Oscar Leeser Mayor

Dionne Mack City Manager



CITY COUNCIL
Brian Kennedy, District 1
Josh Acevedo, 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

October 22, 2024 COUNCIL CHAMBERS, CITY HALL, 300 N. CAMPBELL AND VIRTUALLY 9:00 AM

Teleconference phone number: 1-915-213-4096
Toll free number: 1-833-664-9267
Conference ID: 993-221-516#

AND

AGENDA REVIEW MEETING COUNCIL CHAMBERS, CITY HALL 300 N. CAMPBELL AND VIRTUALLY October 21, 2024 9:00 AM

Teleconference phone number: 1-915-213-4096
Toll free number: 1-833-664-9267
Conference ID: 789-269-857#

Notice is hereby given that an Agenda Review Meeting will be conducted on October 21, 2024, at 9:00 A.M. and a Regular Meeting of the City Council of the City of El Paso will be conducted on October 22, 2024, 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, October 21, 2024 Conference ID: 789-269-857#

Regular Council Meeting, October 22, 2024 Conference ID: 993-221-516#

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/dfad29e838da41fd86052bb264abd397

To Speak on Agenda Items:

https://app.smartsheet.com/b/form/7086be5f4ed44a239290caa6185d0bdb A quorum of City Council must participate in the meeting.

ROLL CALL

INVOCATION BY EL PASO POLICE CHAPLAIN JOSEPH MARATTA

PLEDGE OF ALLEGIANCE

IDEA Rio Vista Public School at the invitation of City Representative Cassandra Hernandez

Akeila Montalvo
Carolina Garcia
Madison Felix
Marion Garcia
Seth Elizalde
Santiago Esparza
Jaydan Canales
Jodi Hernandez
Grecia Diaz
America Diaz
Alijah Holguin

MAYOR'S PROCLAMATIONS

LGBTQIA+ History Month

National Health Education Week

National El Paso Marathon Runners Day

Employment Opportunities for People with Disabilities Month

Leon Metz Travel the Pass Day

RECOGNITIONS BY MAYOR

Mayor's Distinguished Award

Dr. Louis Alpern

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 October 8, 2024, the Agenda Review Meeting of October 7, 2024, and the Work Session of October 7, 2024.

<u>24-1437</u>

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 Joe Molinar from the October 22, 2024, Regular City Council Meeting.

<u>24-1234</u>

CONSENT AGENDA - RESOLUTIONS:

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

3. A Resolution that the City Council, in accordance with the provisions of City Code Subsection 12.056.020(F)(1), hereby exempts the regularly designated parking meter fees to the North of I-10, to include, but not be limited to the Uptown Parking Benefit District, on November 23, 2024, for WinterFest which constitutes a special downtown event.

<u>24-1417</u>

All Districts

International Bridges, Robert Tinajero, (915) 212-7509

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

4.	The linkage to the Strategic Plan is subsection: 6.7 Deliver effective and efficient processes to maximize value in obtaining goods and services.	<u>24-1429</u>
	A Resolution that the City Council hereby delegates its authority to cancel an active solicitation for goods and services to the Purchasing Director of the City of El Paso's Purchasing & Strategic Sourcing Department.	
	All Districts Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092	
Goal	7: Enhance and Sustain El Paso's Infrastructure Network	
5.	A Resolution authorizing the City Manager to sign a Consent to Assignment to assign an On-Call Agreement, Contract No. 2021-0804R (Professional Civil Engineering Services), from DEC - El Paso, LLC to Gannett Fleming, Inc.	<u>24-1410</u>
	All Districts Capital Improvement Department, Yvette Hernandez, (915) 212-0065	
6.	A Resolution authorizing the City Manager to sign a Consent to Assignment to assign an Agreement for Professional Services, Contract No. 2023-0380 (Engineering and Design Services - Vista Del Sol, Pebble Hills Blvd. Reconstruction-Resurfacing), from DEC - El Paso, LLC to Gannett Fleming, Inc.	<u>24-1411</u>
	All Districts Capital Improvement Department, Yvette Hernandez, (915) 212-0065	
7.	A Resolution authorizing the City Manager to sign a Consent to Assignment to assign an On-Call Agreement, Contract No. 2023-0450 (Professional Civil Engineering Services), from DEC - El Paso, LLC to Gannett Fleming, Inc.	<u>24-1412</u>
	All Districts Capital Improvement Department, Yvette Hernandez, (915) 212-0065	
Goal	8: Nurture and Promote a Healthy, Sustainable Community	
8.	A Resolution that the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and Village of Vinton, Texas, for the period of September 1, 2024, through August 31, 2025 for the provision of public health and environmental services by the City of El Paso to Village of Vinton.	<u>24-1362</u>
	All Districts Public Health, Veerinder Taneja, (915) 212-6502	
9.	A Resolution that the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and City of Socorro, Texas, for the period of September 1, 2024, through August 31, 2025 for the provision of public health and environmental services by the City of El Paso to City of Socorro.	<u>24-1363</u>

All Districts

Public Health, Veerinder Taneja, (915) 212-6502

10. A Resolution that the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and City of San Elizario, Texas, for the period of September 1, 2024, through August 31, 2025 for the provision of public health and environmental services by the City of El Paso to City of San Elizario.

<u>24-1405</u>

All Districts

Public Health, Veerinder Taneja, (915) 212-6502

11. That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso (the "City") and City of San Elizario, Texas ("San Elizario"), for the period of September 1, 2024 through August 31, 2025, for the City's Department of Animal Services to provide various animal services to San Elizario.

24-1418

All Districts

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

12. That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso (the "City") and City of Socorro, Texas ("Socorro"), for the period of September 1, 2024 through August 31, 2025, for the City's Department of Animal Services to provide various animal services to Socorro.

24-1419

All Districts

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

13. That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso (the "City") and Village of Vinton, Texas ("Village of Vinton"), for the period of September 1, 2024 through August 31, 2025, for the City's Department of Animal Services to provide various animal services to the Village of Vinton.

<u>24-1424</u>

All Districts

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

CONSENT AGENDA - BOARD RE-APPOINTMENTS:

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

14. Rene Hurtado to the Greater El Paso Civic, Convention, and Tourism Advisory Board by Representