Local Government (City, Town, or Village)**Organization Option:** applying to provide homeland security services**Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID):** 17460007499009**Unique Entity Identifier (UEI):** KLZGKXNFVTL4**Narrative Information****Introduction**

The purpose of the program is to sustain interagency law enforcement operations and enhance local law enforcement patrols to facilitate directed actions to deter and interdict criminal activity. Program participants shall assist in the execution of coordinated border security operations in an effort to:

- Increase the effectiveness and impact of Steady State and Surge Operations.
- Reduce border-related criminal activity in Texas.
- Implement and increase the effectiveness of operational methods, measures, and techniques for outbound/southbound operations.
- Decrease the supply of drugs smuggled into and through Texas from Mexico.
- Disrupt and deter operations of gang and cartel criminal organizations.
- Decrease specifically targeted tactics (such as conveyance methods) for drugs in the Texas border region.
- Decrease use of specific areas for crime as targeted in directed action missions.
- Increase the effectiveness of air operations mission planning and prioritization.
- Increase the coordination and integration of air-ground team operations to include Texas Military Forces (TMF) aviation, United States Customs and Border Patrol (USCBP) Air and Marine, Texas Department of Public Safety (DPS) Aircraft Division, and United States Coast Guard (USCG) aviation support.
- Increase the effectiveness of directed action missions based upon intelligence and analysis to ensure they target the most serious threats and are conducted in high pay off areas.
- Increase the number and quality of analytical intelligence products developed at the Unified Command and state levels. Increase intelligence based operations at the Unified Command level through integration of TxMap, sector specific information, and intelligence analysis.
- Aid in the humane retrieval and processing of the remains of undocumented migrants.

The funding announcement, located on the [eGrants Calendar](#) page, describes the organization types, activities, and costs that are eligible under the announcement. The PSO's [eGrants User Guide to Creating an Application](#) guides applicants through the process of creating and submitting an application in eGrants. Information and guidance related to the management and use of grant funds can be found in the PSO's Guide to Grants, located on the [PSO Resource for Applicants and Grantees webpage](#).

Program Requirements

Coordination with Regional Joint Operations Intelligence Center (JOIC)Grantees must agree to perform the following activities:

- Participate in operational planning and coordination meetings, information/intelligence sharing meetings, and After Action Reviews (AARs) established by the Texas Department of Public Safety's (DPS) Joint Operations and Intelligence Centers (JOIC).
- Participate weekly on the JOIC Unified Command conference calls or meetings as required by the JOIC.
- Report significant border-related events that occur during each 24-hour period.
- Conduct enhanced law enforcement patrolling activities.
- Recognize and react to information/intelligence to adjust times and locations of enhanced patrol activities.
- Identify significant border-related trends or areas of interest that may be developed into focus areas for future operations.
- Conduct surveillance, interdictions, investigations, and collect and disseminate information within its jurisdiction or cross-jurisdiction lines as required.
- Conduct Steady State operations and respond to calls for service.
- Integrate air, ground, marine, and remote operations.

Grantees must agree to submit BIAR reports to the JOIC:

The grantee shall report all border-related events to the JOIC using the BIAR. BIAR reporting shall include events that occur during Enhanced Operation activities AND events that occur during Steady State activities.

Enhanced (Surge) Operations originate out of the use of LBSP funds when the local agency chooses to increase the hours of patrol or the number of investigative bodies. Steady State activities are defined as normal patrol or investigative duties that do not use grant funds, but directly impact the overall LBSP mission, such as organized crime arrests, terroristic activities, weapons trafficking arrests, kidnappings, human trafficking, human smuggling, home invasions with a border or organized crime nexus, illegal immigration, border-related murders, gang-related murders, vehicle thefts, or drug trafficking.

The BIAR is the primary incident and information-reporting tool for the grantee in local border security operations. The grantee shall ensure all BIARs conform to the respective standards outlined by the JOIC and are submitted within 24 hours of the end of shift and/or the timeframes established by the JOIC.

Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

Cybersecurity Training Requirement

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the Cybersecurity Training Certification for State and Local Governments. A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources Statewide Cybersecurity Awareness Training page.

Criminal History Reporting

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Program Income

Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Compliance with State and Federal Laws, Programs and Procedures

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2023 or the end of the grant period, whichever is later.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content and requirements.

Project Summary :

Briefly summarize the project, including proposed activities and intended impact.

The El Paso Police Department will identify and target areas of criminal activity in support of the Local Border Security Program. Officers will target criminal activity involving money, weapons, ammunition, automobile crimes, gangs, narcotics, and wanted subjects. Enhanced operations will include, but are not limited to directed patrol, surveillance, gang & fugitive roundups, counter auto theft measures and/or Joint Task Force Operations with local and federal agencies. The collaborative effort will assist in the suppression of criminal activities and reduce crime along the border region area.

Problem Statement :

Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.

El Paso, Texas is directly across the Mexican border of Ciudad (Cd.) Juarez, Chihuahua, Mexico, which has a population of over 1.5 million inhabitants. The El Paso-Ciudad Juarez community is the largest metropolitan area on the border between the United States and Mexico. The metropolitan area has a combined population of approximately 2.4 million inhabitants (Source: U.S. Census Bureau and State of Chihuahua CIES). The large amount of inhabitants affords criminal organizations an exclusive opportunity to illegally profit from criminal activities along the Texas border region of El Paso-Ciudad Juarez. The ongoing territorial drug war between Mexican rival cartels within the large metropolitan area of Ciudad Juarez indicates continued violence. The El Paso Police Department's estimate of the Ciudad Juarez murder count as of January 20, 2023, based on open source information, is approximately 57 murders for the year. The murder count for 2022 ended with 1056 murders, based on open source information. Drug Trafficking Organization's (DTO's), which are often composed of a combination of the Mexican cartels and Transnational Criminal Gangs are very organized and continue to build their criminal enterprises. The current number of homicides in Ciudad Juarez shows a consistent rate of violence over the past five years. The ongoing violence created by Drug Trafficking Organization's in Ciudad Juarez continues to pose an immediate threat of a spillover into the City and County of El Paso, Texas. The existence of the Drug Trafficking Organizations affords these organization's the opportunity to obtain illegal proceeds from their criminal activities, and are attributed to illegal drug trafficking, human trafficking, auto thefts, and the illegal exportation of currency and weapons into Mexico from El Paso, Texas. Enhanced operations by the El Paso Police Department are essential to combat and deter the criminal activities attributed to Drug Trafficking Organization's operating within the El Paso-Ciudad Juarez border region.

Existing Capability Levels :

Describe the existing capability levels, including resources that are currently in place to support this project prior

to the use of grant funds.

Currently, the FY2023 Local Border Security Program Grant funds police personnel on an overtime basis to target criminal activities involving money, weapons, ammunition, automobile crimes, gangs, narcotics, wanted subjects and other criminal activities along the El Paso, Texas border region. Enhanced operations include, but are not limited to directed patrol, surveillance, gang/fugitive roundups, counter auto theft measures and/or Joint Task Force Operations with other Local & Federal Agencies, in the suppression of criminal activities to enhance border security. Operational times and personnel working each assignment are conditional upon availability of staffing and grant funding.

Capability Gaps:

Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR).

The El Paso Police Department's current staffing does not allow for sustained Local Border Security Program Operations within the border region area and this creates a capability gap. The Local Border Security Program has allowed the department to narrow the capability gap and take a proactive approach to address criminal activities that are often related to the existence of criminal organizations of Mexican Cartels and Transnational Criminal Tier-1 and Tier-2 Gangs that operate on both sides of the El Paso-Ciudad Juarez border.

Impact Statement :

Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps. The project goal is to maintain enhanced operations that specifically target criminal activities in support of the Local Border Security Program. Operations will continue to address the criminal enterprises of Mexican Cartels and Transnational Criminal Gangs that pose harm to the local population of Texans and visitors of El Paso, Texas. It will also continue to enhance Local Border Security Program Operations and reduce crime along the border region area.

Homeland Security Priority Actions:

Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. *1.2.3 Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises.*)

1.2.1 Conduct and support integrated multi-agency, multi-jurisdictional investigations to disrupt and dismantle domestic and transnational drug trafficking organizations operating in Texas.

Target Group :

Identify the target group and population expected to benefit from this project.

Local, State, and Federal Law Enforcement Agencies, to include the population of citizens that reside within the City and County of El Paso, Texas.

Long-Term Approach:

Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable.

Without the continued support of the Local Border Security Program (LBSP) grant funding, the El Paso Police Department will not be able to sustain long-term enhanced operations of targeting criminal organizations that operate within the Texas border region. The proactive approach that is currently supported by LBSP grant funding, will then turn into a reactive approach, and will place all Texans at risk, because of the vulnerabilities associated with the lack of funding.

Project Activities Information

Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Enhanced Patrol	100.00	El Paso Police Officers will identify and target areas of criminal activities in support of the Local Border Security Program. Officers will target criminal activity involving money, weapons, ammunition, automobile crimes, gangs, narcotics, wanted subjects and other activities related to crime. Enhanced operations will include but not limited to directed patrol, surveillance, gang/fugitive roundups,

	counter auto theft measures and/or Joint Task Force Operations with other Local & Federal agencies. All in conjunction with the suppression of criminal activities.
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Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of gang members arrested for felony offenses.	2
Number of miles patrolled by grant-funded officers.	21000
Number of reports submitted - BIARs to a Regional DPS-JOIC (for LBSP) or DARs to US Border Patrol (for OPSG).	4500
Number of traffic stops conducted by grant-funded officers supporting the border initiative.	350
Number of weapons seized by grant-funded officers supporting the border initiative.	1

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
Number of adult apprehensions (transferred to USBP custody) made by grant-funded peace officers	1
Number of arrests (felony) made by grant-funded officers supporting the border initiative.	25
Number of arrests (misdemeanor) made by grant-funded officers supporting the border initiative.	20
Number of minor apprehensions (transferred to USBP custody) made by grant-funded peace officers	1
Value of all forfeitures (cash and other assets) attributed to grant-funded officers supporting the border initiative.	0

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
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Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
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Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by clicking on the **Upload Files** tab and following the instructions on *Uploading eGrants Files*.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

☐ Yes

☒ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds 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 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?

Select the appropriate response:

- ☐ Yes
☒ No
☐ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds 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 in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:

- ☐ Yes
☒ No
☐ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

9/1/2023

Enter the End Date [mm/dd/yyyy]:

8/31/2024

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

0

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

0

Single Audit

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

Select the appropriate response:

- ☒ Yes
☐ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

8/31/2021

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application 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 public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

☒ I Certify

☐ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Fiscal Capability Information

Section 1: Organizational Information

*** FOR PROFIT CORPORATIONS ONLY ***

Enter the following values in order to submit the application

Enter the Year in which the Corporation was Founded: 0

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900

Enter the Employer Identification Number Assigned by the IRS: 0

Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:

☐ Yes

☐ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

☐ Yes

☐ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

- ☐ Yes
☐ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

- ☐ Yes
☐ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- ☐ Yes
☐ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

- ☐ Yes
☐ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts. Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

- ☐ Yes
☐ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

- ☐ Yes
☐ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

☐ Yes
☐ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

☐ Yes
☐ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Overtime for All Peace Officers	Enhanced Patrol - Overtime according to local OT policy - an estimate of 6600 hours at an average OT rate of \$69.11/hr. With fringe benefits, the approximate cost is \$511869.98	\$511,869.98	\$0.00	\$0.00	\$0.00	\$511,869.98	100

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
-------------	------------	--------

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Personnel	\$511,869.98	\$0.00	\$0.00	\$0.00	\$511,869.98

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$511,869.98	\$0.00	\$0.00	\$0.00	\$511,869.98

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
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You are logged in as **User Name:** LauraCarpio



Legislation Text

File #: 23-336, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Police, Interim Chief Peter Pacillas, (915) 212-4308

Police, Exec. Assistant Chief Victor Zarur, (915) 212-4307

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

That the El Paso City Council authorizes the submission of a grant application to the Office of the Governor of the State of Texas, Homeland Security Grant Division, grant application number 3060708 for the City of El Paso Police Department project identified as "West Texas Anti-Gang Center" to provide financial assistance to the City of El Paso. Requesting \$4,613,209.85. No cash match is required. The grant period will be from September 1, 2023 - August 31, 2024.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT: Police

AGENDA DATE: March 14 2023

PUBLIC HEARING DATE:

CONTACT PERSON NAME AND PHONE NUMBER: Interim Chief of Police Peter Pacillas (915)212-4308
Exec Assistant Chief Victor Zarur, (915)212-4307

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: NO. 2: Set the Standard for a Safe and Secure City

SUBGOAL: 2.1 Maintain standing as one of the nation's top safest cities

SUBJECT:

That the El Paso City Council authorizes the submission of a grant application to the Office of the Governor of the State of Texas, Homeland Security Grant Division, grant application number 3060708 for the City of El Paso Police Department project identified as "West Texas Anti-Gang Center" to provide financial assistance to the City of El Paso. Requesting \$4,613,209.85. No cash match is required. The grant period will be from September 1, 2023 – August 31, 2024.

BACKGROUND / DISCUSSION:

Texas Anti-Gang (TAG) program provides inter-agency cooperation under a unified structure to combat gang violence through gang prevention, intervention, and suppression activities. Funds from this grant are budgeted for TAG Center building lease costs, data services, equipment, salary costs, office equipment, and office supplies. The Texas Anti-Gang Program has been awarded for the past five years, since FY2017.

PRIOR COUNCIL ACTION:

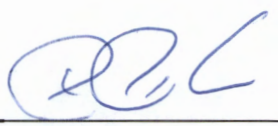
The grant application for FY23 was approved by City Council on April 26, 2022. The grant application for FY22 Texas Anti-Gang Program was approved by City Council on March 2, 2021. The grant application for FY21 was approved by City council on March 3, 2020.

AMOUNT AND SOURCE OF FUNDING:

N/A _____

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD: _____



RESOLUTION

WHEREAS, the City of El Paso (“City”) is eligible to apply for grants through the Homeland Security Grant Division of the Office of the Governor of the State of Texas (“HSGD”); and

WHEREAS, the El Paso City Council seeks to receive grant funding through the HSGD grant/application number 3060708 for the El Paso Police Department project identified as “West Texas Anti-Gang Center”; and

WHEREAS, the El Paso City Council designates the City Manager or his designee as the City’s authorized official.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. **THAT**, the El Paso City Council authorizes the grant application submission to the Office of the Governor of the State of Texas, Homeland Security Grant Division, grant application number 3060708, for the City of El Paso Police Department project identified as “Texas Anti-Gang Center” to provide financial assistance to the City of El Paso.
2. **THAT**, the City of El Paso shall provide all applicable matching funds for said grant, if applicable.
3. **THAT**, the City Manager or designee is authorized to apply for, accept, reject, alter, and/or terminate said grant.
4. **THAT**, the City Council agrees that in the event of loss or misuse of said grant funds, the City of El Paso will return all funds for said grant to the State of Texas Office of the Governor, Homeland Security Grant Division.
5. **BE IT FURTHER RESOLVED THAT**, the City Manager or designee is authorized to sign any related paperwork, including but not limited to, the actual grant contract, the authorization of budget transfers, and/or revisions to the operation plan, as well as any grant amendments, corrections or extensions of the grant agreement which increase, decrease or de-obligate program funds, provided that no additional City funds are required.

(Signatures on the following page)

APPROVED this ____ day of _____ 2023.

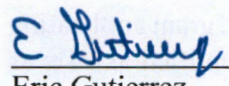
CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

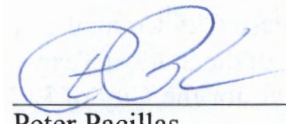
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Eric Gutierrez
Assistant City Attorney

APPROVED AS TO CONTENT:



Peter Pacillas
Interim Chief of Police

[Print This Page](#)

Agency Name: El Paso, City of
Grant/App: 3060708 **Start Date:** 9/1/2023 **End Date:** 8/31/2024

Project Title: West Texas Anti-Gang Center
Status: Application Pending Submission

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460007499009

Application Eligibility Certify:

Created on:1/25/2023 3:39:13 PM By:Laura Carpio

Profile Information

Applicant Agency Name: El Paso, City of
Project Title: West Texas Anti-Gang Center
Division or Unit to Administer the Project: El Paso Police Department
Address Line 1: 911 N Raynor
Address Line 2:
City/State/Zip: El Paso Texas 79903-1402
Start Date: 9/1/2023
End Date: 8/31/2024

Regional Council of Governments(COG) within the Project's Impact Area: Rio Grande Council of Governments
Headquarter County: El Paso
Counties within Project's Impact Area: El Paso

Grant Officials:

Authorized Official

Name: Elda Hefner
Email: rodriguez-hefnere@elpasotexas.gov
Address 1: 300 N. Campbell
Address 1:
City: El Paso, Texas 79901
Phone: 915-212-1795 Other Phone: 915-212-1162
Fax:
Title: Ms.
Salutation: Ms.
Position: Grants Administrator

Financial Official

Name: Margarita Munoz
Email: munozmm@elpasotexas.gov
Address 1: 300 N. Campbell st
Address 1:
City: City of El Paso, Texas 79901
Phone: 915-212-1174 Other Phone:
Fax:
Title: Ms.
Salutation: Ms.
Position: Comptroller

Project Director

Name: Reginald Moton
Email: 1349@elpasotexas.gov
Address 1: 911 N. Raynor St.
Address 1:
City: El Paso, Texas 79903
Phone: 915-212-4147 Other Phone: 915-539-3244
Fax:
Title: Mr.

Salutation: Commander

Position: Organized Crime Division Commander

Grant Writer

Name: Laura Carpio

Email: c1923@elpasotexas.gov

Address 1: 911 N. Raynor

Address 1:

City: El Paso, Texas 79903

Phone: 915-212-4277 Other Phone:

Fax:

Title: Ms.

Salutation: Ms.

Position: Senior Grant Planner

Grant Vendor Information

Organization Type: Unit of Local Government (City, Town, or Village)

Organization Option: applying to provide homeland security services

Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460007499009

Unique Entity Identifier (UEI): KLZGKXNFVTL4

Narrative Information

Introduction

The purpose of the Texas Anti-Gang (TAG) Program is to support pre-selected projects that use regional, multidisciplinary approaches to combat gang violence through the coordination of gang prevention, intervention, and suppression activities.

The funding announcement, located on the [eGrants Calendar](#) page, describes the organization types, activities, and costs that are eligible under the announcement. The PSO's [eGrants User Guide to Creating an Application](#) guides applicants through the process of creating and submitting an application in eGrants. Information and guidance related to the management and use of grant funds can be found in the PSO's Guide to Grants, located on the [PSO Resource for Applicants and Grantees webpage](#).

Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

Constitutional Compliance

Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

Information Systems

Applicant assures that any new criminal justice information systems will comply with data sharing standards for the Global Justice XML Data Model and the National Information Exchange Model.

TXGANG Criminal Gang Database Reporting

Applicant assures that it is compliant with TXGANG reporting requirements related to criminal combinations and criminal street gang activity, as required by Sec. 61.02, Code of Criminal Procedures.

Cybersecurity Training Requirement

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the Cybersecurity Training Certification for State and Local Governments. A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources Statewide Cybersecurity Awareness Training page.

Criminal History Reporting

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit [DPS's Sexual Assault Evidence Tracking Program website](#) for more information or to set up an account to begin participating.

SAFECOM

All entities using grant funding to support emergency communications activities are required to comply with the SAFECOM Guidance on Emergency Communications Grants ([SAFECOM Guidance](#)). The SAFECOM Guidance provides current information on emergency communications policies, eligible costs, best practices, and technical standards for grant recipients investing in emergency communications projects. It is also designed to promote and align with the National Emergency Communications Plan (NECP). Conformance with the SAFECOM Guidance helps ensure that grant-funded activities are compatible, interoperable, resilient, and support national goals and objectives for improving emergency communications.

Compliance with State and Federal Laws, Programs and Procedures

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2023 or the end of the grant period, whichever is later.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content & requirements.

Project Summary :

Briefly summarize the project, including proposed activities and intended impact.

The El Paso Police Department (EPPD) seeks grant funding for continued support of the West Texas Anti-Gang Center (TAG). The TAG is centrally located in the city of El Paso and is equipped with technology that supports law enforcement officers in their investigations of criminal gang related crimes. The TAG Center enables participating law enforcement agencies to efficiently and effectively collaborate on intelligence, investigations, and operational activities related to combating gangs and other criminal organizations operating in or affecting the region. El Paso County's proximity to Mexico and bordering states makes it a key location for organized crime to conduct operations. According to the United States Census Bureau (2022), El Paso County is approximately 1,013 square miles with a population of 974,000. The City of El Paso, with an estimated population of 687,722, is the largest of seven incorporated communities in the County of El Paso and the sixth largest city in Texas. El Paso County's numerous international ports of entry, airports, interstate rail, and highway infrastructure make the area a hub of transportation and global trade, and a key operational stronghold for criminal organizations when it comes to the importation and distribution of drugs and contraband as well as human trafficking. El Paso-Las Cruces-Juarez make up the largest border city in the world. El Paso is also the home of the U.S. Army Fort Bliss, consisting of 1875 square miles, with a population during FY-2022 of more than 90,000 service members and their families. DPS has identified El Paso as having the largest number of gang members in the West Region, which includes the El Paso/ Las Cruces area, Odessa, Midland and San Angelo with a combined Metropolitan Statistical Area population of 1.5 million. The most current DPS Gang Threat Assessment reassures us that there continues to be street gangs, prison gangs, and outlaw motorcycle gangs in the El Paso area. Participating agencies at the TAG will work jointly to make the community safer from the violent threat posed by gangs and other violent criminal organizations. Due to the increased gang activity TAG's personnel is growing as is the need to expand into an existing second floor and addition to the northside of the facility has been planned.

Problem Statement :

Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.

The diverse nature of organized crime in the El Paso metropolitan and borderplex area includes local street gangs, outlaw motorcycle organizations (OMO), drug trafficking, and transnational criminal organizations (TCO). These groups exploit the proximity of the border, the numerous ports of entry, railways, the interstate highway system, and bordering states to further their efforts in extortion, the trafficking of drugs, contraband, weapons, and humans, and a variety of other crimes, all of which pose a serious threat to the community. According to the EPPD Gang Unit, as of December 2022, the most prominent and active criminal organizations and gangs are Moon City Locos, Gangster Disciples, Chuco Tango, Sureños, and Barrio Azteca. Intelligence from El Paso area law enforcement reported that the Mongols and Pagans remain the most active outlaw motorcycle gangs and the offenses are usually assault related or weapons possession. Intelligence indicates that the Pagans OMO have formed a Southwest chapter in El Paso, TX. Drug trafficking organizations and transnational criminal organizations are also active in the El Paso region. HSI and DEA agree that during FY-2022 notorious criminal groups identified as operating are the Sinaloa Cartel, La Linea (Juarez

Cartel), Jalisco New Generation Cartel (CJNG), and La Nueva Empresa. These organizations affiliate with local criminal gangs in virtually every type of criminal activity. They are involved in human trafficking, drug trafficking, extortion, home invasion, metal and heavy equipment theft, major fraud, money laundering, bulk cash smuggling, kidnapping, and murder for hire. Just as drugs and humans are being smuggled into the country; currency, stolen property and weapons are being smuggled into Mexico for the cartels. El Paso area gangs have also taken part in murder, kidnapping, money laundering, fraud, organized retail thefts, home invasions, robberies, burglaries, prostitution of adults/minors, illegal gambling operations, and drug dealing. Transnational criminal organization work hand in hand with local gangs using better intelligence, advanced technology, and stronger organizational practices in the pursuit of furthering their profits. In 2022, El Paso became the epicenter of the migrant crisis along the U.S.-Texas-Mexico border with 2.4 million migrant encounters. The TAG has been assisting in identifying gang affiliated migrants. One gang that has been identified through migrant encounters is Tren De Aragua out of Venezuela and is equivalent to the MS-13 in scope of violence and criminal activity.

Existing Capability Levels :

Describe the existing capability levels, including resources that are currently in place to support this project prior to the use of grant funds.

The existing capabilities are: EPPD gang unit; Alcohol, Tobacco, Firearms, and Explosives; FBI Safe Streets Violent Gang Task Force; DPS, gang units and human trafficking unit and intelligence unit; HSI/DEA West Texas Anti-Gang Task Force; El Paso County Sheriff's Office and other local, state, and federal law enforcement agencies, along with the 34th Judicial District Attorney's and the U.S. Attorney's Office Western District of Texas have individually addressed criminal gang, OMO, and TCO activity in the greater El Paso area, but not with a unified coordinated law enforcement effort, until the funding provided by the Office of the Governor for the TAG Center. Funding from this grant will allow for the continued operation of the TAG center as described in other sections of this proposal. TAG utilizes a CJIS compliant intelligence and information platform known as SMARTFORCE in the furtherance of collaborating and sharing information on multi-agency/multi-jurisdictional gang investigations. In addition, TAG maintains a website that allows the community to provide real-time tips regarding gang activity in the region. The TAG will continue to collaborate with the Texas Gang Investigators Association (TGIA) to co-host gang related training in the region. The TAG will provide a facility in the El Paso area for law enforcement agencies to conduct meetings and as a location for training. The TAG will continue the established relationship with the Texas Violent Gang Task Force (TVGTF) by promoting interagency collaboration with the common goals of prevention, intervention, suppression, and prosecution of criminal gang activity. The TAG will continue to foster a relationship with agencies in the region to assist with deterring teenagers and young adults from joining gangs and criminal organizations and will work with those agencies tasked with monitoring criminal juvenile activity, such as the El Paso County Juvenile Probation Department. Through alliances with the Texas Alcohol Beverage Control (TABC) and the El Paso County Attorney's Office, the TAG will make efforts to have businesses that support criminal gang activity have their licenses suspended and civil fines imposed. Working with law enforcement counterparts with the US Army, participants at the TAG will seek to utilize the military's Uniformed Code of Military Justice as another tool to combat criminal gang activity influencing the region. The TAG will continue to work with the West Texas HIDTA to foster the sharing of gang related intelligence. An Executive Board composed of executive staff from the constituent law enforcement agencies will manage the overall operations of the TAG. The TAG Administrator will administer the TAG facility, facility operations, and collaborative efforts. Individual constituent and participating agency supervisors will direct investigations and enforcement operations.

Capability Gaps:

Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR).

Due to the steady gang activity in the region, personnel and operational needs have increased. According to the EPPD gang unit the most prominent and active criminal organizations and gangs active in the greater El Paso include the Moon City Locos, Gangster Disciples, Chuco Tango, Sureños, and Barrio Azteca. Area law enforcement agree OMOs are also active in the area conducting various crimes. During 2020-2021 DEA and HSI concur TCOs operating in the El Paso region are Sinaloa Cartel, La Linea Cartel, Jalisco New Generation Cartel (CJNG), La Nueva Empresa, and Mexicles. Intelligence supports the belief that TCO gang members operating in El Paso, Tx coordinate the transportation of undocumented immigrants from Mexico to the United States. Intelligence provides that drugs are smuggled at the same time with the undocumented immigrants. It is suspected that this tactic is used to exploit immigrants entering the U.S. from Mexico. The goal of the TAG is to enhance law enforcement operations targeted at violent criminal gangs and other gang related criminal organizations and facilitators by co-locating representatives from federal, state, and local law enforcement agencies in a single dedicated facility. Serves as a resource to area law enforcement agencies to address current and emerging gang issues across the West Texas area. TAG strategic goals include fighting violent criminal gangs with a focus on preliminary on-scene and long-term investigations, suppression, and accurate and timely intelligence, increased interagency cooperation/collaboration, the inter-connection of law enforcement agencies at a regional and statewide level in order to become a "force-multiplier", rapid deployment of personnel and resources, use effective tactics and best practices that are flexible and adaptable to violent crime trends, follow-up and assess, and prevention through community outreach. The TAG is centrally located in a 20,000 square foot building equipped with advanced technology. Co-locating participating agencies will ensure agencies have access to information on a timely manner, create force multipliers, and concentrate operations. This allows the participating law enforcement agencies to split their focus among multiple priorities on a routine basis, while permitting flexible surges during moments of crisis or operational need. The TAG will enable the participating law enforcement agencies to more efficiently cooperate and

collaborate on intelligence, investigations, and operational activities related to combating gangs and other criminal organizations operating in or affecting the region. The El Paso Police Department; Texas Department of Public Safety; El Paso County Sheriff's Office; Federal Bureau of Investigation; Alcohol, Tobacco, Firearms, and Explosives; 34th Judicial District Attorney's Office; Homeland Security Investigations; U.S. Attorney's Office Western District of Texas, and the Drug Enforcement Administration comprise the constituent agencies. Participating with the constituent agencies are local, state and federal law enforcement agencies. Participation of both law enforcement agencies and personnel continues to increase at the TAG.

Impact Statement :

Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps. The TAG will co-locate officers and investigators from federal, state and local law enforcement agencies to gather intelligence, analyze the intelligence, and in turn act accordingly and disseminate the information on timely manner to area law enforcement. The intelligence gathered by the participating agencies at the TAG will be utilized to tactically disrupt the on-going criminal activities of the gangs operating in the El Paso County and other areas of the region. The goal as stated above will have an objective to reduce and or eliminate criminal gang activity and violence associated with gangs in the region. To monitor the effectiveness of the TAG, data will be collected and reported as required by the Office the Governor (OOG) using indicator output measures: 1. Number of gang members arrested for felony offenses, 2. Number of gangs targeted, 3. Number of weapons seized, 4. Number of gang members arrested for misdemeanor offenses, and 5. The number of participating agencies at the TAG. The following outcome measures will be reported and required by the OOG-CID: 1. The number of gang member convictions.

Homeland Security Priority Actions:

Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. 1.2.3 Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises.)

1.2.2 Establish and enhance multi-agency anti-gang centers in regions throughout the state to integrate and enhance the efforts of law enforcement agencies to identify, deter, disrupt, and dismantle criminal organizations.

Target Group :

Identify the target group and population expected to benefit from this project.

The counties of El Paso, Hudspeth, Culberson, Reeves, Jeff Davis, Presidio, Brewster, Pecos, Terrell, Loving, Winkler, Ward, Ector, Crane, Midland, Upton, Glasscock, Reagan, Crockett, Sterling, Irion, Coke, Tom Green, Schleicher, Sutton, Concho, Menard, Kimble, McCulloch, Mason, Gaines, Andrews, Dawson, Martin, Borden, and Howard will be the TAG's target group.

Long-Term Approach:

Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable.

Without the continued funding from the Office of the Governor it would not be possible to maintain the TAG facility as it currently exists therefore rendering the West Texas TAG Center inoperable.

Project Activities Information

Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Gangs - Multijurisdictional	100.00	Provide inter-agency cooperation under a unified structure to combat gang violence through gang prevention, intervention, and suppression activities.

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of gang members arrested for felony offenses.	300
Number of gang members arrested for misdemeanor offenses.	40
Number of gangs targeted.	17
Number of participating agencies.	24
Number of weapons seized by officers supporting the TAG initiative.	100

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
Dollar value of cash forfeitures donated to the project.	0
Number of convictions.	120

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
-----------------------	--------------

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
------------------------	--------------

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

☒ Yes

☐ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

The West Texas Anti-Gang Center administrator in coordination with the El Paso Police Department will monitor and assure that all contracts are executed in compliance with all grant requirements. The TAG administrator will monitor and review the work and/or services performed under these grant funds

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds 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 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?

Select the appropriate response:

☐ Yes

☒ No

☐ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds 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 in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:

☐ Yes

☒ No

☐ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

9/1/2023

Enter the End Date [mm/dd/yyyy]:

8/31/2024

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

217632742

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

5107956

Single Audit

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

Select the appropriate response:

☒ Yes☐ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

8/31/2021

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application 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 public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

☒ I Certify☐ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Fiscal Capability Information**Section 1: Organizational Information**

*** FOR PROFIT CORPORATIONS ONLY ***

Enter the following values in order to submit the application

Enter the Year in which the Corporation was Founded: 0

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900

Enter the Employer Identification Number Assigned by the IRS: 0

Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:

- ☐ Yes
☐ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

- ☐ Yes
☐ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

- ☐ Yes
☐ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year. Has the grant agency undergone an independent audit?

Select the appropriate response:

- ☐ Yes
☐ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- ☐ Yes
☐ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

- ☐ Yes
☐ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts. Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

- ☐ Yes
☐ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

☐ Yes
☐ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

☐ Yes
☐ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

☐ Yes
☐ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Executive Director	TAG Administrator (K. Williamson) Approximate Salary of \$131,443.31 including fringe benefits of up to \$10,778.35 (Worker's Compensation, Unemployment, Life Insurance, Pension Plan, FICA, and Medicare). The total estimated compensation is \$142,221.66. The Administrator manages day-to-day operations for the TAG Center	\$142,221.66	\$0.00	\$0.00	\$0.00	\$142,221.66	100
Personnel	Analyst (e.g., crime, crime scene	Intel Crime Analyst (K. Cepeda)	\$77,802.32	\$0.00	\$0.00	\$0.00	\$77,802.32	100

	investigators, forensic, crime laboratory, etc.)	Approximate Salary of \$63,631.57 plus fringe benefits of \$14,170.75 (Worker's Compensation, Unemployment, Life Insurance, Pension Plan, FICA, and Medicare). The total estimated compensation is \$77,802.32. Analyst plans organizes and supervises the preparation and development of analytical data relevant to gang-related crime trends, patterns, and perpetrators for the TAG Center.						
Personnel	Analyst (e.g., crime, crime scene investigators, forensic, crime laboratory, etc.)	TAG Accountant (Pending) Approximate Salary of \$43,584.10 plus fringe benefits of \$9,706.18 (Worker's Compensation, Unemployment, Life Insurance, Pension Plan, FICA, and Medicare). For a total of \$53,290.28. Budget Analyst organizes and plans purchases including all required paperwork and follow-up for the TAG Center.	\$53,290.28	\$0.00	\$0.00	\$0.00	\$53,290.28	100
Personnel	Analyst (e.g., crime, crime scene investigators, forensic, crime	Program Coordinator (N. Macias) Approximate Salary of \$82,579.59 plus fringe benefits of	\$100,970.06	\$0.00	\$0.00	\$0.00	\$100,970.06	100

	laboratory, etc.)	\$18,390.47 (Worker's Compensation, Unemployment, Life Insurance, Pension Plan, FICA, and Medicare). The total estimated compensation is \$100,970.06. The program Coordinator plans to oversee and manage administrative and crime analysis functions of the TAG Center.						
Personnel	Overtime for All Peace Officers	Overtime Services and Fringe Benefits for the use of PD Gang Suppression Operations - 18 officers with an average cost of \$300,000.00 including 24.215% fringe benefits: an average cost of \$55.91 hr./ 5 hours/ 4 days per month / 12 months = \$241,516.73 plus \$58483.28 fringe benefits (Worker's Compensation, Unemployment, Life Insurance, Pension Plan, FICA and Medicare).	\$300,000.00	\$0.00	\$0.00	\$0.00	\$300,000.00	100
Contractual and Professional Services	Housekeeping, Custodial, Building, and Grounds-Related Services	Maintenance agreement for TAG Facility-Service for housekeeping, pest control, shredding, garbage disposal, installations and miscellaneous repairs for the premises for 12 months. Housekeeping \$5,220.00/mo,	\$92,249.00	\$0.00	\$0.00	\$0.00	\$92,249.00	0

		pest control \$300.00/mo, garbage disposal \$96.00/mo, shredding \$71.42/mon. Miscellaneous unforeseen installations \$10,000.00 and repairs \$14,000.00. Total of \$92,249.00						
Contractual and Professional Services	Installation of grant purchased equipment and technology	Extended Maint. Agreement for VoIP Desk phones \$4,000.00, ITD Service Agreement \$14,000.00, Cellebrite Maint. \$850.00. Raptor \$850.00	\$19,700.00	\$0.00	\$0.00	\$0.00	\$19,700.00	0
Contractual and Professional Services	Installation of grant purchased equipment and technology	Approximate repair of gym facilities to include flooring, painting and soundproofing	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	0
Contractual and Professional Services	Installation of grant purchased equipment and technology	Lease agreement services for copier for the TAG facilitiy, estimated costs \$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	0
Contractual and Professional Services	Security and Monitoring Services	Intrusion Security Alarm for the TAG building system 12 mon.	\$4,200.00	\$0.00	\$0.00	\$0.00	\$4,200.00	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	Estimated Conference Fees for 32 for the Texas Gang Investigators Association Annual (TGIA)Conference in San Antonio, June 2024. \$650 per person for a total of \$20,800.00	\$20,800.00	\$0.00	\$0.00	\$0.00	\$20,800.00	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	Estimated Travel costs for TGIA Conference in San Antonio June 2024 for 2 with a car rental - Hotel for 4nights at	\$6,040.00	\$0.00	\$0.00	\$0.00	\$6,040.00	0

		\$300.00/night = \$2,400.00, Round trip airfare at \$700ea = \$1,400.00, Car rental for \$800ea = \$1,600.00 and Per Diem for 5days at \$320.00/ea = \$640.00. Total costs is \$6,040.00.						
Travel and Training	In-State Registration Fees, Training, and/or Travel	Estimated Travel costs for TGIA Conference in San Antonio June 2024 for 30 - Hotel for 4nights at \$300.00/night = \$36,000.00, Round trip airfare at \$800ea = \$21,000.00, and Per Diem for 5days at \$320.00/ea = \$9,600.00. Total costs is \$66,600.00	\$66,600.00	\$0.00	\$0.00	\$0.00	\$66,600.00	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	Estimated Conference Fees for 32 for the International Outlaw Motorcycle Gang Investigators Association (IOMGIA) Conference, San Antonio April 2024. \$650 per person for a total of \$20,800.00	\$20,800.00	\$0.00	\$0.00	\$0.00	\$20,800.00	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	Estimated Travel costs for IOMGIA Annual Conference San Antonio, April 2024 for 2 with a car rental - Hotel for 4nights at \$300/night = \$2,400.00, Round trip airfare at \$700.00 = \$1,400.00, Car rental for \$800 = \$1,600.00 and Per Diem for 5days at	\$6,040.00	\$0.00	\$0.00	\$0.00	\$6,040.00	0

		\$320.00 = \$640.00. Total costs is \$6,040.00						
Travel and Training	In-State Registration Fees, Training, and/or Travel	Estimated Travel costs for IOMGIA Annual Conference San Antonio April 2024 for 30 - Hotel for 4 nights at \$300/night = \$36,000.00 Round trip airfare at \$700ea = \$21,000.00, and Per Diem for 5 days at \$320.00/ea = \$9,600.00. Total costs is \$66,600.00	\$66,600.00	\$0.00	\$0.00	\$0.00	\$66,600.00	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	Estimated Conference Fees for 1 for the Dallas Children's Advocacy Center Crimes Against Children Conference, Dallas, June 2024. \$700 per person for a total of \$700.00	\$700.00	\$0.00	\$0.00	\$0.00	\$700.00	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	Estimated Travel costs for Dallas Children's Advocacy Center Crimes Against Children Conference, Dallas, June 2024 for 1 with a car rental - Hotel for 4 nights at \$425.00/night = \$1,700.00, Round trip airfare at \$800.00, Car rental for \$800 and Per Diem for 5 days at \$345. Total costs is \$3,645.00	\$3,645.00	\$0.00	\$0.00	\$0.00	\$3,645.00	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	Estimated Travel costs for TGIA Regional Meetings, San Antonio, February	\$4,440.00	\$0.00	\$0.00	\$0.00	\$4,440.00	0

		2024 - Hotel for 4 nights at \$300.00/night = \$2,400.00, Round trip airfare at \$700.00 = \$1,400.00, and Per Diem for 5 days at \$320 = \$640.00. Total costs is \$3,800.00						
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	Estimated Conference Fees for 15 for the International Association of Law Enforcement Intelligence Analysts Annual Training Event (LEIU/IALEIA), Las Vegas, August 2024. \$400 per person for a total of \$6,000.00.	\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,000.00	0
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	Estimated Travel costs for LEIU/IALEIA Annual Training Event Las Vegas, August 2024 - Hotel for 4 nights at \$300/night = \$18,000.00, Round trip airfare at \$800.00 = \$12,000.00, and Per Diem for 5 days at \$345.00 = \$5,175.00. Total costs are \$35,175.00.	\$35,175.00	\$0.00	\$0.00	\$0.00	\$35,175.00	0
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	Estimated Conference Fees for 25 for the International Latino Gang Investigator's Association (ILGIA) Conference, Las Vegas, August 2024. \$750 per person for a total of \$18,750.00.	\$18,750.00	\$0.00	\$0.00	\$0.00	\$18,750.00	0
Travel and Training	Out-of-State Registration	Estimated Travel costs for ILGIA	\$66,125.00	\$0.00	\$0.00	\$0.00	\$66,125.00	0

	Fees, Training, and/or Travel	Annual Conference Las Vegas, August 2024, for 25 - Hotel for 4nights at \$325.00/night = \$32,500.00, Round trip airfare at \$1,000.00ea = \$25,000.00, and Per Diem for 5days at \$345.00/ea = \$8,625.00. Total costs is \$66,125.00						
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	Estimated Conference Fees for 1 for the Techno Security ad Digital Forensics Conference, Wilmington, NC, June 4-9, 2024. \$1,695 per person for a total of \$1,695.00.	\$1,695.00	\$0.00	\$0.00	\$0.00	\$1,695.00	0
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	Estimated Travel costs for 1 for the techno Security ad Digital Forensics Conference, Wilmington, NC, June 4-9, 2024 - Hotel for 5nights at \$280.00/night = \$1,400.00, Round trip airfare at \$1,400.00ea, Rental Car at \$775.00 and Per Diem for 5days at \$59.00day = \$354. Total costs are \$3,929.00	\$3,929.00	\$0.00	\$0.00	\$0.00	\$3,929.00	0
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	Estimated Conference Fees for 1 for the National Law Enforcement Training on Child Exploitation, Atlanta, GA, June 12-16, 2024. \$700.00 per person for a total of \$700.	\$700.00	\$0.00	\$0.00	\$0.00	\$700.00	0

Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	Estimated Travel costs for 1 National Law Enforcement Training on Child Exploitation, Atlanta, GA, June 12-16, 2024 - Hotel for 4 nights at \$425.00/night = \$1,700.00, Round trip airfare at \$1,000.00ea, Rental Car at \$800.00 and Per Diem for 4days at \$74.00 day = \$370.00. Total costs are \$3,870.00	\$3,870.00	\$0.00	\$0.00	\$0.00	\$3,870.00	0
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	Estimated Conference Fees for 1 for the National Gang Investigators Conference, Las Vegas, NV, August 2024. \$750.00 per person for a total of \$750.00.	\$750.00	\$0.00	\$0.00	\$0.00	\$750.00	0
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	Estimated Travel costs for 1 for the National Gang Investigators Conference, Las Vegas, NV, August 2024 - Hotel for 4 nights at \$325.00/night = \$1,300.00, Round trip airfare at \$1,000.00ea, Rental Car at \$800.00 and Per Diem for 5days at \$69.00 day = \$345.00. Total costs is \$3,445.00.	\$3,445.00	\$0.00	\$0.00	\$0.00	\$3,445.00	0
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	Estimated Conference Fees for 3 for the California Sureno Conference, Las Vegas, NV, July 2024. \$750.00 per person for a total of \$2,250.00.	\$2,250.00	\$0.00	\$0.00	\$0.00	\$2,250.00	0

Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	Estimated Travel costs for 3 for the California Sureno Conference, Las Vegas, NV, July 2024 - Hotel for 4 nights at \$325.00/night = \$3,900.00, Round trip airfare at \$1,000.00ea = \$3,000.00, and Per Diem for 5days at \$370.00 day = \$1,110.00. Total costs is \$8,010.00	\$8,010.00	\$0.00	\$0.00	\$0.00	\$8,010.00	0
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	Estimated Conference Fees for 2 for the Casting the Digital Footprint Conference, August 2024. \$400.00 per person for a total of \$800.00.	\$800.00	\$0.00	\$0.00	\$0.00	\$800.00	0
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	Estimated Travel costs for 2 for the Casting the Digital Footprint Conference, August 2024 - Hotel for 4 nights at \$300.00/night = \$2,400.00, Round trip airfare at \$900.00ea = \$1,800.00, and Per Diem for 5 days at \$395 = \$790.00. Total costs are \$4,990.00	\$4,990.00	\$0.00	\$0.00	\$0.00	\$4,990.00	0
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	Estimated Conference Fees for 2 for the Regional Organized Crime Information Center Conference, August 2024. \$350.00 per person for a total of \$700.00.	\$700.00	\$0.00	\$0.00	\$0.00	\$700.00	0
Travel and Training	Out-of-State Registration	Estimated Travel costs for 2 for the	\$4,890.00	\$0.00	\$0.00	\$0.00	\$4,890.00	0

	Fees, Training, and/or Travel	Regional Organized Crime Information Center Conference, August 2024 - Hotel for 4 nights at \$300.00/night = \$2,400.00, Round trip airfare at \$900.00ea = \$1,800.00, and Per Diem for 5 days at \$345/ea = \$690.00. Total costs are \$4,890.00						
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	Estimated Conference Fees for 4 for the Regional Organized Crime Information Center Human Trafficking Conference, April 2024. \$200.00 per person for a total of \$800.00.	\$800.00	\$0.00	\$0.00	\$0.00	\$800.00	0
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	Estimated Travel costs for 4 for the Regional Organized Crime Information Center Human Trafficking Conference, April 2024. - Hotel for 4 nights at \$325.00/night = \$5,200.00, Round trip airfare at \$1,000.00ea = \$4,000.00, and Per Diem for 5days at \$320.00/ea = \$1,280.00. Total costs are \$10,480.00	\$10,480.00	\$0.00	\$0.00	\$0.00	\$10,480.00	0
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	Estimated Conference Fees for 8 for HIT K9 Training, April 2024. \$700.00 per person for a total of \$5,600.00.	\$5,600.00	\$0.00	\$0.00	\$0.00	\$5,600.00	0

Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	Estimated Travel costs for 8 for HIT K9 Training, April 2024. - Hotel for 4 nights at \$325.00/night = \$10,400.00, Car Rental (2 vehicles) at \$1,400.00 = \$2,800.00, and Per Diem for 5days at \$370/ea = \$2,960.00. Total costs are \$16,160.00	\$16,160.00	\$0.00	\$0.00	\$0.00	\$16,160.00	0
Equipment	Specialized Audio-Visual System and Accessories	Estimated cost of TEAMS Upgrades \$30,000.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$30,000.00	1
Equipment	Specialized Computer Software	Light License one year for 5 users. Estimated Cost = \$10,000.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	1
Equipment	Specialized Computer Software	Clearview Software License for one year. Estimated Cost = \$10,000.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	1
Equipment	Specialized Computer Software	Whooster Software License, one year for up to ten users. Estimated Cost = \$12,000.00	\$12,000.00	\$0.00	\$0.00	\$0.00	\$12,000.00	1
Equipment	Specialized Computer Software	Maltego Mapping License Estimated cost = \$33,000.00	\$33,000.00	\$0.00	\$0.00	\$0.00	\$33,000.00	1
Equipment	Specialized Computer Software	ITD License. Estimated cost = \$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	5
Equipment	Specialty Vehicle	Estimated costs for 7 leased vehicles at \$892.86ea/mon for 12 months = \$75,000.00	\$75,000.00	\$0.00	\$0.00	\$0.00	\$75,000.00	7
Equipment	Specialty Vehicle	Marked Law Enforcement equipped vehicles K9 -(2) Full size SUVs at an estimated cost of \$70,000.00 ea for a total cost of \$140,000.00	\$140,000.00	\$0.00	\$0.00	\$0.00	\$140,000.00	2

Equipment	Specialty Vehicle	Marked Law Enforcement equipped vehicles -(18) Full-size SUVs at an estimated cost of \$70,000.00 ea for a total cost of \$1,260,000.00	\$1,260,000.00	\$0.00	\$0.00	\$0.00	\$1,260,000.00	18
Equipment	Specialty Vehicle	Unmarked Law Enforcement vehicle(1) Full Size SUV for an estimated cost of \$60,000.00	\$60,000.00	\$0.00	\$0.00	\$0.00	\$60,000.00	1
Equipment	Specialty Vehicle	Armored vehicles (2) for law enforcement purposes Full-Size SUVs for an estimated cost of \$250,000.00 each for an approximate total of \$500,000.00.	\$500,000.00	\$0.00	\$0.00	\$0.00	\$500,000.00	2
Equipment	Specialty Cameras and Accessories	Covert Wireless Surveillance System. Estimated Cost = \$40,000.00	\$40,000.00	\$0.00	\$0.00	\$0.00	\$40,000.00	1
Equipment	Specialty Cameras and Accessories	Security System for TAG Building - Security cameras, interview cameras and Xprotect Smart Client. Estimated Cost = \$50,000	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00	1
Equipment	Night Vision Unit and Accessories	Night Vision Equipped Surveillance Cameras. Estimated Costs = 2 cameras at \$16,000.00ea. Total \$32,000.00	\$32,000.00	\$0.00	\$0.00	\$0.00	\$32,000.00	2
Equipment	Security System (e.g., evidence rooms, law enforcement offices, courthouses, etc.)	Update to NIBIN room to include soundproofing, clearing barrels, fan - bundle upgrade at approximately \$25,000.00	\$25,000.00	\$0.00	\$0.00	\$0.00	\$25,000.00	1

Equipment	Crime Scene Equipment	Throwbot Robots (2) at an estimated cost of \$25,000 ea for a total of \$50,000.00	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00	2
Equipment	Crime Scene Equipment	GPS AirTag System Bundle at approximately \$69,000.00	\$69,000.00	\$0.00	\$0.00	\$0.00	\$69,000.00	1
Supplies and Direct Operating Expenses	Cellular, Fax, Pager, and/or Office Telephone	Wireless internet, fiber network, long distance, cell phones, mifis, and cable services.	\$66,090.00	\$0.00	\$0.00	\$0.00	\$66,090.00	0
Supplies and Direct Operating Expenses	Computer Software and Media	Netsential Website support: \$2,250.00, Cellebrite license \$6,650.00, Cell Hawk \$3,2000.00. Total cost: \$12,100.00	\$12,100.00	\$0.00	\$0.00	\$0.00	\$12,100.00	0
Supplies and Direct Operating Expenses	Desktop System and Accessories (\$5,000 or less per unit)	24" Monitors 40 at \$350.00ea = \$14,000.00, 49" monitors 8 at \$1,600.00 = \$12,800.00. Total Estimated Cost = \$26,800.00	\$26,800.00	\$0.00	\$0.00	\$0.00	\$26,800.00	0
Supplies and Direct Operating Expenses	Laptop System and Accessories (\$5,000 or less per unit)	Laptops 8 at \$1,300.00 = \$10,400.00, tablets 2 at \$800.00 = \$1,600.00, misc accessories \$3,000.00 Total Estimated Cost = \$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00	0
Supplies and Direct Operating Expenses	Costs for Space (lease or rental)	Office building lease at an estimated cost of \$36,880.87 x 12 months= \$442,570.44 plus \$65,000.00 for real estate tax. Section 4.6, Real Estate Taxes, of the Lease states that, "Tenant shall pay to Landlord each year, within thirty (30) days after Landlord's written	\$507,570.44	\$0.00	\$0.00	\$0.00	\$507,570.44	0

		demand, as Additional Rent, any increases in property taxes for the Premises that have occurred since the Commencement Date, with such obligations continuing each year thereafter during the Term, based on any further increases in property taxes for the Premises."						
Supplies and Direct Operating Expenses	Property Insurance	Yearly Insurance on Marked Vehicles 28 vehicles for an estimated yearly cost of \$356.63 per vehicle, Approximate total = \$9,985.64	\$9,985.64	\$0.00	\$0.00	\$0.00	\$9,985.64	0
Supplies and Direct Operating Expenses	Night Vision Unit and Accessories (\$5,000 or less per unit)	Night Vision Equipped Binoculars. Estimated Costs = 7 at \$2,100.00ea. Total \$14,700.00	\$14,700.00	\$0.00	\$0.00	\$0.00	\$14,700.00	0
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Office Supplies: copy paper, erase boards, cork boards, center decals, paper towels, surge protectors, batteries, desk supplies, dry-erase markers, paper, postage, janitorial supplies, etc.	\$80,000.00	\$0.00	\$0.00	\$0.00	\$80,000.00	0
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	Vest Carriers 40 at approximately \$350.00ea = \$14,000.00	\$14,000.00	\$0.00	\$0.00	\$0.00	\$14,000.00	0
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	Canine supplies including dog food and accessories	\$30,000.00	\$0.00	\$0.00	\$0.00	\$30,000.00	0

Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	Project Supplies Estimated Costs: Binoculars 15 at \$475.00ea = \$7,125.00, Portable speaker 1 at \$350.00, Flashlights 25 at \$98.00 = \$2,450.00, Glass assault tools 50 at \$105.00 = \$5,250.00, Headphones 12 at \$350.00 = \$4200.00, speakers 20 at \$99.95 = \$1,999.00, Communication headbands 8 at @1,300.00 = \$10,400.00, Motorola adapter 8 at \$400 = \$3,200.00, Seatbelt locks 8 at \$80.00 = \$640.00, visor lights 16 at \$250.00 = \$4,000.00, and Faraday bags 20 at \$250.00 = \$5,000.00. Total Cost = \$44,614.00	\$44,614.00	\$0.00	\$0.00	\$0.00	\$44,614.00	0
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	Fuel costs for marked and unmarked vehicles. Approximate yearly costs of \$66,982.05	\$66,982.05	\$0.00	\$0.00	\$0.00	\$66,982.05	0
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	Maintenance costs for preventative maintenance on marked and unmarked vehicles. Approximate yearly cost \$27,480.40	\$27,480.40	\$0.00	\$0.00	\$0.00	\$27,480.40	0
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	Clinical Med Supplies, Estimated Costs: Scales 6 at \$400.00 = \$2,400.00,	\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,000.00	0

		TruNarc Supples at \$500, Evidence Bags 1 at \$1,000.00, and Respirators 12 at \$175.00 = \$2,100.00. An estimated total of \$6,000.00						
Supplies and Direct Operating Expenses	Office Equipment and/or Furniture (\$5,000 or less per unit)	Gym Equipment Estimated cost: Benches 2 at \$485.00ea = \$970.00, Sled 1 at \$2,500.00, Mats 12 at \$250.00 = \$3,000.00 Total Estimated Cost \$6,470.00	\$6,470.00	\$0.00	\$0.00	\$0.00	\$6,470.00	0
Supplies and Direct Operating Expenses	Office Equipment and/or Furniture (\$5,000 or less per unit)	Furniture: Chairs 75 at \$140.00 = \$40,500.00, Cabinets 10 at \$1,200.00 = \$12,000.00, Credenzas 8 at \$1,485.00ea = \$11,800.00, Unexpected furniture purchases \$10,700.00. Total Estimated Cost = \$75,000.00	\$75,000.00	\$0.00	\$0.00	\$0.00	\$75,000.00	0
Supplies and Direct Operating Expenses	Printer, Fax, Scanner and/or Camera (\$5,000 or less per unit)	Printers 6 at approximately \$1,200.00 ea = \$7,200.00	\$7,200.00	\$0.00	\$0.00	\$0.00	\$7,200.00	0
Supplies and Direct Operating Expenses	Electric, Gas, and/or Water / Wastewater	Overage charges on utilites as per lease agreement. Electric at approximately \$166.70/month for a yearly total of \$2,000.00. Gas for approximately \$166.70/month for a yearly total of \$2,000.00. Water for approximately \$166.70/month for a yearly total of \$2,000.00.	\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,000.00	0

Source of Match Information**Detail Source of Match/GPI:**

DESCRIPTION	MATCH TYPE	AMOUNT
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Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Budget Summary Information**Budget Summary Information by Budget Category:**

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	\$131,149.00	\$0.00	\$0.00	\$0.00	\$131,149.00
Equipment	\$2,401,000.00	\$0.00	\$0.00	\$0.00	\$2,401,000.00
Personnel	\$674,284.32	\$0.00	\$0.00	\$0.00	\$674,284.32
Supplies and Direct Operating Expenses	\$1,015,992.53	\$0.00	\$0.00	\$0.00	\$1,015,992.53
Travel and Training	\$390,784.00	\$0.00	\$0.00	\$0.00	\$390,784.00

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$4,613,209.85	\$0.00	\$0.00	\$0.00	\$4,613,209.85

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
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You are logged in as **User Name:** LauraCarpio



Legislation Text

File #: 23-324, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

Districts 4, 7, and 8

Planning and Inspections, Tony De La Cruz, (915) 212-1589

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

That the Planning and Inspection liens on the attachment posted with this agenda be approved. (See Attachment A).

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: MARCH 14, 2023
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: TONY DE LA CRUZ, (915) 212-1589

DISTRICT(S) AFFECTED: 4, 7, 8

STRATEGIC GOAL: GOAL 3 – PROMOTE THE VISUAL IMAGE OF EL PASO

SUBGOAL: N/A

SUBJECT:

THAT THE PLANNING AND INSPECTION LIENS ON THE ATTACHMENT POSTED WITH THIS AGENDA BE APPROVED (SEE ATTACHMENT A).

BACKGROUND / DISCUSSION:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT:

SECONDARY DEPARTMENT:

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

Revised 04/09/2021

ATTACHMENT

PLANNING AND INSPECTION LIENS

MARCH 14, 2023

ADDRESS	OWNER OF RECORD	AMOUNT	DISTRICT
5718 MARIE TOBIN	ANITA & ABDENAGO VALERO	\$4,546.59	4
10360 PRESTON	RICHARD L SHELDON	\$5,822.75	4
130 CANDELARIA	ADELA C DOMINGUEZ (TR)	\$6,106.03	7
313 S. HILLS	ENRIQUE ESCOBAR	\$925.00	8
1008 S. OREGON	GLORIA GONZALEZ	\$1,357.80	8
1010 S. OREGON	GLORIA GONZALEZ C/O MICHAEL R NEVAREZ	\$5,722.75	8
1130 MYRTLE	JESUS & MAGDALENA GARCIA	\$14,245.50	8
1415 E. YANDELL	JESUS R CAMPOS	\$8,250.00	8
2009 MAGOFFIN	JOSEPH E FRESE	\$3,610.25	8

RESOLUTION

WHEREAS, in accordance with Chapter 2.38 of the El Paso City Code, VALERO ABDENAGO & ANITA in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, after due notice and hearing, the City Council of the City of El Paso ordered the owner of the hereinafter described property to vacate the building, and relocate the tenants on said property and clear the property of all rubbish and debris, and the owner having failed after due notice to comply with such ORDER, the [Planning and Inspections Department], under the Building Official instructions, proceeded to vacate the Building, relocate the tenants, secure and maintain the Building until repaired or demolished, and clean the property of all rubbish and debris; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

5718 MARIE TOBIN DR., more particularly described as Lot10,
Block 24 TOBIN PARK #2 City of El Paso, El Paso County, Texas,
PID # T52799902403700

to be \$4,546. 59, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 11TH day of AUGUST, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount FOUR THOUSAND FIVE HUNDRED FORTY SIX

AND 59/100 DOLLARS (\$4,546. 59) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 20__.


CITY OF EL PASO:

Oscar Leeson
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Javier A. De La Cruz
Building and Inspections
Assistant Director

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20____,
by Oscar Leeser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Planning & Inspections
Javier A. De La Cruz
(915) 212-1589

RESOLUTION

WHEREAS, in accordance with Chapter 2.38 of the El Paso City Code, SHELDON RICHARD L in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, after due notice and hearing, the City Council of the City of El Paso ordered the owner of the hereinafter described property to vacate the building, and relocate the tenants on said property and clear the property of all rubbish and debris, and the owner having failed after due notice to comply with such ORDER, the [Planning and Inspections Department], under the Building Official instructions, proceeded to vacate the Building, relocate the tenants, secure and maintain the Building until repaired or demolished, and clean the property of all rubbish and debris; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

10360 PRESTON DR., EL PASO, TX 79924-2632, more particularly described as 10 SUN VALLEY #2 LOT 24, City of El Paso, El Paso County, Texas, PID #S81699901004700

to be \$5,822. 75, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 29TH day of MARCH, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount FIVE THOUSAND EIGHT HUNDRED TWENTY-TWO AND 75/100 DOLLARS (\$5,822. 75) to be a lien on the above described property, said

amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 20____.


CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Javier A. De La Cruz
Building and Inspections
Assistant Director

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 20__,
by Oscar Leeser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Planning & Inspections
Javier A. De La Cruz
(915) 212-1589

RESOLUTION

WHEREAS, in accordance with Chapter 2.38 of the El Paso City Code, DOMINGUEZ ADELA C (TR) in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, after due notice and hearing, the City Council of the City of El Paso ordered the owner of the hereinafter described property to vacate the building, and relocate the tenants on said property and clear the property of all rubbish and debris, and the owner having failed after due notice to comply with such ORDER, the [Planning and Inspections Department], under the Building Official instructions, proceeded to vacate the Building, relocate the tenants, secure and maintain the Building until repaired or demolished, and clean the property of all rubbish and debris; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

130 CANDELARIA ST., more particularly described as 48
YSLETA TR 4-A (0.0473 AC), City of El Paso, El Paso
County, Texas, PID # Y80599904800401

to be \$6,106. 03, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 20 TH day of AUGUST, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount SIX THOUSAND ONE HUNDRED SIX AND 03/100 DOLLARS (\$6,106. 03) to be a lien on the above described property, said amount being due and

payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 20__.

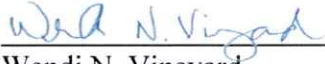
CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Javier A. De La Cruz
Building and Inspections
Assistant Director

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 20 __,
by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Planning & Inspections
Javier A. De La Cruz
(915) 212-1589

RESOLUTION

WHEREAS, in accordance with Chapter 2.38 of the El Paso City Code, ENRIQUE ESCOBAR in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, after due notice and hearing, the City Council of the City of El Paso ordered the owner of the hereinafter described property to vacate the building, and relocate the tenants on said property and clear the property of all rubbish and debris, and the owner having failed after due notice to comply with such ORDER, the [Planning and Inspections Department], under the Building Official instructions, proceeded to vacate the Building, relocate the tenants, secure and maintain the Building until repaired or demolished, and clean the property of all rubbish and debris; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

313 S. HILLS ST., EL PASO, TX 79901, more particularly described as **69 MAGOFFIN E 69.35 FT OF 4 & S 6 FT OF 5**, City of El Paso, El Paso County, Texas, PID #M02899906902100

to be \$925. 00, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 26TH day of MAY, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount NINE-HUNDRED AND TWENTY-FIVE AND 00/100 DOLLARS (\$925. 00) to be a lien on the above described property, said amount being due

and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 20__.


CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Javier A. De La Cruz
Building and Inspections
Assistant Director

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 20 __,
by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Planning & Inspections
Javier A. De La Cruz
(915) 212-1589

RESOLUTION

WHEREAS, in accordance with Chapter 2.38 of the El Paso City Code, GLORIA GONZALEZ in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, after due notice and hearing, the City Council of the City of El Paso ordered the owner of the hereinafter described property to vacate the building, and relocate the tenants on said property and clear the property of all rubbish and debris, and the owner having failed after due notice to comply with such ORDER, the [Planning and Inspections Department], under the Building Official instructions, proceeded to vacate the Building, relocate the tenants, secure and maintain the Building until repaired or demolished, and clean the property of all rubbish and debris; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

1008 S. OREGON ST., EL PASO, TX 79901, more particularly described as 46 CAMPBELL FRC 15 & 16 EXC RR R/W (3380 SQ FT), City of El Paso, El Paso County, Texas, PID #C05099904606200

to be \$1,357. 80, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 11TH day of FEBRUARY, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount ONE THOUSAND THREE HUNDRED FIFTY-

SEVEN AND 80/100 DOLLARS (\$1,357. 80) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 20____.

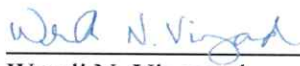
CITY OF EL PASO:

Oscar Leeson
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Javier A. De La Cruz
Building and Inspections
Assistant Director

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20____,
by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Planning & Inspections
Javier A. De La Cruz
(915) 212-1589

RESOLUTION

WHEREAS, in accordance with Chapter 2.38 of the El Paso City Code, GONZALEZ GLORIA C/O MICHAEL R. NEVAREZ in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, after due notice and hearing, the City Council of the City of El Paso ordered the owner of the hereinafter described property to vacate the building, and relocate the tenants on said property and clear the property of all rubbish and debris, and the owner having failed after due notice to comply with such ORDER, the [Planning and Inspections Department], under the Building Official instructions, proceeded to vacate the Building, relocate the tenants, secure and maintain the Building until repaired or demolished, and clean the property of all rubbish and debris; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

1010 S. OREGON ST., EL PASO, TX 79901, more particularly described as **46 CAMPBELL FRC 17 EXC RR R/W (676 SQ FT)**, City of El Paso, El Paso County, Texas, PID #C05099904606800

to be \$5,722. 75, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 14TH day of FEBRUARY, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount FIVE THOUSAND SEVEN HUNDRED TWENTY-

TWO AND 75/100 DOLLARS (\$5,722. 75) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 20____.

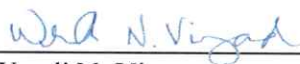
CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Javier A. De La Cruz
Building and Inspections
Assistant Director

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 20__,
by Oscar Leeser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Planning & Inspections
Javier A. De La Cruz
(915) 212-1589

RESOLUTION

WHEREAS, in accordance with Chapter 2.38 of the El Paso City Code, GARCIA JESUS & MAGDALENA in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, after due notice and hearing, the City Council of the City of El Paso ordered the owner of the hereinafter described property to vacate the building, and relocate the tenants on said property and clear the property of all rubbish and debris, and the owner having failed after due notice to comply with such ORDER, the [Planning and Inspections Department], under the Building Official instructions, proceeded to vacate the Building, relocate the tenants, secure and maintain the Building until repaired or demolished, and clean the property of all rubbish and debris; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

1130 MYRTLE AVE. more particularly described as Lot 16
FRANKLIN HEIGHTS N 91.5 FT OF 15 & W 12.1667 FT OF 16
& N 84 FT OF E 12.8333 FT OF 16 (4420.20 SQ FT), City of El
Paso, El Paso County, Texas, PID #F60799901606400

to be \$14,245. 50, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 17TH day of MAY, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount FOURTEEN THOUSAND TWO HUNDRED FORTY FIVE AND 50/100 DOLLARS (\$14,245. 50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 20__.

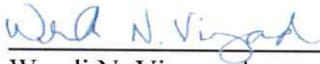
CITY OF EL PASO:

Oscar Leeson
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Javier A. De La Cruz
Building and Inspections
Assistant Director

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20____,
by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Planning & Inspections
Javier A. De La Cruz
(915) 212-1589

RESOLUTION

WHEREAS, in accordance with Chapter 2.38 of the El Paso City Code, CAMPOS JESUS R in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, after due notice and hearing, the City Council of the City of El Paso ordered the owner of the hereinafter described property to vacate the building, and relocate the tenants on said property and clear the property of all rubbish and debris, and the owner having failed after due notice to comply with such ORDER, the [Planning and Inspections Department], under the Building Official instructions, proceeded to vacate the Building, relocate the tenants, secure and maintain the Building until repaired or demolished, and clean the property of all rubbish and debris; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

1415 E. YANDELL DR., EL PASO, TX 79902-5627, more particularly described as **61 FRANKLIN HEIGHTS 25 & E 8.333 FT OF 24 (3960 SQ FT)**, City of El Paso, El Paso County, Texas, PID #F60799906107100

to be \$8,250. 00, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 11TH day of FEBRUARY, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount EIGHT THOUSAND TWO HUNDRED FIFTY AND

00/100 DOLLARS (\$8,250. 00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 20____.

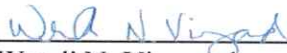
CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Javier A. De La Cruz
Building and Inspections
Assistant Director

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20 __,
by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Planning & Inspections
Javier A. De La Cruz
(915) 212-1589

RESOLUTION

WHEREAS, in accordance with Chapter 2.38 of the El Paso City Code, FRESE JOSEPH E in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, after due notice and hearing, the City Council of the City of El Paso ordered the owner of the hereinafter described property to vacate the building, and relocate the tenants on said property and clear the property of all rubbish and debris, and the owner having failed after due notice to comply with such ORDER, the [Planning and Inspections Department], under the Building Official instructions, proceeded to vacate the Building, relocate the tenants, secure and maintain the Building until repaired or demolished, and clean the property of all rubbish and debris; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

2009 MAGOFFIN AVE, more particularly described as 32 BASSETT, LOT 21 (3000 SQ FT), City of El Paso, El Paso County, Texas, PID #B20299903206100

to be \$3,610. 25, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 23 day of JUNE, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount THREE THOUSAND SIX HUNDRED TEN AND 25/100 DOLLARS (\$3,610. 25) to be a lien on the above described property, said amount being

due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 20____.

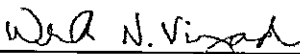
CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Javier A. De La Cruz
Building and Inspections
Assistant Director

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 20 __,
by Oscar Leaser, as Mayor, of the City of El Paso.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Planning & Inspections
Javier A. De La Cruz
(915) 212-1589

ATTACHMENT A**PLANNING AND INSPECTION LIENS****MARCH 14, 2023**

ADDRESS	OWNER OF RECORD	AMOUNT	DISTRICT
5718 MARIE TOBIN	ANITA & ABDENAGO VALERO	\$4,546.59	4
10360 PRESTON	RICHARD L SHELDON	\$5,822.75	4
130 CANDELARIA	ADELA C DOMINGUEZ (TR)	\$6,106.03	7
313 S. HILLS	ENRIQUE ESCOBAR	\$925.00	8
1008 S. OREGON	GLORIA GONZALEZ	\$1,357.80	8
1010 S. OREGON	GLORIA GONZALEZ C/O MICHAEL R NEVAREZ	\$5,722.75	8
1130 MYRTLE	JESUS & MAGDALENA GARCIA	\$14,245.50	8
1415 E. YANDELL	JESUS R CAMPOS	\$8,250.00	8
2009 MAGOFFIN	JOSEPH E FRESE	\$3,610.25	8



Legislation Text

File #: 23-347, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Environmental Services Department, Ellen A. Smyth, (915) 212-6000

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

That the Mayor of the City of El Paso be authorized to sign the Interlocal Agreement between the City of El Paso and the County of El Paso to build a stormwater retention basin in the vicinity of the Greater El Paso Landfill in order to provide for the public health, safety and welfare of the residents in the El Paso region.

That the City Manager or designee be authorized to sign any additional related paperwork, including all understanding and assurances contained therein, and accept, reject, alter, or terminate the resulting Interlocal Agreement, authorized budget transfers and submit necessary revisions to the operational plan. No cash match is required.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: March 14, 2023

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Ellen A. Smyth, (915) 212-6000

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 3 – Promote the Visual Image of El Paso

SUBGOAL:

SUBJECT:

That the Mayor of the City of El Paso be authorized to sign the Interlocal Agreement between the City of El Paso and the County of El Paso to build a stormwater retention basin in the vicinity of the Greater El Paso Landfill in order to provide for the public health, safety and welfare of the residents in the El Paso region.

That the City Manager or designee be authorized to sign any additional related paperwork, including all understanding and assurances contained therein, and accept, reject, alter, or terminate the resulting Interlocal Agreement, authorized budget transfers and submit necessary revisions to the operational plan. No cash match is required.

BACKGROUND / DISCUSSION:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Environmental Services Department

SECONDARY DEPARTMENT:

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

WHEREAS, the County of El Paso (“County”) and the City of El Paso (“City”) would like to enter into an agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, which authorizes local governments to contract with one another to carry out their governmental functions; and

WHEREAS, in 2010, County adopted a Stormwater Master Plan which provides for long-term planning objectives to prevent and mitigate harm from stormwater flooding; and

WHEREAS, to prevent and mitigate harm from stormwater flooding, County wishes to build a stormwater retention basin in the vicinity of the Greater El Paso Landfill which will intercept stormwater runoff from the upstream watershed and reduce flooding risks for downstream residents and property owners (“Basin project”); and

WHEREAS, City and County agree it is in their mutual interest to provide more stormwater system improvements to this area; and

WHEREAS, City owns and operates the Greater El Paso Landfill (“landfill”); and

WHEREAS, the City and the County wish to enter into this agreement where the City will lease land and provide other support to the County for the County to build Basin project, in order to provide for the public health, safety and welfare of the residents in the El Paso region.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO

That the Mayor of the City of El Paso be authorized to sign the Interlocal Agreement between the City of El Paso and the County of El Paso for the County of El Paso to build a stormwater retention basin in the vicinity of the Greater El Paso Landfill in order to provide for the public health, safety and welfare of the residents in the El Paso region.

That the City Manager or designee be authorized to sign any additional related paperwork, including all understanding and assurances contained therein, and accept, reject, alter, or terminate the

resulting Interlocal Agreement, authorized budget transfers and submit necessary revisions to the operational plan. No cash match is required.

APPROVED this _____ day of _____, 2023


CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:



Ellen Smyth,
Chief Transit and Field Operations Officer

STATE OF TEXAS }
 }
COUNTY OF EL PASO }

**INTERLOCAL AGREEMENT
BETWEEN EL PASO COUNTY TEXAS AND
THE CITY OF EL PASO TEXAS FOR
STORMWATER IMPROVEMENTS IN THE
GREATER EL PASO LANDFILL AREA**

THIS AGREEMENT is entered into this 27th day of Feb., 2023, between the City of El Paso, Texas (“City”), and El Paso County, Texas, (“County”).

WHEREAS, the County is a political subdivision existing under the laws and Constitution of the State of Texas; and

The City is a municipal organization organized and existing under the laws of the State of Texas and is a body politic and corporate and political subdivision of the State; and

Texas Government Code Chapter 791 provides that any one or more public agencies may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested to increase their efficiency and effectiveness; and

The County and the City are local governments as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this Agreement, and have each entered into this Agreement by the action of its respective governing body in the appropriate manner prescribed by law; and

The County and the City specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party;

The City and the County desire to join efforts to develop a viable rural community, with a suitable living environment for all, including for persons of low and moderate income; and

The City owns and operates a public sanitary landfill referred to as the Greater El Paso Landfill (“Landfill”) located in an unincorporated area of El Paso County; and

In 2010 the County adopted a Stormwater Master Plan (the “Plan”) which provides long-term planning objectives to prevent and mitigate harm from stormwater flooding; and

In support of these efforts, a stormwater retention basin is needed in the vicinity of the Landfill which will intercept stormwater runoff from the upstream watershed and reduce flooding risks for downstream residents and property owners, and

The lack of an existing drainage facility to mediate stormwater runoff for the Landfill area, located within the jurisdictional boundaries of both the County could potentially adversely affect residents’ health and well-being; and

The County submitted a grant and loan application for \$3,210,000 to the Texas Water Development Board (TWDB) under the Flood Infrastructure Funds program under abridged application No. 13789 to address stormwater mitigation issues. The proposed mitigation and safety measures include the construction of a stormwater retention basin (the “Basin”) and appurtenant improvements known as the HAC7 Stormwater Retention Basin B Project (collectively the “Basin Project”) shown on **Attachment 1** in accordance with the El Paso County Stormwater Master Plan prepared in collaboration with El Paso Water; and

This Agreement seeks to properly memorialize the terms and conditions under which Texas Water Development funds and City’s contributions will be utilized; and

The construction of the HAC7 Basin Project on the upstream side of the Landfill will intercept upstream runoff alleviating future mediation of this runoff for the development and construction of future landfill cells; and

The HAC7 retention Basin will accommodate runoff from the future adjacent Landfill cells alleviating the requirement of constructing additional retention basins for their developed runoff; and

By combining resources, the County and the City may provide more stormwater system improvements to this area than could be accomplished otherwise by each entity acting alone; and

It is necessary and in the best interests of the City and the County to combine the above described resources for the mutual benefit of their constituents; and

The City and the County hereby agree to enter into this Agreement whereby the City will lease land, provide easements, and provide other support to the County to build the Basin Project and the County will utilize the Basin to mitigate the effects of stormwater flooding in the Landfill area and reduce the threat of harm to the Landfill and the surrounding areas.

NOW THEREFORE, in consideration of the premises, and of the terms, provisions, and mutual promises contained in this Agreement which fairly compensate the performing party, it is mutually agreed as follows:

1.0 CITY’S DUTIES

1.1 The City will lease approximately 28 acres of City-owned land (the “Site”) to the County for use by the County to build, develop, and maintain the Basin. The Site is more specifically described in **Attachment 2** which is incorporated into and made a part of this Agreement for all purposes. The City agrees to lease the Site to the County for a term of 30 years commencing on date City council approves the Agreement and terminating on January 31, 2053. Rent will be one dollar (\$1.00) per each 12 month period. The County may pay all or any portion of the Lease rental payment in advance for the entire term. Upon mutual agreement, the Lease may be extended beyond the initial 30 year term.

1.2 In the event that upon final design, the County determines that additional land is needed for the Basin Project, the City agrees to lease the additional required land

to the County at no additional cost to the County, provided that the additional land development does not unreasonably interfere with the City's Landfill operations.

- 1.3 In the event the City determines that the City will need the Site at the end of the initial term, the City will give the County a written notice of no less than 1 year prior to the desired date of vacation and the County will vacate the Site upon the designated date. In the event the City requests the County vacate the Site under this paragraph, the City will not be required to replace the Basin.
- 1.4 The City agrees to grant to the County a non-exclusive 50 foot-wide ingress and egress access surface easement from Ascension Drive (or other mutually agreeable access point) across City-owned property to the Site. The easement will be used by the County to access, exit and maintain the Basin and may be relocated from time to time in response to the City's ongoing Landfill operations. The City will coordinate with the County in good faith to minimize the frequency of easement relocations or interference with Landfill operations. The County may, upon consultation and approval by City, improve the easement area to improve safe vehicular transit. The easement will run in part over existing utility easements. The County will be responsible for coordinating with other utilities utilizing the existing utility easement as needed.
- 1.5 The City will allow the County's Basin contractor(s) to stockpile additional excess materials, developed from the preparatory work and final grading work for the Basin Project, on City's existing stockpile on City property proximate to the Landfill for later disposal by City.
- 1.6 Due to the proximity of the Basin to the Landfill, the Basin may be subject to collecting wind-blown debris, sand, and other materials emanating from the Landfill resulting in more frequent required Basin maintenance by the County. The City will allow the County to dispose of the maintenance debris collected from the Basin at the Landfill without further charge to the County.
- 1.7 County funding will consist of Flood Infrastructure Funds in the amount of Three Million Two Hundred Ten Thousand Dollars (\$3,210,000.00) plus an additional Two Hundred Ninety Thousand Dollars (\$290,000.00) worth of County earthwork for a total of Three Million Five Hundred Thousand Dollars (\$3,500,000; "Total County Funding").

2.0 COUNTY DUTIES

- 2.1 The County applied for and received funding approval from the Texas Water Development Board in June 2021 for the Basin Project. The County will allocate the TWDB funds received to pay for the construction of this stormwater project (HAC7).
- 2.2 The County will provide the required documentation and matching funds necessary

to secure the Flood Infrastructure Fund monies.

- 2.3 The County will provide all engineering designs for the location and construction of the Basin Project.
- 2.4 The County will work in good faith to coordinate with the City to locate the Basin south of the existing pipeline easement as requested by City to minimize the impact on future Landfill cells.
- 2.5 The County will provide to the City the survey and legal description necessary to accurately determine the location and configuration of the Basin site including the easement.
- 2.6 The County will perform any necessary rough grading operations, as determined by the County.
- 2.7 The County will also provide a topographic survey after the rough grading for the earthwork services operations are complete. The survey will be used to verify conformance with the rough grading plan and will be within one foot of the rough grading plan and within 5 acre-feet of the estimated earthwork volume to be completed by the County.
- 2.8 The County will assume responsibility for the maintenance of the Basin. It is anticipated that the Basin will be conducted on an annual basis, but this schedule may be subject to change based on the necessity and disposal of the cleared debris. This shall be solely at the discretion of the County.
- 2.9 The County will develop retention capacity within the Basin to capture stormwater runoff from the City's landfill cell (up to 200 acres in size) immediately coterminous to the County's Basin.
- 2.10 The County will use the Site only for the purposes stated in this Agreement and for no other purpose without the City's written consent.
- 2.11 At all times the County will in good faith use its best efforts to coordinate with the City on the use of the Site.
- 2.12 County will not cause or permit any mechanics' or other liens to be filed against the fee of the Site or against County's leasehold interests by reason of any work, labor, services, or material supplied.

3.0 MISCELLANEOUS

- 3.1 This Agreement is contingent upon receipt of the funding described above, by County.

- 3.2 **Term.** This Agreement shall become effective upon execution by both parties and approval by city council. The term of the Agreement shall be for 30 years commencing on date City Council approves the Agreement and terminating on January 31, 2053.
- 3.3 **Conflict with Applicable Law.** Nothing in this Agreement shall be construed to require the commission of any act contrary to law. In the event there is any conflict between any provision of this Agreement and any applicable law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment, contrary to which the parties have no legal right to contract, the latter shall prevail. The Agreement shall be modified only to the extent necessary to conform to the Agreement to the applicable law and bring the Agreement within the legal requirements and only during the time the conflicts exists.
- 3.4 **No Waiver.** No waiver by any party of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the provision or any other provision.
- 3.5 **Entire Agreement.** This Agreement contains the entire contract among the parties, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation or Agreements in connection with this Agreement not specifically set forth within this Agreement. This Agreement may be modified or amended only by Agreement in writing executed by the City and County, and not otherwise.
- 3.6 **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created under this Agreement are performable in El Paso County, Texas.
- 3.7 **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted under this Agreement shall be in writing and shall either be (i) personally delivered against a written receipt, (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the Parties at the addresses set forth below, or at another addresses as may have been specified by written notice delivered in accordance with this Agreement:

If to the City:

Ellen Smyth, P.E
Chief Transit and Field Operations Officer
Environmental Services Department
7968 San Paulo
El Paso, TX 79907
915-212-6000

If to County: County of El Paso
Attention: Office of the County Judge
500 E. San Antonio Avenue, Suite 301
El Paso, Texas 79901

With copy to: County Attorney
Attn: Erich A. Morales (or Successor)
500 E. San Antonio Avenue, Suite 503
El Paso, Texas 79901

Public Works Department
Attention: Norma R. Palacios (or Successor)
800 E. Overland, Suite 200
El Paso, Texas 79901

Each notice demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

- 3.8 **Additional Documents.** The Parties covenant and agree that they will execute any other further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
- 3.9 **Assignment.** This Agreement shall not be assignable.
- 3.10 **Authority to Execute.** The execution and performance of this Agreement by each of the Parties have been duly authorized by all necessary law, resolutions, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the Parties in accordance with its terms.
- 3.11 **Commitment of Current Revenues Only.** The County will pay for any expenses under this Interlocal Agreement out of current revenues only (including Grant/Loan Funds specifically awarded by the Texas Water Development Board, for the E1 HAC7 project). The County has not created or set any interest or sinking fund for obligations created under this Agreement. In the event that the governing body of any party does not appropriate sufficient funds to meet of the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. The County agrees to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903
- 3.12 **Severability.** Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part

of this Agreement will be deemed to have been stricken and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included.

- 3.13 **Indemnification.** To the extent allowed by law, the County shall indemnify and hold the City harmless from any loss, damage, or injury to any person or property arising from use of the Site by the County or its agents or invitees, or caused by any defect any improvement or equipment use arising from any act or omission of the County or any of its employees, agents, or invitees or from any accident or other casualty on the Site brought about by County's failure to maintain the premises in safe condition.

Signature page for the City of El Paso, Interlocal Agreement between the City of El Paso and the County of El Paso, Texas.

CITY OF EL PASO

Oscar Leaser


Mayor

Date: _____

ATTEST:

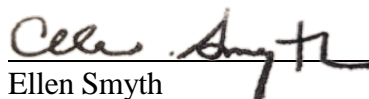
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:



Ellen Smyth
Chief Transit and Field Operations Officer

Signature page for El Paso County, Interlocal Agreement between the City of El Paso and El Paso County, Texas.



THE COUNTY OF EL PASO

ATTEST:

Ricardo A. Samaniego

Ricardo A. Samaniego
County Judge

Delia Briones

Delia Briones
County Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Norma R. Palacios

Norma R. Palacios
Executive Director of Public Works

E. A. Morales

Erich A. Morales
Assistant County Attorney

EXECUTED THIS 27th day of February, 2023.



Legislation Text

File #: 23-323, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

*Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.*

District 8

Streets and Maintenance, Mary Lou Espinoza, (915) 867-2629

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

That the City Manager is hereby authorized to sign an Amendment to the Lease Agreement with the Government of the Country of El Salvador, changing the effective date of November 1, 2022, for the lease of space located at 400 W. San Antonio, Suite B, El Paso, Texas 79901 and administratively approve non-material amendments as may be required to administer the Lease.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: March 14, 2023
PUBLIC HEARING DATE: March 14, 2023

CONTACT PERSON(S) NAME AND PHONE NUMBER: Mary Lou Espinoza, Capital Assets Manager,
(915) 867-2629

DISTRICT(S) AFFECTED: 8

STRATEGIC GOAL: No. 6: Set the Standard for Sound Governance and Fiscal Management

SUBGOAL: No. 6.6: Ensure continued financial stability and accountability through sound financial management, budgeting and reporting

SUBJECT:

A resolution authorizing the City Manager to sign an Amendment to the Lease Agreement with the Government of the Country of El Salvador, changing the effective date to November 1, 2022, for the lease of space located at 400 W. San Antonio, Suite B, El Paso, Texas 79901 and administratively approve non-material amendments as may be required to administer the Lease.

BACKGROUND / DISCUSSION:

On October 25, 2022, The City of El Paso entered into a new lease agreement with the Government of the County of El Salvador to continue the use of the property located within the Sun Metro Union Plaza Transit Terminal. The lease has an initial term of five (5) years with two (2) five-year options to extend. The annual rental fee for the property is \$38,959.92 with a 2% annual increase through the duration of the agreement and option periods.

PRIOR COUNCIL ACTION:

The initial lease was approved by City Council on December 12, 2018 and amended on December 15, 2020. That lease agreement expired December 19, 2022. A new lease agreement was approved on October 25, 2022.

AMOUNT AND SOURCE OF FUNDING:

N/A: This is a revenue generating item

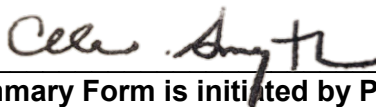
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Real Estate

SECONDARY DEPARTMENT: Sun Metro

*******REQUIRED AUTHORIZATION*******

DEPARTMENT HEAD: Ellen Smyth, Chief Transit and Field Operations Officer



(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the City Manager is hereby authorized to sign an Amendment to the Lease Agreement with the Government of the Country of El Salvador, changing the effective date of November 1, 2022, for the lease of space located at 400 W. San Antonio, Suite B, El Paso, Texas 79901 and administratively approve non-material amendments as may be required to administer the this Lease.

APPROVED this _____ day of _____, 2023.

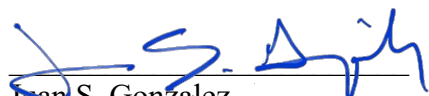
CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Mary Lou Espinoza
Capital Assets Manager

FIRST AMENDMENT TO LEASE AGREEMENT

WHEREAS, the City of El Paso ("Landlord" or "City") owns the premises and improvements located at 400 W. San Antonio, Suite B, El Paso, Texas, 79901("Premises").

WHEREAS, the parties desire to revise the Effective Date of the Agreement to reflect the intent of the Parties.

1. Page one of the Lease Agreement; the 1st sentence of the introductory paragraph is revised to read as follows:

2. All terms and conditions of the Agreement and all subsequent Amendments thereto, except as herein revised, shall remain in full force and effect.

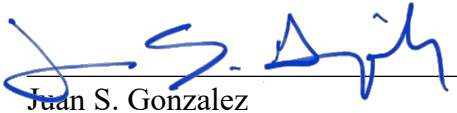
22-1004-1352 | 1227123
El Salvador Consulate Lease Amendment
JSG

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____
day of _____, 20____.

CITY OF EL PASO:

Tomás González
City Manager

APPROVED AS TO FORM:


Juan S. Gonzalez
Assistant City Attorney

APPROVED AS TO CONTENT:


Mary Lou Espinoza
Capital Assets Manager

ACKNOWLEDGEMENT

STATE OF TEXAS)
COUNTY OF EL PASO)

This Instrument was acknowledged before me on the _____ day of _____, 2023 by Tomás González, as City Manager of the City of El Paso, a municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

Notary's Commission Expires:
Notary's Name (printed)

(Tenant's Signature on following page)

TENANT:

The Government of the Country of El Salvador

By: Consul
Name: Ana Silvia Bonilla Torres
Title: [Signature]

ACKNOWLEDGEMENT

STATE OF Texas)
)
COUNTY OF El Paso)

This Instrument was acknowledged before me on the 28 day of February, 2023, by Ana Silvia Bonilla, as Consul of the Government of the, on behalf of said corporation Country of El Salvador

Notary Public, State of Texas

Angelica Emiliano

Notary's Commission Expires:

Notary's Name (printed)

Angelica Emiliano





Legislation Text

File #: 23-343, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Tax Office, Maria O. Pasillas, (915) 212-1737

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Approve a Resolution that the Taxpayer, EDWARD W. ARMENDARIZ, has met the requirements of Section 33.011 of the Tax Code for the request of waiver of penalties and interest and the City waives the penalty and interest amount on the 2022 delinquent taxes pursuant to Section 33.011(j)(1) of the Tax Code in the amount of \$568.96, for the property with the following legal description: 12 MESA DEL CASTILLO #4 LOT 18 10302.17 SQ FT.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: March 14, 2023
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Maria O. Pasillas, (915) 212-1737

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 6 – Set the Standard for Sound Governance and Fiscal Management

SUBGOAL: 6.11 Provide efficient and effective services to taxpayers

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? **OR AUTHORIZE** the City Manager to do what?
Be descriptive of what we want Council to approve. Include \$ amount if applicable.

Approve a resolution that the Taxpayer, EDWARD W. ARMENDARIZ, has met the requirements of Section 33.011 of the Tax Code for the request of waiver of penalties and interest and the City waives the penalty and interest amount on the 2022 delinquent taxes pursuant to Section 33.011(j)(1) of the Tax Code in the amount of \$568.96, for the property with the following legal description: 12 MESA DEL CASTILLO #4 LOT 18 10302.17 SQ FT.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

Pursuant to Section 33.011(j)(1) of the Tax Code, the governing body of a taxing unit shall waive penalties and interest on a delinquent tax of the taxpayer submits evidence sufficient to show that the taxpayer delivered payment for the tax before the delinquency to the United States Postal Service for delivery by mail, but an act or omission of the postal service resulted in the taxpayer's payment being postmarked after the delinquency date.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

Council has considered this previously on a periodic basis.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___ NO

PRIMARY DEPARTMENT: Tax Office

SECONDARY DEPARTMENT: N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:

Maria O. Pasillas

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

WHEREAS, pursuant to Section 33.011(j)(1) of the Tax Code, the governing body of a taxing unit shall waive penalties and interest on a delinquent tax of the taxpayer submits evidence sufficient to show that the taxpayer delivered payment for the tax before the delinquency to the United States Postal Service for delivery by mail, but an act or omission of the postal service resulted in the taxpayer's payment being postmarked after the delinquency date; and

WHEREAS, pursuant to Section 33.011(d) a request for waiver of penalties and interest pursuant to Section 33.011(j)(1) must be made before the 181st day after the delinquency date; and

WHEREAS, pursuant to Section 33.011(d) of the Tax Code, taxpayer, EDWARD W ARMENDARIZ (“Taxpayer”) requested a waiver of penalties and interest on February 24, 2023, before the 181st day after the delinquency date, in the amount of \$568.96 for the 2022 delinquent taxes for the property with the following legal description:

12 MESA DEL CASTILLO #4 LOT 18 10302.17 SQ FT

WHEREAS, taxpayer submits evidence sufficient to show that the taxpayer delivered payment for the tax before the delinquency to the United States Postal Service for delivery by mail, but an act or omission of the postal service resulted in the taxpayer's payment being postmarked after the delinquency date.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the Taxpayer, EDWARD W ARMENDARIZ, has met the requirements of Section 33.011 of the Tax Code for the request of waiver of penalties and interest and the City waives the penalty and interest amount on the 2022 delinquent taxes pursuant to Section 33.011(j)(1) of the Tax Code in the amount of \$568.96, for the property with the following legal description:

12 MESA DEL CASTILLO #4 LOT 18 10302.17 SQ FT

(Signatures Begin on Following Page)

APPROVED this ____ day of _____ 20__.

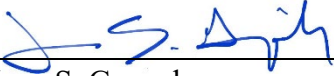
CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Maria O. Pasillas, RTA
City Tax Assessor/Collector



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-330, Version: 4

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

District 1

Capital Improvement Department, Yvette Hernandez, (915) 212-1860

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

A Resolution finding the Artcraft Project will have no adverse impact to the Sunset Terrace Linear Park, and that the City Council designates the City Engineer as the person authorized to certify this in writing.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: March 14, 2023
PUBLIC HEARING DATE: N/A
CONTACT PERSON(S) NAME AND PHONE NUMBER: Yvette Hernandez, (915) 212-1860
DISTRICT(S) AFFECTED: 1
STRATEGIC GOAL: No.7: Enhance and Sustain El Paso's Infrastructure Network
SUBGOAL: N/A

SUBJECT:

A Resolution finding the Artcraft Project will have no adverse impact to the Sunset Terrace Linear Park, and that the City Council designates the City Engineer as the person authorized to certify this in writing.

BACKGROUND / DISCUSSION:

TxDOT Artcraft Project includes the use of part of the Sunset Terrace Linear Trail and must comply with Section 4(f) which states that as an initial step, the regulations require coordination with the officials with jurisdiction in determining whether the property is significant and whether the use will have any adverse effects. The proposed project would permanently incorporate a portion of the Sunset Terrace Linear Park, which would result in the direct use of approximately 784 SF where it connects to Artcraft Road.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ___ YES ___ NO

PRIMARY DEPARTMENT: Capital Improvement Department

SECONDARY DEPARTMENT: Parks and Recreation Department

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

WHEREAS, Section 4(f) of the Department of Transportation Act and the Code of Federal Regulations under Chapter 23 outlines the requirements and regulations governing the use of land from publicly owned parks for Federal highway projects.

WHEREAS, the TxDOT Artcraft Project (the “Project”) includes the use of part of the Sunset Terrace Linear Trail, and must comply with Section 4(f) which states that the regulations require coordination with the officials with jurisdiction in determining whether the property is significant, and written concurrence of the officials with jurisdiction on finding whether the use will have any adverse effects; and

WHEREAS, City Council is the official with jurisdiction, and, after review by the City Engineer, wishes to authorize the City Engineer to execute the certification regarding the City’s finding that the property is significant, and that the use of land will not have any adverse effects.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. **THAT** City Council finds that the approximate 784 square feet of Sunset Terrace Park on which the use will take place has significance under 23 CFR 774.3, but there will be no adverse effects caused by the Project. The function of Sunset Terrace Linear Park will not be impaired and its function will not cease. Nor will the Project impair the function of the property as a whole. Therefore, these minor changes would have no adverse effect. The property would still possess its significance after the Project is complete.
2. **THAT** the City Council designates the City Engineer as the person authorized to certify in writing, the park land that the TxDOT Artcraft Project plans to use is:
 - (1) Significant per Section 4(f) and
 - (2) The project activities will not adversely affect the activities, features, or attributes that make the property eligible for Section 4(f) protection.

THAT the City Engineer will provide written certifications to TxDOT to coordinate on the next steps needed to comply with Section 4(f).

Signatures on the following page

PASSED AND APPROVED this ____ day of _____ 2023.

THE CITY OF EL PASO:

Oscar Leeser, Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

*Karla Saenz*_____
Karla Saenz
Assistant City Attorney

December 14, 2022

District: El Paso
County: El Paso
CSJ#: 3592-01-009
Highway: SH 178 (Artcraft Road)
Project Limits: Texas/New Mexico State Line to I-10
Section 4(f) Property: Sunset Terrace Linear Trail

**SUBJECT: NOTIFICATION OF INTENT TO PURSUE *DE MINIMIS* TO SECTION 4(f)
(23 CFR 774.3(b))**

Attn: Tommy Gonzalez
City of El Paso
300 N. Campbell
El Paso, Texas 79901

Dear Mr. Gonzalez:

In accordance with 23 CFR 774.3(b), we are seeking concurrence for the above referenced project, which will be carried out with Federal funds. This letter requests review and consultation concerning the determinations of significance and findings of no adverse effects within the project's area of potential effects (APE). TxDOT also intends to pursue a Section 4(f) *de minimis*.

The environmental review, consultation, and other actions required by applicable Federal environmental laws for this project are being, or have been, carried-out by TxDOT pursuant to 23 U.S.C. 327 and a Memorandum of Understanding dated December 9, 2019, and executed by FHWA and TxDOT.

Introduction

The Texas Department of Transportation (TxDOT) proposes operational improvements along the segment of State Highway (SH) 178 (Artcraft Road) that include installing four direct connectors at the interchange of Interstate Highway 10 (I-10) and SH 178 (Artcraft Road). Between I-10 and SH 20 (Doniphan Drive) improvements are planned to include access control measures, reconstruction, and extending existing frontage roads (approximately 1,000 feet) in both directions. Grade separated interchanges are also planned at Upper Valley Road and Westside Drive, with four elevated lanes over these intersections. These interchanges include entrance and exit ramps connecting with two-lane frontage roads.

The proposed project would permanently incorporate a portion of the Sunset Terrace Linear Park, which would result in the direct use of approximately 784 square feet (SF) (less than one percent total park area) where it connects to SH 178 (Artcraft Road). TxDOT would occupy an additional 22 square feet for temporary construction licenses. However, this area would be restored as park use.

A new shared use path at this location would be installed. The proposed project would not only maintain the continuity of the trail, but would also provide connectivity to the sidewalk along the westbound SH 178 (Artcraft) frontage road. As the project would not adversely affect the features, attributes, or activities qualifying Sunset Terrace Linear Park for protection under Section 4(f), TxDOT would seek a determination that the project would have a *de minimis* impact on this Section 4(f) property.

Determination of No Adverse Effects and Certification of Section 4(f) *De Minimis*

Survey determined that the Sunset Terrace Linear Park on which the **use** will take place has significance under the requirements of 23 CFR 774.3(b). In order to qualify for a Section 4(f) *de minimis*, it was established that the project activities will not adversely affect the activities, features, or attributes that make the property eligible for Section 4(f) protection.

The function of Sunset Terrace Linear Park will not be impaired and its function will not cease. Nor will the project impair the function of the property as a whole. Therefore, these minor changes would have no adverse effect. The property would still possess its significance after the project is complete.

If you feel that TxDOT has met the above requirements and have no additional comments about the project, then please endorse this letter and return it to us by February 3, 2023. This endorsement will signify your concurrence that there is no adverse effect to the above property. Additional information about Section 4(f) requirements can be found at the following or you may request additional information from TxDOT:

[http://environment.fhwa.dot.gov/\(S\(1vyep545s3wmhuubnvexkmm2\)\)/4f/index.asp](http://environment.fhwa.dot.gov/(S(1vyep545s3wmhuubnvexkmm2))/4f/index.asp)

**CONCUR: NO ADVERSE EFFECT
DETERMINATION OF *DE MINIMIS* IMPACT UNDER SECTION 4(f) GUIDELINES**

NAME: _____

Gvette Hernandez

[Insert Name and Title of Official with Jurisdiction]

DATE: 1/10/23

Conclusion

In accordance with 23 CFR 774.3(b), I hereby request your signed concurrence with the finding of no adverse effects. Furthermore, TxDOT determined that the proposed project activities meet the requirements of a *de minimis* finding under Section 4(f).

Thank you for your assistance with the federal review process. If you need further information, please call me at (915) 790-4323.

Sincerely,



Noemi L. Horn
Environmental Coordinator
TxDOT El Paso District

Cc: Samuel Rodriguez, Chief Operations Officer, City of El Paso
Sheetal Patel, P.E., Project Manager, TxDOT El Paso District
Kelvin Kroeker, P.E. Project Manager, HNTB
Shandrian Jarvis Ugwuoke, AICP, Deputy Project Manager, HNTB



Legislation Text

File #: 23-342, Version: 3

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

Districts 2 and 8

Capital Improvement Department, Yvette Hernandez, (915) 212-1860

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

That the City Manager is hereby authorized to sign an Amendment #1 to the Advance Funding Agreement between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, dated May 14, 2014 ("Original AFA"). The scope of work for the Original AFA were improvements to bridges along Interstate 10 along Porfirio Diaz Street to Missouri Avenue and aesthetic towers and bridge railing at the I-10/ US 54 Interchange between Copia Street and Chelsea Street. Amendment #1 replaces Attachment A of the Original AFA with attachment A-1, entitled Payment Provisions and Work Responsibilities, to reflect a decrease in the City's financial participation from \$10,000,000.00 to \$8,800,000.00

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: March 14, 2023
PUBLIC HEARING DATE: N/A
CONTACT PERSON(S) NAME AND PHONE NUMBER: Yvette Hernandez, (915) 212-1860
DISTRICT(S) AFFECTED: 2, 8
STRATEGIC GOAL: No.7: Enhance and Sustain El Paso's Infrastructure Network
SUBGOAL: N/A

SUBJECT:

That the City Manager is hereby authorized to sign an Amendment #1 to the Advance Funding Agreement between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, dated May 14, 2014 ("Original AFA"). The scope of work for the Original AFA were improvements to bridges along Interstate 10 along Porfirio Diaz Street to Missouri Avenue and aesthetic towers and bridge railing at the I-10/ US 54 Interchange between Copia Street and Chelsea Street. Amendment #1 replaces Attachment A of the Original AFA with attachment A-1, entitled Payment Provisions and Work Responsibilities, to reflect a decrease in the City's financial participation from \$10,000,000.00 to \$8,800,000.00.

BACKGROUND / DISCUSSION:

Aesthetic Improvements to include the following: bridge pedestrian railings, clean up and paint for bridges along Interstate 10, locations will be from Porfirio Diaz to Missouri Avenue (as identified as CSJ #2121-02-152 on page 1 of 2 of Attachment B) and the placement of Aesthetic Towers, bridge railings, and paint at direct connectors at Interstate 10 from Copia Street to Chelsea Street (as identified as CSJ #2121-02-155 on page 2 of 2 in Attachment B).

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ___ YES ___ NO

PRIMARY DEPARTMENT: Capital Improvement Department

SECONDARY DEPARTMENT:

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the City Manager is hereby authorized to sign an Amendment #1 to the Advance Funding Agreement between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, dated May 14, 2014 (“Original AFA”). The scope of work for the Original AFA were improvements to bridges along Interstate 10 along Porfirio Diaz Street to Missouri Avenue and aesthetic towers and bridge railing at the I-10/ US 54 Interchange between Copia Street and Chelsea Street. Amendment #1 replaces Attachment A of the Original AFA with attachment A-1, entitled Payment Provisions and Work Responsibilities, to reflect a decrease in the City’s financial participation from \$10,000,000.00 to \$8,800,000.00.

APPROVED this ____ day of _____ 2023.

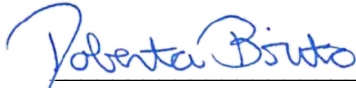
THE CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



Yvette Hernandez, P.E.
City Engineer

TxDOT:				Federal Highway Administration:	
CSJ #	2121-02-152 and 2121-02-155			CFDA No.	20.205
District #	24-ELP	AFA ID	Z00004888	CFDA Title	Highway Planning and Construction
Code Chart 64 #	13400				
Project Name	1-10 Bridge Enhancement & Aesthetic Development			<i>AFA Not Used For Research & Development</i>	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT AMENDMENT #1

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation ("State") and the City of El Paso, acting by and through its duly authorized officials ("Local Government").

WITNESSETH

WHEREAS, the State and the Local Government executed a contract on May 14, 2014 to effectuate their agreement to allow the Local Government to participate in an improvement generally described as Aesthetic Enhancements along Interstate 10 (Texas Transportation Commission Minute Order 113885) by funding that portion of the improvement described as Enhancement of Bridges along Interstate 10 from Porfirio Diaz Street to Missouri Avenue and Aesthetic Development Phase III from Copia Street (Loop 478) to Chelsea Street and,

WHEREAS, the Texas Department of Transportation's El Paso District, by letter dated May 13, 2014, notified the Local Government that the Local Government's participation would consist of an \$8,800,000 cash payment and a \$1,200,000 transfer from the I-10 at Airway Aesthetics project;

WHEREAS, it has become necessary to amend that contract to reflect the understanding of the parties;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

AGREEMENT

1. Description of Amended Items

Attachment A, Payment Provisions and Work Responsibilities, is deleted in its entirety and replaced by Attachment A-1, which is attached to and hereby made part of the contract.

All other provisions of the original contract are unchanged and remain in full force and effect.

2. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

TxDOT:				Federal Highway Administration:	
CSJ #	2121-02-152 and 2121-02-155			CFDA No.	20.205
District #	24-ELP	AFA ID	Z00004888	CFDA Title	Highway Planning and Construction
Code Chart 64 #	13400				
Project Name	1-10 Bridge Enhancement & Aesthetic Development			AFA Not Used For Research & Development	

Each party is signing this amendment on the date stated under that party's signature.

THE LOCAL GOVERNMENT

The City of El Paso


 Samuel Rodriguez, P.E. Chief Operations Officer
 For Tomás González, City Manager

 Date


 Yvette Hernandez, P.E.
 City Engineer

 3/6/23

Date


 Roberta Brito
 Assistant City Attorney

 03/06/2023

Date

THE STATE OF TEXAS

 Tomas Trevino, P.E.
 El Paso District Engineer
 Texas Department of Transportation

 Date

TxDOT:				Federal Highway Administration:	
CSJ #	2121-02-152 and 2121-02-155			CFDA No.	20.205
District #	24-ELP	AFA ID		CFDA Title	Highway Planning and Construction
Code Chart 64 #	13400				
Project Name	1-10 Bridge Enhancement & Aesthetic Development			AFA Not Used For Research & Development	

ATTACHMENT A PAYMENT PROVISION AND WORK RESPONSIBILITIES

The Local Government will participate in the cost of the construction of Enhancements and Aesthetic Improvements to include the following: bridge pedestrian railings, clean up and paint for bridges along Interstate 10, locations will be from Porfirio Diaz to Missouri Avenue (as identified as CSJ #2121-02-152 on page 1 of 2 of Attachment B) and the placement of Aesthetic Towers, bridge railings, and paint at direct connectors at Interstate 10 from Copia Street to Chelsea Street (as identified as CSJ #2121-02-155 on page 2 of 2 in Attachment B). The Local Government's participation is 88% of the cost of construction. and all overruns will be the responsibility of the State. Engineering and Environmental has been completed by TxDOT. The Local Government's estimated participation of this work is \$8,800,000 including all construction items and contingencies. The State has estimated the project budgets to be as follows:

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
CONSTRUCTION COSTS							
Bridge Crossings from Porfirio Diaz to Missouri Avenue CSJ 2121-02-152	\$5,000,000	0%	\$0	12%	\$600,000	88%	\$4,400,000
Aesthetic Improvements From Copia St to Chelsea St. CSJ 2121-02-155	\$5,000,000	0%	\$0	12%	\$600,000	88%	\$4,400,000
Subtotal	\$10,000,000	0%	\$0	0%	\$1,200,000	100%	\$8,800,000
Direct State Costs	\$25,000	0%	\$0	100%	\$25,000	0%	\$0
Indirect State Costs	\$483,000	0%	\$0	100%	\$483,000	0%	\$0
TOTAL	\$10,508,000	\$0		\$1,708,000		\$8,800,000	

Direct State Cost will be the responsibility of the State as these are on-system projects and will be based on actual charges.

Local Government's Participation (88%) = \$8,800,000

This is an estimate only, final participation amounts will be based on actual charges to the project.

I-10 Bridge Enhancement & Aesthetic Development 2014 Funds Use

March 14, 2023



Background

- TxDOT was awarded \$10M in TTC/STP flex funds
- TxDOT proposed projects were not eligible for the TTC/STP flex funds: improvements to bridges along I-10 from Porfirio Diaz to Missouri and adding new bridge railings and aesthetic towers to the I-10/US54 Interchange between Copia and Chelsea
- The City had projects that were eligible uses of TTC/STP flex funds
- The original agreement allowed for the swap of \$10M funds between the City and TxDOT
- The amended agreement presented today states that the City's responsibility decreased from the original \$10M to \$8.8M based on cost of the I-10 bridge improvements and TxDOT will cover the remaining \$1.2M as well as overruns of the City projects

COEP Projects

	Cost
Street Median and Parkway Landscaping	\$ 6,909,760.00
Two Pedestrian Overpasses over UPRR Bataan	
Memorial Trainway	\$ 2,857,410.00
Downtown El Paso Pedestrian Wayfinding Program	\$ 859,040.00
Total Project Cost Paid by TxDOT	\$ 10,626,210.00

TxDOT Projects

	Cost
Improvements to bridges along I10 / US54	\$ 8,800,000.00
Total Project Cost Paid by COEP 2014 Cos	

Street Median and Parkway
Landscaping



Two Pedestrian Overpasses over
UPRR Bataan Memorial Trainway



Downtown El Paso Pedestrian
Wayfinding Program





Thank you



Legislation Text

File #: 23-351, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Animal Services Department, Terry Kebschull, (915) 212-8742

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

A Resolution that the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and El Paso County for a basic pet enrichment and care program for a term of one (1) year with an option to continue the program two (2) additional one (1) year periods.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE:
PUBLIC HEARING DATE:

CONTACT PERSON(S) NAME AND PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ____ YES ____ NO

PRIMARY DEPARTMENT:
SECONDARY DEPARTMENT:

*******REQUIRED AUTHORIZATION*******

DEPARTMENT HEAD: *Lory K Keboahull*

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the Mayor be authorized to sign an Interlocal Agreement between the CITY OF EL PASO (“City”) and the EL PASO COUNTY (“County”) for a basic pet enrichment and care program for a term of one (1) year with an option to continue the program for two (2) additional one (1) year periods.

ADOPTED this ____ day of March 2023.

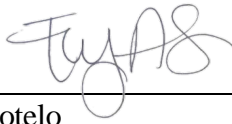
CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:

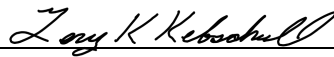
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Evy A. Sotelo
Assistant City Attorney

APPROVED AS TO CONTENT:



Terry K. Kebschull, Director
Animal Services Department

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN EL PASO COUNTY AND
THE CITY OF EL PASO
FOR A BASIC PET ENRICHMENT AND CARE PROGRAM**

This Interlocal Agreement is entered into in accordance with Chapter 791 of the Texas Government Code, between the City of El Paso (“City”), a home-rule municipality located in El Paso County, Texas, and El Paso County (“County”), Texas, a political subdivision of the State of Texas, as it relates to the BASIC PET ENRICHMENT AND CARE PROGRAM (“Program”).

WHEREAS, pets housed in City shelter facilities have an increased probability of successful adoption and safe behavior if they are well socialized and healthy; and

WHEREAS, individuals incarcerated in County facilities have increased chances of employment upon release if during their detention they have developed professional skills; and

WHEREAS, the City’s goals of ensuring adoptability and the County’s goals of ensuring post-incarceration success are both served by educating the incarcerated to become knowledgeable in animal welfare and enrichment through their hands-on care of shelter dogs;

WHEREAS, this Agreement between the City and County contributes to the welfare, health, and safety of both City and County residents, and

WHEREAS, the parties have determined that valid public purposes of City and County of enhancing El Paso’s quality of life and promoting a healthy and sustainable community, will be served by their performance in this Agreement.

NOW, THEREFORE, in consideration of the agreements and covenants contained herein, City and County agree to the terms and conditions stated in this Agreement for a pilot Basic Pet Enrichment and Care Program.

A. DEFINITIONS

1. In this Agreement,
 - a. City is the City of El Paso, Texas
 - b. County is El Paso, Texas
 - c. Resident Animal Care Attendants (ACA) are inmates identified as participants in this Program.
 - d. Program is the Basic Pet Enrichment and Care Program established by this Interlocal Agreement. City and County may allow Resident ACAs to identify an informal name or acronym for the Program, however for purposes of branding and marketing, City and County retain ownership of the official name of program.
 - e. Program Pets are the shelter canines and felines identified as eligible to participate in this Program.

B. PARTIES' RESPONSIBILITIES

1. Mutual Obligations.

- a. Identify a Primary Contact at the City and at the County for purposes of Program management.
- b. Primary Contacts will develop a mutually agreed schedule for the pilot Program's first year. This first year will include four 3-month quarters. Each quarter will include a program assessment with the Primary Contacts and any necessary support personnel. A final assessment will be conducted during the last month of the Pilot Program. The Program will continue if the Primary Contacts agree the Pilot Program is deemed successful.
- c. Primary Contacts may develop a mutually agreed schedule for the Program's second and third year. The second and third year will include four 3-month quarters. Each quarter will include a program assessment with the Primary Contacts and any necessary support personnel.

2. County Obligations. County agrees to:

- a. Transport available Resident ACAs to City shelter facilities where Resident ACAs can care for Program Pets. The El Paso County Sheriff's Office will provide an adequate number of Detention Officers to supervise Resident ACAs.
- b. Establish a screening process conducted by the El Paso County Sheriff's Office, subject to City approval, by which Resident ACAs are selected as appropriate candidates for this Program. This screening process will be conducted each time a new Resident ACA is selected to participate in the Program. Inmates who have been charged with any violent or animal-related crimes and inmates who have had violence-related issues while incarcerated are not eligible;
- c. Ensure that Resident ACAs treat Program Pets humanely and appropriately while in their care;
- d. Ensure Program Pets are under supervision at all times and cared for per City guidelines (Attachment A);
- e. Immediately notify the City if any Program Pet becomes sick, injured, lost, stolen, loose, deceased, or exhibits any remarkable change in behavior; and
- f. Meet regularly with the City Primary Contact regarding Program concerns, issues, or suggestions.

3. City Obligations. City agrees to:

- a. Train Resident ACAs in cleaning and disinfecting cages, pens, kennels and yards, as well as, feeding and watering animals according to schedule. Resident ACAs will also assist in checking for obvious signs of illness or injury and transferring animals between holding areas.
- b. Resident ACAs will also be trained in basic grooming and training of animals and will perform this duty as identified and needed.
- c. Meet quarterly with the County Primary Contact regarding Program concerns, issues, or suggestions.

C. TERM

1. Length of Term. This Agreement is effective on the date on which the last party signs it. The Agreement is for a one-year term, with the option to continue the program for two additional one-year periods.
2. Termination. County or City may by written notice to the other party, terminate this Agreement (i) as expressly permitted by other provisions of this Agreement or (ii) if either party breaches any representation, warranty, or covenant of this Agreement and does not cure the breach within 30 days after written demand by the complaining party.
3. Either party may terminate this Agreement at any time by giving the other party written notice of its intent to terminate at least 30 days prior to the effective date of the termination. Upon termination of this Agreement, neither party has any obligations to the other party.

D. GENERAL PROVISIONS

1. Notices. Any notice required or permitted by this Agreement is sufficient for all purposes if delivered in writing via postal service, hand delivery or by fax to the applicable party at its address below or at any other address designated by such party in writing.

City: Animal Services Director
5001 Fred Wilson Ave.
El Paso, Texas 79906

County: El Paso County Sheriff
3850 Justice Dr.
El Paso, Texas 79938

2. Relationship of Parties. County's relationship to City is that of independent contractor, and County has only the duties expressly set forth in this Agreement.
3. No Third-Party Beneficiaries. Nothing in this Agreement is intended to benefit or give any rights to any person other than the parties.
4. Law and Venue. This Agreement is governed by the laws of the State of Texas and all obligations under this agreement are performable in El Paso County, Texas.
5. Force Majeure. Each party shall be relieved of any obligation to the extent that its ability to perform that obligation is prevented or impaired by any cause generally recognized under Texas law as constituting impossible conditions.
6. Entire Agreement; Full Satisfaction of Obligations. This Agreement, including Attachment A, represents the full and final agreement between the parties and supersedes all prior written and verbal communications, understandings and/or agreements.
7. No Waiver. The parties shall not construe any course of conduct, verbal waiver, or consent as a waiver of any rights of the other party.
8. Amendments. No amendment to this Agreement shall be binding on the parties unless set forth in writing and signed by the party sought to be bound. Each party

is on notice as to the legal requirements relating to authorizing waivers or amendments by the other party.

9. Indemnification. County shall not be liable to City for any claims, damages, or attorney's fees arising from the intentional acts or negligence or wrongful acts or omissions of City officials, employees, or Program Pets. City shall not be liable to County for any claims, damages, or attorneys' fees arising from the intentional acts or negligence or wrongful acts or omissions of County officials or employees. For any claims, damages, and attorney fees arising from the intentional acts or negligent or wrongful acts or omissions of City or County employees in relation to their respective obligations in this Agreement, if both parties are liable, City and County shall be liable for the portion of the claims, damages, and attorney fees that arise from the intentional acts or negligent or wrongful acts or omissions of that party as determined by the court adjudicating the matter or as agreed in any settlement.
10. Mediation. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, each party shall choose a mediator within ten business days of the date they agree to mediate. If City and County choose different mediators, then the two chosen by City and County shall together choose a third person who will be the sole mediator. Representatives of each party shall meet with the mediator in El Paso at mutually agreed upon times. The costs of mediation shall be shared equally by the parties. Unless both parties are satisfied with the results of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. & REM. CODE, §154.073, unless both parties agree, in writing, to waive the confidentiality.
10. Legal Authority. Each party represents to the other that it is duly authorized to enter into and perform this Agreement in accordance with its terms.
11. Effective Date. This Agreement is effective on the last date signed below.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

APPROVED this _____ day of _____, 2023.

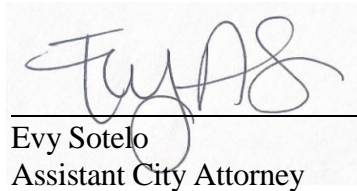
CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

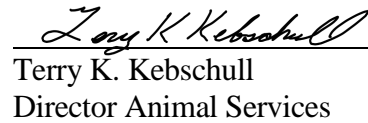
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Evy Sotelo
Assistant City Attorney

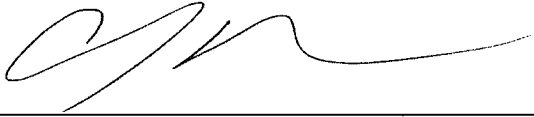
APPROVED AS TO CONTENT



Terry K. Kebschull
Director Animal Services

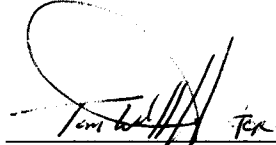
COUNTY OF EL PASO

APPROVED AS TO FORM:

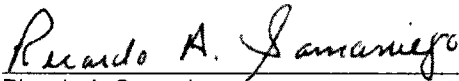


Carlos G. Madrid
Assistant County Attorney

APPROVED AS TO CONTENT



Sheriff Richard D. Wiles
El Paso County Sheriff



Ricardo A. Samaniego
El Paso County Judge

Attachment A

Dogs 101 Daily Care List

Kennel Cleaning:

- Animals will be removed from kennels prior to cleaning.
- All solid material such as spilled food and feces will be scooped prior the washing and disinfecting kennels.
- Kennels will be squeegeed to remove excess water.
- Fresh food and water will be placed in the kennel.
- Only the animal(s) removed from the cleaned kennel will be placed back in the kennel
- Kennels must be secured prior to moving on to clean the next kennel.

Feeding:

- Dogs and cats will be fed daily. Only the amount instructed by El Paso Animal Services is to be given. Fresh food and water must be available to animals at all times.
- Only food supplied from EPAS is to be given to the dogs, including treats for training and enrichment.
- No one is to interrupt the dogs while they are eating. Interruptions can be anything that disrupts the dog from eating, such as praise, petting, brushing etc.

Daily Exercise and Enrichment:

- Dogs may be walked daily in addition to having off-leash play time with the direction of EPAS staff.
- Dogs will be walked only in areas allowed by County Staff.
- Dogs must be allowed to relieve themselves at these times. Resident ACA are required to pick up feces for disposal. Baggies will be supplied by EPAS for this purpose.
- Off leash, outside play must be supervised at all times.

Housing:

- Dogs must be secured whenever Resident ACAs leave the kenneling area.
- Dogs are allowed to be outside their kennel with the Resident ACA when the animal is leashed.

Equipment:

- Only the leash, harness and collar provided by El Paso Animal Services are to be used on the dogs.
- Collars with ID tags must remain on the dogs at all times.

Training:

- At appropriate times, Resident ACAs may practice basic clicker training with the dogs. Resident ACAs may also participate in play groups.
- Only positive reinforcement style training taught by El Paso Animal Services staff and volunteers is to be used without exception.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-313, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

Members of the City Council, Representative Alexsandra Annello, (915) 212-0002

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Alfredo Borrego to the City Plan Commission by Representative Alexsandra Annello, District 2.



Board Appointment Form

City Clerk

Submitted On:

Feb 22, 2023, 10:13AM MST

Appointing Office	Representative Alexandra Annello, District 2
Agenda Placement	Consent
Date of Council Meeting	Tuesday, February 28, 2023
Name of Board	City Plan Commission
Agenda Posting Language	Appointment of Alfredo Borrego to the City Plan Commission by City Representative Alexandra Annello, District 2.
Appointment Type	Regular
List the nominee's qualifications to serve on this Board	Background in the El Paso, Juarez, and Southern New Mexico industrial region.
Nominee Name	Alfredo Borrego
Nominee Email Address	[REDACTED]
Nominee Residential Address	[REDACTED]
Nominee Primary Phone Number	[REDACTED]
Which District does the nominee reside in?	[REDACTED]
Does the appointee have a relative working for the City?	N/A
Has the appointee been a member of any other city boards?	Yes, he served on the Community Development Steering Committee
List all real estate owned in El Paso County	[REDACTED]
Previous Appointee	Martina Lorey
Reason for Vacancy	Resigned
Date of Appointment	February 28, 2023
Term Begins On	May 02, 2022
Term Expires On	May 01, 2024
Term	Unexpired Term*
Upload File(s)	Borrego Resume.pdf

*in order to realign term dates, this appointment will be treated as an unexpired term
AM

Alfredo Borrego

Boards & Commissions

Help my community by serving on a city board or commission

Experience

2001 - Current

President – Alco Machine Tool & Steel Inc

Serve the El Paso, Juarez and Southern New Mexico industrial region with all types of precision CNC, Manual Machining and Welding

1990 - 2000

President – Ajax Metal Cut Inc

Serve the El Paso, Juarez and Southern New Mexico industrial region with all types of precision CNC, Manual Machining and Welding

Education

1976 - 1979

High School & Vocational

Burges High & El Paso Technical

Skills

- Leadership
- Design
- Safety
- Problem Solving

Contact

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-322, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

Members of the City Council, Representative Isabel Salcido, (915) 212-0005

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Ryan Woodcraft to the Ethics Review Commission by Representative Isabel Salcido, District 5.



Board Appointment Form

City Clerk

Submitted On:

Feb 27, 2023, 04:08PM MST

Submitted By:

Ivan Nino

Appointing Office	Representative Isabel Salcido, District 5
Agenda Placement	Consent
Date of Council Meeting	Tuesday, March 14, 2023
Name of Board	Ethics Review Commission
Agenda Posting Language	Ryan Woodcraft to the Ethics Review Commission by Representative Isabel Salcido, District 5.
Appointment Type	Regular
List the nominee's qualifications to serve on this Board	Masters in leadership. Army veteran. Masters in leadership, bachelors in IT management.
Nominee Name	Ryan Woodcraft
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Which District does the nominee reside in?	
Does the appointee have a relative working for the City?	n/a
Has the appointee been a member of any other city boards?	N/A
List all real estate owned in El Paso County	
Previous Appointee	Mark C Walker
Reason for Vacancy	Term Expired
Date of Appointment	February 28, 2023
Term Begins On	February 21, 2023
Term Expires On	February 20, 2025
Term	1st Term
Upload File(s)	Ryan Woodcraft Resume FEB23.pdf

RYAN WOODCRAFT



A teachable leader who stays current with changes and can independently apply training and experience to any assignment or situation. A passionate, loyal, energetic leader who is invested in the mission while focusing on seeing, owning, and diligently working towards the 'why' of the vision without fixating on the 'what' of the task at hand. Understands that culture supersedes vision and will strive to create a workplace culture to be proud of.

EXPERIENCE

JUNE 2022 – PRESENT

NETWORK INTEGRATION PLANNER, JANUS RESEARCH GROUP

- Air/Ground Network Integration Planner supporting the U.S. Army Joint Modernization Command
- This position concentrates on the integration of aerial and ground based platforms and networking capabilities of Army, Navy, Air Force, Marine Corps, Special Operations, Space, Cyber, and multinational partners, culminating in the publication of a robust communications architecture which facilitates air-ground command and control operations during large-scale combined exercises.

FEBRUARY 2022 – MAY 2022

SUBSTITUTE TEACHER, SOCORRO INDEPENDENT SCHOOL DISTRICT

- Provided classroom instruction to students as outlined in lesson plans left by the teacher or administrator.
- Always interacted in respectful ways with students, maintaining a physically and emotionally safe, supportive learning environment that is characterized by efficient and effective routines, clear expectations for all student behavior, and organization that maximizes student learning.
- Created a classroom that is conducive to learning and appropriate to the maturity and interests of students.

JULY 2001 – AUGUST 2022

INTERFACE CONTROL OFFICER, UNITED STATES ARMY

- Participated with numerous Integrated Product Teams and Cross Functional Teams to provide standard operating procedures for joint interoperability across Multi-Domain Operations within the Joint All-Domain Command and Control construct.
- Trained over 1,800 Service Members in tactical data link operations across critical mission areas for the Department of Defense. Established a robust framework to train, develop, qualify, and continuously assess the performance and capability of over 40 Instructors across 75 training courses for Multi-National training programs.
- As the Chief Operating Officer for a 450-person organization, led the planning effort for the simultaneous movement of personnel from Tennessee to Iraq and Afghanistan.

EDUCATION

2018

MS; LEADERSHIP, TRIDENT UNIVERSITY INTERNATIONAL

Summa Cum Laude

- Demonstrate mastery of contemporary leadership theories through application and practice.
- Utilize critical thinking to evaluate the interdependencies of organizational systems at various levels, including its people, structures, culture, and tasks, to optimally guide decision-making.
- Demonstrate ethical and reasoned decision-making and action in organizational leadership.
- Lead an organization through transformative change while working to adapt to the complex challenges that exist within the internal organization and the external environment.
- Apply information literacy and independent research skills to make sound decisions.
- Utilize oral and written communication skills to develop and deliver persuasive presentations.

2015

BS; IT MANAGEMENT, TRIDENT UNIVERSITY INTERNATIONAL

Summa Cum Laude

- Apply knowledge of information technologies and their effective management.
- Communicate effectively to accomplish information technology management solutions.
- Analyze computing hardware and software configurations to identify solutions.
- Apply information technology decisions in support of organizational strategies.
- Evaluate practices and uses of information and information systems within organizations.
- Explain professional, ethical, legal, security and social issues and responsibilities.

VOLUNTEER EXPERIENCE

DECEMBER 2019 - PRESENT

EXECUTIVE DIRECTOR, MANNA CHURCH EL PASO

- Lead Sunday worship experiences.
- Plan, coordinate, and execute monthly community outreaches.
- Resource and facilitate multiple small groups and bible studies.
- Lead the Growth Track Small Group Series focused on leadership development.

JANUARY 2020 - PRESENT

ASSISTANT BASEBALL COACH, EL PASO GIANTS (13U)

- Teach fundamental and advanced fielding concepts
- Practice baserunning techniques and timing drills.
- Focus on the mechanics of proper hitting and body positioning.

REFERENCES

AVAILABLE UPON REQUEST FOR FOCUSED AREAS OF INTEREST



Legislation Text

File #: 23-344, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Tax Office, Maria O. Pasillas, (915) 212-1737

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than \$2,500.00. (See Attachment B).

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: March 14, 2023

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Maria O. Pasillas, (915) 212-1737

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 6 – Set the Standard for Sound Governance and Fiscal Management

SUBGOAL: 6.11 Provide efficient and effective services to taxpayers

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? **OR AUTHORIZE** the City Manager to do what?
Be descriptive of what we want Council to approve. Include \$ amount if applicable.

That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than \$2,500.00. (See Attachment B).

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

Approve property tax overpayment refunds greater than \$2,500.00, per the Texas Property Tax Code, Sec. 31.11 – Refunds of Overpayments or Erroneous Payments.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

Council has considered this previously on a routine basis.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Tax Office

SECONDARY DEPARTMENT: N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:


Maria O. Pasillas

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

TAX REFUNDS
March 14, 2023

1. Pave Nest, in the amount of \$4,623.24 made an overpayment on January 30, 2023 of 2022 taxes.
(Geo. #C518-999-1230-3300)
2. Mimbela Investments LLC, in the amount of \$3,197.83 made an overpayment on January 30, 2023 of 2022 taxes.
(Geo. #D415-999-0010-4500)
3. Miguel Angel Aguilar, in the amount of \$5,894.43 made an overpayment on January 31, 2023 of 2022 taxes.
(Geo. #E014-999-0720-8100)
4. Ana Lumbreras, in the amount of \$3,637.28 made an overpayment on January 31, 2023 of 2022 taxes.
(Geo. #E369-000-0390-1300)
5. Yolanda Corral, in the amount of \$2,690.72 made an overpayment on January 31, 2023 of 2022 taxes.
(Geo. #L198-999-0010-4300)
6. Fidel Apodaca, in the amount of \$6,998.92 made an overpayment on January 31, 2023 of 2022 taxes.
(Geo. #R860-000-0030-2000)

Laura D. Prine
City Clerk



Maria O. Pasillas, RTA
Tax Assessor Collector

TAX OFFICE
RECEIVEDTAX OFFICE
RECEIVED
FEB 09 2023

MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

PAVE NEST
9704 CARNEGIE AVE
EL PASO, TX 79925

OP ✓
+2500

Geo No. C518-999-1230-3300	Prop ID 367571
Legal Description of the Property 123 CIELO VISTA PARK #W LOT 17 (8360 SQ FT) 8625 GROVER DR OWNER: PAVENEST LLC	

2022 OVERAGE AMOUNT \$4,623.24

1: CITY OF EL PASO, 3: EL PASO ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND:

This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name:			
	Address:			
	City, State, Zip:			
Daytime Phone No.:		E-Mail Address:		
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Payment made by:	Check No.	Date Paid	Amount Paid
	Check	5087412	1/30/23	\$4623.24
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
	<input type="checkbox"/> I want this payment applied to next year's taxes.			
	<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, 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. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED)		PRINTED NAME & DATE	
 Received POP MAR 01 2023 JMC 3/6/23		Raul Zamora 2/6/23		
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: N.A. Date: 3-1-23				



TAX OFFICE
RECEIVED
FEB 08 2023

MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

MIMBELA INVESTMENTS
4421 APOLLO AVE
EL PASO, TX 79925

OP
+2500

Geo No. D415-999-0010-4500	Prop ID 19478
Legal Description of the Property 1 DESERT AIRE PARK LOT 45 (5865.00 SQ FT) 6636 STAR OF INDIA LN 79924	
OWNER: MIMBELA INVESTMENTS LLC	

2022 OVERAGE AMOUNT \$3,197.83

1: CITY OF EL PASO, 5: YSLETA ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND:

This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: <u>Mimbela Investments LLC</u>			
	Address: <u>4421 Apollo Avenue</u>			
	City, State, Zip: <u>El Paso TX 79904</u>			
	Daytime Phone No: <u>(915) 751-2760</u>		E-Mail Address: <u>Chacha@mimbela.com</u>	
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Payment made by:	Check No.	Date Paid	Amount Paid
	<u>Echeck</u>	<u>5069981</u>	<u>1/30/23</u>	<u>3197.83</u>
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
	<input type="checkbox"/> I want this payment applied to next year's taxes.			
	This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, 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. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED)		PRINTED NAME & DATE	
	<u>[Signature]</u>		<u>Jim Mimbela Sr. 2/6/23</u>	
TAX OFFICE USE ONLY:	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Denied	By: <u>N.H</u>	Date: <u>2-23-23</u>



MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

TAX OFFICE
RECEIVED
FEB 27 2023

AGUILAR MIGUEL
3628 HEALY DR
EL PASO, TX 79936-0750

OP
+2500

Geo No. E014-999-0720-8100	Prop ID 94182
Legal Description of the Property 72 EAST EL PASO 23 & 24 (7000 SQ FT) 3606 WYOMING AVE	
OWNER: AGUILAR MIGUEL	

2022 OVERAGE AMOUNT \$5,894.43

1: CITY OF EL PASO, 3: EL PASO ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND:

This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: MIGUEL ANGEL AGUILAR ✓			
	Address: 3628 Healy Dr. ✓			
	City, State, Zip: El Paso Tx 79936 ✓			
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No.: 915 270-8958		E-Mail Address:	
	Payment made by:	Check No.	Date Paid	Amount Paid
	Miguel Aguilar	Cash	1-31-23	
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account Please refund the excess to the address listed in Step 1.			
	<input type="checkbox"/> I want this payment applied to next year's taxes.			
	<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, 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. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED)		PRINTED NAME & DATE	
		MIGUEL ANGEL AGUILAR 2-24-23 ✓		

TAX OFFICE USE ONLY: ☒ Approved ☐ Denied By: N.H. Date: 3-6-23



TAX OFFICE
RECEIVED
FEB 08 2023

MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

ANA LUMBRERAS
7814 TAXCO DR
EL PASO, TX 79915

OP
+2500 ✓

Geo No. E369-000-0390-1300	Prop ID 325800
Legal Description of the Property 39 EL PASO HILLS REPLAT A LOT 13 (5848.00 SQ FT)	
13379 COLINA CORONA DR 79928	
OWNER: LUMBRERAS ANA	

2022 OVERAGE AMOUNT \$3,637.28

6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO, 9: SOCORRO ISD, 14: HORIZON REGIONAL MUD, 15: EMERG. SERVICES DIST #1

Dear Taxpayer:

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APPLICATION FOR PROPERTY TAX REFUND:

This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: Ana Lumbieras			
	Address: 7814 Taxco Dr ✓			
	City, State, Zip: El Paso, TX 79915			
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No.: 719-510-0440		E-Mail Address: analumbieraspac@gmail.com	
	Payment made by:	Check No.	Date Paid	Amount Paid
	Echeck	Transaction ID: 5164834	1/31/23	3,637.28
	Echeck	5164804	1/31/23	3,637.28
TOTAL AMOUNT PAID (sum of the above amounts)				
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/>	I paid this account in error and I am entitled to the refund.		
	<input checked="" type="checkbox"/>	I overpaid this account. Please refund the excess to the address listed in Step 1. ✓		
	<input type="checkbox"/>	I want this payment applied to next year's taxes.		
Step 4. Sign the form. Unsigned applications cannot be processed.	This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
	By signing below, 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. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED)		PRINTED NAME & DATE	
	Ana Lumbieras		Ana Lumbieras 2/4/23 ✓	
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: N/A Date: 2-22-23 ✓				



TAX OFFICE
RECEIVED
FEB 24 2023

MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

YOLANDA CORRAL
1904 CROW DR
EL PASO, TX 79935

OP ✓
+2500

Geo No. L198-999-0010-4300	Prop ID 120117
Legal Description of the Property 1 LANCASTER LOT 22 601 LANCASTER DR 79907	
OWNER: CORRAL RODOLFO & YOLANDA	
2022 OVERAGE AMOUNT \$2,690.72	

1: CITY OF EL PASO, 5: YSLETA ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO

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APPLICATION FOR PROPERTY TAX REFUND:

This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: Yolanda Corral ✓			
	Address: 1904 Crow Dr ✓			
	City, State, Zip: El Paso TX 79935			
	Daytime Phone No.: 915-630-2353		E-Mail Address: YCorral777@aol.com	
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Payment made by:	Check No.	Date Paid	Amount Paid
	Yolanda Corral	e-check	1/5/23	\$2690.72
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input checked="" type="checkbox"/>	I paid this account in error and I am entitled to the refund.		
	<input checked="" type="checkbox"/>	I overpaid this account. Please refund the excess to the address listed in Step 1. ✓		
	<input type="checkbox"/>	I want this payment applied to next year's taxes.		
	<input type="checkbox"/>	This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):		
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, 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. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED)		PRINTED NAME & DATE	
	Yolanda Corral		Yolanda Corral 2/24/23 ✓	
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: N.N Date: 2-24-23 ✓				



CITY TAX OFFICE

FEB 27 2023

MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

FIDEL APODACA
11425 DELANO DR
EL PASO, TX 79927

OP ✓
+2500

Geo No. R860-000-0030-2000	Prop ID 12674
Legal Description of the Property 3 ROSEVILLE LOT 20 (20400 SQ FT) 11425 DELANO DR OWNER: APODACA FIDEL	
2022 OVERAGE AMOUNT \$6,998.92	

4: CITY OF SOCORRO, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO, 9: SOCORRO ISD, 25: LWR VALLEY WTR DISTRICT, 27: EMERG. SERVICES DIST. #2

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND:

This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:				
	Name: Fidel Apodaca				
	Address: 11425 Delano Dr ✓				
	City, State, Zip: El Paso, TX 79927 ✓				
	Daytime Phone No: (915) 373-4483		E-Mail Address:		
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Payment made by:		Check No.	Date Paid	Amount Paid
	E-Check			1/31/23	\$6,998.92
	TOTAL AMOUNT PAID (sum of the above amounts)				
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:				
	<input type="checkbox"/>	I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/>	I overpaid this account. Please refund the excess to the address listed in Step 1. ✓			
	<input type="checkbox"/>	I want this payment applied to next year's taxes.			
	<input type="checkbox"/>	This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, 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. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)				
	SIGNATURE OF REQUESTOR (REQUIRED)			PRINTED NAME & DATE	
	Fidel Apodaca			Fidel Apodaca 2/21/23 ✓	
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: NA Date: 2-27-23					


ATTACHMENT B

TAX REFUNDS

March 14, 2023

1. Pave Nest, in the amount of \$4,623.24 made an overpayment on January 30, 2023 of 2022 taxes.
(Geo. #C518-999-1230-3300)
2. Mimbela Investments LLC, in the amount of \$3,197.83 made an overpayment on January 30, 2023 of 2022 taxes.
(Geo. #D415-999-0010-4500)
3. Miguel Angel Aguilar, in the amount of \$5,894.43 made an overpayment on January 31, 2023 of 2022 taxes.
(Geo. #E014-999-0720-8100)
4. Ana Lumbreras, in the amount of \$3,637.28 made an overpayment on January 31, 2023 of 2022 taxes.
(Geo. #E369-000-0390-1300)
5. Yolanda Corral, in the amount of \$2,690.72 made an overpayment on January 31, 2023 of 2022 taxes.
(Geo. #L198-999-0010-4300)
6. Fidel Apodaca, in the amount of \$6,998.92 made an overpayment on January 31, 2023 of 2022 taxes.
(Geo. #R860-000-0030-2000)

Laura D. Prine
City Clerk



Maria O. Pasillas, RTA
Tax Assessor Collector



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-361, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

Members of the City Council, Representative Joe Molinar, (915) 212-0004

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Joe Molinar in the amount of \$750.00 from Rachel B Harracksingh.



Legislation Text

File #: 23-349, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-0043

Public Health, Hector I. Ocaranza, (915) 212-6502

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

The linkage to the Strategic Plan is subsection 8.1 Deliver prevention, intervention, and mobilization services to promote a healthy, productive, and safe community.

Request that the Director of Purchasing & Strategic Sourcing be authorized to issue a purchase order to El Paso County Hospital District dba University Medical Center of El Paso referencing Contract 2020-268 El Paso County Hospital District - Lab Services. This change order is to increase the contract by \$162,500.00 for a total amount not to exceed \$812,500.00. The change order will cover additional expenses for lab services for the duration of the contract term.

Contract Variance:

No contract variance

Department:	Health Department
Award to:	El Paso County Hospital District dba University Medical Center of El Paso El Paso, TX
Total Estimated Award:	\$162,500.00
Account No:	341-1000-41060-521120
Funding Source:	General Fund
District(s):	All

This is an Interlocal Agreement.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: March 14, 2023
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Hector I. Ocaranza M.D., Interim Director of Public Health, (915) 212-6502
K. Nicole Cote, Managing Director of Purchasing & Strategic Sourcing (915)
212-0043

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 8 - Nurture and Promote a Healthy, Sustainable Community

SUBGOAL: 8.1 Deliver prevention, intervention and mobilization services to promote a healthy, productive and safe community

SUBJECT:

Request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue a purchase order to El Paso County Hospital District dba University Medical Center of El Paso referencing Contract 2020-268 El Paso County Hospital District – Lab Services. This change order is to increase the contract by \$162,500.00 for a total amount not to exceed \$812,500.00. The change order will cover additional expenses for lab services for the duration of the contract term.

BACKGROUND / DISCUSSION:

The contract modification will allow the Public Health Department to meet the demands of laboratory services provided by the vendor.

SELECTION SUMMARY:

N/A

CONTRACT VARIANCE:

N/A

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

On September 3, 2019 City Council approved the Interlocal Agreement of contract 2020-268 to El Paso County Hospital District dba University Medical Center of El Paso for a one (1) year term and four (4) year-option to extend the contract for at total amount of \$650,000.00.

AMOUNT AND SOURCE OF FUNDING:

Amount: \$162,500.00
Funding Source: General Fund
Account: 341-1000-41060-521120

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? __X__ YES __NO

PRIMARY DEPARTMENT: Public Health

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



Hector I. Ocaranza M.D., Interim Director of Public Health

**COUNCIL PROJECT FORM
(CHANGE ORDER)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the **REGULAR** agenda (under **PURCHASING REQUESTS, ETC.**) for the Council Meeting of **March 14, 2023**.

STRATEGIC GOAL: No 8 - Nurture and Promote a Healthy, Sustainable Community

This linkage to Strategic Plan is subsection 8.1 Deliver prevention, intervention and mobilization services to promote a healthy, productive and safe community.

Request that the Director of Purchasing & Strategic Sourcing be authorized to issue a purchase order to El Paso County Hospital District dba University Medical Center of El Paso referencing Contract 2020-268 El Paso County Hospital District – Lab Services. This change order is to increase the contract by \$162,500.00 for a total amount not to exceed \$812,500.00. The change order will cover additional expenses for lab services for the duration of the contract term.

Contract Variance:
No contract variance

Department:	Health Department
Award to:	El Paso County Hospital District dba University Medical Center of El Paso El Paso, TX
Total Estimated Award:	\$162,500.00
Account No:	341-1000-41060-521120
Funding Source:	General Fund
District(s):	All

This is a Interlocal Agreement.

*******ADDITIONAL INFO BELOW*******



Legislation Text

File #: 23-326, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092

Streets and Maintenance, Richard J. Bristol, (915) 212-7000

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

The linkage to the Strategic Plan is subsection 7.2 - Improve Competitiveness through Infrastructure Improvements Impacting the Quality of Life.

Award Summary:

The award of Solicitation 2023-0307 Heavy Duty Vehicle and Tank Repair Services to Frontera Radiators and Parts, Inc., for a term of three (3) years for an estimated amount of \$194,325.00. This contract will allow for the maintenance and repair services of radiators for the cooling systems and HVAC systems for all vehicles and equipment in the City's inventory.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$7,565.85 for the initial term, which represents a 4.05% increase due to price increases.

Department:	Streets and Maintenance
Vendor:	Frontera Radiators and Parts, Inc. El Paso, TX
Initial Term:	3 years
Annual Estimated Award:	\$64,775.00 (1 year)
Total Estimated Award:	\$194,325.00 (3 years)
Account No.:	532 - 3600 - 531210 - 37020 - P3701 (Parts) 532 - 3600 - 531250 - 37020 - P3701 (Service)
Funding Source:	Internal Service Fund
District(s):	All

This is a Non-Competitive, service contract in accordance with Section 9.1.8.1 of The Amended and Restated

Procurement and Sourcing Policy.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Frontera Radiators and Parts, Inc.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: March 14, 2023
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Richard J. Bristol, Streets and Maintenance Director, (915) 212-7000
K. Nicole Cote, Managing Director, (915) 212-1092

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 7 – Enhance and Maintain the City's Infrastructure Network

SUBGOAL: 7.2 – Improve Competitiveness Through Infrastructure Improvements Impacting the Quality of Life.

SUBJECT:

The award of solicitation 2023-0307 Heavy Duty Vehicle and Tank Repair Services to Frontera Radiators and Parts, Inc., for a term of three (3) years for an estimated amount of \$194,325.00.

BACKGROUND / DISCUSSION:

This contract will allow for the maintenance and repair services of radiators for the cooling systems and HVAC systems for all vehicles and equipment in the City's inventory. The services portion of the contract will be utilized whenever the radiator or parts are unavailable due to age of the vehicle or if the original parts are obsolete. It also gives the option to recondition the original part or radiator to manufacturer's specifications. The parts portion will allow the purchase of new parts that meet OEM specifications whenever the original parts are damaged beyond repair.

SELECTION SUMMARY:

As per Section 9.1.8.1 of The Amended and Restated Procurement and Sourcing Policy, "if a contract cannot be awarded after two competitive procurement/selection process, the requirement can be fulfilled by a non-competitive award. Prior solicitations 2023-0091 and 2023-0249.

CONTRACT VARIANCE:

The difference based in comparison to the previous contract is as follows: An increase of \$7,565.85 for the initial term, which represents a 4.05% increase due to price increases.

PROTEST

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$194,325.00

Funding Source: Internal Service Fund

Account: 532 – 3600 – 531210 – 37020 – P3701 (Parts)

532 – 3600 – 531250 – 37020 – P3701 (Service)

2023-0307 Heavy Duty Vehicle and Tank Repair Services

Revised 2/23/2022-V2 – Previous Versions Obsolete

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Streets and Maintenance

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:


Richard J. Bristol, Streets and Maintenance Director

2-87-23

**COUNCIL PROJECT FORM
(NON-COMPETITIVE)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the **CONSENT** agenda for the Council Meeting of **March 14, 2023.**

Strategic Goal 7: Enhance and Sustain El Paso's Infrastructure Network

The linkage to the strategic plan is subsection 7.2 – Improve Competitiveness Through Infrastructure Improvements Impacting the Quality of Life.

Award Summary:

The award of solicitation 2023-0307 Heavy Duty Vehicle and Tank Repair Services to Frontera Radiators and Parts, Inc., for a term of three (3) years for an estimated amount of \$194,325.00. This contract will allow for the maintenance and repair services of radiators for the cooling systems and HVAC systems for all vehicles and equipment in the City's inventory.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$7,565.85 for the initial term, which represents a 4.05% increase due to price increases.

Department:	Streets and Maintenance
Vendor:	Frontera Radiators and Parts, Inc.
	El Paso, TX
Initial Term:	3 years
Annual Estimated Award:	\$64,775.00 (1 year)
Total Estimated Award:	\$194,325.00 (3 years)
Account No.:	532 – 3600 – 531210 – 37020 – P3701 (Parts)
	532 – 3600 – 531250 – 37020 – P3701 (Service)
Funding Source:	Internal Service Fund
District(s):	All

This is a Non-Competitive, service contract in accordance with Section 9.1.8.1 of The Amended and Restated Procurement and Sourcing Policy.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Frontera Radiators and Parts, Inc.

*******ADDITIONAL INFO BELOW*******



Legislation Text

File #: 23-366, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

District 8

Members of the City Council, Representative Chris Canales, (915) 212-0008

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action on a Resolution that declares the expenditure of District 8 discretionary funds in an amount not to exceed \$3,500.00 to fund the registration cost for the El Paso Neighborhoods USA conference for Presidents of 17 Recognized Neighborhood Associations in District 8 serves a municipal purpose of cultivating an environment conducive to strong, economic development; promoting the visual image of El Paso; enhancing El Paso's quality of life; and nurturing and promoting a healthy, sustainable community.

CITY OF EL PASO, TEXAS

**AGENDA ITEM
AGENDA SUMMARY FORM**

DEPARTMENT: Mayor and Council

AGENDA DATE: 03/14/2023 (Regular Agenda)

CONTACT PERSON NAME AND PHONE NUMBER: Rep. Chris Canales, 915-212-0008

DISTRICT(S) AFFECTED: District 8

STRATEGIC GOAL:

Strategic Goal 1 - Cultivate an Environment Conductive to Strong, Economic Development; Strategic Goal Number 03 - Promote the Visual Image of El Paso; Strategic Goal Number 08: Nurture and Promote a Healthy, Sustainable Community

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

Discussion and action on a Resolution that declares the expenditure of District 8 discretionary funds in an amount not to exceed \$3,500.00, to be used towards funding the registration cost to the El Paso Neighborhoods USA conference for Presidents of 17 Recognized Neighborhood Associations in District 8, serves a municipal purpose of cultivating an environment conducive to strong economic development; promoting the visual image of El Paso; enhancing El Paso's quality of life; and nurturing and promoting a healthy, sustainable community.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

The Neighborhoods USA (NUSA) will be hosting its 48th annual conference May 24 - 27 of 2023 for the first time in El Paso, Texas.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

No.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

District 8 discretionary funds.

*******REQUIRED AUTHORIZATION*******

RESOLUTION

WHEREAS the City of El Paso (the “City”) was selected to host the 2023 National Neighborhood USA conference (the “Event”), to be held May 24th through May 27th; and

WHEREAS on July 6, 2022 the City of El Paso (the “City”) issued a proclamation for the month of July to be known as El Paso Neighborhoods USA conference month and recognized and honored the dedication and commitment of El Paso Neighborhood Coalition, Community and Human Development, Destination El Paso to bring the Neighborhoods USA conference to El Paso; and

WHEREAS City entered into an agreement with Neighborhoods USA for the City to host the event; and

WHEREAS Neighborhoods USA is a national non-profit organization committed to building and strengthening neighborhood organizations to build stronger communities and therefore encourages the participation of Neighborhood Associations in the Event; and

WHEREAS The Event is expected to bring together people across the country and will include over 40 workshops curated for practitioners and neighborhood leaders to educate and advocate on neighborhood concerns; and

WHEREAS City established a Neighborhood Association Program to improve communication between neighborhoods, their residents, the private sector, and city government on matters affecting the livability and character of their neighborhoods; and

WHEREAS Neighborhood Associations that participate in the City’s Neighborhood Association Program obtain recognition status and establish a means whereby early identification and resolution of potential conflict involving neighborhoods, their residents, and the private sector can be achieved; and

WHEREAS City Council Representative for District 8 recognizes the importance of the participation of Neighborhood Associations in the Event and recommends the allocation of up to \$3,500 from District 8’s discretionary funds to fund the registration cost to the Event for the Presidents of 17 Recognized Neighborhood Associations in District 8; and

WHEREAS City Council finds that the expenditure of District 8 discretionary funds serves a municipal purpose of cultivating an environment conducive to strong, economic development, promoting the visual image of El Paso, enhancing El Paso’s quality of life and nurturing and promoting a healthy, sustainable community.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Council declares that the expenditure of the discretionary funds from City Council District 8 in the amount not to exceed \$3500, to fund the registration cost to the National Neighborhoods USA Conference for the Presidents of 17 Recognized Neighborhood Associations in District 8, serves a municipal purpose of cultivating an environment conducive to strong, economic development, promoting the visual image of El Paso, enhancing El Paso's quality of life and nurturing and promoting a healthy, sustainable community.

That, the City Manager, or designee, be authorized to effectuate any budget transfers and execute any related agreements or amendments to such agreements necessary to ensure that the funds are properly expended for such purpose.

APPROVED this ____ day of _____, 2023.


CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Joyce Garcia
Assistant City Attorney



Legislation Text

File #: 23-367, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Members of the City Council, Representative Chris Canales, (915) 212-0008

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action on a Resolution that the City of El Paso sets a goal to reach a minimum hourly wage of \$15 for City of El Paso employees by the end of FY2026; and that the City of El Paso will monitor progress towards this goal and consider future increases to ensure that City employees are able to earn a wage that allows them to support themselves and their families.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM**

DEPARTMENT: Mayor and Council

AGENDA DATE: 03/14/2023 (Regular Agenda)

CONTACT PERSON NAME AND PHONE NUMBER: Rep. Chris Canales, 915-212-0008

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL:

Strategic Goal 1 - Cultivate an Environment Conducive to Strong, Economic Development; Strategic Goal Number 06 - Set the Standard for Sound Governance & Fiscal Management

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

Discussion and action on a Resolution that the City of El Paso sets a goal to reach a minimum hourly wage of \$15 for City of El Paso employees by the end of FY2026; and that the City of El Paso will monitor progress towards this goal and consider future increases to ensure that City employees are able to earn a wage that allows them to support themselves and their families

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

The MIT Living Wage Calculator suggests that a single adult in El Paso in 2023 would need to earn at least \$14.67 per hour to cover basic expenses. Increasing the minimum wage can provide benefits that allow employees to support themselves and their families for stronger employee morale and increased productivity.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

N/A

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

N/A

*******REQUIRED AUTHORIZATION*******

RESOLUTION

WHEREAS, the City of El Paso recognizes the importance of providing City employees with a livable wage that allows them to support themselves and their families; and

WHEREAS, the MIT Living Wage Calculator suggests that a single adult in El Paso in 2023 would need to earn at least \$14.67 per hour to cover basic expenses; and

WHEREAS, the current minimum hourly wage for City of El Paso employees is \$12.11, which is below a true living wage in El Paso; and

WHEREAS, increasing the minimum hourly wage for City of El Paso employees can provide benefits such as increased purchasing power, causing more dollars to circulate in the local economy, reduced poverty and inequality, and improved employee morale and productivity; and

WHEREAS, the City of El Paso has already taken steps to increase the minimum hourly wage for City of El Paso employees, including a total increase of \$1.00 per hour (approximately 9%) during FY2023;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the City of El Paso sets a goal to reach a minimum hourly wage of \$15 for City of El Paso employees by the end of FY2026;

BE IT FURTHER RESOLVED THAT the City of El Paso will monitor progress towards this goal and consider future increases to ensure that City employees are able to earn a wage that allows them to support themselves and their families

(Signatures appear on following page)

APPROVED this __ day of March, 2023.

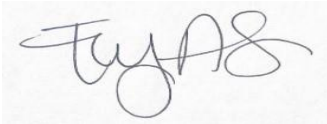
THE CITY OF EL PASO:

Oscar Leeson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "Evy AS", is written over a light gray rectangular background.

Evy A. Sotelo
Assistant City Attorney



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-364, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Members of the City Council, Representative Henry Rivera, (915) 212-0007

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action to approve a Resolution recognizing March 21, 2023 as World Down Syndrome Day.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM**

DEPARTMENT: Mayor and Council

AGENDA DATE: Tuesday, March 14, 2023

CONTACT PERSON NAME AND PHONE NUMBER: City Representative Henry Rivera, District 7

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 3 – Promote the Visual Image of El Paso

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

Discussion and action to approve a resolution recognizing March 23, 2023 as World Down Syndrome Day.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

That the City Council of El Paso, Texas hereby recognizes March 21, 2023, as World Down Syndrome Day in the City of El Paso and honors the accomplishments and contributions made by men and women with Down syndrome.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one? **Yes**

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

*****REQUIRED AUTHORIZATION*****

RESOLUTION

WHEREAS, World Down Syndrome Day is being observed in the City of El Paso on March 21, 2023, to promote awareness of the many ways that we benefit by ensuring that persons with Down syndrome are supported, encouraged, and included in our communities; and

WHEREAS, Down syndrome, the most commonly occurring chromosomal condition, occurs in individuals who have a full or partial extra copy of chromosome 21; one of every 700 babies born in the United States each year is born with Down syndrome; and

WHEREAS, Medical advances have significantly increased the life expectancy of people with Down syndrome, which is now approaching that of peers without the condition; in addition to the advantages of modern medicine, support groups and other resources are now available in nearly every community in the United States; and

WHEREAS, when provided with quality education programs, a stimulating home environment, good health care, and support from family and friends, people with Down syndrome can lead fulfilling and productive lives; much progress has been made through the vision and hard work of parents, researchers, medical professionals, and other advocates, who have helped secure the rights of people with Down syndrome to live at home, attend schools, access appropriate health care, get married, find work, and contribute to society; while research and early intervention have dramatically improved the life span and quality of life of persons with the condition, more work remains to be done to fully comprehend the causes and to explore potential treatments; and

WHEREAS, in 2011, the United Nations General Assembly declared March 21 as World Down Syndrome Day; this year, the City of El Paso, Texas is joining with other cities and countries around the globe in recognition of this special event, and all El Pasoans are encouraged to take part by helping to build a culture of greater respect and inclusion for those living with Down syndrome.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Council of El Paso, Texas hereby recognizes March 21, 2023, as World Down Syndrome Day in the City of El Paso and honors the accomplishments and contributions made by men and women with Down syndrome.

(Signatures on the following page)

APPROVED this _____ day of _____ 2023.


THE CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Karla M. Nieman
City Attorney



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-368, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Members of the City Council, Mayor Oscar Leeser, (915) 212-0021

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action regarding the procedure for appointment of Cary Westin as Interim City Manager effective June 30, 2023.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: 03/14/23

PUBLIC HEARING DATE: 03/14/23

CONTACT PERSON(S) NAME AND PHONE NUMBER: Mayor Oscar Lesser



DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 6 Sound Governance and Fiscal Responsibility

SUBGOAL: 6.1 Recruit and retain a skilled and diverse workforce

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

Discussion and action regarding the procedure for appointment of Cary Westin as Interim City Manager effective June 30, 2023.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

In order to ensure the continuity of operations for the City of El Paso, after Mr. Gonzalez's last day on June 29, 2023, it will be necessary to appoint an Interim City Manager. Mr. Westin is currently working for the City of El Paso on a part-time basis. If Council approves Mr. Westin's appointment, he will return to the City of El Paso on a full-time basis. His role will be to assist and support Mr. Gonzalez during the next several months in order to be prepared to assume the Interim City Manager's position, beginning June 30, 2023.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

On May 20, 2014, City Council approved the appointment of Sean McGlynn as Interim City Manager, to assist in the transition between outgoing City Manager Joyce Wilson and incoming City Manager Tommy Gonzalez.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT:

SECONDARY DEPARTMENT:

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)



Legislation Text

File #: 23-369, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Members of the City Council, Representative Chris Canales, (915) 212-0008

Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003

Members of the City Council, Representative Henry Rivera, (915) 212-0007

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action to establish a defined process with formal input from members of Council and the Mayor for the selection of both an interim City Manager and ultimately a permanent City Manager.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT: Mayor and Council

AGENDA DATE: 03/14/2023

CONTACT PERSON NAME AND PHONE NUMBER:

Representative Chris Canales, 915-212-0008

Representative Cassandra Hernandez, 915-212-0003

Representative Henry Rivera, 915-212-0007

DISTRICT(S) AFFECTED: 8

STRATEGIC GOAL:

Goal 5 - Promote Transparent & Consistent Communication Amongst all Members of the Community

Goal 6 - Set the Standard for Sound Governance & Fiscal Management

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? **OR AUTHORIZE** the City Manager to do what?
Be descriptive of what we want Council to approve. Include \$ amount if applicable.

Discussion and action to establish a defined process with formal input from members of Council and the Mayor for the selection of both an interim City Manager and ultimately a permanent City Manager

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

The appointment of the City Manager (by vote of its total membership) is a power reserved to the City Council per Section 5 of the El Paso City Charter:

"Section 5.1 - APPOINTMENT; QUALIFICATIONS; COMPENSATION.

The City Council by a majority vote of its total membership shall appoint a City Manager and fix the Manager's compensation. The City Manager shall be appointed solely on the basis of executive and administrative qualifications. The Manager need not be a resident of the City at the time of appointment but shall establish residence in the City within sixty days after the date of appointment."

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

City Manager Tommy Gonzalez was appointed in 2014.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-365, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

*Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.*

All Districts

Members of the City Council, Representative Art Fierro, (915) 212-0006

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Presentation and discussion by Emergence Health Network of their 2022 annual report on activities, collaborations, and partnerships with local entities.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM**

DEPARTMENT: MAYOR AND COUNCIL

AGENDA DATE: March 14, 2023

CONTACT PERSON NAME AND PHONE NUMBER: City Representative Art Fierro, (915) 212-0006

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: (Goal 8 - Nurture and Promote a Healthy, Sustainable Community)

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? **OR AUTHORIZE** the City Manager to do what? **Be descriptive of what we want Council to approve. Include \$ amount if applicable.**

Presentation and discussion by Emergence Health Network of their 2022 annual report on activities, collaborations, and partnerships with local entities.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

N/A

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

Yes, City Council has heard an annual update from EHN in 2022.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

N/A

*****REQUIRED AUTHORIZATION*****



Legislation Text

File #: 23-345, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Economic and International Development, Lindsey Adams, (915) 212-1622

Economic and International Development, Elizabeth Triggs, (915) 212-0094

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Presentation and discussion from the Office of Congresswoman Veronica Escobar, representative of Texas' 16th Congressional District, on the upcoming FY2024 appropriations process and other federal legislative updates.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: March 14, 2023
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Lindsey Adams; 915-212-1622
Elizabeth Triggs; 915-212-0094

DISTRICT(S) AFFECTED: ALL

STRATEGIC GOAL: Goal 6: Set the Standard for Sound Governance and Fiscal Management

SUBGOAL: Goal 6.8: Support transparent and inclusive government

SUBJECT:

Presentation and discussion from the Office of Congresswoman Veronica Escobar, representative of Texas' 16th Congressional District, on the upcoming FY2024 appropriations process and other federal legislative updates.

BACKGROUND / DISCUSSION:

The Office of Congresswoman Escobar will provide Council and the public with an overview of the FY2024 appropriations and Community Project Funding process and a description of their district office services and engagement for constituents.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: City Manager's Office

SECONDARY DEPARTMENT: Economic & International Development

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



Elizabeth Triggs, Director, Economic & International Development

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)



Congresswoman

VERONICA ESCOBAR

Texas' 16th Congressional District

March 2023

Agenda

- **Introductions**
- **Federal Funding Opportunities**
 - Investing in El Paso's Future
 - Appropriations Process
 - Community Project Funding
 - Grant Services
- **Constituent Services**
 - Casework
 - Congressional Art Competition
 - App Challenge Competition
 - Library of Congress Surplus Books Program
 - Service Academy Nominations
 - Internships
 - Congressional Youth Advisory Council
 - Additional Services
- **Q&A**



Federal Funding Opportunities



Investing in El Paso's Future: Implementation of Key Democratic-Led Legislation



- ✓ Bipartisan Infrastructure Law
- ✓ Inflation Reduction Act
- ✓ CHIPS and Science Act

Bipartisan Infrastructure Law



- This once-in-a-generation investment was signed into law on November 15, 2021
- A \$1.2 trillion spending bill, with over \$550 billion in new spending.
- The law directs \$284 billion (52 percent) of the \$550 billion in new investments toward modernizing and making improvements across all modes of transportation, with the majority of funding reserved for highways, roads and bridges.

Bipartisan Infrastructure Law Toplines

- **Roads, Bridges, & Major projects:** \$110B
- **Water Infrastructure:** \$55B
- **Broadband:** \$65B
- **Airports:** \$25B
- **Land Ports of Entry:** \$3.85B
- **Electric Vehicle Charging:** \$7.5B
- **Public Transit:** \$39.2B
- **Clean School Buses:** \$5B
- **Western Water Infrastructure:** \$8.3B
- **Addressing Legacy Pollution:** \$21B
- **Reconnecting Communities:** \$1B
- **Resiliency:** \$47.2B
- **Power and Grid:** \$65B

CHIPS and Science Act

(In 2022, Speaker Nancy Pelosi named Congresswoman Escobar to the Conference Committee for the America COMPETES Act, which negotiated the CHIPS and Science Act & other critical supply chain bills.)



- On August 16, 2022, President Biden signed the Inflation Reduction Act into law, marking the most significant action Congress has taken on clean energy and climate change in the nation's history.
- The bipartisan CHIPS and Science Act of 2022 provides **\$52.7 billion** in federal funding to revitalize the U.S. semiconductor industry, including \$39 billion in semiconductor incentives, \$13.2 billion in R&D and workforce development, and \$500 million to strengthen global supply chains.

CHIPS and Science Act Toplines

- In total, \$52.7 billion for the Creating Helpful Incentives to Produce Semiconductors (CHIPS) for America Fund.
- \$1.5 billion to spur movement toward open-architecture, software based wireless technologies, funding innovative, ‘leap-ahead’ technologies in the U.S. mobile broadband market.
- \$81 billion for NSF including for research and related activities, STEM education and major research equipment.
- \$10 billion for NIST including \$2.23 billion for the Hollings Manufacturing Extension Partnership (MEP)
- \$829 million for the Manufacturing USA Program, a national network of manufacturing innovation institutes.
- \$11 billion in investments to build job-creating hubs.

Inflation Reduction Act

- On August 16, 2022, President Biden signed the Inflation Reduction Act into law, marking the most significant action Congress has taken on clean energy and climate change in the nation's history.
- The Inflation Reduction Act's \$370 billion in investments will lower energy costs for families and small businesses, accelerate private investment in clean energy solutions in every sector of the economy and every corner of the country, strengthen supply chains for everything from critical minerals to efficient electric appliances, and create good-paying jobs and new economic opportunities for workers.



Inflation Reduction Act Toplines

- \$40 billion in loan authority to guarantee loans for innovative clean energy projects.
- \$27 billion for the Greenhouse Gas Reduction Fund.
- \$3 billion for Clean Heavy-Duty Vehicles.
- \$1.55 billion for Methane Emission Reduction Program.
- Over \$250 million to fund innovative projects that tackle Climate Pollution through the EPA.
- \$100 million for Environmental Justice Grants through the EPA.
- Clean Energy Production and Investment Tax Credits.

Fiscal Year 2024

House Appropriations Process

Appropriations 101

Every year, Congress aims to pass 12 appropriations bills to fund the government. Appropriations bills fund the discretionary portions of the federal budget:

1. **Agriculture, Rural Development, Food and Drug Administration**
2. **Commerce, Justice, Science, and Related Agencies**
3. **Defense**
4. **Energy and Water Development, and Related Agencies**
5. **Financial Services and General Government**
6. **Homeland Security**
7. **Interior, Environment, and Related Agencies**
8. **Labor, Health and Human Services, Education**
9. **Legislative Branch**
10. **Military Construction, Veterans Affairs, and Related Agencies**
11. **State, Foreign Operations, and Related Programs**
12. **Transportation, Housing and Urban Development, and Related Agencies**

Appropriations 101 (cont.)

Types of appropriations requests:

1. **Programmatic Request:** A request to fund a specific federal agency or program in the bill at a certain level.
Example: *Provide \$68 billion program increase for the Supplemental Nutrition Assistance Program (SNAP)*
1. **Language Request:** A request to include specific bill or report language that does not direct funding to a particular entity but direct or encourage specific actions by federal agencies.
Example: *“The Committee encourages the Department of Education to study the impact of the availability of student loans on increases in enrollment rates.”*
2. **Community Project Funding:** A request to fund a specific local project in a Member’s district.
Example: *Provide \$5.2 million for the El Paso County to build a full-scale community kitchen with the capacity to prepare, serve, and deliver 10,000 meals daily.*



[ABOUT](#)

[SERVICES](#)

[ISSUES](#)

[NEWS](#)

[EVENTS](#)

[CONTACT](#)

[LOWER COSTS](#)



Services

Appropriations Requests

General Programmatic & Language Appropriations Requests

Please use [this form](#) to submit Fiscal Year 2024 (FY24) general programmatic and language appropriations requests to Representative Escobar's office. If you have multiple requests, please submit a separate form for each request. Please provide as much of the requested information as possible to ensure we can fully evaluate your request.

Please DO NOT use this general appropriations requests form for Community Project Funding requests.

The deadline for submitting requests to our office is **March 17, 2023**.

For additional information, please see the Frequently Asked Questions below. If you have any further questions, please feel free to call my Washington, D.C. office at (202) 225-4831 or directly email our appropriations inbox at TX16.approps@mail.house.gov

Community Projects Funding Requests

To submit a request for Community Project Funding, please visit our Community Project Funding page [here](#). Any requests for Community Project Funding submitted through the general FY24 appropriations request form above will not be considered.

Frequently Asked Questions

What is an appropriations request?

Every year, Congress is responsible for allocating overall funding for offices, programs, and grants administered by the federal government. As your Representative in Congress, Rep. Escobar has the opportunity to advocate on behalf of programs that are important to Texas' 16th Congressional District. For example, Rep. Escobar can advocate to maintain or increase the total funding for federal grants, agencies, and programs that support El Paso's infrastructure and transportation priorities, Fort Bliss' defense needs, and the health, safety, and economic prosperity of all El Pasoans.

Important Dates

Now – March 17: Accepting Community Project Funding & General Appropriation Submissions.

Late March: Announcing top 15 Community Project Funding requests selected.

Community Project Funding Requests

Key Guidelines for Community Project Requests

- **Only 15 projects will be selected** and submitted for consideration by the Congress.
- **State, local, or tribal governments and non-profit organizations are generally eligible for Community Project Funding.** For-profit entities are not eligible.
- **Projects must have demonstrated community support.** Examples include, but are not limited to, supportive letters from local elected officials, press articles, inclusion in community development plans, or resolutions passed by local government entities.
- **State/local matching funding must be available for some of the federal projects** that are open for Community Project Funding requests (matching funding does NOT have to be in-hand, but officials must have a plan to fund in order to meet this requirement).

Community Project Funding Requests (cont.)

Key Guidelines for Community Project Requests

- **Each project is funded only for FY 2024** and should not be viewed as multi-year funding. Any funding awarded through this process should not be viewed as a replacement for other sources of funding.
- **Neither the Congresswoman nor her immediate family can have any financial interest in the proposed project.** Our office will provide a certified letter stating this to the Committee.
- **You will need to provide a budget breakdown** for how you intend to use the funding for your project.
- **[NEW] Funding cannot be used for memorials, museums, or commemorations.** These projects may be eligible for federal grant programs.
- **[NEW] A Federal nexus must be identified** that ties the project to a federal authorization law.

Community Project Funding Requests (cont.)

Project Name: El Paso Children's Hospital Pediatric Mobile Clinic

Recipient: El Paso Children's Hospital

Address: 4845 Alameda Ave, El Paso, TX 79905

Amount Requested: \$595,000

Project Description: This project would be used for the acquisition of a mobile medical vehicle and the ability to outfit it with technology and equipment necessary for a Mobile Pediatric Clinic. The Mobile Clinic will be able to provide both basic and specialty pediatric healthcare throughout El Paso County while targeting areas in the County that oftentimes lack access to pediatric care and medical resources. Additionally, the unit will provide clinical services, vaccinations, financial education and resources for parents, and education with school district nurses and teachers.

Financial Disclosure Letter

VERONICA ESCOBAR
16TH DISTRICT, TEXAS
ASSISTANT WHIP
HOUSE COMMITTEE ON THE JUDICIARY
SUBCOMMITTEE ON CRIME, TERRORISM,
AND HOMELAND SECURITY
SUBCOMMITTEE ON IMMIGRATION AND CITIZENSHIP
HOUSE ARMED SERVICES COMMITTEE
SUBCOMMITTEE ON
MILITARY PERSONNEL, VICE CHAIR
SUBCOMMITTEE ON CYBER, INNOVATIVE
TECHNOLOGIES, AND INFORMATION SYSTEMS
HOUSE COMMITTEE ON ETHICS
HOUSE SELECT COMMITTEE
ON THE CLIMATE CRISIS



Congress of the United States
House of Representatives
Washington, DC 20515

WASHINGTON D.C. OFFICE:
1505 LONGWORTH HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
(202) 225-4831

EL PASO OFFICE:
221 N. KANSAS STREET, SUITE 1500
EL PASO, TX 79901
(915) 541-1400

<http://escobar.house.gov>

VICE CHAIR
DEMOCRATIC WOMEN'S CAUCUS
DEPUTY WHIP
CONGRESSIONAL PROGRESSIVE CAUCUS
CONGRESSIONAL HISPANIC CAUCUS
NEW DEMOCRAT COALITION

April 27, 2022

The Honorable Rosa DeLauro
Chair
House Committee on Appropriations
H-307 The Capitol
Washington, DC 20515

The Honorable Kay Granger
Ranking Member
House Committee on Appropriations
1036 Longworth House Office Building
Washington, DC 20515

Dear Chair DeLauro and Ranking Member Granger,

I am requesting funding for the El Paso Children's Hospital Pediatric Mobile Clinic in fiscal year 2023.

The entity to receive funding for this project is El Paso Children's Hospital, located at 4845 Alameda Ave, El Paso, TX 79905.

The funding would be used for the acquisition of a mobile medical vehicle and the ability to outfit it with technology and equipment necessary for a Mobile Pediatric Clinic. The Mobile Clinic will be able to provide both basic and specialty pediatric healthcare throughout El Paso County while targeting areas in the County that oftentimes lack access to pediatric care and medical resources. Additionally, the unit will provide clinical services, vaccinations, financial education and resources for parents, and education with school district nurses and teachers.

I certify that neither I nor my immediate family has any financial interest in this project.

Sincerely,

Veronica Escobar
Member of Congress

Community Project Funding Requests (cont.)

FY 2023 Projects (\$25,097,706)

- El Paso Children's Hospital Pediatric Mobile Clinic, **\$595,000**(Rep. Anello)
- The El Paso International Airport Solar Covered Parking Project, **\$1,750,000**(Rep. Hernandez)
- The El Paso ISD After-School Community Learning Centers: STEAM Learning Ecosystems, **\$2,000,000**(Rep. Canales)
- The Heritage Tourism Business Connection, **\$500,000**(Rep. Rivera)
- The SAC 1 Sediment Detention Basin, **\$1,000,000**(Rep. Fierro)
- The TTUHCEP El Paso Border Health Center, **\$3,000,000**(Rep. Anello)
- The town of Anthony, Police Department, Municipal Court, and Emergency Shelter Facility, **\$1,925,000**
- The El Paso County Animal Welfare Pet Wellness Clinic, **\$1,300,000**(Rep. Rivera)
- The El Paso County Senior Meal and Community Kitchen, **\$4,000,000**(Rep. Rivera)
- The Horizon City Transit-Oriented Development Phase 1, **\$1,735,000**
- La Casa de los Abuelitos, **\$2,442,706**(Rep. Canales)
- A Planning Study conducted by Texas A&M Transportation Institute, El Paso to Improve Land Border Crossing Transit and Pedestrian Connectivity to Business Districts in the El Paso Region for Equity, Accessibility and Economic Development, **\$750,000**(City Wide)
- For Vinton Water and Wastewater Phase III, **\$4,000,000**
- Appraisal Study for Future Projects on the Franklin Canal, **\$100,000**

Community Project Funding Requests (cont.)

The Subcommittees accepting Community Project Funding requests this year are:

1. Agriculture, Rural Development, Food and Drug Administration and Related Agencies
2. Commerce, Justice, Science ,and Related Agencies
- ~~3. Defense~~
4. Energy and Water Development, and Related Agencies
- ~~5. Financial Services and General Government~~
6. Homeland Security
7. Interior, Environment, and Related Agencies
- ~~8. Labor, Health, and Human Services, Education, and Related Agencies~~
9. Military Construction, Veterans Affairs, and Related Agencies
10. Transportation, Housing and Urban Development, and Related agencies

Community Project Funding Requests (cont.)

FY 2023 Projects (\$25,097,706)

- El Paso Children's Hospital Pediatric Mobile Clinic, **\$595,000**(Rep. Anello)
- The El Paso International Airport Solar Covered Parking Project, **\$1,750,000**(Rep. Hernandez)
- The El Paso ISD After-School Community Learning Centers: STEAM Learning Ecosystems, **\$2,000,000**(Rep. Canales)
- The Heritage Tourism Business Connection, **\$500,000**(Rep. Rivera)
- The SAC 1 Sediment Detention Basin, **\$1,000,000**
- The TTUHCEP El Paso Border Health Center, **\$3,000,000**(Rep. Anello)
- The town of Anthony, Police Department, Municipal Court, and Emergency Shelter Facility, **\$1,925,000**
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- A Planning Study conducted by Texas A&M Transportation Institute, El Paso to Improve Land Border Crossing Transit and Pedestrian Connectivity to Business Districts in the El Paso Region for Equity, Accessibility and Economic Development, **\$750,000**(City Wide)
- For Vinton Water and Wastewater Phase III, **\$4,000,000**
- Appraisal Study for Future Projects on the Franklin Canal, **\$100,000**

Community Project Funding Requests (cont.)

FY 2023 Projects (\$17,252,706)

- ~~• El Paso Children's Hospital Pediatric Mobile Clinic, \$595,000 (Rep. Anello)~~
- ~~• The El Paso International Airport Solar Covered Parking Project, \$1,750,000 (Rep. Hernandez)~~
- ~~• The El Paso ISD After-School Community Learning Centers: STEAM Learning Ecosystems, \$2,000,000 (Rep. Canales)~~
- ~~• The Heritage Tourism Business Connection, \$500,000 (Rep. Rivera)~~
- The SAC 1 Sediment Detention Basin, \$1,000,000 (Rep. Fierro)
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- For Vinton Water and Wastewater Phase III, \$4,000,000
- Appraisal Study for Future Projects on the Franklin Canal, \$100,000

Community Project Funding Requests (cont.)

Community Project Funding-Eligible Accounts

Agriculture, Rural Development, Food and Drug Administration, and Related Agencies

- **Department of Agriculture–Farm Production and Conservation Programs**
 - Natural Resources Conservation Service (Conservation Operations)
- **Department of Agriculture–Research, Education, and Economics**
 - Agricultural Research Service (Buildings and Facilities)
- **Department of Agriculture–Rural Development**
 - Rural Housing Service (Community Facilities)
 - Rural Utilities Service (ReConnect Program)
 - Rural Utilities Service (Distance Learning and Telemedicine Grants)
 - **[NEW]** Rural Utilities Service (Rural Water and Waste Disposal Grants)

Community Project Funding Requests (cont.)

Community Project Funding-Eligible Accounts

Commerce, Justice, Science, and Related Agencies

- **Department of Commerce**
 - NIST—Scientific and Technical Research
 - NOAA—Coastal Zone Management
 - ~~National Institute of Standards and Technology—Construction~~
- **Department of Justice**
 - COPS Technology and Equipment
 - Byrne Justice
- **National Aeronautics and Space Administration**
 - Safety, Security, and Mission Services

Community Project Funding Requests (cont.)

Community Project Funding-Eligible Accounts

Energy and Water Development

- **Army Corps of Engineers (Civil Works)**
 - Investigations
 - Construction
 - Mississippi River and Tributaries
 - Operation and Maintenance
- **Department of the Interior/Bureau of Reclamation**
 - Water and Related Resources
- ~~**Department of Energy Projects**~~

Community Project Funding Requests (cont.)

Community Project Funding-Eligible Accounts

Homeland Security

- **Federal Emergency Management Agency**
 - Federal Assistance—Emergency Ops. Centers
 - Federal Assistance—Pre-Disaster Mitigation

Community Project Funding Requests (cont.)

Community Project Funding-Eligible Accounts

Interior, Environment, and Related Agencies

- Environmental Protection Agency
 - STAG—Clean Water State Revolving Fund
 - STAG—Drinking Water State Revolving Fund
- ~~Department of Agriculture—U.S. Forest Service—State and Private Forestry~~
- ~~Land and Water Conservation Fund—Land Acquisition~~
- ~~Department of Interior—National Park Service—Save America's Treasures~~

Community Project Funding Requests (cont.)

Community Project Funding-Eligible Accounts

Military Construction, Veterans Affairs, and Related Agencies

- Army
- Army National Guard
- Army Reserve
- Navy & Marine Corps
- Navy Reserve
- Air Force and Space Force
- Air National Guard
- Air Force Reserve
- DoD, Defense-Wide
- ~~Department of Veterans Affairs~~
 - ~~Minor Construction~~

Community Project Funding Requests (cont.)

Community Project Funding-Eligible Accounts

Transportation, and Housing and Urban Development, and Related Agencies

- **Department of Housing and Urban Development**
 - CDBG – Economic Development Initiatives
- **Department of Transportation**
 - Airport Improvement Program
 - Highway Infrastructure Projects
 - Transit Infrastructure Projects
 - **[NEW]** Consolidated Rail Infrastructure and Safety Improvements
 - **[NEW]** Port Infrastructure Development Program

Grants Services

- Congresswoman Escobar's office can help find relevant federal grant and funding opportunities that your entity may be eligible for.
- We can be your advocate when communicating with federal agencies.
- If you have a question about a grant, want to know where your application is in the process, or if you have been awarded a grant, our office can help obtain that information.
- On a case-by-case basis, the Congresswoman will offer letters of support to include in your federal grant application. In addition to including them in your application, these letters are also sent to the Secretary or Director of the executive agency where the grant originated from.
- These Letters of Support are only included for applications to Federal Grants. Requests for a Letter are not considered for a State or Local grant application.
- If you would like the Congresswoman to write a letter of support for your application, please reach out to our Grants and District Representative, Manny Rodriguez at Manny.Rodriguez@mail.house.gov

Constituent Services

How Can Our Office Assist You?

- Navigating and understanding government agencies can be confusing so we are here to help.
- If your issue is regarding a Federal Agency, we can assist by requesting status updates, submitting requests and at times filling gaps that may be holding your case up.
- It is important to us that our constituents are informed of what is going on with their cases, regardless of the agency. But it is important to note that we do not have the authority to change the agency's decision.
- How do I know if my issue or concern is Federal?

Process to Receive Assistance

- **Step 1** – Provide a **Privacy Release Form** in which you outline your issues and concerns. Properly filling this form out is essential to our office aiding you. You can access this digital form on our website at www.escobar.house.gov and clicking on “Help with a Federal Agency”.
- **Step 2** – Allow the agency adequate time to provide our office with an update or formal response to your inquiry. Agency responses can take up to 30-60 days.
- **Step 3** – Our office will provide the agency response to you; per House Ethics rules we are not able to intervene in any established processes or ongoing investigations.

Digital Privacy Release Form



Veronica Escobar Digital Privacy Release Form

Complete the form below to request help with a Federal Agency. When complete, click Submit to send to our office for assistance.

Fields marked with * are required

Please Provide Applicable Identifying Information

Agency Involved

Prefix First Name

MI Last Name

Social Security Number

DOB

Email Address

Phone Number

Street Address Line 1

Street Address Line 2

City

State Zip Code

Agency Case Number

Mortgage Loan Number

RankMilitary Rank

Have you contacted any other elected official regarding this case?

If Yes, Officials Name?

Please explain the problem and the resolution/outcome you are seeking:

Constituent Authorization

To be able to assist you, we must have a signed privacy release form that clearly outlines your problem and the remedy you are seeking. By checking the box below you are giving our office permission to look into the matter on your behalf. Please make sure to attach below any relevant identifying information and supporting documents which relate to your inquiry.

☒ I hereby request the assistance of the Veronica Escobar to resolve the matter described below. I authorize the Veronica

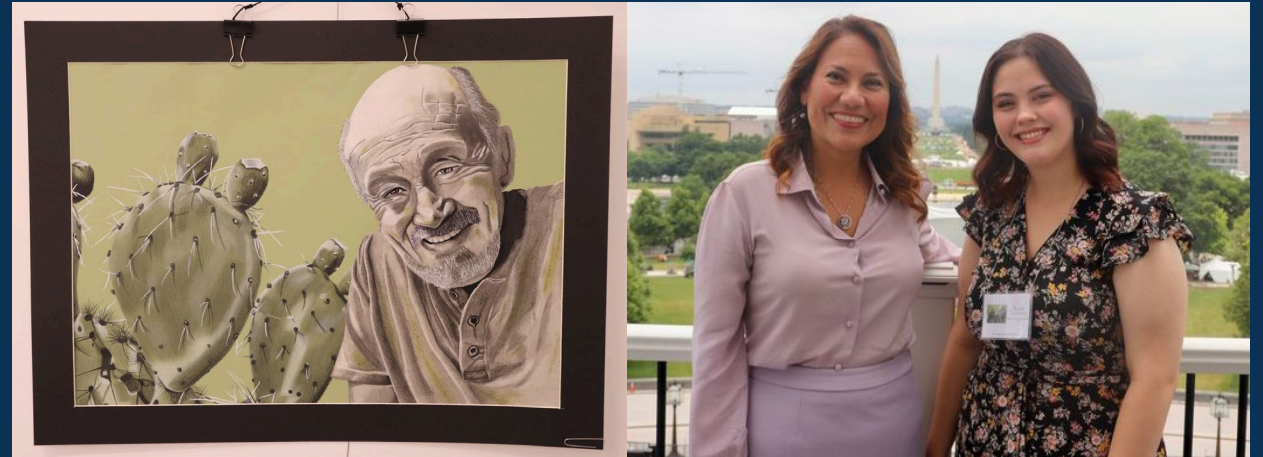
Escobar to receive any information that they might need to provide this assistance. The information I have provided to the Veronica Escobar is true and accurate to the best of my knowledge and belief. The assistance I have requested from the Veronica Escobar is in no way an attempt to evade or violate any federal, state, or local law.

Date/Time

* Signature



- Annual art competition, takes place every spring
- Open to all high school students in TX-16
- Winning artwork is displayed in U.S. Capitol for 1 year



2022 Congressional Art Competition Winner:
"Mi Querido Viejo" by Taylor Mollohan of Bel Air HS

Questions? Contact: Priscilla.Contreras@mail.house.gov

CONGRESSIONAL APP CHALLENGE



2022 Congressional App Challenge Winners

- Annual coding competition, takes place Fall of every year
- Open to all 6th-12th grade students in TX-16
- Winning app is displayed in U.S. Capitol for 1 year

The 2023 Congressional App Challenge will be open from June 15th to November 1st

Questions? Contact: Priscilla.Contreras@mail.house.gov

Library of Congress Surplus Books Program

One of Congresswoman Veronica Escobar's priorities is to ensure that the institutions that help our district develop and grow have the tools necessary to succeed. She is pleased to announce TX-16's participation in the Library of Congress Surplus Books Program.

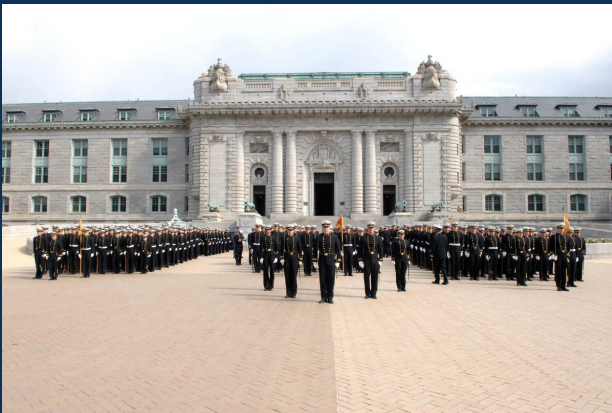
- The Surplus Books Program is a program offered by the Library of Congress through which books that are not needed for the Library's own uses are made available for donation to eligible organizations and institutions across the 16th Congressional District.

Any school, library or non-profit in the 16th Congressional District that is interested in learning more about Congresswoman Escobar's Library of Congress Surplus Book Program, contact Priscilla Contreras at Priscilla.Contreras@mail.house.gov



Congressional Nomination to a Service Academy

- Congresswoman Escobar provides nominations to four of the five Service Academies. The U.S. Military Academy at West Point, U.S. Naval Academy at Annapolis, U.S. Air Force Academy at Colorado Springs, and U.S. Merchant Marine Academy at Kings Point. Admission to the United States Coast Guard Academy, also a federal service academy, does not require a congressional nomination.
- Each student must apply and submit other required documents prior to the deadline, usually mid December.
- For more information contact: Emily Loya at Emily.Loya@mail.house.gov or visit our Service Academy web page at Escobar.House.gov



United States Naval
Academy



United States Air Force
Academy



United States Merchant
Marine Academy



United States Military
Academy

Internships in DC or El Paso

Congresswoman Escobar offers both part-time and full-time internships in her Washington, DC and El Paso offices. Internships are open to high school, college and graduate-level students and many affiliated schools and programs offer academic credit.

New classes are selected in the Fall, Summer and Spring.

DEADLINE for Summer 2023: March 31, 2023, at 11:59 PM MT

For more information about our internship opportunities in the El Paso or Washington, DC office, please visit our website.



Congressional Youth Advisory Council



Congresswoman Veronica Escobar started the Texas' 16th Congressional District's Congressional Youth Advisory Council (CYAC) as a leadership opportunity for high school students with an interest in public service and the legislative process.

The CYAC works with Congresswoman Veronica Escobar's office to research topics and bills while collaborating alongside their peers. All students living in the district and in grades 9-12 are eligible to apply.

The deadline for students to apply to be a part of next year's CYAC is in the Fall.

Questions? Olga.Avant-Mier@mail.house.gov

Additional Services

Washington, D.C Tour Requests

- White House Tours
- US Capitol Building Tours
- Library of Congress Tours
- Presidential Greetings for milestone occasions
- Flag Requests

Congressional Commendations

- Appointment to public office
- Awards or honors
- Citizenship
- Eagle Scout
- Election to public office
- Girl Scout Gold Award
- Graduation
- Heroism
- Other achievements of public distinction

Questions and Discussion



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-362, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Economic and International Development, Lindsey Adams, (915) 212-1622

Economic and International Development, Elizabeth Triggs, (915) 212-0094

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Presentation and discussion from the Office of Congressman Tony Gonzales, representative of Texas' 23rd Congressional District, on the upcoming FY2024 appropriations process and other federal legislative updates.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: March 14, 2023
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Lindsey Adams; 915-212-1622
Elizabeth Triggs; 915-212-0094

DISTRICT(S) AFFECTED: ALL

STRATEGIC GOAL: Goal 6: Set the Standard for Sound Governance and Fiscal Management

SUBGOAL: Goal 6.8: Support transparent and inclusive government

SUBJECT:

Presentation and discussion from the Office of Congressman Tony Gonzales, representative of Texas' 23rd Congressional District, on the upcoming FY2024 appropriations process and other federal legislative updates.

BACKGROUND / DISCUSSION:

The Office of Congressman Gonzales will provide Council and the public with an overview of the FY2024 appropriations and Community Project Funding process and a description of their district office services and engagement for constituents.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: City Manager's Office

SECONDARY DEPARTMENT: Economic & International Development

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



Elizabeth Triggs, Director, Economic & International Development

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)



Office of Congressman Tony Gonzales

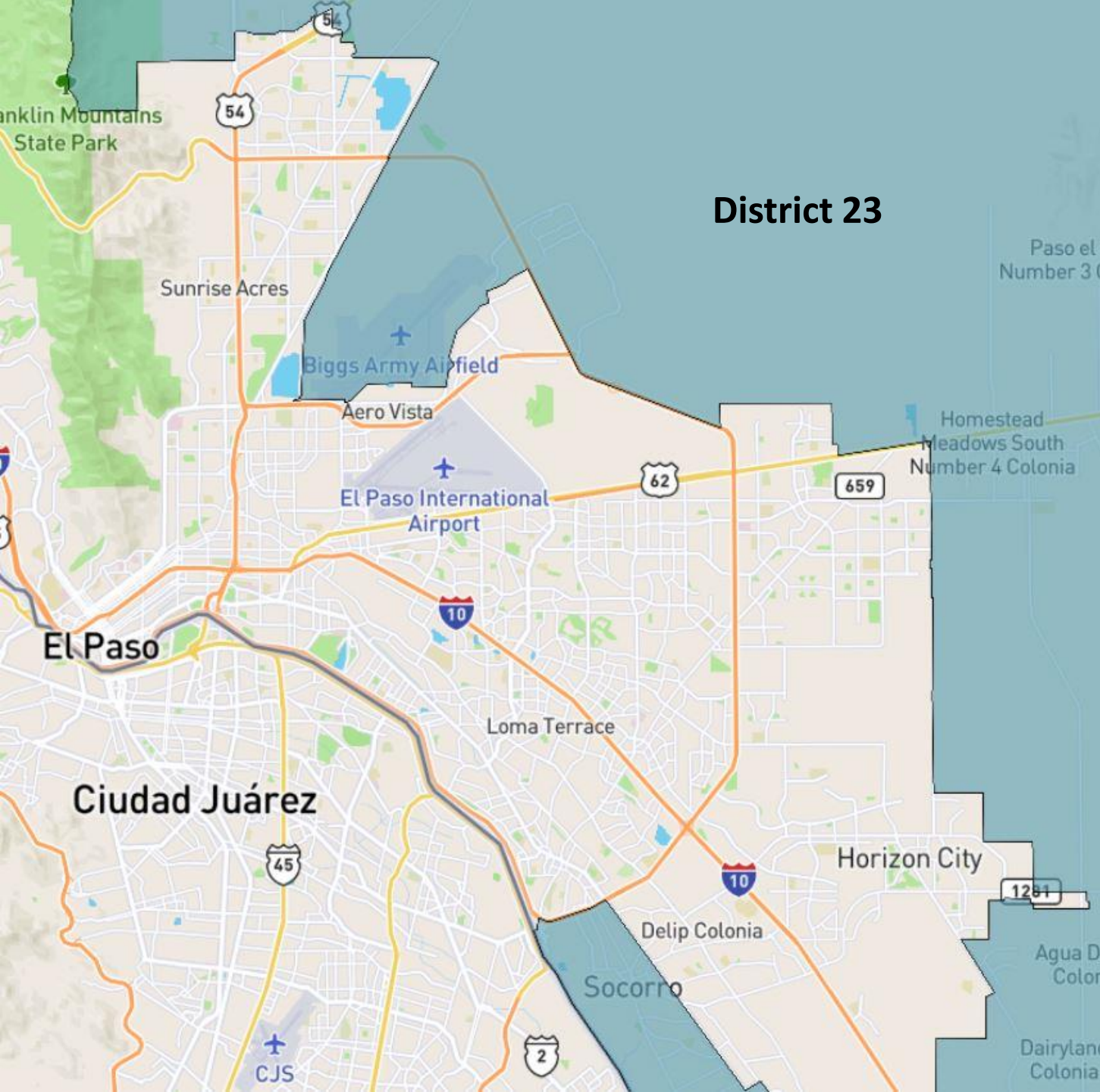
District Update by
Rodrigo Estrada, Reg. District Director

TX 23rd Congressional District

- 29 Counties
- 5 District Offices
- 8 International Bridges & Border Crossings
- 2 National Parks; 14 State Parks & Sites
- Represents the largest stretch of the U.S. Mexican border that is over 800 miles.
- El Paso Office covers El Paso, Hudspeth, Culberson, Winkler, Loving, and Reeves County



El Paso City Limits



- Mission Valley
 - Valle de las Misiones
 - Rio Bosque Wetlands
 - Vista del Prado
 - Puente de Zaragoza
 - Ysleta del Sur Pueblo
- Northeast
 - North Hills
 - Sandstone Ranch Estates
 - Mesquite Hills North
 - Summerlin
 - Shearman Park
 - Newmann
 - Bowen
- Far East
 - Montana Vista
 - Homestead Meadows North
 - Homestead Meadows South
 - Hueco Tanks
- Fort Bliss
 - Biggs Army Airfield
 - 3rd Infantry Division Artillery HQ
- Socorro, San Elizario, Clint, Fabens, Tornillo

Office Locations

Washington DC Office

- Address: 2244 Rayburn House Office Building Washington DC 20515
- Phone: (210) 225-4511
- Fax: (202) 225-2237

El Paso District Office

- **Address: Casa Ortiz**
10167 Socorro Rd, Socorro, TX 79927
- **Phone: (915) 990-1500**

San Antonio District Office

- Address: 4372 N. Loop 1604 W Suite 205 San Antonio, TX 78249
- Phone: (210) 806-9920

Ft. Stockton District Office

- Address: 103 W. Callahan St. 1st Floor Ft. Stockton TX 79735
- Phone: (432) 299-6200

Uvalde District Office

- Address: 2401 Garner Field Rd. Building Q Uvalde, TX 78801
- Phone: (830) 333-7410

Del Rio District Office

- **Address: 712 East Gibbs Street, Suite 101, Del Rio, TX 78840**
- Phone: (915) 990-1500

Committee Assignments for 118th Congress

House Appropriations Committee

- Subcommittee on Military Construction, Veterans Affairs, and Related Agencies
- Subcommittee on Transportation, Housing and Urban Development, and Related Agencies
- Subcommittee on Commerce, Justice, Science, and Related Agencies

House Homeland Security Committee

- Subcommittee on Border Security and Enforcement
- Subcommittee on Counterterrorism, Law Enforcement, and Intelligence

Community Project Funding

Community Project Funding (CPF) provides investment in a wide variety of projects such as transportation, public facilities, emergency services, broadband, economic development and other critical infrastructure and services.

- For FY'23, each Member of the House of Representatives was limited to 15 requests.
- Requestor must be able to demonstrate community support for the project.
 - » Support include letters from elected officials, community leaders.
 - » press articles, newspaper editorial board pieces
 - » a state-intended use plan or community development plan
- Requestor MUST submit 3 examples of community support to the office of Rep. Tony Gonzales in order for the request to be considered.
- The recipient of the CPF must be a governmental entity or 501(c)(3) nonprofit organization. Requests made by for-profit entities are NOT permitted.
- FY24 CPF Internal Deadline is March 19, 2022.

Congressman Gonzales Secures \$62 Million in Community Project Funding for TX-23

Project Name: Riverside Canal Concrete Lining Project

Awarded Amount: \$100,000

Intended Recipient: El Paso County Water Improvement District No. 1

Explanation of the request: Funds would be used to concrete line a 1-mile section of the Riverside Canal throughout the greater El Paso County region. This project would help manage and allocate Rio Grande water to use during drought years including for 49,000 acres of agricultural land in El Paso County. The benefits of the project include significant water savings, reductions in maintenance, and improved operational capacity for EPCWID1.

Project Name: Sandhills Wastewater Collection System

Awarded Amount: \$2,500,000

Intended Recipient: El Paso County Planning & Development Department

Explanation of the request: This project would provide first time sanitary wastewater collection to approx. 1,056 people 352 homes within 5 colonies and decommission the currently used septic tanks. Inadequate water is a constant threat to this region of TX-23 and with the communities being poorer, finding solutions to the issues proves difficult.

Congressman Gonzales Announces \$600,000 for MPO Safe Streets For All Project

This funding will allow for the creation of a comprehensive safety action plan and an oversight committee responsible for its development and implementation. This plan will address safety measures that employ low cost, high impact strategies and adopt technologies to improve safety across the region.

**Congressman
Tony Gonzales
announces
\$1.5 million to
support
dislocated
troops in El
Paso**

\$1.5 million to support employment and training services for transitioning military service members in and around the U.S. Army's Fort Bliss installation in Texas.

Legislative Updates



- **Reducing Excessive Vetting Authorities to Maintain our Ports (REVAMP) Act** - Allow U.S. Customs and Border Protection (CBP) to conduct minor repairs at land ports of entry (LPOEs), without involving the General Services Administration (GSA)
- **FY23 NDAA** – Included four amendments authored by Congressman Gonzales. TX-23 is home to critical military installations including Joint Base San Antonio, Laughlin Air Force Base, and Fort Bliss.



THANK YOU



Casa Ortiz
10167 Socorro Road
Socorro, TX 79927



O. (915) 990-1500



Rodrigo.Estrada@mail.house.gov



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-334, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Economic and International Development, Lindsey Adams, (915) 212-1622

Economic and International Development, Elizabeth Triggs, (915) 212-0094

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action on the FY 24 Community Project Funding requests to be submitted for consideration through the House Appropriations Committee process.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: March 14, 2023
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Lindsey Adams, 915-212-1622
Elizabeth Triggs, 915-212-0094

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 6: Set the Standard for Sound Governance and Fiscal Management

SUBGOAL: N/A

SUBJECT:

Discussion and Action on the FY 24 Community Project Funding requests to be submitted for consideration through the House Appropriations Committee process.

BACKGROUND / DISCUSSION:

The House Committee on Appropriations will be accepting applications for appropriations requests for FY 2024 from Members of Congress. This funding allows for eligible projects in the El Paso region to be considered for funding allocations. The City of El Paso has previously been awarded projects via this process in FY 2022 and FY2023. These projects include:

- \$1 million to the City of El Paso for the Paso Del Norte Trail
- \$525,000 to the City of El Paso for the El Paso Police Department BodyWorn Camera Program
- \$1.75 million for the Airport Solar Covered Parking Project

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Economic & International Development

SECONDARY DEPARTMENT: N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



Elizabeth Triggs,
Director, Economic & International Development



FY24 Community Projects Funding Opportunities

March 14, 2023



Strategic Goal 6

Set the Standard for
Sound Governance and
Fiscal Management





\$71.6M IN AWARDED GRANTS*

\$5M To the Airport for Terminal Improvements (via FAA)

\$13M To the Airport for RWY 8R and TWY U (via USDOT)

\$8.8M For Sun Metro Buses (via USDOT)

\$25M For Advanced Manufacturing (via EDA)

\$12M For the Ysleta Port of Entry (RAISE via USDOT)

\$1M For the PDN Trail (CPF via Congress)

\$4.1M For the PDN Trail (CPF via Congress)

\$0.9M Downtown Deck Plaza Design (RAISE via USDOT)

\$1.75M For Airport Solar Installation (CPF via Congress)

DISCRETIONARY GRANTS ACTION PLAN

The **Discretionary Grants Action Plan** contains details on planned grant submissions for that quarter, including:

- Projects
- Priorities
- Grant Programs
- Submitted Applications
- Awards

**\$71.6M
AWARDS**



**\$450M+
APPLICATIONS**



**\$160M+
COLLABORATIVE**



**20+ PROJECT
PARTNERS**



15 PLANNED APPLICATIONS FOR FFY23





Community Project Funding Program

- House Appropriations Committee Community Projects Funding Program opens mid-March
- Solicitation is now open for FY 2024 (as of 3/2/23)
- The City of El Paso can submit projects to congressmembers offices for consideration



Previous Year's Funded Projects

- FY22
 - \$1 million to the City of El Paso for the Paso Del Norte Trail
 - \$525,000 to the City of El Paso for the El Paso Police Department Body-Worn Camera Program
- FY23
 - \$1.75 million for Solar Covered Parking at EPIA



Community Project Funding Guidelines & Requirements



- Projects must have **demonstrated community support**
- **Matching funding must be available** for each project from the state/local government (does not have to be in hand, but there must be a plan to fund in order to meet requirements of submission)
- These projects can **only be funded for FY2024** and there will be **no revolving funds**
- The house appropriations committee values **high quality projects**
- Each Congressperson may only submit **15 projects**
- There are **many eligible categories** - a broad range of projects can be submitted
- The amount of funding per project and match required is **dependent on the committee** it will be submitted to

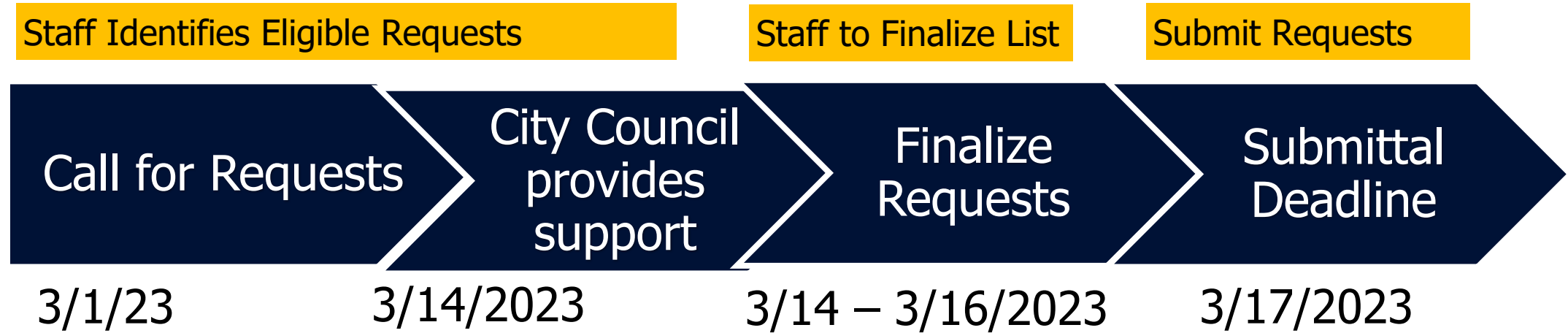


City Staff's Selection Criteria

- Several solid proposals vetted to ensure alignment with federal criteria, reflect what we know from previous selection rounds, and:
 - Are **tangible – projects and programs**
 - Tie into our **Strategic Plan**
 - Able to be implemented **within one year** timeline
 - Match is available



Submittal Timeline



We will be submitting projects to both Congresswoman Veronica Escobar & Congressman Tony Gonzales

Community Project Funding Requests- 7 Proposals



Project	Total Cost	Federal Request	Local Match	Description
1. Ysleta Port of Entry Feasibility Study	\$3,000,000	\$2,400,000	20% \$600,000	<ul style="list-style-type: none"> • Conceptual design and cost estimation; • Collecting data necessary to perform a Benefit Cost Analysis (BCA); and, • Identifying potential traffic, safety, and capacity improvements. • <i>Transportation Category- Bridges P3 Account</i>
2. Airport Terminal Drive Bridge Replacement	\$3,750,000	\$3,000,000	20% \$750,000	<ul style="list-style-type: none"> • Reconstructing Terminal Bridge structures; and, • New pedestrian and cycling infrastructure. • <i>Transportation Category- Airport Enterprise Funds</i>
3. Sun Metro Micro-Transit Project	\$900,000	\$720,000	20% \$180,000	<ul style="list-style-type: none"> • Provide transit-dependent customers with transportation options • <i>Transportation Category – Sun Metro Capital Investment Account</i>
4. EDD Business One-Stop Shop (BOSS)	\$1,000,000	\$1,000,000	0% \$0	<ul style="list-style-type: none"> • <i>Planning, design, and implementation of improvements to the City of El Paso Business One-Stop Shop (BOSS) program and site.</i> • <i>HUD CBDG Economic Development Initiatives – No match required</i>
5. Northeast Rail Spur Phase I	\$3,750,000	\$3,000,000	20% \$750,000	<ul style="list-style-type: none"> • <i>Road improvements for Stan Roberts</i> • <i>Transportation Category- Impact Fund</i>

Community Project Funding Requests- 7 Proposals



Project	Total Cost	Federal Request	Local Match	Description
6. Language Request for Port Infrastructure Development Program	N/A	N/A	N/A	<ul style="list-style-type: none">• Request language changes to National Defense Authorization Act for Fiscal Year 2010 (Public Law 111-84) expanding USDOT Port of Entry Development Program to include Land Ports of Entry• If successful, El Paso POE projects could request up to \$165M for construction
7. Regional Masterplan for Ports of Entry	\$3,750,000	\$3,000,000	\$750,000	<ul style="list-style-type: none">• Regional Masterplan for POE's including all ports from Tornillo to Santa Teresa• The El Paso Chamber and EP MPO will apply in coordination• City of El Paso would provide a letter of support



Next Steps:



- **Obtain support** from City Council to submit the recommended projects
- Staff will finalize projects to ensure that they meet eligibility requirements for solid proposals
- Submit projects prior to **March 17** deadline
- **Provide Council a list of final projects selected and submitted**



Requested Action:



Direct the City Manager to identify and submit eligible projects for the FY24 Community Project Funding program ensuring that the projects: (1) align with the City's Strategic Plan goals and objectives; and (2) have match funding available prior to submittal.



Mission

Deliver exceptional services to support a high quality of life and place for our community



Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government



Values

Integrity, Respect, Excellence, Accountability, People



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-333, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

*Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.*

All Districts

City Manager's Office, K. Nicole Cote (915) 212-1092

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Budget Update - Fixed Costs and Quality of Life.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: March 14, 2023

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME AND PHONE NUMBER:

K. Nicole Cote Managing Director, City Manager's Office (915) 212-1092

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: 6. Set the Standard for Sound Governance and Fiscal Management

SUBGOAL: N/A

SUBJECT:

Budget Update – Fixed Costs and Quality of Life

BACKGROUND / DISCUSSION:

Budget Update – Fixed Costs and Quality of Life

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

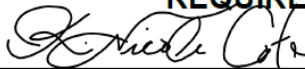
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: City Manager's Office - Office of Management and Budget

SECONDARY DEPARTMENT: Police and Fire Departments

*******REQUIRED AUTHORIZATION*******

DEPARTMENT HEAD:



(If Department Head Summary Form is initiated by Purchasing, client
department should sign also)

Budget Update Fixed Costs & Quality of Life Investments

March 14, 2023

Agenda

- Investment in Quality of Life
 - Impact of Quality of Life Bond 2012
 - Completed Projects
 - Upcoming impacts of Quality of Life
- Impact of Fixed Costs



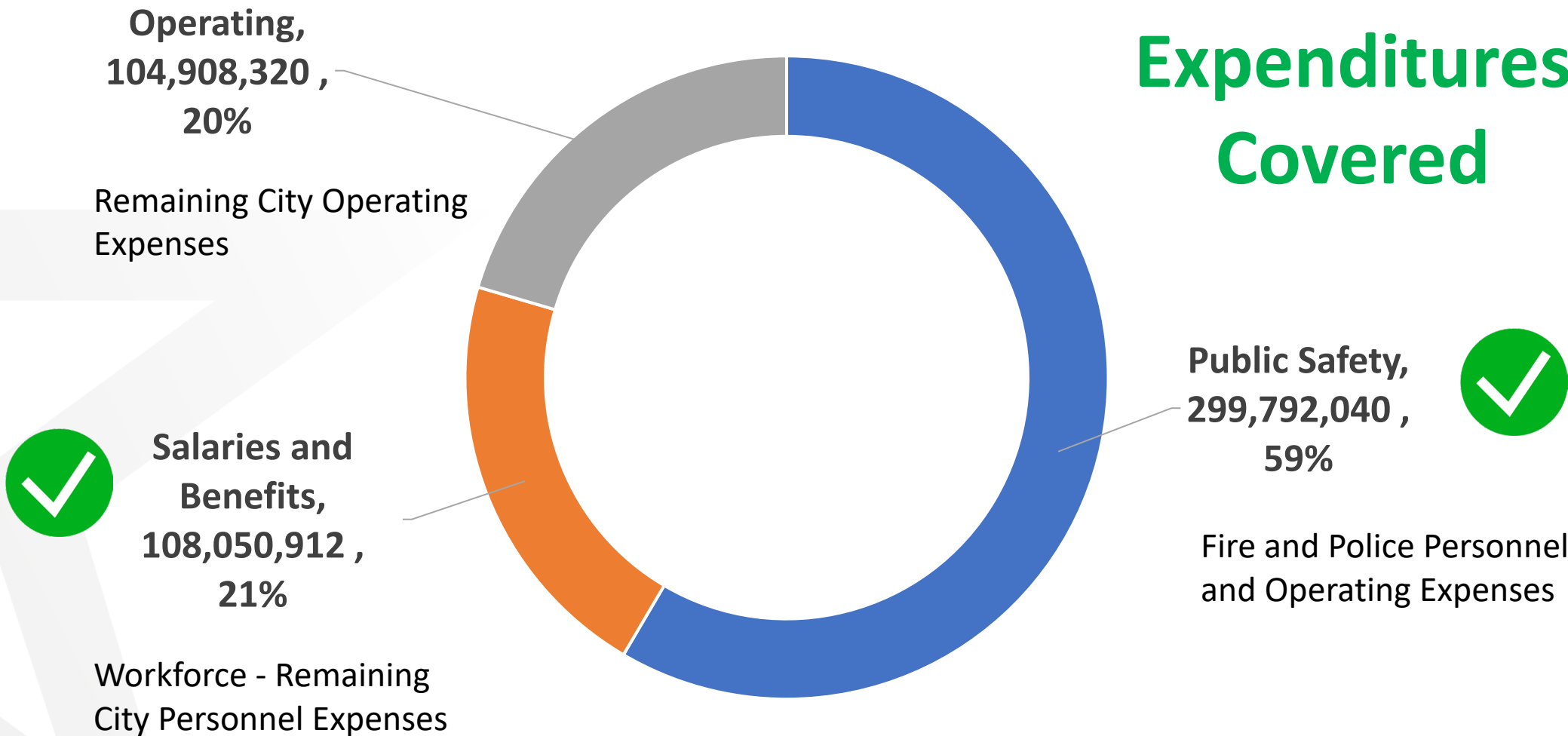
Financial and Operational Sustainability

Five-Year Financial Forecast Cost Drivers

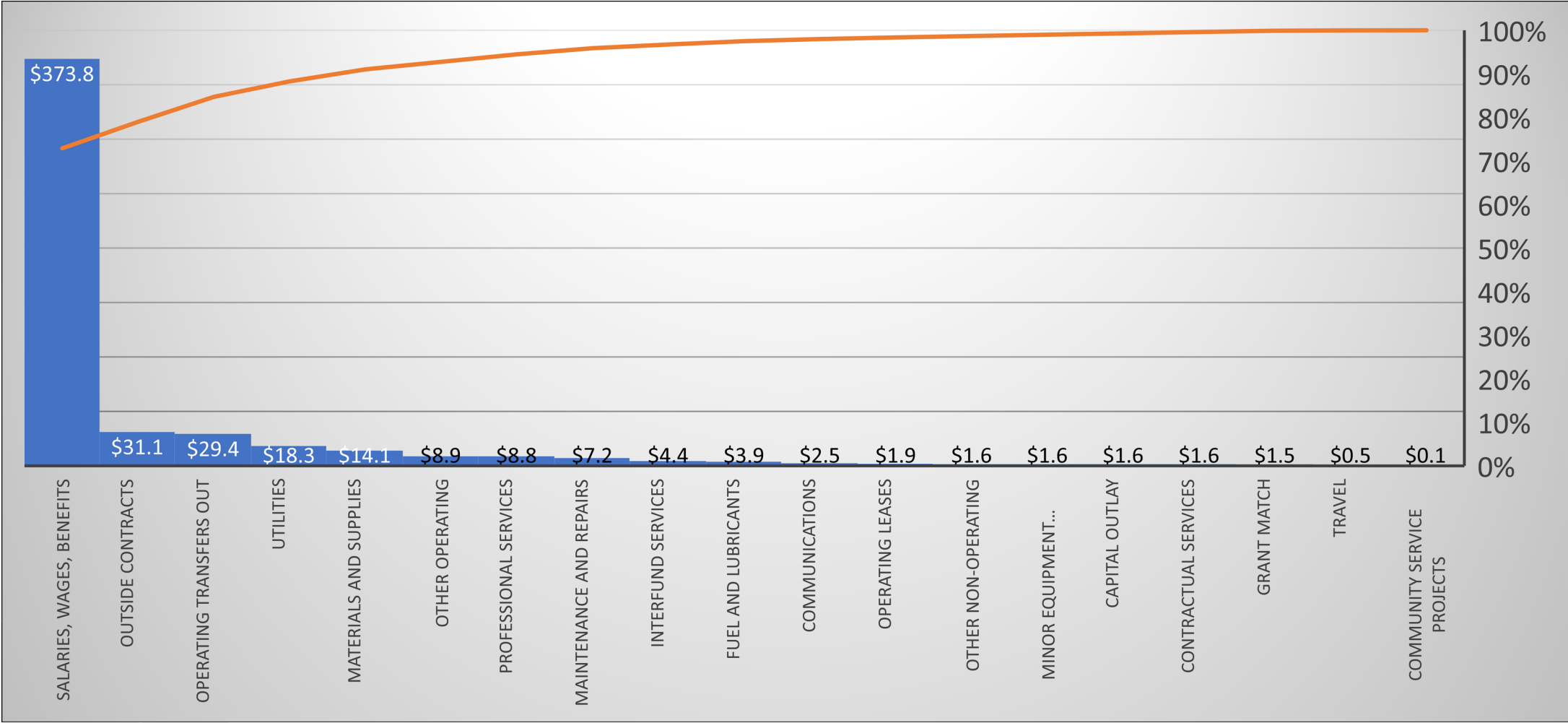
- A key component of the Integrated Budget Process is the Five-Year forecast
 - It provides a snapshot of the upcoming budget, as well as a focus on future years revenue and expenditure projections
 - The Budget Update presentations will lead to the full Five-Year Forecast presentation in March
 - The **two largest cost drivers** in the budget development are related to the **workforce** and **public safety** investments
- 80% {
- Back on January 31, 2023 the Budget Update focused on overall workforce investments
 - On February 28, 2023 we focused on Public Safety Investment
 - Today, we will focus on impact of Quality of Life Capital Projects and Fixed Costs

Budget Update Items

80% of
Expenditures
Covered



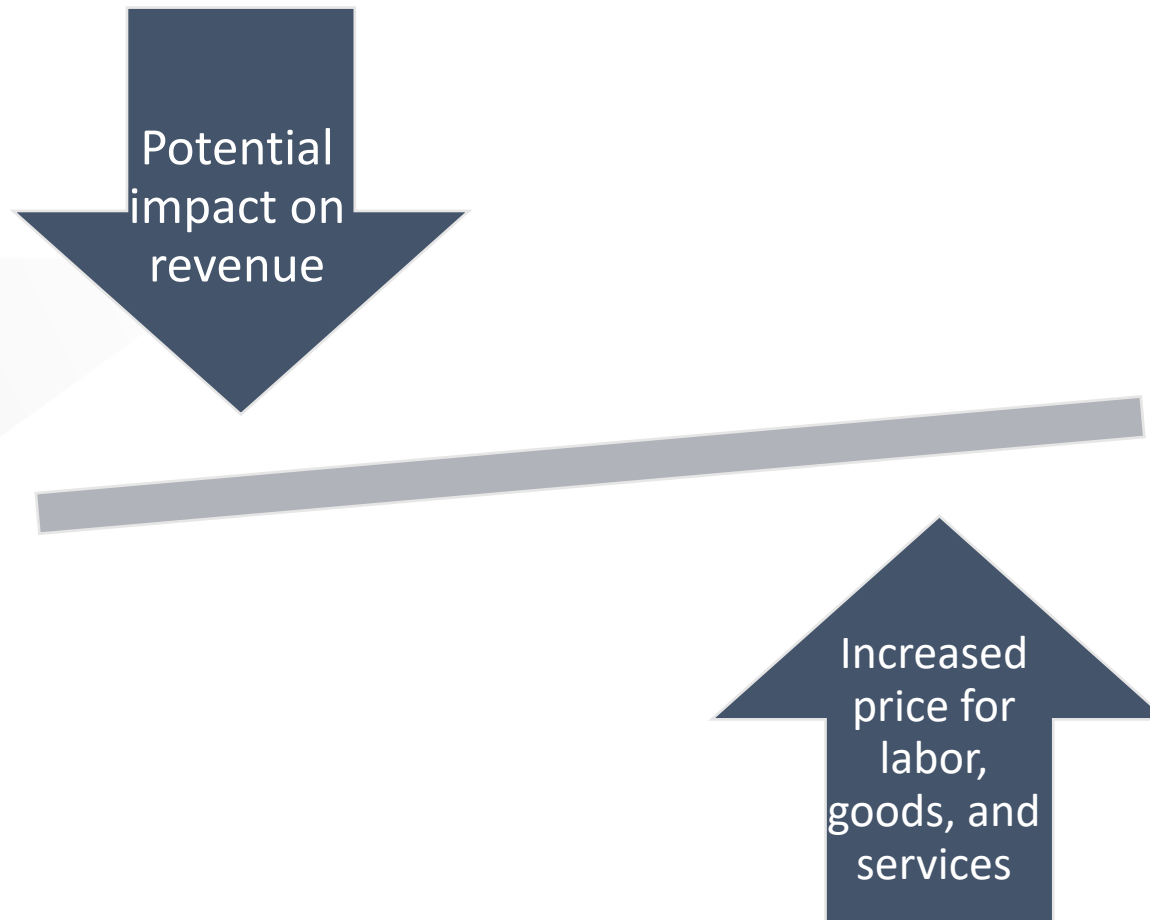
Current General Fund Budget Expenditures by Category



Recap of Current Budget

- 80% of the budget is salaries, benefits, and public safety
- 20% is operating costs that include fixed costs, contractual obligations, materials, and supplies
- Recent inflationary pressures and tight labor market has resulted in increased price of goods and services
- SB2, 3.5% property tax cap, does not account for high levels of inflation impacting City budgets
- As the price of goods and services remain high, primary revenue sources (sales taxes) will be impacted
- Increased costs, potential for less available revenue, and priority to minimize impact on taxpayers

Economic Situation

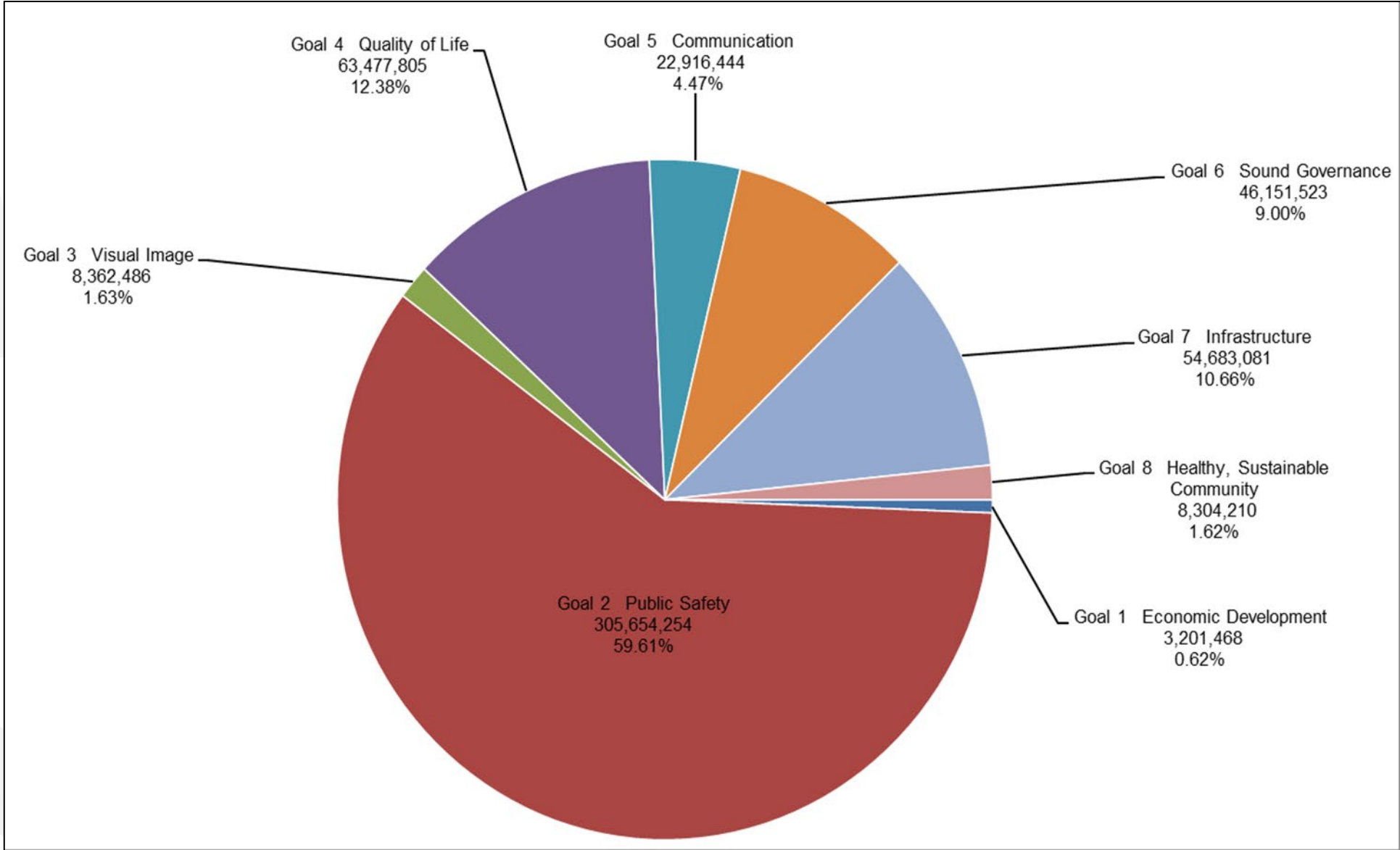


Quality of Life Investments

Parks and Recreation, Libraries, Zoo,
and Museums and Cultural Affairs



Current Budget Recap



List of Completed Bond Projects

Eastwood Dam – Wrought Iron Gate Improvements (NIP)	Zoo - Africa Red River Hog Exhibit	Zoo - Event Tent (additional shade)	Crestmont Park Improvements
Digital Wall @ History Museum	Ponder Park Improvements(All Abilities)	Museum of Archaeology ADA upgrade	Mountain View Park Improvements
Lomaland Park Improvements (NIP)	Zoo - Animal Holding Phase I Improvements	Angora Loop Median Improvements NIP III	Cimarron Unit 1 Metal Shade Canopy
Newman Park Improvements (NIP)	Zoo - Education Animal Holding	Crestmont Canopy over playground	Hawkins Pool Roof Replacement
Chuck Heinrich Park (NIP)	Citywide Play Equipment Installation Group 2	Richard Burges Library Renovation	Todd Ware Park Improvements
Summit Fillmore Park Improvements (NIP)	Coyote Park - Citywide Canopy Installation	Zoo - Giraffe Shade (Support Elements)	N. Carolina Retaining Wall
Radford Park	Museum of Archaeology Gazebo	Judge Marquez Branch Library	District 7 Chapoteo Neighborhood
Coronado Curb Cut Improvements (NIP)	Pavo Real Enhanced Spray Park	Sergio Troncoso (Ysleta) Library	Palm Grove Park Improvements
Madeline Park (NIP)	Ponder Park Outdoor Sports Field Lighting	Sergio Troncoso (Ysleta) Library Parking Lot	District 2 Lost Kingdom Water Park
Patriot Place Park Improvements (NIP)	Rutherford Curb Cut Improvements NIP III	Trailhead Parking Areas and Amenities -	Madeline Park Improvements
Sunrise Park Restroom Improvements (NIP)	Salvador Rivas Spray Park	Trailhead Parking Areas and Amenities -	Clardy Fox Library Renovations
John Lyons/ Cheryl Ladd Park QOL	Zoo - Event Tent	Trailhead Parking Areas and Amenities -	Sandstone Ranch Metal Shade
Yucca Park Improvements	Sandstone Ranch Estates Park Improvements-	Trailhead Parking Areas and Amenities	Haddox Family Park Improvements
Downtown Pedestrian Pathways	Escondido, Robles & Espada SW Gaps NIP III	Shawver Outdoor Sports Lighting	Eastwood (Album) Metal Shade
Carlos Bombach Park (NIP)	Aztec & Navajo SW Gap NIP III	Sue Young Sports Lighting	Sandstone Ranch Estates Metal
Downtown Benches (NIP)	N. Carolina Speed Indicator Signs NIP III	Adrian Garcia Park	Sun City Lights - District 5
Gallagher Street Sidewalk Improvements (NIP)	Wayne Retention Pond Rock Wall - NIP III	McKelligon Canyon Pavilion Structural	Travis White Park Improvements
Valle de Las Misiones Street Lights (NIP)	James Grant Area Residential Street Lights NIP	Chihuahuan Desert Exhibit Complex	Newman Park Metal Shade Canopy
Cielo Vista Ramps (NIP II)	Polly Harris Doors	Museum of Art Roof Replacement and	South American Pavilion
Valley View Street Lights (NIP)	Marty Robbins Canopy over Playground	Paseos Del Sol Park Improvements	Sports Field Lighting (Veterans,
Ethel & Edgar Sidewalk Gaps (NIP II)	Vista Del Valle Canopy over playground	Bartlett Park Improvements	Ventanas Destiny Metal Shade
Trowbridge Sidewalk Gap (NIP II)	Clifford Ponding Area Improvements NIP III	Shawver Renovate Sports Fields	Pueblo Viejo Park Improvements
Mission Hills Park Improvements (NIP)	Summit Fillmore Park Improvements NIP III	Thomas Manor Park Improvements-NIP II	Jose Cisneros Library Improvements
Blackie Chesher Lighted Flat Fields (Sports Field Lighting)	Love Road crosswalk and landscaping NIP II	Museum of History Track Lighting	Esperanza Moreno Library
Barron Park	Westside Pool	Jan Sumrall Trailhead Playground	Armijo Branch Library Improvements
Zoo - Africa Wild Dog	Pueblo Viejo Park Picnic Table Canopies - NIP III	Salamanca and Pejamo ADA Ramps	Pueblo Viejo Park Metal Shade
Zoo - Reptile Building	Museum of Art Gallery Upgrade	Balsam Sidewalk Gaps	Salvador Rivas Park Phase III
Ranchland Hills Lights (NIP II)	Edgemere Park NIP III	Eastside Senior Center (Pebble Hills)	Seville Recreation Center
San Jacinto Plaza	Houston Park Improvements NIP III	Blackie Chesher Metal Shade Canopy	Joey Barraza and Vino Memorial Park
Little River Park Improvements (NIP)	Argal Park at Las Palmas (Las Palmas/Pendale	Zoo - Kalahari Improvements	Pavo Real Recreation Center
E.L. Williams Park Improvements-NIP II	Eastside Sports Complex Design/Build Phase 1	Memorial Park Library Branch Expansion	Westside Branch Library
Pueblo Viejo Park Improvements- NIP II	Mountain View Park Lights Improvements NIP III	Rim Area Street Signs	Dick Shinaut Concrete Skate Park
Johnson Basin	H.T. Ponsford Park Improvements- NIP II	Sunset Heights and Old San Francisco	Trailhead Improvements - Chuck
Jorge Montalvo Park Improvements	Zoo - Carousel Site Development	Yucca Metal Shade Canopy	Joey Barraza and Vino Modular Play
Digital Wall (History Museum)Roof Drain Alterations	Borderland Park Improvements NIP III	Irwin J Lambka Metal Shade Canopy	Westside Community Park Soccer
Stiles Park Handball Court	Socorro Rd. Landscaping Improvements NIP III	Nations Tobins Metal Shade Canopy	

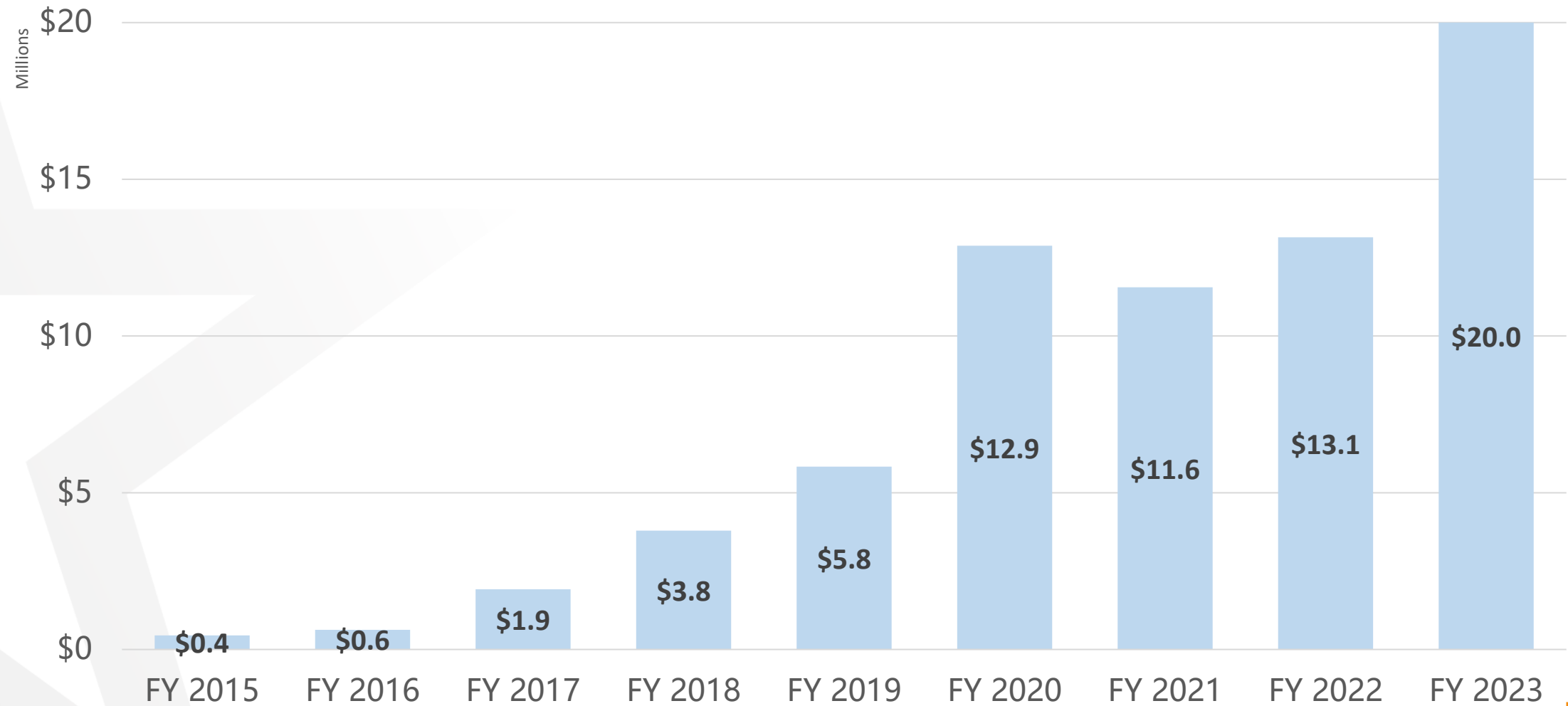
Investments in Quality of Life

Parks and Recreation, Libraries, Zoo & Museums and Cultural Affairs

New Project Operations and Maintenance:

- Increase in staffing
- Increase in contractual services
- Increase in utilities
- New capital equipment and future replacement

Quality of Life – Cumulative O & M



List of Upcoming Bond Projects



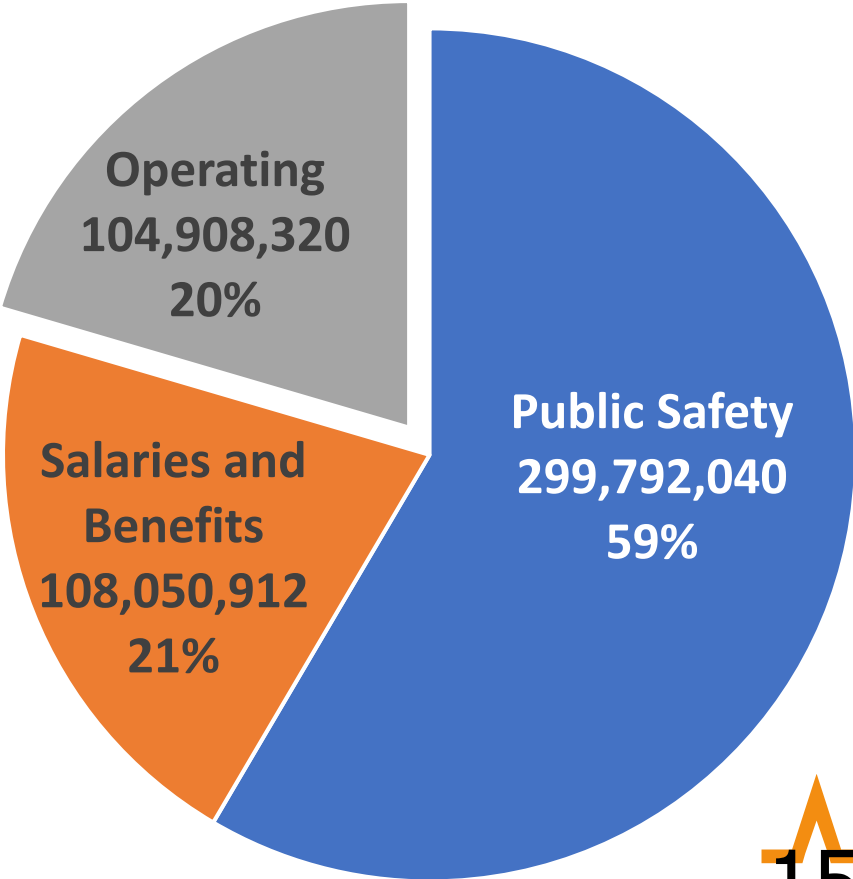
- Leopard and Elephant Exhibit Renovations
- Lomaland (Sylvia Carreon) Recreation Center Bridge Ramp
- Manhattan Heights Historic Archway Illumination
- Nolan Richardson Recreation Center
- Penguin Exhibit and Life Support Project (full year impact)
- Sea Lion Exhibit Repair and Upgrade
- South American Pavilion Restrooms
- Wainwright and NE basin Park Improvements
- Dorris Van Doren,
- Mexican American Cultural Center
- Main Library Renovations

Fixed Costs

FY 2023 General Fund Budget Breakdown



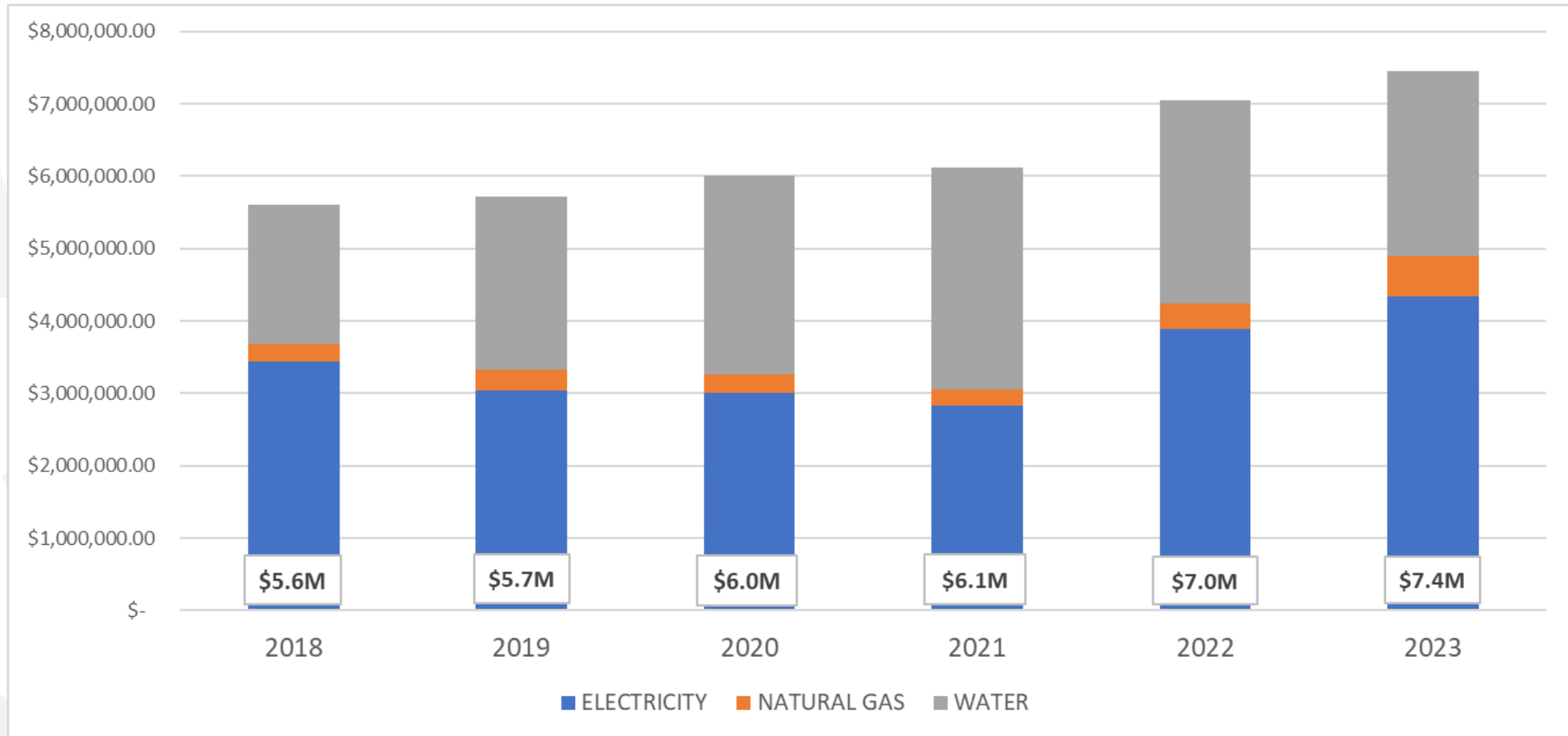
Examples of What’s in the “Operating” Category	Amount
Utilities	\$18,300,459
Appraisal Services	\$4,922,120
IT software/hardware contracts	\$9,727,789
Vehicle maintenance/fuel	\$7,902,943
Phones, postage, shipping	\$2,482,023
Maintenance & repairs (bldgs. Pools, streets)	\$6,987,166
General liability and property insurance	\$2,251,071
Janitorial and security contracts	\$4,745,033
Economic Development Agreements	\$3,635,933
Animal Shelter (employee costs budgeted as a transfer)	\$4,192,958
Residential street projects	\$7,000,000
Subtotal	\$72,147,495,



Items above represent 14.7% of the Total General Fund Budget only 5% remaining

Utilities

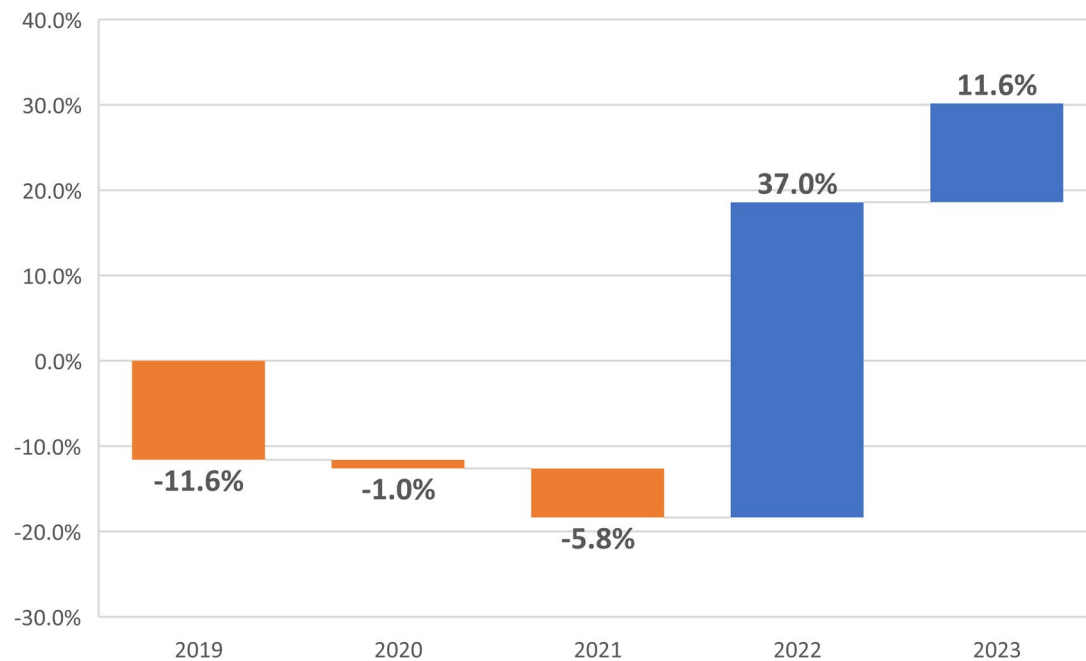
GF Expenditures as of the period ending January 31



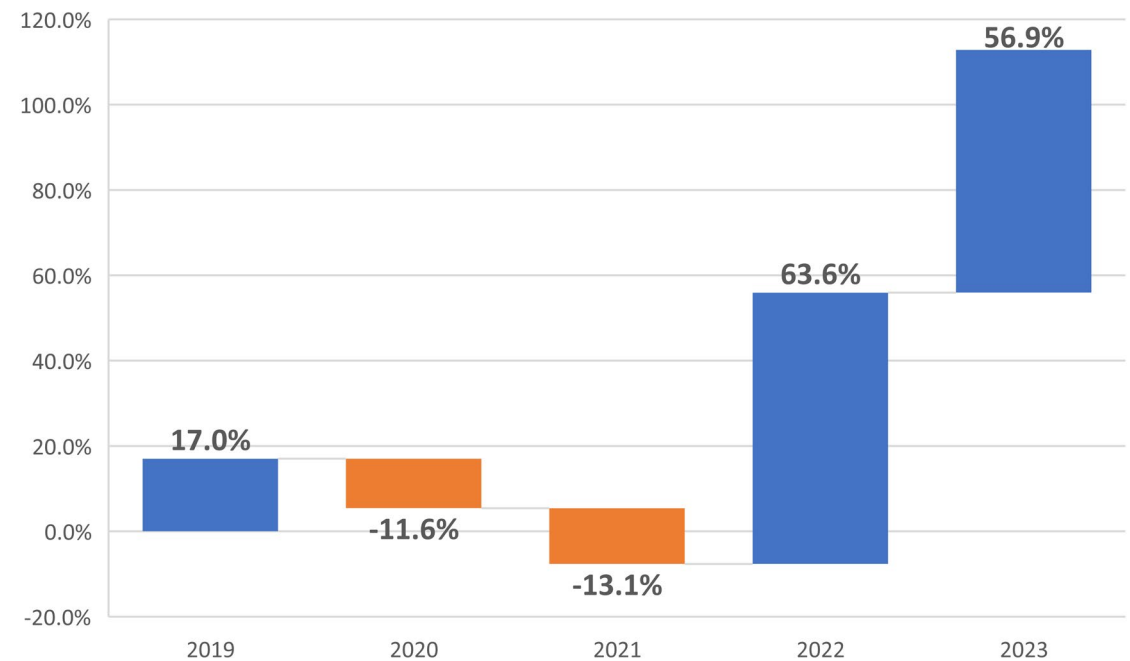
Utilities

Year-over-Year energy changes as of the period ending January 31

Electricity YoY Changes



Natural Gas YoY Changes



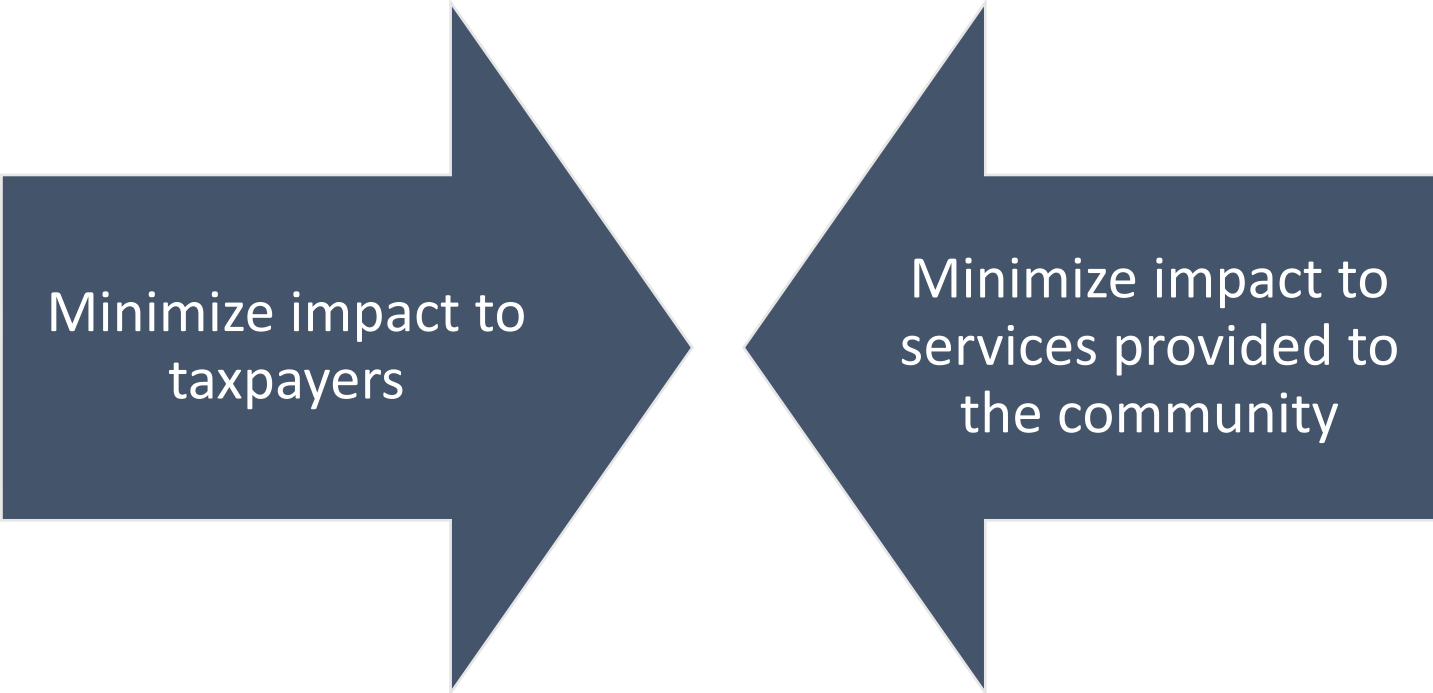
Aging Facilities/Capital Replacement

- Facility Review completed in 2015 and refreshed
- Quality of Life and Public Safety Bond Impacts
- Roof replacements
- HVAC Replacements
- Parks Amenities
- Vehicle Replacement

Inflationary Impacts

- Janitorial Service Contracts
- Security Contracts
- Billing and Collections
- Information Technology Contracts

Developing City Budget

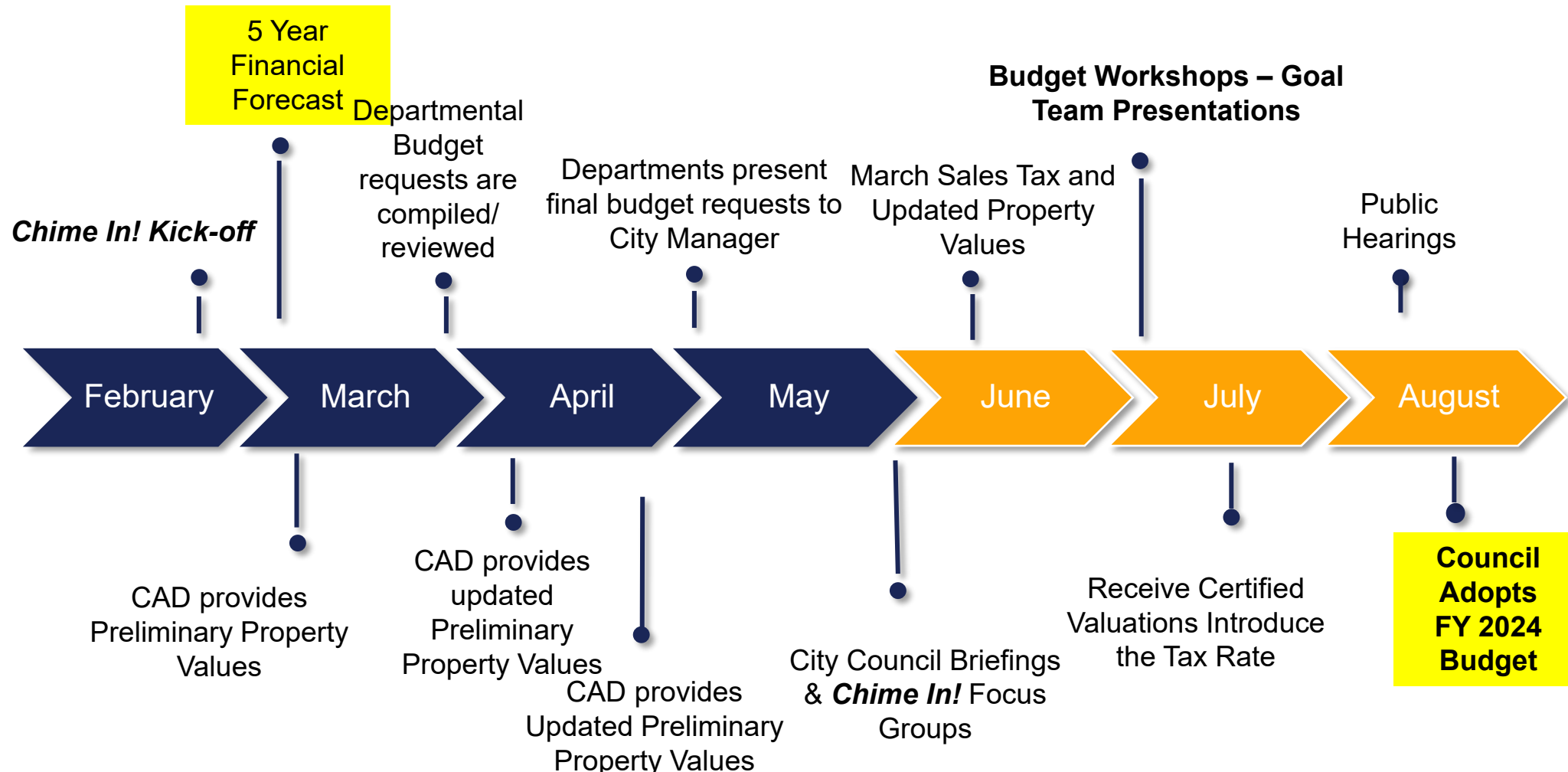
A diagram consisting of two large, dark blue arrows pointing in opposite directions towards each other. The left arrow points right and contains the text "Minimize impact to taxpayers". The right arrow points left and contains the text "Minimize impact to services provided to the community".

Minimize impact to
taxpayers

Minimize impact to
services provided to
the community

FY 2024 Budget Process Timeline

21



MISSION



Deliver exceptional services to support a high quality of life and place for our community

VISION



Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government



VALUES

Integrity, **R**espect, **E**xcellence,
Accountability, **P**eople



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-341, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

*Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.*

All Districts

Office of Climate and Sustainability, Nicole Ferrini, (915) 212-1859

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.
Management Update on the Office of Climate and Sustainability.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: 3/14/2023
PUBLIC HEARING DATE: NA

CONTACT PERSON(S) NAME AND PHONE NUMBER: Nicole Ferrini, 915.212.1659

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 8 - Nurture and Promote a Healthy, Sustainable Community

SUBGOAL: 8.4 Develop and implement a comprehensive climate action plan aligned with identified community priorities and established strategic objectives focused on transportation, infrastructure, economy and equity

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? **OR AUTHORIZE** the City Manager to do what? **Be descriptive of what we want Council to approve. Include \$ amount if applicable.**
Management Update on the Office of Climate and Sustainability

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

Update about the Office of Climate and Sustainability including focus, composition and future work of the Climate Change Plan. In the November 2022 ballot, Proposition C was approved to develop and implement a Climate Action Plan. This Proposition allocated \$5M for planning and implementation efforts. As a result, the City has been working on addressing how to manage those funds and advance climate action in El Paso.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

On January 17th, 2023, a presentation took place before City Council regarding climate action in the City, highlighting current and past climate related projects and programs.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

NA

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___NO

PRIMARY DEPARTMENT: Community and Human Development

SECONDARY DEPARTMENT:

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

Climate and Sustainability

Management Update

Nicole Ferrini, **Climate and Sustainability Officer**

Our Commitment to Climate Action

Funded through Proposition C: **\$5 Million voter-approved bond**

Objective # 1

Address the specific impacts of the global climate crisis as they relate to the **urban desert environment and vulnerable populations** of the Chihuahuan Desert.

Objective # 2

Ensure consistent and transparent collaboration inclusive of all interested stakeholders and community members assuring **tangible results and appropriate public accountability.**

Objective # 3

Pursue a **wide range of policy vehicles and funding resources** to advance the City of El Paso a leader in addressing the global climate crisis while balancing affordability and equity concerns for the community of El Paso.

Climate + Sustainability

PAST TO PRESENT

Efforts to address climate change and reduce the City of El Paso's carbon footprint date back to more than two decades.



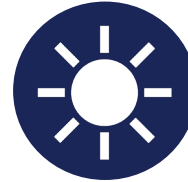
Climate + Sustainability

PRESENT TO FUTURE

The momentum is **NOW!!**



Municipal Energy
CFT



Solarize
Campaign
Launch



Innovation
Factory
Launch



Establish New
Office of Climate
+ Sustainability

Spring 2021

Summer 2021

Fall 2021

Early 2022

Late 2022

2023

Congresswoman
Escobar's Climate
Crisis Advisory
Committee

Facility Energy
Audits

Sun Metro Grant
For Electric Lift
Vehicles

Community
Progress Bond
Prop C



Community Climate Action Plan

El Paso needs a citywide Climate Action and Adaptation Plan centered on **equity and community vulnerabilities** to provide a roadmap toward **sustainability and resilience**.

The hired consultant will develop a **Community Wide Climate Action and Adaptation** plan with the following principles:

- Community Centered Plan
- Describe local Climate Change Impacts
- Develop Community Wide GHG inventories with projections
- Provide Climate Strategies
- Be equitable and consider those most vulnerable

- Provide best practices to implement plan
- Define strategies for use by city government
- Plan should be a reflection of the unique fabric of El Paso
- Bilingual living document
- Model for West Texas

What is a Climate Action Plan (CAP)?

- A strategic framework for **reducing greenhouse gas (GHG) emissions and adapting to the impacts of climate change.**
- A CAP includes measures **aligned with existing municipal priorities** to reduce GHG emissions and face current and future climate hazards.

4 Critical Components:

1. Community-wide **inventory** of existing emissions;
2. a **resilience and adaptation** focus;
3. prioritized mitigation and adaptation **actions**;
4. **funding** mechanisms; and **implementation** pathway.

Benefits

- **Health benefits:** improved air quality as a consequence of reducing GHG emissions will positively impact respiratory illnesses; heat mitigation strategies will result in better quality of life.
- **Equity:** **opportunity to use the CAP as a decision-making and implementation tool to address inequality in El Paso.**
- **Economic development:** a comprehensive CAP would enable access to funding opportunities for strategic projects, including important infrastructure and emergency response projects for El Paso.

Scope of Work

- A successful plan will identify a **clear and tactical path** for El Paso
- This plan is recommended to be **reviewed and refreshed regularly** and revisited at least every 5 years.

- Climate Perceptions Assessment
- Existing Community Asset Scan

1. Community Engagement

2. Local Impact Assessment

- Urban Desert Environment
- Vulnerable Populations
- Economic Shifts

- Emissions
- Energy, Water, Air
- Natural Resources

3. Baseline Data Capture

4. Climate Risks & Vulnerabilities

- Neighborhood
- Commercial
- Public Sector
- Prioritizing Equity

- Adaptation
- Mitigation
- Equity
- Resilience
- Sustainability

5. Climate Strategies

6. Short Term Implementable Actions

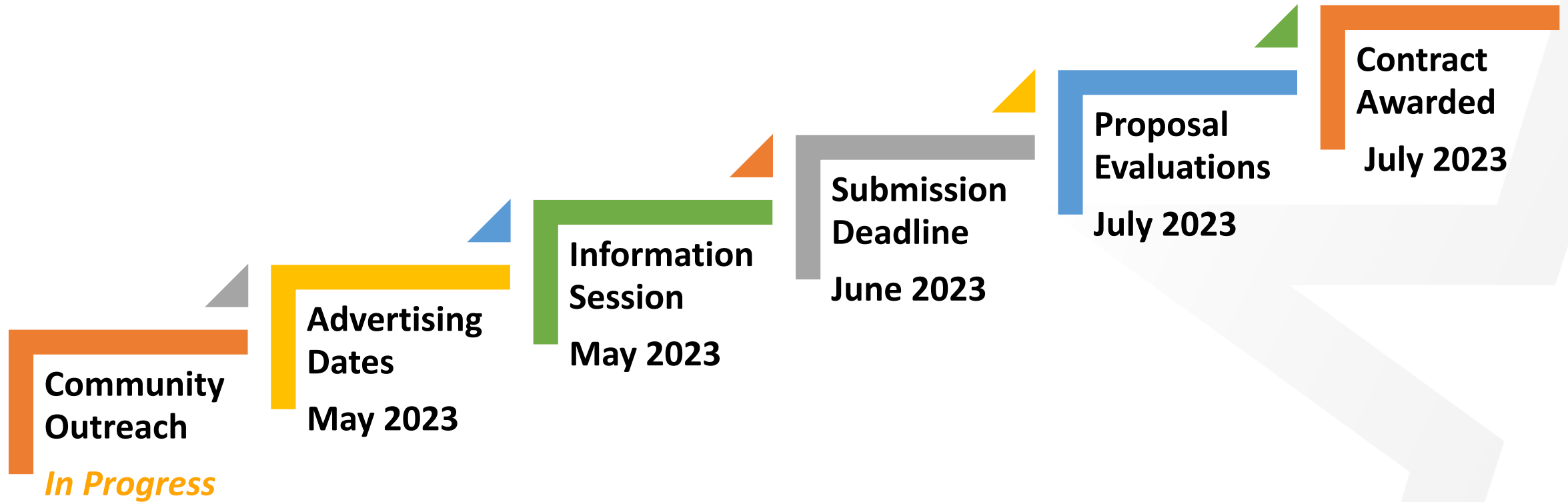
- Projects that can be executed before 2030
- Aligned with 30 by 2030
- Leveraging IRA and other federal support

- GHG Reduction Targets
- Renewable Energy Benchmarks
- Climate Mitigation Investment Plan

7. Long Term Implementation plan

- Infrastructure Resilience Investment Plan
- Long Term Cost Benefit Analysis

Proposed Timeline



Proposed Timeline

**Planning Kick
Off**
Fall 2023

**1st Interim
Report**
Spring 2024

**2nd Interim
Report**
Fall 2024

**Final Report:
Call to Action**
4/1/2025

Next Steps

Outreach and Engagement

- Engage with community stakeholders to identify **high-level vision / mission for the work.**

Climate Action + Disaster Mitigation Plan

- Engage best in class consulting team
- Leverage **Communities of Excellence** Partnerships
- Both Plans would be refreshed annually and revisited triennially

Driving efficient and equitable climate solutions

- Develop **tactical, measurable actions** in tandem to the strategy
- Minimize redundancies across departments and partners, maximizing resources and impact
- Equitably support the most vulnerable frontline communities that are often under-resourced for adaptation efforts.

MISSION



Deliver exceptional services to support a high quality of life and place for our community

VISION



Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government



VALUES

Integrity, **R**espect, **E**xcellence,
Accountability, **P**eople



Legislation Text

File #: 23-283, Version: 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

District 8

Economic and International Development, Karina Brascalla, (915) 212-1570

Economic and International Development, Elizabeth Triggs, (915) 212-0094

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

An Ordinance approving an amendment to the Project Plan and Reinvestment Zone Financing Plan for Tax Increment Reinvestment Zone Number Five, City of El Paso, Texas, to allocate up to Fifty Thousand Dollars of the Tax Increment Reinvestment Zone annual revenue to the Downtown Plan Alley Activation effort to support improvements to Henry Trost Court; to allocate up to Eight Hundred Thirty Thousand Dollars of the Tax Increment Reinvestment Zone annual revenue to the Downtown Street Tree Master Plan effort to support improvements to West Main Drive between North Santa Fe Street and North El Paso Street; adopting said amendments as required by Section 311.011(e) Texas Tax Code.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: March 14, 2023
PUBLIC HEARING: March 28, 2023

CONTACT PERSON(S) NAME AND PHONE NUMBER: Karina Braggalla, (915) 212-1570;
Elizabeth Triggs, (915) 212- 0094

DISTRICT(S) AFFECTED: 8

STRATEGIC GOAL: Goal 1 - Create an Environment Conducive to Strong, Sustainable Economic Development.

SUBGOAL 1.7: Identify and develop plans for areas of reinvestment and local partnership.

SUBJECT:

An Ordinance approving an amendment to the Project Plan And Reinvestment Zone Financing Plan for Tax Increment Reinvestment Zone Number Five, City Of El Paso, Texas, to allocate up to fifty thousand dollars of the Tax Increment Reinvestment Zone annual revenue to the Downtown Plan Alley Activation effort to support improvements to Henry Trost Court; to allocate up to eight hundred thirty thousand dollars of the Tax Increment Reinvestment Zone annual revenue to the downtown Street Tree Master Plan effort to support improvements to West Main Drive between North Santa Fe Street and North El Paso Street; adopting said amendments as required by Section 311.011(e) Texas Tax Code.

BACKGROUND / DISCUSSION:

On June 29, 2022, the TIRZ #5 Board recommended approval of an amendment to the Zone's Project Plan and Reinvestment Zone Plan to allocate up to \$50,000.00 to a Downtown Plan Alley Activation effort to support infrastructure improvements to Henry Trost Court between South El Paso Street and South Santa Fe Street. Support the implementation of the Public Art Plan, creates a linkage from the Arts and Culture District to San Jacinto Plaza and commercial areas of Downtown. These improvements will also serve adjacent hotels and Convention Center, a key focus area of Downtown revitalization.

On February 16, 2023, the Board recommended approval of an amendment to the Zone's Project Plan and Reinvestment Zone Plan to allocate up to \$830,000.00 to the Downtown Street Tree Master Plan effort to support improvements to West Main Drive between North Santa Fe Street and North El Paso Street. Project includes 14 new trees, raising the street to curb level, slurry at El Paso St., crosswalk painting, pedestrian scaled lighting, and wayfinding signage. These improvements will tie in to the opening of La Nube and other nearby investments in the Downtown Arts and Cultural District.

PRIOR COUNCIL ACTION:

On January 4, 2022, City Council approved the Twenty-First Amendment to the TIRZ #5 Project and Finance Plan.

AMOUNT AND SOURCE OF FUNDING:

Incremental property tax revenue collected within the boundaries of TIRZ #5 will be used to fund the projects being added to the Zone's Project and Financing Plans through this 22nd amendment.

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

Revised 04/09/2021

ORDINANCE NO. _____

AN ORDINANCE APPROVING AMENDMENT NUMBER TWENTY TWO TO THE PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN FOR TAX INCREMENT REINVESTMENT ZONE NUMBER FIVE, CITY OF EL PASO, TEXAS, TO ALLOCATE UP TO FIFTY THOUSAND DOLLARS OF THE TAX INCREMENT REINVESTMENT ZONE ANNUAL REVENUE TO THE DOWNTOWN PLAN ALLEY ACTIVATION EFFORT TO SUPPORT IMPROVEMENTS TO HENRY TROST COURT; TO ALLOCATE UP TO EIGHT HUNDRED THIRTY THOUSAND DOLLARS OF THE TAX INCREMENT REINVESTMENT ZONE ANNUAL REVENUE TO THE DOWNTOWN STREET TREE MASTER PLAN EFFORT TO SUPPORT IMPROVEMENTS TO WEST MAIN DRIVE BETWEEN NORTH SANTA FE STREET AND NORTH EL PASO STREET; ADOPTING SAID AMENDMENTS AS REQUIRED BY SECTION 311.011(E) TEXAS TAX CODE.

WHEREAS, by the City of El Paso Ordinance No. 016528, adopted December 19, 2006, the City Council created Tax Increment Reinvestment Zone Number Five, City of El Paso, Texas (the “Zone”), establishing the boundaries of the Zone as described therein, pursuant to the provisions of the Tax Increment Financing Act, Chapter 311, Texas Tax Code (as amended, the “Act”); and later amended by Ordinances No. 016803 and 016804 on December 18, 2007, by Ordinance No. 017821 on July 17, 2012, and by Ordinance No. 018049 on July 30, 2013; and

WHEREAS, by City of El Paso Ordinance No. 017081, adopted March 10, 2009, the City Council approved and adopted the Project Plan and Reinvestment Zone Financing Plan for the Zone, pursuant to Section 311.011(d) of the Act after their adoption by the Board of Directors (the “Board”) of the Zone; later amended on: April 7, 2009 by Ordinance No. 017102; November 17, 2009 by Ordinance No. 017239; December 22, 2009 by Ordinance No. 017258; November 8, 2011 by Ordinance No. 017674; May 15, 2012 by Ordinance No. 017788; July 17, 2012 by Ordinance No. 017821; August 28, 2012 by Ordinance No. 017861; July 30, 2013 by Ordinance No. 018049; March 4, 2014 by Ordinance No. 018132; January 6, 2015 by Ordinance No. 018302; September 6, 2016 by Ordinance No. 018566; October 4, 2016 by Ordinance No. 018578; March 21, 2017 by Ordinance No. 018645; June 13, 2017 by Ordinance No. 018689; February 20, 2018 by Ordinance No. 018756; July 9, 2019 by Ordinance No. 018940; February 4, 2020 by Ordinance No. 019021; October 27, 2020 by Ordinance No. 019110; and on March 16, 2021 by this Ordinance No. 019152; and on August 3, 2021 by this Ordinance No. 019211; and on January 4, 2022 by this Ordinance No. 019280 ; and on _____, 2023 by this Ordinance No. _____; and;

WHEREAS, the Board supports the City in development activities for the Zone and actively participates in planning and identifying potential projects within the Zone that are consistent with and implement the Zone's Project Plan; and

WHEREAS, on June 29, 2022, the Board recommended approval of an amendment to the Zone's Project Plan and Reinvestment Zone Plan to allocate up to \$50,000.00 to a downtown plan alley activation effort to support infrastructure improvements to Henry Trost Court between South El Paso Street and South Santa Fe Street;

WHEREAS, on February 16, 2023, the Board recommended approval of an amendment to the Zone's Project Plan and Reinvestment Zone Plan to allocate up to \$830,000.00 to the downtown street tree master plan effort to support improvements to West Main Drive between North Santa Fe Street and North El Paso Street;

WHEREAS, pursuant to Section 311.011(e) of the Act, the Board may adopt amendments to the plans consistent with the requirements and limitations of the Act, which become effective when approved by the governing body of the municipality by a duly authorized ordinance; and

WHEREAS, the City desires to amend the Zone's Project Plan and Reinvestment Zone Financing Plan as approved by the Board, in support of community revitalization and economic development within the Zone; and

WHEREAS, it is found that inclusion of the aforementioned amendment and projects contained therein are economically feasible; and

WHEREAS, it is further found and determined that the meeting at which this Ordinance was passed was open to the public and public notice of the time, place and subject of said meeting was given all as required by Chapter 551, Texas Government Code; and

WHEREAS, the City Council, as the governing body of the City, approves the amendment to the Zone's Project Plan and Reinvestment Zone Financing Plan, as evidenced by this Ordinance;

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

SECTION 1. Except as amended herein and by properly adopted prior amendments, Ordinance 016528 shall remain in full force and effect.

SECTION 2. The Project Plan and Reinvestment Zone Financing Plan for Tax Increment Reinvestment Zone Number Five, City of El Paso, Texas are hereby amended to allocate up to

\$50,000.00 to a downtown plan alley activation effort to support infrastructure improvements to Henry Trost Court and to allocate up to \$830,000.00 to the downtown street tree master plan effort to support improvements to West Main Drive between North Santa Fe Street and North El Paso Street.

SECTION 3. The amendment to the Project Plan and Reinvestment Zone Financing Plan for Tax Increment Reinvestment Zone Number Five, City of El Paso, Texas is hereby determined to be feasible and in conformity with the City's comprehensive plan and said amendments are hereby approved.

SECTION 4. The statements set forth in the recitals of this Ordinance are declared to be true and correct and are incorporated as part of this Ordinance.

SECTION 5. The provisions of this Ordinance are severable. If any provision of this Ordinance or the application thereof to any circumstances shall be held to be invalid or unconstitutional, the remainder of this Ordinance shall nevertheless be valid.

ADOPTED this _____ day of _____, 2023

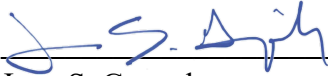
CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Elizabeth Triggs, Director
Economic & International Development

REINVESTMENT ZONE NUMBER FIVE

CITY OF EL PASO, TEXAS

TWENTY SECOND AMENDMENT:

Final Project Plan and Reinvestment Zone Financing Plan

Submitted by:

Economic & International Development Department

(915) 212-0094

Amended:

1. April 7, 2009 (Ordinance No. 017102)
2. November 18, 2009 (Ordinance No. 017239)
3. December 22, 2009 (Ordinance No. 017258)
4. November 8, 2011 (Ordinance No. 017674)
5. May 15, 2012 (Ordinance No. 017788)
6. July 17, 2012 (Ordinance No. 017821)
7. August 28, 2012 (Ordinance No. 017861)
8. July 30, 2013 (Ordinance No. 018049)
9. March 4, 2014 (Ordinance No. 018132)
10. January 6, 2015 (Ordinance No. 018302)
11. September 6, 2016 (Ordinance No. 018566)
12. October 4, 2016 (Ordinance No. 018578)
13. March 21, 2017 (Ordinance No. 018645)
14. June 13, 2017 (Ordinance No. 018689)
15. February 20, 2018 (Ordinance No. 018756)
16. July 9, 2019 (Ordinance No. 018940)
17. February 4, 2020 (Ordinance No. 019021)
18. October 27, 2020 (Ordinance No. 019110)
19. March 16, 2021 (Ordinance No. 019152)
20. August 3, 2021 (Ordinance No. 019211)
21. January 4, 2022 (Ordinance No. 019280)
22. _____, 2023 (Ordinance No. _____)

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This is the Twenty-Second Amendment to the Project and Financing Plan for Reinvestment Zone No. 5 and is supplemental to the existing Project and Financing Plan.

OVERVIEW

This Final Project Plan and Final Reinvestment Zone Financing Plan for TAX INCREMENT REINVESTMENT ZONE NUMBER FIVE, CITY OF EL PASO, TEXAS (the "Zone") was recommended for adoption by the Board on February 12, 2009 and is based on the Preliminary Project and Financing Plan adopted by City Council when the Zone was created in December 2006 through approval of Ordinance No. 016528. The Zone was expanded with the recommendation of the TIRZ Board by City Council on December 18, 2007 with Ordinance No. 016803 and Ordinance No. 016804.

First Amendment:

By Ordinance No. 017102, dated November 17, 2009, and by TIRZ Board recommendation, the City approved the first Plan amendment, which allocated \$32,000 to the Façade Program. The purpose of the Commercial Façade Improvement Grant Program is to provide grant funding to existing business property owners or lessees to encourage renovation and rehabilitation of the exterior of buildings in the Zone. This program aims to improve the aesthetics within the Zone as attractive building façades positively impact the marketability and perception of the area. The Program consists of a one-dollar to one-dollar match for approved improvements. Reimbursement grants will be awarded for façade improvements that restore, preserve, rehabilitate, enhance or beautify a structure. Eligible improvements include:

- ☐ Signs (new, repairs, replacement, removal)
- ☐ Grate and grate box removal or conversion of solid grates to an open mesh style
- ☐ Awnings
- ☐ Lighting
- ☐ Paint
- ☐ Removal/replacement of inappropriate or incompatible exterior finishes or materials
- ☐ Recessing/reconfiguring entrances
- ☐ Removal of extraneous elements
- ☐ Door/window replacement or repair
- ☐ Exterior cleaning
- ☐ Historical architectural elements

Second Amendment:

The City approved by Ordinance No. 017239, dated November 17, 2009, the allocation of \$28,000 to Project No. 2: First Avenue Lofts (Mixed Use Residential). Located at 300 S. Florence El Paso, Texas, the First Avenue Lofts Project consists of the adaptive reuse of an old warehouse building into a mixed-use development project with retail at the

ground floor and eight dwelling units described as upscale lofts in the upper floors. The project developer is The El Paso Project, LLC. The conversion of the warehouse will necessitate public improvements in the sidewalk area; there are currently no sidewalks along one side of the building. The improvements include installation of the sidewalk, street lighting and related amenities in the public right of way. The age and the change of use of the building require retrofitting of the public utility connections.

Public improvement costs that will be eligible for reimbursement through the use of tax increment finance funds of the Zone are: installation, extension and/or renovation of sidewalks and abutting improvements to the adjacent street, and the construction of other public improvements including streetscape improvements and amenities such as street lighting. The additional tax increment finance funds for the project in the amount of \$22,000 are allocated to fund public utility connection costs associated with installation of water, sewer and fire lines to the building.

Third Amendment:

By Ordinance No. 017258, dated December 22, 2009, the City approved the amendment of the Commercial Façade Improvement Grant Program by increasing the allocation \$25,000

This Third Amendment, by recommendation of the TIRZ Board and City Council approved, increased the allocation of Project No. 2: First Avenue Lofts (Mixed Use Residential) by \$22,000. The additional tax increment finance funds are allocated to fund public utility costs associated with installation of water, sewer and fire lines to the building.

Fourth Amendment:

This Fourth Amendment allocated \$17,780 to Project No. 3: 910 Texas Ave. (Mixed Use Residential). Located at 910 Texas Ave, El Paso, Texas, the project consists of the rehabilitation and construction of a building into a mixed-used development with 1,684 square feet of office space at the ground floor and five dwelling units on the upper floor(s). The project developer is Donald Luciano. The construction of the building will necessitate public improvements in the area. The improvements include installation of street lighting, sewer taps and drain lines.

Public improvements costs that will be eligible for reimbursement through the use of tax increment finance funds of the Zone are: construction and installation of public improvements associated with the public utility connection costs associated with the installation of sewer taps and drain lines amenities such street lighting. The tax increment funds for the project in the amount of \$17,780 are allocated to fund these public improvements.

The City approved, by TIRZ Board recommendation, allocation of \$12,960 for TIRZ administration costs each fiscal year.

Fifth Amendment:

The City Council approved, by Ordinance No. 017788, dated May 15, 2012, additional funding in the amount of \$100,000 for additional eligible project costs for Project No. 1: Commercial Façade Improvement Grant Program.

The Fifth Amendment also approved funding in the amount of \$100,000 for Project No. 4: Civic Space at Cavalryman Pocket Park. Located at Henderson's Triangle (near intersection of Santa Fe and Missouri Streets) El Paso, Texas, the Project consists of open space improvements by adding a solar-powered pavilion, landscaping, and expansion of the pocket park. The public infrastructure improvements include new curb, ADA compliant stamped colored concrete sidewalk, ADA ramps, landscaping, irrigation and lighting. The property is owned by the City of El Paso.

Public improvement costs that will be eligible for reimbursement through the use of tax increment finance funds of the zone are: new curb, ADA compliant stamped colored concrete, ADA ramps, landscaping, irrigation and lighting. The tax increment funds for the project in the amount of \$100,000 are allocated to fund these public improvements, to be allocated by the City Manager or designee to the appropriate city departments or accounts for project implementation.

Sixth Amendment:

This Sixth Amendment, approved by City Council by Ordinance No. 017821, dated July 17th, 2012, provides for the annexation of Addition B in the Union Plaza District, bounded by Paisano Street, Leon Street, Durango Street, San Francisco Street and more particularly shown on Exhibits A & B (Addition B). Addition B Area has several of the same characteristics as property in the existing TIRZ No. 5 as detailed on pages 1-10 of the original plan. The present and existing uses of Addition B Area are detailed in Exhibit C.

The Addition B in Union Plaza has an estimated total net taxable value of \$12,150,991. The proposed public infrastructure improvements for the addition include the installation, extension and/or renovation of streets, drainage, utilities and sidewalks, and the construction of other public improvements including streetscape improvements and amenities related to developments that include housing, in particular affordable housing as a priority. The City will contribute 100% of its tax increment revenue; no other taxing authorities are participating.

Addition B in Union Plaza has a total of 9.45 acres and falls inside the Historic Incentive District. The new total acreage for the Tax Increment Reinvestment Zone No. 5 is 298 acres. Addition B is composed by office space, entertainment, restaurants and mixed- use housing with some affordable units. A mix of uses is expected anchored by office buildings with a variety of retail uses on the ground floor, enhanced public open spaces, streetscape improvements, and visitor-oriented development. Between 100 and 200 residential units, 40,000 square feet of office space and 20,000 square feet of retail

space are anticipated in this district. The catalyst project for this redevelopment is mixed-use development incorporating office & retail space.

Improvements in the district will take into account historic and culturally significant areas and structures and sensitive sites will be preserved. Redevelopment in this district is designated to both complement and stimulate improvements in the other five districts as described in the Downtown 2015 Plan.

Financial Plan / Economic Feasibility Study:

A conservative estimate of the value over the next five to ten years is placed at \$17,500,000. Refer to Exhibit D for more detailed information. The projected tax increment generated on this conservative estimate of value in the Addition B Area is sufficient to support other projects inside the zone.

Other Project Plan Provisions:

Reinvestment Zone Duration: When initially created by the City in December 2006, the term of the TIRZ No. 5 was established at 30 years. No change is proposed to the existing zone duration.

City Participation in the Addition B Area: The City will participate with 100% of its ad valorem tax increment revenue for the full life of the annexation and none of its sales tax revenue. No other taxing jurisdiction is anticipated to participate. Project costs will be paid from tax increment revenue as available or by the issuance of bonds, if the City so elects and amends this amendment.

Estimated Bond Indebtedness: The City reserves the right from time to time during the duration of the Zone to issue tax-exempt bonds ("Bonds") payable from tax increment revenue. The future issuance of Bonds is at the City's sole and absolute discretion and would be preceded by an amendment and approved by City Council.

Relocating Persons: No displacement or relocation of residents is anticipated based on the implementation of this Sixth Amendment.

Municipal Ordinances: No changes to City codes or ordinances are proposed in this Sixth Amendment to the Plan.

Sources of Revenue / Taxing Jurisdiction Participation: No changes to the sources of revenue or taxing jurisdiction participation described in the Plan are made by this Sixth Amendment.

Timing of Project Costs and Monetary Obligations: The City and Addition B Area will incur monetary obligations as the stream of tax revenue allow. Developers will be reimbursed only after completion, inspection and acceptance by the City of eligible public improvements or as detailed in agreements between the City and Developer(s). Administrative costs and costs related to the creation and organization of the Zone maybe paid from tax increment revenue or bond proceeds, if issued. Administrative costs

advanced by a developer are eligible for reimbursement from tax increment proceeds or bond proceeds.

Methods of Financing: No changes to the methods of financing described in the Plan are made by this Sixth Amendment.

Current Total Appraised Value: The base year value for the Addition B Area is the certified appraised value as of January 1, 2012. A current estimate of the base year value is shown on the chart in Exhibit E.

Estimated Captured Appraised Value: An estimate of the captured appraised value of the Addition B Area during each year of the TIRZ No. 5 existence is shown on the chart in Exhibit E.

Seventh Amendment:

This Seventh Amendment, approved by City Council, by Ordinance No. 017861, dated August 28, 2012, amends the Project Plan and Reinvestment Zone Financing Plan by adding Project No. 5: Improving Downtown through Strategic Investment (2012-2022) in the maximum amount of \$5,000,000.

TIRZ No. 5 funds will be allocated to initiate and to reimburse the City's general revenue fund for the identified strategic investment public infrastructure projects in the Exhibit A below ("strategic investment projects") in accordance with the following terms, conditions, and restrictions:

1. An initial expenditure of \$1,000,000 will be allocated from the TIRZ No. 5 fund in Fiscal Year 2012 to initiate the strategic investment projects, in a manner determined by the City Manager or designee to the appropriate city departments or accounts for project implementation.
2. Subsequent to the initial expenditure and continuing on an annual basis for ten (10) consecutive years, TIRZ No. 5 funds in an amount not to exceed \$400,000 per fiscal year will be transferred to the City general revenue fund as reimbursement for actual project costs incurred in constructing the strategic investment projects; provided, however in no event the aggregate of reimbursement payments exceed seventy percent (70%) of the TIRZ No. 5 balance on hand, in which case the outstanding reimbursement obligation will carry over to the next fiscal year. Reimbursement for strategic investment projects will take priority over any other subsequent fund allocation.
3. The maximum allocation for each strategic investment project is indicated in Table 1; however, the City staff will make a concerted effort to generate per project cost savings, with such funds to be retained in the TIRZ No. 5 fund balance for future TIRZ projects.
4. City staff will submit semi-annual strategic project progress reports to the TIRZ Board for informational purposes.

Eighth Amendment:

The City Council approved, by Ordinance No. 018049, dated July 30th, 2013, additional funding in the amount of \$100,000 for additional eligible project costs for Project No. 1: Commercial Façade Improvement Grant Program. Subsequently, City Council approved allocation of \$2,160 for FY 2013, and \$12,960 for FY 2014 towards TIRZ No. 5 administrative costs for the TIRZ use of City personnel services.

This Eighth Amendment, approved by City Council, Ordinance No. 018049, dated July 30th, 2013, provides for the annexation of Addition C South El Paso Street, bounded by Paisano Street, Santa Fe Street, “Alley D” Sixth Street, and more particularly shown on Exhibits A & B (Addition C). Addition C Area has several of the same characteristics of properties in the existing TIRZ No. 5 as detailed on pages 1-10 of the original plan. The present and existing uses of Addition C Area are detailed in Exhibit C.

Addition C, South El Paso Street has an estimated total net taxable value of \$32,606,657. The proposed public infrastructure improvements for the addition include the installation, extension and/or renovation of streets, drainage, utilities and sidewalks, and the construction of other public improvements including streetscape improvements and amenities related to the existing developments. The City will contribute 100% of its tax increment revenue; no other taxing authorities are participating.

Addition C, South El Paso Street is a total of 8.4 acres and falls inside the Historic Incentive District. The new total acreage for the Tax Increment Reinvestment Zone No. 5 is 306.4 acres. Addition C is composed of mostly retail commercial properties. A mix of uses is expected with a variety of retail uses on the ground floor, enhanced public open spaces, streetscape improvements, and visitor-oriented development.

Improvements in the district will take into account historic and culturally significant areas and structures and sensitive sites will be preserved. Redevelopment in this district is designated to both complement and stimulate improvements in the other five districts as described in the Downtown 2015 Plan.

Financial Plan / Economic Feasibility Study:

A 3% and 5% increase projection is used for a 10 year period to estimate the projected City tax increment generated in the Addition C area. A conservative estimate of the total City tax increment is estimated to be between \$388,000- \$688,000 over the next ten years. Refer to Exhibit D for more detailed information.

Reinvestment Zone Duration: When initially created by the City in December 2006, the term of the TIRZ No. 5 was established at 30 years. No change is proposed to the existing zone duration, valorem tax increment revenue for the full life of the annexation, and none of its sales tax revenue. No other taxing jurisdiction is anticipated to participate. Project costs will be paid from tax increment revenue as available or by the issuance of bonds, if the City so elects and amends this Project and Financing plan

Estimated Bond Indebtedness: The City reserves the right from time to time during the duration of the Zone to issue tax-exempt bonds (“Bonds”) payable from tax increment revenue. The future issuance of Bonds is at the City’s sole and absolute discretion and would be preceded by an amendment and approved by City Council.

Relocating Persons: No displacement or relocation of residents is anticipated based on the implementation of this Eighth Amendment.

Municipal Ordinances: No changes to City codes or ordinances are proposed in this Eighth Amendment to the Plan.

Sources of Revenue / Taxing Jurisdiction Participation: No changes to the sources of revenue or taxing jurisdiction participation described in the Plan are made by this Eighth Amendment.

Timing of Project Costs and Monetary Obligations: The City and Addition C Area will incur monetary obligations as stream of tax revenue allow. Developers will be reimbursed only after completion, inspection and acceptance by the City of eligible public improvements or as detailed in agreements between the City and Developer(s). Administrative costs and costs related to the creation and organization of the Zone may be paid from tax increment revenue or bond proceeds, if issued. Administrative costs advanced by a developer are eligible for reimbursement from tax increment proceeds or bond proceeds.

Methods of Financing: No changes to the methods of financing described in the Plan are made by this Seventh Amendment.

Current Total Appraised Value: The base year value for the Addition C Area is the certified appraised value as of January 1, 2013. A current estimate of the base year value is shown on the chart in Exhibit D.

Estimated Captured Appraised Value: An estimate of the captured appraised value of the Addition C Area during each year of the TIRZ No. 5 existence is shown on the chart in Exhibit D.

Ninth Amendment:

The Ninth Amendment, by Ordinance No. 018132, dated March 04, 2014, and by recommendation of the TIRZ Board, City Council approved additional funding in the amount of \$100,000 for additional eligible project costs for Project No. 1: Commercial Façade Improvement Grant Program. In partnership with the Downtown Management District (DMD), the City approved the administration and funding of a joint Downtown Commercial Façade Improvement Grant Program. The DMD will manage the program where TIRZ properties could receive up to \$25,000 per façade, in matching funds.

The Final Project Plan is amended to incorporate the following additional costs and projects on the list of approved proposed projects eligible for tax increment finance

funds of the Zone, which will be allocated to as described herein:

Project No. 1: Commercial Façade Improvement Grant Program.

- ☐ Original Amount: \$32,000
- ☐ First Amended Amount 11-17-2009: \$57,000
- ☐ Second Amended Amount 12-22-2009: 82,000 (increased by \$25,000)
- ☐ Third Amended Amount 11-8-2011: \$123,000 (increased by \$41,000)
- ☐ Fourth Amended Amount. 05-15-2012: \$223,000 (increased by \$100,000)
- ☐ Fifth Amended Amount: 08-30-13: \$323,000 (increased by \$100,000)
- ☐ Sixth Amended Amount: \$423,000 (increased by \$100,000)

Tenth Amendment:

The Tenth Amendment, by Ordinance No. 018302, dated January 6th, 2015, and by recommendation of the TIRZ Board, City Council approved additional funding in the amount of \$100,000 for additional eligible project costs for Project No. 1: Commercial Façade Improvement Grant Program. In partnership with the Downtown Management District (DMD), the City approved the administration and funding of a joint Downtown Commercial Façade Improvement Grant Program. The DMD will manage the program where TIRZ properties could receive up to \$25,000 per façade, in matching funds.

The Final Project Plan is amended to incorporate the following additional costs and projects on the list of approved proposed projects eligible for tax increment finance funds of the Zone, which will be allocated to as described herein:

Project No. 1: Commercial Façade Improvement Grant Program.

- ☐ Original Amount: \$32,000
- ☐ First Amended Amount 11-17-2009: \$57,000
- ☐ Second Amended Amount 12-22-2009: 82,000 (increased by \$25,000)
- ☐ Third Amended Amount 11-8-2011: \$123,000 (increased by \$41,000)
- ☐ Fourth Amended Amount. 05-15-2012: \$223,000 (increased by \$100,000)
- ☐ Fifth Amended Amount 08-30-13: \$323,000 (increased by \$100,000)
- ☐ Sixth Amended Amount 03-04-14: \$423,000 (increased by \$100,000)
- ☐ Seventh Amended Amount \$523,000 (increased by \$100,000)

Eleventh Amendment:

The Eleventh Amendment, by Ordinance No. 018566, dated September 6, 2016, and by recommendation of the TIRZ Board, City Council approved exempting the Camino Real Redevelopment (associated with PID: M47399901600100) and Marriot Courtyard Hotel Construction projects (associated with PID: S16799900504500) from the tax increment contribution to the TIRZ5 tax increment fund.

In support of these projects; the TIRZ board further recommended, and City Council approved, to support and allow all conveyances of property associated with the Camino Real Redevelopment Project (associated with PID: M47399901600100) and the Marriot Courtyard Hotel Construction Project (associated with PID: S16799900504500), designating the City Manager to act as signatory on the behalf of the TIRZ5 board.

Twelfth Amendment:

The Twelfth Amendment, by Ordinance No. 018578, dated October 4, 2016, and by recommendation of the TIRZ Board, City Council approved additional funding in the amount of \$100,000 for additional eligible project costs for Project No. 1: Commercial Façade Improvement Grant Program. In partnership with the Downtown Management District (DMD), the City approved the administration and funding of a joint Downtown Commercial Façade Improvement Grant Program. The DMD will manage the program where TIRZ properties could receive up to \$25,000 per façade, in matching funds.

The Final Project Plan is amended to incorporate the following additional costs and projects on the list of approved proposed projects eligible for tax increment finance funds of the Zone, which will be allocated to as described herein:

Project No. 1: Commercial Façade Improvement Grant Program.

- ☐ Original Amount: \$32,000
- ☐ First Amended Amount 11-17-2009: \$57,000
- ☐ Second Amended Amount 12-22-2009: 82,000 (increased by \$25,000)
- ☐ Third Amended Amount 11-8-2011: \$123,000 (increased by \$41,000)
- ☐ Fourth Amended Amount. 05-15-2012: \$223,000 (increased by \$100,000)
- ☐ Fifth Amended Amount 08-30-13: \$323,000 (increased by \$100,000)
- ☐ Sixth Amended Amount 03-04-14: \$423,000 (increased by \$100,000)
- ☐ Seventh Amended Amount \$523,000 (increased by \$100,000)
- ☐ Eighth Amended Amount \$623,000 (increased by \$100,000)

Thirteenth Amendment:

The Thirteenth Amendment, by Ordinance No. 018645, dated March 21, 2017, and by recommendation of the TIRZ 5 Board, City Council terminated funding to Project No. 5: Improving Downtown through Strategic Investments (2012-2022): Tree String Lights, Wayfinding, and Streetscape / Tree Canopy. Project No. 5 was originally approved in

the Seventh Amendment to the Final project Plan and Reinvestment Zone Financing Plan, adopted via Ordinance 017861, dated August 28, 2012.

Additionally, this Thirteenth Amendment, by recommendation of the TIRZ 5 Board, City Council allocating \$263,000 in TIRZ 5 funding to the Father Rahm Street Improvement Project.

Fourteenth Amendment:

The Fourteenth Amendment, by Ordinance No. 018689, dated June 13, 2017, and by recommendation of the TIRZ Board, City Council approved additional funding in the amount of \$39,000 for eligible project costs for Project No. 1: Commercial Façade Improvement Grant Program. In partnership with the Downtown Management District (DMD), the City approved the administration and funding of a joint Downtown Commercial Façade Improvement Grant Program. The DMD will manage the program where TIRZ properties could receive up to \$25,000 per façade, in matching funds. These programs will also include “Signature Rooftop Signage” projects and “Target Area 2” projects; both of which will be eligible to receive funds according to the Interlocal Agreement, revised on May 16, 2017.

The TIRZ Board recommends and City Council has approved yearly allocations in the amount of \$75,000 beginning calendar year 2018 and continuing until TIRZ 5 Board recommends and City Council approves to cease the yearly allocations. The yearly allocations beginning in 2018 are subject to an available fund balance ceiling for the Commercial Façade Improvement Program of \$100,000. This ceiling cannot be exceeded in available fund for the matching grant held by the DMD. These funds will be used to service all projects which comprise the Commercial Façade Improvement Grant Program, pursuant to the Interlocal Agreement between the City of El Paso and DMD. Upon the termination of the Interlocal Agreement; the fund balance of the Commercial Façade Improvement Program will be returned to the TIRZ 5 Tax Increment Fund.

The Final Project Plan is amended to incorporate the following additional costs and projects on the list of approved proposed projects eligible for tax increment finance funds of the Zone, which will be allocated to as described herein:

Project No. 1: Commercial Façade Improvement Grant Program.

- ☐ Original Amount: \$32,000
- ☐ First Amended Amount 11-17-2009: \$57,000
- ☐ Second Amended Amount 12-22-2009: 82,000 (increased by \$25,000)
- ☐ Third Amended Amount 11-8-2011: \$123,000 (increased by \$41,000)
- ☐ Fourth Amended Amount. 05-15-2012: \$223,000 (increased by \$100,000)
- ☐ Fifth Amended Amount 08-30-13: \$323,000 (increased by \$100,000)
- ☐ Sixth Amended Amount 03-04-14: \$423,000 (increased by \$100,000)
- ☐ Seventh Amended Amount \$523,000 (increased by \$100,000)
- ☐ Eighth Amended Amount \$623,000 (increased by \$100,000)

- ❑ Twelfth Amended Amount \$723,000 (increased by \$100,000)
- ❑ Fourteenth Amended Amount \$762,000 (increased by \$39,000)

Fifteenth Amendment:

The Fifteenth Amendment, by Ordinance No. 018756 dated February 20, 2018, and by unanimous recommendation of the TIRZ Board. The Council approved funding in the amount of \$4,000,000 for eligible project costs for the Sun City Lights Paseo de las Luces project.

The Sun City Lights Paseo de las Luces project will extend along South El Paso Street from 6th Street north to San Antonio Street. It will consist of the installation of archways, new street furniture, full sidewalk replacements, the conversion of the street into a two-way traffic roadway, new traffic signals, new trees, the painting of existing light posts, upgraded irrigation, streetlights, new street furniture, tree-string lights, wayfinding signage, and 3 parklets. The project is scheduled to commence on January 29th 2018 and to be completed on October 31, 2018. The funds will be distributed as follows:

Collections Breakdown

- Principal and Interest: \$3.7M
- Capital Replacement: \$0.3M

Collections Schedule

Payment will be made in annual increments of \$210,526 beginning in 2018 and ending in 2036 for a total of 19 payments.

Sixteenth Amendment:

The Sixteenth Amendment by Ordinance No. 018940, dated July 9, 2019, and by unanimous recommendation of the TIRZ 5 Board, City Council approved the following:

- A. Funding in the amount of TWO MILLION SIX HUNDRED NINETY-FIVE THOUSAND AND NO/100 DOLLARS (\$2,695,000.00) for the addition of the Pioneer Plaza and Promenades Project, a public infrastructure streetscape and park improvement project located on W. Mills Ave. between N. Mesa St. and S. El Paso St., including Pioneer Plaza Park. The project will be a continuation of Paseo de las Luces, connecting San Jacinto Plaza to the International Bridge; create dedicated pedestrian paths to connect major downtown amenities; and renew Pioneer Plaza Park. Payment will be made in annual increments of TWO HUNDRED SIXTY-NINE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$269,500.00) beginning in FY20 and ending in FY29 for a total of ten (10) payments.
- B. Support and allocation of Zone funding through new property tax increment abatements and/or reimbursements for the following development projects subject

to the terms of an agreement approved by City Council between the City of El Paso and the respective project developer(s):

1. The redevelopment of the O.T. Bassett Tower located at 303 Texas Avenue as a new hotel (GID M47399901101700);
2. The redevelopment of the property at 108 South Stanton Street (GID: M47399903808900);
3. The redevelopment of the Plaza Hotel located at 106 Mills Avenue (GID: M47399900608100, M47399900601700, M47399901406100, and M47399901405100, M47399901404100);
4. The development of a new office building known as the West Star Tower located at (GID: H13299901700100); and
5. The redevelopment of the property located at 213 South El Paso Street (GID: M47399901501700).

Seventeenth Amendment:

The Seventeenth Amendment, by Ordinance No. 019021, dated February 4th, 2020 and with recommendation by the TIRZ Board, City Council approved additional funding in the amount of \$25,000 per year for eligible project costs for the DMD's Commercial Façade Improvement Grant Program. The additional \$25,000 per year increases the funding for eligible costs from \$75,000 per year to \$100,000 per year. City Council approved yearly allocations in the amount of \$100,000 to begin calendar year 2020.

By the Seventeenth Amendment, City Council also approved the allocation of Zone funding through new property tax increment abatements and/or reimbursements for the redevelopment of the property at 300 E. Main Street (GID: M47399901008100) subject to the terms of a development agreement approved by City Council between the City of El Paso and the respective project developer.

Eighteenth Amendment:

The Eighteenth Amendment, by Ordinance No. 019110, dated October 27, 2020 and with recommendation by the TIRZ Board meeting, City Council approved the following:

- A. To allocate up to five percent of annual Zone revenue to administrative costs

associated with management of the Zone;

- B. To allocate up to \$15,000.00 to update Downtown area wayfinding kiosk maps; and
- C. To allocate \$400,000.00 to the first phase of the downtown alleyway reactivation and street tree implementation project, including: 1) \$250,000.00 for Henry Trost improvements to promote connectivity and pedestrian activity along Henry Trost, between S. El Paso St. and S. Santa Fe St.; and 2) \$150,000.00 for street tree implementation to address street tree gaps and provide for a shaded circulation network in the downtown area.

Nineteenth Amendment:

The Nineteenth Amendment, by Ordinance No. 019152 dated March 16, 2021, and by unanimous recommendation of the TIRZ Board, City Council approved funding in the amount of up to \$150,000.00 to a downtown plan effort to support the development of a capital needs assessment.

Twentieth Amendment:

The Twentieth Amendment, by Ordinance No. 019211 dated August 3, 2021, and by recommendation of the TIRZ Board, City Council approved funding in the amount of \$100,000 for additional eligible project costs for Project No. 1: Commercial Façade Improvement Grant Program. In partnership with the Downtown Management District (DMD), the City approved the administration and funding of a joint Downtown Commercial Façade Improvement Grant Program. The DMD will manage the program where TIRZ properties could receive up to \$25,000 per façade, in matching funds.

Twenty-First Amendment:

The Twenty-First Amendment, by Ordinance No. 019280 dated January 4, 2022, and by recommendation of the TIRZ Board, City Council approved the allocation of Zone funding through new property tax increment abatements and/or reimbursements for the redevelopment of the property at 309 Mills Ave. (GID: M47399901004900) subject to the terms of a separate redevelopment agreement between the City of El Paso and the project developer(s).

Twenty-Second Amendment:

The Twenty-Second Amendment, by Ordinance No. _____ dated _____, 2023, and by recommendation of the TIRZ Board, City Council approved funding in an amount up to

\$50,000.00 to a downtown plan alley activation effort to support infrastructure improvements to Henry Trost Court between South Santa Fe Street and South El Paso Street and up to \$830,000.00 to the downtown street tree master plan effort to support improvements to West Main Drive between North Santa Fe Street and North El Paso Street.



AMENDMENT TO TAX INCREMENT REINVESTMENT ZONE #5 PROJECT & FINANCING PLAN

March 14, 2023



STRATEGIC ALIGNMENT

GOAL 1

- 1.1 Stabilize and Expand El Paso's Tax Base
 - Activate Targeted (Re)Development
 - Invest in Downtown historic structures

GOAL 3

- 3.2 Improve the visual impression of the community
 - gateways, corridors, intersections, and parkland

PRIORITIES FOCUS FOR FY 2023

- Administer and manage ARPA funding for **small business response + recovery** programs
- Continue retention, recruitment + expansion efforts to **accelerate quality job + wage growth**
- Emphasize the growth of a regional **advanced manufacturing** industry cluster with a focus on **aerospace + defense manufacturing**
- Continue **redevelopment efforts in key areas** such as Downtown, the MCA, Cohen + Airport
- Develop **destination locations** for tourism and economic development
- Continue **binational collaboration** for increased regional investment + promotion
- **Leverage real estate assets** in support of economic development priorities

DOWNTOWN INVESTMENT

MORE THAN \$700 MILLION INVESTED
OVER THE LAST 10 YEARS

\$362 MILLION

29 Public + Private Partnerships facilitating:

- 470+ new residential units
- 995 hotel rooms added by the end of 2025
- 300K+ square feet of new and rehabilitated office/retail space
- 7 historic projects, 6 of which are on the National Register of Historic Places

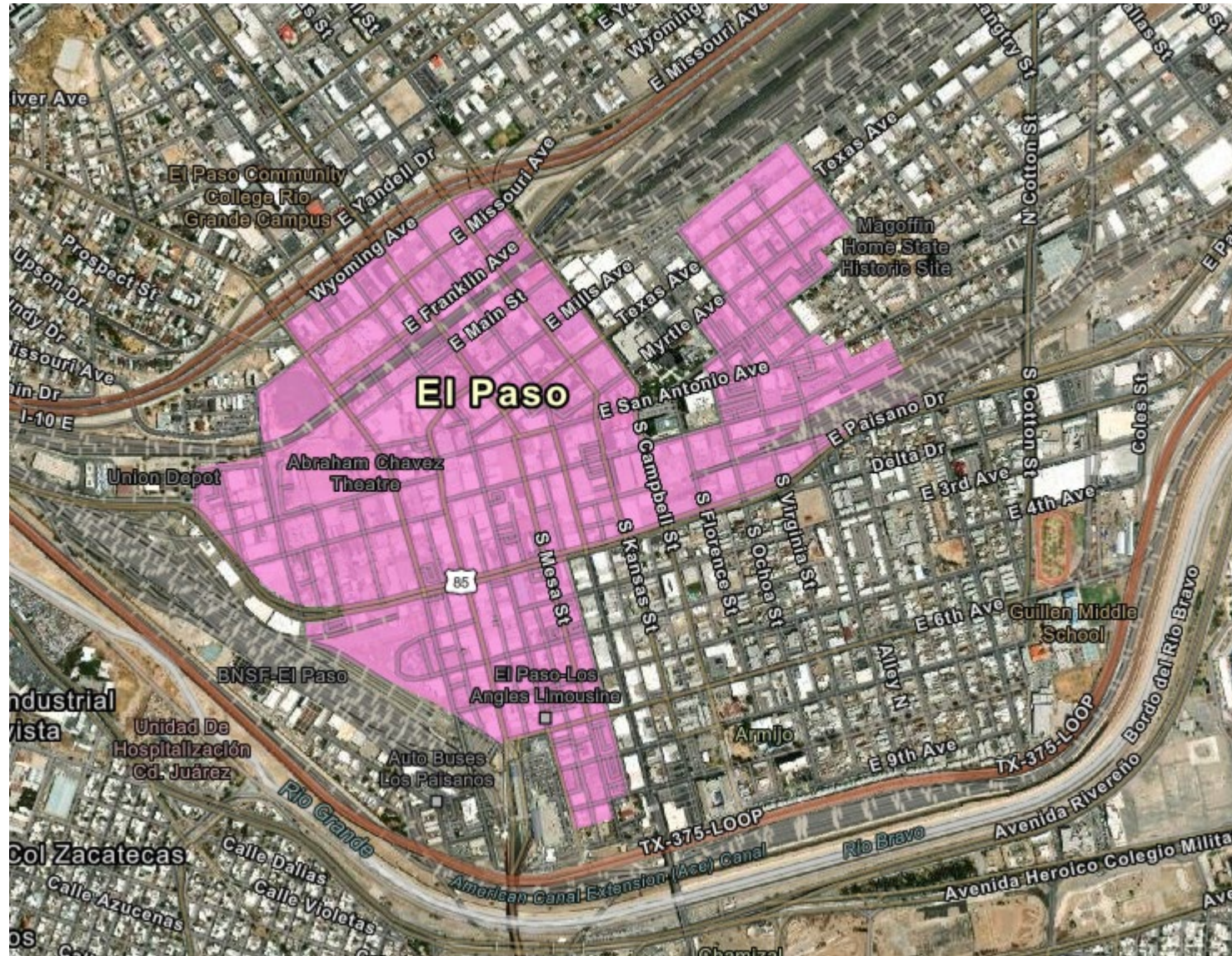
\$349 MILLION

Major public investments include:

- Streetcar (\$97 million)
- Paseo de las Luces
- Winterfest + Chalk the Block
- Mexican American Cultural Center
- La Nube
- Public Art
- Blue Flame Building



TIRZ #5 BOUNDARY



BACKGROUND + HISTORY

- On December 19, 2006, Council created Tax Increment Reinvestment Zone Number Five (TIRZ #5)
- TIRZ #5 Board consists of 9 members appointed by the Mayor
- Plan amendments must be approved by Board and ratified by City Council

BACKGROUND + HISTORY

- TIRZ #5 Project and Finance Plan
 - Governing document for TIRZ development and funding priorities
 - Initial adoption aligned with Downtown 2015 Plan
 - Intended to help fund capital projects and spur investment
- Previous amendments have helped fund development incentives, the DMD-administered grants program, a capital needs assessment for Downtown, and improvements to Pioneer Plaza and South El Paso Street (Paseo De Las Luces)

TIRZ #5 FUND

Statement of Revenues, Expenditures, and Changes in Fund Balance Budget For FY2023

Tax Increment Income	\$2,088,106
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Expenditures

Recurring Expenses

Administrative Expenses	64,439
DMD - Façade Program	100,000
Paseo De Las Luces	210,526
FY 2022 Pioneer Plaza & Promenades	191,896
Permitting Fees	6,500
Pioneer Plaza & Promenades - City Portion	232,500
309 Mills DeSoto	5,444

One-Time Expenses

DMD - Façade Program	100,000
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Total Expenditures	911,305
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Net Change in Fund Balance *If year ended with the quarter	1,176,801
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Beginning Fund Balance	2,681,880
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Ending Fund Balance *If year ended with the quarter	\$3,858,681
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PROPOSED PROJECTS

- Henry Trost Court – Alley Activation
 - Previous allocation of \$250,000
 - Supplemental request of \$50,000 to complete project
 - June 29, 2022 Board recommended APPROVAL
- W. Main Street – Street Tree Implementation
 - Requesting up to \$830,000
 - February 16, 2023 Board recommended APPROVAL

REQUESTED ACTION

- **APPROVAL** of Amendment 22 to the Project and Financing Plan for TIRZ #5 to allocate up to \$50,000.00 for improvements to Henry Trost Court and to allocate up to \$830,000.00 for improvements to West Main Drive.
- Both projects are located within the Zone and are found to be consistent with and implement the Zone's Project Plan.



DOWNTOWN ALLEY ACTIVATION



PROJECT LOCATION

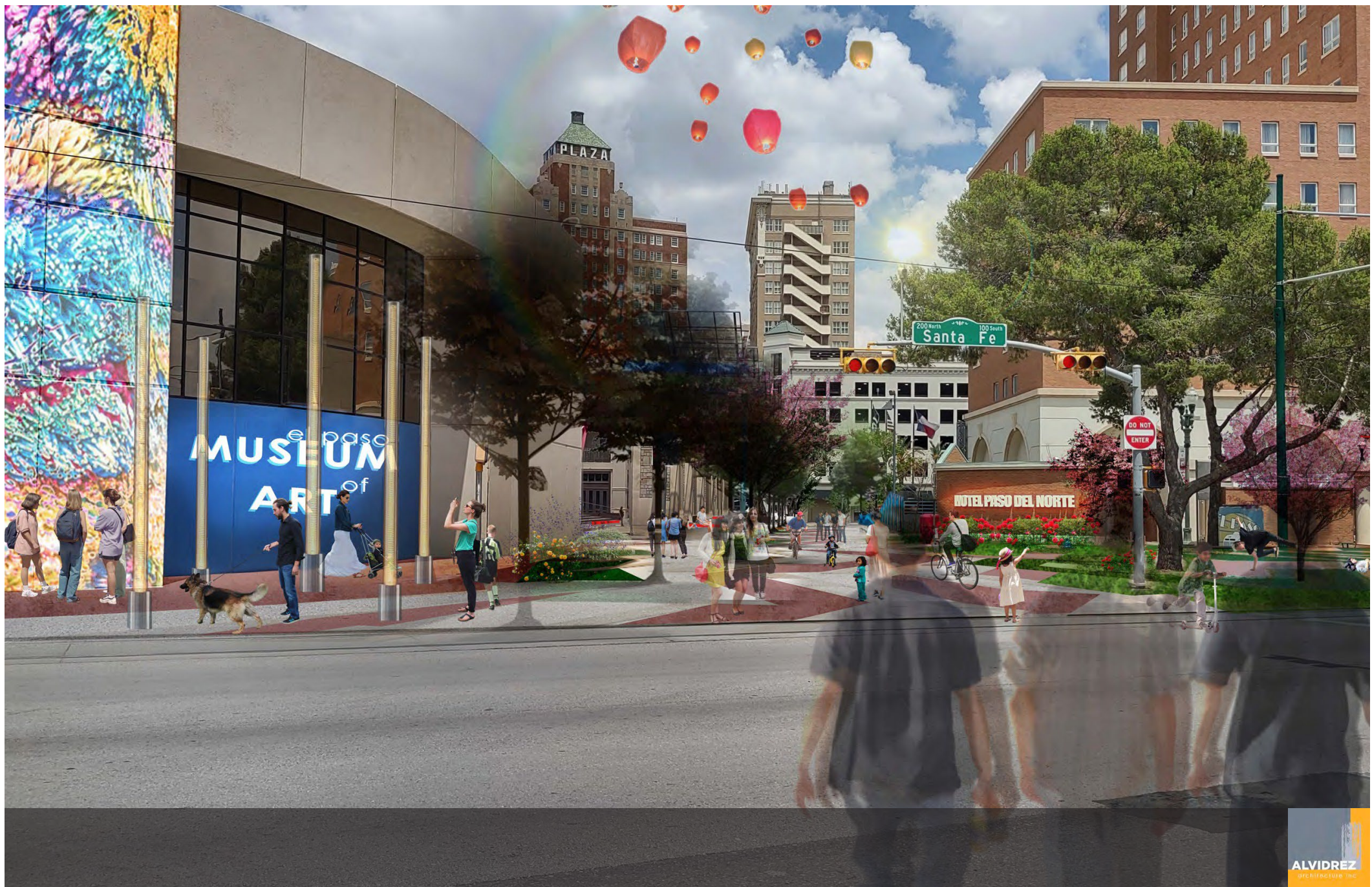


PROJECT LOCATION



PROPOSED IMPROVEMENTS





PROJECT COST ESTIMATE

PROPOSED WORK:

- Traffic Calming and Safety
 - Raise street to curb level with rolling curb at intersections, add bulb-outs
- Pedestrian enhancements
 - Sidewalks, Lighting, Landscaping
- Accessibility
 - ADA ramps
- Work coordinated to complement Public Art installation - \$8M EPMA Foundation

REQUEST ~ additional \$50,000



W. MAIN STREET

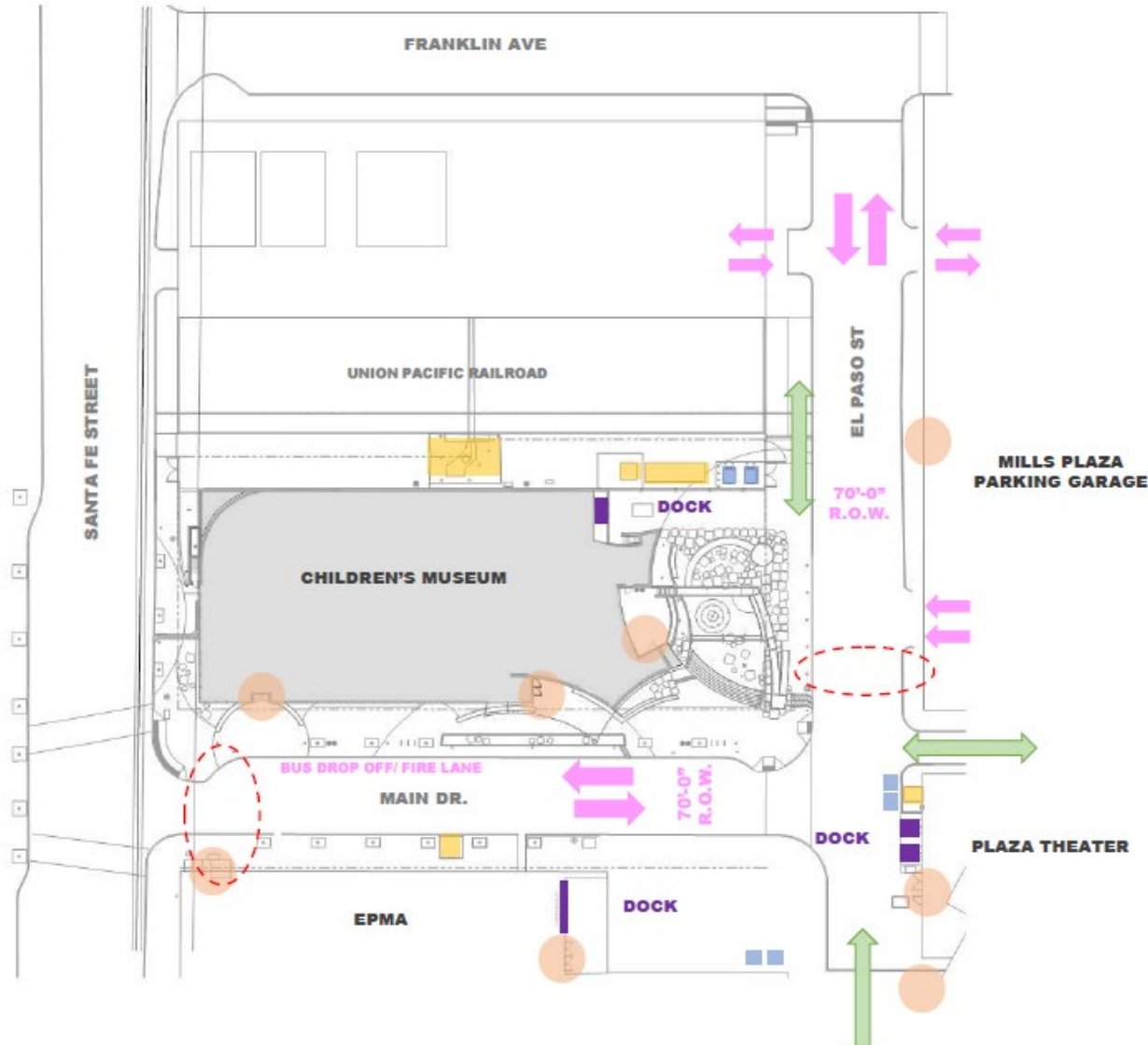
**PHASE I STREET TREE
MASTER PLAN
IMPLEMENTATION**

SITE ANALYSIS



 Scope of work

GOALS AND OBJECTIVES



OBJECTIVES:

- Pedestrian Safety
- Convert Main Drive to One-way Traffic West
- Maintain Vehicular and EMS access to surrounding buildings
- Efficient trash collection

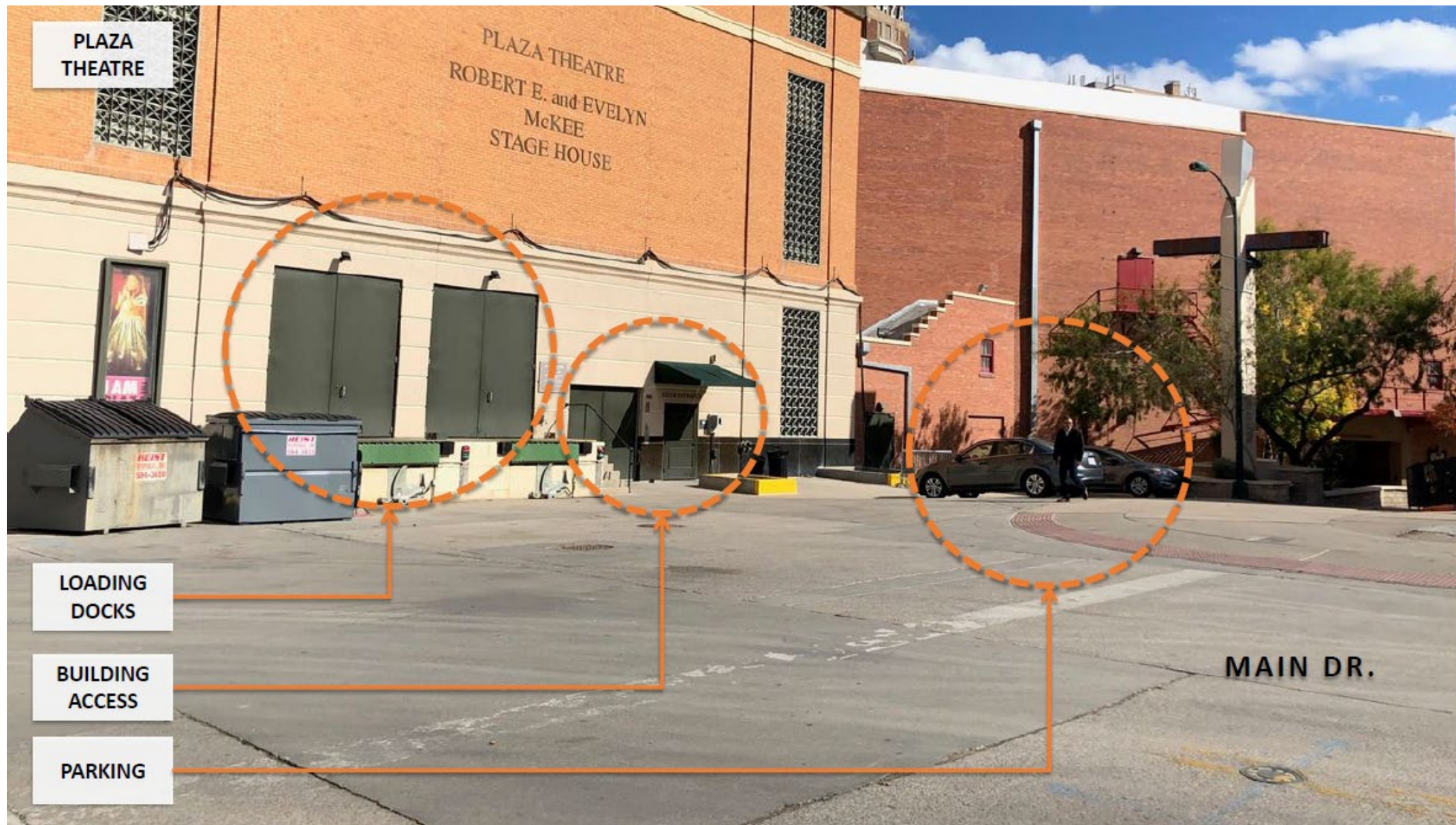
ADDRESS:

- Main Drive Cross Section
- Dumpsters Location
- Semi-trailer and Emergency Vehicle Maneuvering
- School bus drop-off lane
- Pedestrian crossings and safety
- Maintain existing building access and servicing
- Maintain FDC aerial access lane

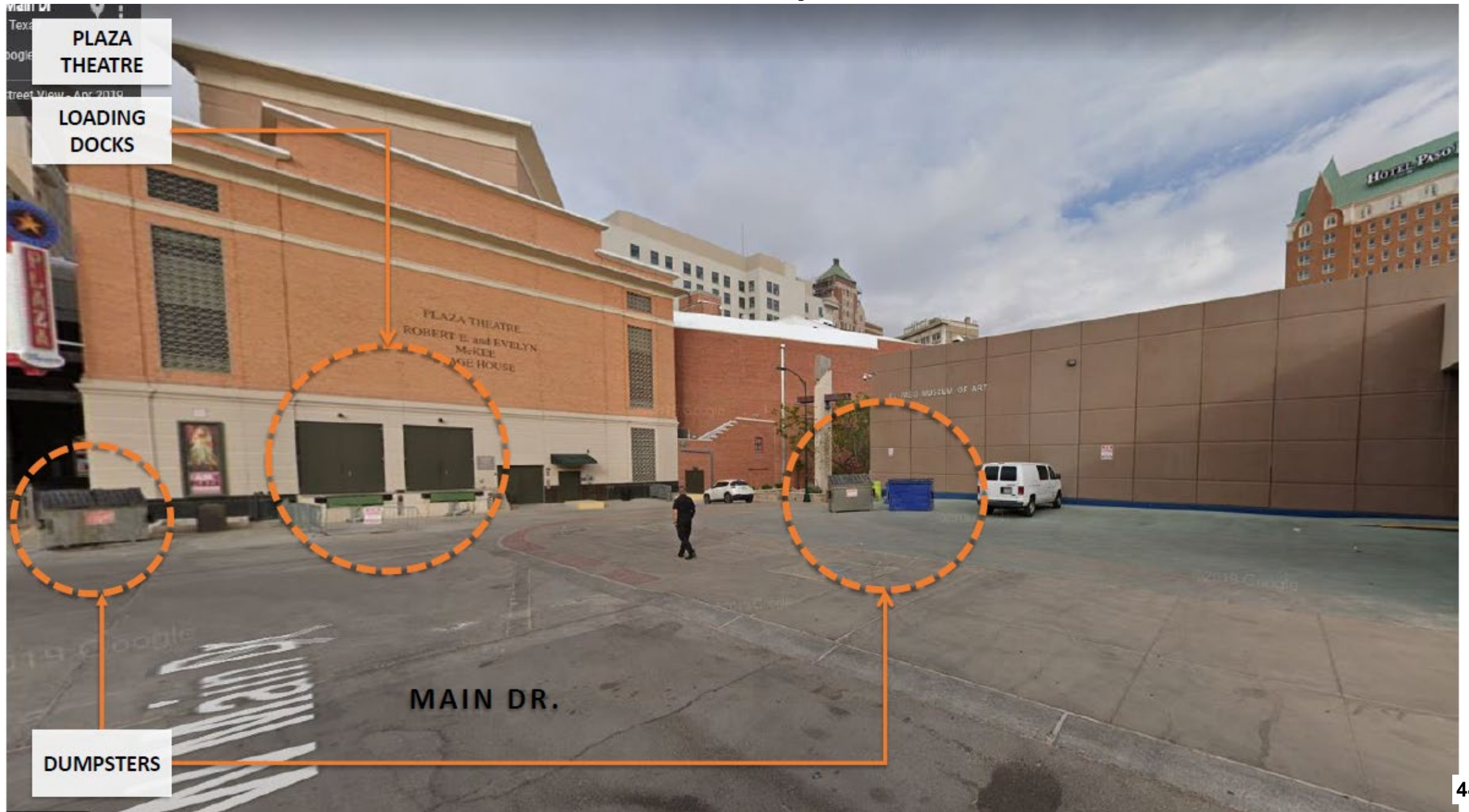
EXISTING CONDITIONS | MAIN STREET



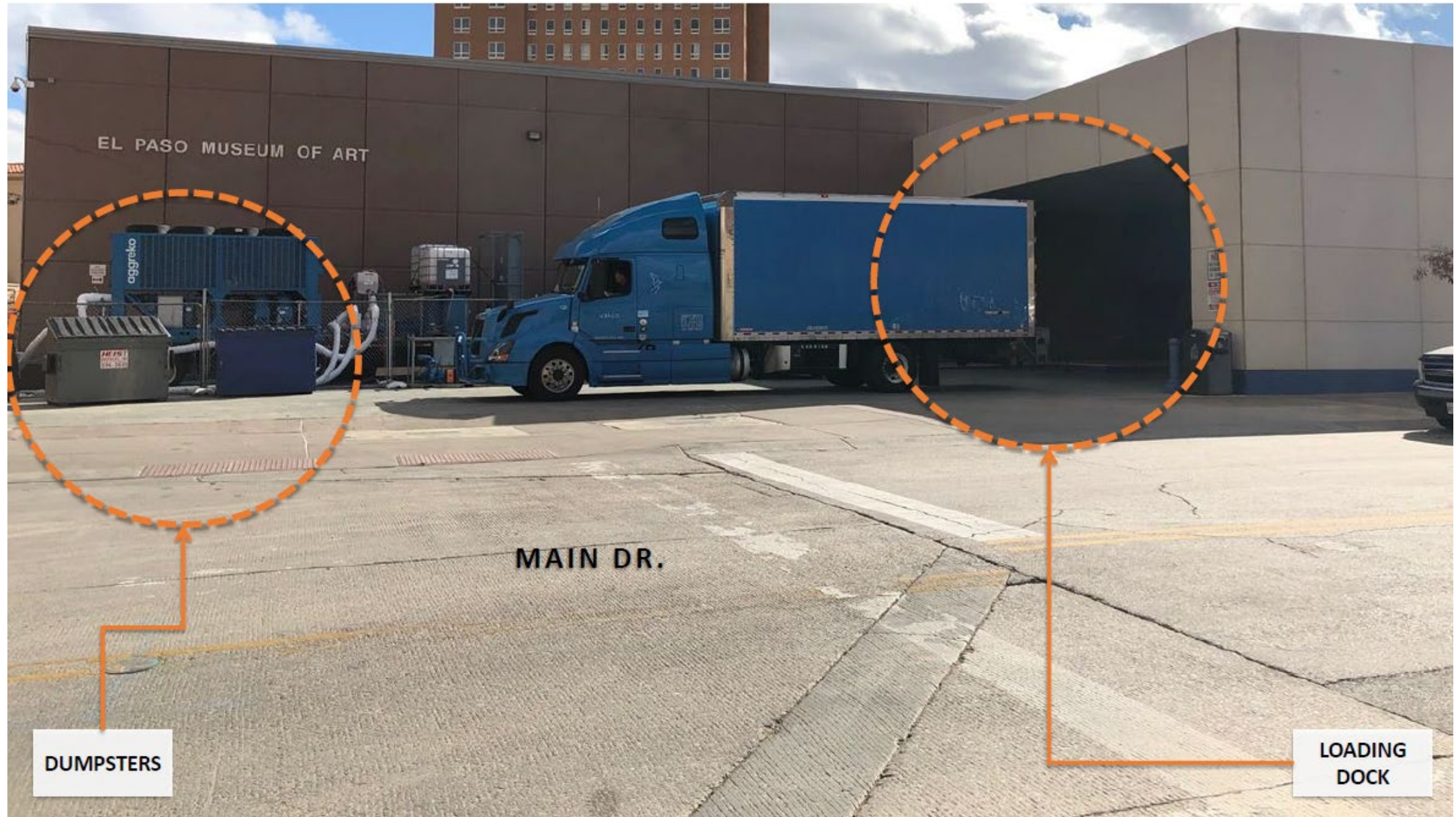
EXISTING CONDITIONS | MAIN STREET



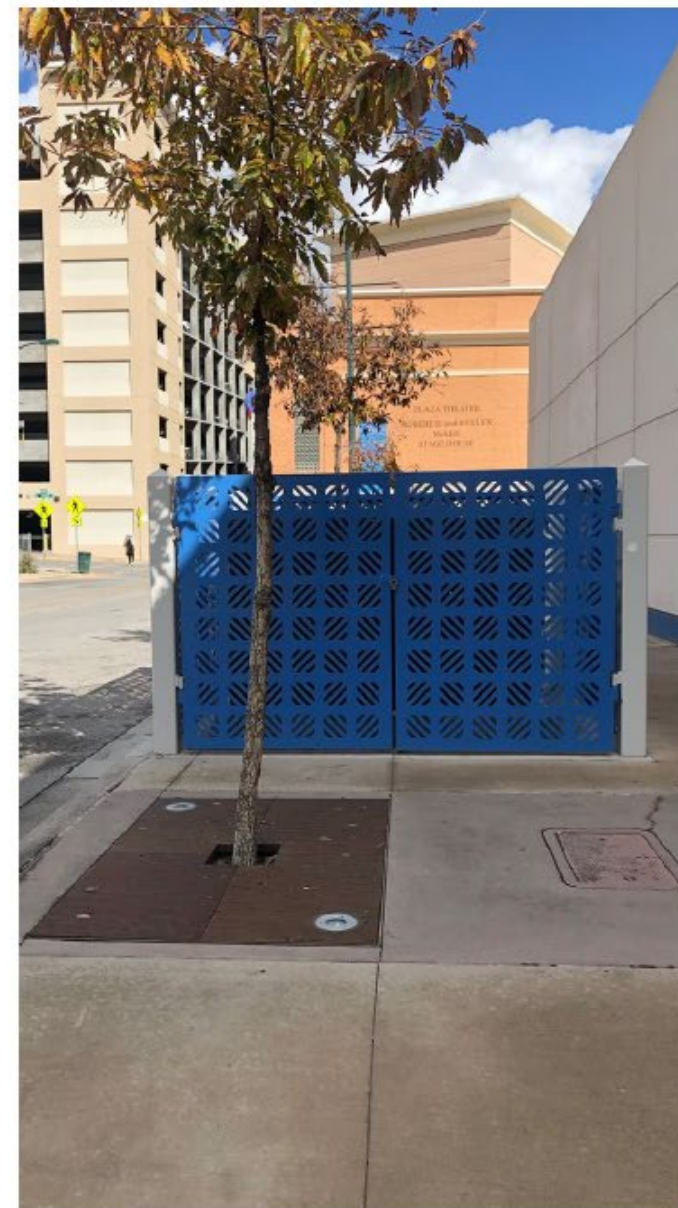
EXISTING CONDITIONS | MAIN DRIVE



EXISTING CONDITIONS | MAIN DRIVE



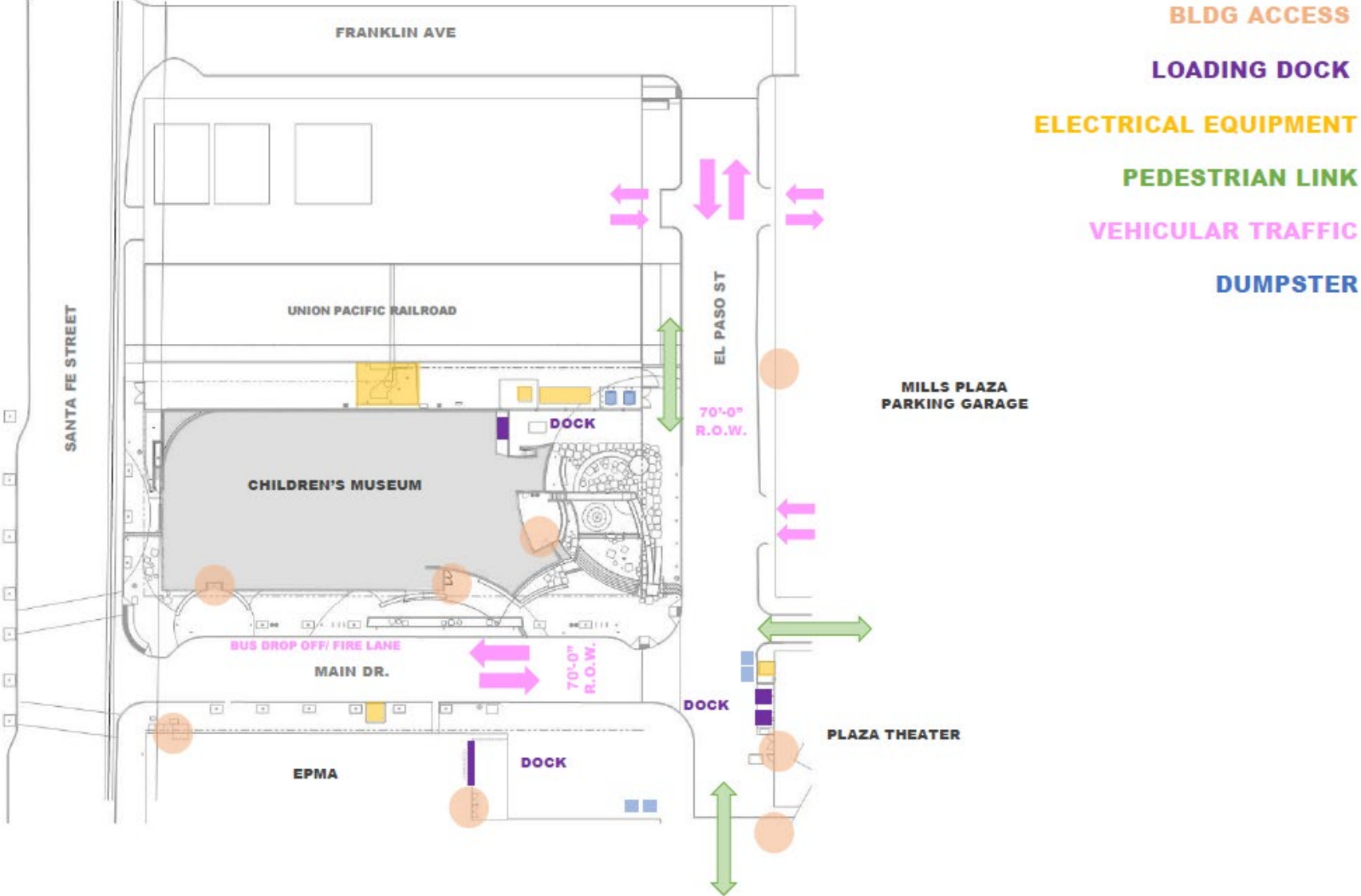
EXISTING CONDITIONS | MAIN STREET



EXISTING CONDITIONS | MAIN STREET

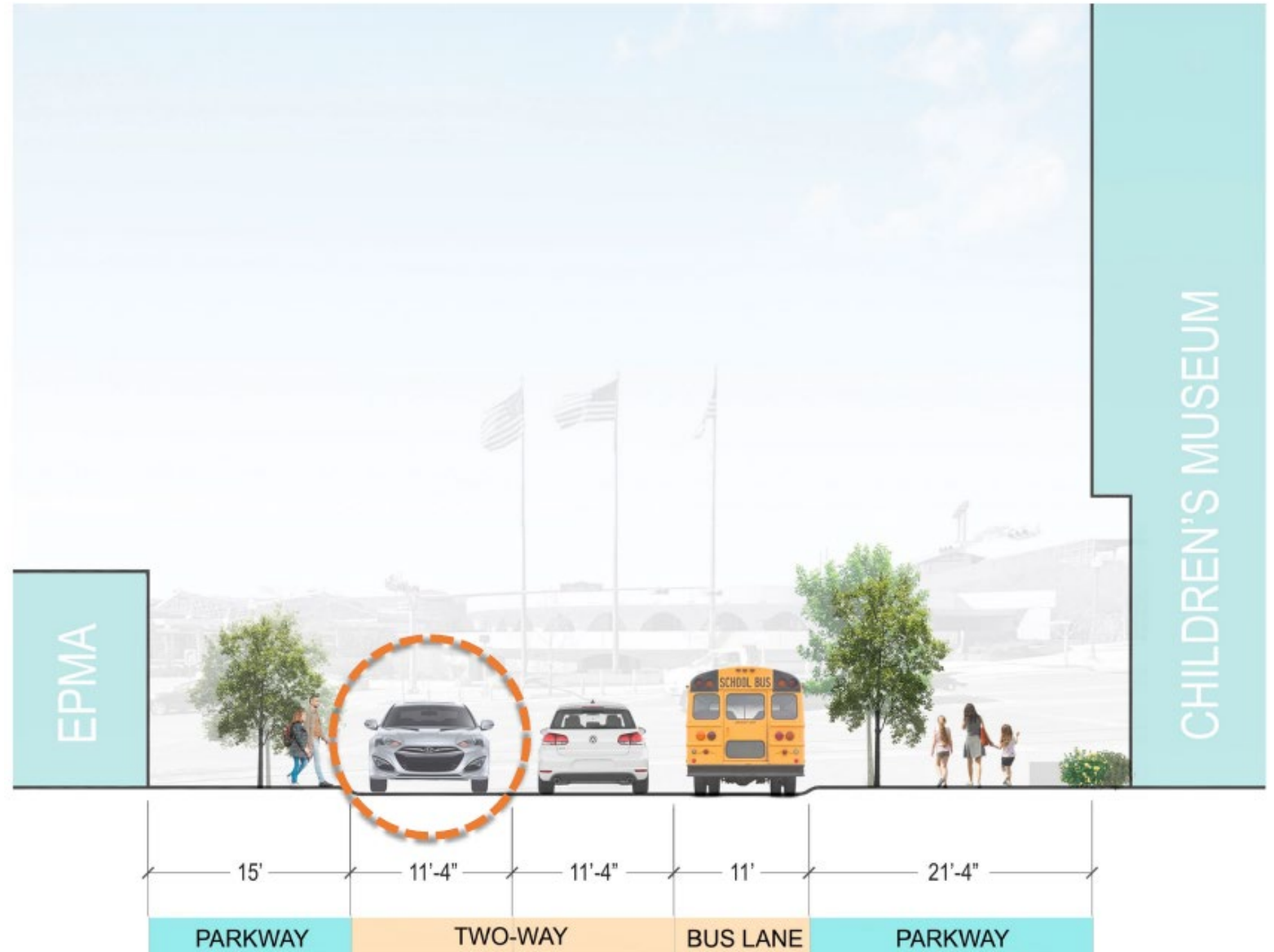


SUMMARY OF EXISTING CONDITIONS



EXISTING CROSS SECTION

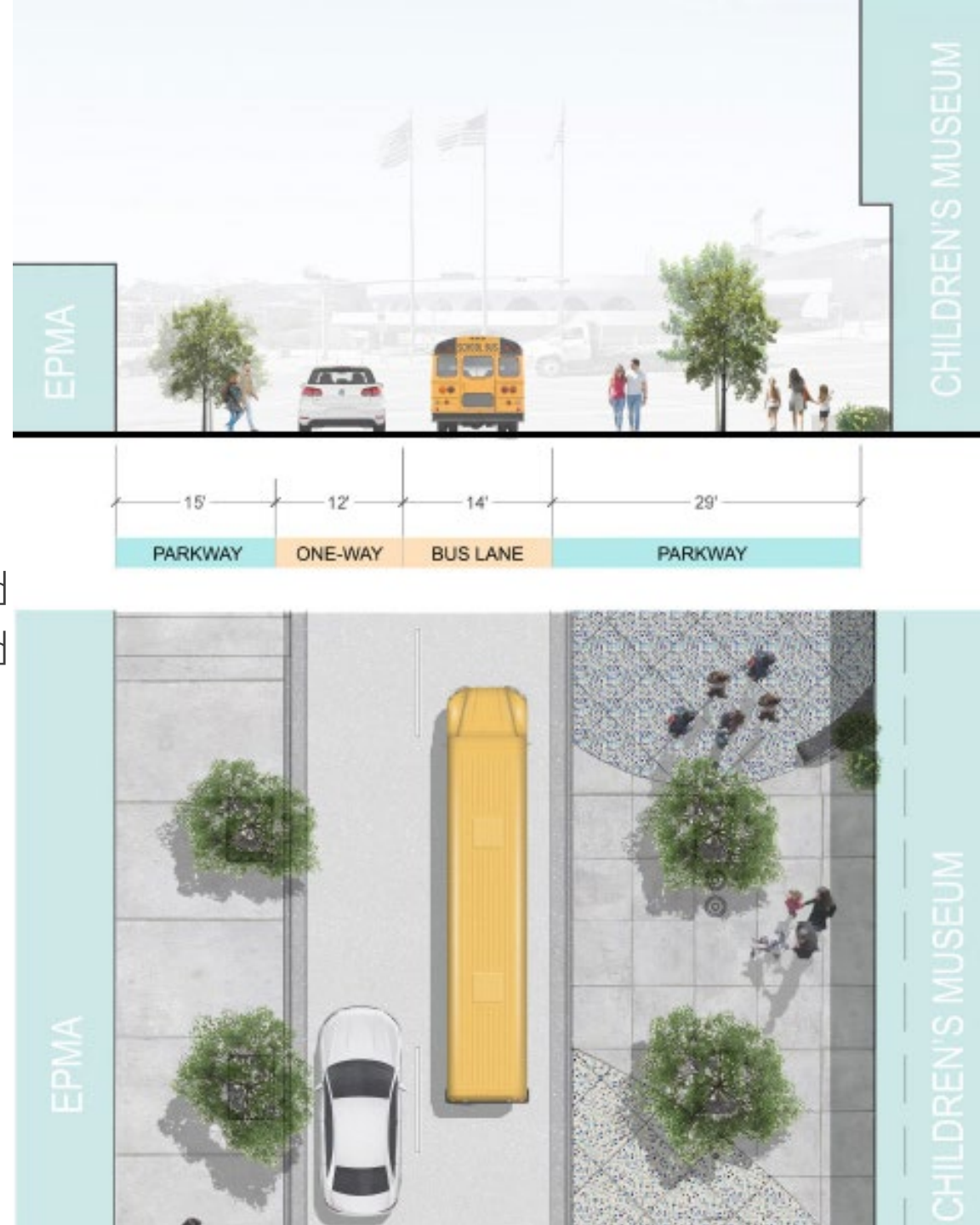
- Two-way traffic creates conflict for pedestrian crossing
- Unsafe condition for unloading from school buses
- No traffic-calming design strategies implemented



PROPOSED CROSS SECTION

Traffic Calming Strategies:

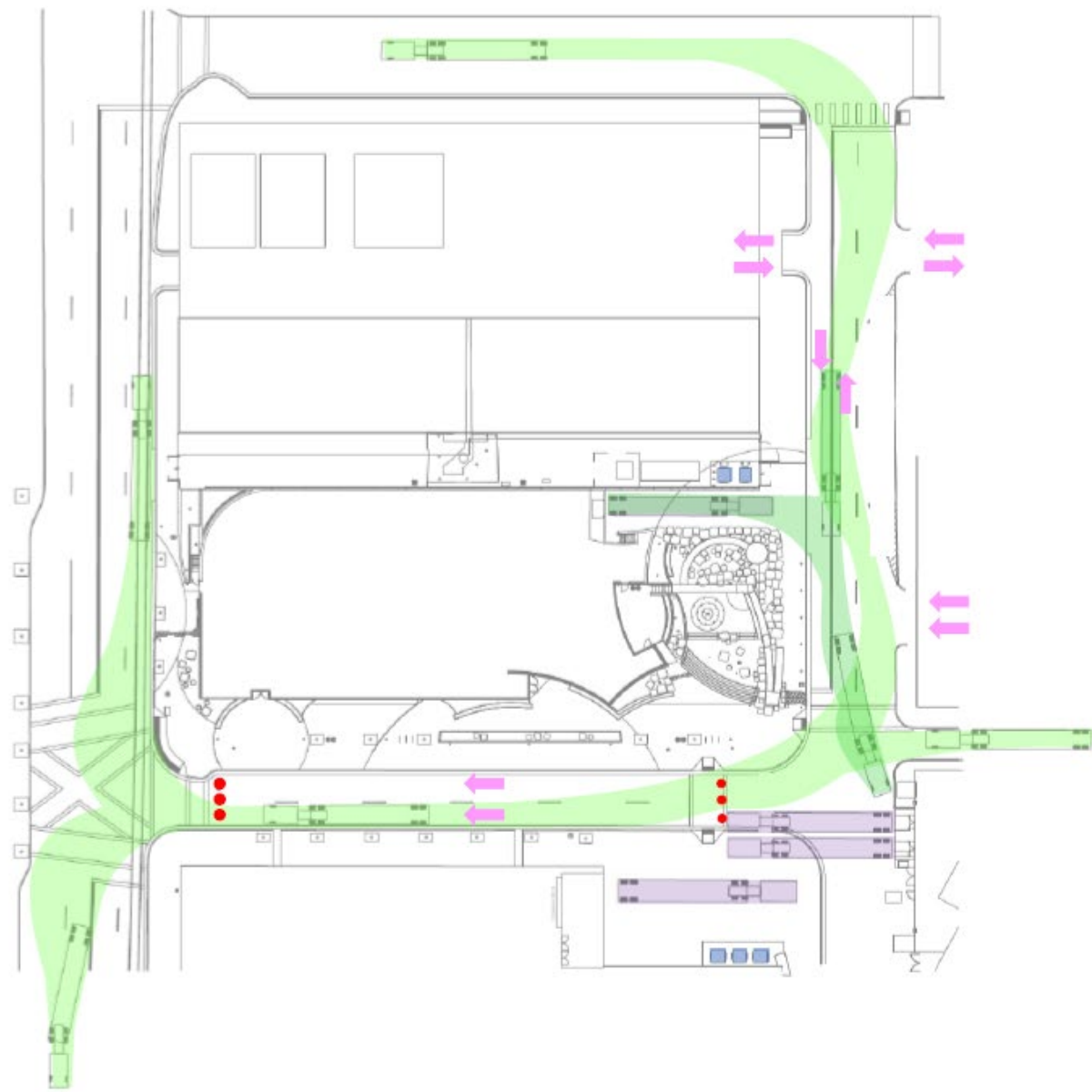
- **Narrow Lanes** reduce speeds by way of reducing the roadway and making drivers wary of traffic and pedestrians.
- **Raised platform/shared promenade** deters vehicular through traffic, further reduces speeds.
- **Street trees** provide shade and contribute to prioritized pedestrian environment.



PROPOSED RAISED STREET



MAIN DRIVE | SEMI-TRAILER CIRCULATION



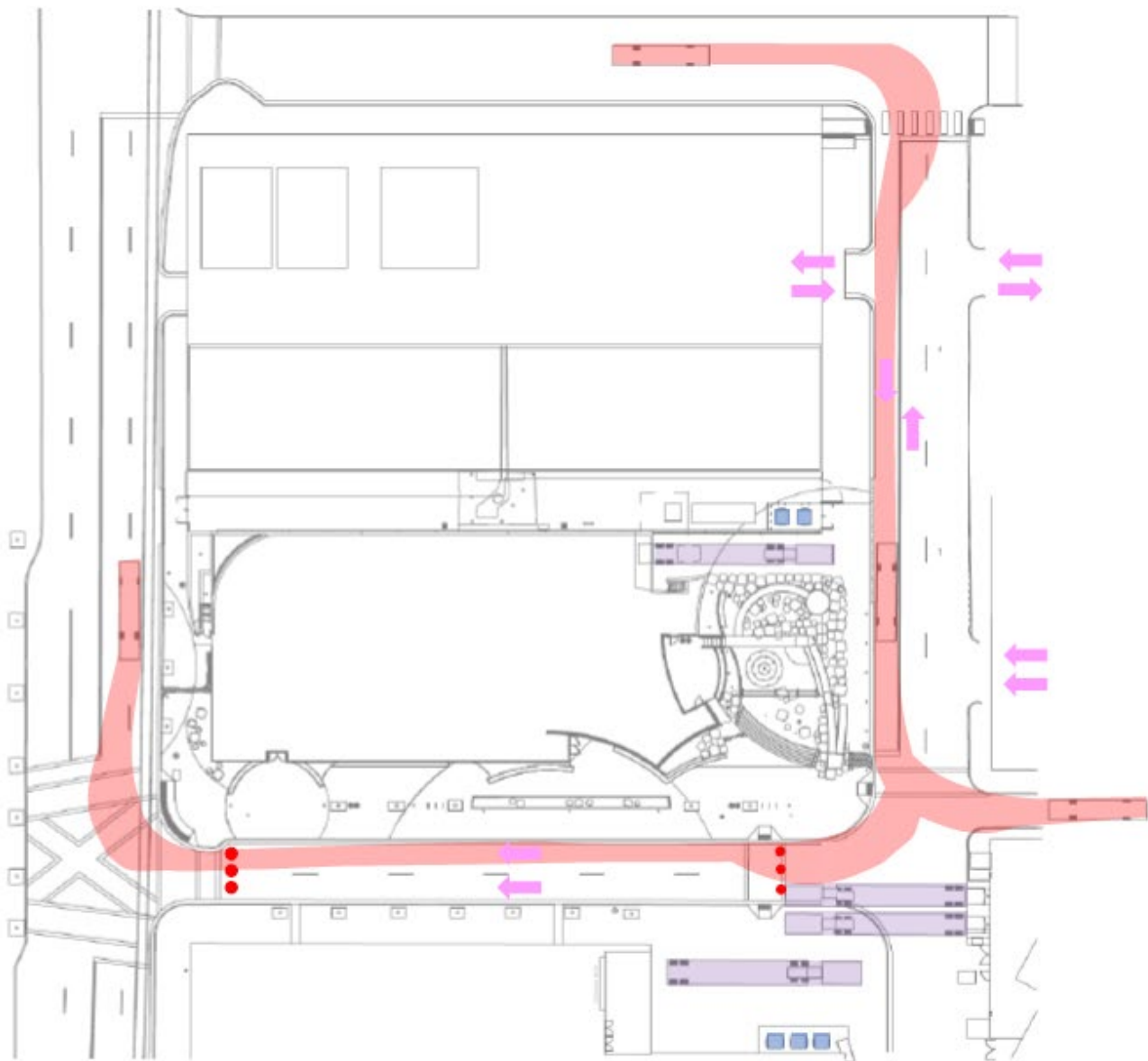
SEMI-TRAILER
VEHICULAR TRAFFIC
DUMPSTER



WB-67 - Interstate Semi-Trailer

Overall Length	73.501ft
Overall Width	8.500ft
Overall Body Height	13.500ft
Min Body Ground Clearance	1.334ft
Max Track Width	8.500ft
Lock-to-lock time	6.00s
Max Steering Angle (Virtual)	28.40°

MAIN DRIVE | EMERGENCY CIRCULATION

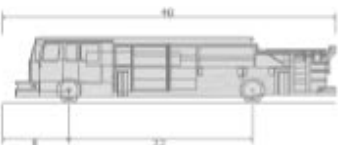


SEMI-TRAILER

VEHICULAR TRAFFIC

DUMPSTER

PUMPER FIRE TRUCK



Pumper Fire Truck	
Overall Length	40.000ft
Overall Width	8.167ft
Overall Body Height	7.745ft
Min Body Ground Clearance	0.656ft
Track Width	8.167ft
Lock-to-lock time	5.00s
Max Wheel Angle	45.00°

PROJECT COST ESTIMATE

PROPOSED WORK:

- 14 new trees in project area ~\$100k
 - On N. Side of Main Street, existing trees on S. side of Main to remain
- Main Street: Raised street to curb level, with rolling curb at Sante Fe and El Paso intersections; slurry at El Paso st. ~ \$500K
- Pedestrian scaled lighting & Signage and crosswalk painting ~ \$150k-\$200k
 - Signage includes pedestrian crossing and wayfinding to surrounding amenities

TOTAL ~ \$750,000 TO \$830,000.

TIRZ #5 FUND

Statement of Revenues, Expenditures, and Changes in Fund Balance Budget For FY2023

Tax Increment Income	\$2,088,106
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Expenditures

Recurring Expenses

Administrative Expenses	64,439
DMD - Façade Program	100,000
Paseo De Las Luces	210,526
FY 2022 Pioneer Plaza & Promenades	191,896
Permitting Fees	6,500
Pioneer Plaza & Promenades - City Portion	232,500
309 Mills DeSoto	5,444

One-Time Expenses

DMD - Façade Program	100,000
Improvement Projects	870,000

Total Expenditures	1,781,305
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Net Change in Fund Balance <small>*If year ended with the quarter</small>	306,801
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Beginning Fund Balance	2,681,880
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Ending Fund Balance <small>*If year ended with the quarter</small>	\$2,988,680
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TOTAL PROJECTS COST:

\$50,000 + \$830,000 =
\$870,000

Est. Balance after funding:
\$2.98M

REQUESTED ACTION

- **APPROVAL** of Amendment 22 to the Project and Financing Plan for TIRZ #5 to allocate up to \$50,000.00 for improvements to Henry Trost Court and to allocate up to \$830,000.00 for improvements to West Main Drive.
- Both projects are located within the Zone and are found to be consistent with and implement the Zone's Project Plan.



An aerial night view of a city park. In the center is a large, square, blue, translucent canopy structure. Below it is a circular fountain with a pink, bird-like sculpture in the middle. The park is surrounded by trees and city buildings in the background. The text "THANK YOU" is overlaid in the center.

THANK YOU



Legislation Text

File #: 23-348, Version: 3

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

District 2

Planning and Inspections, Philip F. Etiwe, (915) 212-1553

Planning and Inspections, Adriana Martinez, (915) 212-1611

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

An Ordinance vacating a portion of Marks Street right-of-way and a portion of Herbert Street right-of-way within the Franklin D. Roosevelt Subdivision, City of El Paso, El Paso County, Texas.

Applicant: Housing Opportunity Management Enterprises (HOME) - City of El Paso, SURW22-00008

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: March 14, 2023
PUBLIC HEARING DATE: March 28, 2023

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Adriana Martinez, (915) 212-1611

DISTRICT(S) AFFECTED: District 2

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance vacating a portion of Marks Street right-of-way and a portion of Herbert Street right-of-way within the Franklin D. Roosevelt Subdivision, City of El Paso, El Paso County, Texas.

Applicant: Housing Opportunity Management Enterprises (HOME) - City of El Paso, SURW22-00008

BACKGROUND / DISCUSSION:

The applicant is requesting to vacate portions of Marks Street and Herbert Street as the abutting residential development is gated and already has access via Maxwell Avenue and Hondo Pass Drive. The City Plan Commission recommended 5-0 to approve the proposed right-of-way vacation request on June 2, 2022. The amount of the appraised market value of the right-of-way (R.O.W.) being vacated is being waived, pursuant to a valid and longstanding Cooperation Agreement in place between the City and HOME. The Cooperation Agreement provides the legal mechanism for the City to waive vacation fees in support of federally subsidized low income, affordable housing projects.

See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:

Philip Etiwe

Philip F. Etiwe – Planning and Inspections Director

ORDINANCE NO. _____

AN ORDINANCE VACATING A PORTION OF MARKS STREET RIGHT-OF-WAY AND A PORTION OF HERBERT STREET RIGHT-OF-WAY WITHIN THE FRANKLIN D. ROOSEVELT SUBDIVISION, CITY OF EL PASO, EL PASO COUNTY, TEXAS

WHEREAS, the abutting property owner has requested vacation of a 0.62 ACRE PORTION OF Marks Street right-of-way and a portion of Herbert Street right-of-way within the Franklin D. Roosevelt Subdivision, City of El Paso, El Paso County, Texas; and

WHEREAS, after public hearing the City Plan Commission has recommended a vacation of a 0.62 acre portion of Marks Street and Herbert Street located within a portion of Marks Street right-of-way and a portion of Herbert Street right-of-way within the Franklin D. Roosevelt Subdivision City of El Paso, El Paso County, Texas, and the City Council finds that said portion of right-of-way is not needed for public use and should be vacated as recommended.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That, in consideration of the receipt by the City of El Paso of TWENTY-FIVE AND 00/DOLLARS (\$25.00) and other good and valuable consideration, the sufficiency of which is acknowledged, a 0.62 acre portion of Marks Street and Herbert Street located within a portion of Marks Street right-of-way and a portion of Herbert Street right-of-way within the Franklin D. Roosevelt Subdivision, City of El Paso, El Paso County, Texas, as further described in the attached metes and bounds description identified as Exhibit "A" and made a part hereof by reference, be and is hereby vacated, closed and abandoned, subject to the reservation of a full-width utility easement, to include access for maintenance to the roadway, and all surface level improvements.

In addition, the City Manager is authorized to sign an instrument quitclaiming all of the City's right, title and interest in and to such vacated right of way to Housing Opportunity Management Enterprises (HOME).

(Signatures Begin on Following Page)

ORDINANCE NO. _____

22-1007-2968|1203790

Planning & Zoning Easement Vacation|SURW22-00008 Herbert and Marks ROW Vacation | Ordinance

JG

ADOPTED this _____ day of _____, 2023.

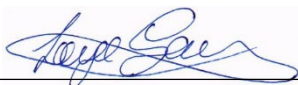
THE CITY OF EL PASO:

ATTEST:

Oscar Leeson
Mayor

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Efiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____

22-1007-2968|1203790
Planning & Zoning Easement Vacation|SURW22-00008 Herbert and Marks ROW Vacation | Ordinance
JG

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS }
 }
COUNTY OF EL PASO } **QUITCLAIM**

That in consideration of the receipt by the **CITY OF EL PASO** of TWENTY-FIVE AND 00/DOLLARS (\$25.00) and other valuable consideration, the sufficiency of which is acknowledged, **THE CITY OF EL PASO**, has released and quitclaimed and by these presents does release and quitclaim unto Housing Opportunity Management Enterprises (HOME) (the "Grantee"), all its rights, title, interest, claim and demand in and to the property which was vacated, closed and abandoned by Ordinance No. _____, passed and approved by the City Council of the City of El Paso and described as **A PORTION OF MARKS STREET RIGHT-OF-WAY AND A PORTION OF HERBERT STREET RIGHT-OF-WAY WITHIN THE FRANKLIN D. ROOSEVELT SUBDIVISION, CITY OF EL PASO, EL PASO COUNTY, TEXAS**, which is more fully described in the attached metes and bounds description, identified as Exhibit "A" made a part hereof by reference.

WITNESS the following signatures and seal this _____ day of _____, 2023.

CITY OF EL PASO:

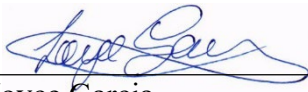
ATTEST:

Tomás González, City Manager

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Joyce Garcia
Assistant City Attorney



Philip F. Etiwe, Director
Planning and Inspections Department

(Acknowledgement on following page)

ACKNOWLEDGMENT

THE STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this _____ day of _____, 2023,
by Tomás González, as City Manager for the CITY OF EL PASO.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

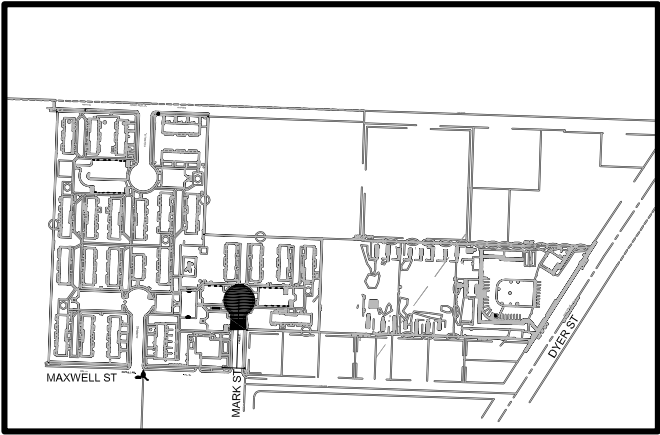
AFTER FILING RETURN TO:

Housing Opportunity
Management Enterprises
(HOME)
304 Texas Avenue, Suite 1600
El Paso, Texas 79902

ORDINANCE NO. _____
ROW Vacation SURW22-00008 – Herbert St. & Marks St.
22-1007-2968|1203796JG

3

ROW Vacation SURW22-00008



SCALE: 1"=600'

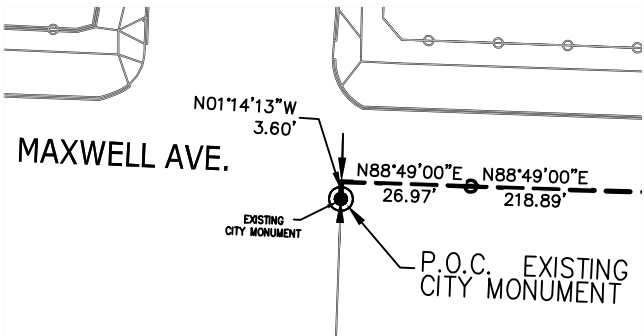
Line Table		
Line #	Length	Direction
L1	50.000	N88° 49' 00.00"E
L2	33.580	N1° 11' 00.00"W
L3	33.580	S1° 11' 00.00"E

OWNER:
HACEP
FRANKLIN D ROOSEVELT
LOT 1 BLOCK 1

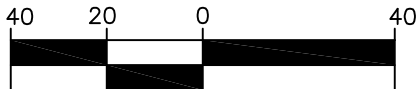


NOTE:
ALL INFORMATION SHOWN HEREON WITH RESPECT TO UNDERGROUND CONDITIONS WAS DETERMINED BY DATA COLLECTED THROUGH SURVEY CREW OBSERVATION AND OTHER INFORMATION TAKEN FROM EXISTING PLANS AND MAPS OF RECORD. NO UNDERGROUND UTILITIES EXISTING OR ABANDONED WERE EXPOSED OR LOCATED.

UNLESS SPECIFICALLY ACCEPTED BY SLI ENGINEERING, INC. IN WRITING, SLI ENGINEERING, INC. MAKES NO CLAIM, EXPRESSED OR IMPLIED, AS TO THE UNDERGROUND SITE CONDITIONS.



CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	30.00'	24.38'	12.91'	23.72'	N24°27'57"W	46°33'54"
C2	50.00'	238.34'	47.34'	68.75'	N88°49'00"E	273°08'01"
C3	30.00'	24.38'	12.91'	23.72'	S22°05'57"W	46°33'54"



SCALE: 1"=40'



Reg. No. F-1902
SURVEYING
Reg. No. 100120-00

STREET VACATE: SPLIT



CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
6600 WESTWIND DRIVE
EL PASO, TEXAS
(915) 584-4457

SLI ENGINEERING, INC.

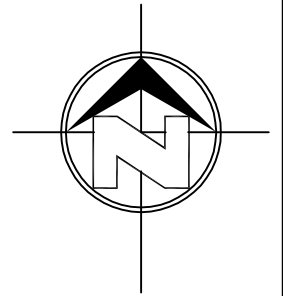
JOB #: 06-XX-XXXX DR. BY: LCD
SCALE: 1"=40' F.B. #: GPS
DATE: 01/28/2022.

PROPERTY DESCRIPTION

A parcel of land being the Right-Of-Way of Marks Street as dedicated by the Franklin D. Roosevelt Memorial Subdivision Plat recorded in 1974

CERTIFICATION
I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY SURVEY WAS PERFORMED UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998



**MARKS STREET: SPLIT
METES AND BOUNDS**

A parcel of land being the Right-Of-Way of Marks Street as dedicated by the Franklin D. Roosevelt Memorial Subdivision Plat recorded in 1974 and being more particularly described by metes and bounds as follows;

Commencing at the City Monument found 3.60 feet offset from the centerline intersection of Maxwell Avenue (60 feet public Right-Of-Way) and Herbert Street (60 feet public Right-Of-Way); Thence, North 88°49'00" East, a distance of 26.97 feet to point; North 88°49'00" East, a distance of 218.89 feet to point; Thence, leaving the centerline of Maxwell avenue (60 feet public Right-Of-Way) North 01°11'00" West, a distance of 30.00 feet to a point; Thence North 88° 49' 00" East, a distance of 70.00 feet to a point; Thence North 01° 49' 00" East, a distance of 120.00 feet to a point, point being the "TRUE POINT OF BEGINNING" of this description.

THENCE, North 88°49'00" West, a distance of 50.00 feet to a boundary point;

THENCE, North 1°11'00" West, a distance of 33.58 feet to a boundary point;

THENCE, along a curve to the left, having a radius of 30.00 feet, a Delta angle of 46°33'54", and whose long Chord bears North 24°27'57" West, a distance of 23.72 to a boundary point;

THENCE, along a curve to the right, having a Radius of 50.00 feet, a Delta angle of 273°08'01", and whose long Chord bears North 88°49'00" East, a distance of 68.75 feet to a boundary point;

THENCE, along a curve to the left, having a Radius of 30.00 feet, a Delta angle of 46°33'54", and whose long Chord bears South 22°05'57" West, a distance of 23.72 feet to a boundary point;

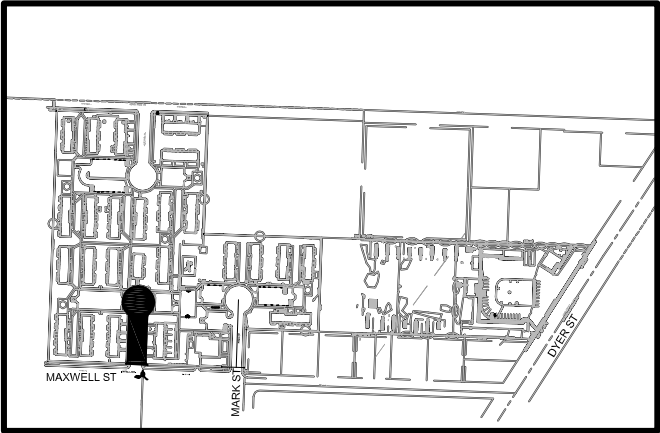
THENCE, South 1°11'00" East, a distance of 33.58 feet to a point back to the "TRUE POINT OF BEGINNING".

Said parcel of land containing 10,100.95 Sq.Ft. (0.2319 Acres) of land, more or less.



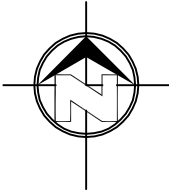
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METES AND BOUNDS: SPLIT		
<div><div>CIVIL ENGINEERS LAND SURVEYORS LAND PLANNERS 6600 WESTWIND DRIVE EL PASO, TEXAS (915) 584-4457</div></div> <div>SLI ENGINEERING, INC.</div> <div>JOB #: <u>06-XX-XXXX</u> DR. BY: <u>LCD</u> SCALE: <u>1"=40'</u> F.B. #: <u>GPS</u> DATE: <u>01/28/2022</u></div>	<div>PROPERTY DESCRIPTION</div> <div>A parcel of land being the Right-Of-Way of Marks Street as dedicated by the Franklin D. Roosevelt Memorial Subdivision Plat recorded in 1974</div>	<div>Reg. No. F-1902 SURVEYING Reg. No. 100120-00</div> <div>CERTIFICATION I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY SURVEY WAS PERFORMED UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.  _____ GUILLERMO LICON, R.P.L.S. REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS LICENSE NO. 2998</div>



SCALE: 1"=600'

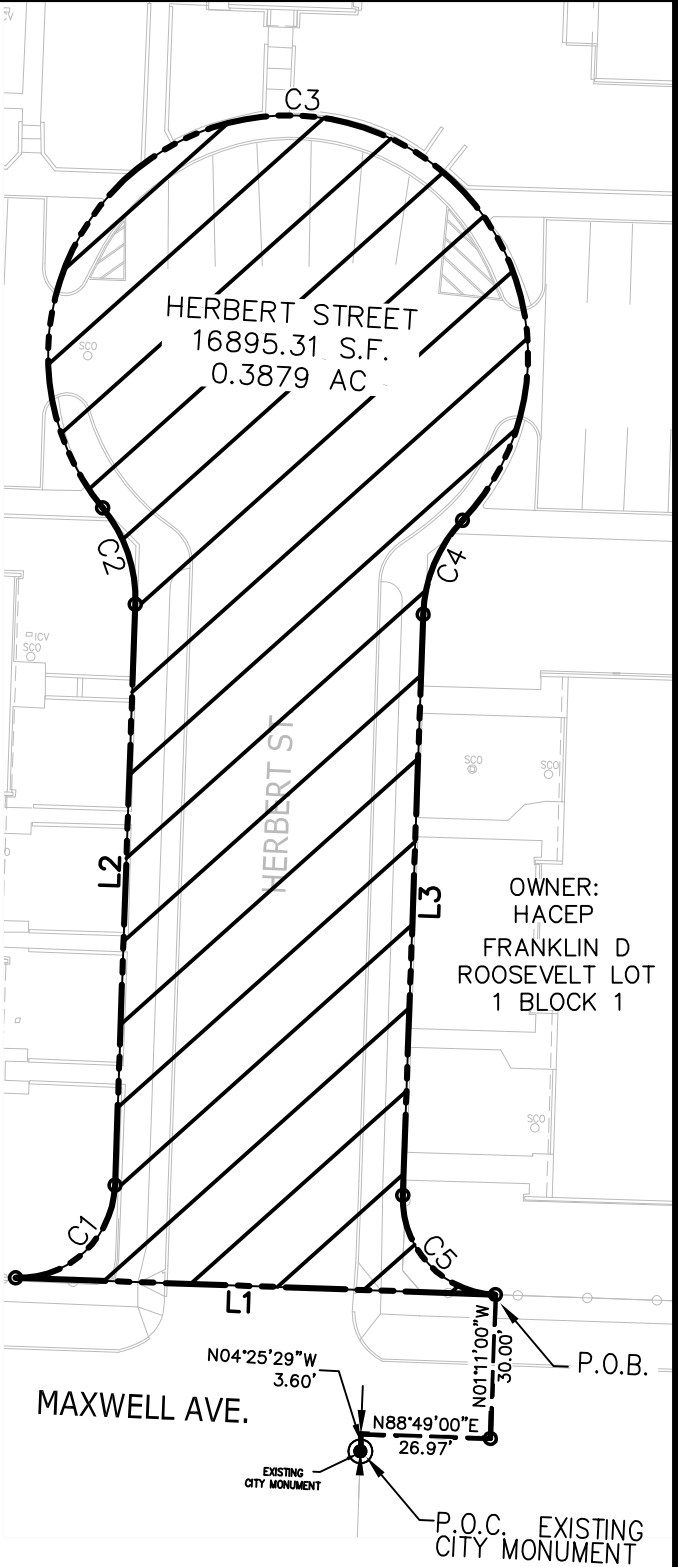
LINE TABLE		
LINE	LENGTH	BEARING
L1	100.00	S88° 49' 00"W
L2	121.08	N1° 11' 00"W
L3	121.08	S1° 11' 00"E



NOTE:

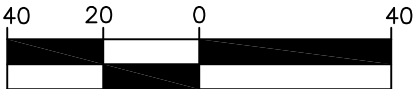
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UNLESS SPECIFICALLY ACCEPTED BY SLI ENGINEERING, INC. IN WRITING, SLI ENGINEERING, INC. MAKES NO CLAIM, EXPRESSED OR IMPLIED, AS TO THE UNDERGROUND SITE CONDITIONS.



OWNER:
HACEP
FRANKLIN D
ROOSEVELT LOT
1 BLOCK 1

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	20.00	31.42	20.00	28.28	N43° 49' 00"E	90°00'00"
C2	29.97	21.68	11.34	21.21	N21° 53' 18"W	41°27'01"
C3	50.00	229.37	56.69	75.00	N88° 49' 00"E	262°49'27"
C4	29.91	21.66	11.34	21.21	S19° 31' 18"W	41°32'26"
C5	20.00	31.42	20.00	28.28	S46° 11' 00"E	90°00'00"



SCALE: 1"=40'



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STREET VACATE:



CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
6600 WESTWIND DRIVE
EL PASO, TEXAS
(915) 584-4457

SLI ENGINEERING, INC.

JOB #: 06-XX-XXXX DR. BY: LCD
SCALE: 1"=40' F.B. #: GPS
DATE: 01/28/2022

PROPERTY DESCRIPTION

A parcel of land being the
Right-Of-Way of Herbert Street
as dedicated by the Franklin D.
Roosevelt Memorial Subdivision
Plat recorded in 1974

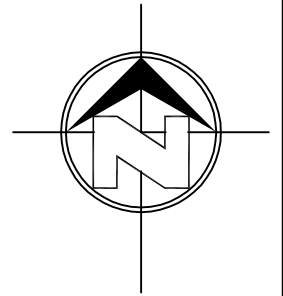
Reg. No. F-1902
SURVEYING
Reg. No. 100120-00

CERTIFICATION

I HEREBY CERTIFY THAT THE FOREGOING
BOUNDARY SURVEY WAS PERFORMED
UNDER MY SUPERVISION AND IS TRUE AND
CORRECT TO THE BEST OF MY KNOWLEDGE
AND BELIEF

[Signature]

GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998



HERBERT STREET
METES AND BOUNDS

A parcel of land being the Right-Of-Way of Herbert Street as dedicated by the Franklin D. Roosevelt Memorial Subdivision Plat recorded in 1974 and being more particularly described by metes and bounds as follows;

Commencing at the City Monument found 3.60 feet offset from the centerline intersection of Maxwell Avenue (60 feet public Right-Of-Way) and Herbert Street (60 feet public Right-Of-Way); Thence, North 88°49'00" East, a distance of 26.97 feet to point; Thence, leaving the centerline of Maxwell avenue (60 feet public Right-Of-Way) North 01°11'00" West, a distance of 30.00 feet to a point, point being the "TRUE POINT OF BEGINNING" of this description.

THENCE, South 88°49'00" West, a distance of 100.00 feet to a boundary point;

THENCE, along a curve to the left, having a radius of 20.00 feet, a Delta angle of 90°00'00", and whose long Chord bears North 43°49'00" East, a distance of 28.28 to a boundary point;

THENCE, North 1°11'00" West, a distance of 121.08 feet to a boundary point;

THENCE, along a curve to the left, having a radius of 29.97 feet, a Delta angle of 41°27'01", and whose long Chord bears North 21°53'18" West, a distance of 21.21 to a boundary point;

THENCE, along a curve to the right, having a Radius of 50.00 feet, a Delta angle of 262°49'27", and whose long Chord bears North 88°49'00" East, a distance of 75.00 feet to a boundary point;

THENCE, along a curve to the left, having a Radius of 29.91 feet, a Delta angle of 41°32'26", and whose long Chord bears South 19°31'18" West, a distance of 21.21 feet to a boundary point;

THENCE, South 1°11'00" East, a distance of 121.08 feet to a boundary point;

THENCE, along a curve to the left, having a Radius of 20.00 feet, a Delta angle of 90°00'00", and whose long Chord bears South 46°11'00" East, a distance of 28.28 feet to a point back to the "TRUE POINT OF BEGINNING".

Said parcel of land containing 16,895.31 Sq.Ft. (0.3879 Acres) of land, more or less.



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Reg. No. F-1902
SURVEYING
Reg. No. 100120-00

METES AND BOUNDS:



SLI ENGINEERING, INC.

JOB #: 06-XX-XXXX DR. BY: LCD
SCALE: 1"=40' F.B. #: GPS
DATE: 01/28/2022

PROPERTY DESCRIPTION

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CERTIFICATION
I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY SURVEY WAS PERFORMED UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Guillermo Licon
GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998

Herbert Street and Marks Street ROW Vacation



City Plan Commission — June 2, 2022

CASE NUMBER/TYPE:	SURW22-00008 – RIGHT-OF-WAY VACATION
CASE MANAGER:	David Samaniego, (915) 212-1608, SamaniegoDC@elpasotexas.gov
PROPERTY OWNER:	Housing Authority of the City of El Paso
REPRESENTATIVE:	SLI Engineering, Inc.
LOCATION:	South of Hondo Pass Dr. and East of Dyer St. (District 2)
PROPERTY AREA:	0.62 acres
ZONING DISTRICT(S):	A-M (Apartment/Mobile Home Park)
PUBLIC INPUT:	None received as of May 26, 2022

SUMMARY OF RECOMMENDATION: Staff recommends **APPROVAL** of the Roosevelt Apartments Right-of-Way (ROW) Vacation, subject to the following condition:

- That a full-width utility easement be retained.

Herbert Street and Marks Street ROW Vacation



Figure A: Proposed right-of-way vacation (ROW) with surrounding area

DESCRIPTION OF REQUEST: The applicant seeks to vacate portions of Marks Street and Herbert Street located south of Hondo Pass Drive and east of Dyer Street. The total areas requested to be vacated is 0.62 acres in size. The applicant is vacating the rights-of-way (ROW) as the development abutting Marks Street and Herbert Street will be gated and already has access to Maxwell Avenue and Hondo Pass Drive.

CASE HISTORY/RELATED APPLICATIONS: N/A

NEIGHBORHOOD CHARACTER: Surrounding neighborhood characteristics are identified in the following table.

Surrounding Zoning and Use	
North	A-M (Apartment/Mobile Home Park) / multifamily
South	A-2 (Apartment) and C-1/sc (Commercial/special contract) / multifamily
East	A-M (Apartment/Mobile Home Park) and C-1/sc (Commercial/special contract) / multifamily
West	A-2/sp (Apartment/special permit) / church
Nearest Public Facility and Distance	
Park	Nolan Richardson Park (0.33 miles)
School	Moye Elementary School (0.27 miles)
Plan El Paso Designation	
G3, Post-War	
Impact Fee Service Area	
Northeast	

PUBLIC COMMENT: Notices of the proposed right-of-way vacation were sent on May 18, 2022 to all property owners within 300 feet of the subject property. In addition, notice was posted in the El Paso Times newspaper on May 18, 2022. As of May 26, 2022 staff has not received any communication regarding this request.

CITY PLAN COMMISSION OPTIONS:

The City Plan Commission has the authority to advise City Council on right-of-way vacation requests. When a request is brought forward to the CPC for review, the Commission may take any of the following actions:

1. **Recommend Approval:** The CPC finds that the proposed vacation request is in conformance with all applicable requirements of Title 19 of the El Paso City Code.
2. **Recommend Approval with Conditions:** The CPC may recommend that City Council impose additional conditions on approval of the request that bring the request into conformance with all applicable requirements of Title 19 of the El Paso City Code. **(Staff Recommendation)**
3. **Recommend Denial:** The CPC finds that the proposed request is not in conformance with all applicable requirements of Title 19 of the El Paso City Code.

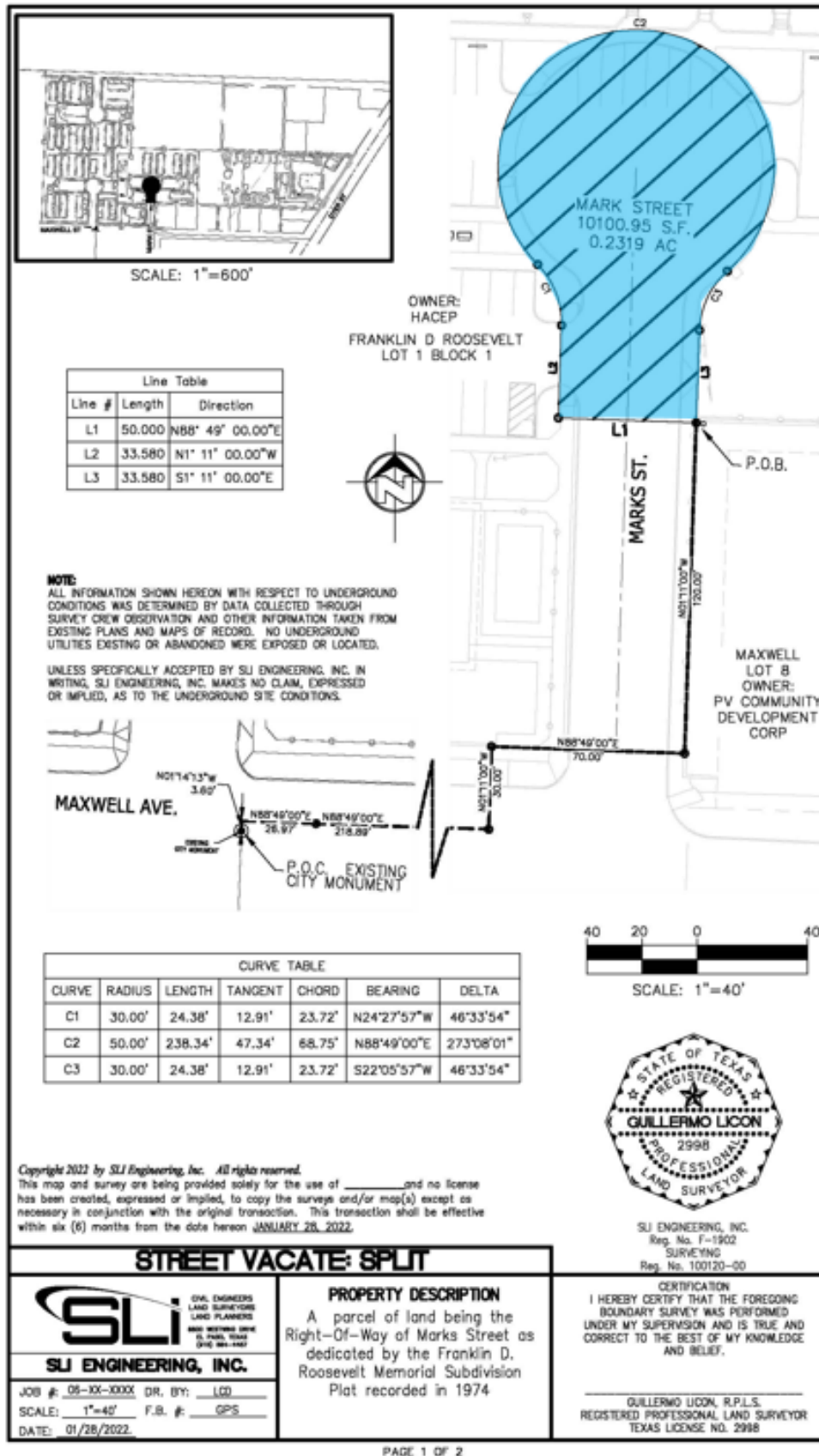
ATTACHMENTS:

1. Aerial Map
2. Survey
3. Metes and Bounds Description
4. Application
5. Department Comments

Herbert Street and Marks Street ROW Vacation



ATTACHMENT 2





SCALE: 1"=600'

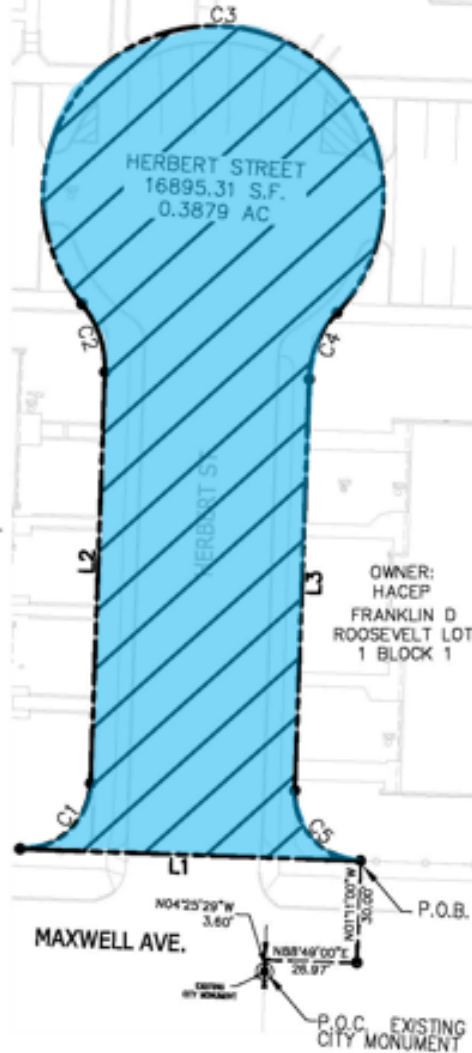
LINE TABLE		
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L1	100.00	S88° 49' 00"W
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L3	121.08	S1° 11' 00"E



NOTE:

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CURVE TABLE						
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C4	29.91	21.66	11.34	21.21	S19° 31' 18"W	41°32'26"
C5	20.00	31.42	20.00	28.28	S46° 11' 00"E	90°00'00"



SLI ENGINEERING, INC.
Reg. No. F-1902
SURVEYING
Reg. No. 100120-00

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STREET VACATE:



SLI ENGINEERING, INC.

JOB #: 06-XX-XXXX DR. BY: LCD
SCALE: 1"=40' F.B. #: GPS
DATE: 01/26/2022

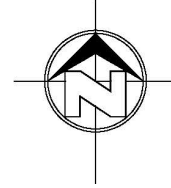
PROPERTY DESCRIPTION

A parcel of land being the Right-Of-Way of Herbert Street as dedicated by the Franklin D. Roosevelt Memorial Subdivision Plat recorded in 1974

CERTIFICATION
I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY SURVEY WAS PERFORMED UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998

ATTACHMENT 3



MARKS STREET: SPLIT METES AND BOUNDS

A parcel of land being the Right-Of-Way of Marks Street as dedicated by the Franklin D. Roosevelt Memorial Subdivision Plat recorded in 1974 and being more particularly described by metes and bounds as follows;

Commencing at the City Monument found 3.60 feet offset from the centerline intersection of Maxwell Avenue (60 feet public Right-Of-Way) and Herbert Street (60 feet public Right-Of-Way); Thence, North 88°49'00" East, a distance of 26.97 feet to point; North 88°49'00" East, a distance of 218.89 feet to point; Thence, leaving the centerline of Maxwell Avenue (60 feet public Right-Of-Way) North 01°11'00" West, a distance of 30.00 feet to a point; Thence North 88° 49' 00" East, a distance of 70.00 feet to a point; Thence North 01° 49' 00" East, a distance of 120.00 feet to a point, point being the "TRUE POINT OF BEGINNING" of this description.

THENCE, North 88°49'00" West, a distance of 50.00 feet to a boundary point;

THENCE, North 1°11'00" West, a distance of 33.58 feet to a boundary point;

THENCE, along a curve to the left, having a radius of 30.00 feet, a Delta angle of 46°33'54", and whose long Chord bears North 24°27'57" West, a distance of 23.72 to a boundary point;

THENCE, along a curve to the right, having a Radius of 50.00 feet, a Delta angle of 273°08'01", and whose long Chord bears North 88°49'00" East, a distance of 68.75 feet to a boundary point;

THENCE, along a curve to the left, having a Radius of 30.00 feet, a Delta angle of 46°33'54", and whose long Chord bears South 22°05'57" West, a distance of 23.72 feet to a boundary point;


THENCE, South 1°11'00" East, a distance of 33.58 feet to a point back to the "TRUE POINT OF BEGINNING".

Said parcel of land containing 10,100.95 Sq.Ft. (0.2319 Acres) of land, more or less.

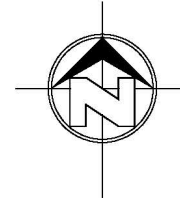


SLI ENGINEERING, INC.
Reg. No. F-1902
SURVEYING
Reg. No. 100120-00

Copyright 2022 by SLI Engineering, Inc. All rights reserved.
This map and survey are being provided solely for the use of _____ and no license has been created, expressed or implied, to copy the surveys and/or map(s) except as necessary in conjunction with the original transaction. This transaction shall be effective within six (6) months from the date hereon JANUARY 28, 2022.

METES AND BOUNDS: SPLIT		
 <p>CIVIL ENGINEERS LAND SURVEYORS LAND PLANNERS 6800 WESTING DRIVE EL PASO, TEXAS (915) 596-4407</p> <p>SLI ENGINEERING, INC.</p>	<p>PROPERTY DESCRIPTION</p> <p>A parcel of land being the Right-Of-Way of Marks Street as dedicated by the Franklin D. Roosevelt Memorial Subdivision Plat recorded in 1974</p>	<p>CERTIFICATION</p> <p>I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY SURVEY WAS PERFORMED UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.</p>
		<p>JOB #: 06-XX-XXXX DR. BY: LCD</p>
		<p>SCALE: 1"=40' F.B. #: GPS</p>
		<p>DATE: 01/28/2022.</p>
		<p>GUILLERMO LICON, R.P.L.S. REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS LICENSE NO. 2998</p>

PAGE 2 OF 2



HERBERT STREET METES AND BOUNDS

A parcel of land being the Right-Of-Way of Herbert Street as dedicated by the Franklin D. Roosevelt Memorial Subdivision Plat recorded in 1974 and being more particularly described by metes and bounds as follows;

Commencing at the City Monument found 3.60 feet offset from the centerline intersection of Maxwell Avenue (60 feet public Right-Of-Way) and Herbert Street (60 feet public Right-Of-Way); Thence, North 88°49'00" East, a distance of 26.97 feet to point; Thence, leaving the centerline of Maxwell avenue (60 feet public Right-Of-Way) North 01°11'00" West, a distance of 30.00 feet to a point, point being the "TRUE POINT OF BEGINNING" of this description.

THENCE, South 88°49'00" West, a distance of 100.00 feet to a boundary point;

THENCE, along a curve to the left, having a radius of 20.00 feet, a Delta angle of 90°00'00", and whose long Chord bears North 43°49'00" East, a distance of 28.28 to a boundary point;

THENCE, North 1°11'00" West, a distance of 121.08 feet to a boundary point;

THENCE, along a curve to the left, having a radius of 29.97 feet, a Delta angle of 41°27'01", and whose long Chord bears North 21°53'18" West, a distance of 21.21 to a boundary point;

THENCE, along a curve to the right, having a Radius of 50.00 feet, a Delta angle of 262°49'27", and whose long Chord bears North 88°49'00" East, a distance of 75.00 feet to a boundary point;

THENCE, along a curve to the left, having a Radius of 29.91 feet, a Delta angle of 41°32'26", and whose long Chord bears South 19°31'18" West, a distance of 21.21 feet to a boundary point;

THENCE, South 1°11'00" East, a distance of 121.08 feet to a boundary point;

THENCE, along a curve to the left, having a Radius of 20.00 feet, a Delta angle of 90°00'00", and whose long Chord bears South 46°11'00" East, a distance of 28.28 feet to a point back to the "TRUE POINT OF BEGINNING".

Said parcel of land containing 16,895.31 Sq.Ft. (0.3879 Acres) of land, more or less.



SLI ENGINEERING, INC.
Reg. No. F-1902
SURVEYING
Reg. No. 100120-00

Copyright 2022 by SLI Engineering, Inc. All rights reserved.
This map and survey are being provided solely for the use of _____ and no license has been created, expressed or implied, to copy the surveys and/or map(s) except as necessary in conjunction with the original transaction. This transaction shall be effective within six (6) months from the date hereon JANUARY 28, 2022.

METES AND BOUNDS:



SLI ENGINEERING, INC.

JOB #: 06-XX-XXXX DR. BY: LCD
SCALE: 1"=40' F.B. #: GPS
DATE: 01/28/2022

PROPERTY DESCRIPTION

A parcel of land being the Right-Of-Way of Herbert Street as dedicated by the Franklin D. Roosevelt Memorial Subdivision Plat recorded in 1974

CERTIFICATION
I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY SURVEY WAS PERFORMED UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998

ATTACHMENT 4

DocuSign Envelope ID: F7CB4033-A5E5-4820-B7F0-B2461829B89E



VACATION PUBLIC EASEMENTS AND RIGHTS-OF-WAY APPLICATION

Date: 02-02-2022 File No. _____

1. APPLICANTS NAME HOUSING OPPORTUNITY MANAGEMENT ENTERPRISES (HOME)
ADDRESS 304 TEXAS AVENUE, SUITE 1600 ZIP CODE 79902 TELEPHONE 915 584 4457
2. Request is hereby made to vacate the following: (check one)
Street ☒ Alley ☐ Easement ☐ Other ☐
Street Name(s) MARKS and HERBERT STREETS Subdivision Name FRANKLIN D ROOSEVELT MEMORIAL SUBDIVISION
Abutting Blocks ¹ Abutting Lots ¹
3. Reason for vacation request: THE STREET SERVES THE EXISTING DEVELOPMENT ONLY. THIS LOCATION IS NOT NEEDED ANY MORE TO ACCESS THE SITE SINCE THE DEVELOPMENT WILL BE GATED.
4. Surface Improvements located in subject property to be vacated:
None ☐ Paving ☒ Curb & Gutter ☒ Power Lines/Poles ☒ Fences/Walls ☐ Structures ☐ Other ☐
5. Underground Improvements located in the existing rights-of-way:
None ☐ Telephone ☐ Electric ☐ Gas ☐ Water ☒ Sewer ☒ Storm Drain ☐ Other ☐
6. Future use of the vacated right-of-way:
Yards ☐ Parking ☒ Expand Building Area ☐ Replat with abutting Land ☐ Other ☐
7. Related Applications which are pending (give name or file number):
Zoning ☐ Board of Adjustment ☐ Subdivision ☐ Building Permits ☐ Other ☐
8. Signatures: All owners of properties which abut the property to be vacated must appear below with an adequate legal description of the properties they own (use additional paper if necessary).

Signature	Legal Description	Telephone
<small>Not a Signature</small> <small>3106F5E0C9 01601</small>	lot 1 block 1, Franklin D. Roosevelt	
_____	_____	_____
_____	_____	_____

The undersigned Owner/Applicant/Agent understands that the processing of this Application will be handled in accordance with the procedure for Requesting Vacations and that no action on processing will be taken without payment of the non-refundable processing fee. It is further understood that acceptance of this application and fee in no way obligates the City to grant the Vacation. I/We further understand that the fee, if the Vacation is granted will be determined by the City of El Paso and a Certified or Cashier's Check must be presented before the request will be recommended for Council action.

The undersigned acknowledges that he or she is authorized to do so, and upon the City's request will provide evidence satisfactory to the City confirming these representations.

The granting of a vacation request shall not be construed to be a waiver of or an approval of any violation of any of the provisions of any applicable City ordinances.

OWNER SIGNATURE
3106F5E0C9 01601 REPRESENTATIVE SIGNATURE: georges Details appear to be correct Date: 2/2/2022 12:05:33 PM
REPRESENTATIVE (PHONE): 915 203 7277
REPRESENTATIVE (E-MAIL): Ghaloul@eli-engineering.com

NOTE: SUBMITTAL OF AN APPLICATION DOES NOT CONSTITUTE ACCEPTANCE FOR PROCESSING UNTIL THE PLANNING DEPARTMENT REVIEWS THE APPLICATION FOR ACCURACY AND COMPLETENESS.

Planning & Inspections Department
811 Texas | P.O. Box 1890 | El Paso, Texas 79950-1890 | (915) 212-0085

ATTACHMENT 5

Planning and Inspections Department- Planning Division

1. Staff will be recommending a condition requiring that a full-width utility easement be retained
2. Location Map: add "s" to Mark St.

Planning and Inspections Department- Land Development Division

We have reviewed subject plats and recommend Approval.

The Developer/Engineer shall address the following comments.

1. Any proposed improvements shall not impede the flow of storm-water runoff.

Parks and Recreation Department

We have reviewed **Roosevelt Apts Vacation** survey map and on behalf of Parks & Recreation Department we offer "No" objections to this proposed Street Right-of-way vacation request.

El Paso Water

EPWater-PSB does not object to this request as long as utility easements are retained to accommodate the existing 8-inch diameter sanitary sewer main along Marks St. north of Maxwell Ave. and the existing manhole on Herbert St. north of Maxwell Ave.

Water:

There is an existing 6-inch diameter water main that extends along Maxwell Ave., located approximately 20-feet south of the north right-of-way line. This main is available for service.

Previous water pressure from fire hydrant #1501, located on the northwest corner of Maxwell Ave. and Marks St., has yielded a static pressure of 75 (psi), a residual pressure of 70 (psi), and a discharge of 1,501 (gpm).

Sanitary Sewer:

There is an existing 8-inch diameter sanitary sewer main that extends along Maxwell Ave., located approximately 6-feet north of the south right-of-way line. This main is available for service.

There is an existing 8-inch diameter sanitary sewer main that extends along Marks St., north of Maxwell Ave and located approximately 30-feet west of the east right-of-way line. This main is available for service if a utility easement is retained.

General:

EPWater requires a new service application to provide service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater – PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Streets and Maintenance Department

A TIA is not required for this application.

El Paso County Water Improvement District #1

This item is not within the boundaries of EPCWID1.

Fire Department

Recommend approval – no adverse comments.

Sun Metro

No comments received.

Capital Improvement Department

No comments received.

Texas Gas

No comments received.

El Paso Electric

No comments received.

El Paso County 911 District

No comments received.

Texas Department of Transportation

No comments received.

El Paso County

No comments received.



Legislation Text

File #: 23-352, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Planning and Inspections, Philip F. Etiwe, (915) 212-1553

Planning and Inspections, Kevin Smith, (915) 212-1566

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

An Ordinance amending Title 15 (Public Services), Chapter 15.08 (Street Rentals), Section 15.08.150 (Shared Mobility Devices), to make the current permitting program permanent. The penalty is as provided in Section 15.08.150 of the El Paso City Code.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: March 14, 2023
PUBLIC HEARING DATE: March 28, 2023

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Kevin Smith, (915) 212-1566

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.1 Provide business friendly permitting and inspection process
3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance amending Title 15 (Public Services), Chapter 15.08 (Street Rentals), Section 15.08.150 (Shared Mobility Devices), to make the current permitting program permanent. The penalty is as provided in Section 15.08.150 of the El Paso City Code.

BACKGROUND / DISCUSSION:

On January 8, 2019, City Council approved an ordinance establishing a twelve-month pilot program for the shared use mobility devices. City Council approved extensions of the pilot program to April 1, 2023. This is a staff recommendation to sunset the pilot program and to permit permanent deployment of these devices.

PRIOR COUNCIL ACTION:

- January 8, 2019 – City Council approved Ordinance 018899 establishing and governing the shared mobility pilot program.
- January 21, 2020 – City Council approved Ordinance 019012 extending pilot program by one year, to January 31, 2021.
- January 19, 2021 – City Council approved Ordinance 019134 extending pilot program by one year, to January 31, 2022.
- January 19, 2022 – City Council approved Ordinance 019281 extending pilot program by one year, to January 31, 2023.
- January 31, 2023 – City Council approved Ordinance 019433 extending the pilot program by 60 days.

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:

Philip Etiwe

Revised 04/09/2021

ORDINANCE NO. _____

ORDINANCE AMENDING TITLE 15 (PUBLIC SERVICES), CHAPTER 15.08 (STREET RENTALS), SECTION 15.08.150 (SHARED MOBILITY DEVICES), TO MAKE THE CURRENT PERMITTING PROGRAM PERMANENT. THE PENALTY IS AS PROVIDED IN SECTION 15.08.150 OF THE EL PASO CITY CODE.

WHEREAS, on January 8th, 2019 the City of El Paso adopted Ordinance No. 018899 allowing for the placement of shared mobility devices on the public right of way for a 12 month evaluation period; and

WHEREAS, on January 21st, 2020 the City of El Paso adopted Ordinance No. 019012 extending the evaluation period for an additional 12 month period; and

WHEREAS, on January 19th, 2021 the City of El Paso adopted Ordinance No. 019134 extending the evaluation period for an additional 12 month period; and

WHEREAS, on January 19th, 2022 the City of El Paso adopted Ordinance No. 019281 extending the evaluation period for an additional 12 month period; and

WHEREAS, on January 31st, 2023 the City of El Paso adopted Ordinance No. 019433 extending the evaluation period for an additional 60 days; and

WHEREAS, City Council wishes to sunset the pilot program and authorize permitted allowance of shared mobility devices on City right-of-way;

NOW THEREFORE BE IT ORDAINED BY THE CITY OF EL PASO:

SECTION 1. Title 15 (Public Services), Chapter 15.08 (Street Rentals), Section 15.08.150 (Shared Mobility Devices), Subsection C, of the El Paso City Code is amended to read as follows:

- C. Permit. A person who wants to place a shared use mobility device on the public right-of-way shall apply for a permit on an application form as required by the director. The director shall issue a permit to a person that complies with requirements of this section and any regulations adopted by the director pursuant to this section. The director shall not issue a permit to a person that does not comply with the requirements of this section or any regulations adopted by the director pursuant to this section. A person is not eligible to apply for a permit for one year following a revocation of a permit under this section. Unless terminated earlier as provided under this section, all permits issued under this section expire after 12 months of issuance regardless of the date such permit is issued. No permit shall be issued to a person owing ad valorem taxes to the city or who has defaulted on an agreement with the city within five years preceding the application for a permit under this section. Notwithstanding anything to the contrary, a permit may only be issued to a person who owns the shared use mobility devices for which the permit is requested. All application forms and documents under this section must be executed by the owner of the shared use mobility devices. Nothing in the section prohibits city council from amending this section to change the expiration date of all permits.

SECTION 2. Except as herein amended, all provisions of Title 15 remain in full force and effect.

SIGNATURES ON FOLLOWING PAGE

ORDINANCE NO. _____

HQ 23- 461 | Tran #488155 | Planning & Inspections Dept.

Title 15 – Shared Use Mobility Devices (Scooter) – Ordinance Amendment

RTA

ADOPTED this _____ day of _____, 2023.

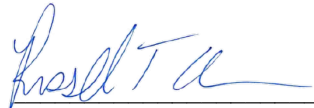
CITY OF EL PASO:

Oscar Leeser, Mayor

ATTEST:


Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning and Inspections Department

ORDINANCE NO. _____

HQ 23- 461 | Tran #488155 | Planning & Inspections Dept.
Title 15 – Shared Use Mobility Devices (Scooter) – Ordinance Amendment
RTA

Redlines

Title 15.08.150 – Shared Mobility Devices

C. Permit. A person who wants to place a shared use mobility device on the public right-of-way shall apply for a permit on an application form as required by the director. The director shall issue a permit to a person that complies with requirements of this section and any regulations adopted by the director pursuant to this section. The director shall not issue a permit to a person that does not comply with the requirements of this section or any regulations adopted by the director pursuant to this section. A person is not eligible to apply for a permit for one year following a revocation of a permit under this section. Unless terminated earlier as provided under this section, all permits issued under this section expire after 12 months of issuance regardless of the date such permit is issued~~sixty (60) days after the date this Ordinance is approved~~. No permit shall be issued to a person owing ad valorem taxes to the city or who has defaulted on an agreement with the city within five years preceding the application for a permit under this section. Notwithstanding anything to the contrary, a permit may only be issued to a person who owns the shared use mobility devices for which the permit is requested. All application forms and documents under this section must be executed by the owner of the shared use mobility devices. Nothing in the section prohibits city council from amending this section to change the expiration date of all permits.



Legislation Text

File #: 23-350, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Animal Services Department, Terry Kebschull, (915) 212-8742

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

An Ordinance amending Title 7 (Animals), Chapter 7.28 (Animal Shelter Advisory Committee), Section 7.28.050 (Quorum and Procedures) of the El Paso Code. The City of El Paso wishes to re-insert a previously inadvertently deleted section in Title 7, Chapter 28, Section 7.28.050.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE:
PUBLIC HEARING DATE:

CONTACT PERSON(S) NAME AND PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ____ YES ____ NO

PRIMARY DEPARTMENT:
SECONDARY DEPARTMENT:

*******REQUIRED AUTHORIZATION*******

DEPARTMENT HEAD:

Lory K Kebochull

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 7 (ANIMALS), CHAPTER 7.28 (ANIMAL SHELTER ADVISORY COMMITTEE), SECTION 7.28.050 (QUORUM AND PROCEDURES) OF THE EL PASO CITY CODE.

WHEREAS, the City of El Paso wishes to re-insert a previously inadvertently deleted section in Title 7, Chapter 28, Section 7.28.050 of the El Paso City Code.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

SECTION 1. That Title 7 (Animal), Chapter 7.28 (Animal Shelter Advisory Committee), Section 7.28.050 (Quorum and Procedures) is hereby amended to re-insert a previously inadvertently deleted section as follows:

7.28.050 - Quorum and procedures.

- B. The city shall provide support to the ASAC for the purpose of scheduling and giving notice of the meetings, the preparation of minutes of each meeting, and the provision of other reasonable support services. The city's director of the Department of Animal Services shall designate a city employee to serve as the secretary. The secretary shall have the right to attend meetings and speak on questions before the ASAC, but shall have no vote and shall not be counted for the purpose of making a quorum or determining the number of votes necessary to reach a decision on any question.

SECTION 2. Except as herein amended, Title 7 of the El Paso City Code shall remain in full force and effect.

(Signatures begin on following page)

ADOPTED this ____ day of _____, 2023.

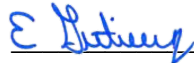
CITY OF EL PASO:

Oscar Leeser
Mayor


ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Eric Gutierrez
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Terry K. Kebschull, Director
Animal Services Department

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 7 (ANIMALS), CHAPTER 7.28 (ANIMAL SHELTER ADVISORY COMMITTEE), SECTION 7.28.050 (QUORUM AND PROCEDURES) OF THE EL PASO CITY CODE.

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(Signatures begin on following page)

ADOPTED this ____ day of _____, 2023.

CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Eric Gutierrez
Assistant City Attorney

APPROVED AS TO CONTENT:

Terry K. Kebschull, Director
Animal Services Department



Legislation Text

File #: 23-332, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092

Streets and Maintenance, Richard J. Bristol, (915) 212-7000

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

The linkage to the Strategic Plan is subsection 7.2 - Improve competitiveness through infrastructure improvements impacting the quality of life.

Discussion and action on the request that the Managing Director of Purchasing & Strategic Sourcing be authorized to notify Sierra Machinery, Inc. that the City is terminating Contract No. 2021-0742 Volvo, Gradall and Doosan Parts and Service for convenience, pursuant to the Purchase Order Terms and Conditions - Section 7A of this contract, and that the termination shall be effective as of March 14, 2023.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: March 14, 2023

PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Richard J. Bristol, Streets and Maintenance Director, (915) 212-7000
K. Nicole Cote, Managing Director, (915) 212-1092

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 7 – Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: 7.2 – Improve competitiveness through infrastructure improvements impacting the quality of life

SUBJECT:

Request that the Managing Director of Purchasing & Strategic Sourcing be authorized to notify Sierra Machinery, Inc. that the City is terminating Contract No. 2021-0742 Volvo, Gradall and Doosan Parts and Service for convenience, pursuant to the Purchase Order Terms and Conditions – Section 7A of this contract, and that the termination shall be effective as of March 14, 2023.

BACKGROUND / DISCUSSION:

The contract has been fully expensed.

SELECTION SUMMARY:

N/A

CONTRACT VARIANCE:

N/A

PROTEST

N/A

PRIOR COUNCIL ACTION:

On April 13, 2021, City Council approved the award of contract 2021-0742 Volvo, Gradall and Doosan Parts and Service to Sierra Machinery, Inc. for a two (2) year term for at total amount of \$400,000.00.

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Streets and Maintenance

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:


Richard J. Bristol, Streets and Maintenance Director

2-27-23

**COUNCIL PROJECT FORM
(Termination)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the **CONSENT** agenda for the City Council Meeting of **March 14, 2023.**

STRATEGIC GOAL: No. 7: Enhance and Sustain El Paso's Infrastructure Network

The linkage to the Strategic Plan is subsection 7.2 – Improve competitiveness through infrastructure improvements impacting the quality of life.

Request that the Managing Director of Purchasing & Strategic Sourcing be authorized to notify Sierra Machinery, Inc. that the City is terminating Contract No. 2021-0742 Volvo, Gradall and Doosan Parts and Service for convenience, pursuant to the Purchase Order Terms and Conditions – Section 7A of this contract, and that the termination shall be effective as of March 14, 2023.

DATE: 8/3/2018

R E S O L U T I O N

WHEREAS, on April 13, 2021, the City of El Paso ("City") awarded Contract No. 2021-0742 Volvo, Gradall and Doosan Parts and Service to the following vendor:

1. Sierra Machinery, Inc.

WHEREAS, pursuant to the Purchase Order Terms and Conditions – Section 7A of this contract the City is authorized to terminate the Contract for convenience; and

WHEREAS, the City desires to terminate the Contract for Convenience.

NOW, THEREFORE, BE IT RESOLVED BY CITY COUNCIL OF THE CITY OF EL PASO:

That the Managing Director of Purchasing & Strategic Sourcing is authorized to notify Sierra Machinery, Inc. that the City is terminating Contract No. 2021-0742 Volvo, Gradall and Doosan Parts and Service for convenience, pursuant to the Purchase Order Terms and Conditions – Section 7A of this contract, and that the termination shall be effective as of March 14, 2023.

APPROVED this _____ day of _____, 2023.

THE CITY OF EL PASO:

Oscar Lesser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Juan Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

K. Nicole Cote, Managing Director
Purchasing & Strategic Sourcing

APPROVED AS TO CONTENT:

Richard J. Bristol, Director
Streets and Maintenance Department



Legislation Text

File #: 23-325, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1082

Streets and Maintenance, Richard J. Bristol, (915) 212-7000

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

The linkage to the strategic plan is subsection 7.2 - Improve Competitiveness through Infrastructure Improvements Impacting the Quality of Life.

Award Summary:

Discussion and action on the request that the Managing Director of Purchasing & Strategic Sourcing Department be authorized to issue Purchase Order(s) to Sierra Machinery, Inc., the sole and authorized distributor for the 2023-0157 Volvo, Gradall and Doosan Parts and Service, for a term of three (3) years for an estimated amount of \$720,000.00, with a stipulation that Sierra Machinery, Inc. provides an updated sole source letter and affidavit each year. This contract will allow for the maintenance of equipment used by the Environmental Services and Streets and Maintenance Departments.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$40,000.00 per year, which represents a 20% increase due to parts and service prices increasing.

Department:	Streets and Maintenance
Award To:	Sierra Machinery, Inc. El Paso, TX
Initial Term:	3 Years
Annual Estimated Amount:	\$240,000.00
Total Estimated Amount:	\$720,000.00
Account No.:	532 - 3600 - 531210 - 37020 - P3701 (Parts) 532 - 3600 - 531250 - 37020 - P3701 (Service)
Funding Source:	Internal Service Fund
District(s):	All

This is a Sole Source contract in accordance with Texas Local Government Code 252.022(a)(7)(a).

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Sierra Machinery, Inc., the sole and authorized distributor.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: March 14, 2023

PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Richard J. Bristol, Streets and Maintenance Director, (915) 212-7000

K. Nicole Cote, Managing Director, (915) 212-1082

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 7 – Enhance and Maintain the City's Infrastructure Network

SUBGOAL: 7.2 - Improve competitiveness through infrastructure improvements impacting the quality of life

SUBJECT:

Discussion and action on the request that the Managing Director of Purchasing & Strategic Sourcing Department be authorized to issue Purchase Order(s) to Sierra Machinery, Inc., the sole and authorized distributor for the 2023-0157 Volvo, Gradall and Doosan Parts and Service, for a term of three (3) years for an estimated amount of \$720,000.00, with a stipulation that Sierra Machinery, Inc. provides an updated sole source letter and affidavit each year.

BACKGROUND / DISCUSSION:

This contract will allow for the parts and service of Volvo, Gradall and Doosan heavy equipment. Currently, there are twenty-three (23) Volvo manufactured equipment in inventory, ranging from bucket loaders, articulated haulers, front wheel loaders, forklifts and a water wagon. This contract will support repairs of all Streets operations equipment in order to complete maintain the City's streets, parks and landfill operations. The parts and service maintain all the forklifts in inventory.

SELECTION SUMMARY:

Pursuant to Local Government Code 252.022(7)(A) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies, procuring parts and service for Volvo, Gradall and Doosan parts and service where Sierra Machinery Inc. is the only authorized distributor for El Paso County.

CONTRACT VARIANCE:

The difference based in comparison to the previous contract is as follows: An increase of \$40,000.00 per year, which represents a 20% increase due to parts and service prices increasing.

PROTEST

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$720,000.00

Funding Source: Internal Service Fund

Account: 532 – 3600 – 531210 – 37020 – P3701 (Parts)

532 – 3600 – 531250 – 37020 – P3701 (Service)

2023-0157 Volvo, Gradall and Doosan Parts and Service

Revised 2/23/2022-V2 – Previous Versions Obsolete

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Streets and Maintenance

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



Richard J. Bristol – Streets and Maintenance Director

**COUNCIL PROJECT FORM
(SOLE SOURCE)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the **REGULAR** agenda for the Council Meeting of **March 14, 2023**.

Strategic Goal 7: Enhance and Sustain El Paso's Infrastructure Network

The linkage to the strategic plan is subsection 7.2 – Improve Competitiveness Through Infrastructure Improvements Impacting the Quality of Life.

Award Summary:

Discussion and action on the request that the Managing Director of Purchasing & Strategic Sourcing Department be authorized to issue Purchase Order(s) to Sierra Machinery, Inc., the sole and authorized distributor for the 2023-0157 Volvo, Gradall and Doosan Parts and Service, for a term of three (3) years for an estimated amount of \$720,000.00, with a stipulation that Sierra Machinery, Inc. provides an updated sole source letter and affidavit each year. This contract will allow for the maintenance of equipment used by the Environmental Services and Streets and Maintenance Departments.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$40,000.00 per year, which represents a 20% increase due to parts and service prices increasing.

Department:	Streets and Maintenance
Award To:	Sierra Machinery, Inc.
	El Paso, TX
Initial Term:	3 Years
Annual Estimated Amount:	\$240,000.00
Total Estimated Amount:	\$720,000.00
Account No.:	532 – 3600 – 531210 – 37020 – P3701 (Parts)
	532 – 3600 – 531250 – 37020 – P3701 (Service)
Funding Source:	Internal Service Fund
District(s):	All

This is a Sole Source contract in accordance with Texas Local Government Code 252.022(a)(7)(a).

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Sierra Machinery, Inc., the sole and authorized distributor.

*******ADDITIONAL INFO BELOW*******

January 19, 2023
(717) 300-6075

Ms. Maria Teran
Sierra Machinery, Inc.
939 Hawkins Blvd.
El Paso, TX 79915

RE: Volvo Construction Equipment North America, LLC ("Volvo CE")

Dear Ms. Teran:

Please be advised that Sierra Machinery, Inc. ("Sierra") is currently the only authorized Volvo CE Dealer for General Purchase Equipment products in the following Counties of (i) New Mexico: Chaves, Dona Ana, Eddy, Grant, Hidalgo, Lincoln, Luna, Otero, Sierra and (ii) Texas: Brewster, Culberson, El Paso, Hudspeth, Jeff Davis, Pecos, Presidio, Reeves, and Terrell.

Sierra is currently the only authorized Volvo CE Dealer for Volvo CE road products in the following Counties of Texas: Brewster, Culberson, El Paso, Hudspeth, Jeff Davis, Presidio, and Terrell and the following counties of New Mexico: Chaves, Dona Ana, Eddy, Grant, Hidalgo, Lea, Lincoln, Luna, Otero and Sierra.

Thus, currently Sierra Machinery is currently the only authorized source of genuine Volvo CE parts and service for construction equipment in the above areas. Parts and services ordered from Sierra Machinery will provide warranty of the products.

Please feel free to call if you have any questions.

Sincerely,



Lisa C. Slocum
Manager – Legal Department



Doosan Infracore
Portable Power

1293 Glenway Dr.
Satesville, NC 28625

January 20, 2023

To whom it may concern:

Please be advised that Sierra Machinery, Inc., with locations in El Paso, TX and Artesia, NM is the authorized distributor for Doosan Portable Power products including air compressors, light towers and generators. As an authorized distributor, Sierra Machinery has responsibility for sales, service, parts, and warranty for these product line in select counties of west Texas and southern New Mexico.

Sincerely,

John Hargett
District Sales Manager
Doosan Portable Power



January 17, 2023

To Whom It May Concern:

This letter is to confirm that Sierra Machinery, Inc. is the Gradall Excavator distributor for the following territory:


In the State of Texas, the Counties of El Paso, Hudspeth, Culberson, Jeff Davis, Presidio, Brewster, Reeves, Pecos, and Terrell.

The State of New Mexico.

As a sole source provider of Gradall Industries LLC, Sierra Machinery, Inc. is responsible for all machine and parts sales, as well as service.

Thank you again for your time. If you have any questions, please feel free to contact me.

Sincerely,


Jeremy Fisher
Regional Sales Manager



PURCHASING & STRATEGIC SOURCING DEPARTMENT

SOLE SOURCE AFFIDAVIT

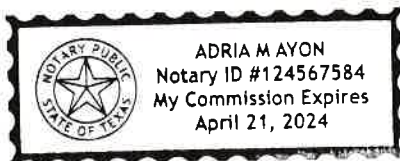
THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned official, on this day, personally appeared _____ a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Maria F. Teran. I am over the age of 18, have never been of a convicted crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Sierra Machinery, Inc.
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
VOLVO, DOOSAN, and GRADALL
4. Competition in providing the above named item(s) product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 252.022, Subchapter A of the Local Governmental Code 7A or as provided for under 7B-F of the same section. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. **Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuation of any/all business with the City of El Paso.**

Signature

SUBSCRIBED AND SWORN to before me on this 23rd day of JANUARY, 2023



NOTARY PUBLIC

Adria M. Ayon

PRINTED NAME

APRIL 21, 2024

MY COMMISSION EXPIRES

COMPANY NAME: Sierra Machinery, Inc.

ADDRESS, CITY, STATE & ZIP CODE: 939 Hawkins Blvd., El Paso, Texas 79915

PHONE: 915-772-0613

FAX NUMBER: 915-779-6086

CONTACT NAME AND TITLE: Maria F. Teran - President / CEO

WEB ADDRESS: www.sierraelpaso.com

EMAIL: magia@sierraelpaso.com

FEDERAL TAX ID NUMBER: 74-2160500

TEXAS SALES TAX NUMBER: 1-742160500



Legislation Text

File #: 23-328, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092

Streets and Maintenance, Richard J. Bristol, (915) 212-7000

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

The linkage to the strategic plan is subsection 7.2 - Improve Competitiveness through Infrastructure Improvements Impacting the Quality of Life.

Award Summary:

Discussion and action on the award of Solicitation 2023-0087 McNeilus Parts and Service to McNeilus Financial, Inc. dba McNeilus Truck & Manufacturing Co. for a term of three (3) years for an estimated amount of \$975,000.00. This contract will allow the purchase of McNeilus parts and service for the Fleet Division.

Contract Variance:

The difference based on comparison to the previous contract is as follows: An increase of \$150,000.00 for the initial term, which represents a 18.18% increase due to price increases.

Department:	Streets and Maintenance
Vendor:	McNeilus Financial, Inc. dba McNeilus Truck & Manufacturing Co. Dodge Center, MN
Initial Term:	3 Years
Annual Estimated Award:	\$325,000.00
Total Estimated Award:	\$975,000.00
Account No.:	532 - 3600 - 531210 - 37020 - P3701 (Parts) 532 - 3600 - 531250 - 37020 - P3701 (Service)
Funding Source:	Internal Service Fund
District(s):	All

This is a Non-Competitive, service contract in accordance with Section 9.1.8.1 of The Amended and Restated Procurement and Sourcing Policy.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to McNeilus Financial, Inc. dba McNeilus Truck & Manufacturing Co.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: March 14, 2023
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Richard J. Bristol, Streets & Maintenance Director, (915) 212-7000
K. Nicole Cote, Managing Director, (915) 212-1092

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 7 – Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: 7.2 – Improve Competitiveness Through Infrastructure Improvements Impacting the Quality of Life

SUBJECT:

Discussion and action on the award of solicitation 2023-0087 McNeilus Parts and Service to McNeilus Financial, Inc. dba McNeilus Truck & Manufacturing Co. for a term of three (3) years for an estimated amount of \$975,000.00.

BACKGROUND / DISCUSSION:

This contract will allow the support service/maintenance of thirteen (13) McNeilus Refuse trucks and ninety-four (94) HEIL Refuse trucks in Fleet inventory. It will also allow the purchase of parts for McNeilus equipment and HEIL equipment, as some parts are interchangeable. This contract allows the repairs of all Refuse trucks in order to be compliant with the City's mandatory Refuse Truck Rollout each day.

SELECTION SUMMARY:

As per Section 9.1.8.1 of The Amended and Restated Procurement and Sourcing Policy, "if a contract cannot be awarded after two competitive procurement/selection process, the requirement can be fulfilled by a non-competitive award. Prior solicitations 2022-0499, 2022-0686 and 2022-0877.

CONTRACT VARIANCE:

The difference based on comparison to the previous contract is as follows: An increase of \$150,000.00 for the initial term, which represents a 18.18% increase due to price increases.

PROTEST

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$975,000.00

Funding Source: Internal Service Fund

Account: 532 – 3600 – 531210 – 37020 – P3701 (Parts)

532 – 3600 – 531250 – 37020 – P3701 (Service)

2023-0087 McNeilus Parts and Service

Revised 2/23/2022-V2 – Previous Versions Obsolete

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Streets & Maintenance

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:


Richard J. Bristol, Streets & Maintenance Director

**COUNCIL PROJECT FORM
(NON -COMPETITIVE)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the **REGULAR** agenda for the Council Meeting of **March 14, 2023**.

Strategic Goal 7: Enhance and Sustain El Paso's Infrastructure Network

The linkage to the strategic plan is subsection 7.2 – Improve Competitiveness Through Infrastructure Improvements Impacting the Quality of Life.

Award Summary:

Discussion and action on the award of solicitation 2023-0087 McNeilus Parts and Service to McNeilus Financial, Inc. dba McNeilus Truck & Manufacturing Co. for a term of three (3) years for an estimated amount of \$975,000.00. This contract will allow the purchase of McNeilus parts and service for the Fleet Division.

Contract Variance:

The difference based on comparison to the previous contract is as follows: An increase of \$150,000.00 for the initial term, which represents a 18.18% increase due to price increases.

Department:	Streets and Maintenance
Vendor:	McNeilus Financial, Inc. dba McNeilus Truck & Manufacturing Co.
	Dodge Center, MN
Initial Term:	3 Years
Annual Estimated Award:	\$325,000.00
Total Estimated Award:	\$975,000.00
Account No.:	532 – 3600 – 531210 – 37020 – P3701 (Parts)
	532 – 3600 – 531250 – 37020 – P3701 (Service)
Funding Source:	Internal Service Fund
District(s):	All

This is a Non-Competitive, service contract in accordance with Section 9.1.8.1 of The Amended and Restated Procurement and Sourcing Policy.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to McNeilus Financial, Inc. dba McNeilus Truck & Manufacturing Co.

*******ADDITIONAL INFO BELOW*******



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-261, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Police, Steve Alvarado, (915) 212-6026

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

An Ordinance amending Title 9 (Health and Safety), Chapter 9.48 (Public Swimming Pools and Spas), Section 9.48.010 (Purpose) of the El Paso City Code.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE:
PUBLIC HEARING DATE:

CONTACT PERSON(S) NAME AND PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ____ YES ____ NO

PRIMARY DEPARTMENT:
SECONDARY DEPARTMENT:

*******REQUIRED AUTHORIZATION*******

DEPARTMENT HEAD:

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 9 (HEALTH AND SAFETY), CHAPTER 9.48 (PUBLIC SWIMMING POOLS AND SPAS), SECTION 9.48.010 (PURPOSE) OF THE EL PASO CITY CODE.

WHEREAS, the City of El Paso wishes to amend Title 9, Chapter 9.48, Section 9.48.010 to match and reflect changes to the Texas Administrative Code, updated January 1, 2023.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

SECTION 1. That Title 9 (Health and Safety), Chapter 9.48 (Public Swimming Pools and Spas), Section 9.48.010 (Purpose), is hereby amended to read as follows:

9.48.010 – Purpose.

The purpose of this chapter is to establish minimum standards for the operation and maintenance of public pools and spas to ensure the health and safety for users. These standards are based in part on the Texas Administrative Code, Title 25 - Health Services, Part 1 - Texas Department of State Health Services, Chapter 265 - General Sanitation, Subchapter L - Public Swimming Pools and Spas. These standards shall be construed to be consistent with good public health, engineering and safety practices.

SECTION 2. Except as herein amended, Title 9 of the El Paso City Code shall remain in full force and effect.

(Signatures begin on following page)

ADOPTED this ____ day of _____, 2023.

CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

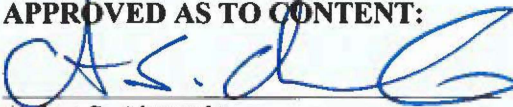
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Eric Gutierrez
Assistant City Attorney

APPROVED AS TO CONTENT:



Arthur S. Alvarado
Code Enforcement Director

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 9 (HEALTH AND SAFETY), CHAPTER 9.48 (PUBLIC SWIMMING POOLS AND SPAS), SECTION 9.48.010 (PURPOSE) OF THE EL PASO CITY CODE.

WHEREAS, the City of El Paso wishes to amend Title 9, Chapter 9.48, Section 9.48.010 to match and reflect changes to the Texas Administrative Code, updated January 1, 2023.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

SECTION 1. That Title 9 (Health and Safety), Chapter 9.48 (Public Swimming Pools and Spas), Section 9.48.010 (Purpose), is hereby amended to read as follows:

9.48.010 – Purpose.

The purpose of this chapter is to establish minimum standards for the operation and maintenance of public pools and spas to ensure the health and safety for users. These standards are based in part on the Texas Administrative Code, Title 25 - Health Services, Part 1 - Texas Department of State Health Services, Chapter 265 - General Sanitation, Subchapter ~~KL~~ - ~~Standards~~ for Public Swimming Pools and Spas. These standards shall be construed to be consistent with good public health, engineering and safety practices.

SECTION 2. Except as herein amended, Title 9 of the El Paso City Code shall remain in full force and effect.

(Signatures begin on following page)

ADOPTED this ____ day of _____, 2023.

CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Eric Gutierrez
Assistant City Attorney

APPROVED AS TO CONTENT:

Arthur S. Alvarado
Code Enforcement Director



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-280, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Environmental Services, Ellen A. Smyth, (915) 212-6000

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

An Ordinance granting to Jessica Soto Prado and Hugo Prado DBA PS Ads a non-exclusive franchise for waste containers on sidewalks and other city property.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT: Environmental Services

AGENDA DATE: February 28, 2023

PUBLIC HEARING DATE: March 14, 2023

CONTACT PERSON NAME AND PHONE NUMBER: Ellen Smyth, Director 915-212-6000

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 3 – Promote the Visual Image of El Paso

SUBJECT:

AN ORDINANCE GRANTING TO JESSICA SOTO PRADO AND HUGO PRADO DBS PS ADS A NON-EXCLUSIVE FRANCHISE FOR WASTE CONTAINERS ON SIDEWALKS AND OTHER CITY PROPERTY

BACKGROUND / DISCUSSION:

A franchise agreement is required for the placement of solid waste containers on City property. The Ordinance, acknowledged by the franchisee, identifies standards to be maintained for the placement, maintenance, and use for advertising of the solid waste containers at locations identified in the ordinance.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

ORDINANCE NO. _____

**AN ORDINANCE GRANTING TO JESSICA SOTO PRADO
and HUGO PRADO DBA PS ADS A NON-EXCLUSIVE
FRANCHISE FOR WASTE CONTAINERS ON
SIDEWALKS AND OTHER CITY PROPERTY**

WHEREAS, Jessica Soto Prado and Hugo Prado DBA PS Ads desires to place waste containers on sidewalks and other City property in accordance with El Paso City Code Section 13.20.120; and

WHEREAS, the City of El Paso (the “City”) desires to allow Jessica Soto Prado and Hugo Prado DBA PS Ads to place waste containers on sidewalks and other City property.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

1. There is hereby granted to Jessica Soto Prado and Hugo Prado DBA PS Ads, hereinafter called “Grantee,” and his assigns, a non-exclusive franchise under El Paso City Code 13.20.120 to place and maintain up to 150 “waste containers” meeting the criteria discussed herein, on sidewalks and other City property. The size of the waste containers shall not exceed thirty-six (36) inches in height and thirty-six (36) inches in width, or as otherwise specified in the El Paso City Code, and the design and construction of the waste containers shall be subject to prior approval by the Director for the Department of Environmental Services (the “Director”) of the City. The waste containers must be durable and attractively constructed and shall at all times be maintained by Grantee in such condition as not to constitute a hazard to persons or property, or impede in any way the flow of vehicular or pedestrian traffic, with five feet of free and unobstructed passage around the waste container. The specific, fixed locations for Grantee’s waste containers are on Exhibit “A”, however, if the Traffic Engineer determines that any of the locations or container placements do not meet these requirements or hinders pedestrian or vehicular traffic, the Traffic

1

ORDINANCE NO. _____

2023-313 TRAN -481357 ESD |Jessica Soto Prado and Hugo Prado DBA PS Ads– Waste Container Franchise ORD|JG

Engineer shall direct Grantee to relocate or remove such waste containers in conformity with this franchise and City Code. Grantee shall comply with the sign regulations contained in City Code Section 20.18.020C, and shall register any new locations with the City's Planning Department if any changes to Exhibit "A" are sought after City Council approvals this franchise. This franchise does not grant the right to locate waste containers on property owned or controlled by the Texas Department of Transportation (TxDOT). The location of any waste containers on property or right of way not owned or controlled by the City of El Paso must be by separate agreement with the appropriate entity.

2. The term of this franchise shall be a five-year period beginning March 14, 2023, unless the agreement is otherwise terminated as provided herein. If Grantee is not in default of this agreement, the Grantee may request a one-year extension in writing no later than ninety days before the end of the term, unless or until cancelled or terminated as provided for herein. The City Manager or designee is authorized to approve this option to extend.

3. Grantee may use the space on the waste containers for advertising reputable and reliable business concerns that contract for the space. Grantee will not be prohibited from placing any advertisement on the waste containers based on content. This agreement does not allow advertising for any illegal business or activity, a political party, the candidacy of any person for political office, or that is of a character deemed by the City Council to be improper for exhibition in the public streets or parks when judged by contemporary community standards.

4. If any improvements are to be constructed or repairs made, whether by the City or a utility company, on any sidewalk or other City property where Grantee has placed any waste containers, Grantee shall, upon written notice from the Director, remove any waste containers located on the affected City property. The Director shall give Grantee fourteen days written notice of the date

when the construction of improvements on such City property is to begin, and Grantee shall remove such waste containers prior to the commencement of construction.

5. During the life of this franchise, Grantee shall maintain, repair or replace the waste containers as necessary, and shall keep them reasonably clean, in neat and attractive appearance, and free of odors. Grantee may change the design of the waste containers if it deems advisable, but such changes shall be subject to prior approval of the Director.

5.1 The City will provide written notice to the Grantee in the case of any problem waste container(s) and if the problem is not cured within seven days of that notice, the City can order the removal of said waste container(s).

5.2 If Grantee does not remove the problem waste container(s) within seven days of the City's removal order, the City will remove and dispose of the waste container(s) at the Grantee's cost.

5.3 The timeframes referenced in this Section 5 may be accelerated by the City in the case of an imminent public health or safety hazard.

6. As part of the consideration for the grant of this franchise, Grantee agrees during the term hereof:

6.1 To collect all refuse from the waste containers on a schedule to be approved by the Director within five days of the City's approval of this ordinance and within the timeframe subsequently approved by the Director after any change to the initially approved schedule.

6.2 To dispose of such refuse in a legal and proper manner including, but not limited to applicable City ordinance.

7. If Grantee collects and disposes of the refuse or uses his own employees to collect and dispose of the refuse, Grantee shall obtain, pay for and keep in effect a City commercial hauler's license, and shall comply with all laws, codes and ordinances applicable to the collection, hauling and disposal of refuse. Grantee may contract with a permitted hauler to collect and dispose of the refuse.

8. Grantee is deemed, at all times, an independent contractor and is responsible for his own acts. GRANTEE AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY,

ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LOSS, LIABILITY, DAMAGE, EXPENSE OR CLAIM OF ANY NATURE WHATSOEVER ARISING OUT OF OR INCIDENT TO THIS FRANCHISE, WHICH ARE THE RESULT OF ANY ACT OR OMISSION OF GRANTEE. GRANTEE SHALL GIVE THE CITY REASONABLE NOTICE OF ANY SUCH CLAIMS OR ACTIONS. GRANTEE SHALL USE LEGAL COUNSEL REASONABLY ACCEPTABLE TO THE CITY IN CARRYING OUT ITS OBLIGATIONS HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS FRANCHISE.

9. During the term of this franchise, the Grantee will carry public liability insurance by a solvent insurance company authorized to do business in Texas, for the protection of itself and the City, which must be named as an additional insured. The limits of liability must be at least \$250,000 for bodily injury or wrongful death of one person, \$500,000 for more than one person in the same accident, and \$100,000 property damage. The form of the policy is subject to approval by the City and a copy, or a certificate of insurance, must be filed with the City Clerk. The policy must provide that it cannot be canceled without ten days prior notice in writing to the City Clerk.

10. Grantee must comply with all applicable laws, regulations and ordinances.

11. The City may terminate this franchise without cause, for any reason whatsoever, upon thirty days written notice to Grantee.

12. Upon termination of this franchise, the City Council may either require Grantee to remove the containers or the City may acquire the containers as described. If the City opts to acquire the property of Grantee located in accordance with this Agreement, the grant hereof, and such property will be transferred to the City upon the payment by the City to Grantee of a fair valuation. The fair valuation shall be ascertained by the arbitration and appraisal of a majority of three appraisers,

one of whom shall be appointed by the City of El Paso, one of whom shall be appointed by the Grantee, and one of whom shall be appointed by the first two appraisers so appointed by the City and Grantee. If said two appraisers are unable to agree on the designation of a third appraiser, or if the City or Grantee refuses for a period of thirty days after notice to appoint or designate an appraiser, the County Judge of El Paso County, Texas, shall designate such appraiser. The valuation as fixed by a majority of three appraisers shall not include any payment or valuation because of any value derived from the franchise or the fact that it is or may be a going concern, duly installed and operated. If the City Council shall not desire to acquire the property by the payment of a fair valuation therefore, the property shall be removed by the Grantee without cost or expense to the City, and the sidewalk or other public place where the property was located shall be restored to its former condition.

13. This franchise may not be assigned without the prior written consent of the City, which consent will not be unreasonably withheld.

14. As consideration for this franchise, Grantee will pay to the City the annual franchise fee in the amount authorized by the El Paso City Council in Schedule C of the City's Budget Resolution, as amended on or before the 15th day following the granting of this franchise. In addition, on March 31, June 30, September 30 and December 31 of each year during the term of this franchise, the Grantee will submit a quarterly payment in the amount authorized by City Council per waste container in service per month. By way of example, the March 14, 2023 payment shall cover the period from the date of execution to March 31, 2023, and the June 30, 2023 payment shall cover the period from April 1, 2023 to June 30, 2023. This fee will include a report listing the number of waste containers in service, their location and reason for removing a waste container. If the City does not receive one or more of the referenced franchise fees by their due date, the City shall

send a written notice of default to the Grantee for lack of payment. The City will give Grantee ten calendar days from the date of such notice to pay in full or the franchise will be terminated at the end of the ten-day period. If the Grantee is found to be violating the provisions of this franchise or submitting false records listing locations or number of waste containers, the penalties listed in Section 1.08.030 of the City Code shall be pursued by the City against Grantee. All payments shall be submitted to the Comptroller of the City of El Paso, at the following address: P.O. Box 1890, El Paso, Texas 79950-1890.

15. The City may conduct periodic audits of the waste container locations to ensure quarterly reporting is accurate. The Department of Environmental Services may also investigate any and all complaints addressing waste container condition, locations, and nuisances caused by these waste containers.

16. In addition, Grantee must allow the City to use ten percent of its advertising space on its waste containers to publicize upcoming City-sponsored events and City-related community services messages. The Grantee will meet with the Director within ten days following the execution of this ordinance and again annually as of the date of the granting of this franchise to discuss the number and location of spaces available for City use. The locations shall be fixed until such time as the City agrees to a different location. The City is entitled to use ten percent of the total advertising spaces that the Grantee had available during the immediately preceding three months. There will be no more than one space per waste container for City use. The Grantee reserves the right to try to solicit sponsorship for the spaces allotted for City use. The City reserves the right to approve the wording and design of such advertisements and to accept sponsors. If the Grantee does not have a sponsor for the spaces allotted for City use, the City has the option to furnish its own signs for placement by the Grantee on the waste containers. The City reserves the

right to give the Grantee thirty days written notice to update or change the advertisement wording or design of a space reserved for City use.

17. Grantee herein shall indicate the acceptance of the provisions of this Ordinance in writing within five days after the passage thereof.

18. Written notice to the other party may be provided at the following addresses, or at a new address as provided in writing to the nonmoving party by a party that has moved its physical location within thirty days of said relocation without the necessity of amending this contract:

City:	City of El Paso Attn: City Manager P.O. Box 1890 El Paso, Texas 79950-1890
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Grantee:	Jessica Soto Prado and Hugo Prado DBA PS Ads Attn: Owner 7644 Crest Creek Ln El Paso, Texas 79911
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ADOPTED this _____ day of _____, 2023.

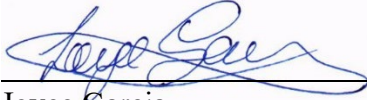
CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:



Ellen A. Smyth,
Chief Transit and Field Operations Officer

(Acceptance and Acknowledgment follow on next page)

ORDINANCE NO. _____

2023-313 TRAN -481357 ESD |Jessica Soto Prado and Hugo Prado DBA PS Ads- Waste Container Franchise ORD|JG

ACCEPTANCE AND ACKNOWLEDGMENT

ACCEPTANCE

The above instrument, with all conditions thereof, is hereby accepted this 20th day of February, 2023.

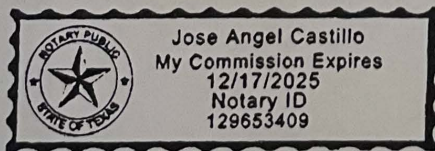
Jessica Soto Prado and Hugo Prado DBA PS Ads

[Signature] and [Signature] DBA PS Ads
By: Jessica Soto Prado and Hugo Prado DBA PS Ads
Its: Owner

ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 20th day of February, 2023, by Jessica Soto Prado and Hugo Prado, acting as the Owner of Jessica Soto Prado and Hugo Prado DBA PS Ads.



[Signature]
Notary Public, State of Texas

Notary's Printed or Typed Name:

Jose Angel Castillo

My Commission Expires:

12/17/2025

ORDINANCE NO. _____

2023-313 TRAN -481357 ESD | Jessica Soto Prado and Hugo Prado DBA PS Ads- Waste Container Franchise ORD|JG

EXHIBIT “A”

Site locations for El Paso Street Ads, LLC waste containers:

Main Street	Cross Street	No Authorized
DONIPHAN	ATLANTIC	1
DYER	TETONS	1
DYER	SEAN HAGGERTY	1
DYER	S ANGORA LOOP	1
EDGEMERE	BELLROSE	2
EDGEMERE	RC POE	2
EDGEMERE	NOLAN RICHARDSON	2
EDGEMERE	LEE BLVD	2
FAIRBANKS	SHENANDOAH	2
GATEWAY WEST	RAY WATT	1
GEORGE DIETER	ESTRADA	1
GEORGE DIETER	SCOTT SIMPSON	2
GEORGE DIETER	PHYSICIANS	1
GOODYEAR	JAMES WATT	1
JAMES WATT	ABILITY	1
JOE BATTLE	WINDERMERE	1
KANSAS	RIO GRANDE	2
KANSAS	ARIZONA	1
KENWORTHY	PLEASANT HILLS	2
LEE BLVD	ROBERT WYNN	3
LEE BLVD	TURNER	2
LEE TREVINO	CASTNER	1
LOMALAND	YERMOLAND	1
MARCUS URIBE	DUSTER	1
MCRAE	ACER	1
MCRAE	EDGEMERE	2
MESA	KERN	1
MONTANA	VIRGINIA	2
MONTANA	ST VRAIN	1
MONTWOOD	SUNFIRE	3
NARDO GOODWIN	HELEN OF TROY	1
NORTH LOOP	WARWICK	2
OCHOA	SCHUSTER	1
OREGON	ROBINSON	2
PEBBLE HILLS	TIERRA ESTE	2

PEBBLEHILLS	RED SAILS	2
PELLICANO	RUDY MONTOYA	2
PELLICANO	LIONEL	2
PELLICANO	GOODYEAR	3
PENDALE	JAMES WATT	2
RAILROAD	DEER	1
RAILROAD	HERCULES	1
REDD	MARBLE CANYON	2
REDD	DAKOTA RIDGE	1
REDD	PEARL RIDGE	2
REDD	DESERT CANYON	2
RICHBEEM	TIERRA RANCHO	1
ROJAS	LOMALAND	1
ROJAS	PETER COOPER	1
SALEM	RUSHING	2
SAUL KLEINFELD	FIREHOUSE	2
SAUL KLEINFELD	BOB MITCHELL	2
SAUL KLEINFELD	SNOW HAWK	1
SCHUSTER	RANDOLPH	1
STANTON	RIVER	1
SUN VALLEY	BONAIRE	2
SUN VALLEY	RUSHING	3
SUNFIRE	SUN COUNTRY	2
TIERRA ESTE	TIERRA CORTEZ	3
TRAWOOD	DALE DOUGLAS	2
VISTA DEL SOL	LEROY BONSE	3
VISTA DEL SOL	GENE TORRES	3
VISTA DEL SOL	HENRY PHIPPS	1
ZARAGOZA	HENRY BRENNAN	2
ZARAGOZA	GOLDEN GATE	1
TOTAL		107



Legislation Text

File #: 23-327, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Capital Improvement Department, Yvette Hernandez, (915) 212-1860

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action that the City Manager be authorized to sign a two-year On-Call Agreement for Professional Services to perform planning, public engagement, and urban design services on a task-by-task basis by and between the City of El Paso and each of the following six (6) selected firms:

- 1) CallisonRTKL, Inc.
- 2) Asakura Robinson, LLC
- 3) Kimley-Horn, and Associates, Inc.
- 4) Surroundings Studio, LLC
- 5) Able City, LLC
- 6) Mend Collaborative, Inc.

Each agreement will be for an amount not to exceed \$350,000.00, and each agreement will include authorization for the City Engineer to approve additional Basic Services and Reimbursable for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of a project; and that the City Manager be authorized to establish the funding sources, make any necessary budget transfers, and execute any and all documents necessary for the execution of the agreement.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: March 14, 2023
PUBLIC HEARING DATE:

CONTACT PERSON(S) NAME AND PHONE NUMBER: Yvette Hernandez, P.E. City Engineer
(915) 212-1860

DISTRICT(S) AFFECTED: ALL

STRATEGIC GOAL: 5.0 Promote Transparent and Consistent Communication Amongst All Members of the Community

SUBGOAL: 5.6 Strengthen messaging opportunities through media outlets and proactive community outreach

SUBJECT:

Discussion and action that the City Manager be authorized to sign a two-year On-Call Agreement for Professional Services to perform planning, public engagement, and urban design services on a task-by-task basis by and between the City of El Paso and each of the following six (6) selected firms:

- 1) CallisonRTKL, Inc.
- 2) Asakura Robinson, LLC
- 3) Kimley-Horn, Inc.
- 4) Surroundings Studio, LLC
- 5) Able City, LLC
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Each agreement will be for an amount not to exceed \$350,000.00, and each agreement will include authorization for the City Engineer to approve additional Basic Services and Reimbursable for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of a project; and that the City Manager be authorized to establish the funding sources, make any necessary budget transfers, and execute any and all documents necessary for the execution of the agreement.

BACKGROUND / DISCUSSION:

The agreement is to provide professional on-call planning, public engagement, and urban design services to augment the City's planning efforts, including but not limited to: small area and corridor plans, ordinance and text amendments to the municipal code, planning technology and platforms for data analysis and updates to City planning-related policies.

SELECTION SUMMARY: Solicited in accordance with the Capital Improvement Department policy for procuring professional services. There were nine (9) offerors one of which was local. Six (6) of the firms were determined to be the most qualified firms to provide these services.

CONTRACT VARIANCE: - N/A

PROTEST: - N/A

PRIOR COUNCIL ACTION: - City Council regularly approves on-call professional services agreements. The last Council action for approval of professional service agreements for planning, public engagement, and urban design services was October 15, 2019.

N/A

AMOUNT AND SOURCE OF FUNDING: General Fund, Bond Programs

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Capital Improvement Department
SECONDARY DEPARTMENT:

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:

Assistant Director Capital Improvement

A handwritten signature in black ink that reads "Jerry DeMuro/for". The signature is written in a cursive, flowing style. It is positioned above a horizontal line.

Yvette Hernandez, P.E. City Engineer

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a two year On-Call Agreement for Professional Services to perform planning, public engagement, and urban design services on a task by task basis by and between the by City of El Paso and each of the following six (6) consultants:

1. CallisonRTKL Inc.
2. Asakura Robinson, LLC
3. Kimley-Horn & Associates Inc.
4. Surroundings Studio LLC
5. Able City LLC
6. Mend Collaborative, Inc.

Each On-Call Agreement will be for an amount not to \$350,000.00, and each agreement will include authorization for the City Engineer to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and authorization for the City Engineer to approve Additional Services for an amount not to exceed \$50,000.00 if the identified services are necessary for proper execution of identified project and if the increased amounts are within the appropriate budget identified for a project. In addition, the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of each On-Call Agreement.

APPROVED THIS _____ DAY OF _____ 2023.


CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:

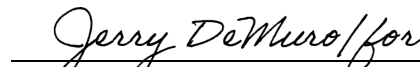
Laura Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



Yvette Hernandez, City Engineer
Capital Improvement Department

CITY OF EL PASO A/E SELECTION SCORESHEET SUMMARY									
On Call PLANNING, PUBLIC ENGAGEMENT & URBAN DESIGN Sol. 2023-0241									
	Able City	Askura Robinson	CallisonRTKL	Ford Momentum	Gensler	Kimley Horn	Mend	Surroundings	Quantum
<i>Rater 1</i>	75	69	80	39	76	69	59	86	85
<i>Rater 2</i>	63	77	79	50	71	73	69	51	52
<i>Rater 3</i>	78	73	77	18	72	82	73	79	80
<i>Rater 4</i>	70	75	80	50	71	72	78	73	71
<i>Rater 5</i>	79	83	80	50	53	72	81	77	71
TOTAL SCORE	365	377	396	207	343	368	360	366	359

<i>Rankings</i>		
	<i>NAME</i>	<i>SCORES</i>
1	Callison	396
2	Askura Robinson	377
3	Kimley Horn	368
4	Surroundings	366
5	Able City	365
6	Mend	360
7	Quantum	359
8	Gensler	343
9	Ford Momentum	207

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**ON-CALL
AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement is made this ____ day of _____, 2023 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and ASAKURA ROBINSON LLC, a Texas limited liability company, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional Planning, Public Engagement, & Urban Design services on a task order basis through the use of task orders referencing this Agreement, the scope of which is further described in **Attachment “A”**; and

WHEREAS, the Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner’s selection procedure, in accordance with all applicable state and local laws and ordinances;

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

**ARTICLE I
ATTACHMENTS**

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment “A”	Scope of Services and Project Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate
Attachment “F”	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

**ARTICLE II
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project (“**Project**”) and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment “A”**.

2.2 For each Project, the Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this

Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

- 2.3 The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.
- 2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.
- 2.5 The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working days time period.

ARTICLE III CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **\$350,000.00** for all basic services and reimbursables performed pursuant to this Agreement.

No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **(\$50,000.00)**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed **\$50,000.00**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **\$50,000.00** must have prior approval by City Council through written amendment to this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged

for each Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B"**.

Payments to the Consultant shall be made pursuant to **Attachment "D"**.

3.2 CONSULTANT'S SERVICES. The Basic Services and Additional Services, if any, to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C"**.

3.3 CONSULTANT'S INVOICES. For each Project, the Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety (90) days of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible, but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 PROJECT CONSTRUCTION BUDGET. The Consultant acknowledges that the construction budget and a construction time for each Project will be identified in each Task Order.

3.5 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to

this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE.

Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS' COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

"The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured."

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

- a) **COMMERCIAL GENERAL LIABILITY**
 - \$1,000,000.00 Per Occurrence
 - \$2,000,000.00 General Aggregate
 - \$2,000,000.00 Products/Completed Operations Aggregate
 - \$1,000,000.00 Personal and Advertising Injury

Personal Injury or Death & Property Damage

\$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

General Aggregate

\$1,000,000.00
\$1,000,000.00 per occurrence

- b) **AUTOMOBILE LIABILITY**
Combined Single Limit
\$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Contract.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

Further, all policies shall provide either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the City or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Owner, and Owner's officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. The Consultant shall not be responsible for any acts of any of the City's Independent Project Managers.

To the extent allowed by state law, the Owner will be responsible for its own actions.

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

ARTICLE VI FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment "F".

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

During the performance of this contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “Consultant”) agrees as follows:

- (1) **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Consultant’s noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
 - b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the

interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is consistent with professional skill and care, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment “D”**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment “D”**.

7.2 OPINION OF PROBABLE COST. As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant’s final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant’s most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project’s scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

7.3 CONSULTANT’S QUALITY OF WORK. The Owner’s review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant’s services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the

Project and in accordance with the time periods established in **Attachment “D”** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner’s review, for the performance of the Owner’s consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the “Instruments of Service”) are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner shall have the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects shall not grant the Owner any right to rely upon the Consultant’s seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant’s records subject to audit shall include but not be limited to records which, in the Owner’s discretion, have a bearing on matters of interest to the Owner in connection with the Consultant’s work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner’s agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant’s compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant’s records have been generated from computerized data, Consultant agrees to provide Owner’s representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant’s records related to this Project, and shall be allowed to interview any of the Consultant’s employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times and places.

7.6 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.7 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

7.8 GOVERNING LAW. The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

7.9 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.10 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.11 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner: The City of El Paso
 Attn: City Manager
 P.O. Box 1890
 El Paso, Texas 79950-1890

With a Copy to: The City of El Paso
 Attn: City Engineer
 P.O. Box 1890
 El Paso, Texas 79950-1890

To the Consultant: Asakura Robinson Company
 Attn: Brianna Frey
 250 Summer Street, Suite 3228
 Houston, TX 77007

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

7.12 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.13 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

7.14 TEXAS GOVERNMENT CODE. In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive


that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

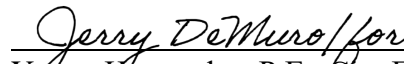
Tomás González
City Manager

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:

Assistant Director Capital Improvement


Yvette Hernandez, P.E., City Engineer
Capital Improvement Department

(Acknowledgment)

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this ____ day of _____, 2023,
by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures continue on following page)

CONSULTANT:
ASAURA ROBINSON COMPANY



By: ~~Brianna Frey~~ Keiji Asakura
Title: ~~Principal In Charge~~ President

(Acknowledgment)

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 17th day of February, 2023,
by ~~Brianna Frey, as Principal In Charge~~ of Asakura Robinson Company.

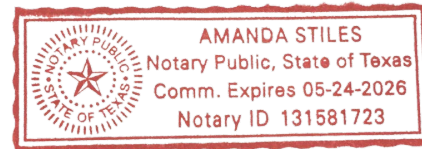
Keiji Asakura, as President



Notary Public, State of Texas

My commission expires:

05-24-2026



**ATTACHMENT “A”
SCOPE OF SERVICES**

Attachment A

Scope of Services

The contracts will be used for miscellaneous assignments on an on-call basis. Services to be included:

- Planning studies, including, but not limited to public infrastructure, small area and corridor plans
- Capital needs assessments and cost estimating
- Public facilitation and engagement
- Utilizing planning technology to develop platforms to further the City's Smart City objectives
- Acquisition and analysis of planning-related data
- Preparation of design standards and amendments to the City's municipal code
- Evaluation and revision of land use ordinances, as appropriate and development of additional land use ordinances as needed
- Performing market analyses
- Mobility Studies

Products required to include:

- Studies/Reports and research
- Site plans, specifications, estimates
- Zoning analyses
- Planning graphics and renderings
- Other analysis as requested

The following provides a general description of services, standards, and products required:

- Studies and Reports – Firms shall perform research, compile and analyze planning data, create databases and produce reports to include development standards, policies, sketches, renderings and cost estimates. Reports shall include description of policy alternatives considered, implementation costs, conclusions and recommendations.
- Public facilitation and engagement - Firms shall conduct innovative in person and virtual public meetings to engage with the public and stakeholders. Utilize effective engagement strategies to involve diverse stakeholders. Innovative facilitation and engagement are meetings which incorporate best practice and involve a combination of community collaboration, technology and/or interactive exercises that provide tangible and quantifiable feedback to the City. Furthermore, the firms shall incorporate engagement tools and marketing techniques and hold meetings in places and spaces that will increase meeting attendance. Lastly, the firms shall facilitate meetings in English and Spanish, as necessary to engage with diverse communities.
- Planning technology and data - When needed, the firms shall utilize available planning technology to illustrate complex planning concepts visually through different multimedia platforms. Furthermore, the firm shall procure data to support conclusions and policy recommendations.
- Text amendments to the City Code and Design Standards - The firms shall research innovative best practices and draft policies that promote quality of life, improve designs

consistent with the City's Strategic Plan, corridor plans and Smart City goals and objectives, and remove regulatory barriers to development.

- Full time project representative - The firms shall designate and assign a project representative, subject to the approval of the City, who will serve as the point of contact for the duration of the work or task being performed. The representative will be responsible for ensuring the quality of the work (including that of subconsultants) and for the project's delivery date being met.
- Review and create drawings, plans, documents and/or other deliverables as deemed necessary for the project scope.
- Meetings and conferences - Periodic meetings shall be held upon request by the City for discussion of questions and problems relating to the work being performed by the firms. The firms shall be required to attend and participate in all meetings/conferences pertinent to the work being performed to include support materials and graphics appropriate to each meeting.

ATTACHMENT “B”
CONSULTANT’S FEE PROPOSAL AND HOURLY RATES

Asakura Robinson Company LLC Hourly Rate Schedule - 01/25/2023

Position	Direct Pay Hourly Rate	Overhead	Profit	Fully Loaded Hourly Rate
		197.32%	13.0%	
Managing Principal	\$ 73.89	\$ 145.81	\$ 28.56	\$ 248.26
Principal	\$ 61.06	\$ 120.48	\$ 23.60	\$ 205.14
Senior Associate	\$ 49.04	\$ 96.76	\$ 18.95	\$ 164.76
Associate	\$ 36.54	\$ 72.10	\$ 14.12	\$ 122.76
Staff	\$ 29.81	\$ 58.82	\$ 11.52	\$ 100.15
Accounting Assistant	\$ 30.29	\$ 59.77	\$ 11.71	\$ 101.76
Intern	\$ 23.00	\$ 45.38	\$ 8.89	\$ 77.27

**ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES**

Each individual Task Order will identify the “**Project**”, and the Consultant shall provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.
2. The Consultant shall comply with the City of El Paso Engineering and Construction Management Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under the design phases of this Agreement.
3. The Consultant shall serve as the Owner’s professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.
4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with a project within the allocated budget. The Owner’s review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

REPORT PHASE

1. Upon receipt of the Owner’s written authorization to proceed with the **Report Phase**, the Consultant shall:
 - a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.
 - b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.
 - c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

- d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant’s recommendations.
 - e. As per Attachment “D”, furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.
- 2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
- 3. As identified in the Scope of Work in Attachment “A”, the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

PHASE I - PRELIMINARY DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the **Preliminary Design Phase**, the Consultant shall do the following separately for each construction contract:

- 1. Consult with the Owner to determine the Owner’s requirements for the Project.
- 2. Provide at the Consultant’s sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.
4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.
5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner’s representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.
6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.
8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.
9. As per **Attachment “D”**, furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

PHASE II - PRE-FINAL DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the Pre-Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant’s assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities. The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.
2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the “**Drawings**,” to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called “**Specifications**.” These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.
3. Advise the Owner of any adjustment to the Consultant’s previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant’s cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor’s method of pricing and that the Consultant’s opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.
4. Prepare proposal forms.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

5. As per **Attachment “D”**, furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

PHASE III - FINAL DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.
2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility Consultant comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.
3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.
4. **As per Attachment “D”**, furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.
5. **As per Attachment “D”**, furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.
6. Additional copies of the drawings and specifications beyond those identified in **Attachment “D”**, required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

BIDDING PHASE

Upon receipt of Owner’s written request, the Consultant shall provide any of the following services during the Bidding Phase:

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.
2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.
3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.
4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment “D”, deliver copies of all addenda to the Owner for appropriate action.
5. As identified in Attachment “A”, assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.
6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

CONSTRUCTION PHASE

At Owner’s request, the Consultant shall provide any of the following services associated with the Construction Phase:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner’s representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner’s standard general conditions for construction projects, with

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.

3. Unless otherwise stipulated in Attachment “A”, Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.
4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant’s efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor’s failure to perform the construction work in accordance with the construction contract documents.

Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.
6. Issue the Owner’s instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner’s approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner’s representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.

7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.
8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.
9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the construction contractor, a final inspection of the Project and prepare and publish a "punch list" of minor deficiencies to be corrected prior to final payment to the construction contractor. The **"punch list"** shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.
10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.
11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.
12. Furnish the Owner one set of reproducible (**D format**) "record" drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints,

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format.

13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.
14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner’s request, have recommendations implemented by the construction contractor.
15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.
17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.
19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.
20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.
21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.
22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.
23. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

construction contractor’s default under the construction contract due to delinquency or insolvency.

24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.
2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner’s scope or budget, except where the Consultant’s preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant’s final design cost opinions by **ten percent** or more.
3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.
4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.
5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

RESIDENT PROJECT SERVICES

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.
2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.
3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor’s failure to perform the construction work in accordance with the construction contract documents.

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Fixed fee Payment to Consultant

Report Phase	To be determined by Task Order
Preliminary Design Phase	To be determined by Task Order
Pre-Final Design Phase	To be determined by Task Order
Final Design Phase	To be determined by Task Order
Bidding Phase	To be determined by Task Order
Construction Phase	To be determined by Task Order

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant’s proposal found in **Attachment “B”**. The time shown in **Attachment “B”** is an estimate. Should the services rendered during the bidding and construction phases exceed the estimated amount, written authorization will be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions. For contracts with a total value less than Fifty Thousand and No/100 Dollars (\$50,000), the parties agree that at no time may the amount of the compensation under this contract exceed Fifty Thousand and No/100 Dollars (\$50,000) except by execution of an amendment to this Agreement.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and a Consulting Summary and Progress Report and the Owner’s written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/Consultant location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. *Tips and alcohol are not reimbursable.*

No single invoice may include items for both August and September of any given year. The Owner’s fiscal year begins on September 1st of each year and ends on August 31st of each year. Consultant’s invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with Owner’s fiscal year.

ATTACHMENT “D” PAYMENT AND DELIVERABLE SCHEDULES

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the City. A log is preferred showing the date, person’s name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for “Pay for View” or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

REPORT PHASE

The services called for in the Report Phase of this Agreement shall be completed and **5 copies** of the Preliminary Study and Report shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE I—PRELIMINARY DESIGN PHASE

The services called for in **Phase I** of this Agreement shall be completed and **10 copies** of any required documents and opinion of probable construction costs shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five copies** of the resubmitted design documents.

PHASE II—PRE-FINAL DESIGN PHASE

The services called for in **Phase II** of this Agreement shall be completed and **10 copies** the required documents and services shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE III—FINAL DESIGN PHASE

The services called for in **Phase III** of this Agreement shall be completed and **10 copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **3 copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **10 copies** of the final design documents and specifications for bidding to the Owner within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment “C” and submit **1 copy** of all addenda to the Owner for appropriate action within **2 consecutive calendar days**.

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment “C” and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within sixty days from the date of substantial completion.

ATTACHMENT “E”
Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Higginbotham Insurance Agency Inc PO Box 870 Corpus Christi TX 78403-0870	CONTACT NAME: Sofie Kaper PHONE (A/C, No, Ext): 361-561-2195 E-MAIL ADDRESS: certificates-cr@higginbotham.net FAX (A/C, No): 361-844-0101
INSURED Asakura Robinson Company LLC 2500 Summer Street, Suite 3228 Houston TX 77007	INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company, Ltd INSURER B: The Hartford INSURER C: Pacific Insurance Company, Ltd INSURER D: INSURER E: INSURER F:
	NAIC # 11000 10046

COVERAGES**CERTIFICATE NUMBER:** 1463491519**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Contractual		65SBAIN2909	6/29/2022	6/29/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		65SBAIN2909	6/29/2022	6/29/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		65SBAIN2909	6/29/2022	6/29/2023	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	65WBCAR2686	6/29/2022	6/29/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER TX & LA E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability Retro Date: 7/6/2004		01OH045839622	6/29/2022	6/29/2023	Each Claim \$2,000,000 Aggregate \$2,000,000 Ded Ea Claim \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

.

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of El Paso
Capital Improvements Dept.
218 N. Campbell
El Paso TX 79901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Higginbotham Insurance Agency Inc		NAMED INSURED Asakura Robinson Company LLC 2500 Summer Street, Suite 3228 Houston TX 77007	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Business Liability policy (which includes Hired & Non-Owned Auto) provides blanket automatic waiver of subrogation and additional insured status including a primary & non-contributory provision to the certificate holder only when there is a written insured contract between the insured and certificate holder that requires such status per Form SS0008 04/05 - Business Liability Coverage Form.

Contractual Liability per Business Liability Coverage Form SS0008 04/05 - Business Liability Coverage Form

Business Liability policy (which includes Hired & Non-Owned Auto) includes Endorsement Form SS4163 06/11 Amendment - Definition of Insured Contract.

Business Liability policy (which includes Hired & Non-Owned Auto) includes an endorsement providing that 30 days' notice of cancellation will be furnished to the certificate holder except 10 days' notice of nonpayment of premium per Form SS1224 06/11 Notice of Cancellation to Certificate Holder(s), per list on file with the Insurance Company.

Workers' Compensation policy includes a blanket automatic waiver of subrogation that provides this feature only when there is a written contract between the insured and certificate holder that requires it per Form WC420304B - Texas Waiver of Our Right to Recover from Others Endorsement.

Workers' Compensation policy includes a blanket automatic waiver of subrogation that provides this feature only when there is a written contract between the insured and certificate holder that requires it per Form WC000313 - Waiver of Our Right To Recover From Others Endorsement. (Not applicable in KY, NH, NJ, or for any MO construction risk).

Workers' Compensation policy includes an endorsement providing that 30 days' notice of cancellation will be furnished to the certificate holder except 10 days' notice of nonpayment of premium per Form WC990394 - Notice of Cancellation To Certificate Holder(s), per list on file with the Insurance Company and per Form WC990386 - Notice of Cancellation To Designated Person(s) Or Organization(s) Other Than The Name Insured, per list on file with the Insurance Company.

Professional Liability policy includes an automatic waiver of subrogation that provides this feature only when there is a written contract between the insured and certificate holder that requires it per Form #AE 00 H003 00 1020 - Design Professionals Liability Policy.

City of El Paso is included as Additional Insured for Business Liability (General Liability) where required by written contract.

Project:

Solicitation #2023-0241 On Call Professional Services Planning, Public Engagement, & Urban Design

ATTACHMENT “F”

ATTACHMENT “F”

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment “F”, the term “Contractor” shall refer to the “Consultant”, and the term “Airport Sponsor” shall refer to the “City”.

If there are any conflicts between the terms and conditions of Attachment “F” and Article VI of the Agreement, the terms and conditions of Attachment “F” will prevail.

A. GENERAL REQUIREMENT FOR CONTRACT

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,
2. Terminate the contract,
3. Seek suspension/debarment, or
4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

C. CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. **BREACH OF CONTRACT TERMS** (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at \$100,000.)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. **BUY AMERICAN PREFERENCES** (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:

- a. Only installing steel and manufactured products produced in the United States; or
- b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 2. To faithfully comply with providing US domestic products
 3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “facility”. The required documentation for a type 3 waiver is:

- a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c. Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.


Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

02/17/2023

Date



Signature

Asakura Robinson Company LLC

Company Name

President

Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

- a. Only installing steel and manufactured products produced in the United States, or;
- b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
- c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.


Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

02/17/2023

Date



Signature

Asakura Robinson Company LLC

Company Name

President

Title

4. **GENERAL CIVIL RIGHTS PROVISIONS (all contracts)**

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. **CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
 4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
 5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
 6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
6. **CLEAN AIR AND WATER POLLUTION CONTROL** (all contracts that exceed \$100,000)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

7. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (all contracts that exceed \$100,000)

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. **CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)** (all contracts that exceed \$25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. **DISADVANTAGED BUSINESS ENTERPRISES** (all AIP-funded projects)

Contract Assurance (49 CFR § 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (49 CFR §26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

10. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, 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 bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an 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.

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 than \$10,000 and not more than \$100,000 for each such failure.

12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. RIGHTS TO INVENTIONS (all AIP-funded projects)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

14. TERMINATION OF CONTRACT (contracts that exceed \$10,000)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. TRADE RESTRICTION CLAUSE (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16. TEXTING WHEN DRIVING (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

STATE OF TEXAS)
)
COUNTY OF EL PASO)

**ON-CALL
AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement is made this ____ day of _____, 2023 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and MEND COLLABORATIVE, INC., a Minnesota corporation registered to do business in Texas, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional Planning, Public Engagement, & Urban Design services on a task order basis through the use of task orders referencing this Agreement, the scope of which is further described in **Attachment “A”**; and

WHEREAS, the Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner’s selection procedure, in accordance with all applicable state and local laws and ordinances;

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

**ARTICLE I
ATTACHMENTS**

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment “A”	Scope of Services and Project Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate
Attachment “F”	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

**ARTICLE II
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project (“**Project**”) and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment “A”**.

2.2 For each Project, the Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this

Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

- 2.3 The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.
- 2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.
- 2.5 The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working days time period.

ARTICLE III CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **\$350,000.00** for all basic services and reimbursables performed pursuant to this Agreement.

No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **(\$50,000.00)**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed **\$50,000.00**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **\$50,000.00** must have prior approval by City Council through written amendment to this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged

for each Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B"**.

Payments to the Consultant shall be made pursuant to **Attachment "D"**.

3.2 CONSULTANT'S SERVICES. The Basic Services and Additional Services, if any, to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C"**.

3.3 CONSULTANT'S INVOICES. For each Project, the Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety (90) days of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible, but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 PROJECT CONSTRUCTION BUDGET. The Consultant acknowledges that the construction budget and a construction time for each Project will be identified in each Task Order.

3.5 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to

this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE.

Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS' COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

"The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured."

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

- a) **COMMERCIAL GENERAL LIABILITY**
 - \$1,000,000.00 Per Occurrence
 - \$2,000,000.00 General Aggregate
 - \$2,000,000.00 Products/Completed Operations Aggregate
 - \$1,000,000.00 Personal and Advertising Injury

Personal Injury or Death & Property Damage

\$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

General Aggregate

\$1,000,000.00
\$1,000,000.00 per occurrence

- b) **AUTOMOBILE LIABILITY**
Combined Single Limit
\$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Contract.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

Further, all policies shall provide either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the City or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Owner, and Owner's officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. The Consultant shall not be responsible for any acts of any of the City's Independent Project Managers.

To the extent allowed by state law, the Owner will be responsible for its own actions.

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

ARTICLE VI FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment "F".

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

During the performance of this contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “Consultant”) agrees as follows:

- (1) **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Consultant’s noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
 - b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the

interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is consistent with professional skill and care, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment “D”**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment “D”**.

7.2 OPINION OF PROBABLE COST. As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant’s final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant’s most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project’s scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

7.3 CONSULTANT’S QUALITY OF WORK. The Owner’s review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant’s services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the

Project and in accordance with the time periods established in **Attachment “D”** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner’s review, for the performance of the Owner’s consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the “Instruments of Service”) are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner shall have the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects shall not grant the Owner any right to rely upon the Consultant’s seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant’s records subject to audit shall include but not be limited to records which, in the Owner’s discretion, have a bearing on matters of interest to the Owner in connection with the Consultant’s work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner’s agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant’s compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant’s records have been generated from computerized data, Consultant agrees to provide Owner’s representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant’s records related to this Project, and shall be allowed to interview any of the Consultant’s employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times and places.

7.6 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.7 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

7.8 GOVERNING LAW. The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

7.9 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.10 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.11 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner:	The City of El Paso Attn: City Manager P.O. Box 1890 El Paso, Texas 79950-1890
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With a Copy to:	The City of El Paso Attn: City Engineer P.O. Box 1890 El Paso, Texas 79950-1890
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To the Consultant:	Mend Collaborative, Inc. Zakcq Lockrem 2640 Campden Drive Austin Texas 78745
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Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

7.12 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.13 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

7.14 TEXAS GOVERNMENT CODE. In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive


that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

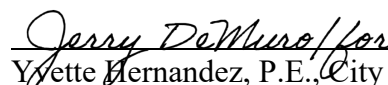
Tomás González
City Manager

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:

Assistant Director Capital Improvement


Yvette Hernandez, P.E., City Engineer
Capital Improvement Department

(Acknowledgment)

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this ____ day of _____, 2023,
by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures continue on following page)

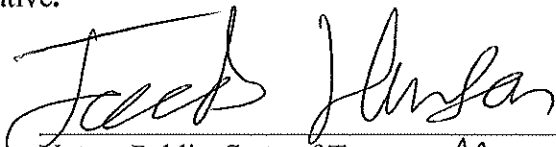
CONSULTANT:
MEND COLLABORATIVE


By: Zakcq Lockrem
Title: Partner

(Acknowledgment)

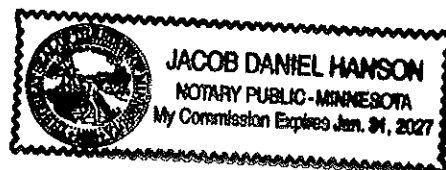
THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 17th day of Feb., 2023,
by Zakcq Lockrem, as Partner of Mend Collaborative.


Notary Public, State of ~~Texas~~ Minnesota

My commission expires:

01/31/2027



**ATTACHMENT “A”
SCOPE OF SERVICES**

Attachment A

Scope of Services

The contracts will be used for miscellaneous assignments on an on-call basis. Services to be included:

- Planning studies, including, but not limited to public infrastructure, small area and corridor plans
- Capital needs assessments and cost estimating
- Public facilitation and engagement
- Utilizing planning technology to develop platforms to further the City's Smart City objectives
- Acquisition and analysis of planning-related data
- Preparation of design standards and amendments to the City's municipal code
- Evaluation and revision of land use ordinances, as appropriate and development of additional land use ordinances as needed
- Performing market analyses
- Mobility Studies

Products required to include:

- Studies/Reports and research
- Site plans, specifications, estimates
- Zoning analyses
- Planning graphics and renderings
- Other analysis as requested

The following provides a general description of services, standards, and products required:

- Studies and Reports – Firms shall perform research, compile and analyze planning data, create databases and produce reports to include development standards, policies, sketches, renderings and cost estimates. Reports shall include description of policy alternatives considered, implementation costs, conclusions and recommendations.
- Public facilitation and engagement - Firms shall conduct innovative in person and virtual public meetings to engage with the public and stakeholders. Utilize effective engagement strategies to involve diverse stakeholders. Innovative facilitation and engagement are meetings which incorporate best practice and involve a combination of community collaboration, technology and/or interactive exercises that provide tangible and quantifiable feedback to the City. Furthermore, the firms shall incorporate engagement tools and marketing techniques and hold meetings in places and spaces that will increase meeting attendance. Lastly, the firms shall facilitate meetings in English and Spanish, as necessary to engage with diverse communities.
- Planning technology and data - When needed, the firms shall utilize available planning technology to illustrate complex planning concepts visually through different multimedia platforms. Furthermore, the firm shall procure data to support conclusions and policy recommendations.
- Text amendments to the City Code and Design Standards - The firms shall research innovative best practices and draft policies that promote quality of life, improve designs

consistent with the City's Strategic Plan, corridor plans and Smart City goals and objectives, and remove regulatory barriers to development.

- Full time project representative - The firms shall designate and assign a project representative, subject to the approval of the City, who will serve as the point of contact for the duration of the work or task being performed. The representative will be responsible for ensuring the quality of the work (including that of subconsultants) and for the project's delivery date being met.
- Review and create drawings, plans, documents and/or other deliverables as deemed necessary for the project scope.
- Meetings and conferences - Periodic meetings shall be held upon request by the City for discussion of questions and problems relating to the work being performed by the firms. The firms shall be required to attend and participate in all meetings/conferences pertinent to the work being performed to include support materials and graphics appropriate to each meeting.

ATTACHMENT “B”
CONSULTANT’S FEE PROPOSAL AND HOURLY RATES

2023 Rate Sheet						
Title	Base Rate	Overhead (%)	Overhead (\$)	Profit (%)	Profit (\$)	Total
Partner	\$103.31	120%	\$123.97	10%	\$22.73	\$250.01
Senior Planner/Designer	\$62.00	120%	\$74.40	10%	\$13.64	\$150.04
Planner/Designer	\$45.46	120%	\$54.55	10%	\$10.00	\$110.01
Intern	\$24.79	120%	\$29.75	10%	\$5.45	\$59.99

**ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES**

Each individual Task Order will identify the “**Project**”, and the Consultant shall provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.
2. The Consultant shall comply with the City of El Paso Engineering and Construction Management Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under the design phases of this Agreement.
3. The Consultant shall serve as the Owner’s professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.
4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with a project within the allocated budget. The Owner’s review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

REPORT PHASE

1. Upon receipt of the Owner’s written authorization to proceed with the **Report Phase**, the Consultant shall:
 - a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.
 - b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.
 - c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

- d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant’s recommendations.
 - e. As per Attachment “D”, furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.
- 2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
- 3. As identified in the Scope of Work in Attachment “A”, the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

PHASE I - PRELIMINARY DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the **Preliminary Design Phase**, the Consultant shall do the following separately for each construction contract:

- 1. Consult with the Owner to determine the Owner’s requirements for the Project.
- 2. Provide at the Consultant’s sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.
4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.
5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner’s representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.
6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.
8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.
9. As per **Attachment “D”**, furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

PHASE II - PRE-FINAL DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the Pre-Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant’s assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities. The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.
2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the “**Drawings**,” to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called “**Specifications**.” These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.
3. Advise the Owner of any adjustment to the Consultant’s previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant’s cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor’s method of pricing and that the Consultant’s opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.
4. Prepare proposal forms.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

5. As per **Attachment “D”**, furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

PHASE III - FINAL DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.
2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility Consultant comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.
3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.
4. **As per Attachment “D”**, furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.
5. **As per Attachment “D”**, furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.
6. Additional copies of the drawings and specifications beyond those identified in **Attachment “D”**, required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

BIDDING PHASE

Upon receipt of Owner’s written request, the Consultant shall provide any of the following services during the Bidding Phase:

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.
2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.
3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.
4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment “D”, deliver copies of all addenda to the Owner for appropriate action.
5. As identified in Attachment “A”, assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.
6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

CONSTRUCTION PHASE

At Owner’s request, the Consultant shall provide any of the following services associated with the Construction Phase:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner’s representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner’s standard general conditions for construction projects, with

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.

3. Unless otherwise stipulated in Attachment “A”, Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.
4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant’s efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor’s failure to perform the construction work in accordance with the construction contract documents.

Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.
6. Issue the Owner’s instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner’s approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner’s representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.

7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.
8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.
9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the construction contractor, a final inspection of the Project and prepare and publish a "punch list" of minor deficiencies to be corrected prior to final payment to the construction contractor. The **"punch list"** shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.
10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.
11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.
12. Furnish the Owner one set of reproducible (**D format**) "record" drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints,

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format.

13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.
14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner’s request, have recommendations implemented by the construction contractor.
15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.
17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.
19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.
20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.
21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.
22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.
23. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

construction contractor’s default under the construction contract due to delinquency or insolvency.

24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.
2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner’s scope or budget, except where the Consultant’s preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant’s final design cost opinions by **ten percent** or more.
3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.
4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.
5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

RESIDENT PROJECT SERVICES

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.
2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.
3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor’s failure to perform the construction work in accordance with the construction contract documents.

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Fixed fee Payment to Consultant

Report Phase	To be determined by Task Order
Preliminary Design Phase	To be determined by Task Order
Pre-Final Design Phase	To be determined by Task Order
Final Design Phase	To be determined by Task Order
Bidding Phase	To be determined by Task Order
Construction Phase	To be determined by Task Order

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant’s proposal found in **Attachment “B”**. The time shown in **Attachment “B”** is an estimate. Should the services rendered during the bidding and construction phases exceed the estimated amount, written authorization will be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions. For contracts with a total value less than Fifty Thousand and No/100 Dollars (\$50,000), the parties agree that at no time may the amount of the compensation under this contract exceed Fifty Thousand and No/100 Dollars (\$50,000) except by execution of an amendment to this Agreement.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and a Consulting Summary and Progress Report and the Owner’s written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/Consultant location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. ***Tips and alcohol are not reimbursable.***

No single invoice may include items for both August and September of any given year. The Owner’s fiscal year begins on September 1st of each year and ends on August 31st of each year. Consultant’s invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with Owner’s fiscal year.

ATTACHMENT “D” PAYMENT AND DELIVERABLE SCHEDULES

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the City. A log is preferred showing the date, person’s name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for “Pay for View” or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

REPORT PHASE

The services called for in the Report Phase of this Agreement shall be completed and **5 copies** of the Preliminary Study and Report shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE I—PRELIMINARY DESIGN PHASE

The services called for in **Phase I** of this Agreement shall be completed and **10 copies** of any required documents and opinion of probable construction costs shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five copies** of the resubmitted design documents.

PHASE II—PRE-FINAL DESIGN PHASE

The services called for in **Phase II** of this Agreement shall be completed and **10 copies** the required documents and services shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE III—FINAL DESIGN PHASE

The services called for in **Phase III** of this Agreement shall be completed and **10 copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **3 copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **10 copies** of the final design documents and specifications for bidding to the Owner within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment “C” and submit **1 copy** of all addenda to the Owner for appropriate action within **2 consecutive calendar days**.

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment “C” and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within sixty days from the date of substantial completion.

ATTACHMENT “E”
Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01-30-2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Liberty Mutual Insurance PO Box 188065 Fairfield OH 45018		CONTACT NAME: PHONE (A/C, No, Ext): 800-962-7132 FAX (A/C, No): 800-845-3666 E-MAIL ADDRESS: BusinessService@LibertyMutual.com	
INSURED Mend Collaborative Inc. 3400 Bryant Ave S Minneapolis MN 55408		INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 24082	

COVERAGES**CERTIFICATE NUMBER:** 0191304149**REVISION NUMBER:** 2016-03


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	BKS64957129	06-23-2022	06-23-2023	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000.00 MED EXP (Any one person) \$ 15,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$ 2,000,000.00 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BKS64957129	06-23-2022	06-23-2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance

CERTIFICATE HOLDER**CANCELLATION**

Mend Collaborative Inc. 3400 Bryant Ave S Minneapolis MN 55408	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  Curtis Luken
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ATTACHMENT “F”

ATTACHMENT “F”

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment “F”, the term “Contractor” shall refer to the “Consultant”, and the term “Airport Sponsor” shall refer to the “City”.

If there are any conflicts between the terms and conditions of Attachment “F” and Article VI of the Agreement, the terms and conditions of Attachment “F” will prevail.

A. GENERAL REQUIREMENT FOR CONTRACT

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,
2. Terminate the contract,
3. Seek suspension/debarment, or
4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

C. CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. **BREACH OF CONTRACT TERMS** (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at \$100,000.)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. **BUY AMERICAN PREFERENCES** (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:

- a. Only installing steel and manufactured products produced in the United States; or
- b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 2. To faithfully comply with providing US domestic products
 3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

- a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver - Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

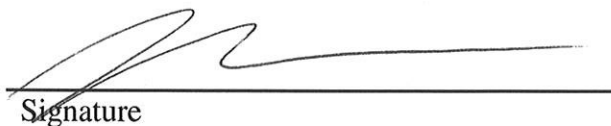
- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

2-17-23

Signature



Company Name

Mend Collaborative Inc

Title

Partner

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

- a. Only installing steel and manufactured products produced in the United States, or;
- b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
- c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.


Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

2-17-23

Date



Signature

Mend Collaborative Inc.

Company Name

Partner

Title

4. **GENERAL CIVIL RIGHTS PROVISIONS (all contracts)**

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. **CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
 4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
 5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
 6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
6. **CLEAN AIR AND WATER POLLUTION CONTROL** (all contracts that exceed \$100,000)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

7. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (all contracts that exceed \$100,000)

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. **CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)** (all contracts that exceed \$25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. **DISADVANTAGED BUSINESS ENTERPRISES** (all AIP-funded projects)

Contract Assurance (49 CFR § 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (49 CFR §26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

10. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, 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 bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an 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.

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 than \$10,000 and not more than \$100,000 for each such failure.

12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. RIGHTS TO INVENTIONS (all AIP-funded projects)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

14. TERMINATION OF CONTRACT (contracts that exceed \$10,000)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. TRADE RESTRICTION CLAUSE (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16. TEXTING WHEN DRIVING (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**ON-CALL
AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement is made this ____ day of _____, 2023 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and CALLISONRTKL INC., a Corporation registered to do business in Texas, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional Planning, Public Engagement, & Urban Design services on a task order basis through the use of task orders referencing this Agreement, the scope of which is further described in **Attachment “A”**; and

WHEREAS, the Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner’s selection procedure, in accordance with all applicable state and local laws and ordinances;

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

**ARTICLE I
ATTACHMENTS**

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment “A”	Scope of Services and Project Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate
Attachment “F”	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

**ARTICLE II
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project (“**Project**”) and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment “A”**.

2.2 For each Project, the Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this

Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

- 2.3** The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.
- 2.4** The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.
- 2.5** The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working days time period.

ARTICLE III CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **\$350,000.00** for all basic services and reimbursables performed pursuant to this Agreement.

No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **(\$50,000.00)**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed **\$50,000.00**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **\$50,000.00** must have prior approval by City Council through written amendment to this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged

for each Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B"**.

Payments to the Consultant shall be made pursuant to **Attachment "D"**.

3.2 CONSULTANT'S SERVICES. The Basic Services and Additional Services, if any, to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C"**.

3.3 CONSULTANT'S INVOICES. For each Project, the Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety (90) days of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible, but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 PROJECT CONSTRUCTION BUDGET. The Consultant acknowledges that the construction budget and a construction time for each Project will be identified in each Task Order.

3.5 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to

this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE.

Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS' COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

"The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured."

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

- a) **COMMERCIAL GENERAL LIABILITY**
 - \$1,000,000.00 Per Occurrence
 - \$2,000,000.00 General Aggregate
 - \$2,000,000.00 Products/Completed Operations Aggregate
 - \$1,000,000.00 Personal and Advertising Injury

Personal Injury or Death & Property Damage

\$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

General Aggregate

\$1,000,000.00
\$1,000,000.00 per occurrence

- b) **AUTOMOBILE LIABILITY**
Combined Single Limit
\$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Contract.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

Further, all policies shall provide either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the City or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Owner, and Owner's officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. The Consultant shall not be responsible for any acts of any of the City's Independent Project Managers.

To the extent allowed by state law, the Owner will be responsible for its own actions.

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

ARTICLE VI FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment "F".

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

During the performance of this contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “Consultant”) agrees as follows:

- (1) **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Consultant’s noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
 - b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the

interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is consistent with professional skill and care, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment “D”**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment “D”**.

7.2 OPINION OF PROBABLE COST. As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant’s final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant’s most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project’s scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

7.3 CONSULTANT’S QUALITY OF WORK. The Owner’s review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant’s services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the

Project and in accordance with the time periods established in **Attachment “D”** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner’s review, for the performance of the Owner’s consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the “Instruments of Service”) are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner shall have the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects shall not grant the Owner any right to rely upon the Consultant’s seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant’s records subject to audit shall include but not be limited to records which, in the Owner’s discretion, have a bearing on matters of interest to the Owner in connection with the Consultant’s work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner’s agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant’s compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant’s records have been generated from computerized data, Consultant agrees to provide Owner’s representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant’s records related to this Project, and shall be allowed to interview any of the Consultant’s employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times and places.

7.6 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

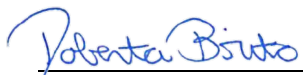
that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Tomás González
City Manager

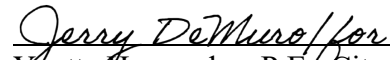
APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:

Assistant Director Capital Improvement



Yvette Hernandez, P.E., City Engineer
Capital Improvement Department

(Acknowledgment)

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this ____ day of _____, 2023,
by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures continue on following page)

CONSULTANT:
CALLISONRTKL INC.



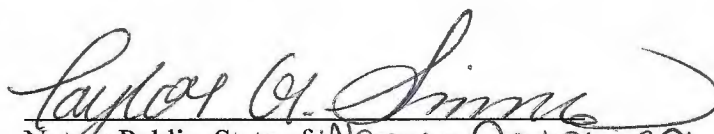
By: Craig Lewis____
Title: Principal

(Acknowledgment)

THE STATE OF North Carolina

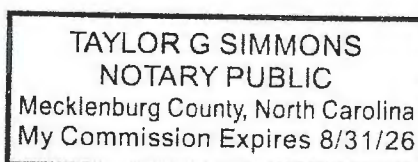
COUNTY OF Mecklenburg

This instrument was acknowledged before me on this 20th day of February
2023, by Craig Lewis, as a Principal of CallisonRKTL Inc.


Notary Public, State of North Carolina

My commission expires:

August 31, 2026



**ATTACHMENT “A”
SCOPE OF SERVICES**

Attachment A

Scope of Services

The contracts will be used for miscellaneous assignments on an on-call basis. Services to be included:

- Planning studies, including, but not limited to public infrastructure, small area and corridor plans
- Capital needs assessments and cost estimating
- Public facilitation and engagement
- Utilizing planning technology to develop platforms to further the City's Smart City objectives
- Acquisition and analysis of planning-related data
- Preparation of design standards and amendments to the City's municipal code
- Evaluation and revision of land use ordinances, as appropriate and development of additional land use ordinances as needed
- Performing market analyses
- Mobility Studies

Products required to include:

- Studies/Reports and research
- Site plans, specifications, estimates
- Zoning analyses
- Planning graphics and renderings
- Other analysis as requested

The following provides a general description of services, standards, and products required:

- Studies and Reports – Firms shall perform research, compile and analyze planning data, create databases and produce reports to include development standards, policies, sketches, renderings and cost estimates. Reports shall include description of policy alternatives considered, implementation costs, conclusions and recommendations.
- Public facilitation and engagement - Firms shall conduct innovative in person and virtual public meetings to engage with the public and stakeholders. Utilize effective engagement strategies to involve diverse stakeholders. Innovative facilitation and engagement are meetings which incorporate best practice and involve a combination of community collaboration, technology and/or interactive exercises that provide tangible and quantifiable feedback to the City. Furthermore, the firms shall incorporate engagement tools and marketing techniques and hold meetings in places and spaces that will increase meeting attendance. Lastly, the firms shall facilitate meetings in English and Spanish, as necessary to engage with diverse communities.
- Planning technology and data - When needed, the firms shall utilize available planning technology to illustrate complex planning concepts visually through different multimedia platforms. Furthermore, the firm shall procure data to support conclusions and policy recommendations.
- Text amendments to the City Code and Design Standards - The firms shall research innovative best practices and draft policies that promote quality of life, improve designs

consistent with the City's Strategic Plan, corridor plans and Smart City goals and objectives, and remove regulatory barriers to development.

- Full time project representative - The firms shall designate and assign a project representative, subject to the approval of the City, who will serve as the point of contact for the duration of the work or task being performed. The representative will be responsible for ensuring the quality of the work (including that of subconsultants) and for the project's delivery date being met.
- Review and create drawings, plans, documents and/or other deliverables as deemed necessary for the project scope.
- Meetings and conferences - Periodic meetings shall be held upon request by the City for discussion of questions and problems relating to the work being performed by the firms. The firms shall be required to attend and participate in all meetings/conferences pertinent to the work being performed to include support materials and graphics appropriate to each meeting.

ATTACHMENT “B”
CONSULTANT’S FEE PROPOSAL AND HOURLY RATES

ATTACHMENT A

Rate Schedule by Classification

CallisonRTKL Inc.

Effective January 2023

	Hourly Rate
Jr. Staff / Project Admin.	\$95.00
Designer	\$130.00
Senior Designer	\$155.00
Associate	\$185.00
Senior Associate	\$210.00
Associate Principal	\$245.00
Principal	\$300.00

The above rates may include temporary personnel hired by CallisonRTKL on a contractual as needed basis.

Rates Subject to Annual Adjustment

**ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES**

Each individual Task Order will identify the “**Project**”, and the Consultant shall provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.
2. The Consultant shall comply with the City of El Paso Engineering and Construction Management Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under the design phases of this Agreement.
3. The Consultant shall serve as the Owner’s professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.
4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with a project within the budget. The Owner’s review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

REPORT PHASE

1. Upon receipt of the Owner’s written authorization to proceed with the **Report Phase**, the Consultant shall:
 - a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.
 - b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.
 - c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

- d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant’s recommendations.
 - e. As per Attachment “D”, furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.
- 2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
- 3. As identified in the Scope of Work in Attachment “A”, the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

PHASE I - PRELIMINARY DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the **Preliminary Design Phase**, the Consultant shall do the following separately for each construction contract:

- 1. Consult with the Owner to determine the Owner’s requirements for the Project.
- 2. Provide at the Consultant’s sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.
4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.
5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner’s representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.
6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.
8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.
9. As per **Attachment “D”**, furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

PHASE II - PRE-FINAL DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the Pre-Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant’s assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities. The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.
2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the “**Drawings**,” to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called “**Specifications**.” These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.
3. Advise the Owner of any adjustment to the Consultant’s previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant’s cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor’s method of pricing and that the Consultant’s opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.
4. Prepare proposal forms.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

5. As per **Attachment “D”**, furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

PHASE III - FINAL DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.
2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility Consultant comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.
3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.
4. **As per Attachment “D”**, furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.
5. **As per Attachment “D”**, furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.
6. Additional copies of the drawings and specifications beyond those identified in **Attachment “D”**, required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

BIDDING PHASE

Upon receipt of Owner’s written request, the Consultant shall provide any of the following services during the Bidding Phase:

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.
2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.
3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.
4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment “D”, deliver copies of all addenda to the Owner for appropriate action.
5. As identified in Attachment “A”, assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.
6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

CONSTRUCTION PHASE

At Owner’s request, the Consultant shall provide any of the following services associated with the Construction Phase:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner’s representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner’s standard general conditions for construction projects, with

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.

3. Unless otherwise stipulated in Attachment “A”, Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.
4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant’s efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor’s failure to perform the construction work in accordance with the construction contract documents.

Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.
6. Issue the Owner’s instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner’s approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner’s representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.

7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.
8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.
9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the construction contractor, a final inspection of the Project and prepare and publish a "punch list" of minor deficiencies to be corrected prior to final payment to the construction contractor. The **"punch list"** shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.
10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.
11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.
12. Furnish the Owner one set of reproducible (**D format**) "record" drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints,

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format.

13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.
14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner’s request, have recommendations implemented by the construction contractor.
15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.
17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.
19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.
20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.
21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.
22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.
23. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

construction contractor’s default under the construction contract due to delinquency or insolvency.

24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.
2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner’s scope or budget, except where the Consultant’s preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant’s final design cost opinions by **ten percent** or more.
3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.
4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.
5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

RESIDENT PROJECT SERVICES

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.
2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.
3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor’s failure to perform the construction work in accordance with the construction contract documents.

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Fixed fee Payment to Consultant

Report Phase	To be determined by Task Order
Preliminary Design Phase	To be determined by Task Order
Pre-Final Design Phase	To be determined by Task Order
Final Design Phase	To be determined by Task Order
Bidding Phase	To be determined by Task Order
Construction Phase	To be determined by Task Order

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant’s proposal found in **Attachment “B”**. The time shown in **Attachment “B”** is an estimate. Should the services rendered during the bidding and construction phases exceed the estimated amount, written authorization will be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions. For contracts with a total value less than Fifty Thousand and No/100 Dollars (\$50,000), the parties agree that at no time may the amount of the compensation under this contract exceed Fifty Thousand and No/100 Dollars (\$50,000) except by execution of an amendment to this Agreement.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and a Consulting Summary and Progress Report and the Owner’s written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/Consultant location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. *Tips and alcohol are not reimbursable.*

No single invoice may include items for both August and September of any given year. The Owner’s fiscal year begins on September 1st of each year and ends on August 31st of each year. Consultant’s invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with Owner’s fiscal year.

ATTACHMENT “D” PAYMENT AND DELIVERABLE SCHEDULES

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the City. A log is preferred showing the date, person’s name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for “Pay for View” or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

REPORT PHASE

The services called for in the Report Phase of this Agreement shall be completed and **5 copies** of the Preliminary Study and Report shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE I—PRELIMINARY DESIGN PHASE

The services called for in **Phase I** of this Agreement shall be completed and **10 copies** of any required documents and opinion of probable construction costs shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five copies** of the resubmitted design documents.

PHASE II—PRE-FINAL DESIGN PHASE

The services called for in **Phase II** of this Agreement shall be completed and **10 copies** the required documents and services shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE III—FINAL DESIGN PHASE

The services called for in **Phase III** of this Agreement shall be completed and **10 copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **3 copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **10 copies** of the final design documents and specifications for bidding to the Owner within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment “C” and submit **1 copy** of all addenda to the Owner for appropriate action within **2 consecutive calendar days**.

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment “C” and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within sixty days from the date of substantial completion.

ATTACHMENT “E”
Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/23/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Aon Risk Services South, Inc. Franklin TN Office 501 Corporate Centre Drive Suite 300 Franklin TN 37067 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105 E-MAIL ADDRESS:														
INSURED CallisonRTKL Inc. 1717 Pacific Avenue Dallas TX 75201 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Hartford Fire Insurance Co.</td><td>19682</td></tr><tr><td>INSURER B: Hartford Accident & Indemnity Company</td><td>22357</td></tr><tr><td>INSURER C: Twin City Fire Insurance Company</td><td>29459</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Fire Insurance Co.	19682	INSURER B: Hartford Accident & Indemnity Company	22357	INSURER C: Twin City Fire Insurance Company	29459	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: Twin City Fire Insurance Company	29459														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 570097511094 **REVISION NUMBER:**

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

Limits shown as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y		20ECSOL5318 General Liability SIR applies per policy terms & conditions	10/01/2022	10/01/2023	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		20 UEN OL5319 Auto (AOS)	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB EXCESS LIAB DED RETENTION						EACH OCCURRENCE	
							AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	20WNOL5323 AOS 20WBROL5321 MA, WI	10/01/2022	10/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
C					10/01/2022	10/01/2023	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Solicitation #2023-0241 On Call Professional Services Planning, Public Engagement & Urban Design. The City of El Paso, TX is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies.

CERTIFICATE HOLDER

CANCELLATION

City of El Paso Purchasing & Strategic Sourcing Department 300 N. Campbell, 1st Floor El Paso TX 79901 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services South Inc.</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/23/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Aon Risk Services South, Inc. Franklin TN Office 501 Corporate Centre Drive Suite 300 Franklin TN 37067 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105 E-MAIL ADDRESS:														
INSURED CallisonRTKL Inc. 1717 Pacific Avenue Dallas TX 75201 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Hartford Fire Insurance Co.</td><td>19682</td></tr><tr><td>INSURER B: Hartford Accident & Indemnity Company</td><td>22357</td></tr><tr><td>INSURER C: Twin City Fire Insurance Company</td><td>29459</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Fire Insurance Co.	19682	INSURER B: Hartford Accident & Indemnity Company	22357	INSURER C: Twin City Fire Insurance Company	29459	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 570097511094 **REVISION NUMBER:**

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

Limits shown as requested

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y		20ECSOL5318 General Liability SIR applies per policy terms & conditions	10/01/2022	10/01/2023	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		20 UEN OL5319 Auto (AOS)	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB EXCESS LIAB DED RETENTION						EACH OCCURRENCE	
							AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	20WNOL5323 AOS 20WBROL5321 MA, WI	10/01/2022	10/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
C					10/01/2022	10/01/2023	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Solicitation #2023-0241 On Call Professional Services Planning, Public Engagement & Urban Design. The City of El Paso, TX is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies.

CERTIFICATE HOLDER

City of El Paso
Purchasing & Strategic Sourcing
Department
300 N. Campbell, 1st Floor
El Paso TX 79901 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services South Inc.

Holder Identifier : ABJ

570097511094

Certificate No :



ATTACHMENT “F”

ATTACHMENT “F”

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment “F”, the term “Contractor” shall refer to the “Consultant”, and the term “Airport Sponsor” shall refer to the “City”.

If there are any conflicts between the terms and conditions of Attachment “F” and Article VI of the Agreement, the terms and conditions of Attachment “F” will prevail.

A. GENERAL REQUIREMENT FOR CONTRACT

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,
2. Terminate the contract,
3. Seek suspension/debarment, or
4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

C. CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. **BREACH OF CONTRACT TERMS** (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at \$100,000.)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. **BUY AMERICAN PREFERENCES** (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:

- a. Only installing steel and manufactured products produced in the United States; or
- b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 2. To faithfully comply with providing US domestic products
 3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “facility”. The required documentation for a type 3 waiver is:

- a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c. Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

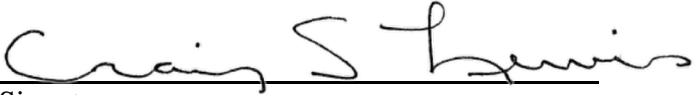
Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

2/20/23

Date



Signature

CallisonRTKL Inc.

Company Name

Principal

Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a. Only installing steel and manufactured products produced in the United States, or;
 - b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 - 2. To faithfully comply with providing US domestic product
 - 3. To furnish US domestic product for any waiver request that the FAA rejects
 - 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- 1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 - 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “item”. The required documentation for a type 3 waiver is:

- a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c. Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

4. **GENERAL CIVIL RIGHTS PROVISIONS (all contracts)**

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. **CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
 4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
 5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
 6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
6. **CLEAN AIR AND WATER POLLUTION CONTROL** (all contracts that exceed \$100,000)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

7. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (all contracts that exceed \$100,000)

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. **CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)** (all contracts that exceed \$25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. **DISADVANTAGED BUSINESS ENTERPRISES** (all AIP-funded projects)

Contract Assurance (49 CFR § 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (49 CFR §26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

10. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, 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 bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an 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.

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 than \$10,000 and not more than \$100,000 for each such failure.

12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. RIGHTS TO INVENTIONS (all AIP-funded projects)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

14. TERMINATION OF CONTRACT (contracts that exceed \$10,000)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. TRADE RESTRICTION CLAUSE (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16. TEXTING WHEN DRIVING (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**ON-CALL
AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement is made this ____ day of _____, 2023 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and **KIMLEY-HORN AND ASSOCIATES, INC.**, a North Carolina corporation registered to do business in Texas., hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional Planning, Public Engagement, & Urban Design services on a task order basis through the use of task orders referencing this Agreement, the scope of which is further described in **Attachment “A”**; and

WHEREAS, the Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner’s selection procedure, in accordance with all applicable state and local laws and ordinances;

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

**ARTICLE I
ATTACHMENTS**

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment “A”	Scope of Services and Project Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate
Attachment “F”	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

**ARTICLE II
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project (“**Project**”) and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment “A”**.

- 2.2 For each Project, the Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.
- 2.3 The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.
- 2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.
- 2.5 The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working days time period.

ARTICLE III CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **\$350,000.00** for all basic services and reimbursables performed pursuant to this Agreement.

No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **(\$50,000.00)**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed **\$50,000.00**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **\$50,000.00** must have prior approval by City Council through written amendment to this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for each Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B"**.

Payments to the Consultant shall be made pursuant to **Attachment "D"**.

3.2 CONSULTANT'S SERVICES. The Basic Services and Additional Services, if any, to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C"**.

3.3 CONSULTANT'S INVOICES. For each Project, the Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety (90) days of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible, but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 PROJECT CONSTRUCTION BUDGET. The Consultant acknowledges that the construction budget and a construction time for each Project will be identified in each Task Order.

3.5 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to

this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE.

Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS' COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

"The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured."

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

- a) **COMMERCIAL GENERAL LIABILITY**
 - \$1,000,000.00 Per Occurrence
 - \$2,000,000.00 General Aggregate
 - \$2,000,000.00 Products/Completed Operations Aggregate
 - \$1,000,000.00 Personal and Advertising Injury
- Personal Injury or Death & Property Damage**
 - \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

General Aggregate

\$1,000,000.00
\$1,000,000.00 per occurrence

- b) **AUTOMOBILE LIABILITY**
Combined Single Limit
\$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Contract.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

Further, all policies shall provide either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the City or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Owner, and Owner's officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. The Consultant shall not be responsible for any acts of any of the City's Independent Project Managers.

To the extent allowed by state law, the Owner will be responsible for its own actions.

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

ARTICLE VI FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment "F".

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

During the performance of this contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

- (1) **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
 - b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the

interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is consistent with professional skill and care, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment "D"**.

7.2 OPINION OF PROBABLE COST. As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant's final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant's most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project's scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

7.3 CONSULTANT'S QUALITY OF WORK. The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the

Project and in accordance with the time periods established in **Attachment “D”** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner’s review, for the performance of the Owner’s consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the “Instruments of Service”) are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner shall have the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects shall not grant the Owner any right to rely upon the Consultant’s seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant’s records subject to audit shall include but not be limited to records which, in the Owner’s discretion, have a bearing on matters of interest to the Owner in connection with the Consultant’s work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner’s agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant’s compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant’s records have been generated from computerized data, Consultant agrees to provide Owner’s representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant’s records related to this Project, and shall be allowed to interview any of the Consultant’s employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times and places.

7.6 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.7 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

7.8 GOVERNING LAW. The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

7.9 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.10 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.11 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner: The City of El Paso
 Attn: City Manager
 P.O. Box 1890
 El Paso, Texas 79950-1890

With a Copy to: The City of El Paso
 Attn: City Engineer
 P.O. Box 1890
 El Paso, Texas 79950-1890

To the Consultant: Kimley-Horn & Associates
 Attn:
 13455 Noel Rd Two Galleria Office Tower, Suite 700
 Dallas, TX 75240

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

7.12 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.13 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

7.14 TEXAS GOVERNMENT CODE. In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive

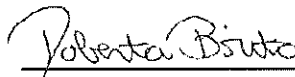
that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:


Tomás González
City Manager

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:

Assistant Director Capital Improvement


Yvette Hernandez, P.E., City Engineer
Capital Improvement Department

(Acknowledgment)

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2023,
by **Tomás González, as City Manager of the City of El Paso, Texas.**

Notary Public, State of Texas

My commission expires:

(Signatures continue on following page)

CONSULTANT:
KIMLEY-HORN AND ASSOCIATES, INC.

[Signature]

By: DOUBLAS ARNOLD
Title: CONTRACT SPECIALIST

(Acknowledgment)

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

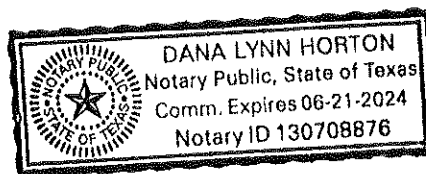
This instrument was acknowledged before me on this 22ND day of February, 2023,
by , as of Kimley-Horn and Associates, Inc.

[Signature]

Notary Public, State of Texas

My commission expires:

06-21-2024



ATTACHMENT "A"
SCOPE OF SERVICES

Attachment A

Scope of Services

The contracts will be used for miscellaneous assignments on an on-call basis. Services to be included:

- Planning studies, including, but not limited to public infrastructure, small area and corridor plans
- Capital needs assessments and cost estimating
- Public facilitation and engagement
- Utilizing planning technology to develop platforms to further the City's Smart City objectives
- Acquisition and analysis of planning-related data
- Preparation of design standards and amendments to the City's municipal code
- Evaluation and revision of land use ordinances, as appropriate and development of additional land use ordinances as needed
- Performing market analyses
- Mobility Studies

Products required to include:

- Studies/Reports and research
- Site plans, specifications, estimates
- Zoning analyses
- Planning graphics and renderings
- Other analysis as requested

The following provides a general description of services, standards, and products required:

- Studies and Reports – Firms shall perform research, compile and analyze planning data, create databases and produce reports to include development standards, policies, sketches, renderings and cost estimates. Reports shall include description of policy alternatives considered, implementation costs, conclusions and recommendations.
- Public facilitation and engagement - Firms shall conduct innovative in person and virtual public meetings to engage with the public and stakeholders. Utilize effective engagement strategies to involve diverse stakeholders. Innovative facilitation and engagement are meetings which incorporate best practice and involve a combination of community collaboration, technology and/or interactive exercises that provide tangible and quantifiable feedback to the City. Furthermore, the firms shall incorporate engagement tools and marketing techniques and hold meetings in places and spaces that will increase meeting attendance. Lastly, the firms shall facilitate meetings in English and Spanish, as necessary to engage with diverse communities.
- Planning technology and data - When needed, the firms shall utilize available planning technology to illustrate complex planning concepts visually through different multimedia platforms. Furthermore, the firm shall procure data to support conclusions and policy recommendations.
- Text amendments to the City Code and Design Standards - The firms shall research innovative best practices and draft policies that promote quality of life, improve designs

consistent with the City's Strategic Plan, corridor plans and Smart City goals and objectives, and remove regulatory barriers to development.

- Full time project representative - The firms shall designate and assign a project representative, subject to the approval of the City, who will serve as the point of contact for the duration of the work or task being performed. The representative will be responsible for ensuring the quality of the work (including that of subconsultants) and for the project's delivery date being met.
- Review and create drawings, plans, documents and/or other deliverables as deemed necessary for the project scope.
- Meetings and conferences - Periodic meetings shall be held upon request by the City for discussion of questions and problems relating to the work being performed by the firms. The firms shall be required to attend and participate in all meetings/conferences pertinent to the work being performed to include support materials and graphics appropriate to each meeting.

ATTACHMENT “B”
CONSULTANT’S FEE PROPOSAL AND HOURLY RATES



Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	Rate
Analyst	\$150 - \$230
Professional	\$200 - \$275
Senior Professional I	\$240 - \$330
Senior Professional II	\$295 - \$350
Senior Technical Support	\$150 - \$260
Support Staff	\$105 - \$135
Technical Support	\$95 - \$140

Effective through June 30, 2023

Subject to adjustment thereafter

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

Each individual Task Order will identify the "**Project**", and the Consultant shall provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.
2. The Consultant shall comply with the City of El Paso Engineering and Construction Management Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under the design phases of this Agreement.
3. The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.
4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with a project within the allocated budget. The Owner's review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

REPORT PHASE

1. Upon receipt of the Owner's written authorization to proceed with the **Report Phase**, the Consultant shall:
 - a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.
 - b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.
 - c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

- d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant's recommendations.
 - e. As per Attachment "D", furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.
- 2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
 - 3. As identified in the Scope of Work in Attachment "A", the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

PHASE I - PRELIMINARY DESIGN PHASE

Upon receipt of the Owner's written authorization to proceed with the **Preliminary Design Phase**, the Consultant shall do the following separately for each construction contract:

- 1. Consult with the Owner to determine the Owner's requirements for the Project.
- 2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.
4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.
5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.
6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.
8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.
9. As per **Attachment "D"**, furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

PHASE II - PRE-FINAL DESIGN PHASE

Upon receipt of the Owner's written authorization to proceed with the Pre-Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant's assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities. The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.
2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the "**Drawings**," to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called "**Specifications**." These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.
3. Advise the Owner of any adjustment to the Consultant's previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant's cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor's method of pricing and that the Consultant's opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.
4. Prepare proposal forms.

**ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES**

5. As per **Attachment “D”**, furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

PHASE III - FINAL DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.
2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility Consultant comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.
3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.
4. As per **Attachment “D”**, furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.
5. As per **Attachment “D”**, furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.
6. Additional copies of the drawings and specifications beyond those identified in **Attachment “D”**, required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

BIDDING PHASE

Upon receipt of Owner's written request, the Consultant shall provide any of the following services during the Bidding Phase:

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.
2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.
3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.
4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment "D", deliver copies of all addenda to the Owner for appropriate action.
5. As identified in Attachment "A", assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.
6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

CONSTRUCTION PHASE

At Owner's request, the Consultant shall provide any of the following services associated with the Construction Phase:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner's representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner's standard general conditions for construction projects, with

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.

3. Unless otherwise stipulated in Attachment "A", Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.
4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant's efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.
6. Issue the Owner's instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner's approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner's representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.

7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.
8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.
9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the construction contractor, a final inspection of the Project and prepare and publish a "punch list" of minor deficiencies to be corrected prior to final payment to the construction contractor. The **"punch list"** shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.
10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.
11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.
12. Furnish the Owner one set of reproducible (**D format**) "record" drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints,

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format.

13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.
14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner's request, have recommendations implemented by the construction contractor.
15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.
17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.
19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.
20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.
21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.
22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.
23. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

construction contractor's default under the construction contract due to delinquency or insolvency.

24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.
2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner's scope or budget, except where the Consultant's preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant's final design cost opinions by **ten percent** or more.
3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.
4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.
5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

RESIDENT PROJECT SERVICES

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.
2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.
3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Fixed fee Payment to Consultant

Report Phase	To be determined by Task Order
Preliminary Design Phase	To be determined by Task Order
Pre-Final Design Phase	To be determined by Task Order
Final Design Phase	To be determined by Task Order
Bidding Phase	To be determined by Task Order
Construction Phase	To be determined by Task Order

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant's proposal found in **Attachment "B"**. The time shown in **Attachment "B"** is an estimate. Should the services rendered during the bidding and construction phases exceed the estimated amount, written authorization will be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions. For contracts with a total value less than Fifty Thousand and No/100 Dollars (\$50,000), the parties agree that at no time may the amount of the compensation under this contract exceed Fifty Thousand and No/100 Dollars (\$50,000) except by execution of an amendment to this Agreement.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant's detailed Invoice and a Consulting Summary and Progress Report and the Owner's written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/Consultant location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. ***Tips and alcohol are not reimbursable.***

No single invoice may include items for both August and September of any given year. The Owner's fiscal year begins on September 1st of each year and ends on August 31st of each year. Consultant's invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with Owner's fiscal year.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the City. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

REPORT PHASE

The services called for in the Report Phase of this Agreement shall be completed and **5 copies** of the Preliminary Study and Report shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE I—PRELIMINARY DESIGN PHASE

The services called for in **Phase I** of this Agreement shall be completed and **10 copies** of any required documents and opinion of probable construction costs shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five copies** of the resubmitted design documents.

PHASE II—PRE-FINAL DESIGN PHASE

The services called for in **Phase II** of this Agreement shall be completed and **10 copies** the required documents and services shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE III—FINAL DESIGN PHASE

The services called for in **Phase III** of this Agreement shall be completed and **10 copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **3 copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **10 copies** of the final design documents and specifications for bidding to the Owner within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment "C" and submit **1 copy** of all addenda to the Owner for appropriate action within **2 consecutive calendar days**.

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment "C" and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within sixty days from the date of substantial completion.

ATTACHMENT “E”
Insurance

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Jerry Noyola		
	PHONE (A/C, No, Ext): 770-220-7699	FAX (A/C, No):	
	E-MAIL ADDRESS: jerry.noyola@greyling.com		
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : National Union Fire Ins. Co.		19445
	INSURER B : Allied World Assurance Company (U.S.)		19489
	INSURER C : New Hampshire Ins. Co.		23841
	INSURER D : Lloyds of London		085202
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 22-23

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL5268169	04/01/2022	04/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA4489663	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			03127930	04/01/2022	04/01/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC015893685 (AOS) WC015893686 (CA)	04/01/2022 04/01/2022	04/01/2023 04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE - EA EMPLOYEE \$1,000,000 E.I. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab			B0146LDUSA2204949	04/01/2022	04/01/2023	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: All Projects. The City of El Paso & EPWater are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

CERTIFICATE HOLDER

CANCELLATION

El Paso Water Utilities Public Service Board
(EPWater)
P.O. Box 511
El Paso, TX 79961-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Jerry Noyola		
	PHONE (A/C, No, Ext): 770-220-7699	FAX (A/C, No):	
	E-MAIL ADDRESS: jerry.noyola@greyling.com		
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : National Union Fire Ins. Co.		19445
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COVERAGES

CERTIFICATE NUMBER: 22-23

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		GL5268169	04/01/2022	04/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CA4489663	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		03127930	04/01/2022	04/01/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC015893685 (AOS) WC015893686 (CA)	04/01/2022 04/01/2022	04/01/2023 04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab		B0146LDUSA2204949	04/01/2022	04/01/2023	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: All Projects. The City of El Paso & EPWater are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

Waiver of Subrogation is applicable where required by written contract & allowed by law.

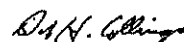
CERTIFICATE HOLDER

CANCELLATION

El Paso Water Utilities Public Service Board
(EPWater)
P.O. Box 511
El Paso, TX 79961-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ATTACHMENT “F”

ATTACHMENT "F"

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment "F", the term "Contractor" shall refer to the "Consultant", and the term "Airport Sponsor" shall refer to the "City".

If there are any conflicts between the terms and conditions of Attachment "F" and Article VI of the Agreement, the terms and conditions of Attachment "F" will prevail.

A. GENERAL REQUIREMENT FOR CONTRACT

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,
2. Terminate the contract,
3. Seek suspension/debarment, or
4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

C. CONTRACT PROVISIONS

1. **ACCESS TO RECORDS AND REPORTS** (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. **BREACH OF CONTRACT TERMS** (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at \$100,000.)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. **BUY AMERICAN PREFERENCES** (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:

- a. Only installing steel and manufactured products produced in the United States; or
- b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic products
3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

- a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

2/22/2023
Date


Signature

KIMLEY-HORN AND ASSOCIATES, INC
Company Name

CONTRACT SPECIALIST
Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a. Only installing steel and manufactured products produced in the United States, or;
 - b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 2. To faithfully comply with providing US domestic product
 3. To furnish US domestic product for any waiver request that the FAA rejects
 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:


- a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver - Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

2/23/2023
Date


Signature

KIMMY-HUNN AND ASSOCIATES, INC
Company Name

CONTRACT SPECIALIST
Title

4. **GENERAL CIVIL RIGHTS PROVISIONS (all contracts)**

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. **CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
 4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
 5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
 6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
6. **CLEAN AIR AND WATER POLLUTION CONTROL** (all contracts that exceed \$100,000)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

7. **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS** (all contracts that exceed \$100,000)

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. **CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)** (all contracts that exceed \$25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. **DISADVANTAGED BUSINESS ENTERPRISES** (all AIP-funded projects)

Contract Assurance (49 CFR § 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (49 CFR §26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

10. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, 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 bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an 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.

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 than \$10,000 and not more than \$100,000 for each such failure.

12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. RIGHTS TO INVENTIONS (all AIP-funded projects)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

14. TERMINATION OF CONTRACT (contracts that exceed \$10,000)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. TRADE RESTRICTION CLAUSE (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16. TEXTING WHEN DRIVING (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**ON-CALL
AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement is made this ____ day of _____, 2023 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the **“Owner”**, and ABLE CITY, LLC, a Texas limited liability corporation, hereinafter referred to as the **“Consultant”**.

WHEREAS, the Owner intends to engage the Consultant to perform professional Planning, Public Engagement, & Urban Design services on a task order basis through the use of task orders referencing this Agreement, the scope of which is further described in **Attachment “A”**; and

WHEREAS, the Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner’s selection procedure, in accordance with all applicable state and local laws and ordinances;

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

**ARTICLE I
ATTACHMENTS**

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment “A”	Scope of Services and Project Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate
Attachment “F”	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

**ARTICLE II
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project (**“Project”**) and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment “A”**.

2.2 For each Project, the Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this

Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

- 2.3 The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.
- 2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.
- 2.5 The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working days time period.

ARTICLE III CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **\$350,000.00** for all basic services and reimbursables performed pursuant to this Agreement.

No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **(\$50,000.00)**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed **\$50,000.00**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **\$50,000.00** must have prior approval by City Council through written amendment to this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged

for each Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B"**.

Payments to the Consultant shall be made pursuant to **Attachment "D"**.

3.2 CONSULTANT'S SERVICES. The Basic Services and Additional Services, if any, to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C"**.

3.3 CONSULTANT'S INVOICES. For each Project, the Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety (90) days of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible, but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 PROJECT CONSTRUCTION BUDGET. The Consultant acknowledges that the construction budget and a construction time for each Project will be identified in each Task Order.

3.5 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to

this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE.

Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS' COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

"The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured."

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

- a) **COMMERCIAL GENERAL LIABILITY**
 - \$1,000,000.00 Per Occurrence
 - \$2,000,000.00 General Aggregate
 - \$2,000,000.00 Products/Completed Operations Aggregate
 - \$1,000,000.00 Personal and Advertising Injury

Personal Injury or Death & Property Damage

\$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

General Aggregate

\$1,000,000.00
\$1,000,000.00 per occurrence

- b) **AUTOMOBILE LIABILITY**
Combined Single Limit
\$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Contract.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

Further, all policies shall provide either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the City or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Owner, and Owner's officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. The Consultant shall not be responsible for any acts of any of the City's Independent Project Managers.

To the extent allowed by state law, the Owner will be responsible for its own actions.

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

ARTICLE VI FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment "F".

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

During the performance of this contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “Consultant”) agrees as follows:

- (1) **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Consultant’s noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
 - b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the

interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is consistent with professional skill and care, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment “D”**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment “D”**.

7.2 OPINION OF PROBABLE COST. As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant’s final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant’s most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project’s scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

7.3 CONSULTANT’S QUALITY OF WORK. The Owner’s review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant’s services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the

Project and in accordance with the time periods established in **Attachment “D”** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner’s review, for the performance of the Owner’s consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the “Instruments of Service”) are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner shall have the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects shall not grant the Owner any right to rely upon the Consultant’s seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant’s records subject to audit shall include but not be limited to records which, in the Owner’s discretion, have a bearing on matters of interest to the Owner in connection with the Consultant’s work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner’s agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant’s compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant’s records have been generated from computerized data, Consultant agrees to provide Owner’s representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant’s records related to this Project, and shall be allowed to interview any of the Consultant’s employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times and places.

7.6 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.7 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

7.8 GOVERNING LAW. The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

7.9 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.10 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.11 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner:	The City of El Paso Attn: City Manager P.O. Box 1890 El Paso, Texas 79950-1890
With a Copy to:	The City of El Paso Attn: City Engineer P.O. Box 1890 El Paso, Texas 79950-1890
To the Consultant:	Able City LLC Attn: Mario Pena 110 Broadway Street, Suite 250 San Antonio, TX 78205

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

7.12 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.13 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

7.14 TEXAS GOVERNMENT CODE. In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive

that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Tomás González
City Manager

APPROVED AS TO FORM:

Roberta Brito
Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:

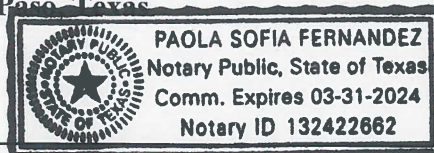
Assistant Director Capital Improvement

Jerry DeMuro/for
Vette Hernandez, P.E., City Engineer
Capital Improvement Department

(Acknowledgment)

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 23 day of FEBRUARY, 2023,
by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**



Notary Public, State of Texas

My commission expires:

03/31/2024

(Signatures continue on following page)

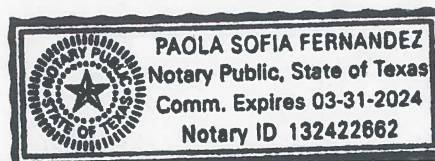
CONSULTANT:
ABLE CITY LLC



By: Mario Pena
Title: Principal/Partner

(Acknowledgment)

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 23 day of FEBRUARY, 2023,
by Mario Pena, as Principal/Partner of Able City LLC.





Notary Public, State of Texas

My commission expires:

03/31/2024

**ATTACHMENT “A”
SCOPE OF SERVICES**

Attachment A

Scope of Services

The contracts will be used for miscellaneous assignments on an on-call basis. Services to be included:

- Planning studies, including, but not limited to public infrastructure, small area and corridor plans
- Capital needs assessments and cost estimating
- Public facilitation and engagement
- Utilizing planning technology to develop platforms to further the City's Smart City objectives
- Acquisition and analysis of planning-related data
- Preparation of design standards and amendments to the City's municipal code
- Evaluation and revision of land use ordinances, as appropriate and development of additional land use ordinances as needed
- Performing market analyses
- Mobility Studies

Products required to include:

- Studies/Reports and research
- Site plans, specifications, estimates
- Zoning analyses
- Planning graphics and renderings
- Other analysis as requested

The following provides a general description of services, standards, and products required:

- Studies and Reports – Firms shall perform research, compile and analyze planning data, create databases and produce reports to include development standards, policies, sketches, renderings and cost estimates. Reports shall include description of policy alternatives considered, implementation costs, conclusions and recommendations.
- Public facilitation and engagement - Firms shall conduct innovative in person and virtual public meetings to engage with the public and stakeholders. Utilize effective engagement strategies to involve diverse stakeholders. Innovative facilitation and engagement are meetings which incorporate best practice and involve a combination of community collaboration, technology and/or interactive exercises that provide tangible and quantifiable feedback to the City. Furthermore, the firms shall incorporate engagement tools and marketing techniques and hold meetings in places and spaces that will increase meeting attendance. Lastly, the firms shall facilitate meetings in English and Spanish, as necessary to engage with diverse communities.
- Planning technology and data - When needed, the firms shall utilize available planning technology to illustrate complex planning concepts visually through different multimedia platforms. Furthermore, the firm shall procure data to support conclusions and policy recommendations.
- Text amendments to the City Code and Design Standards - The firms shall research innovative best practices and draft policies that promote quality of life, improve designs

consistent with the City's Strategic Plan, corridor plans and Smart City goals and objectives, and remove regulatory barriers to development.

- Full time project representative - The firms shall designate and assign a project representative, subject to the approval of the City, who will serve as the point of contact for the duration of the work or task being performed. The representative will be responsible for ensuring the quality of the work (including that of subconsultants) and for the project's delivery date being met.
- Review and create drawings, plans, documents and/or other deliverables as deemed necessary for the project scope.
- Meetings and conferences - Periodic meetings shall be held upon request by the City for discussion of questions and problems relating to the work being performed by the firms. The firms shall be required to attend and participate in all meetings/conferences pertinent to the work being performed to include support materials and graphics appropriate to each meeting.

ATTACHMENT “B”
CONSULTANT’S FEE PROPOSAL AND HOURLY RATES

Able Billing Rates and Itemization									
		a		b		c	d	e	f
		Salary per Hour		Fringe & OH % Rate		Fringe & OH qty	Profit %Rate	Profit qty	BILLING RATE
Principal Planner/Partner	Mario A. Pena , AIA, AICP	\$80.43	X	100.20%	=	\$80.59	12.00%	\$19.32	\$180.34
Project Captain	Victor Montes	\$39.17	X	175.18%	=	\$68.62	12.00%	\$4.70	\$112.49
Project Captain	Seema Kairam, RA	\$44.92	X	158.04%	=	\$70.99	12.00%	\$5.39	\$121.30
Economic Development Lead	Viviana Frank , FAIA	\$74.42	X	115.72%	=	\$86.12	12.00%	\$8.93	\$169.47
Code Compliance Lead	Ricardo Solis, AIA	\$53.28	X	139.62%	=	\$74.39	12.00%	\$6.39	\$134.06
Active Transportation Lead	Frank Rotnofsky, AIA	\$74.42	X	115.72%	=	\$86.12	12.00%	\$8.93	\$169.47
Design Lead	Juan Garza	\$39.17	X	172.58%	=	\$67.60	12.00%	\$4.70	\$111.47
Design Staff	Gabriel De Leon	\$28.73	X	221.18%	=	\$63.55	12.00%	\$3.45	\$95.72
Design Staff	Paola Fernandez	\$36.56	X	186.11%	=	\$68.04	12.00%	\$4.39	\$108.99
Community Engagement Lead	Leslie Aboumrad	\$37.61	X	179.75%	=	\$67.60	12.00%	\$4.51	\$109.73
Communications Lead	Elizabeth O'toole	\$30.00	X	220.00%	=	\$66.00	12.00%	\$3.60	\$99.60
Design Staff	Laura Garcia	\$27.42	X	230.01%	=	\$63.07	12.00%	\$3.29	\$93.78
Project Manager	Edna Zepeda	\$37.35	X	183.45%	=	\$68.52	12.00%	\$4.48	\$110.35
Design Staff	Marett Flores	\$27.16	X	233.48%	=	\$63.41	12.00%	\$3.26	\$93.83
QAQC Lead	Claudio Leon	\$43.87	X	160.30%	=	\$70.32	12.00%	\$5.26	\$119.46
Production Captain	Gabriel Camarena	\$32.38	X	205.21%	=	\$66.45	12.00%	\$3.89	\$102.71
Design Staff	Ernesto Torres	\$28.20		226.42%		\$63.85	12.00%	\$3.38	\$95.43
Design Staff	Hector Quintanilla	\$21.94		278.08%		\$61.01	12.00%	\$2.63	\$85.58
Planner 1	Thomas Medina	\$26.12		226.42%		\$59.14	12.00%	\$3.13	\$88.40
Head Planner	Carlos Gallinar, AICP	\$52.88	X	133.05%	=	\$70.36	12.00%	\$6.35	\$129.58

**ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES**

Each individual Task Order will identify the “**Project**”, and the Consultant shall provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.
2. The Consultant shall comply with the City of El Paso Engineering and Construction Management Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under the design phases of this Agreement.
3. The Consultant shall serve as the Owner’s professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.
4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with a project within the budget. The Owner’s review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

REPORT PHASE

1. Upon receipt of the Owner’s written authorization to proceed with the **Report Phase**, the Consultant shall:
 - a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.
 - b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.
 - c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

**ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES**

- d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant’s recommendations.
 - e. As per Attachment “D”, furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.
- 2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
- 3. As identified in the Scope of Work in Attachment “A”, the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

PHASE I - PRELIMINARY DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the **Preliminary Design Phase**, the Consultant shall do the following separately for each construction contract:

- 1. Consult with the Owner to determine the Owner’s requirements for the Project.
- 2. Provide at the Consultant’s sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.
4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.
5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner’s representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.
6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.
8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.
9. As per **Attachment “D”**, furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

PHASE II - PRE-FINAL DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the Pre-Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant’s assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities. The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.
2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the “**Drawings**,” to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called “**Specifications**.” These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.
3. Advise the Owner of any adjustment to the Consultant’s previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant’s cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor’s method of pricing and that the Consultant’s opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.
4. Prepare proposal forms.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

5. As per **Attachment “D”**, furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

PHASE III - FINAL DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.
2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility Consultant comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.
3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.
4. **As per Attachment “D”**, furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.
5. **As per Attachment “D”**, furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.
6. Additional copies of the drawings and specifications beyond those identified in **Attachment “D”**, required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

BIDDING PHASE

Upon receipt of Owner’s written request, the Consultant shall provide any of the following services during the Bidding Phase:

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.
2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.
3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.
4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment “D”, deliver copies of all addenda to the Owner for appropriate action.
5. As identified in Attachment “A”, assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.
6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

CONSTRUCTION PHASE

At Owner’s request, the Consultant shall provide any of the following services associated with the Construction Phase:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner’s representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner’s standard general conditions for construction projects, with

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.

3. Unless otherwise stipulated in Attachment “A”, Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.
4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant’s efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor’s failure to perform the construction work in accordance with the construction contract documents.

Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.
6. Issue the Owner’s instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner’s approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner’s representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.

7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.
8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.
9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the construction contractor, a final inspection of the Project and prepare and publish a "punch list" of minor deficiencies to be corrected prior to final payment to the construction contractor. The **"punch list"** shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.
10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.
11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.
12. Furnish the Owner one set of reproducible **(D format)** "record" drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints,

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format.

13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.
14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner’s request, have recommendations implemented by the construction contractor.
15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.
17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.
19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.
20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.
21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.
22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.
23. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

construction contractor’s default under the construction contract due to delinquency or insolvency.

24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.
2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner’s scope or budget, except where the Consultant’s preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant’s final design cost opinions by **ten percent** or more.
3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.
4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.
5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

**ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES**

RESIDENT PROJECT SERVICES

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.
2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.
3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor’s failure to perform the construction work in accordance with the construction contract documents.

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Fixed fee Payment to Consultant

Report Phase	To be determined by Task Order
Preliminary Design Phase	To be determined by Task Order
Pre-Final Design Phase	To be determined by Task Order
Final Design Phase	To be determined by Task Order
Bidding Phase	To be determined by Task Order
Construction Phase	To be determined by Task Order

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant’s proposal found in **Attachment “B”**. The time shown in **Attachment “B”** is an estimate. Should the services rendered during the bidding and construction phases exceed the estimated amount, written authorization will be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions. For contracts with a total value less than Fifty Thousand and No/100 Dollars (\$50,000), the parties agree that at no time may the amount of the compensation under this contract exceed Fifty Thousand and No/100 Dollars (\$50,000) except by execution of an amendment to this Agreement.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and a Consulting Summary and Progress Report and the Owner’s written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/Consultant location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. *Tips and alcohol are not reimbursable.*

No single invoice may include items for both August and September of any given year. The Owner’s fiscal year begins on September 1st of each year and ends on August 31st of each year. Consultant’s invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with Owner’s fiscal year.

ATTACHMENT “D” PAYMENT AND DELIVERABLE SCHEDULES

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the City. A log is preferred showing the date, person’s name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for “Pay for View” or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

REPORT PHASE

The services called for in the Report Phase of this Agreement shall be completed and **5 copies** of the Preliminary Study and Report shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE I—PRELIMINARY DESIGN PHASE

The services called for in **Phase I** of this Agreement shall be completed and **10 copies** of any required documents and opinion of probable construction costs shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five copies** of the resubmitted design documents.

PHASE II—PRE-FINAL DESIGN PHASE

The services called for in **Phase II** of this Agreement shall be completed and **10 copies** the required documents and services shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE III—FINAL DESIGN PHASE

The services called for in **Phase III** of this Agreement shall be completed and **10 copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **3 copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **10 copies** of the final design documents and specifications for bidding to the Owner within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment “C” and submit **1 copy** of all addenda to the Owner for appropriate action within **2 consecutive calendar days**.

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment “C” and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within sixty days from the date of substantial completion.

ATTACHMENT “E”
Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/26/23

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER CAVAZOS INSURANCE AGENCY LLC PO Box 849 Laredo, TX 78042-0849		CONTACT NAME: Eduardo J Cavazos PHONE (A/C, No, Ext): (956)723-4623 FAX (A/C, No): (956)723-4772 E-MAIL ADDRESS: ejc963@msn.com	
		INSURER(S) AFFORDING COVERAGE NAIC #	
		INSURER A: United Fire & Casualty Company	
		INSURER B: Texas Mutual Insurance Co	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

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

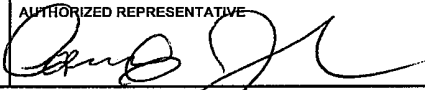
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	*Y	*Y	85323404	01/14/23	01/14/24	EACH OCCURRENCE \$ 1,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000							
	MED EXP (Any one person) \$ 10,000							
	PERSONAL & ADV INJURY \$ 1,000,000							
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	**Y	**Y	85323404	01/14/23	01/14/24	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	BODILY INJURY (Per person) \$							
	BODILY INJURY (Per accident) \$							
	PROPERTY DAMAGE (Per accident) \$							
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	**Y	**Y	85323404	01/14/23	01/14/24	EACH OCCURRENCE \$ 1,000,000	
	DED \$ RETENTION \$						AGGREGATE \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	Y	0002026127	01/22/23	01/22/24	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000							
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000							
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

- * Endorsement #CG72080717: Provides blanket additional insured with waiver of subrogation when required by contract.
** Endorsement #CA 71 0901 17: Provides blanket additional insured with waiver of subrogation when required by contract

Project Name: El Paso One-Call Professional Service: Planning Public Engagement and Urban Design. Number 2023-0241

CERTIFICATE HOLDER City of El Paso Jerry DeMuro Capital Improvement Program Department 218 N Campbell, 2nd Floor El Paso, Texas 79901	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ATTACHMENT “F”

ATTACHMENT “F”

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment “F”, the term “Contractor” shall refer to the “Consultant”, and the term “Airport Sponsor” shall refer to the “City”.

If there are any conflicts between the terms and conditions of Attachment “F” and Article VI of the Agreement, the terms and conditions of Attachment “F” will prevail.

A. GENERAL REQUIREMENT FOR CONTRACT

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,
2. Terminate the contract,
3. Seek suspension/debarment, or
4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

C. CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. **BREACH OF CONTRACT TERMS** (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at \$100,000.)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. **BUY AMERICAN PREFERENCES** (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:

- a. Only installing steel and manufactured products produced in the United States; or
- b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 2. To faithfully comply with providing US domestic products
 3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

- a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.


Type 4 Waiver - Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

2/23/2023

Date



Signature

Able City

Company Name

Vice President

Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a. Only installing steel and manufactured products produced in the United States, or;
 - b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 - 2. To faithfully comply with providing US domestic product
 - 3. To furnish US domestic product for any waiver request that the FAA rejects
 - 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- 1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 - 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

2/23/2023

Signature



Company Name

Able City

Title

Vice President

4. **GENERAL CIVIL RIGHTS PROVISIONS (all contracts)**

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. **CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
 4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
 5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
 6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
6. **CLEAN AIR AND WATER POLLUTION CONTROL** (all contracts that exceed \$100,000)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

7. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (all contracts that exceed \$100,000)

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. **CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)** (all contracts that exceed \$25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. **DISADVANTAGED BUSINESS ENTERPRISES** (all AIP-funded projects)

Contract Assurance (49 CFR § 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (49 CFR §26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

10. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, 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 bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an 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.

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 than \$10,000 and not more than \$100,000 for each such failure.

12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. RIGHTS TO INVENTIONS (all AIP-funded projects)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

14. TERMINATION OF CONTRACT (contracts that exceed \$10,000)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. TRADE RESTRICTION CLAUSE (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16. TEXTING WHEN DRIVING (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**ON-CALL
AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement is made this ____ day of _____, 2023 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and **SURROUNDINGS STUDIO, LLC**, a New Mexico limited liability corporation registered to do business in Texas, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional Planning, Public Engagement, & Urban Design services on a task order basis through the use of task orders referencing this Agreement, the scope of which is further described in **Attachment “A”**; and

WHEREAS, the Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner’s selection procedure, in accordance with all applicable state and local laws and ordinances;

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

**ARTICLE I
ATTACHMENTS**

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment “A”	Scope of Services and Project Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate
Attachment “F”	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

**ARTICLE II
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project (“**Project**”) and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment “A”**.

- 2.2 For each Project, the Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.
- 2.3 The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.
- 2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.
- 2.5 The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working days time period.

ARTICLE III CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **\$350,000.00** for all basic services and reimbursables performed pursuant to this Agreement.

No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **(\$50,000.00)**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed **\$50,000.00**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **\$50,000.00** must have prior approval by City Council through written amendment to this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for each Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B"**.

Payments to the Consultant shall be made pursuant to **Attachment "D"**.

3.2 CONSULTANT'S SERVICES. The Basic Services and Additional Services, if any, to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C"**.

3.3 CONSULTANT'S INVOICES. For each Project, the Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety (90) days of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible, but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 PROJECT CONSTRUCTION BUDGET. The Consultant acknowledges that the construction budget and a construction time for each Project will be identified in each Task Order.

3.5 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to

this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE.

Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS' COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

"The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured."

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

- a) **COMMERCIAL GENERAL LIABILITY**
 - \$1,000,000.00 Per Occurrence
 - \$2,000,000.00 General Aggregate
 - \$2,000,000.00 Products/Completed Operations Aggregate
 - \$1,000,000.00 Personal and Advertising Injury

Personal Injury or Death & Property Damage

\$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

General Aggregate

\$1,000,000.00
\$1,000,000.00 per occurrence

- b) **AUTOMOBILE LIABILITY**
Combined Single Limit
\$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Contract.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

Further, all policies shall provide either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the City or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Owner, and Owner's officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. The Consultant shall not be responsible for any acts of any of the City's Independent Project Managers.

To the extent allowed by state law, the Owner will be responsible for its own actions.

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

ARTICLE VI FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment "F".

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

During the performance of this contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “Consultant”) agrees as follows:

- (1) **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Consultant’s noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
 - b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the

interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is consistent with professional skill and care, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment “D”**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment “D”**.

7.2 OPINION OF PROBABLE COST. As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant’s final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant’s most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project’s scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

7.3 CONSULTANT’S QUALITY OF WORK. The Owner’s review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant’s services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the

Project and in accordance with the time periods established in **Attachment “D”** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner’s review, for the performance of the Owner’s consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the “Instruments of Service”) are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner shall have the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects shall not grant the Owner any right to rely upon the Consultant’s seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant’s records subject to audit shall include but not be limited to records which, in the Owner’s discretion, have a bearing on matters of interest to the Owner in connection with the Consultant’s work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner’s agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant’s compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant’s records have been generated from computerized data, Consultant agrees to provide Owner’s representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant’s records related to this Project, and shall be allowed to interview any of the Consultant’s employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times and places.

7.6 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.7 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

7.8 GOVERNING LAW. The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

7.9 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.10 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.11 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner:	The City of El Paso Attn: City Manager P.O. Box 1890 El Paso, Texas 79950-1890
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With a Copy to:	The City of El Paso Attn: City Engineer P.O. Box 1890 El Paso, Texas 79950-1890
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To the Consultant:	Surroundings Studio LLC Attn: Kenneth Francis 1611 Paseo de Peralta Santa Fe, NM 87501
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Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

7.12 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.13 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

7.14 TEXAS GOVERNMENT CODE. In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive


that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

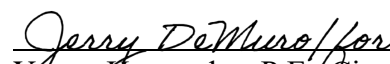
Tomás González
City Manager

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:

Assistant Director Capital Improvement


Yvette Hernandez, P.E., City Engineer
Capital Improvement Department

(Acknowledgment)

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

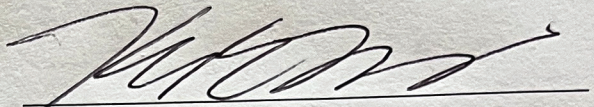
This instrument was acknowledged before me on this ____ day of _____, 2023,
by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures continue on following page)

CONSULTANT:
SURROUNDINGS STUDIO LLC

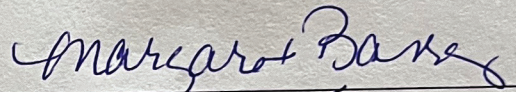


By: Kenneth Francis
Title: Owner

(Acknowledgment)

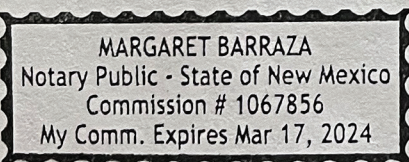
mb
new Mexico
THE STATE OF TEXAS §
mb *santa Fe* §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 23rd day of February 2023,
by Kenneth Francis, as Owner of Surroundings Studio LLC.


Notary Public, State of ~~Texas~~ *mb*
new Mexico

My commission expires:

3/17/24



**ATTACHMENT “A”
SCOPE OF SERVICES**

Attachment A

Scope of Services

The contracts will be used for miscellaneous assignments on an on-call basis. Services to be included:

- Planning studies, including, but not limited to public infrastructure, small area and corridor plans
- Capital needs assessments and cost estimating
- Public facilitation and engagement
- Utilizing planning technology to develop platforms to further the City's Smart City objectives
- Acquisition and analysis of planning-related data
- Preparation of design standards and amendments to the City's municipal code
- Evaluation and revision of land use ordinances, as appropriate and development of additional land use ordinances as needed
- Performing market analyses
- Mobility Studies

Products required to include:

- Studies/Reports and research
- Site plans, specifications, estimates
- Zoning analyses
- Planning graphics and renderings
- Other analysis as requested

The following provides a general description of services, standards, and products required:

- Studies and Reports – Firms shall perform research, compile and analyze planning data, create databases and produce reports to include development standards, policies, sketches, renderings and cost estimates. Reports shall include description of policy alternatives considered, implementation costs, conclusions and recommendations.
- Public facilitation and engagement - Firms shall conduct innovative in person and virtual public meetings to engage with the public and stakeholders. Utilize effective engagement strategies to involve diverse stakeholders. Innovative facilitation and engagement are meetings which incorporate best practice and involve a combination of community collaboration, technology and/or interactive exercises that provide tangible and quantifiable feedback to the City. Furthermore, the firms shall incorporate engagement tools and marketing techniques and hold meetings in places and spaces that will increase meeting attendance. Lastly, the firms shall facilitate meetings in English and Spanish, as necessary to engage with diverse communities.
- Planning technology and data - When needed, the firms shall utilize available planning technology to illustrate complex planning concepts visually through different multimedia platforms. Furthermore, the firm shall procure data to support conclusions and policy recommendations.
- Text amendments to the City Code and Design Standards - The firms shall research innovative best practices and draft policies that promote quality of life, improve designs

consistent with the City's Strategic Plan, corridor plans and Smart City goals and objectives, and remove regulatory barriers to development.

- Full time project representative - The firms shall designate and assign a project representative, subject to the approval of the City, who will serve as the point of contact for the duration of the work or task being performed. The representative will be responsible for ensuring the quality of the work (including that of subconsultants) and for the project's delivery date being met.
- Review and create drawings, plans, documents and/or other deliverables as deemed necessary for the project scope.
- Meetings and conferences - Periodic meetings shall be held upon request by the City for discussion of questions and problems relating to the work being performed by the firms. The firms shall be required to attend and participate in all meetings/conferences pertinent to the work being performed to include support materials and graphics appropriate to each meeting.

ATTACHMENT “B”
CONSULTANT’S FEE PROPOSAL AND HOURLY RATES

2023 Hourly Billing Rates for Surroundings Studio LLC

EMPLOYEE	HOURLY BILLING RATE:
Principal in Charge (PIC)	\$175
Project Landscape Architect (PLA)	\$125
Project Manager/Designer (PM)	\$110
CAD/Graphics (CAD)	\$95
Project Assistant/Admin (PA)	\$80

**ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES**

Each individual Task Order will identify the “**Project**”, and the Consultant shall provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.
2. The Consultant shall comply with the City of El Paso Engineering and Construction Management Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under the design phases of this Agreement.
3. The Consultant shall serve as the Owner’s professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.
4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with a project within the allocated budget. The Owner’s review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

REPORT PHASE

1. Upon receipt of the Owner’s written authorization to proceed with the **Report Phase**, the Consultant shall:
 - a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.
 - b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.
 - c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

- d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant’s recommendations.
 - e. As per Attachment “D”, furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.
- 2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
- 3. As identified in the Scope of Work in Attachment “A”, the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

PHASE I - PRELIMINARY DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the **Preliminary Design Phase**, the Consultant shall do the following separately for each construction contract:

- 1. Consult with the Owner to determine the Owner’s requirements for the Project.
- 2. Provide at the Consultant’s sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.
4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.
5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner’s representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.
6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.
8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.
9. As per **Attachment “D”**, furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

PHASE II - PRE-FINAL DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the Pre-Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant’s assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities. The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.
2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the “**Drawings,**” to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called “**Specifications.**” These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.
3. Advise the Owner of any adjustment to the Consultant’s previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant’s cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor’s method of pricing and that the Consultant’s opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.
4. Prepare proposal forms.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

5. As per **Attachment “D”**, furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

PHASE III - FINAL DESIGN PHASE

Upon receipt of the Owner’s written authorization to proceed with the Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.
2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility Consultant comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.
3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.
4. **As per Attachment “D”**, furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.
5. **As per Attachment “D”**, furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.
6. Additional copies of the drawings and specifications beyond those identified in **Attachment “D”**, required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

BIDDING PHASE

Upon receipt of Owner’s written request, the Consultant shall provide any of the following services during the Bidding Phase:

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.
2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.
3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.
4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment “D”, deliver copies of all addenda to the Owner for appropriate action.
5. As identified in Attachment “A”, assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.
6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

CONSTRUCTION PHASE

At Owner’s request, the Consultant shall provide any of the following services associated with the Construction Phase:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
2. Advise and consult with the Owner and act as the Owner’s representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner’s standard general conditions for construction projects, with

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.

3. Unless otherwise stipulated in Attachment “A”, Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.
4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant’s efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor’s failure to perform the construction work in accordance with the construction contract documents.

Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.
6. Issue the Owner’s instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner’s approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner’s representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.

7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.
8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.
9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the construction contractor, a final inspection of the Project and prepare and publish a "punch list" of minor deficiencies to be corrected prior to final payment to the construction contractor. The **"punch list"** shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.
10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.
11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.
12. Furnish the Owner one set of reproducible (**D format**) "record" drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints,

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format.

13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.
14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner’s request, have recommendations implemented by the construction contractor.
15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.
17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.
19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.
20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.
21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.
22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.
23. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

construction contractor’s default under the construction contract due to delinquency or insolvency.

24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.
2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner’s scope or budget, except where the Consultant’s preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant’s final design cost opinions by **ten percent** or more.
3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.
4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.
5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

RESIDENT PROJECT SERVICES

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.
2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.
3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor’s failure to perform the construction work in accordance with the construction contract documents.

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Fixed fee Payment to Consultant

Report Phase	To be determined by Task Order
Preliminary Design Phase	To be determined by Task Order
Pre-Final Design Phase	To be determined by Task Order
Final Design Phase	To be determined by Task Order
Bidding Phase	To be determined by Task Order
Construction Phase	To be determined by Task Order

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant’s proposal found in **Attachment “B”**. The time shown in **Attachment “B”** is an estimate. Should the services rendered during the bidding and construction phases exceed the estimated amount, written authorization will be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions. For contracts with a total value less than Fifty Thousand and No/100 Dollars (\$50,000), the parties agree that at no time may the amount of the compensation under this contract exceed Fifty Thousand and No/100 Dollars (\$50,000) except by execution of an amendment to this Agreement.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and a Consulting Summary and Progress Report and the Owner’s written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/Consultant location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. *Tips and alcohol are not reimbursable.*

No single invoice may include items for both August and September of any given year. The Owner’s fiscal year begins on September 1st of each year and ends on August 31st of each year. Consultant’s invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with Owner’s fiscal year.

ATTACHMENT “D” PAYMENT AND DELIVERABLE SCHEDULES

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the City. A log is preferred showing the date, person’s name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for “Pay for View” or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

REPORT PHASE

The services called for in the Report Phase of this Agreement shall be completed and **5 copies** of the Preliminary Study and Report shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE I—PRELIMINARY DESIGN PHASE

The services called for in **Phase I** of this Agreement shall be completed and **10 copies** of any required documents and opinion of probable construction costs shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five copies** of the resubmitted design documents.

PHASE II—PRE-FINAL DESIGN PHASE

The services called for in **Phase II** of this Agreement shall be completed and **10 copies** the required documents and services shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE III—FINAL DESIGN PHASE

The services called for in **Phase III** of this Agreement shall be completed and **10 copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **3 copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **10 copies** of the final design documents and specifications for bidding to the Owner within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

**ATTACHMENT “D”
PAYMENT AND DELIVERABLE SCHEDULES**

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment “C” and submit **1 copy** of all addenda to the Owner for appropriate action within **2 consecutive calendar days**.

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment “C” and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within sixty days from the date of substantial completion.

ATTACHMENT “E”
Insurance



SURSTU-01

KDUCHARME

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Tamara Rigaud PHONE (A/C, No, Ext): FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: tamara.rigaud@hubinternational.com
INSURED Surroundings Studio LLC 1611 Paseo De Peralta Santa Fe, NM 87501	INSURER(S) AFFORDING COVERAGE INSURER A : American Hallmark Insurance Company Of Texas 43494 INSURER B : Hartford Ins Co of the Midwest 37478 INSURER C : Travelers Casualty Insurance Company of Americ 19046 INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		44-CL-454498-13	5/23/2022	5/23/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 HIRED AND NONOW \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		44-CL-454498-13	5/23/2022	5/23/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	34WECPU7551	3/9/2022	3/9/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Errors & Omissions/P			105270551	4/22/2022	4/22/2023	Professional Liab 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of El Paso 300 North Campbell St El Paso, TX 79901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A. SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization (referred to below as Additional Insured) whom you are required to add as an additional insured on this policy under:
1. A written contract or agreement; and
 2. Where a certificate of insurance showing that person or organization as an additional insured has been issued; and
 3. When the written contract or agreement and the certificate of insurance are currently in effect or becoming in effect during the term of the policy and executed prior to the "bodily injury," "property damage," or "personal injury and advertising injury."
- B.** The insurance provided to the Additional Insured(s) is limited as follows:
1. The Additional Insured(s) is only an additional insured for:
 - a. "Bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by negligent acts or omissions of the Named Insured or anyone directly or indirectly employed by the Named Insured or for whose acts a Named Insured may be liable.
 - b. Liability arising out of your ongoing operations for the Additional Insured(s) by or for you. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
 2. The Limits of Insurance applicable to the Additional Insured(s) are those specified in the written contract or agreement but not more than the Limits of Insurance specified in the Declarations of this policy. The Limits of Insurance applicable to the Additional Insured(s) are inclusive of and not in addition to the Limits of Insurance shown in the Declarations for the Named Insured.
- C.** In addition to the other exclusions applicable to Coverages A, B, and C, the insurance provided to the Additional Insured(s) does not apply to:
1. "Property damage" to:
 - a. Property owned, used, occupied by, loaned or rented to the Additional Insured(s);
 - b. Property in the care, custody or control of the Additional Insured(s) or over which the Additional Insured(s) are for any purpose exercising physical control; or
 - c. "Your work" performed for the Additional Insured(s).
 2. "Bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering or failure to render any professional services for you, for the Additional Insured(s) or for others, including, but not limited to:
 - a. The preparing, approving or failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - b. Supervisory, inspection or engineering services.
 3. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

ATTACHMENT “F”

ATTACHMENT “F”

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment “F”, the term “Contractor” shall refer to the “Consultant”, and the term “Airport Sponsor” shall refer to the “City”.

If there are any conflicts between the terms and conditions of Attachment “F” and Article VI of the Agreement, the terms and conditions of Attachment “F” will prevail.

A. GENERAL REQUIREMENT FOR CONTRACT

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,
2. Terminate the contract,
3. Seek suspension/debarment, or
4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

C. CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. **BREACH OF CONTRACT TERMS** (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at \$100,000.)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. **BUY AMERICAN PREFERENCES** (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:

- a. Only installing steel and manufactured products produced in the United States; or
- b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 2. To faithfully comply with providing US domestic products
 3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “facility”. The required documentation for a type 3 waiver is:

- a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c. Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

March 1, 2023

Date



Signature

Surroundings Studio LLC

Company Name

Owner + Principal-in-Charge

Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

- a. Only installing steel and manufactured products produced in the United States, or;
- b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
- c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.


Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

March 1, 2023

Date



Signature

Surroundings Studio LLC

Company Name

Owner + Principal-in-Charge

Title

4. **GENERAL CIVIL RIGHTS PROVISIONS (all contracts)**

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. **CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
 4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
 5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
 6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
6. **CLEAN AIR AND WATER POLLUTION CONTROL** (all contracts that exceed \$100,000)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

7. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (all contracts that exceed \$100,000)

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. **CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)** (all contracts that exceed \$25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. **DISADVANTAGED BUSINESS ENTERPRISES** (all AIP-funded projects)

Contract Assurance (49 CFR § 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (49 CFR §26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

10. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, 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 bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an 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.

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 than \$10,000 and not more than \$100,000 for each such failure.

12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. RIGHTS TO INVENTIONS (all AIP-funded projects)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

14. TERMINATION OF CONTRACT (contracts that exceed \$10,000)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. TRADE RESTRICTION CLAUSE (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16. TEXTING WHEN DRIVING (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.



On-Call Professional Services Planning, Public Engagement, and Urban Design

Solicitation No: 2023-0241

March 14, 2023

Strategic Plan Goal:

**No. 5 Promote Transparent and Consistent Communication
Amongst All Members of the Community**

**5.6 Strengthen messaging opportunities through media outlets
and proactive community outreach.**

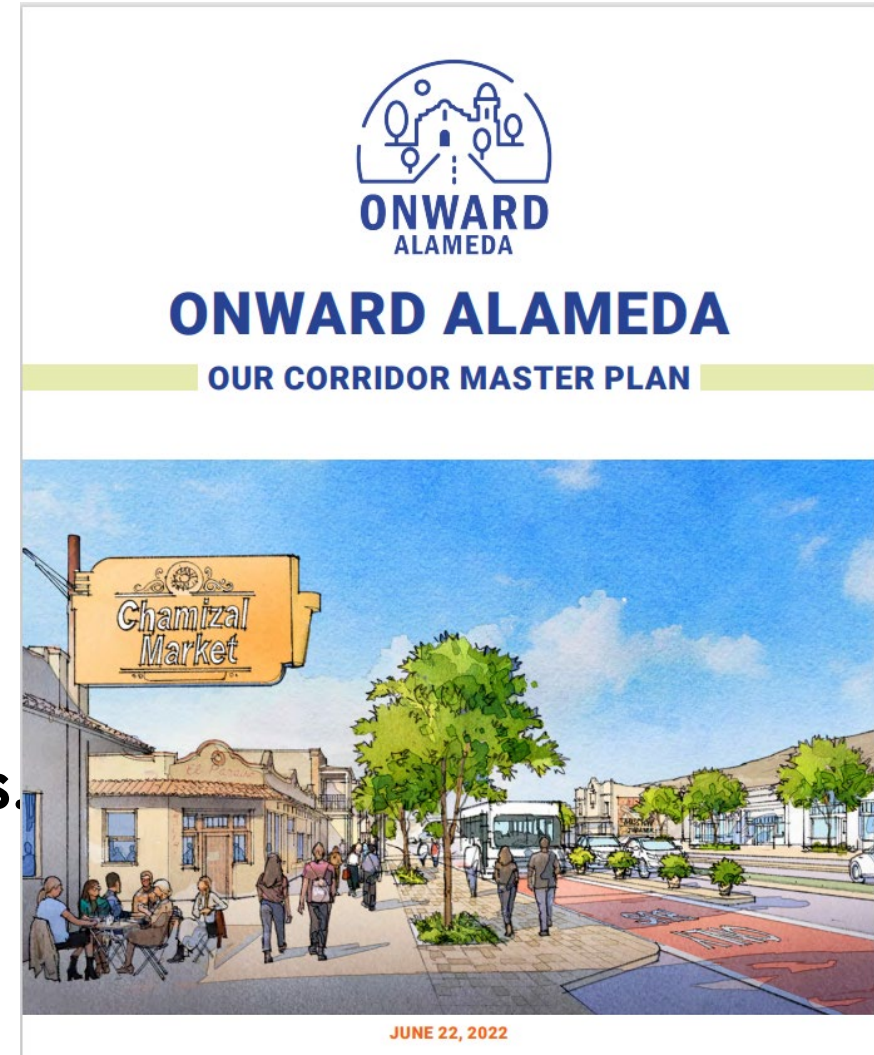
Contract Details



Location:	City-wide
Contract Value:	Six contracts \$350,000/contract
Contract Term:	Two years
Funding Source:	Certificates of Obligation (streets), and Public Safety, Quality of Life, and Community Progress bonds.

Contract Scope

- Provide professional on-call planning, public engagement, and urban design services to augment the City's planning efforts.
- Develop small area and corridor plans, ordinance and text amendments to the municipal code, planning technology and platforms for data analysis and updates to City planning-related policies.



Procurement Summary

- Request for Qualifications advertised on November 9, 2022
 - ✓ Nine (9) firms submitted Statements of Qualifications; one (1) being local.
- Recommendation
 - ✓ Award contracts to the following offerors:
 - CallisonRTKL, Inc.
 - Asakura Robinson, LLC
 - Kimley Horn, Inc.
 - Surroundings Studio, LLC
 - Able City, LLC
 - Mend Collaborative Inc.



Mission

Deliver exceptional services to support a high quality of life and place for our community



Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government



Values

Integrity, Respect, Excellence, Accountability, People



Misión

Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad



Visión

Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño



Valores

Integridad, Respeto, Excelencia, Responsabilidad, Personas



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-340, Version: 1

**CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM**

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.

No Title's, No emails. Please use ARIAL 10 Font.

All Districts

Community and Human Development, Nicole Ferrini, 915-212-1659

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action to approve an amendment to the City of El Paso's 2021-2022 Annual Action Plan in order to add the HOME Investment Partnerships American Rescue Plan (HOME-ARP) Allocation Plan.

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: 3/14/2023

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Nicole Ferrini, 915-212-1659

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 8 – Nurture and promote a healthy, sustainable community

SUBGOAL: 8.1 – Deliver prevention, intervention and mobilization services to promote a healthy, productive and safe community

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

Discussion and action to approve an amendment to the City of El Paso's 2021-2022 Annual Action Plan in order to add the HOME Investment Partnerships American Rescue Plan (HOME-ARP) Allocation Plan.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

The City of El Paso has been allocated \$9,535,888 in HOME Investment Partnerships Program – American Rescue Plan (HOME-ARP) funding. The purpose of these funds is to address the needs of persons experiencing, or at-risk of experiencing, homelessness, through the development of affordable rental housing, development of non-congregate shelter, and/or the provision of tenant-based rental assistance and supportive services.

Based on extensive community consultation including a State of Homelessness survey and work session and the recent Community Needs Assessment, The Department of Community and Human Development recommends the following distribution of HOME-ARP funds to eligible categories:

Eligible Category	Funding Amount
Supportive Services (for TBRA clients)	\$ 1,300,000.00
Acquisition and/or Development of Non-Congregate Shelter Units	\$ 1,200,000.00
Tenant Based Rental Assistance (TBRA)	\$ 4,000,000.00
Development of Affordable Rental Housing	\$ 2,935,888.00
Non-Profit Operating Expenses related to TBRA)	\$ 100,000.00
Total HOME ARP Allocation	\$ 9,535,888.00

The projects and programs to receive these funds will be determined through a Notice of Funding Availability process that will follow U.S. Department of Housing and Urban Development (HUD) approval of this HOME-ARP Allocation Plan.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

N/A

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

The City of El Paso HOME-ARP allocation from HUD.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Department of Community + Human Development

SECONDARY DEPARTMENT: N/A

*******REQUIRED AUTHORIZATION*******

DEPARTMENT HEAD:



(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

WHEREAS, on June 22, 2021, the City Council for the City of El Paso adopted the Annual Action Plan for 2021-2022 and on that date Authorized the City Manager to sign and submit to the United States Department of Housing and Urban Development (HUD) the 2021-2022 Annual Action Plan to include all certifications contained therein; and

WHEREAS, the City of El Paso, Texas has been allocated \$9,535,888 in HOME Investment Partnerships Program – American Rescue Plan (HOME-ARP) funding; and

WHEREAS, the City Council, based on the recommendation of the Climate and Sustainability Officer, now desires to amend the 2021-2022 Annual Action Plan to include the HOME-ARP Allocation Plan; and

WHEREAS, on February 10, 2023, the City of El Paso posted on its website public notice and allowed a 15-day public comment period regarding the proposed amendment to the HOME-ARP Allocation Plan and City Council has duly considered public comment if any.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City of El Paso's 2021-2022 Annual Action Plan is hereby amended to add the HOME-ARP Allocation Plan; and

That the City Manager, or designee, be authorized to sign and submit to the Department of Housing and Urban Development (HUD) the HOME-ARP Allocation Plan, Form SF-424 and Form SF 424 D, all certifications and assurances contained therein, and any documents necessary to comply with HUD requirements; and

That the City Manager, or designee, be authorized to sign Grant Agreements with HUD for the HOME-ARP allocation; and

That the City Manager, or designee, be authorized to sign all Letters of Support, Certifications of Local Government Approval, Release of Liens, Assurances and Certifications of Consistency with the Consolidated Plan required by HUD or the State of Texas for grant applications or applications for Low Income Housing Tax Credits for programs covered by the HOME-ARP Allocation Plan; and

That the City Manager, or designee, subject to completion of environmental review, be authorized to sign all contracts and documents with the agencies, entities, persons, and/or City departments approved for funding related to the implementation and performance of the activities contained in the HOME-ARP Allocation Plan and corresponding programs. The City Manager, or designee, is authorized herein to sign amendments to such contracts which add to or reduce funding, including but not limited to the removal of the obligation of funds by mutual termination, and extensions to the contract period; and

That the City Manager, or designee, be authorized to sign all Environmental Assessments, Requests for Release of Funds, Certifications, and Performance Reports required by the U.S. Department of Housing and Urban Development for activities covered by the HOME-ARP Allocation Plan; and

That the City Manager, or designee, be authorized to sign agreements to secure matching funds which add to amounts allocated under the HOME-ARP Allocation Plan budget; and to sign amendments to matching fund agreements, including extensions to the contract period; and

That the City Manager, or designee, be authorized to sign all amendments, subordination agreements, loan modification agreements, release of liens, assumption agreements, and other similar documents related to transactions performed under the HOME-ARP Allocation Plan so long as such documents are approved by the City Attorney's office as to form and comply with department policies and procedures; and

That the City Manager be authorized to execute letters of support, certifications, and other similar documents, that allow third parties to secure funding from state, federal, and local agencies which further the goals of the City's HOME-ARP Allocation Plan.

That the City Manager, or designee, be authorized to take any actions necessary to accomplish the intent of this resolution upon approval by the City Attorney's Office and the Climate and Sustainability Officer.

Except as amended in this First Amendment the 2021-2022 Annual Action Plan remains in full force and effect.

APPROVED this _____ day of _____ 2023.

CITY OF EL PASO:

ATTEST:

Oscar Leeser Mayor

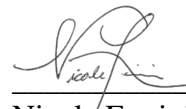
Laura D. Prine City Clerk

APPROVED AS TO FORM:

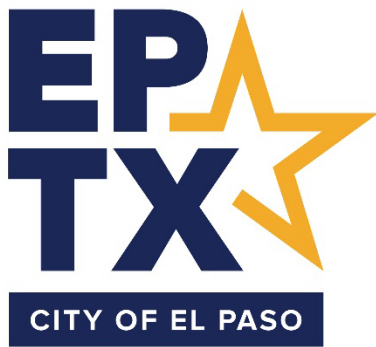


Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:



Nicole Ferrini
Climate and Sustainability Officer



HOME-ARP Allocation Plan

The City Council of El Paso, Texas

Mayor	Oscar Leeser
District 1	Brian Kennedy
District 2	Alexsandra Annello
District 3	Cassandra Hernandez
District 4	Joe Molinar
District 5	Isabel Salcido
District 6	Art Fierro
District 7	Henry Rivera
District 8	Chris Canales

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Executive Summary

The COVID-19 pandemic did not necessarily create many of the most pressing issues affecting vulnerable populations in El Paso, rather, it exacerbated and brought to the forefront issues that have long persisted. The homeless service system is stretched to capacity and underinvested in, both in terms of physical investment and investment in case management and wrap-around services for individuals experiencing homeless and those at-risk of experiencing homelessness. Further complicating this issue is an affordable rental housing supply that is shrinking at a time when expansion is required. While overall household income is increasing, it is significantly outpaced by rising rental rates.

As we transition from a response to recovery lens on the pandemic, it is critical to invest much needed yet limited resources in a focused, thoughtful manner to ensure a sustainable and equitable recovery across the community. As such, the City has spent over a year of consultation, outreach, and research to establish the priority needs and investments identified in this HOME-ARP Allocation Plan.

This plan allocates HOME-ARP funds to increase the supply of affordable rental units, increase availability of non-congregate shelter, and provide tenant-based rental assistance with intensive case management services to qualifying populations experiencing homelessness or at risk of experiencing homelessness. All of these investment will reduce the pressure on low- to no-barrier emergency shelters that are often at capacity, and as a result, make available additional shelter for those in our community that are currently or may become unsheltered.

Consultation

Describe the consultation process including methods used and dates of consultation:

The City of El Paso, Department of Community + Human Development (DCHD) undertook two significant outreach and consultation initiatives to receive input and determine priority needs and gaps in services for persons experiencing homelessness. The first was a State of Homelessness work session and the second was a Community Needs Assessment.

DCHD conducted a half-day work session on Thursday, January 6th, 2022 to discuss the state of homelessness in El Paso. The intention of the work session was to convene key stakeholder partners in homeless service provision so that the City of El Paso can have a better understanding of the need for resources to fill gaps in the homeless service provider system and identify resources available to fill those gaps and create opportunities. This work session served as a key component of the upfront HOME-ARP allocation plan consultation process.

An agency pre-work session survey was sent out to the participant list. Responses from the survey were used to frame the discussions during the work session. Respondents were comprised of agencies and organizations that assist families and individuals experiencing homelessness, or at risk of homelessness. 20 organizations responded to the survey.

In September of 2022, DCHD launched a Community Needs Assessment process. The purpose of the CNA was to obtain viewpoints from community members regarding housing and community development needs and proposed activities that support identified community vulnerabilities.

This process was led by the DCHD Civic Empowerment team. The DCHD Civic Empowerment team's primary objective is to advance equity, build sustainability and improve community outcomes through equitable programming volunteerism, and education designed to empower residents and strengthen their relationship with local government. In order to provide objective findings and conclusions, members of the CNA team do not administer or oversee DCHD grants, nor do they influence annual DCHD policies or procedures. A CNA survey was deployed across community stakeholders and 120 individual survey responses were received. The key takeaways from these responses indicated the greatest need for: 1) Programs that support those experiencing homelessness, 2) Assistance with Mental Illness, and 3) affordable housing assistance.

Also in September 2022, DCHD began hosting a series of roundtable events to acquire valuable responses from the community regarding housing and community development needs. Roundtable discussions, which resulted in a total of 96 participants, were offered in a variety of platforms ranging from a hybrid model, allowing individuals in an in-person setting to collaborate with those who selected to contribute virtually. Of those 96 participants, 31 community members were graduates of the City of El Paso's Neighborhood Leadership Academy, resulting in two Advanced Neighborhood Leadership Academy sessions. Participants within these exclusive sessions are actively involved community members that share a unique perspective to include solutions, on issues facing the community.

In addition to community residents, stakeholders from various community organizations, were present to discuss key issues within the sectors of Housing and Homelessness, Health and Wellbeing, Food Security and Family Stability; subject matter experts from El Paso Coalition for the Homeless, The Opportunity Center, YWCA, Project Amistad, United Way, The El Paso Community Foundation were among the organizations represented.

List of organizations consulted:

Agency/Org Consulted	Type of Agency/Org	Method of Consultation	Feedback
Center Against Sexual and Family Violence	Domestic Violence Service Provider	State of Homelessness Work Session	Feedback was received in a group forum and recorded in aggregate in a State of Homeless White Paper.
Child Crisis Center of El Paso	Homeless Service Provider	State of Homelessness Work Session	Feedback was received in a group forum and recorded in aggregate in a State of Homeless White Paper.
CoC	CoC	State of Homelessness Work Session; CoC Board Meeting	Feedback was received in a group forum and recorded in aggregate in a State of Homeless White Paper.
County of El Paso	Public agencies that address QP needs	State of Homelessness Work Session	Feedback was received in a group forum and recorded in aggregate in a State of Homeless White Paper.
Diocesan Migrant & Refugee Services, Inc.	Public agencies that address QP needs	State of Homelessness Work Session	Feedback was received in a group forum and recorded in aggregate in a State of Homeless White Paper.
El Paso Apartment Association	Public or private organizations that address fair housing, civil rights, and needs of persons w/ disabilities	State of Homelessness Work Session	Feedback was received in a group forum and recorded in aggregate in a State of Homeless White Paper.
El Paso Center for Children	Homeless Service Provider	State of Homelessness Work Session, Community Needs Assessment	Feedback was received in a group forum and recorded in aggregate in a State of Homeless White Paper. Feedback was received via agency survey and roundtable discussions and is reported in aggregate in the Community Needs Assessment.
El Paso Coalition for the Homeless	CoC Lead Entity	State of Homelessness Work Session, Community Needs Assessment	Feedback was received in a group forum and recorded in aggregate in a State of Homeless White Paper. Feedback was received via agency survey and roundtable discussions and is reported in aggregate in the Community Needs Assessment.

El Paso Community Foundation	Community Foundation	Community Needs Assessment	Feedback was received via agency survey and roundtable discussions and is reported in aggregate in the Community Needs Assessment.
El Paso County Housing Authority	Housing Authority	State of Homelessness Work Session	Feedback was received in a group forum and recorded in aggregate in a State of Homeless White Paper.
El Paso HOME	Housing Authority	State of Homelessness Work Session, Community Needs Assessment	Feedback was received in a group forum and recorded in aggregate in a State of Homeless White Paper. Feedback was received via agency survey and roundtable discussions and is reported in aggregate in the Community Needs Assessment.
El Paso Veterans Affairs	Veterans Service Provider	State of Homelessness Work Session	Feedback was received in a group forum and recorded in aggregate in a State of Homeless White Paper.
El Paso Villa Maria	Homeless Service Provider	State of Homelessness Work Session	Feedback was received in a group forum and recorded in aggregate in a State of Homeless White Paper.
Emergence Health Network	Public agencies that address QP needs	State of Homelessness Work Session, Community Needs Assessment	Feedback was received in a group forum and recorded in aggregate in a State of Homeless White Paper. Feedback was received via agency survey and roundtable discussions and is reported in aggregate in the Community Needs Assessment.
EP Human Services	Homeless Service Provider	State of Homelessness Work Session	Feedback was received in a group forum and recorded in aggregate in a State of Homeless White Paper.
Family Endeavors, Inc.	Homeless Service Provider/Veterans Service Provider	State of Homelessness Work Session	Feedback was received in a group forum and recorded in aggregate in a State of Homeless White Paper.
Justice Leadership Council	Public agencies that address QP needs	Community Needs Assessment	Feedback was received via agency survey and roundtable discussions and is reported in aggregate in the Community Needs Assessment.
La Posada Home, Inc.	Homeless Service Provider/Domestic Violence Service Provider	State of Homelessness Work Session	Feedback was received in a group forum and recorded in aggregate in a State of Homeless White Paper.

OEM	Public agencies that address QP needs	State of Homelessness Work Session	Feedback was received in a group forum and recorded in aggregate in a State of Homeless White Paper.
Opportunity Center for the Homeless	Homeless Service Provider	State of Homelessness Work Session, Community Needs Assessment	Feedback was received in a group forum and recorded in aggregate in a State of Homeless White Paper. Feedback was received via agency survey and roundtable discussions and is reported in aggregate in the Community Needs Assessment.
Paso del Norte Children's Development Center	Public agencies that address QP needs	State of Homelessness Work Session	Feedback was received in a group forum and recorded in aggregate in a State of Homeless White Paper.
Paso del Norte Community Foundation	Public agencies that address QP needs	State of Homelessness Work Session, Community Needs Assessment	Feedback was received in a group forum and recorded in aggregate in a State of Homeless White Paper.
Project Amistad	Homeless Service Provider	State of Homelessness Work Session, Community Needs Assessment	Feedback was received in a group forum and recorded in aggregate in a State of Homeless White Paper.
Project Vida	Homeless Service Provider	State of Homelessness Work Session, Community Needs Assessment	Feedback was received in a group forum and recorded in aggregate in a State of Homeless White Paper. Feedback was received via agency survey and roundtable discussions and is reported in aggregate in the Community Needs Assessment.
Department of Public Health	Public agencies that address QP needs	State of Homelessness Work Session	Feedback was received in a group forum and recorded in aggregate in a State of Homeless White Paper.
Recovery Alliance	Homeless Service Provider	State of Homelessness Work Session	Feedback was received in a group forum and recorded in aggregate in a State of Homeless White Paper.
Rescue Mission of El Paso	Homeless Service Provider	State of Homelessness Work Session	Feedback was received in a group forum and recorded in aggregate in a State of Homeless White Paper.

The Salvation Army	Homeless Service Provider	State of Homelessness Work Session, Community Needs Assessment	Feedback was received in a group forum and recorded in aggregate in a State of Homeless White Paper. Feedback was received via agency survey and roundtable discussions and is reported in aggregate in the Community Needs Assessment.
Underserved Communities Foundation	Public agencies that address QP needs	State of Homelessness Work Session	Feedback was received in a group forum and recorded in aggregate in a State of Homeless White Paper.
United Way of El Paso	Public or private organizations that address fair housing, civil rights, and needs of persons w/ disabilities	State of Homelessness Work Session, Community Needs Assessment	Feedback was received in a group forum and recorded in aggregate in a State of Homeless White Paper. Feedback was received via agency survey and roundtable discussions and is reported in aggregate in the Community Needs Assessment.
University Medical Center	Public agencies that address QP needs	State of Homelessness Work Session	Feedback was received in a group forum and recorded in aggregate in a State of Homeless White Paper.
Volar Center for Independent Living	Public or private organizations that address fair housing, civil rights, and needs of persons w/ disabilities	State of Homelessness Work Session, Community Needs Assessment	Feedback was received in a group forum and recorded in aggregate in a State of Homeless White Paper. Feedback was received via agency survey and roundtable discussions and is reported in aggregate in the Community Needs Assessment.
Workforce Solutions Borderplex	Public agencies that address QP needs	Community Needs Assessment	Feedback was received via agency survey and roundtable discussions and is reported in aggregate in the Community Needs Assessment.

YWCA Paso del Norte Region	Homeless Service Provider/Domestic Violence Service Provider	State of Homelessness Work Session, Community Needs Assessment	Feedback was received in a group forum and recorded in aggregate in a State of Homeless White Paper. Feedback was received via agency survey and roundtable discussions and is reported in aggregate in the Community Needs Assessment.
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Summarize feedback received and results of upfront consultation with these entities:

State of Homelessness Work Session Key Takeaways:

Key takeaways from the State of Homelessness Work Session suggest that a more coordinated street outreach system is required in order to bring more unsheltered individuals into the homeless service system. Every individual and their circumstances are not identical; therefore, tailored approaches should be undertaken. Identifying best practices for specific populations and catering to the unique needs of vulnerable individuals can increase the likelihood of successful outcomes. In addition to the implementation of a tailored approach, support for shelters and transitional living centers needs to also be prioritized considering outreach success largely depends on the availability of housing options. This indicates a need for additional non-congregate shelter units as is identified as a priority in this allocation plan.

Those, sheltered or unsheltered, who can be rapidly rehoused require intensive case management to sustain a stable living environment. This prevents returns to homelessness and eases the pressure on emergency shelter capacity. As such, significant investment in rapid rehousing programs with intensive case management is a key investment under this allocation plan.

Permanent supportive housing was mentioned numerous times as well, especially since it impacts other priority areas including case management and outreach. It is evident that there is a notable need for the increased availability and accessibility of housing options. Some suggested the new construction and development of more supportive communities (including landlord support) with better access to wraparound services, especially for disadvantaged youth and people with disabilities that are often underserved (i.e., tiny homes that include the option of renting to own).

The group collectively agreed upon the notion that diversion and prevention efforts need to be more focused. The utilization of a tiered system was sought as a possible solution. Additionally, many valid points were made including the continuously increasing cost of living in the community while wages are not keeping pace. By bringing attention to the various factors that exacerbate conditions that perpetuate homelessness, appropriate action can be taken.

Community Needs Assessment Key Takeaways:

1. Meeting Basic Needs

One of the key takeaways from our analysis is that the ability to meet basic needs such as food and housing is directly connected to fostering economic prosperity. Many of the participants stressed that the community needs support in meeting basic needs such as food, housing, utilities, transportation. We also heard that even access to broadband should be considered a basic need. Many of the conversations stressed the need for supporting people experiencing homelessness with wrap around services like mental health and food support. The hardships caused by the pandemic has been widespread, and in many cases, it exacerbated challenges that households were already facing such as food insecurity or housing affordability. Thus, continuing to support a family's ability to meet basic needs is still necessary in order to achieve economic prosperity at the household level.

2. Empowering Communities

For business owners, government officials, and our neighborhood associations, there were a number of conversations about being grateful for being invited to participate, and the desire to want to continue to be a part of future discussions. What we heard overwhelmingly is that community and business owners alike, want to contribute to the decision-making and planning processes. The analysis also showed that there are also perception interdependencies by empowering a broad range of stakeholders, you promote cohesive and engaged communities. Meaning, stakeholder empowerment increases the ability and confidence of the issues relating to each individual. While engagement significantly increases participation, empowerment aims to enable people to take control of the actions that affects their livelihoods.

Interview and survey responses revealed a need for enhanced collaboration to advance local and regional planning. We saw a desire for long-term integrated planning within each of our perception assessments. Government officials, academia, and civil society all shared the same sentiments in the Fosters long term integrated Planning category. Integrated planning was particularly important when speaking to neighborhood leaders in the Advanced Neighborhood Leadership sessions. Participants often highlighted the need to have open dialogues during all phases of future planning process to ensure information is equitable shared and shaped by all stakeholders. However, there was a strong expression by some neighborhood leaders that they are being asked for input and collaboration, but their input often hasn't translated into actionable change. Communities of Excellence can be the springboard for this type of planning with members of the community, organizations can collectively deploy resources based off the community needs identified in this assessment and in turn continue to collaborate.

3. Homelessness: Mental Health and Housing Affordability

The causes of homelessness are extremely diverse and complex. The individual complexities that contribute to homelessness increases the difficulty of creating universal solutions to address homelessness. Our key takeaways from the Resident Survey results, showed us that community members see a high need in addressing mental health, housing affordability and homelessness. These three issues are linked to one another. Mental illness and substance abuse was often connected to the topic of homelessness. Similarly, the discussions around rising costs and

housing affordability were also discussed when the topic of homelessness was also raised. While some participants applauded the City's effort to prioritizing homelessness, the survey responses indicated a need to do more.

Poverty and homelessness exacerbate mental illness, and COVID-19 and the measures put in place to control the spread of the virus exacerbated mental health concerns for much of the community. Addressing this issue by identifying those in need of services and making those services accessible beyond the hours of 8:00 am to 5:00 pm will be important to meet the needs of this especially vulnerable population.

4. Prioritizing Multi-beneficial Projects

Funding limitations and agency capacity is always a challenge that all sectors face. Because of this, there is a need to identify projects that include multiple benefits across sectors that achieve multiple planning goals at one time. An example of this would be to situate programming or facilities with multiple benefits that can help address multiple vulnerabilities, such as mental health, housing and homelessness. Addressing multi-benefits like mental health and homelessness under one roof can provide supportive individualized services to community members and enables better outcomes as a result. This model can be used with all vulnerable populations because of the complex nature of their situations. Another vulnerable population is opportunity youth, which often struggle with both education and employment. So tailoring solutions that address multiple vulnerabilities ensures that steps are being taken to find solutions to root causes and not symptoms.

Public Participation

Describe the public participation process, including information about and the dates of the public comment period and public hearing(s) held during the development of the plan:

- ***Date(s) of public notice: 2/23/2023***
- ***Public comment period: start date - 2/13/2023 end date - 2/28/2023***
- ***Date(s) of public hearing: 2/28/2023***

Describe the public participation process:

The public participation process consisted of two robust, weeks-long efforts to receive input from the public and key stakeholders, emphasizing the voices of often underrepresented populations. The State of Homelessness Work Session engaged with key stakeholders, other funders, and service agencies that provide assistance and service to HOME-ARP qualifying populations. The Community Needs Assessment engaged the public at-large, along with targeted stakeholders with unique perspectives on the challenges facing El Paso's most vulnerable populations.

No Additional comment was received during the final public comment period.

Describe efforts to broaden public participation:

To ensure broad public participation, a newspaper ad was published in the major English and Spanish newspapers in El Paso identifying the HOME-ARP funds available for allocation, the eligible activities for HOME-ARP funds, and the proposed distribution of HOME-ARP funds to address critical needs and gaps in the community. Notice was also distributed to all 90+ neighborhood associations in El Paso; all agencies that participated in consultations, surveys, and needs assessment activities were notified of proposed allocation distributions; the City issued a press release and posted to social media sites the same information contained in the newspaper ads to ensure access to participation of vulnerable populations of all ages across the community.

Summarize the comments and recommendations received through the public participation process either in writing, or orally at a public hearing:

No Additional comment was received during the final public comment period.

Summarize any comments or recommendations not accepted and state the reasons why:

No Additional comment was received during the final public comment period.

Needs Assessment and Gaps Analysis

Homeless Needs Inventory and Gap Analysis Table

Homeless													
	Current Inventory					Homeless Population				Gap Analysis			
	Family		Adults Only		Vets	Family HH (at least 1 child)	Adult HH (w/o child)	Vets	Victims of DV	Family		Adults Only	
	# of Beds	# of Units	# of Beds	# of Units	# of Beds					# of Beds	# of Units	# of Beds	# of Units
Emergency Shelter	309	#	552	#	#								
Transitional Housing	147	#	95	#	#								
Permanent Supportive Housing	61	#	143	#	#								
Other Permanent Housing	#	#	55	60	#								
Sheltered Homeless						68	385	60	79				
Unsheltered Homeless						#	159	24	#				
Current Gap										0	0	#	#

Suggested Data Sources: 1. Point in Time Count (PIT); 2. Continuum of Care Housing Inventory Count (HIC); 3. Consultation

OPTIONAL Housing Needs Inventory and Gap Analysis Table

Non-Homeless			
	Current Inventory	Level of Need	Gap Analysis
	# of Units	# of Households	# of Households
Total Rental Units	93,320		
Rental Units Affordable to HH at 30% AMI (At-Risk of Homelessness)	5,842		
Rental Units Affordable to HH at 50% AMI (Other Populations)	18,396		
0%-30% AMI Renter HH w/ 1 or more severe housing problems (At-Risk of Homelessness)		16,795	
30%-50% AMI Renter HH w/ 1 or more severe housing problems (Other Populations)		3,405	
Current Gaps			20,429

Suggested Data Sources: 1. American Community Survey (ACS); 2. Comprehensive Housing Affordability Strategy (CHAS)

Describe the size and demographic composition of qualifying populations within the PJ's boundaries:

Homeless as defined in 24 CFR 91.5

The January 2022 Point in Time count indicated that there were 839 individuals experiencing homelessness in El Paso, Texas on any given day. Of those 839, 544 are single adults, 295 are in families, 183 are unsheltered, 537 are in emergency shelters and 119 are in transitional housing. An additional 19 families and 107 single adults are in permanent supportive housing, 55 single adults are in other permanent housing, and 256 households with 437 individuals are in rapid rehousing programs.

Of the approximately 55 families in emergency shelters 56.9% are experiencing homelessness for the first time. Of the 84 veterans experiencing homelessness, 60 are in shelters and the other 24 are unsheltered. Of the 79 victims of domestic violence, 20 are in families and the other 59 are single adults.

Since there are 309 available beds for families in the emergency shelter system and based on PIT data for families (and several assumptions) there are 238 individuals in families in the emergency shelter system at any given time, there appears to be no significant gap in available emergency shelter beds for families. There are 552 available beds in the emergency shelter system for single adults and 544 single adults experiencing homelessness on any given day. This indicates that our emergency shelter system is stretched to its potential capacity. Neither the analysis for families nor for single adults takes into account homelessness surge events that El Paso has seen numerous times over the past several years. These surge events include significant increases to homeless populations during the first year or two of the COVID-19 pandemic as well as several large-scale increases in migrant populations coming into El Paso. These events have stretched the emergency shelter system well beyond its capacity and have unfortunately resulted in perceived increases in unsheltered homelessness in El Paso. Due to the PIT not accounting for these surge events, it is difficult to estimate an exact number of beds and units needed to accommodate these surge events, but an increase in emergency shelter capacity is anecdotally obvious.

A key strategy to relieve the pressure on emergency shelter capacity, and reduce the need for increased beds in the system, is to prevent households from becoming homeless and move individuals and families out of shelters and into suitable permanent housing arrangements via rapid rehousing programs with intensive case management components. The City's allocation plan addresses these needs by increasing emergency shelter capacity while also placing significant focus on investments in rapid rehousing and homeless prevention through tenant-based rental assistance (TBRA) and supportive services.

At Risk of Homelessness as defined in 24 CFR 91.5

2015-2019 CHAS data indicate that there are 93,320 rental units within El Paso. Of the 33,770 households in El Paso at or below 30% AMI, 22,680 are renters. Using 30% or less of household income going towards rent payments as the metric for a unit to be affordable, it is then determined that there are 5,842 rental units in the city that are affordable to households at or below 30% AMI (2020 ACS 5-yr Table B25063). This is based on affordable rents for

this population being below \$350 per month. Since there are 22,680 renter households at or below 30% AMI and only 5,842 rental units that are affordable to those households, there is an estimated gap in affordable rental units at this income level of 16,838 units.

HOME, the housing authority for the City of El Paso has an inventory of 6,103 public housing units and strives to exceed the federal income targeting requirements by targeting more than 40% of all new admissions to public housing to families at or below 30% AMI. HOME also has 5,365 Section 8 Housing Choice Vouchers that effectively increase the stock of affordable rental units. However, HOME has an existing waiting list for HCVs of 7,032 families and 5,984 of those families have household incomes below 30% AMI. Accounting for the public housing units and HCV availability, the overall gap in affordable rental units is decreased, but a gap of approximately 11,500 units remains. This is the estimated number of households in El Paso that are at-risk of homelessness due to a lack of affordable rental housing units.

2015-2019 CHAS data also shows that there are 18,400 renter households with a housing cost burden in excess of 50% of the household's income. These households are considered to have severe housing cost burden and are at-risk of losing their homes. That same data set shows that there are 25,175 renter households that are experiencing at least 1 of 4 severe housing problems which are: incomplete kitchen facilities; incomplete plumbing facilities; more than 1 person per room; and cost burden greater than 50%. Assuming that all renter households with a housing cost burden in excess of 50% of the household's income are households at or below 30% AMI, this would mean that there are approximately 6,775 renter households at or below 30% AMI not experiencing severe housing cost burden but still experiencing one of the other three severe housing problems. This number aligns closely with the availability of 5,842 rental units that are affordable to households at or below 30% AMI as that offsets a significant amount of the 6,775 that are not severely housing cost burdened. However, it indicates a likelihood that many of those households in affordable units have more than one person per room.

Additional affordable units are needed in El Paso. As such, a portion of this allocation plan provides funding for acquisition and development of affordable rental units.

Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD in the Notice

According to 2022 PIT data, 6.9% of families and 10.8% of single adults experiencing homelessness are fleeing domestic violence. The PIT also shows that there were 295 individuals in families and 544 single adults experiencing homelessness at any given time. Using those counts and the percentages of families and individuals fleeing domestic violence, it can be estimated that a total of 79 individuals (20 in families and 59 single adults) who are experiencing homelessness are fleeing domestic violence.

Other populations requiring services or housing assistance to prevent homelessness and other populations at greatest risk of housing instability, as defined by HUD in the Notice

2015-2019 CHAS data indicate that there are 93,320 rental units within El Paso. Of the 29,525 households in El Paso between 30% and 50% AMI, 16,145 are renters. Using 30% or less of household income going towards rent payments as the metric for a unit to be affordable, it is then determined that there are 12,554 rental units in the city that are affordable to households between 30% and 50% AMI (2020 ACS 5-yr Table B25063). This is based on affordable rents for this population being between \$350 and \$600 per month. Since there are 16,145 renter households between 30% and 50% AMI and 12,554 rental units that are affordable to those households, there is an estimated gap in affordable rental units at this income level of 3,591 units. This is the estimated number of households in El Paso that are within the "Other Populations" HOME-ARP category that are at-risk of homelessness due to a lack of affordable rental housing units. This analysis assumes that no households between 30% and 50% AMI are occupying units that are affordable to households at or below 30% AMI (units with rents below \$350/month). For each of these households that does occupy a unit that is affordable to households at or below 30% AMI, that increases the number of sub-30% AMI households at-risk of homelessness.

This indicates that there is a significant gap in affordable rental units for households between 30% and 50% AMI, but that gap is not nearly as large as for those households at or below 30% AMI.

Additional affordable units are needed in El Paso. As such, a portion of this allocation plan provides funding for acquisition and development of affordable rental units.

Describe the unmet housing and service needs of qualifying populations:

Homeless as defined in 24 CFR 91.5

A service-provider survey that preceded the State of Homelessness Work Session found 92% of respondents indicating that individuals and families at risk of experiencing homelessness, and/or individuals and families experiencing homelessness are the population most in need of additional services and/or resources in our community. 28% of respondents considered Case Management as a top gap in our community's homeless service system. That is why this HOME-ARP Allocation Plan is targeted towards increasing the capacity of the emergency shelter system by investing a majority of HOME-ARP funds to rapidly rehousing those experiencing homelessness and providing intensive case management to those individuals and families to ensure sustainable housing solutions.

A key component of the State of Homelessness Work Session featured group discussions around the following topics to identify strengths and weaknesses in the homeless service system: case management, street outreach, permanent supportive housing, mental health, and prevention and diversion. Results of those discussions follows.

Case management

Following the breakout session, several community agencies raised the need for improved case management. Not only does a need exist for increasing the number of case managers in the community but there is also a need to enhance the quality of case management that already exist in current systems. By increasing the number and quality of case managers within the community, clients would significantly benefit as they can be provided with more options and better resources and services to address individual needs. Additional context on case management was brought forth by the El Paso Apartment Association that proposed having case management services for re-housed individuals will make more landlords comfortable in opening units for rapid rehousing.

Street Outreach

Street outreach was also identified as a top priority by a number of organizations. Every individual and their circumstances are not identical; therefore, tailored approaches should be undertaken. Identifying best practices for specific populations and catering to the unique needs of vulnerable individuals can increase the likelihood of successful outcomes. In addition to the implementation of a tailored approach, support for shelters and transitional living centers needs to also be prioritized considering outreach success largely depends on the availability of housing options.

Permanent Supportive Housing

Permanent supportive housing was mentioned numerous times as well, especially since it impacts other priority areas including case management and outreach. It is evident that there is a notable need for the increased availability and accessibility of housing options. Some suggested the new construction and development of more supportive communities (including landlord support) with better access to wraparound services, especially for disadvantaged youth and people with disabilities that are often underserved (i.e., tiny homes that include the option of renting to own).

Mental Health

The lack of available services for those that are impacted by mental health issues is a growing concern throughout the community. Community stakeholders have expressed the dire need for increased access and availability of mental health services. By improving the accessibility and availability of mental health services, the stigma associated can also be addressed; fostering an environment where individuals are more receptive to intervention and general assistance.

Utilizing psychiatric services has proven to be effective in various facilities that serve the homeless and vulnerably housed. Due to the Covid-19 pandemic and other factors, the implementation of tele-psychiatry services for clients should also be considered; mental health issues can be addressed while assuring the safety of clients and staff.

Diversion and Prevention

The group collectively agreed upon the notion that diversion and prevention efforts need to be more focused. The utilization of a tiered system was sought as a possible solution. Additionally, many valid points were made including the continuously increasing cost of living in the community while wages are not. By bringing attention to the various factors that exacerbate conditions that perpetuate homelessness, appropriate action can be taken.

This allocation plan seeks to address the issues of case management, diversion and prevention, and non-congregate shelter by making funds available for rapid rehousing programs with intensive case

management components and by adding transitional non-congregate shelter units to the existing stock of resources in our community.

At Risk of Homelessness as defined in 24 CFR 91.5

Unfortunately, the high level of rental assistance that was available during the first two years of the COVID-19 pandemic have been expended and local resources are insufficient to sustain that level of assistance. As such, an increase in demand for rapid rehousing and homeless prevention services through HOME-ARP TBRA has become evident and is therefore included in this allocation plan.

Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD in the Notice

There are three agencies in El Paso with programs that focus on sheltering and housing individuals and families fleeing violence, the Center Against Sexual and Family Violence (CASFV), La Posada Home, and the YWCA Transitional Living Center. These programs have historically had the capacity to provide services to all families in need. While these populations will have equal access to HOME-ARP funded programming under this allocation plan, a need for targeting resources specifically for these populations has not arisen.

Other populations requiring services or housing assistance to prevent homelessness and other populations at greatest risk of housing instability as defined by HUD in the Notice

The needs assessment section of this plan lays out the gap in affordable housing options for households between 30% and 50% AMI and establishes that there are significant housing cost burden issues for households below 30% AMI. The City of El Paso is issuing a Notice of Funding Availability (NOFA) for \$15 million to leverage additional funding sources and construct and/or rehabilitate hundreds of affordable rental units in El Paso. A separate NOFA will be released to contract homeless prevention and rapid rehousing programs in the form of HOME-ARP TBRA in order to provide stable housing for individuals and families experiencing homelessness or at-risk of experiencing homelessness.

Identify any gaps within the current shelter and housing inventory as well as the service delivery system:

There is a gap in affordable housing units for households below 30% AMI of approximately 11,500 units. There is an additional gap of approximately 3,500 affordable units for households between 30% and 50% AMI. These populations are at great risk of homelessness and represent a capacity burden for the homeless service system, as this is in addition to the 839 individuals already experiencing homelessness on any given day in El Paso, according to the most recent PIT data. Rapid Rehousing programs across the community are under-funded and often struggle to place households in affordable units. An injection of rapid rehousing funding will allow for more households to be served and will ease the pressure on emergency shelters. At the same time additional non-congregate units are needed to further ease that capacity burden.

Under Section IV.4.2.ii.G of the HOME-ARP Notice, a PJ may provide additional characteristics associated with instability and increased risk of homelessness in their HOME-ARP allocation plan. These characteristics will further refine the definition of “other populations” that are “At Greatest Risk of Housing Instability,” as established in the HOME-ARP Notice. If including these characteristics, identify them here:

The City plans to utilize the characteristics for instability and increased risk of homelessness as established in the HOME-ARP notice. There is significant need established for households making less than 30% AMI and with severe housing cost burden, as well as families between 30% and 50% AMI with other qualifying conditions, that additional characteristics, or limiting of eligibility, is not required.

Identify priority needs for qualifying populations:

As described throughout this allocation plan, the priority needs for qualifying populations are availability of non-congregate shelter for persons experiencing homelessness and persons fleeing domestic violence, as well as access to affordable, stable housing options for those at-risk of homelessness and other lower-income El Pasoans.

Explain how the PJ determined the level of need and gaps in the PJ’s shelter and housing inventory and service delivery systems based on the data presented in the plan:

Data from the most recent Point-in-Time Count, CHAS, and American Community Survey data were used to establish the level of need and gaps in shelter and housing inventory as presented in the Needs Assessment and Gaps Analysis section of this plan. Service delivery system needs and gaps were identified through the State of Homelessness Work Session activities and the Community Needs Assessment detailed in the Consultation section of this plan.

HOME-ARP Activities

Describe the method(s) that will be used for soliciting applications for funding and/or selecting developers, service providers, subrecipients and/or contractors:

Notices of Funding Availability for acquisition and/or development of affordable rental housing, TBRA programs, and development of non-congregate shelter will be released by the City's Department of Community + Human Development. Local government entities, non-profit organizations, and for-profit developers are eligible to apply for HOME-ARP funds. Preference will be given to proposals that leverage other funding sources and expand the impact and long-term sustainability of HOME-ARP investments.

For construction projects, once subrecipients are identified, written agreements with subrecipients will dictate procurement requirements for selection of contractors and subcontractors.

Describe whether the PJ will administer eligible activities directly:

The City of El Paso will not be administering eligible activities directly. All eligible activities will be sub-awarded to subrecipients and their contractors, as applicable

If any portion of the PJ's HOME-ARP administrative funds are provided to a subrecipient or contractor prior to HUD's acceptance of the HOME-ARP allocation plan because the subrecipient or contractor is responsible for the administration of the PJ's entire HOME-ARP grant, identify the subrecipient or contractor and describe its role and responsibilities in administering all of the PJ's HOME-ARP program:

This is not applicable to the City of El Paso HOME-ARP Allocation Plan.

Use of HOME-ARP Funding

	Funding Amount	Percent of the Grant	Statutory Limit
Supportive Services	\$ 1,300,000		
Acquisition and Development of Non-Congregate Shelters	\$ 1,200,000		
Tenant Based Rental Assistance (TBRA)	\$ 4,000,000		
Development of Affordable Rental Housing	\$ 2,935,888		
Non-Profit Operating	\$ 100,000	1.05 %	5%
Non-Profit Capacity Building	\$ 0	0 %	5%
Administration and Planning	\$ 0	0 %	15%
Total HOME ARP Allocation	\$ 9,535,888		

Describe how the PJ will distribute HOME-ARP funds in accordance with its priority needs identified in its needs assessment and gap analysis:

The needs assessment and gap analysis shows a need for investment in numerous areas. There is a gap in affordable rental units that puts low-income El Pasoans at risk of homelessness, there are capacity issues in emergency shelters that can be eased with more non-congregate shelter units, and TBRA to prevent homelessness and rapidly rehouse those experiencing homelessness increases affordability and reduces capacity strains in the shelter system. The above Funding Plan supports each of these needs and will provide stability for El Paso households.

\$4,000,000 is being allocated for TBRA with an additional \$1,300,000 towards case management and wraparound services for TBRA clients, and \$100,000 for operating expenses for TBRA non-profit providers; \$1,200,000 is being allocated to the acquisition and/or development of non-congregate shelter units; and the remaining \$2,935,888 is being allocated towards development of affordable rental housing.

Describe how the characteristics of the shelter and housing inventory, service delivery system, and the needs identified in the gap analysis provided a rationale for the plan to fund eligible activities:

The needs assessment and gap analysis indicates a shelter system that is regularly operating near capacity. Cold weather events, increases in migrant activity, public health emergencies, and other non-regular, but somewhat frequent, events create a surge in demand on the shelter system that cannot currently be absorbed. Increasing non-congregate shelter access allows for faster transfer of clientele out of congregate shelter freeing up beds for more individuals.

The needs assessment and gap analysis demonstrates a significant gap in affordable rental units that places thousands of El Pasoans at risk of experiencing homelessness. Adding new affordable rental units is part of that solution, while providing TBRA to keep families in their homes or to rapidly rehouse them, while also provide intensive case management services to ensure housing stability, makes the occurrence of homelessness less likely and more brief for vulnerable households in El Paso.

HOME-ARP Production Housing Goals

Estimate the number of affordable rental housing units for qualifying populations that the PJ will produce or support with its HOME-ARP allocation:

Affordable Rental Units

Budget	\$ 2,935,888.00
Cost/unit	\$ 120,000.00
HOME-ARP share of unit cost	50%
HOME-ARP cost/unit	\$ 60,000.00

Total HOME-ARP units 49

The City will seek to leverage HOME-ARP funds at a 1-to-1 match in order to produce at least 49 new affordable rental units. This is in addition other resources being deployed by the City for affordable rental housing developers to expand the stock of affordable rental units in El Paso.

TBRA

Budget	\$ 4,000,000.00
Avg. monthly TBRA assistance	\$ 900.00
Avg # month of assistance	6
Avg. total assistance per household	\$ 5,400.00

Number of households (affordable units) 741

An additional 741 affordable units will be made available through the provision of TBRA as calculated above, resulting in an estimated total affordable housing production goal of 790 units.

Describe the specific affordable rental housing production goal that the PJ hopes to achieve and describe how the production goal will address the PJ's priority needs:

As described above, the City seeks to add 790 new affordable units to the stock of affordable housing. The additional availability of these units will provide housing stability for at least 790 El Paso families that would otherwise be experiencing, or be at risk of experiencing, homelessness. This in turn will reduce the strain on capacity in the emergency shelter system and

make shelter available to more of the unsheltered population in El Paso, which according to the most recent Point-in-Time count is 159 persons on any given day.

Preferences

A preference provides a priority for the selection of applicants who fall into a specific QP or category (e.g., elderly or persons with disabilities) within a QP (i.e., subpopulation) to receive assistance. A *preference* permits an eligible applicant that qualifies for a PJ-adopted preference to be selected for HOME-ARP assistance before another eligible applicant that does not qualify for a preference. A *method of prioritization* is the process by which a PJ determines how two or more eligible applicants qualifying for the same or different preferences are selected for HOME-ARP assistance. For example, in a project with a preference for chronically homeless, all eligible QP applicants are selected in chronological order for a HOME-ARP rental project except that eligible QP applicants that qualify for the preference of chronically homeless are selected for occupancy based on length of time they have been homeless before eligible QP applicants who do not qualify for the preference of chronically homeless.

Please note that HUD has also described a method of prioritization in other HUD guidance. Section I.C.4 of Notice CPD-17-01 describes Prioritization in CoC CE as follows:

“Prioritization. In the context of the coordinated entry process, HUD uses the term “Prioritization” to refer to the coordinated entry-specific process by which all persons in need of assistance who use coordinated entry are ranked in order of priority. The coordinated entry prioritization policies are established by the CoC with input from all community stakeholders and must ensure that ESG projects are able to serve clients in accordance with written standards that are established under 24 CFR 576.400(e). In addition, the coordinated entry process must, to the maximum extent feasible, ensure that people with more severe service needs and levels of vulnerability are prioritized for housing and homeless assistance before those with less severe service needs and lower levels of vulnerability. Regardless of how prioritization decisions are implemented, the prioritization process must follow the requirements in Section II.B.3. and Section I.D. of this Notice.”

If a PJ is using a CE that has a method of prioritization described in CPD-17-01, then a PJ has preferences and a method of prioritizing those preferences. These must be described in the HOME-ARP allocation plan in order to comply with the requirements of Section IV.C.2 (page 10) of the HOME-ARP Notice.

In accordance with Section V.C.4 of the Notice (page 15), the HOME-ARP allocation plan must identify whether the PJ intends to give a preference to one or more qualifying populations or a subpopulation within one or more qualifying populations for any eligible activity or project.

- Preferences cannot violate any applicable fair housing, civil rights, and nondiscrimination requirements, including but not limited to those requirements listed in 24 CFR 5.105(a).

- The PJ must comply with all applicable nondiscrimination and equal opportunity laws and requirements listed in 24 CFR 5.105(a) and any other applicable fair housing and civil rights laws and requirements when establishing preferences or methods of prioritization.

While PJs are not required to describe specific projects in its HOME-ARP allocation plan to which the preferences will apply, the PJ must describe the planned use of any preferences in its HOME-ARP allocation plan. This requirement also applies if the PJ intends to commit HOME-ARP funds to projects that will utilize preferences or limitations to comply with restrictive eligibility requirements of another project funding source. **If a PJ fails to describe preferences or limitations in its plan, it cannot commit HOME-ARP funds to a project that will implement a preference or limitation until the PJ amends its HOME-ARP allocation plan.** For HOME-ARP rental housing projects, Section VI.B.20.a.iii of the HOME-ARP Notice (page 36) states that owners may only limit eligibility or give a preference to a particular qualifying population or segment of the qualifying population **if the limitation or preference is described in the PJ's HOME-ARP allocation plan.** Adding a preference or limitation not previously described in the plan requires a substantial amendment and a public comment period in accordance with Section V.C.6 of the Notice (page 16).

Template:

Identify whether the PJ intends to give preference to one or more qualifying populations or a subpopulation within one or more qualifying populations for any eligible activity or project:

No preference is anticipated for any qualifying population or subpopulation for placement into acquired and/or developed affordable rental units under this Plan. Placement into non-congregate shelter and TBRA will follow the coordinated entry (CE) prioritization system as detailed in the attached Coordinated Entry Policies and Procedures.

If a preference was identified, explain how the use of a preference or method of prioritization will address the unmet need or gap in benefits and services received by individuals and families in the qualifying population or subpopulation of qualifying population, consistent with the PJ's needs assessment and gap analysis:

The CE prioritization evaluates households by severity of need and prioritizes placement of those with the greatest need above those with lesser need. A full explanation of the CE prioritization process is detailed in the attached Coordinated Assessment System Policies and Procedures.

Limitations in a HOME-ARP rental housing or NCS project

Describe whether the PJ intends to limit eligibility for a HOME-ARP rental housing or NCS project to a particular qualifying population or specific subpopulation of a qualifying population identified in section IV.A of the Notice:

The City does not anticipate limiting eligibility for any HOME-ARP rental housing or NCS to any one or more qualifying population nor subpopulation. Since funds will be allocated to specific projects based on responses to Notices of Funding Availability, should any project require limited eligibility, a substantial amendment to the Plan will be approved through established requirements for substantial Annual Plan amendments in compliance with Federal regulations.

If a PJ intends to implement a limitation, explain why the use of a limitation is necessary to address the unmet need or gap in benefits and services received by individuals and families in the qualifying population or subpopulation of qualifying population, consistent with the PJ's needs assessment and gap analysis:

Should an Annual Plan substantial amendment be required for any HOME-ARP project, this information will be detailed in that Annual Plan amendment.

If a limitation was identified, describe how the PJ will address the unmet needs or gaps in benefits and services of the other qualifying populations that are not included in the limitation through the use of HOME-ARP funds (i.e., through another of the PJ's HOME-ARP projects or activities):

No limitations identified at this time, however, should an Annual Plan substantial amendment be required, this information will be detailed in that amendment.

Appendices

Appendix 1. State of Homelessness Work Session White Paper

Overview

The City of El Paso, Department of Community and Human Development conducted a half-day work session on Thursday, January 6th, 2022 to discuss the state of homelessness in El Paso. The State of Homelessness work session was facilitated by Nicole Ferrini, Chief Resilience Officer of the City of El Paso's Community and Human Development Department.

The intention of the work session was to convene key stakeholder partners in homeless service provision so that the City of El Paso can have a better understanding of the need for resources to fill gaps in the homeless service provider system and identify resources available to fill those gaps and create opportunities. This work session also served as a key component of the HOME ARP allocation plan consultation process and validated the City of El Paso's initial assessment of investing those funds.

Agency Participation

The following agencies attended the State of Homelessness work session:

County of El Paso	La Posada Home, Inc.
City of El Paso	Paso del Norte Community Foundation
Child Crisis Center	Project Amistad
Diocesan Migrant & Refugee Services, Inc.	Project Vida
El Paso Apartment Association	Rescue Mission of El Paso
El Paso Coalition for the Homeless	The Salvation Army
El Paso Center for Children	The Opportunity Center
El Paso Human Services	University Medical Center
El Paso HOME	United Way of El Paso
El Paso Veterans Affairs	Underserved Communities Foundation
El Paso Villa Maria	Volar Center for Independent Living
Emergence Health Network	YWCA Paso del Norte Region
Family Endeavors, Inc.	

Community Stakeholder survey

Survey Background

An agency pre-work session survey was sent out to the participant list. Responses from the survey were used to frame the discussions during the work session. Respondents were comprised of agencies and organizations that assist families and individuals experiencing homelessness, or at risk of homelessness. **20 organizations responded** to the survey, which includes **25 individuals**. Survey consisted of **eight** qualitative questions.

Summary of Survey Results

The differences and similarities identified in this report provide critical information about how community partners perceive the homeless community needs.

Results were as follows:

- I. **92% of the respondents believe individuals and families at risk of experiencing homelessness, and/or individuals and families experiencing homelessness are the population most in need of additional services and/or resources.**
- II. **28% of respondents consider Case Management as a top gap in our community's homeless service system. Concerns included lack of funding, lack of case managers, and inconsistencies in case management standards. Also, 20% noted lack of mental health services a top gap in the system.**
- III. **20% of respondents believe resources should be allocated to case management to address the gaps in the system, and 20% believe resources should be allocated to mental health services.**
- IV. **44% of respondents believe collaboration is the top strength in our community's homeless service system.**
- V. **32% of respondents stated resources should be allocated to housing programs to leverage the strengths of the homeless service systems.**
- VI. **28% respondents credited the Delta Welcome Center as the most successful initiative that safeguarded families and individuals experiencing homelessness, or at risk of experiencing homelessness during COVID-19. 28% also credited programs to prevent homelessness such as RRH.**
- VII. **44% have no concerns about sharing data with the local Public Health Information Exchange, as long as client PPI is protected.**
- VIII. **12% expressed the need for effective collaboration and leadership.**

USICH Strategic Planning Feedback

The United States Interagency Council on Homelessness (USICH) recently did a robust outreach initiative on revamping the strategic planning on homelessness. The following initiatives and priorities were presented at the work session:

- End the criminalization of homelessness and implement solutions that treat **housing as a right**.
- Commit to addressing **racial disparities and advancing racial equity** across systems, policies, and programs that target structural harm and generational trauma, incorporate intersectional lenses, and provide culturally relevant resources and services.
- **Align housing resources and strategies** at every level of government.
- Create new and preserve existing **affordable housing**.
- **Prevent homelessness** through a regional systems-level approach that reduces evictions and provides flexible cash assistance as well as quick access to mainstream benefits.
- **Streamline referral and intake processes** to reduce barriers to housing and strengthen implementation of the Housing First approach.
- Increase availability of and access to **supportive and wraparound services** that pair with housing interventions.
- Support **community-driven solutions** and systems that provide and facilitate **flexibility and coordination**, particularly between the health and homeless systems.
- Acknowledge **unique barriers and tailor solutions** to meet diverse needs of BIPOC (Black, Indigenous, and People of Color), LGBTQ+, Veterans, and youth.
- **Create partnerships** for local communities, providers, and people with lived experience to work together with the federal government throughout the policymaking process.
- Expand the availability and accessibility of **affordable housing**.
- Meaningfully include—compensate and/or hire—people with lived experience in decision-making processes, adopting the notion of “**nothing about us without us**.”
- Address systemic bias to disrupt barriers that further historic disparities.
- Incorporate a **whole-of-person approach** to care that recognizes unique barriers and needs, and provides wraparound services, including emotional, social, and peer career supports.
- Integrate **culturally specific and trauma-informed care** to service delivery.
- Prevent homelessness with holistic efforts that **break the cycle of poverty**.
- Disrupt the vicious cycle of criminalization and homelessness by prioritizing and expanding access to **low-barrier housing and supportive services, including landlord mediation resources**.

Questions posed by the group:

The group collectively raised several pertinent questions in an effort shed light on prominent issues that act as significant barriers and exacerbate homelessness throughout the community.

How do we address the challenge of assisting individuals with co-occurring mental health and substance abuse issues?

How can we help people that fall through the cracks of existing programs?

How do we increase accessibility of health care possibilities?

How do you provide assistance for individuals without a dwelling to place them?

What incentives can be offered to landlords?

How can we provide adequate assistance for those with disabilities, lack of familial support, and limited transitional centers?

Moderated Panel

During the work session the following attendees participated in a moderated panel to define the roles that agencies historically held in the community and specific roles during the pandemic:

Andrea Ramirez, Project Amistad

Despite Amistad being a part of numerous conversations, it was “not at the table.” The agency has been in the community for 46 years and operates on a no excuses, just results philosophy. The pandemic presented many challenges for staff however, the challenge was accepted. Staff engaged the frontlines with effective strategy and ample experience to acquire necessary resources (i.e., PPE) and train their team accordingly to combat Covid-19. - Beautiful disaster/perfect storm

Amistad helped the community by providing essential transportation services and managed care for those in need, especially veterans and individuals dealing with homelessness. Amistad not only incorporated heightened safety measures to protect staff and clients but also continuously worked with several entities (with homeless initiatives) to maximize strengths and relationships to continue to serve El Paso.

Ben Miranda, Family Endeavors Inc.

Although Endeavors has operated in El Paso since 2017, the agency is no stranger to serving vulnerable populations. Endeavors has provided social services to communities throughout the State of Texas for over 50 years and has been able to expand across the United States and Puerto Rico.

The pandemic brought on a unique set of challenges, forcing Endeavors and similar agencies to step up to continue to best serve the community. From 2017-2019 the agency was able to serve approximately 2,000 clients. During the first 8 months of the pandemic, over 18,000 clients were served through the collaboration of other community agencies and programs. Endeavors can attribute its success to having difficult but necessary conversations for the benefit of their many clients. Nevertheless, Endeavors will continue to utilize their staff to provide emergency and crisis response in various capacities to best serve community veterans, migrant families, and others that require assistance.

Beth Senger, El Paso Center for Children

The El Paso Center for Children has focused on the youth for 103 years, specifically individuals 25 and under. As a result of the pandemic, the agency saw a massive influx, forcing budget adjustments not to solely meet client needs but staffing needs as well.

The pandemic along with the expansion of facilities (i.e., Fort Bliss) shed light on the critical need for human service professionals. Fulfilling this need proved to be a significant challenge. As a result, the discussion of permanent adjustment of pay scales was brought forth. Due to higher pay adjustments, funds allocated to housing costs were lessened in some instances. These challenges raised the following question: how does an organization attract and retain talent, while maintaining budgets, meeting the demand for resources, and providing services to vulnerable youth in the community?

In this population, ages served by the El Paso Center for Children range from 11-25. Consequently, restrictions in the licensed facility (State regulated) for minors were amplified immensely. Additionally, with housing costs continuously rising, the difficulty for staff to find adequate housing and maximize dollars for the youth has increased. Despite these challenges, there is hope moving forward. With partnerships with the City of El Paso, the El Paso Coalition for the Homeless, and other community agencies, the El Paso Center for Children can continue to provide ample support.

Camille Castillo, El Paso Coalition for the Homeless

In January of 2020, discussions throughout the agency began to prepare for the *'what'* was to potentially come. Although the impact of the impending pandemic was largely unexpected, in March, an epidemiologist was brought in to provide significant information and explain what the community could possibly face in the near future.

Like many of the social service agencies in the community, the El Paso Coalition for the Homeless was met with numerous challenges throughout the pandemic, however, operations could not cease. Business as usual continued but changed drastically (i.e., the implementation of social distancing, technical assistance, collaboration to understand flexibilities to meet federal and state regulations, etc.), showing the true resiliency of this community over the last two years. Nonetheless, community partners continue to work tirelessly together to navigate through barriers and meet the evolving needs brought on by an ever-changing world.

John Martin, Opportunity Center

The Opportunity Center has been operating for 28 years. In March 2020, discussions began with the City of El Paso regarding capacity related issues. By April of 2020, Delta was activated, which includes the Haven and Welcome Center. The Haven began initially as a shelter and overflow facility for the Opportunity Center (in order to meet social distancing guidelines) and utilized transportation from the County. The Welcome Center is a point of entry and had a vetting process before transferring individuals to other facilities throughout the community.

Partners were essential for operations during the pandemic and played a major role in the serving approximately 3,000. The Opportunity Center did not avoid hardships. One significant hurdle was case management; it was very limited. As a result, other agencies (i.e., Amistad) were introduced to provide assistance. There was also a need for in-person coordinated entry; staff provided by the County, were deployed to help.

The Opportunity Center has operated under a “recovery through service principle” since it’s inception; staff have diverse backgrounds, many of which have had lived and professional experiences with homelessness. The mixture of experiences, expertise, and perspectives collectively works to make a difference in many lives. Overall, there is an existing need for a fixed welcome center facility that is enticing to not only potential clients but service providers. Despite the many challenges faced as a direct result of the pandemic, there is an underlying blessing. The pandemic brought to the forefront, numerous issues that are plaguing the community (i.e., mental health, accessibility and availability of services, lack of resources, coordination of street outreach, etc.). Now that there is increased awareness, the attention is forcing necessary change.

Priority Needs

During the work session, participants were randomly selected for breakout rooms. The questions that were posed to the group by the facilitator, Nicole Ferrini, included the following: what are some of the biggest priority needs in our community and what are some possible solutions?

After a fifteen-minute breakout session, the following priorities and areas in need were identified amongst the participants: case management, outreach, permanent supportive housing, coordinated entry, enhanced training, mental health, diversion and prevention, and community collaboration. The findings from the breakout sessions were relatively aligned with survey results.

Case management

Following the breakout session, several community agencies implored the need for improved case management. Not only does a need exist for the amount of case managers in the community but there is also a need to enhance the quality of case managers that already exist in current systems. By increasing the number and quality of case managers within the community, clients would significantly benefit as they can be provided with more options and better resources and services to address individual needs. Additional context on case management was brought forth by the El Paso Apartment Association that proposed having case management services for re-housed individuals will make more landlords comfortable in opening units for rapid rehousing.

Street outreach

Street outreach was also identified as a top priority by a number of organizations. Every individual and their circumstances are not identical; therefore, tailored approaches should be undertaken. Identifying best practices for specific populations and catering to the unique needs of vulnerable individuals can increase the likelihood of successful outcomes. In addition to the implementation of a tailored approach, support for shelters and transitional living centers needs to also be prioritized considering outreach success largely depends on the availability of housing options.

Permanent Supportive Housing

Permanent supportive housing was mentioned numerous times as well, especially since it impacts other priority areas including case management and outreach. It is evident that there is a notable need for the increased availability and accessibility of housing options. Some suggested the new construction and development of more supportive communities (including landlord support) with better access to wraparound services, especially for disadvantaged youth and people with disabilities that are often underserved (i.e., tiny homes that include the option of renting to own).

Coordinated Entry

Coordinated entry is critical and should be prioritized in the fight against homelessness in our community. Improving communication between community agencies allows for more efficient and effective coordination and delivery of information and resources. Higher efficiency and effectiveness of coordinated entry can assist with navigation and provide a pathway to ending homelessness.

Training

Evidenced-based training and programs, along with trauma informed care can be useful tools for mitigating homelessness. Several agencies in the community have alluded to the need for enhanced training practices and implementation. All of which, can be utilized to better serve the many clients in need.

Mental Health

The lack of available services for those that are impacted by mental health issues is a growing concern throughout the community. Community stakeholders have expressed the dire need for increased access and availability of mental health services. By improving the accessibility and availability of mental health services, the stigma associated can also be addressed; fostering an environment where individuals are more receptive to intervention and general assistance.

Utilizing psychiatric services has proven to be effective in various facilities that serve the homeless and vulnerably housed. Due to the Covid-19 pandemic and other factors, the implementation of tele-psychiatry services for clients should also be considered; mental health issues can be addressed while assuring the safety of clients and staff.

Diversion and Prevention

The group collectively agreed upon the notion that diversion and prevention efforts need to be more focused. The utilization of a tiered system was sought as a possible solution. Additionally, many valid points were made including the continuously increasing cost of living in the community while wages are not. By bringing attention to the various factors that exacerbate conditions that perpetuate homelessness, appropriate action can be taken.

Community collaboration

Collaboration amongst community agencies can eliminate gaps in service delivery, and ultimately provide better resources for clients in need. In addition to collaboration amongst non-profit organizations, the private sector should be included as well. By making homelessness an economic development issue, more entities can be brought to the forefront and used as vehicles to not only

garner more resources but also enhance the quality of services rendered to the most vulnerable in our population, contributing to the ongoing efforts to end homelessness.

Conclusion

The State of Homelessness Session, while being the first of its kind will not be the last. The City of El Paso is committed to convening sessions in the future to better align resources amongst the social service provider network. Overarching themes that we heard throughout the session include access to mental health care, case management services and permanent supportive housing for difficult to house populations. While the efficacy of the “housing first” philosophy is acknowledged by the City and the Social Service providers, for certain populations, transitional housing may be a better option, particularly in the context of populations that require additional assistance and services. Integration of homelessness data into the Public Health Information Exchange (PHIX) will allow for better-informed decision-making for future deployment of resources to address the challenges and gaps within homeless service provision. Surge capacity for emergency shelter was briefly discussed, and the last 2 years of surge events in homelessness, whether it be migrant or COVID related, illustrates that this continues to be a serious gap within the homeless service system. As we heard in the session, community collaboration and the alignment of resources is critical as we work to continue to respond to the effects of the COVID-19 pandemic.

Appendix 2. Community Needs Assessment

Overview

The Department of Community and Human development introduced the Community Needs Assessment to document and gather robust public input on what is needed to improve their communities. The Community Needs assessment (CNA) serves as the starting point in addressing community vulnerabilities. In September of 2022, at the beginning of the entitlement funding cycle, the Department of Community and Human Development (DCHD) launched the Community Needs Assessment process. The purpose of the CNA is to obtain viewpoints from community members regarding housing and community development needs and proposed activities that support identified community vulnerabilities.

This process was led by the DCHD Civic Empowerment team. The DCHD Civic Empowerment team's primary objective is to advance equity, build sustainability and improve community outcomes through equitable programming volunteerism, and education designed to empower residents and strengthen their relationship with local government. In order to provide objective findings and conclusions, members of the CNA team do not administer or oversee DCHD grants, nor do they influence annual DCHD policies or procedures.

Community Vulnerabilities are defined as groups and communities at a higher risk for poor health as a result of the barriers they experience to social, economic, political, and environmental resources, as well as limitations due to illness or disability (National Collaborating Centre for Determinants of Health 2022).

DCHD conducted 13 one on one interviews with members of Council, civilians, and business owners. 120 individual survey responses resulting from a total of 45 submitted surveys, that pertinent data was collected.

Community stakeholders and community members were invited to participate in one of seven roundtable discussions, which resulted in a total of 96 participants. In addition to roundtable discussions, DCHD conducted one on one interviews with members of Council, community members and leaders from community organizations. Thirteen individual stakeholder interviews were conducted;

Overall, a total of nearly 500 unique factors were captured and entered into the Community Needs Assessment wheel outlining the strengths, weaknesses and improvement areas within the community.

Communities of Excellence

The City of El Paso creates opportunities for innovation and collaboration through strategic partnerships which have been demonstrated throughout our Communities of Excellence Initiative. Communities of Excellence (COE) is a formalized group of community organizations, across key sectors that take a systemic approach to improving overall community performance through collaboration and partnerships. The COE is an essential part of the planning process because it allows for businesses, organizations, and governments to collaborate more successfully across sectors, and align their strategic priorities more effectively. The Community Needs Assessment consisted of a combination of surveys and focus groups from organizations representing the following categories:

- Equity + Inclusion
- Housing +Homelessness
- Family Stability
- Health and Wellbeing
- Food Security

To ensure maximum participation and representation, organizations that have a vested interest in each one of the categories were also invited to participate. Below are organizations that had a representative at our Community Roundtables.

Equity + Inclusion <ul style="list-style-type: none">•YWCA•Volar•Retired and Senior Volunteer Program•Sunrise El Paso•Justice Leadership Council	Housing + Homelessness <ul style="list-style-type: none">•Amistad•HOME•Opportunity Center•Coalition for the Homeless•Salvation Army	Family Stability <ul style="list-style-type: none">•EP Center for Children•Workforce Solutions Borderplex•Philosophic Systems Institute•United Way
Health and Wellbeing <ul style="list-style-type: none">•Emergence Health Network•Paso Del Norte Health Foundation•MCA Foundation•Mental Health Policy Institute•Project Vida	Food Security <ul style="list-style-type: none">•Desert Spoon•UT Health•Emergency Food and Shelter Program Board•El Paso Community Foundation	Government <ul style="list-style-type: none">•EPPD•EPISD•YISD•County•DMD•UTEP
NGO <ul style="list-style-type: none">•Texas Gas•El Paso Electric	Civil Society <ul style="list-style-type: none">•Neighborhood Associations•El Paso Neighborhood Coalition•Neighborhood Leadership Academy•Boards and Commissions	Businesses <ul style="list-style-type: none">•Microsoft•LIFT Fund•El Paso Chamber of Commerce•Hispanic Chamber of Commerce

Perceptions Assessment Methodology:

Civic Empowerment assessed perceptions by engaging COE Stakeholders, Neighborhood Associations and members of the public by conducting formal stakeholder input sessions. This method allowed us to capture stakeholder feedback collected in 12 different categories, ranging from leadership and strategy, health and wellbeing, infrastructure and environment, and economy and society. Participants were asked to assess whether the input is an area of strength or if it's an area of improvement.

The key tools to analyze and assess stakeholder feedback is done through a perceptions assessment tool. The perceptions assessment tool is a circular model composed of twelve drivers that represent the main outcomes that a resilient city should aim for. The perceptions assessment tool provides a set of 52 indicators and adequate metrics for measuring and assessing city's resilience.

The Perceptions Assessment Tool helps us assess the personal views of various stakeholders gathered through interviews, online surveys, focus groups, workshops, conferences and meetings. A wide range of stakeholders was approached with the aim to give voice to city groups that are usually excluded from the decision-making process. Thus, the different initiatives involved city districts' council members, city staff and elected officials, central government authorities, NGOs, neighborhood associations, homeless, senior citizens and more.

Each participant was asked a series of questions:

1. What is El Paso's greatest vulnerability?

2. What is El Paso's greatest strength?

Each of those responses were recorded as a factor of resilience. A factor is an asset, system, practice or procedure that contributes to the city's ability to prepare, recover, and adapt in the face of shocks and stresses. The objectives for the Perceptions Assessment Tool included:

- Establish a baseline of the city's resilience strengths and vulnerabilities as perceived by city stakeholders through a qualitative but systemic and inclusive process
- Surface key priorities, opportunities and issues
- Engage stakeholders in a meaningful way

Each of the factors that were recorded were then assigned a corresponding resilience driver. Resilience drivers are indicators that essentially tell us what matters most when a city faces chronic stresses or sudden shocks. Below are the 12 resilience drivers that were assigned to each one of the factors given during the roundtable sessions and surveys:

Resilience Drivers:

1. Meets Basic Needs
2. Supports livelihoods & employment
3. Ensures public health services
4. Promotes cohesive & engaged communities
5. Ensures social stability, security & justice
6. Fosters Economic prosperity
7. Maintains & enhances protective natural & manmade assets
8. Ensures continuity of critical services
9. Provides reliable communication & mobility
10. Promotes leadership & effective management
11. Empowers a broad range of stakeholders
12. Fosters long term integrated planning

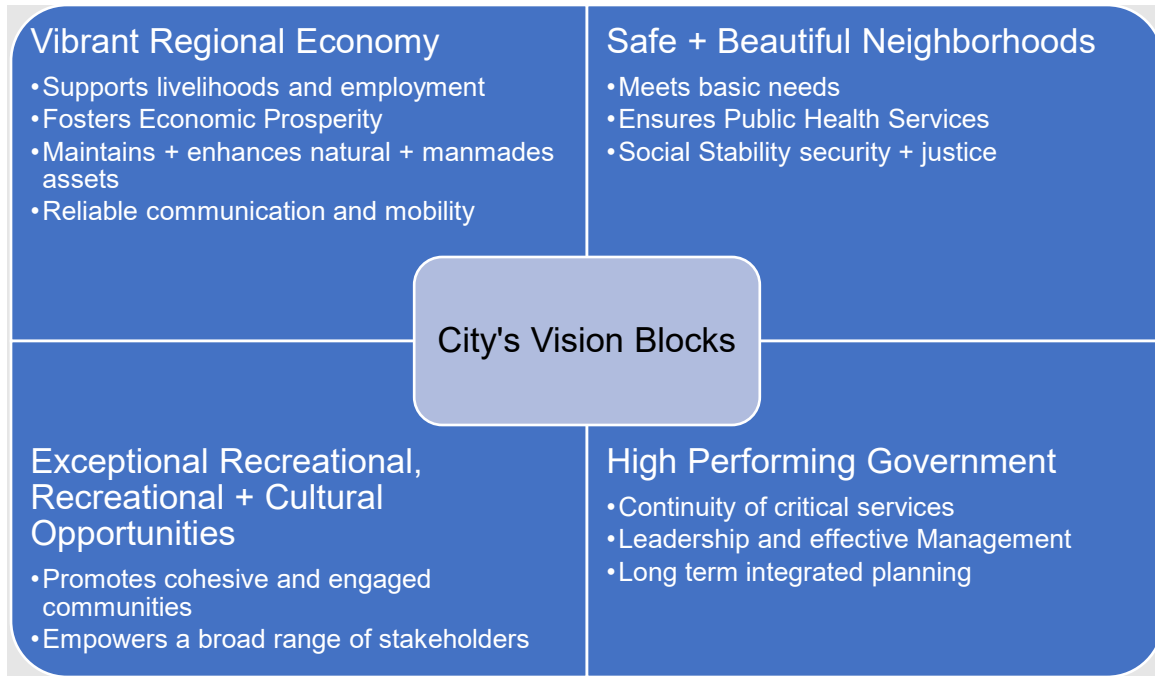
The City of El Paso has adopted 4 Vision Blocks for the City of El Paso. These vision blocks ensure that each one of our City's strategic objective share alignment across the organization. The vision blocks can be seen below in Figure 1.

Figure 1: City of El Paso's Strategic Vision Blocks



To ensure that each of the resilience factors aligned with the City's vision blocks, we then categorized them within the City's 4 vision blocks. Below in Figure 2, Each of the 12 resilience factors can be categorized in our City's 4 vision blocks as seen below.

Figure 2: Resilience Drivers Categorized by Vision Block



Community Roundtables:

During the month of September 2022, the Community and Human Development department began hosting a series of roundtable events to acquire valuable responses from the community regarding housing and community development needs. The Community Needs Assessment was launched with the primary objective of improving the quality of life for residents through equity, education and empowerment. A total of seven roundtable discussions were held.

Roundtable discussions, which resulted in a total of 96 participants, were offered in a variety of platforms ranging from a hybrid model, allowing individuals in an in-person setting to collaborate with those who selected to contribute virtually. Of those 96 participants, 31 community members were graduates of the City of El Paso's Neighborhood Leadership Academy, resulting in two Advanced Neighborhood Leadership Academy sessions. Participants within these exclusive sessions are actively involved community members that share a unique perspective to include solutions, on issues facing the community.

In addition to community residents, stakeholders from various community organizations, were present to discuss key issues within the sectors of Housing and Homelessness, Health and Wellbeing, Food Security and Family Stability; subject matter experts from El Paso Coalition for the Homeless, The Opportunity Center, YWCA, Project Amistad, United Way, The El Paso Community Foundation were among the organizations represented.

In order to accurately capture the information being provided during all roundtable discussions, the Civic Empowerment team utilized the use of color coded post-it notes- pink, yellow and blue, which were provided to participants. Participants were then asked to write their comments, factors, on the specific color of post-it, which allowed the team to accurately notate areas where improvement is necessary to areas of strength; pink- need to do better, yellow- doing well, but can improve, blue- area of strength.

Below is a summary of the direct responses that were recorded as part of the Community Roundtable sessions that were hosted.

<i>Method</i>	<i>Greatest Strengths/ Assets</i>	<i>Key Areas for Improvement</i>
Community Roundtables	<ul style="list-style-type: none"> • The people, the community always step up to help one another in time of need • Opportunities for growth and development • Agencies working together to address homelessness • Downtown revitalization • Working with UTEP to promote resources for youth • Binational, bicultural community • Adelante's diversion program- only one of its kind. • Organizations that invest in the environment • First time homeowner programs • Knowledge of community • Integration of community services • Family values • Entertainment • Technology • Neighborhood Leadership Academy 	<ul style="list-style-type: none"> • Engagement between city leaders and community members • Access to resources for at risk and vulnerable populations • Affordable Housing • Accessible Transportation • Streets and Maintenance • The need for more Police • Need for more activities • Better access to resources and organizations providing the resources • Housing for Seniors and Low-Income populations • Street repairs and traffic mitigation • Inclusion of community members in decision making • Resources for Seniors • Access to Mental Health resources • Low Wages • Access to food • Increases in taxes • Disability services • Economic growth • Affordable Healthcare

Strategic Leadership Interviews

In addition to the roundtable sessions and the survey, key informant interviews were scheduled with different agencies in the community. In order to select our panel of participants for the strategic leadership interviews, we targeted participants who held a leadership role utilizing the strategic vision blocks set forth in the City's strategic plan.

Stakeholder interviews were comprised of key strategic leadership under the City's four vision blocks.:

- Vibrant Regional Economy- Cindy Ramos Davison, El Paso Hispanic Chamber of Commerce
- Safe and Beautiful Neighborhoods- Debora Zuloaga, United Way of El Paso County
- Recreational, Cultural + Educational Opportunities- Eric Pearson, El Paso Community Foundation
- High Performing Government- City Manager Tommy Gonzalez

The objective was to have one-on-one conversations with key leadership that are especially knowledgeable and offer perspectives from their experience within the City's four vision blocks. These initial meetings targeted individuals representing a diversity of interests and organizations to explore a range of issues and needs. The individual nature of these discussions enabled participants to be more candid and in-depth than they otherwise might be in a larger roundtable community discussion. Moreover, discussions could be focused on the topics important to each individual.

Below is a summary of the direct responses that were recorded as part of the Strategic Leadership Interviews.

<i>Method</i>	<i>Greatest Strengths/ Assets</i>	<i>Key Areas for Improvement</i>
Strategic Leadership Interviews	<ul style="list-style-type: none"> • Interventions in homelessness • Integrated partnerships • Small businesses • Education – partnerships with UTEP and Texas Tech 	<ul style="list-style-type: none"> • Attracting businesses downtown • Handling supply chain issues/ inflationary costs • Expanding partnership opportunities • Youth is an untapped resource • Investment in specific quality of life environments and built environment around • There will always be a need for more programs

Council Member Interviews

Each of the members of Council were asked to participate on a one-on-one interview. These interviews provided additional perspective from elected officials throughout the City's eight representative districts.

Below is a summary of the direct responses that were recorded as part of the Council Member interviews that were hosted.

<i>Method</i>	<i>Greatest Strengths/ Assets</i>	<i>Key Areas for Improvement</i>
Council Member Interviews	<ul style="list-style-type: none"> • City hired an ombudsman to help expedite permitting and assist businesses • The City was able to educate the community and pilot projects throughout the pandemic. • The different Non-Profit agencies throughout the city 	<ul style="list-style-type: none"> • Labor and materials shortages • Opportunities to invest in low-moderate income areas • Focused resources to address the needs of individual homeowners • Focus resources on aging infrastructure • Need a plan and buy-in for a facility addressing food security and other vulnerabilities • Large gap for mental health services • Satellite food distribution • Need projects that benefit community as a whole

Resident Surveys

In an effort to secure well-rounded data, Community Needs Assessment surveys were sent out to various community members and community groups; a total of 45 surveys were returned, capturing 120 individual responses on various needs faced by the community, including community strengths, weaknesses, and areas of improvement.

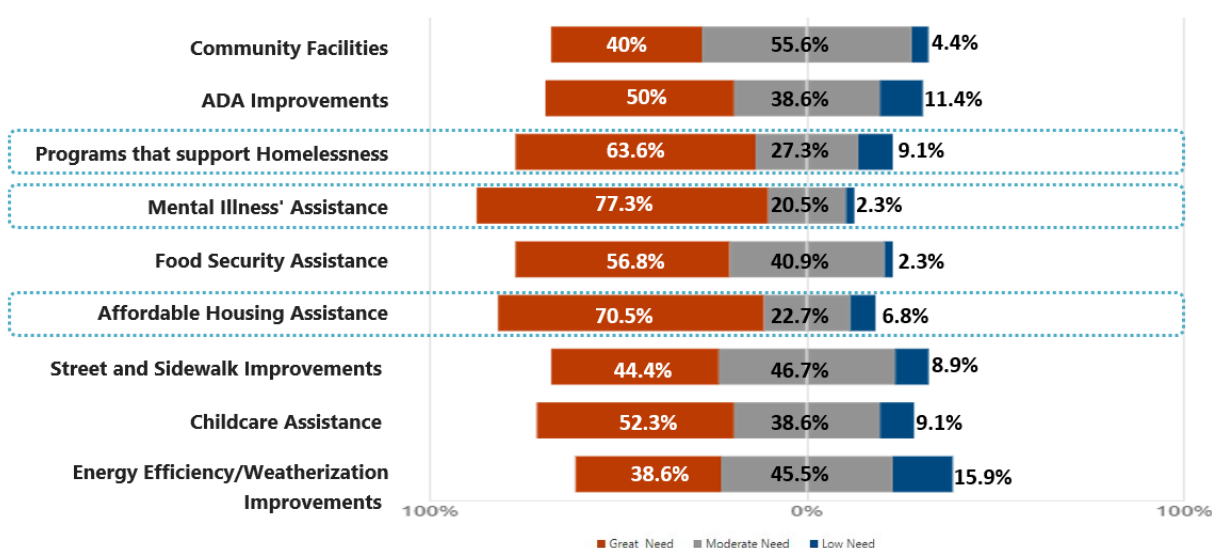
When asked the question, "What do you see as the greatest need in our community," the majority of responses stated that affordable housing was the greatest need within the community. Following the need for affordable housing, was infrastructure, which included street repairs, lighting installations, speed bumps, etc. Mental Health Accessibility, well-paying jobs, migrant assistance, resources for the unhoused, and assistance for the elderly, were also vastly noted as a great need within the community.

Regarding what makes the community most vulnerable, low wages, access to resources for underserved populations, immigration, homelessness, access to affordable housing, and the lack of attracting large scale businesses, were among the most notable responses.

Included in the survey, individuals were asked to rate the level of need for the following, Community Facilities, ADA Improvements, Programs that Support Homelessness, Mental Illness Assistance, Food Security Assistance, Affordable Housing Assistance, Street and Sidewalk Improvements, Childcare Assistance, and Energy Efficiency/Weatherization Improvements. Individuals classified the level of need by selecting “Great Need,” Moderate Need,” or “Low Need.”

Figure 3: Resident Survey Results

“Please rate the level of need of each of the following by selecting “Great Need” “Moderate Need” or Low Need”



Community Facilities were viewed as a Moderate Need, with nearly 56 percent of the responses classifying it as such. Half of the responses, rated ADA Improvements as a Great Need. Programs that Support Homelessness were also seen as a Great Need at almost 64 percent of responses. Mental Illness Assistance was selected as a Great Need by 34, (or 77 percent) of the 45 individuals who submitted a survey. Food Security Assistance and Affordable Housing, and Childcare Assistance were also identified as a Great Need within the community. Street and Sidewalk Improvements in addition to Energy Efficiency/Weatherization Improvements, were noted as Moderate Needs.

Figure 3 was based on 9 categories of focus; *Community Facilities, ADA Improvement, Programs the Support Homelessness, Mental Illness' Assistance, Food Security Assistance, Affordable Housing Assistance, Street and Sidewalk Improvements, Childcare Assistance and Energy Efficiency/Weatherization Improvement*. Participants were asked to rank priorities based on a scale of low need, moderate need and great need. The following are the results that were recorded:

- **3 Greatest Need Categories**
 - Mental Illness' Assistance 77.3%
 - Affordable Housing Assistance 70.5%
 - Programs that Support Homelessness 63.6%
- **3 Moderate Need Categories**
 - Community Facilities 55.6%
 - Street and Sidewalk Improvements 46.7%

Community Needs Assessment Report

- Energy Efficiency/Weatherization Improvements 45.5.%
- **3 Lowest Need Categories**
 - Energy Efficiency/Weatherization 15.9%
 - ADA Improvements 11.4%
 - Programs that Support Homelessness/ Childcare Assistance 9.1%

Senior Recognition Survey

During the Retired and Senior Volunteer Program (RSVP) celebration of 48 years of service to the community, RSVP held its recognition event on October 1st, 2022, at the Chamizal Recreation center. We Volunteers and guests were invited to a breakfast event to collect their recognition items. Volunteer and attendees also took the time to participate in submitting a community needs assessment survey. The surveys were both in English and in Spanish. Forty (40) surveys were collected from Seniors who participated in the event.

Boards and Commissions

Four City Boards and Commissions were selected to participate in the Community Need Assessment:

- **Accessibility Advisory Committee** – Addresses Accessibility concerns and compliance with the Americans with Disabilities Act.
- **AmeriCorps Seniors Advisory Council** - Advisory Council of the Retired and Senior Volunteer Program, and the Foster Grandparent Program.
- **Fair Housing Task Force**- Identifies impediments to housing and fair housing choice
- **Veterans Affairs Advisory Council**- Advisory Council related to resources available to Veterans

These boards and commissions were selected because each of the boards represent a vulnerable or underrepresented population. Capturing the voices of those who represent these populations was essential to the perceptions assessment process to ensure a wide range of perceptions were collected. A presentation to the board was conducted at each meeting and staff would record board member's feedback. Additionally, a survey was sent to each of the board members where the board member would take time to provide additional feedback based on their role as a board member and the populations they represent.

Perceptions Assessment Results

Over 420 different factors were entered into the perceptions assessment tool. According to Figure 4, you'll see that driver 4- *Promotes cohesive and engaged communities*, 6- *Fosters Economic Prosperity*, and 11- *Empowers a broad range of stakeholders* have the most perceptions associated to them. Driver 4- *Promotes cohesive & engaged communities* has the highest number of associations, with an even split of perceptions with ratings on 'need to do better' and an 'area of strength'.

Figure 4: Overall Perceptions Assessment

Community Needs Assessment Report

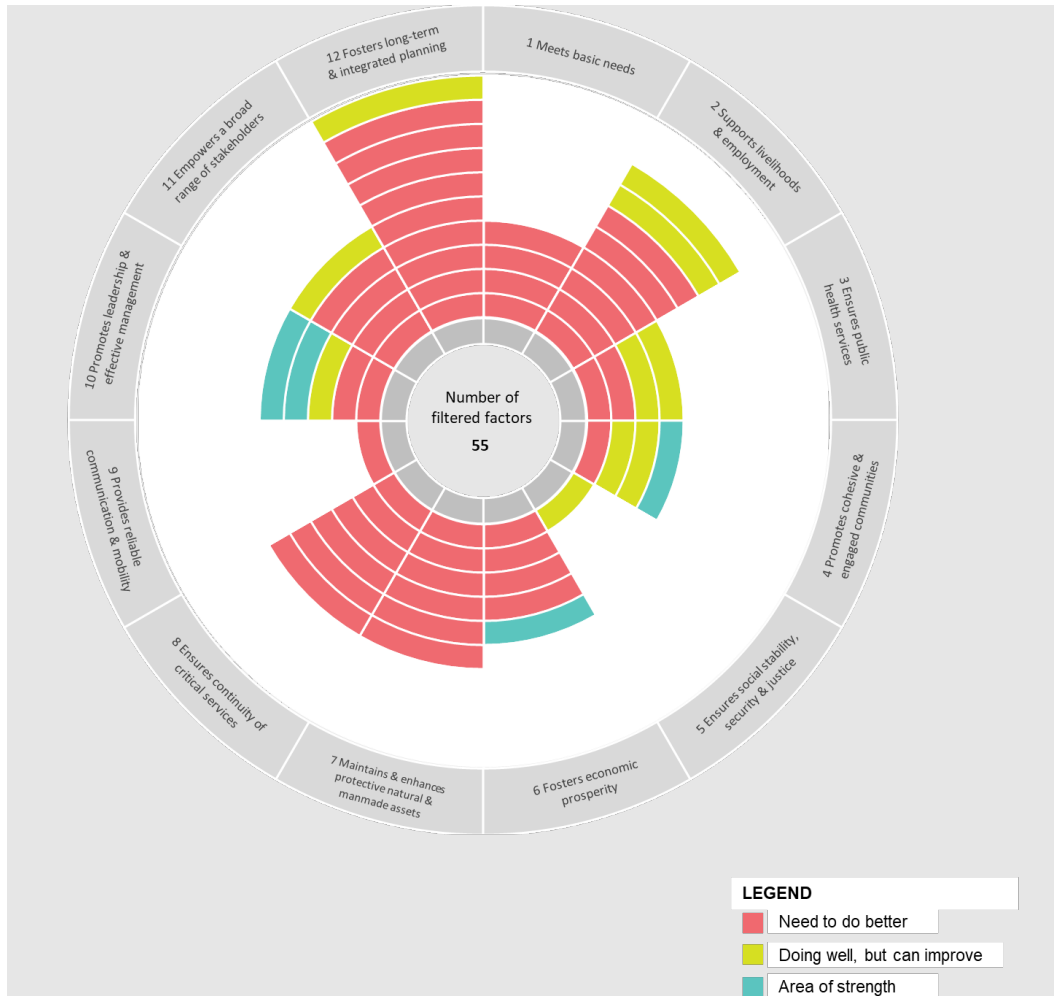


Government Perceptions Assessment

Most respondents in the government field overwhelmingly responded that *fostering long-term & integrated planning* needs to do better, followed by *supporting livelihoods and employment*. Government officials actively operate based on strategic plans that guide day-to-day operations and based on these responses, feel that the monitoring and integration of those plans needs to improve. Long-term mapping can be seen to fall short based on changes that the originally drafted standards and procedures didn't take into account. The correlation between the two drivers of fostering long-term & integrated planning and supporting livelihoods and employment demonstrates the need for change on how the City intends on amending labor policy, improving residents' access to living wages, and proactively stimulating business development. Although, based on the level of "doing well but can improve" responses in the *supports livelihoods and employment* category, if the City can ameliorate its continuous planning efforts and adopt long-term, but tangible solutions, then there may be an opportunity to shift the *supports livelihoods and employment* category into an area of strength.

Figure 5: Government Assessment

Community Needs Assessment Report

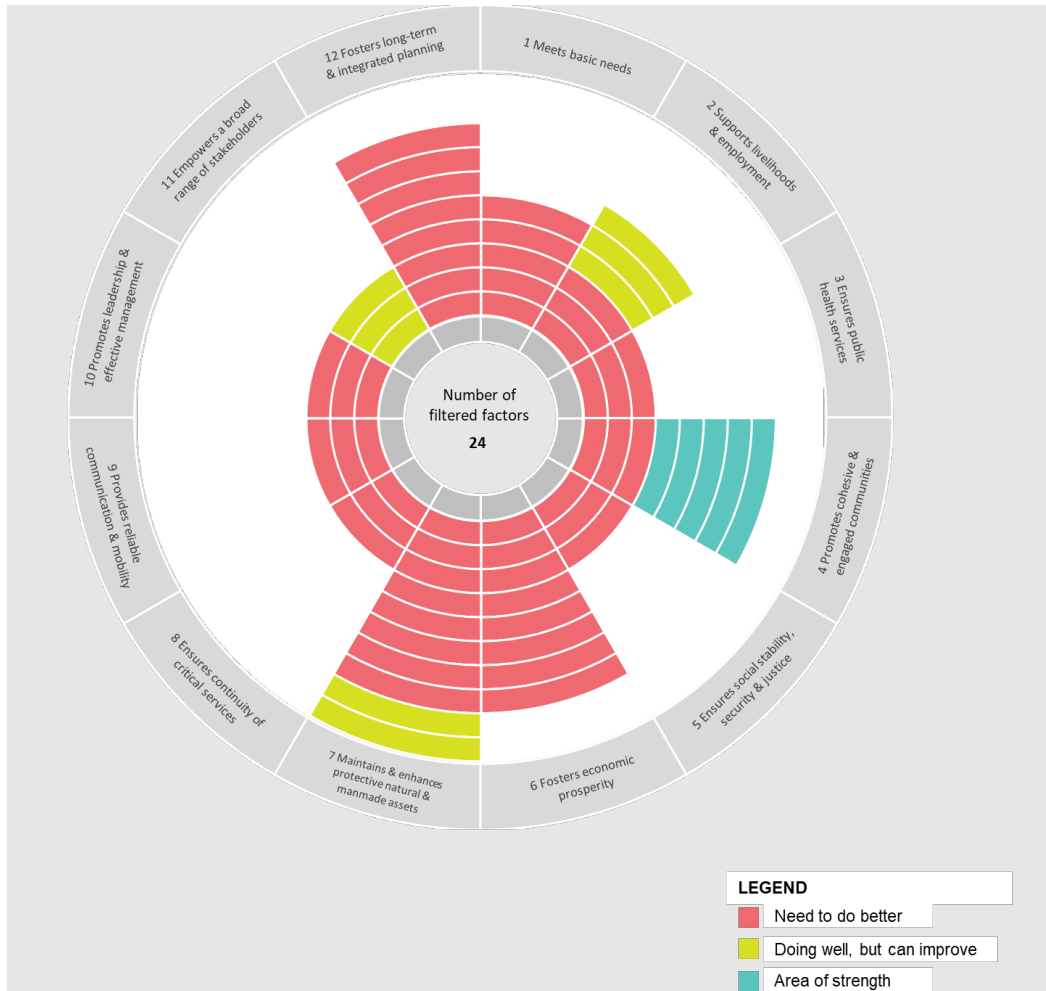


Business Perceptions Assessment

Maintaining and enhancing protective natural and manmade assets was the top factor in which the business community responded that needs improvement, with both *fosters long-term and integrated planning* and *fostering economic prosperity* immediately following. These two categories go hand-in-hand with local business development, inward investments, and subcategories that directly impact small businesses and large corporations. The business sector also provided a clear consensus in claiming that *promoting cohesive and engaged communities* is an area of strength for El Paso. This is an area of opportunity that can potentially be leveraged by continuing to engage with our community to then explore implementing environmental policy and/or safeguarding existing infrastructure, resulting in the advancement of how the City *maintains and enhances protective natural and manmade assets* to then become an area of strength. It's also important to note that driver 2 – *supports livelihoods and employment* and driver 11 – *empowers a broad range of stakeholders* received a high percentage of “doing well but can improve” from the business community.

Figure 6: Business Perceptions Assessment

Community Needs Assessment Report



Civil Society Perceptions Assessment

The Civil Society participants made up approximately 70% of the filtered factors, with a high 50/50 split of *promoting cohesive and engaged communities* needing to improve and standing as an area of strength. In reference to Figure 7 below, the area of opportunity lies in the connection between how the City galvanizes community participation and how we *empower a broad range of stakeholders*. The City has an opportunity to drive its evident influence in promoting social connectivity to strengthen its investment in educating its residents, share best practices, and diversify its stakeholders, with the intent of converting future CNA responses on driver 11 – *empowers a broad range of stakeholders* into a category that community sees as an area that the City excels in. The Civic Society assessment also demonstrated the highest percentage of feedback on needing to improve driver 2 – meets basic needs, overwhelmingly in the area of housing; nearly 90%.

Figure 7: Civil Society Assessment

Community Needs Assessment Report



Academia Perceptions Assessment

With just over 30 filtered factors from stakeholders in academia, the input provides a clear picture that the City needs to do better in supporting livelihoods and employment. Similar to other assessments though, our community's culture and manner in which it collectively unites in times of need were traits that were praised about El Paso. These stakeholders addressed concerns about food and economic insecurities that create a cycle of poverty among those who need resources the most. This wheel demonstrates yet another opportunity that entails leveraging the community's strong participation and sense of family cohesion to become more responsive to our residents' needs and insecurities by increasing their access to financial gain, skills training, and a more secure quality of life.

Figure 8: Academia Assessment

Community Needs Assessment Report



Key Takeaways- Priorities Emerging From the CNA

The Community Needs Assessment included interviews from key stakeholders, community roundtables and surveys. We listened carefully and noted that there were many linkages and convergences on many of the discussions and responses. The following are top priorities and takeaways from the CNA.

1. Meeting Basic Needs

One of the key takeaways from our analysis is that the ability to meet basic needs such as food and housing is directly connected to fostering economic prosperity. Many of the participants stressed that the community needs support in meeting basic needs such as food, housing, utilities, transportation. We also heard that even access to broadband should be considered a basic need. Many of the conversations stressed the need for supporting people experiencing homelessness with wrap around services like mental health and food support. The hardships caused by the pandemic has been widespread, and in many cases, it exacerbated challenges that households were already facing such as food insecurity or housing affordability. Thus, continuing to support a family's ability to meet basic needs is still necessary in order to achieve economic prosperity at the household level.

2. Empowering Communities

For business owners, government officials, and our neighborhood associations, there were a number of conversations about being grateful for being invited to participate, and the desire to want to *continue* to be a part of future discussions. What we heard overwhelmingly is that community and business owners alike, want to contribute to the decision-making and planning processes. The analysis also showed that there are also perception interdependencies by empowering a broad range of stakeholders, you promote cohesive and engaged communities. Meaning, stakeholder empowerment increases the ability and confidence of the issues relating to each individual. While engagement significantly increases participation, empowerment aims to enable people to take control of the actions that affects their livelihoods.

Interview and survey responses revealed a need for enhanced collaboration to advance local and regional planning. We saw a desire for long-term integrated planning within each of our perception assessments. Government officials, academia, and civil society all shared the same sentiments in the *Fosters long term integrated Planning* category. Integrated planning was particularly important when speaking to neighborhood leaders in the Advanced Neighborhood Leadership sessions. Participants often highlighted the need to have open dialogues during all phases of future planning process to ensure information is equitable shared and shaped by all stakeholders. However, there was a strong expression by some neighborhood leaders that they are being asked for input and collaboration, but their input often hasn't translated into actionable change. Communities of Excellence can be the springboard for this type of planning with members of the community, organizations can collectively deploy resources based off the community needs identified in this assessment and in turn continue to collaborate.

3. Homelessness: Mental Health and Housing Affordability

The causes of homelessness are extremely diverse and complex. The individual complexities that contribute to homelessness increases the difficulty of creating universal solutions to address homelessness. Our key takeaways from the Resident Survey results, showed us that community members see a higher need in addressing mental health, housing affordability and homelessness. These 3 causes arguably are linked to one another. Mental illness and substance abuse was often brought up on the topic of homelessness. Similarly, the discussions around rising costs and housing affordability were also discussed when the topic of homelessness was also raised. While some participants applauded the City's effort to prioritizing homelessness, the survey responses indicated a need to do more.

Poverty and homelessness exacerbate mental illness, and COVID-19 and the measures put in place to control the spread of the virus exacerbated mental health concerns for much of the community. Addressing this issue by identifying those in need of services and making those services accessible beyond the hours of 8:00 am to 5:00 pm will be important to meet the needs of this especially vulnerable population.

4. Prioritizing Multi-beneficial Projects

Funding limitations and agency capacity is always a challenge that all sectors face. Because of this, there is a need to identify projects that include multiple benefits across sectors that achieve multiple planning goals at one time. An example of this would be to situate programming or facilities with multiple benefits that can help address multiple vulnerabilities, such as mental health, housing and homelessness. Addressing multi-benefits like mental health and homelessness under one roof can provide supportive individualized services to community members and enables better outcomes as a result. This model can be used with all vulnerable populations because of the complex nature of their situations. Another population that comes to mind is opportunity youth, which often struggle with both education and employment. So tailoring solutions that address multiple vulnerabilities ensures that steps are being taken to find solutions to root causes and not symptoms.

Opportunities for Improvement

Despite information sharing and reaching across diverse sectors, we were challenged by interviewing subjects with lived experience, particularly those who are experiencing homelessness. In future needs assessments, we think a key component of our stakeholder interviews will be to ensure that voices of lived experiences are captured.

Another recommended population to capture in the future would be to ensure that the voice of our youth is represented. Particularly those within the 16–24-year-olds age range will be vital for future iterations of this assessment.

Appendix 3. Coordinated Assessment System Policies and Procedures



Coordinated Entry

Building Bridges to Overcome Homelessness

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INTRODUCTION & OVERVIEW

Topic 1: CE Participation Expectations

Description/Rationale for Policy and Procedure: Note any difference in expectations of projects that are required to participate in CE by a funder (such as those funded by HUD's CoC, ESG and HHSP Programs) versus those projects that are not contractually obligated to participate in CE but opt to do so.

The use of Coordinated Entry is a mandate in the Homeless Emergency And Rapid Transition to Housing (HEARTH) Act and embedded in regulations covering homeless assistance programs funded by the Department of Housing and Urban Development (HUD), Department of Veteran Administration and other federal and state agencies. Therefore, all programs that receive homeless assistance program funding from the above listed entities, must participate in the process. Additionally, with the recommendation of coordinated entry as a national best practice, all homeless assistance projects regardless of contractual obligation are encouraged to participate.

Procedure: Coordinated Entry participation will be assessed in the Annual Performance Reports that are required by HUD. Creating a metric by which to analyze the efficiency and effectiveness of the Coordinated Entry process will be a focus of the Coordinated Access Oversight Committee.

Topic 2: Terms & Definitions

Should include any federal, state, or local terms or acronyms that appear throughout this document

Affirmative Marketing and Outreach. The CoC Program Interim Rule at 24 CFR 578.93(c) requires recipients of CoC Program funds to affirmatively market their housing and supportive services to eligible persons regardless of race, color, national origin, religion, sex, age, familial status, or disability who are least likely to apply in the absence of special outreach, and maintain records of those marketing activities. Housing assisted by HUD and made available through the CoC must also be made available to individuals and families without regard to actual or perceived sexual orientation, gender identity, or marital status in accordance with 24 CFR 5.105 (a)(2). Nondiscrimination and affirmative outreach requirements for the ESG program are located at 24 CFR § 576.407(a) and (b).

Coordinated Assessment, Coordinated Assessment Process, or Coordinated Assessment Entry System. The CoC and ESG Program interim rules, 24 CFR § 578 and 24 CFR §§ 91 and 576, respectively, use the terms “centralized or coordinated assessment” and “centralized or coordinated assessment system;” however, HUD and its Federal partners have begun to use the terms “Coordinated Entry” and “Coordinated Entry process.” “Centralized or coordinated assessment system” remains the legal term but, for purposes of consistency with phrasing used in HUD's other written materials, these Policies and Procedures uses the terms “Coordinated Entry” or “Coordinated Entry System” (“CES”).

The CoC Program Interim Rule at 24 CFR § 578.3 defines centralized or coordinated assessment as a “centralized or coordinated process designed to coordinate program participant intake assessment and provision of referrals. A centralized or coordinated assessment system covers the

geographic area, is easily accessed by individuals and families seeking housing or services, is well advertised, and includes a comprehensive and standardized assessment tool.”

Assessment. In the context of the Coordinated Entry process, HUD uses the term “Assessment” to refer to the use of one or more standardized assessment tool(s) to determine a household’s current housing situation, housing and service needs, risk of harm, risk of future or continued homelessness, and other adverse outcomes. HUD does not intend that the term be confused with assessments often used in clinical settings to determine psychological or physical health, or for other purposes not related to preventing and homelessness of present to Coordinated Entry for housing related assistance.

Access Point. Access points are the places—either phone or physical—where an individual or family in need of assistance accesses the Coordinated Entry process.

Eligibility. In the context of the Coordinated Entry process, determining eligibility is a project-level process governed by written standards as established in 24 CFR § 576.400(e) and 24 CFR § 578.7(a)(9). Eligibility information may not be used as part of prioritization and ranking, e.g. using documentation of a specific diagnosis or disability to rank a person. Projects or units may be legally permitted to limit eligibility, e.g., to persons with disabilities, through a Federal statute which requires that assistance be utilized for a specific population, e.g., the HOPWA program, through State or local permissions in instances where Federal funding is not used and Federal civil rights laws are not violated.

Prioritization. In the context of the Coordinated Entry process, these Policies and Procedures use the term “Prioritization” to refer to the Coordinated Entry-specific process by which all persons in need of assistance who use Coordinated Entry are ranked in order of priority, in accordance with written standards established under 24 CFR 576.400(e). In addition, the Coordinated Entry process must, to the maximum extent feasible, ensure that people with more severe service needs and levels of vulnerability are prioritized for housing and homeless assistance before those with less severe service needs and lower levels of vulnerability. Regardless of how prioritization decisions are implemented, the prioritization process must follow the requirements in Section II.B.3. and Section I.D. of HUD Notice CPD 17-01.

Suitability. Suitability gauges the appropriateness of a match between a participant and a program based on that match being right for a particular person given the case at hand and resource limitations. Suitability will be considered in the matching process, but may not conflict with any other system characteristics, including the System’s low barriers, Housing First orientation, or client choice.

Scoring. In the context of the Coordinated Entry process, HUD uses the term “Scoring” to refer to the process of deriving an indicator of risk, vulnerability, or need based on responses to assessment questions. The output of most assessment tools is often an “Assessment Score” for potential project participants, which provides a standardized analysis of risk and other objective assessment factors. While assessment scores generally reflect the factors included in the prioritization process, the assessment score alone does not necessarily determine the relative order of potential participants for resources. Additional consideration, including use of case conferencing, is often necessary to ensure that the outcomes of the assessment more closely align

with the community's prioritization process by accounting for unique population-based vulnerabilities and risk factors.

Provider. Organization that provides services or housing to people experiencing or at risk of homelessness (e.g. Rescue Mission Emergency Shelter)

Participant. Person at-risk of or experiencing homelessness or someone being served by the Coordinated Entry process.

Housing Interventions. Housing programs and subsidies; these include transitional housing, rapid rehousing, and permanent supportive housing programs, as well as permanent housing subsidy programs (e.g. Housing Choice Vouchers HCV).

Emergency Solutions Grant (ESG) Program. HUD funding source to (1) engage homeless individuals and families living on the street; (2) improve the quantity and quality of emergency shelters for homeless individuals and families; (3) help operate these shelters; (4) provide essential services to shelter residents; (5) rapidly rehouse homeless individuals and families; and (6) prevent families and individuals from becoming homeless.

Homeless Housing and Services Program (HHSP). State Legislative funds administered through the Texas Department of Housing and Community Affairs and then allocated to the 8 largest cities in Texas. HHSP regulations mirror ESG regulations.

Continuum of Care (CoC). Group responsible for the implementation of the requirements of HUD's CoC Program interim rule. The CoC is composed of representatives of organizations, including nonprofit homeless providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons.

Continuum of Care (CoC) Program. HUD funding source to (1) promote communitywide commitment to the goal of ending homelessness; (2) provide funding for efforts by nonprofit providers, and state and local governments to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; (3) promote access to and effect utilization of mainstream programs by homeless individuals and families; and (4) optimize self-sufficiency among individuals and families experiencing homelessness.

Homeless Management Information System (HMIS). Local information technology system used by a CoC to collect participant-level data and data on the provision of housing and services to homeless individuals and families and to persons at risk of homelessness. Each CoC is responsible for selecting an HMIS software solution that complies with HUD's data collection, management, and reporting standards.

Vulnerability Index - Service Prioritization Decision Assistance Tool (VI-SPDAT). A survey administered to individuals to determine risk and prioritization when providing assistance to homeless and at-risk of homelessness persons.

Community Queue. A process within the Coordinated Entry HMIS System that places client(s) in a temporary holding pattern until accepted into a program.

Vulnerability Index-Youth-Service Prioritization Decision Assistance Tool (VI-Y-SPDAT). A survey administered to Youth to determine risk and prioritization when providing assistance to homeless and at-risk of homelessness persons.

Vulnerability Index-Family-Service Prioritization Decision Assistance Tool (VI-F-SPDAT). A survey administered to families to determine risk and prioritization when providing assistance to homeless and at-risk of homelessness persons.

Topic 3: CoC, ESG and HHSP Coordination

Description/Rationale for Policy and Procedure: Identify how CoC policies and procedures for CE will coordinate with written standards for providing CoC, ESG and HHSP assistance.

Required: Each CoC and ESG recipient operating within the CoC's geographic area must work together to ensure the CoC's coordinated entry process allows for coordinated screening, assessment, and referrals for ESG-funded and CoC-funded projects.

Sources: CoC Program interim rule: 24 CFR 578.7(a)(9); ESG interim rule: 24 CFR 576.400(d) and (e)

Required: The CoC, in consultation with recipients of ESG Program funds within the geographic area, must establish and consistently follow written standards for providing Continuum of Care assistance that can guide the development of formalized policies and procedures for the coordinated entry process:

- Written standards provide guidance for evaluating individuals' and families' eligibility for assistance under 24 CFR Part 578.
- Written standards provide guidance for determining and prioritizing which eligible individuals and families will receive transitional housing assistance.
- Written standards provide guidance for determining and prioritizing which eligible individuals and families will receive rapid re-housing assistance.
- Written standards provide guidance for determining what percentage or amount of rent each program participant must pay while receiving rapid re-housing assistance.
- Written standards provide guidance for determining and prioritizing which eligible individuals and families will receive permanent supportive housing assistance. *Source: CoC Program interim rule: 24 CFR 578.7(a)(9)*

Both CoC and Emergency Solutions Grants (ESG) Program interim rules, 24C § 578 and 24 CFR § 91 and 576, require the use of a CoC's Coordinated Entry process, provided that it meets HUD requirements. HHSP emulates the ESG regulations, therefore recipients are mandated to receive clients from CES. The CoC Program interim rule set the basic parameters for Coordinated Entry and left further requirements to be set by HUD notice. Under the authority of 24 CFR § 578.7(a)(8) and through Notice CPD-17-01, HUD established additional requirements that CoC's and recipients of CoC Program, ESG Program and HHSP Program funding must meet related to the development and use of a centralized or Coordinated Entry system. The ensuing set of Coordinated Entry Policies and Procedures documents the El Paso County Continuum of Care's operation of its Coordinated Entry System (CES) and acts as a guide to its continuing operation in compliance with the CoC and ESG Interim Rules and CPD 17-01.

Except as otherwise specified, these Coordinated Entry Policies and Procedures apply to our geographic area, El Paso County, and all subpopulations in the El Paso County Continuum of Care, including individuals, families, victims of domestic violence, veterans and unaccompanied youth.

Procedures: These Coordinated Entry Policies and Procedures apply to all housing and homeless services in the El Paso County Continuum of Care, including Emergency Solutions Grant-funded programs, as well as the use of the CoC's HMIS to operate the CAS (HHSP). These Policies and Procedures shall be made publicly available and must be applied consistently throughout the CoC geographic area for all populations.

Topic 4: Guiding Principles

Description/Rationale for Policy and Procedure: Define local guiding principles for the CE that capture the vision and mission of these system change efforts, such as promoting a more effective crisis response system. Guiding principles can help organize and structure local CE planning and management efforts and ensure that CoC stakeholders share a common understanding of system goals and priorities.

The goal of the Coordinated Entry process is to provide each participant with adequate services and supports to meet their housing needs, with a focus on returning them to housing as quickly as possible. Below are the guiding principles that will help meet these goals.

- **Participant Choice:** Participants will be given information about the programs available to them and have a reasonable degree of choice about which programs they want to participate in. They will also be engaged as key and valued partners in the implementation and evaluation of Coordinated Entry through forums, surveys, and other methods designed to reflect their thoughts on the effectiveness of the Coordinated Entry process.
- **Collaboration:** Because Coordinated Entry is being implemented system wide, it requires a great deal of collaboration between the CoC, all homeless service providers, mainstream assistance agencies (e.g., hospitals, and jails), funders, and other key partners. This spirit of collaboration will be fostered through open communication, transparent work by a strong governing council (the Coordinated Assessment Oversight Committee), consistently scheduled meetings between partners, and consistent reporting on the performance of the Coordinated Entry process.
- **Accurate Data:** Data collection on people experiencing homelessness is a key component of the Coordinated Entry process in accordance with HMIS Participation Standards. Data from the assessment process that reveals what resources participants need the most will be used to assist with the reallocation of funds and other funding decisions. To capture this data accurately, all assessment staff and providers must enter data into HMIS (with the exception of some special populations and other cases, outlined later in this document) in a timely fashion. Participants' rights concerning data usage will always be made clear to them, and no participant will be denied services for refusing to share their data.

- **Performance-Driven Decision Making:** Decisions to modify the Coordinated Entry process will be driven primarily by the need to improve the performance of the homelessness assistance system on key outcomes. These outcomes include reducing new entries into homelessness, reducing the length of homelessness episodes, and reducing repeat entries into homelessness. Changes may also be driven by a desire to improve process-oriented outcomes, including reducing the amount of wait time for an assessment.
- **Housing First:** Coordinated Entry will support a Housing First approach. This entails connecting households with the appropriate permanent housing opportunity, as well as any necessary supportive services, as quickly as possible.
- **Prioritizing the Hardest to House:** Coordinated Entry referrals will prioritize those households that appear to be the hardest to house or serve. This approach will ensure an appropriate match between the most intensive services and the people least likely to succeed without them. In prioritizing this approach, the hope is to reduce the average length of homelessness episodes.

Topic 5: Roles

Description/Rationale for Policy and Procedure: Identify the key roles and responsibilities for stakeholders that are engaged in the design and implementation of the CE system.

CES Coordinating Entity (El Paso County)

- Grantee of the CoC-funded Coordinated Entry System
- Responsible for the overall grantee operations of the CE system

CES Coordinator

- Responsible for the oversight of the day-to-day operations of the CE system (See Appendix A.1 for a sample position description)

CES Assessor

- Responsible for completing client assessments (VI-SPDAT), providing supportive services as needed, and coordinating appropriate referrals (See Appendix A.2 for a sample position description)

CoC Board

- Responsible for the general oversight and health of the CE system
- The final approval authority for any changes made to this document

Collaborative Applicant (El Paso Coalition for the Homeless)

- Entity that must (at the request of the CoC Board) apply for HUD funding for CE

Coordinated Assessment Oversight Committee (CAOC)

- The primary governing body for CE
- Responsible for investigating and resolving participant and provider complaints or concerns about the CE process
- Responsible for providing information and feedback to the CoC, CoC Board, and the community at-large regarding the CE process
- Responsible for evaluating the efficiency and effectiveness of the CE process
- Responsible for reviewing performance data from the CE process

- Responsible for recommending changes or improvements to the process to the CoC and CoC Board
- CAOC will meet monthly for the first year (start date January 2019) of the County implementation; every other month in the second year; After that point, the meetings will be held as the Chair determines is necessary.
- CAOC composition This committee will include the following seats: emergency shelter staff representative; at least one each of CoC, ESG and HHSP funded programs; TH shelter staff representative; CoC Staff; a representative member from a law enforcement agency, a street outreach representative, a funder representative; a health care provider representative; a City of El Paso employee representative; and El Paso County employee representative. Other seats that may be included in future iterations of the committee are faith-based organizations, substance use service providers, mental health service providers, school system representatives, and assessment center front-line staff.

Coordinated Assessment Oversight Committee Chair

- Responsible for putting together an agenda for each meeting, based on communications or agenda items submitted by providers or participants
- Will serve as the point of contact for anyone seeking more information or having concerns with the CE process
- Will ensure minutes are taken at each meeting of the CAOC
- Term will be limited to one year

Coordinated Assessment Oversight Committee Members

- To remain in good standing and be allowed to vote and participate as members of the Coordinated Assessment Committee. All members must attend at least 75 percent of meetings. The chair must attend 90 percent of meetings.
- Voting Procedures - Decisions in the Coordinated Assessment Oversight Committee (CAOC) will be made based on a majority vote of Committee members. Any decisions that would lead to a modification of the coordinated assessment process, including changes to the assessment tool or policies and procedures, must be approved by majority vote of the CAOC AND approved by the CoC Board.
- **Conflicts of Interest** - If at any point a provider or participant wishes to address a complaint or grievance with a provider or agency that has a representative on the CAOC, that particular member must recuse him/herself from participating in those proceedings or voting on the outcome of that particular issue.

Designated Access Points

- The physical locations where people experiencing homelessness will be assessed and referred to homelessness assistance services
- Please see Appendix 1 for location direction and hours of operations

HMIS Lead Agency (El Paso Coalition for the Homeless)

- Operates the Homeless Management Information System on the CoC's behalf
- Ensures the CE system has access to HMIS software and functionality for the collection, management, and analysis of data on persons served by coordinated entry

Participating Project

- Agency or organization that has agreed (or is required by HUD because of funding) to provide homelessness services on behalf of the CoC.

U.S. Department of Housing and Urban Development

- Federal agency responsible for administering housing and homelessness programs, including the CoC and ESG Programs

U.S. Department of Veteran Affairs

- Federal agency responsible for providing health care and other services, including assistance to end homelessness, to veterans and their families

Topic 6: Versions of Document

Description/Rationale for Policy and Procedure: Indicate which version of the CE P&P document is in effect, and describe the processes for reviewing and updating the document.

Sample CE Policy Text, Including a Sample Log: The CoC's CE Governing Committee shall be responsible for the revision, review, and approval of the CE Policies & Procedures. The revision process will be completed at least once annually, and anyone who is interested in submitting suggestions for revisions to the document should submit them to CEinfo@xxx.com. *See HUD outline for a graphic example*

The Coordinated Entry Policies & Procedures will be reviewed on a yearly basis at a minimum for needed amendments, if any. If Coordinated Entry Policies & Procedures are amended by CAOC, changes will be submitted to the CoC Board for overall approval.

Version	Date Released	Key Changes
1.0	November 2016	N/A
2.0	March 2017	Updated with General Membership responses
3.0	July 2018	Included new HUD guidance on CE requirements
4.0	August 2018	Policies vetted by CAOC
5.0	December 2018	Procedures added and approved by CAOC

Topic 7: Full Geographic Coverage

Description/Rationale for Policy and Procedure: State that the CE process covers the full geography of the CoC (Sample #1 below). If the CoC has subdivided the CoC geography into separate referral zones to avoid forcing participants to travel great distances, or if the CoC has joined together with a neighboring CoC to establish a single coordinated entry process for the combined jurisdiction, this section of the CE P&P document must describe that coverage area (Sample #2). Identify the relationship of the geographic area(s) of the CoC(s) to the geographic area(s) covered by the CE process(es).

These policies and procedures will govern all aspects of Coordinated Entry for TX-603 El Paso County.

Topic 8: Affirmative Marketing and Outreach

Description/Rationale for Policy and Procedure: Identify how the CoC will ensure that there is fair and equal access to CE processes and functions such as access points, assessment processes, prioritization, and referral.

Required: “The CoC Program interim rule at 24 CFR 578.93(c) requires recipients of CoC Program funds to affirmatively market their housing and supportive services to eligible persons regardless of race, color, national origin, religion, sex, age, familial status, or disability who are least likely to apply in the absence of special outreach, and maintain records of those marketing activities. Housing assisted by HUD and made available through the CoC must also be made available to individuals and families without regard to actual or perceived sexual orientation, gender identity, or marital status in accordance with 24 CFR 5.105(a)(2).” *Source: HUD Coordinated Entry Notice: Section I.C.1*

Sample CE Policy Text:

All persons participating in any aspect of CE such as access, assessment, prioritization, or referral shall be afforded equal access to CE services and resources without regard to a person’s actual or perceived membership in a federally protected class such as race, color, national origin, religion, sex, age, familial status, or disability. Additionally, all people in different populations and subpopulations in the CoC’s geographic area, including people experiencing chronic homelessness, veterans, families with children, youth, and survivors of domestic violence, shall have fair and equal access to the coordinated entry process.

Sample CE Procedure Text:

Each project participating in CE is required to post or otherwise make publicly available a notice (provided by the CoC) that describes coordinated entry. This notice should be posted in the agency waiting areas, as well as any areas where participants may congregate or receive services (e.g., dining hall). All staff at each agency are required to know which personnel within their agency can discuss and explain CE to a participant who seeks more information.

The El Paso County Continuum of Care shall affirmatively market its housing and supportive services to eligible persons regardless of race, color, national origin, religion, sex, age, familial status, or disability who are least likely to apply in the absence of special outreach, and maintains records of those marketing activities. Housing assisted by HUD and made available through the CoC also are made available to individuals and families without regard to actual or perceived sexual orientation, gender identity, or marital status in accordance with 24 CFR 5.105 (a)(2). Nondiscrimination and affirmative outreach requirements for the ESG program are located at 24 CFR § 576.407(a) and (b).

Procedures: The El Paso County Continuum of Care’s Coordinated Entry System links to street outreach efforts so that people sleeping on the streets are prioritized for assistance in the same manner as any other person assessed through the Coordinated Entry process. Additionally, El Paso County will be developing a physical marketing campaign to ensure all potential clients are aware of CE services and resources.

Topic 9: Safety Planning and Risk Assessment

Description/Rationale for Policy and Procedure: State how the CoC will ensure that survivors of domestic violence and those attempting to flee domestic violence, dating violence, sexual assault, stalking, and human trafficking will have access to resources, regardless of which access point they initially contact seeking crisis services.

Required: CoC must have a specific written CE policy and procedure to address the needs of individuals and families who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, or stalking, but who are seeking shelter or services from non-victim service providers. At a minimum, people fleeing or attempting to flee domestic violence and victims of trafficking must have safe and confidential access to the coordinated entry process and victim services, including access to the comparable process used by victim service providers, as applicable, and immediate access to emergency services such as domestic violence hotlines and shelter. *Source: HUD Coordinated Entry Notice: Section II.B.10*

All persons who are fleeing or attempting to flee domestic violence, dating violence, sexual assault, or stalking shall have immediate and confidential access to the Center Against Sexual and Family Violence (CASFV) Hotline. CASFV operates a domestic violence hotline, which is staffed 24 hours a day, seven days a week, to ensure that all persons who are fleeing or attempting to flee domestic violence or sexual assault have immediate access to crisis response services. All persons will have access to this hotline regardless of which access point they initially contact for services and assistance through the CoC's CE.

Similarly those fleeing or victims of human trafficking will be referred to the National Human trafficking Hotline.

All CoC-defined access points shall conduct an initial screening of risk or potential harm perpetrated on participants as a result of domestic violence, sexual assault, human trafficking, stalking, or dating violence. In the event defined risk is deemed to be present, the participant shall be referred or linked to available specialized services and housing assistance, using a trauma-informed approach designed to address the particular service needs of survivors of abuse, neglect, and violence.

Per Violence Against Women Act (VAWA), if a client is seeking services for DV then their PII cannot be collected or enter into HMIS.

For the safety of those individuals and/or families who are fleeing or attempting to flee domestic violence or human trafficking, referrals are made to programs identified as victim service providers for assistance whenever those services are desired by the household.

Category Four

In these Policies and Procedures, the shorthand terms "victim(s) of domestic violence" includes all individuals and families who qualify under the fourth category of the Homeless Emergency

Assistance and Rapid Transition to Housing Act of 2009 "Homeless" Definition Final Rule, 24 CFR Parts 91, 582, and 583. That definition includes any individual or family who:

- 1) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence*; and
- 2) Has no other residence; and
- 3) Lacks the resources or support networks to obtain other permanent housing.

* This includes victims of human trafficking.

The CoC Program Interim Rule clarifies that the imminent threat of harm must be from further domestic violence, dating violence, sexual assault, or stalking, which would include threats from a third party, such as a friend or family member of the perpetrator of the violence.

Procedure: All CoC providers shall implement their safety risk policies and ensure, to the greatest extent possible, the physical safety and well-being of participants and prospective participants.

Topic 10: Nondiscrimination

Description/Rationale for Policy and Procedure: Reinforce that the coordinated entry process will operate in compliance with all federal, state, and locally applicable civil rights and fair housing laws and requirements. In addition, projects participating in the CE that receive funding from federal, state, or local sources that have promulgated local civil rights and fair housing laws and requirements must also comply with all additional civil rights and fair housing laws and requirements. Identify how the CoC will monitor the CE process and applicable individual projects for compliance with these laws and requirements.

Required: "CoC must develop and operate a coordinated entry process that permits recipients of federal and state funds to comply with applicable civil rights and fair housing laws and requirements. Recipients and subrecipients of CoC Program, ESG Program and HHSP Program funded projects must comply with the nondiscrimination and equal opportunity provisions of federal civil rights laws, as specified at 24 CFR. 5.105(a), including the following: (a) Fair Housing Act prohibits discriminatory housing practices based on race, color, religion, sex, national origin, disability, or familial status; (b) Section 504 of the Rehabilitation Act prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; (c) Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color, or national origin under any program or activity receiving federal financial assistance; and (d) Title II of the Americans with Disabilities Act prohibits public entities, which includes state and local governments, and special purpose districts, from discriminating against individuals with disabilities in all their services, programs, and activities, which include housing, and housing-related services such as housing search and referral assistance. Title III of the Americans with Disabilities Act prohibits private entities that own, lease, and operate places of public accommodation, which include shelters, social service establishments, and other public accommodations providing housing, from discriminating on the basis of disability." *Source: HUD Coordinated Entry Notice: Section I.D*

The El Paso County Continuum of Care does not tolerate discrimination based on actual or perceived membership in any protected class. The entirety of the El Paso County Continuum of Care's Coordinated Entry process shall be conducted in compliance with the nondiscrimination provisions of federal civil rights laws, including the Fair Housing Act, Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act, and Titles II and III of the Americans with Disabilities Act, as well as HUD's Equal Access and Gender Identify Rules.

Under these laws and rules, the following classes are protected from discrimination:

- Race
- Color
- Religion
- National origin
- Sex
- Actual or perceived sexual orientation or gender identity
- Disability
- Familial status
- Marital status

CoC, ESG and HHSP funded providers may not deny admission to, or separate family members when they enter, shelter or housing, based on age, sex, gender, LGBT status, marital status or disability. Family members must be served together & in accordance with each family member's self-reported gender.

Some programs may be forced to limit enrollment based on requirements imposed by their funding sources and/or state or federal law. For example, a HOPWA federally funded project might be required to serve only participants who have HIV/AIDS. All such programs will avoid discrimination to the maximum extent allowed by their funding sources and their authorizing legislation.

All aspects of the El Paso County Continuum of Care Coordinated Entry process comply with all Federal, State, and local Fair Housing laws and regulations. Participants will not be "steered" toward any housing facility or neighborhood because of race, color, national origin, religion, sex, disability, or the presence of children.

Locations where persons are likely to access or attempt to access the CoC's Coordinated Entry System include signs or brochures displayed in prominent locations informing participants of their right to file a non-discrimination complaint and containing the contact information needed to file a non-discrimination complaint. Requirements associated with filing a non-discrimination complaint, if any, will be included on the signs or brochures.

Procedure: When a complaint is received, the Coordinated Access Oversight Committee (CAOC) will complete an investigation of the complaint within 60 days by attempting to contact and interview a reasonable number of persons who are likely to have relevant knowledge, and by

attempting to collect any documents that are likely to be relevant to the investigation. Within 30 days after completing the investigation, the CAOC will write an adequate report of the investigation's findings, including the investigator's opinion about whether inappropriate discrimination occurred and the action(s) recommended by the investigator to prevent discrimination from occurring in the future. If appropriate, the investigator may recommend that the complainant be re-assessed or re-prioritized for housing or services. The report will be kept on file for two years. Unresolved complainants will be recommended to seek legal assistance and will be provided HUDs Discrimination Hotline.

ACCESS

Topic 1: Access Model

Description/Rationale for Policy and Procedure: Define the CoC's local model for access to CE. If the CoC has defined different access models for different subpopulations as allowed by HUD's CE Notice, each separate access model must be described.

Required: "Access points are the places—either virtual or physical—where an individual or family in need of assistance accesses the coordinated entry process. These can include the following examples: (a) central location or locations within a geographic area where individuals and families present to receive homeless housing and services; (b) a 2-1-1 Texas Information Referral Hotline or other hotline system that screens and directly connects callers to appropriate homeless housing and service providers in the area; (c) a 'no wrong door' approach in which a homeless family or individual can present at any homeless housing and service provider in the geographic area but is assessed using the same tool and methodology so that referrals are consistently completed across the CoC; (d) a specialized team of case workers that provides assessment services at provider locations within the CoC; or (e) a regional approach in which '[referral zones]' are created within smaller geographic areas." *Source: HUD Coordinated Entry Notice: Section I.C.3*

Access to El Paso County Continuum of Care's Coordinated Entry System will be channeled through a semi-centralized multi-site model, allowing for expertise in assessment and referral techniques while still maintaining reasonable geographic coverage and diversity.

The 2-1-1 Texas Information Referral Hotline will act as the primary initial access point for entrance into the Coordinated Entry process. Clients who present outside this will be referred to 2-1-1 Texas Information Referral Hotline or situation permitting, the most convenient physical access point.

Access Points as indicated under Appendix A were chosen to optimize the large geographic area (EP County) for as many participants as possible with respect to geography, language, culture, and subpopulation-specific needs.

Procedure: Access points are the places, either by phone or physical, where an individual or family in need of assistance can access the Coordinated Entry process. This CoC adopts a “no wrong door” approach to CE. This means that no matter which homeless assistance provider a person goes to, he/she will have access to the same resources, referrals, and assessment and prioritization processes. Nevertheless, the designated Coordinated Entry access points will be either 2-1-1 Texas Information Referral Hotline or the physical locations.

Topic 2: Designated Access Points

Description/Rationale for Policy and Procedure: Identify the CoC’s access points for CE. Include information on location type (in-person, virtual, etc.) and any special considerations for the access point (e.g., hours, staff availability), as well as a list of access point locations in the appendix of the CE Policies & Procedures document.

The CoC has implemented a “no-wrong door” approach to CE. In doing so, participants are able to access CE by appearing at any homeless assistance agency within the community and be referred to 2-1-1 Texas Information Referral Hotline or to the most convenient access point. Please see Appendix A of this manual for a locations, addresses and hours of all access points in the community.

Topic 3: Specialized Access Points for Subpopulations

Description/Rationale for Policy and Procedure: Identify any specialized access points for subpopulations.

At this point in time, this CoC does not have separate and specialized access points for unique subpopulations.

Topic 4: Access Coverage

Description/Rationale for Policy and Procedure: Describe how the CoC’s access points cover and are accessible throughout the entirety of the geographic area of the CoC.

Required: “Provisions at 24 CFR 578.3 require that a CoC’s coordinated entry process cover the CoC’s entire geographic area; however, 24 CFR 578.3 does not prohibit multiple CoCs from joining together and using the same coordinated entry process. Individual CoCs may only have one coordinated entry process covering their geographic area; however, for CoCs, such as Balance of State CoCs, whose geographic areas are very large, the process may establish referral zones within the geographic area designed to avoid forcing persons to travel or move long distances to be assessed or served. This Notice further establishes that CoCs that have joined together to use the same regional coordinated entry process must implement written policies and procedures that at a minimum describe the following: (a) the relationship of the CoC(s) geographic area(s) to the geographic area(s) covered by the coordinated entry process(es); and (b) how the requirements of ensuring access, standardizing assessments, and implementing uniform referral processes occur in situations where the CoC’s geographic boundaries and the geographic boundaries of the coordinated entry process are different.” *Source: HUD Coordinated Entry Notice: Section II.B.1*

The CoC's entire geographic (El Paso County) area is accessible to CE processes either through the designated Coordinated Entry access points or the 2-1-1 Texas Information Referral Hotline. Shelters and Street Outreach Teams will make the appropriate referral as indicated above.

The 2-1-1 Texas Information Referral Hotline provides access to basic CE intake services 24 hours a day and can be contacted from any location within the CoC.

Topic 5: Accessibility of Access Sites

Description/Rationale for Policy and Procedure: Describe how CoC ensures effective communication with individuals with disabilities. Recipients of federal funds and CoCs must provide appropriate auxiliary aids and services necessary to ensure effective communication (e.g., Braille, audio, large type, assistive listening devices, and sign language interpreters). CoC takes reasonable steps to offer CE process materials and participation instructions in multiple languages to meet the needs of minority, ethnic, and limited English proficiency groups.

Required: CoC's written CE policies and procedures must.... "(c) Document steps taken to ensure effective communication with individuals with disabilities. Communication, which includes ensuring that information is provided in appropriate accessible formats as needed, e.g., Braille, audio, large type, assistive listening devices, and sign language interpreters. Access points must be accessible to individuals with disabilities, including accessible physical locations for individuals who use wheelchairs, as well as people in the CoC who are least likely to access homeless assistance. (d) Take reasonable steps to ensure the coordinated entry process can be accessed by persons with Limited English Proficiency (LEP). HUD's published Final Guidance to Federal Financial Assistance Recipients: Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (LEP Guidance) (72 FR 2732, published January 22, 2007) provides assistance and information regarding LEP obligations." *HUD Coordinated Entry Notice: Section II.B.5.c and d*

The CoC will ensure that CE services are physically accessible to persons with mobility barriers. All CE communications and documentation will be accessible to persons with limited ability to read and understand English.

Procedure: The CoC designates the CE coordinating entity to serve as the primary point of contact for ensuring that all CE materials are available in English and Spanish. In addition, CE participating agencies will, to the greatest extent practicable, provide communication accommodation through translation services to effectively and clearly communicate with persons who have disabilities, as well as with any person with limited English proficiency. The CE coordinating entity will provide visually and audibly accessible CE materials when requested.

Topic 6: Emergency Services

Description/Rationale for Policy and Procedure: Clarify how emergency services (ES) resources will be coordinated with access to coordinated entry.

Required: CoC’s written CE policies and procedures must document a process by which persons are ensured access to emergency services during hours when the coordinated entry’s intake and assessment processes are not operating. CE written policies and procedures must document how CE participants are connected, as necessary, to coordinated entry as soon as the intake and assessment processes resume operating. *Source: HUD Coordinated Entry Notice: Section II.B.7.b*

CE initial screening and assessment services may only be available during hours noted in Appendix A. When prospective participants present for services during non-business hours, participants will still be able to access emergency services, including emergency shelter, if and when those emergency services are available.

Procedure: In the event prospective participants attempt to access designated access points during non-business hours, those persons will still be able to access emergency shelter without first receiving an assessment through coordinated entry. CE screening and assessment will be completed on all emergency shelter participants the following morning or next business day as applicable. Shelter staff will assure that those participants have access to CE the following business day.

Topic 7: Prevention Services

Description/Rationale for Policy and Procedure: State how the CE will coordinate with available homelessness prevention (HP) assistance services (ESG Program, HHSP Program funded or other homelessness prevention that is locally available). **Procedure:** Households who are at imminent risk of becoming homeless and meet the below definition shall be referred to CE for a homeless prevention referral.

Required: CoC’s written CE policies and procedures must document a process for persons seeking access to homelessness prevention services funded with ESG Program funds through the coordinated entry process. If the CoC defines separate access points for homelessness prevention services, its “written policies and procedures must describe the process by which persons are prioritized for referrals to homelessness prevention services. To the extent to which other [i.e., not ESG-funded] homelessness prevention services participate in coordinated entry processes, the policies and procedures must also describe the process by which persons will be prioritized for referrals to these programs.” *Source: HUD Coordinated Entry Notice: Section II.B.8*

The CE system will ensure that all potentially eligible homelessness-prevention participants will be screened for homelessness prevention assistance, regardless of the access point at which they initially seek assistance.

Procedure: Households who are at imminent risk of becoming homeless and meet the below definition shall be referred to CE for a homeless prevention referral.

Definition: (1) Individual or family who will imminently lose their primary nighttime residence, provided that: (i) Residence will be lost within 14 days of the date of application for homeless

assistance; (ii) No subsequent residence has been identified; and (iii) The individual or family lacks the resources or support networks needed to obtain other permanent housing

Topic 8: Street Outreach

Description/Rationale for Policy and Procedure: State how street outreach (SO) resources will be used to ensure access to CE.

Required: Street outreach efforts funded under ESG or the CoC program must link to the coordinated entry process. Written policies and procedures must describe the process by which all participating street outreach projects, regardless of funding source, ensure that persons encountered by street outreach workers are offered the same standardized process as persons who access coordinated entry through site-based access points. *Source: HUD Coordinated Entry Notice: Section II.B.6*

Street outreach teams are considered a referral point for the CE process, and they will operate as such. They will seek to engage persons who may be served through CE but who are not currently seeking assistance, or are unable to seek assistance.

Procedure: Street outreach teams will be oriented on CE and the assessment process, and will have the ability to offer CE access to participants they contact through their street outreach efforts.

ASSESSMENT

Topic 1: Standardized Assessment Approach

Description/Rationale for Policy and Procedure: Describe the CoC's standardized assessment process for CE:

- Ensure that assessment criteria reflect the prioritization process adopted to meet the requirements outlined in Section II.B.2 of HUD's CE Notice.
- If the CoC has different access points and different assessment tools for any of the populations allowed to have such items, then the CoC must document the criteria for uniform decisionmaking within those unique access points and assessment processes. (Populations that are allowed by HUD to have distinct access points within the CE system are identified in the "Specialized Access Points for Subpopulations" section of this Outline.)
- If the CoC has a separate access point and assessment process for any of the allowed subpopulations described in HUD's CE Notice, then it must identify how it will ensure that all adults without children are assessed in the same way, and how decisions made regarding where to refer those participants are made in a uniform way.

Required: CoC's written policies and procedures must describe the standardized assessment process, including assessment information, factors, and documentation of the criteria used for uniform decision-making across access points and staff. *Source: HUD Coordinated Entry Notice: Sections II.B.2.g (1) and II.B.3*

These Policies and Procedures establish the same assessment decision making approach at all access points, and all access points must be useable by all people who may be experiencing homelessness or at risk of homelessness. Households who present at any access point, shall be afforded easy access to an appropriate assessment process that provides the CoC with enough information to make prioritization decisions about that household.

Procedure: All persons served by CE will be assessed using the VI-SPDAT Tool. Determination of which of the three tools will be used will be based on the participant (Youth, Single Adult, or Family). All access points must use this tool to ensure that all persons served are assessed in a consistent manner, using the same process. The VI-SPDAT Tool documents a set of participant conditions, attributes, need level, and vulnerability, allowing the access point and/or assessment staff to identify a service strategy to the CE staff who manages the CoC's prioritization list. Please see Appendix C of this CE P&P document for copies of the three assessment tools.

Topic 2: Phases of Assessment

Description/Rationale for Policy and Procedure: Describe how the CoC will design its assessment process in a manner that collects only the information necessary to assist participants to resolve their housing crisis and, potentially, identify a service strategy available within the CoC.

Recommended: “The assessment component of the coordinated entry process may be implemented in phases in order to capture information on an as-needed basis as participants navigate the process, recognizing that trauma-informed approaches are necessary throughout these phases. For example, assessment phases may include the following: (a) screening for diversion or prevention; (b) assessing shelter and other emergency needs; (c) identifying housing resources and barriers; and (d) evaluating vulnerability to prioritize for assistance.” *Source: HUD Coordinated Entry Notice: Section III.C.2*

All projects participating in CE will follow the assessment and triage protocols of the CE system. The assessment process will progressively collect only enough participant information to prioritize and refer participants to available CoC housing and support services.

Procedure:

The CoC has adopted the following phased approach to engage and appropriately serve persons seeking assistance through the CE system:

1. Initial Triage: This first phase will focus on identifying the immediate housing crisis, and clarifying that the CoC crisis response system is the appropriate system to address the potential participant's immediate needs and/or housing crisis. This is accomplished by directly calling 2-1-1 Texas Information Hotline.
2. Diversion or Prevention Screening (Only if necessary): The second phase of assessment can also happen immediately upon engaging with a participant. During this phase, CE staff will examine existing CoC and participant resources and options that could be used to avoid the participant entering the homeless system of care.

3. Crisis Services Intake: The third phase should follow the Initial Triage, as it is intended to be a comprehensive assessment (VI-SPDAT). This will collect all information necessary to refine, clarify, and verify a participant's housing and homeless history, barriers, goals, and preferences. Assessment information supports the evaluation of the participant's vulnerability and prioritization for assistance.

Topic 3: Assessment Screening

Description/Rationale for Policy and Procedure: Describe how the CoC will ensure that assessment data are not used to screen out households for housing and services on the basis of a participant's membership in a protected class, such as a particular disability.

Required: CoC must maintain written policies and procedures that "prohibit the coordinated entry process from screening people out of the coordinated entry process due to perceived barriers to housing or services, including, but not limited to, too little or no income, active or a history of substance abuse, domestic violence history, resistance to receiving services, the type or extent of disability-related services or supports that are needed, history of evictions or poor credit, lease violations or history of not being a leaseholder, or criminal record." *Source: HUD Coordinated Entry Notice: Section II.B.4*

Per HUD Coordinated Entry Notice: Section II.B.4, this CoC prohibits the coordinated entry process from screening people out of the coordinated entry process due to perceived barriers to housing or services, including, but not limited to, too little or no income, active or a history of substance abuse, domestic violence history, resistance to receiving services, the type or extent of disability-related services or supports that are needed, history of evictions or poor credit, lease violations or history of not being a leaseholder, or criminal record.

The CE process may collect and document participants' membership in Civil Rights protected classes but will not consider membership in a protected class as justification for restricting, limiting, or steering participants to particular referral options.

Procedures: The CoC has adopted a 'housing first' approach. The VI-SPDAT only collects information that will pertain to the household's level of need. Participants will also be provided anti-discrimination materials.

Topic 4: Assessor Training

Description/Rationale for Policy and Procedure: Identify how staff responsible for the completion of CE assessments will receive training on the assessment process.

Required: CoC must provide training opportunities at least once annually to organizations and or staff persons at organizations that serve as access points or administer assessments. CoC must update and distribute training protocols at least annually. "The purpose of the training is to provide all staff administering assessments with access to materials that clearly describe the methods by which assessments are to be conducted with fidelity to the CoC's coordinated entry process, including its written policies and procedures." *Source: HUD Coordinated Entry Notice: Section II.B.14*

The CoC is committed to ensuring that all staff who assist with CE operations receive sufficient training to implement the CE system in a manner consistent with the vision and framework of CE, as well as in accordance with the policies and procedures of its CE system.

Procedures: The CoC will provide at least annual training for persons who will manage access point processes and conduct assessments for CE. Training will be offered ~~at no cost~~ to the agency or staff, and will be delivered by an experienced and professional trainer who is identified by the CoC as well as staff of El Paso Coalition for the Homeless. At a minimum, topics for training will include the following:

- Mental Health First Aid Training
- Understanding Homeless Community Resources
- Understanding the Intricacies of Homelessness
- Scheduled Agency Visits
- Annual HMIS Certification
- Review of CoC's written CE policies and procedures, including variations adopted for specific subpopulations;
- Requirements for use of assessment information to determine prioritization;
- Intensive training on the use of the CE assessment tool; and
- Criteria for uniform decision-making and referrals (coordination of services)
- Trauma Informed Approaches
- Vicarious Trauma

Topic 5: Participant Autonomy

Description/Rationale for Policy and Procedure: Describe the actions that will be taken to ensure that participants have the ability to refuse to answer questions during the CE assessment process, as well as the ability to refuse referrals made to them, without losing their place on the CE prioritization list.

Required: CoC Coordinated Entry participants must be freely allowed to decide what information they provide during the assessment process, to refuse to answer assessment questions and to refuse housing and service options without retribution or limiting their access to other forms of assistance. CoC must describe the conditions for participants to maintain their place in coordinated entry prioritization lists when they reject options. (Note: Programs may require participants to provide certain pieces of information to determine program eligibility only when the applicable program regulation requires the information in order to establish or document eligibility.) *Source: HUD Coordinated Entry Notice: Section II.B.11*

It is crucial that persons served by the CoC's CE system have the autonomy to identify whether they are uncomfortable or unable to answer any questions during the assessment process, or to refuse a referral that has been made to them. In both instances, the refusal of the participant to respond to assessment questions or to accept a referral shall not adversely affect his or her position on the CE's prioritization list.

Procedure: Because some funders require collection and documentation of a participant's disability or other characteristics or attributes as a condition for determining eligibility, participants who choose not to provide information in these instances will be notified of their potential limited referral options. While participants can have their referral options limited, this cannot affect their place on the CE prioritization list.

Topic 6: Nondiscrimination Complaint and Appeal Processes

Description/Rationale for Policy and Procedure: Identify how the CE policies and procedures address the process for participants in the system to file a complaint when they believe HUD's nondiscrimination requirements have been violated, as well as their ability to participate in an appeal process regarding any decisions made using the results of their assessment.

Required: "Participants must be informed of the ability to file a nondiscrimination complaint."

Source: HUD Coordinated Entry Notice: Section II.B.12.g

The CoC is committed to ensuring that no information is used to discriminate or prioritize households for housing and services on a protected classes such as race, color, religion, national origin, sex, age, familial status, disability, actual or perceived sexual orientation, gender identify, or marital status.

Procedure: A perceived Fair Housing and civil right violation complaint must be submitted in writing to

Coordinated Access Oversight Committee Chair

c/o El Paso Coalition for the Homeless

Email: epch@elp.twcbc.com

Address: 6044 Gateway East, Suite 211, El Paso, TX 79905

The CE participant information packet must include a form that details who the point of contact is for filing and addressing any nondiscrimination complaints, which can be filed by participants if they believe the nondiscrimination policy has been violated in their case during the CE process. Additionally, this form will describe and provide contact information on how to access the appeal process if they are not satisfied with or have any questions regarding how their complaints are handled. This form must be reviewed at the access point by CE staff, and must be signed by each participant. You can find form in Appendix F.

Topic 7: Privacy Protections

Description/Rationale for Policy and Procedure: Describe how participant assessment data will be protected to ensure that participant privacy is upheld.

Required: "CoCs must include written policies and procedures for obtaining participant consent to share and store participant information for purposes of assessing and referring participants through the coordinated entry process." *Source: HUD Coordinated Entry Notice: Section II.B.12.a*

The El Paso Continuum of Care exceeds the privacy requirements mandated in the 2004 HMIS Technical and Data Standards by requiring explicit, written consent from all clients before

entering their personally-identifiable data into the Homeless Management Information System or sharing that data across agencies. Clients are advised orally of the purpose of data collection, given a chance to refuse to share part or all of their data, and then asked to sign an Omnibus Release of Information that details privacy protections available under HIPAA.

Even after data is entered into the system, clients' privacy is protected by protocols that require that data be accessed only from secure locations where papers and computer monitors cannot be observed by unauthorized personnel, and that agencies take affirmative steps to resist involuntary disclosure of private information to, e.g., law enforcement officers.

A full set of rules to protect the privacy of clients in the Coordinated Entry System can be obtained from the El Paso Coalition for the Homeless.

Assessment staff members will be responsible for notifying and obtaining participant consent for the collection, use, and disclosure of participants' personally identifiable information (PII). This will be conducted in a safe and confidential area to honor the sensitive conversation. Staff will explain to the client what data will be requested, how it will be shared, who it will be shared with, and what their rights are regarding the use of their data. Assessment staff will be responsible for ensuring participants understand their rights as far as the release of information and data confidentiality.

Procedure: All participant information collected, stored, or shared in the operation of CE functions, regardless of whether or not those data are stored in HMIS, shall be considered personal and sensitive information worthy of the full force of protection and security associated with data collected, stored, or shared in HMIS.

The CoC must protect all participants' personally identifiable information (PII), as required by HUD's HMIS Data and Technical Standards, regardless of whether or not PII is stored in HMIS. All CE participating projects will ensure participants' PII will only be collected, managed, reported, and potentially shared if those data are able to be secured in compliance with the HUD established HMIS privacy and security requirements.

Topic 8: Disclosure of Disability or Diagnostic Information

Description/Rationale for Policy and Procedure: State that participants are not required to disclose specific disabilities or diagnosis information during the assessment process.

Required: CoC must have established written policies and procedures establishing that "the assessment process cannot require disclosure of specific disabilities or diagnoses. Specific diagnosis or disability information may only be obtained for purposes of determining program eligibility to make appropriate referrals." *Source: HUD Coordinated Entry Notice: Section II.B.12.f*

Throughout the assessment process, participants will not be pressured or forced to provide CE staff with information that they do not wish to disclose, including specific disability or medical diagnosis information.

Procedure: In the case that specific diagnosis or disability information is necessary for the purpose of determining specific program eligibility, the participant may be asked to provide it. But in no scenario can the assessment process require the disclosure of specific disabilities or diagnoses.

Topic 9: Updating the Assessment

Description/Rationale for Policy and Procedure: Describe any expectations for updating the participant assessment.

Individuals who choose not to participate in data collection upon initial assessment or project entry may later decide that their information can be collected and entered into HMIS. Participant data in HMIS can be updated after an initial CE data collection period and throughout project enrollment to reflect emergence of new information, corrections to previously collected information, or additions of previously unanswered questions. This CoC should continuously work to improve participant engagement strategies to achieve completion rates of required HMIS data elements that are as high as possible.

Procedure: Participant assessment information should be updated at least once a year, if the participant is served by CE for more than 12 months. Additionally, staff may update participant records with new information as new or updated information becomes known by staff.

PRIORITIZATION

Topic 1: Standardized Prioritization

Description/Rationale for Policy and Procedure: Identify and describe all factors and assessment information that are used to prioritize persons for homeless assistance.

Required: “CoC’s written CE policies and procedures must include the factors and assessment information with which prioritization decisions will be made for all homeless assistance.”

Source: HUD Coordinated Entry Notice: Section II.B.3

The CoC shall make decision of prioritization based on the scheme outlined below. Each “priority group” represents a group of people who are considered to be of roughly the same priority. Priority Group 1 is the highest priority group. Programs participating in the Coordinated Entry are required to attempt to fill each housing opportunity with clients from the highest remaining priority group unless (a) there are no such clients, or (b) the bed is dangerously unsafe for all of the clients in that priority group because it lacks the appropriate supportive services.

Permanent Supportive Housing for Individuals/Families

Housing Type	Priority Group	Primary Criteria	Secondary Criteria
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PSH	1	VI-SPDAT Score: 8+ Chronic Homelessness Tri-Morbidity (3+ HUD Disabling Conditions)	Length of Time Homeless
PSH	2	VI-SPDAT Score: 8+ Chronic Homelessness Tri-Morbidity (2+ HUD Disabling Conditions)	Length of Time Homeless
PSH	3	VI-SPDAT Score: 8+ Chronic Homelessness 1+ HUD Disabling Conditions	Length of Time Homeless
PSH	4	VI-SPDAT Score: 8+ Chronic Homelessness	Length of Time Homeless
PSH	5	VI-SPDAT Score: 8+	Length of Time Homeless

Rapid Re-Housing for Individuals/Families

Housing Type	Priority Group	Primary Criteria	Secondary Criteria	RRH Program Type
RRH	1	VI-SPDAT Score: 4-8 Chronic Homelessness 1+ HUD Disabling Conditions	Length of Time Homeless	Mid-Term
RRH	2	VI-SPDAT Score: 4-8 Chronic Homelessness	Length of Time Homeless	Mid-Term
RRH	3	VI-SPDAT Score: 4-8	Length of Time Homeless	Short-Term

Self-Resolve Families/Individuals

Housing Type	Priority Group	Primary Criteria	Program Type
ES/TH	1	VI-SPDAT Score: 1-3 1+ HUD Disabling Conditions	60 days/8 mos

ES/TH	2	VI-SPDAT Score: 1-3	60 days/8 mos
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Primary vs. Secondary criteria. Client must have all of the “primary criteria” for a priority group to be included in that group. Within each group, the individuals with the longest length of time homeless will receive first priority.

Unsheltered-ready clients. Street Outreach workers should begin trying to make the highest-priority clients ready even before a bed opens up. Once a bed opens up, providers should spend up to three calendar days attempting to locate the client. If a client cannot be located within these time periods after a bed becomes available, they should be placed back in the Community Queue to be considered for future housing opportunities.

Monitoring. Providers will be monitored on an ongoing, regular basis by the CES Coordinating Agency, El Paso County, to ensure that they are complying with the prioritization order above and with objective methods of implementing VI-SPDAT assessments and scores. Any concerns will be reported to the CAOC.

Eligibility and suitability. If a client is unsuitable for a particular program, the Coordinated Entry System may select a different client who is more suitable for the current opening. When this occurs, the substitution and the reason for the substitution must be documented by both the provider and by the Coordinated Entry System, and the client who was not referred for housing should be placed back in the Community Queue to be considered for future housing opportunities.

Family prioritization. Family prioritization will follow a substantially similar scheme. It is anticipated that families will typically use units that are specifically earmarked for families, such as 2-bedroom and 3-bedroom units. The fact that a family contains multiple people may not be used to automatically shift a family up into a higher priority group.

Veteran Prioritization. Veteran prioritization will follow a substantially similar scheme. It is anticipated that veterans will typically use units that are specifically earmarked for veterans. Veterans with equal primary and secondary criteria will be prioritized. In circumstances where a Veteran scores low and is eligible for a VA funded rapid rehousing program and will be referred.

Procedure: Referrals that are made to homeless programs (shelter, rrh, psh) will be made based upon the VI-SPDAT score utilizing the above charts.

Topic 2: Emergency Services

Description/Rationale for Policy and Procedure: State which emergency services will not be part of the prioritization process.

Required: “[CoC’s] written CE policies and procedures must clearly distinguish between the interventions that will not be prioritized based on severity of service need or vulnerability, such

as entry to emergency shelter, allowing for an immediate crisis response, and those that will be prioritized, such as [permanent supportive housing].” *Source: HUD Coordinated Entry Notice: Section II.B.7.a*

Emergency services are a critical crisis response resource and as such, access to them will not be prioritized.

A primary example of such a service is entry into an emergency shelter. Consequently, these interventions will not be prioritized. Permanent Supportive Housing and Rapid Re-Housing are considered non-emergency services, which is why they will be prioritized.

Procedure: Referrals are the primary responsibility of Coordinated Entry Staff. When a referral is accepted by an agency/program, it will be the responsibility of the agency/program for alerting the household when a slot has become available. The agency/program will also be responsible for managing situations where a participant does not show up to the referred-to program.

Topic 3: Prioritization List

Description/Rationale for Policy and Procedure: Describe how the CoC manages prioritization information. The intention of a prioritization list is to have a single, centralized list for the entire CoC, that includes all relevant participant-level information to identify which persons are most vulnerable and therefore most likely to be in the most immediate need for CoC assistance prioritized through CE. The use of a prioritization list ensures that CoCs do not serve persons on a “first come, first served basis,” but rather according to each participant’s level of need, vulnerability, and risk of greater harm should the household not receive accelerated access to CoC assistance.

To manage prioritization for referral and placement into CoC/ESG/HHSP resources, HMIS shall be used to prepare a single priority list, maintained by the CES Coordinating Agency. The priority list shall include persons by name, their assigned VI-SPDAT score, and their placement ranking leveling according to the aforementioned prioritization scheme.

Procedure: HMIS will generate a single priority list on a daily basis, maintained by the CES Coordinating Agency who will receive the report every morning. The priority list shall include persons by name, their assigned VI-SPDAT score, and their placement ranking level according to the aforementioned prioritization scheme.

REFERRAL

Topic 1: Notification of Vacancies

Description/Rationale for Policy and Procedure: Describe how projects participating in CE are expected to notify the CoC about anticipated housing or service slot vacancies.

All CE participating providers should enroll new participants only from the CoC's CE referral process whenever possible. To facilitate prompt referrals and to reduce vacancy rates, participating providers must notify the CE coordinating entity of any known and anticipated upcoming vacancies.

Procedure: When a TH, RRH, or PSH vacancy occurs or is expected to occur in the immediate future, the provider agency with the vacancy must alert the CE coordinating entity as soon as possible. In turn, the assessment staff will assign the vacant service to the next eligible client on the Prioritization list.

Topic 1.1: Referral Process

Description/Rationale for Policy and Procedure: Identify the process for handling referrals.

Procedure:

The referral process will be standard across all assessment sites.

1. After the assessment process is complete, the assessment will utilize the score calculated by VI-SPDAT. The assessment staff member should provide information about the different intervention types the participant is prioritized for, including general intervention attributes (e.g., length of services, type of housing) and the size of the current priority lists.
2. If the participant was not prioritized for any interventions, they should explain why and what other services will be available to them (e.g., shelter case management, connection to mainstream resources, help connecting with family or friends). The participant should be referred to the appropriate emergency shelter or other housing crisis resources. The assessment process ends for the participant at this point.
3. For those that did get prioritized for housing interventions, the assessment staff member should then describe how the referral process will work – the participant will be able to make a choice between the interventions (if there are multiple ones), and then will be placed on the priority list. The participant will be matched with a population appropriate program.
4. If the participant is first on the list for a particular intervention and there is an open and available slot in a population appropriate that they are eligible for (and it is during that program's business hours), a referral should be made directly to that program (e.g., a slot that opens in a women's transitional housing program will not be offered to a man).
5. To make the referral, the assessment staff member will do so through HMIS, and may need to call the program to let them know they are sending them a participant. The participant should be given the address and other information for reaching the referred-to program.
6. When there is not an opening at the identified permanent housing intervention, the participant will be referred to the appropriate emergency shelter. The assessment staff should explain that once a spot opens up for the participant, they will be contacted by the permanent housing

intervention staff. The staff at the referred-to program should then contact the CE staff via HMIS, phone or email to let them know they will be working with that particular participant. The CE staff member should then enter the case manager's name and contact information as a note into HMIS so that they can contact them when a program slot opens up.

7. If a participant does not show up at the referred-to program, the referred-to program should notify the CE staff member. CE staff then in turn should attempt to make contact with the participant. If the participant cannot be located, the slot will be offered to the next person on the priority list for that intervention.

Topic 2: Participant-Declined Referrals

Description/Rationale for Policy and Procedure: Identify the process for handling situations when participants decline a referral from CE.

One of the guiding principles of CE is participant choice. This principle must be evident throughout the CE process, including the referral phase. Participants in CE are allowed to reject service strategies and housing options offered to them, without repercussion.

Procedure:

Individuals and families will be given information about the programs available to them and provided choices whenever feasible based on assessment information, vulnerability and need scores, preliminary eligibility pre-determinations, and available resources. Of the options available, participants will be afforded their choice of which project to be referred to. If an individual or family declines a referral to a housing program, they remain on the prioritization list until the next housing opportunity is available.

Topic 3: Provider-Declined Referrals

Description/Rationale for Policy and Procedure: Identify the process for handling situations when agencies decline a referral from CE.

There may be rare instances where programs decide not to accept a referral from the CE system. When a provider agency declines to accept a referred prioritized household into its project, the agency must note the decline in HMIS. The participant will then be placed in the community queue so that they can be re-referred.

Providers should rarely reject a referral from Coordinated Entry. CoC, ESG or HHSP programs may reject a client referred by the Coordinated Entry System only if:

- That client is ineligible to participate in the program because of restrictions imposed by government regulations or outside funding sources;
- The client's household presents with more people than the number of people who were referred, and the larger household cannot be legally accommodated in the available unit; or
- The program lacks the capacity to safely accommodate that client or the safety of other clients that would result from the referral. Examples: the household would be a danger to

others or themselves if allowed to stay at this particular program. The household has previously caused serious conflicts within the program (e.g. was violent with another participant or program staff).

- If the household does not fit within the mission of the Emergency Shelter or Transitional Housing program only.

A household shall not lose its priority or be returned to the community queue general waiting list simply because it was rejected by a provider.

All programs will be required to have a referral acceptance rate of at least 75%. If a program is consistently refusing referrals, they will need to meet with the CAOC to discuss the issue that is causing the rejections. Reports on agency acceptance rates will be provided to the CoC Board via the CAOC.

Procedure: If the program determines a participant is not eligible for their program after they have received the referral from Coordinated Entry, the participant should contact their initial CE assessor staff to determine a place for them to sleep that night (if they do not already have one). If assessment hours are over for the day, the agency/program who is rejecting the participant should facilitate a referral to a population-appropriate emergency shelter. Whenever a program rejects a referral, the program must document the date of the rejection and the reason for the rejection, and communicate that information to both the client and to Coordinated Entry staff. When a client has been rejected from a program, Coordinated Entry staff shall investigate the reasons provided (if any), attempt to determine whether the client can be safely and lawfully placed in that program. CE staff will explore other referral options.

Topic 3.1: Referral Scenarios

When CE Staff refer participants to shelters/programs, Referral Management Scenarios

#1

Referral is made

Referral is with agency for 7 days

After 7 days referral is kicked back to community queue

CE staff will be notified by HMIS

CE staff will contact agency to check on status of referral

#2

Referral is made

Referral is denied by agency or participant

Referral is kicked back to community queue

CE staff will be notified by HMIS

CE staff will proceed to identify other appropriate options

#3

Referral is made

Referral is accepted by agency

CE staff will be notified

Referrals that end up in the Community Queue, will be incorporated into the Prioritization List.

Topic 4: Determining Program Eligibility

Coordinated Entry process will not screen people out due to perceived barriers related to housing or services, including, but not limited to, too little or no income, active or past substance abuse, domestic violence history, resistance to receiving services, the type or extent of a disability, the services or supports that are needed because of a disability, a history of evictions or of poor credit, a history of lease violations, a history of not being a leaseholder, a criminal record, as well as sexual orientation or gender identity and expression. Exceptions are state or local restrictions that prohibit projects from serving people with certain criminal convictions or other specified attributes. The focus of the CES is simply on the housing needs of the client.

Procedure: The CoC recognizes that certain programs do have eligibility criteria. It is the responsibility of the programs to provide this information to the Coordinated Entry Assessors. The Assessors will require this knowledge to make accurate client referrals. Information needed is as follows:

Emergency Shelter

- Bed availability
- Population served
- Intake Hours
- Primary and Secondary Contact

Transitional Housing

- Bed availability
- Population served
- Intake Hours
- Primary and Secondary Contact

Rapid ReHousing

- Bed availability
- Population focus (i.e. Chronic vs Non-Chronic)
- Primary and Secondary Contact

Permanent Supportive Housing

- Bed availability
- Population focus (i.e. Chronic vs Non-Chronic)
- Primary and Secondary Contact

Homeless Prevention

- Availability of funds
- Eligibility criteria
- Primary and Secondary Contact

DATA SYSTEM

Topic 1: Data System

Description/Rationale for Policy and Procedure: Describe data handling protocols; specifically, how data will be securely stored, particularly any participant-level data that will be shared to implement CE.

CE process partners and all participating agencies contributing data to CE must ensure participants' data are secured regardless of the systems or locations where participant data are collected, stored, or shared, whether on paper or electronically. Additionally, participants must be informed how their data are being collected, stored, managed, and potentially shared, with whom, and for what purpose.

When using HMIS to manage coordinated entry data, CoC ensures adequate privacy protections of all participant information per the HMIS Data and Technical Standards at (CoC Program interim rule) 24 CFR 578.7(a)(8).

Procedure: Prior to the collection of data for CE, participants will sign a "Release of Information" form if they so choose (Appendix E). The form identifies what data will be collected, where those data will be stored/managed, how those data will be used for the purposes of helping the participant obtain housing and assistance and for other administrative purposes, and what data will be shared with others (if the participant consents to such data sharing).

Topic 2: Data Collection Stages and Standards

Description/Rationale for Policy and Procedure: Identify the data elements that will be collected at each phase of the CE process (access, assessment, prioritization, and referral). Participating agencies must collect all data required for CE as defined by the CoC, including the "universal data elements" listed in HUD's HMIS Data Standards Manual. CE staff is required to collect Universal Identifier Elements identified below (3.1 to 3.7)

Universal Identifier Elements

- 3.1 Name
- 3.2 Social Security Number
- 3.3 Date of Birth
- 3.4 Race
- 3.5 Ethnicity
- 3.6 Gender
- 3.7 Veteran Status

Assessment, Prioritization and Referral: All data requested in the specific VI-SPDAT (Family, Individual, Transition Aged Youth) especially data elements that identify chronicity, length of time homeless and disabling conditions.

Topic 3: Participant Consent Process

Description/Rationale for Policy and Procedure: Identify the CoC’s consent policies for collecting participant information; entering participant data into HMIS or other comparable system (if applicable); sharing participant data (if applicable) for purposes of CE management, participant care coordination, CE evaluation, and other administrative purposes; and any other use of participant data in CE or other CoC reports.

Required: CoC’s written CE policies and procedures must include “protocols for obtaining participant consent to [collect,] share and store participant information for purposes of assessing and referring participants through the coordinated entry process.” *Source: HUD Coordinated Entry Notice: Section II.B.12.a*

Because data will be collected on everyone that is assessed through the CE process, the prior consent of participants is imperative. Participants may decline to share their data, and doing so will not make them ineligible for CE.

Procedure: As part of the assessment process, participants will be provided with a written copy of the CoC’s “Release of Information” form. Participants will be asked to sign this data confidentiality form; they may decline to. Please see Appendix E for a copy of the CoC’s “Release of Information” form.

EVALUATION

Topic 1: Evaluation of CE System

Description/Rationale for Policy and Procedure: Describe the local process for evaluating your CE.

Required: CoC must ensure through written CE policies and procedures the “frequency and method by which the [CE system] evaluation will be conducted, including how project participants will be selected to provide feedback, and must describe a process by which the evaluation is used to implement updates to existing policies and procedures.” *Source: HUD Coordinated Entry Notice: Section II.B.15.c*

Regular and ongoing evaluations of the CE system will be conducted to ensure that improvement opportunities are identified, that results are shared and understood, and that the CE system is held accountable.

Procedure: The Coordinated Entry process will be evaluated quarterly at a minimum to ensure that it is effective and operating at maximum efficiency. Evaluation will be carried out through the CAOC and any consultants, people who have been through the Coordinated Entry process or third parties they engage to help them. Evaluation mechanisms will include the following:

- A monthly review of metrics from the Coordinated Entry process, the data to be reviewed, and the thresholds that should be met.

- A report issued to the community annually. This report will include trends from the month-to-month analysis of Coordinated Entry data, as well as the total number of assessments and referrals made, successes to be shared, and a note from the CAOC Chair on the process's progress. Major findings from this report should be presented at the CoC Board meetings the month it is released by a member of the CAOC.
- An annual report on the homelessness assistance system with a section devoted to Coordinated Entry.

Upon implementation, CAOC will explore additional metrics.

Topic 2: Role of Participating Agencies in CE Evaluation

Description/Rationale for Policy and Procedure: Identify the key tasks and roles of participating agencies in the evaluation of CE.

Participating agencies play a crucial role in the evaluation of CE. Participating agencies will collect accurate and meaningful data on persons served by CE. In addition, participating agencies will review evaluation results and offer insights about potential improvements to CE processes and operations.

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Procedure: Any participating agency should feel at liberty to submit any relevant questions, concerns, perspectives, or advice to the Coordinated Access Oversight Committee. In order for the CAOC to accurately evaluate the efficiency and effectiveness of this system, direct feedback from participating agencies is vital.

Key tasks/roles of agencies/program:

- Communicate with CE Program Manager on a daily basis on program availability/openings via email
- Because CE is a mandate for all recipients of CoC, ESG and HHSP, agencies are required to receive clients from CE. Agencies will no longer be able to pick and choose program participants.
- Agencies/Programs will not pre-screen clients then send to CE
- Initial contact needs to be by the CE staff only; agency screening will be secondary
- Agencies/Programs will not direct clients to ask for a specific program

APPENDIX A: DESIGNATED ACCESS POINTS

Location A: El Paso Library, 501 N. Oregon

Hours of operation: Monday – Thursday, 10:00 AM – 7:00 PM

Friday 9:00 AM – 6:00 PM (walk-ins 11:00 - 6:00 PM)

Location B: City of El Paso Department of Public Health, 5115 El Paso Drive

Hours of operation: Monday – Friday, 8:00 AM – 5:00 PM

Location C: El Paso County, 6314 Delta

Hours of operation: Monday – Friday, 8:00 AM – 5:00 PM

APPENDIX B.1: VI-F-SPDAT

VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)

FAMILIES

AMERICAN VERSION 2.0

Administration

Interviewer's Name _____	Agency _____	<input type="checkbox"/> Team <input type="checkbox"/> Staff <input type="checkbox"/> Volunteer
Survey Date DD/MM/YYYY ____/____/____	Survey Time ____:____ AM/PM	Survey Location _____

Opening Script

Every assessor in your community regardless of organization completing the VI-SPDAT should use the same introductory script. In that script you should highlight the following information:

- the name of the assessor and their affiliation (organization that employs them, volunteer as part of a Point in Time Count, etc.)
- the purpose of the VI-SPDAT being completed
- that it usually takes less than 7 minutes to complete
- that only "Yes," "No," or one-word answers are being sought
- that any question can be skipped or refused
- where the information is going to be stored
- that if the participant does not understand a question that clarification can be provided
- the importance of relaying accurate information to the assessor and not feeling that there is a correct or preferred answer that they need to provide, nor information they need to conceal

Basic Information

PARENT 1	First Name	Nickname	Last Name
	In what language do you feel best able to express yourself? _____		
	Date of Birth DD/MM/YYYY ____/____/____	Age	Social Security Number
			Consent to participate <input type="checkbox"/> Yes <input type="checkbox"/> No
PARENT 2	<input type="checkbox"/> No second parent currently part of the household		
	First Name	Nickname	Last Name
	In what language do you feel best able to express yourself? _____		
	Date of Birth DD/MM/YYYY ____/____/____	Age	Social Security Number
			Consent to participate <input type="checkbox"/> Yes <input type="checkbox"/> No
IF EITHER HEAD OF HOUSEHOLD IS 60 YEARS OF AGE OR OLDER, THEN SCORE 1.			SCORE: _____

Children

1. How many children under the age of 18 are currently with you? _____ ☐ Refused
2. How many children under the age of 18 are not currently with your family, but you have reason to believe they will be joining you when you get housed? _____ ☐ Refused
3. **IF HOUSEHOLD INCLUDES A FEMALE:** Is any member of the family currently pregnant? ☐ Y ☐ N ☐ Refused
4. Please provide a list of children's names and ages:

First Name	Last Name	Age	Date of Birth
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

IF THERE IS A SINGLE PARENT WITH 2+ CHILDREN, AND/OR A CHILD AGED 11 OR YOUNGER, AND/OR A CURRENT PREGNANCY, THEN SCORE 1 FOR FAMILY SIZE.

SCORE:

IF THERE ARE TWO PARENTS WITH 3+ CHILDREN, AND/OR A CHILD AGED 6 OR YOUNGER, AND/OR A CURRENT PREGNANCY, THEN SCORE 1 FOR FAMILY SIZE.

A. History of Housing and Homelessness

5. Where do you and your family sleep most frequently? (check one)
 - ☐ Shelters
 - ☐ Transitional Housing
 - ☐ Safe Haven
 - ☐ **Outdoors**
 - ☐ **Other (specify):** _____
 - ☐ Refused

IF THE PERSON ANSWERS ANYTHING OTHER THAN "SHELTER", "TRANSITIONAL HOUSING", OR "SAFE HAVEN", THEN SCORE 1.

SCORE:

6. How long has it been since you and your family lived in permanent stable housing? _____ ☐ Refused
7. In the last three years, how many times have you and your family been homeless? _____ ☐ Refused

IF THE FAMILY HAS EXPERIENCED 1 OR MORE CONSECUTIVE YEARS OF HOMELESSNESS, AND/OR 4+ EPISODES OF HOMELESSNESS, THEN SCORE 1.

SCORE:

B. Risks

8. In the past six months, how many times have you or anyone in your family...

- a) Received health care at an emergency department/room? _____ ☐ Refused
- b) Taken an ambulance to the hospital? _____ ☐ Refused
- c) Been hospitalized as an inpatient? _____ ☐ Refused
- d) Used a crisis service, including sexual assault crisis, mental health crisis, family/intimate violence, distress centers and suicide prevention hotlines? _____ ☐ Refused
- e) Talked to police because they witnessed a crime, were the victim of a crime, or the alleged perpetrator of a crime or because the police told them that they must move along? _____ ☐ Refused
- f) Stayed one or more nights in a holding cell, jail or prison, whether that was a short-term stay like the drunk tank, a longer stay for a more serious offence, or anything in between? _____ ☐ Refused

IF THE TOTAL NUMBER OF INTERACTIONS EQUALS 4 OR MORE, THEN SCORE 1 FOR EMERGENCY SERVICE USE.

SCORE:

9. Have you or anyone in your family been attacked or beaten up since they've become homeless? ☐ Y ☐ N ☐ Refused
10. Have you or anyone in your family threatened to or tried to harm themselves or anyone else in the last year? ☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, THEN SCORE 1 FOR RISK OF HARM.

SCORE:

11. Do you or anyone in your family have any legal stuff going on right now that may result in them being locked up, having to pay fines, or that make it more difficult to rent a place to live? ☐ Y ☐ N ☐ Refused

IF "YES," THEN SCORE 1 FOR LEGAL ISSUES.

SCORE:

12. Does anybody force or trick you or anyone in your family to do things that you do not want to do? ☐ Y ☐ N ☐ Refused
13. Do you or anyone in your family ever do things that may be considered to be risky like exchange sex for money, run drugs for someone, have unprotected sex with someone they don't know, share a needle, or anything like that? ☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, THEN SCORE 1 FOR RISK OF EXPLOITATION.

SCORE:

C. Socialization & Daily Functioning

14. Is there any person, past landlord, business, bookie, dealer, or government group like the IRS that thinks you or anyone in your family owe them money? ☐ Y ☐ N ☐ Refused

15. Do you or anyone in your family get any money from the government, a pension, an inheritance, working under the table, a regular job, or anything like that? ☐ Y ☐ N ☐ Refused

IF "YES" TO QUESTION 14 OR "NO" TO QUESTION 15, THEN SCORE 1 FOR MONEY MANAGEMENT.

SCORE:

16. Does everyone in your family have planned activities, other than just surviving, that make them feel happy and fulfilled? ☐ Y ☐ N ☐ Refused

IF "NO," THEN SCORE 1 FOR MEANINGFUL DAILY ACTIVITY.

SCORE:

17. Is everyone in your family currently able to take care of basic needs like bathing, changing clothes, using a restroom, getting food and clean water and other things like that? ☐ Y ☐ N ☐ Refused

IF "NO," THEN SCORE 1 FOR SELF-CARE.

SCORE:

18. Is your family's current homelessness in any way caused by a relationship that broke down, an unhealthy or abusive relationship, or because other family or friends caused your family to become evicted? ☐ Y ☐ N ☐ Refused

IF "YES," THEN SCORE 1 FOR SOCIAL RELATIONSHIPS.

SCORE:

D. Wellness

19. Has your family ever had to leave an apartment, shelter program, or other place you were staying because of the physical health of you or anyone in your family? ☐ Y ☐ N ☐ Refused

20. Do you or anyone in your family have any chronic health issues with your liver, kidneys, stomach, lungs or heart? ☐ Y ☐ N ☐ Refused

21. If there was space available in a program that specifically assists people that live with HIV or AIDS, would that be of interest to you or anyone in your family? ☐ Y ☐ N ☐ Refused

22. Does anyone in your family have any physical disabilities that would limit the type of housing you could access, or would make it hard to live independently because you'd need help? ☐ Y ☐ N ☐ Refused

23. When someone in your family is sick or not feeling well, does your family avoid getting medical help? ☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, THEN SCORE 1 FOR PHYSICAL HEALTH.

SCORE:

VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)

FAMILIES

AMERICAN VERSION 2.0

24. Has drinking or drug use by you or anyone in your family led your family to being kicked out of an apartment or program where you were staying in the past? ☐ Y ☐ N ☐ Refused

25. Will drinking or drug use make it difficult for your family to stay housed or afford your housing? ☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, THEN SCORE 1 FOR SUBSTANCE USE.

SCORE:

26. Has your family ever had trouble maintaining your housing, or been kicked out of an apartment, shelter program or other place you were staying, because of:

a) A mental health issue or concern? ☐ Y ☐ N ☐ Refused

b) A past head injury? ☐ Y ☐ N ☐ Refused

c) A learning disability, developmental disability, or other impairment? ☐ Y ☐ N ☐ Refused

27. Do you or anyone in your family have any mental health or brain issues that would make it hard for your family to live independently because help would be needed? ☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, THEN SCORE 1 FOR MENTAL HEALTH.

SCORE:

28. IF THE FAMILY SCORED 1 EACH FOR PHYSICAL HEALTH, SUBSTANCE USE, AND MENTAL HEALTH: Does any single member of your household have a medical condition, mental health concerns, and experience with problematic substance use? ☐ Y ☐ N ☐ N/A or Refused

IF "YES", SCORE 1 FOR TRI-MORBIDITY.

SCORE:

29. Are there any medications that a doctor said you or anyone in your family should be taking that, for whatever reason, they are not taking? ☐ Y ☐ N ☐ Refused

30. Are there any medications like painkillers that you or anyone in your family don't take the way the doctor prescribed or where they sell the medication? ☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, SCORE 1 FOR MEDICATIONS.

SCORE:

31. YES OR NO: Has your family's current period of homelessness been caused by an experience of emotional, physical, psychological, sexual, or other type of abuse, or by any other trauma you or anyone in your family have experienced? ☐ Y ☐ N ☐ Refused

IF "YES", SCORE 1 FOR ABUSE AND TRAUMA.

SCORE:

E. Family Unit

32. Are there any children that have been removed from the family by a child protection service within the last 180 days? ☐ Y ☐ N ☐ Refused

33. Do you have any family legal issues that are being resolved in court or need to be resolved in court that would impact your housing or who may live within your housing? ☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, SCORE 1 FOR FAMILY LEGAL ISSUES.

SCORE:

34. In the last 180 days have any children lived with family or friends because of your homelessness or housing situation? ☐ Y ☐ N ☐ Refused

35. Has any child in the family experienced abuse or trauma in the last 180 days? ☐ Y ☐ N ☐ Refused

36. IF THERE ARE SCHOOL-AGED CHILDREN: Do your children attend school more often than not each week? ☐ Y ☐ N ☐ N/A or Refused

IF "YES" TO ANY OF QUESTIONS 34 OR 35, OR "NO" TO QUESTION 36, SCORE 1 FOR NEEDS OF CHILDREN.

SCORE:

37. Have the members of your family changed in the last 180 days, due to things like divorce, your kids coming back to live with you, someone leaving for military service or incarceration, a relative moving in, or anything like that? ☐ Y ☐ N ☐ Refused

38. Do you anticipate any other adults or children coming to live with you within the first 180 days of being housed? ☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, SCORE 1 FOR FAMILY STABILITY.

SCORE:

39. Do you have two or more planned activities each week as a family such as outings to the park, going to the library, visiting other family, watching a family movie, or anything like that? ☐ Y ☐ N ☐ Refused

40. After school, or on weekends or days when there isn't school, is the total time children spend each day where there is no interaction with you or another responsible adult...

a) 3 or more hours per day for children aged 13 or older? ☐ Y ☐ N ☐ Refused

b) 2 or more hours per day for children aged 12 or younger? ☐ Y ☐ N ☐ Refused

41. IF THERE ARE CHILDREN BOTH 12 AND UNDER & 13 AND OVER: Do your older kids spend 2 or more hours on a typical day helping their younger sibling(s) with things like getting ready for school, helping with homework, making them dinner, bathing them, or anything like that? ☐ Y ☐ N ☐ N/A or Refused

IF "NO" TO QUESTION 39, OR "YES" TO ANY OF QUESTIONS 40 OR 41, SCORE 1 FOR PARENTAL ENGAGEMENT.

SCORE:

Scoring Summary

DOMAIN	SUBTOTAL	RESULTS
PRE-SURVEY	/2	
A. HISTORY OF HOUSING & HOMELESSNESS	/2	Score: Recommendation: 0-3 no housing intervention 4-8 an assessment for Rapid Re-Housing 9+ an assessment for Permanent Supportive Housing/Housing First
B. RISKS	/4	
C. SOCIALIZATION & DAILY FUNCTIONS	/4	
D. WELLNESS	/6	
E. FAMILY UNIT	/4	
GRAND TOTAL:	/22	

Follow-Up Questions

On a regular day, where is it easiest to find you and what time of day is easiest to do so?	place: _____ time: ____ : ____ or Morning/Afternoon/Evening/Night
Is there a phone number and/or email where someone can safely get in touch with you or leave you a message?	phone: (____) _____ - _____ email: _____
Ok, now I'd like to take your picture so that it is easier to find you and confirm your identity in the future. May I do so?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Refused

Communities are encouraged to think of additional questions that may be relevant to the programs being operated or your specific local context. This may include questions related to:

- military service and nature of discharge
- ageing out of care
- mobility issues
- legal status in country
- income and source of it
- current restrictions on where a person can legally reside
- children that may reside with the adult at some point in the future
- safety planning

APPENDIX B.2: VI-SPDAT

VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)

SINGLE ADULTS

AMERICAN VERSION 2.0

Administration

Interviewer's Name	Agency	<input type="checkbox"/> Team <input type="checkbox"/> Staff <input type="checkbox"/> Volunteer
Survey Date DD/MM/YYYY ____/____/____	Survey Time ____:____ AM/PM	Survey Location _____

Opening Script

Every assessor in your community regardless of organization completing the VI-SPDAT should use the same introductory script. In that script you should highlight the following information:

- the name of the assessor and their affiliation (organization that employs them, volunteer as part of a Point in Time Count, etc.)
- the purpose of the VI-SPDAT being completed
- that it usually takes less than 7 minutes to complete
- that only "Yes," "No," or one-word answers are being sought
- that any question can be skipped or refused
- where the information is going to be stored
- that if the participant does not understand a question or the assessor does not understand the question that clarification can be provided
- the importance of relaying accurate information to the assessor and not feeling that there is a correct or preferred answer that they need to provide, nor information they need to conceal

Basic Information

First Name	Nickname	Last Name
_____	_____	_____
In what language do you feel best able to express yourself? _____		
Date of Birth DD/MM/YYYY ____/____/____	Age _____	Social Security Number _____
		Consent to participate <input type="checkbox"/> Yes <input type="checkbox"/> No

IF THE PERSON IS 60 YEARS OF AGE OR OLDER, THEN SCORE 1.

SCORE:

A. History of Housing and Homelessness

1. Where do you sleep most frequently? (check one)
- ☐ Shelters
☐ Transitional Housing
☐ Safe Haven
☐ **Outdoors**
☐ **Other (specify):** _____
☐ **Refused**

IF THE PERSON ANSWERS ANYTHING OTHER THAN "SHELTER", "TRANSITIONAL HOUSING", OR "SAFE HAVEN", THEN SCORE 1. **SCORE:**

2. How long has it been since you lived in permanent stable housing? _____ ☐ Refused
3. In the last three years, how many times have you been homeless? _____ ☐ Refused

IF THE PERSON HAS EXPERIENCED 1 OR MORE CONSECUTIVE YEARS OF HOMELESSNESS, AND/OR 4+ EPISODES OF HOMELESSNESS, THEN SCORE 1. **SCORE:**

B. Risks

4. In the past six months, how many times have you...
- a) Received health care at an emergency department/room? _____ ☐ Refused
 b) Taken an ambulance to the hospital? _____ ☐ Refused
 c) Been hospitalized as an inpatient? _____ ☐ Refused
 d) Used a crisis service, including sexual assault crisis, mental health crisis, family/intimate violence, distress centers and suicide prevention hotlines? _____ ☐ Refused
 e) Talked to police because you witnessed a crime, were the victim of a crime, or the alleged perpetrator of a crime or because the police told you that you must move along? _____ ☐ Refused
 f) Stayed one or more nights in a holding cell, jail or prison, whether that was a short-term stay like the drunk tank, a longer stay for a more serious offence, or anything in between? _____ ☐ Refused

IF THE TOTAL NUMBER OF INTERACTIONS EQUALS 4 OR MORE, THEN SCORE 1 FOR EMERGENCY SERVICE USE. **SCORE:**

5. Have you been attacked or beaten up since you've become homeless? ☐ Y ☐ N ☐ Refused
6. Have you threatened to or tried to harm yourself or anyone else in the last year? ☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, THEN SCORE 1 FOR RISK OF HARM. **SCORE:**

VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)

SINGLE ADULTS

AMERICAN VERSION 2.0

7. Do you have any legal stuff going on right now that may result in you being locked up, having to pay fines, or that make it more difficult to rent a place to live? ☐ Y ☐ N ☐ Refused

IF "YES," THEN SCORE 1 FOR LEGAL ISSUES.

SCORE:

8. Does anybody force or trick you to do things that you do not want to do? ☐ Y ☐ N ☐ Refused

9. Do you ever do things that may be considered to be risky like exchange sex for money, run drugs for someone, have unprotected sex with someone you don't know, share a needle, or anything like that? ☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, THEN SCORE 1 FOR RISK OF EXPLOITATION.

SCORE:

C. Socialization & Daily Functioning

10. Is there any person, past landlord, business, bookie, dealer, or government group like the IRS that thinks you owe them money? ☐ Y ☐ N ☐ Refused

11. Do you get any money from the government, a pension, an inheritance, working under the table, a regular job, or anything like that? ☐ Y ☐ N ☐ Refused

IF "YES" TO QUESTION 10 OR "NO" TO QUESTION 11, THEN SCORE 1 FOR MONEY MANAGEMENT.

SCORE:

12. Do you have planned activities, other than just surviving, that make you feel happy and fulfilled? ☐ Y ☐ N ☐ Refused

IF "NO," THEN SCORE 1 FOR MEANINGFUL DAILY ACTIVITY.

SCORE:

13. Are you currently able to take care of basic needs like bathing, changing clothes, using a restroom, getting food and clean water and other things like that? ☐ Y ☐ N ☐ Refused

IF "NO," THEN SCORE 1 FOR SELF-CARE.

SCORE:

14. Is your current homelessness in any way caused by a relationship that broke down, an unhealthy or abusive relationship, or because family or friends caused you to become evicted? ☐ Y ☐ N ☐ Refused

IF "YES," THEN SCORE 1 FOR SOCIAL RELATIONSHIPS.

SCORE:

VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)

SINGLE ADULTS

AMERICAN VERSION 2.0

D. Wellness

15. Have you ever had to leave an apartment, shelter program, or other place you were staying because of your physical health? ☐ Y ☐ N ☐ Refused
16. Do you have any chronic health issues with your liver, kidneys, stomach, lungs or heart? ☐ Y ☐ N ☐ Refused
17. If there was space available in a program that specifically assists people that live with HIV or AIDS, would that be of interest to you? ☐ Y ☐ N ☐ Refused
18. Do you have any physical disabilities that would limit the type of housing you could access, or would make it hard to live independently because you'd need help? ☐ Y ☐ N ☐ Refused
19. When you are sick or not feeling well, do you avoid getting help? ☐ Y ☐ N ☐ Refused
20. **FOR FEMALE RESPONDENTS ONLY:** Are you currently pregnant? ☐ Y ☐ N ☐ N/A or Refused

IF "YES" TO ANY OF THE ABOVE, THEN SCORE 1 FOR PHYSICAL HEALTH.

SCORE:

21. Has your drinking or drug use led you to being kicked out of an apartment or program where you were staying in the past? ☐ Y ☐ N ☐ Refused
22. Will drinking or drug use make it difficult for you to stay housed or afford your housing? ☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, THEN SCORE 1 FOR SUBSTANCE USE.

SCORE:

23. Have you ever had trouble maintaining your housing, or been kicked out of an apartment, shelter program or other place you were staying, because of:
- a) A mental health issue or concern? ☐ Y ☐ N ☐ Refused
- b) A past head injury? ☐ Y ☐ N ☐ Refused
- c) A learning disability, developmental disability, or other impairment? ☐ Y ☐ N ☐ Refused
24. Do you have any mental health or brain issues that would make it hard for you to live independently because you'd need help? ☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, THEN SCORE 1 FOR MENTAL HEALTH.

SCORE:

IF THE RESPONDENT SCORED 1 FOR PHYSICAL HEALTH AND 1 FOR SUBSTANCE USE AND 1 FOR MENTAL HEALTH, SCORE 1 FOR TRI-MORBIDITY.

SCORE:

VULNERABILITY INDEX - SERVICE PRIORITIZATION DECISION ASSISTANCE TOOL (VI-SPDAT)

SINGLE ADULTS

AMERICAN VERSION 2.0

25. Are there any medications that a doctor said you should be taking that, for whatever reason, you are not taking? ☐ Y ☐ N ☐ Refused

26. Are there any medications like painkillers that you don't take the way the doctor prescribed or where you sell the medication? ☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, SCORE 1 FOR MEDICATIONS.

SCORE:

27. **YES OR NO:** Has your current period of homelessness been caused by an experience of emotional, physical, psychological, sexual, or other type of abuse, or by any other trauma you have experienced? ☐ Y ☐ N ☐ Refused

IF "YES", SCORE 1 FOR ABUSE AND TRAUMA.

SCORE:

Scoring Summary

DOMAIN	SUBTOTAL	RESULTS
PRE-SURVEY	/1	Score: Recommendation: 0-3: no housing intervention 4-7: an assessment for Rapid Re-Housing 8+: an assessment for Permanent Supportive Housing/Housing First
A. HISTORY OF HOUSING & HOMELESSNESS	/2	
B. RISKS	/4	
C. SOCIALIZATION & DAILY FUNCTIONS	/4	
D. WELLNESS	/6	
GRAND TOTAL:	/17	

Follow-Up Questions

On a regular day, where is it easiest to find you and what time of day is easiest to do so?	place: _____ time: ____ : ____ or Morning/Afternoon/Evening/Night
Is there a phone number and/or email where someone can safely get in touch with you or leave you a message?	phone: (____) _____ - _____ email: _____
Ok, now I'd like to take your picture so that it is easier to find you and confirm your identity in the future. May I do so?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Refused

Communities are encouraged to think of additional questions that may be relevant to the programs being operated or your specific local context. This may include questions related to:

- military service and nature of discharge
- ageing out of care
- mobility issues
- legal status in country
- income and source of it
- current restrictions on where a person can legally reside
- children that may reside with the adult at some point in the future
- safety planning

APPENDIX B.3: VI-Y-SPDAT

NEXT STEP TOOL FOR HOMELESS YOUTH

SINGLE YOUTH

AMERICAN VERSION 1.0

Administration

Interviewer's Name	Agency	<input type="checkbox"/> Team <input type="checkbox"/> Staff <input type="checkbox"/> Volunteer
Survey Date	Survey Time	Survey Location
DD/MM/YYYY ____/____/____	____:____ AM/PM	_____

Opening Script

Every assessor in your community regardless of organization completing the VI-SPDAT should use the same introductory script. In that script you should highlight the following information:

- the name of the assessor and their affiliation (organization that employs them, volunteer as part of a Point in Time Count, etc.)
- the purpose of the VI-SPDAT being completed
- that it usually takes less than 7 minutes to complete
- that only "Yes," "No," or one-word answers are being sought
- that any question can be skipped or refused
- where the information is going to be stored
- that if the participant does not understand a question that clarification can be provided
- the importance of relaying accurate information to the assessor and not feeling that there is a correct or preferred answer that they need to provide, nor information they need to conceal

Basic Information

First Name	Nickname	Last Name
_____	_____	_____
In what language do you feel best able to express yourself? _____		
Date of Birth	Age	Social Security Number
DD/MM/YYYY ____/____/____	_____	_____
Consent to participate		<input type="checkbox"/> Yes <input type="checkbox"/> No

IF THE PERSON IS 17 YEARS OF AGE OR LESS, THEN SCORE 1.

SCORE:

A. History of Housing and Homelessness

1. Where do you sleep most frequently? (check one)

- ☐ Shelters ☐ Couch surfing ☐ Other (specify): _____
☐ Transitional Housing ☐ Outdoors
☐ Safe Haven ☐ Refused

IF THE PERSON ANSWERS ANYTHING OTHER THAN "SHELTER", "TRANSITIONAL HOUSING", OR "SAFE HAVEN", THEN SCORE 1.

SCORE:

2. How long has it been since you lived in permanent stable housing? _____ ☐ Refused

3. In the last three years, how many times have you been homeless? _____ ☐ Refused

IF THE PERSON HAS EXPERIENCED 1 OR MORE CONSECUTIVE YEARS OF HOMELESSNESS, AND/OR 4+ EPISODES OF HOMELESSNESS, THEN SCORE 1.

SCORE:

B. Risks

4. In the past six months, how many times have you...

- a) Received health care at an emergency department/room? _____ ☐ Refused
 b) Taken an ambulance to the hospital? _____ ☐ Refused
 c) Been hospitalized as an inpatient? _____ ☐ Refused
 d) Used a crisis service, including sexual assault crisis, mental health crisis, family/intimate violence, distress centers and suicide prevention hotlines? _____ ☐ Refused
 e) Talked to police because you witnessed a crime, were the victim of a crime, or the alleged perpetrator of a crime or because the police told you that you must move along? _____ ☐ Refused
 f) Stayed one or more nights in a holding cell, jail, prison or juvenile detention, whether it was a short-term stay like the drunk tank, a longer stay for a more serious offence, or anything in between? _____ ☐ Refused

IF THE TOTAL NUMBER OF INTERACTIONS EQUALS 4 OR MORE, THEN SCORE 1 FOR EMERGENCY SERVICE USE.

SCORE:

5. Have you been attacked or beaten up since you've become homeless? ☐ Y ☐ N ☐ Refused

6. Have you threatened to or tried to harm yourself or anyone else in the last year? ☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, THEN SCORE 1 FOR RISK OF HARM.

SCORE:

NEXT STEP TOOL FOR HOMELESS YOUTH

SINGLE YOUTH

AMERICAN VERSION 1.0

7. Do you have any legal stuff going on right now that may result in you being locked up, having to pay fines, or that make it more difficult to rent a place to live? ☐ Y ☐ N ☐ Refused

8. Were you ever incarcerated when younger than age 18? ☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, THEN SCORE 1 FOR LEGAL ISSUES.

SCORE:

9. Does anybody force or trick you to do things that you do not want to do? ☐ Y ☐ N ☐ Refused

10. Do you ever do things that may be considered to be risky like exchange sex for money, food, drugs, or a place to stay, run drugs for someone, have unprotected sex with someone you don't know, share a needle, or anything like that? ☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, THEN SCORE 1 FOR RISK OF EXPLOITATION.

SCORE:

C. Socialization & Daily Functioning

11. Is there any person, past landlord, business, bookie, dealer, or government group like the IRS that thinks you owe them money? ☐ Y ☐ N ☐ Refused

12. Do you get any money from the government, an inheritance, an allowance, working under the table, a regular job, or anything like that? ☐ Y ☐ N ☐ Refused

IF "YES" TO QUESTION 11 OR "NO" TO QUESTION 12, THEN SCORE 1 FOR MONEY MANAGEMENT.

SCORE:

13. Do you have planned activities, other than just surviving, that make you feel happy and fulfilled? ☐ Y ☐ N ☐ Refused

IF "NO," THEN SCORE 1 FOR MEANINGFUL DAILY ACTIVITY.

SCORE:

14. Are you currently able to take care of basic needs like bathing, changing clothes, using a restroom, getting food and clean water and other things like that? ☐ Y ☐ N ☐ Refused

IF "NO," THEN SCORE 1 FOR SELF-CARE.

SCORE:

NEXT STEP TOOL FOR HOMELESS YOUTH

SINGLE YOUTH

AMERICAN VERSION 1.0

15. Is your current lack of stable housing...

- a) Because you ran away from your family home, a group home or a foster home? ☐ Y ☐ N ☐ Refused
- b) Because of a difference in religious or cultural beliefs from your parents, guardians or caregivers? ☐ Y ☐ N ☐ Refused
- c) Because your family or friends caused you to become homeless? ☐ Y ☐ N ☐ Refused
- d) Because of conflicts around gender identity or sexual orientation? ☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, THEN SCORE 1 FOR SOCIAL RELATIONSHIPS.

SCORE:

- e) Because of violence at home between family members? ☐ Y ☐ N ☐ Refused
- f) Because of an unhealthy or abusive relationship, either at home or elsewhere? ☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, THEN SCORE 1 FOR ABUSE/TRAUMA.

SCORE:

D. Wellness

- 16. Have you ever had to leave an apartment, shelter program, or other place you were staying because of your physical health? ☐ Y ☐ N ☐ Refused
- 17. Do you have any chronic health issues with your liver, kidneys, stomach, lungs or heart? ☐ Y ☐ N ☐ Refused
- 18. If there was space available in a program that specifically assists people that live with HIV or AIDS, would that be of interest to you? ☐ Y ☐ N ☐ Refused
- 19. Do you have any physical disabilities that would limit the type of housing you could access, or would make it hard to live independently because you'd need help? ☐ Y ☐ N ☐ Refused
- 20. When you are sick or not feeling well, do you avoid getting medical help? ☐ Y ☐ N ☐ Refused
- 21. Are you currently pregnant, have you ever been pregnant, or have you ever gotten someone pregnant? ☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, THEN SCORE 1 FOR PHYSICAL HEALTH.

SCORE:

NEXT STEP TOOL FOR HOMELESS YOUTH

SINGLE YOUTH

AMERICAN VERSION 1.0

22. Has your drinking or drug use led you to being kicked out of an apartment or program where you were staying in the past? ☐ Y ☐ N ☐ Refused
23. Will drinking or drug use make it difficult for you to stay housed or afford your housing? ☐ Y ☐ N ☐ Refused
24. If you've ever used marijuana, did you ever try it at age 12 or younger? ☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, THEN SCORE 1 FOR SUBSTANCE USE.

SCORE:

25. Have you ever had trouble maintaining your housing, or been kicked out of an apartment, shelter program or other place you were staying, because of:

- a) A mental health issue or concern? ☐ Y ☐ N ☐ Refused
- b) A past head injury? ☐ Y ☐ N ☐ Refused
- c) A learning disability, developmental disability, or other impairment? ☐ Y ☐ N ☐ Refused

26. Do you have any mental health or brain issues that would make it hard for you to live independently because you'd need help? ☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, THEN SCORE 1 FOR MENTAL HEALTH.

SCORE:

IF THE RESPONENT SCORED 1 FOR PHYSICAL HEALTH AND 1 FOR SUBSTANCE USE AND 1 FOR MENTAL HEALTH, SCORE 1 FOR TRI-MORBIDITY.

SCORE:

27. Are there any medications that a doctor said you should be taking that, for whatever reason, you are not taking? ☐ Y ☐ N ☐ Refused
28. Are there any medications like painkillers that you don't take the way the doctor prescribed or where you sell the medication? ☐ Y ☐ N ☐ Refused

IF "YES" TO ANY OF THE ABOVE, SCORE 1 FOR MEDICATIONS.

SCORE:

Scoring Summary

DOMAIN	SUBTOTAL	RESULTS
PRE-SURVEY	/1	Score: Recommendation: 0-3: no moderate or high intensity services be provided at this time 4-7: assessment for time-limited supports with moderate intensity 8+: assessment for long-term housing with high service intensity
A. HISTORY OF HOUSING & HOMELESSNESS	/2	
B. RISKS	/4	
C. SOCIALIZATION & DAILY FUNCTIONS	/4	
D. WELLNESS	/6	
GRAND TOTAL:	/17	

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8

Follow-Up Questions

On a regular day, where is it easiest to find you and what time of day is easiest to do so?	place: _____
	time: ____ : ____ or Morning/Afternoon/Evening/Night
Is there a phone number and/or email where someone can get in touch with you or leave you a message?	phone: (____) _____ - _____
	email: _____
Ok, now I'd like to take your picture so that it is easier to find you and confirm your identity in the future. May I do so?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Refused

Communities are encouraged to think of additional questions that may be relevant to the programs being operated or your specific local context. This may include questions related to:

- military service and nature of discharge
- ageing out of care
- mobility issues
- legal status in country
- income and source of it
- current restrictions on where a person can legally reside
- children that may reside with the youth at some point in the future
- safety planning

APPENDIX C: DATA ELEMENT COLLECTION SUMMARY

Data Element	Data Collected About				When the Data Are Collected					
	All Clients	HoH Only	HoH and Other Adults	Adult Clients Only	Record Creation	Project Start	At Occurrence	At Update	Annual Assessment	At Exit
3.1 Name	X				X					
3.2 Social Security Number	X				X					
3.3 Date of Birth	X				X					
3.4 Race	X				X					
3.5 Ethnicity	X				X					
3.6 Gender	X				X					
3.7 Veteran Status				X	X					
3.8 Disabling Condition	X					X				
3.10 Project Start Date	X					X				
3.11 Project Exit Date	X									X
3.12 Destination	X									X
3.15 Relationship to Head of Household	X					X				
3.16 Client Location		X				X	X (at time the client's location changes from one CoC to another, if applicable)			

Data Element	Data Collected About				When the Data Are Collected					
	All Clients	HoH Only	HoH and Other Adults	Adult Clients Only	Record Creation	Project Start	At Occurrence	At Update	Annual Assessment	At Exit
3.20 Housing Move-In Date		X					X (at time of move-in to PH, if applicable)			
3.917 Living Situation			X			X				
4.2 Income and Sources			X			X		X	X	X
4.3 Non-Cash Benefits			X			X		X	X	X
4.4 Health Insurance	X					X		X	X	X
4.5 Physical Disability	X					X		X		X
4.6 Developmental Disability	X					X		X		X
4.7 Chronic Health Condition	X					X		X		X
4.8 HIV/AIDS	X					X		X		X
4.9 Mental Health Problem	X					X		X		X
4.10 Substance Abuse	X					X		X		X
4.11 Domestic Violence			X			X		X		
4.12 Contact			X				X (at time each of contact)			
4.13 Date of Engagement			X				X (at point of engagement)			
4.14 Bed Night Date	X						X (as provided)			
4.18 Housing Assessment Disposition			X							X

Community + Human Development

HOME-ARP Allocation Plan

30x30 Strategic Objective: Support affordable, high-quality housing options especially for vulnerable populations

community + human development

Advance Equity

Reduce Poverty

Build Sustainability



Civic Empowerment

- Equity + Access
- Climate Action
- Volunteerism + Engagement

Human Services

- Homelessness
- Health + Wellbeing
- Recreation + Lifestyle

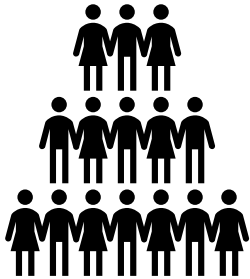
Neighborhood Development

- Housing
- Community Revitalization
- Quality of Life

Our responsibility is to serve as the catalyst for community partnerships, collaboration + change ensuring **equity, resilience + sustainability** for the most vulnerable El Pasoans by giving voice to the underrepresented, supporting a strong system of human services & investing in El Paso homes, families + neighborhoods.

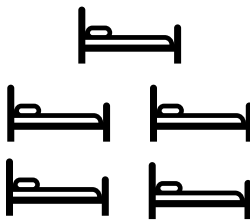


The Problem



839

Individuals experiencing Homelessness



552

Shelter Beds Available

287

The Gap in Shelter Beds at any given time

The Solution

HOME-ARP

- ✓ Increase the supply of affordable rental units
- ✓ Increase availability of non-congregate shelter
- ✓ Provides tenant-based rental assistance with intensive case management services



State of Homelessness Work Session



Homeless Services
Community Partners

20

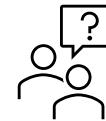
Key Takeaways: Increased coordination, increased **access to housing**, **homeless prevention** and **RRH programs** require **intensive case management**.

Community Needs Assessment



Individual Survey
Responses

120



Roundtable Participants

96

Priority Vulnerabilities Identified:
Homelessness, **Mental Health**, and
Affordable Housing.

Community stakeholders, residents and subject matter experts were engaged to discuss key issues within the sectors of **Housing and Homelessness**, **Health and Wellbeing**, **Food Security and Family Stability**.

Individuals Experiencing Homelessness

- Approximately **839 single adults*** are experiencing homelessness on any given day in El Paso, according to the latest annual Point in Time data.
- Emergency shelters are operating at capacity and surge events overwhelm the system.

Individuals At-Risk of Experiencing Homelessness

- There is an approximate gap of **11,500 affordable units** for households below 30% AMI and **3,500 affordable units** for households between 30% and 50% AMI.
- Households experiencing housing cost burden are at-risk of homelessness and may create additional pressure on the emergency shelter system. **Tenant-Based Rental Assistance w/ intensive case management** services can prevent this.

HOME-ARP Activities

Homeless Prevention & Rapid Rehousing \$5,400,000

- TBRA, intensive case management, and non-profit operating

Development of Affordable Rental Housing \$2,935,888

- Supporting \$15 Million NOFA for multi-family affordable rental units

Acquisition and Development of Non-Congregate Shelters \$1,200,000

- Increasing non-congregate shelter access allows for faster transfer of clientele out of congregate shelter freeing up beds for more individuals.

Programs and projects to be selected via NOFAs for each category

NEXT STEPS



Mission

Deliver exceptional services to support a high quality of life and place for our community

Values

Integrity, **R**espect, **E**xcellence,
Accountability, **P**eople

Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government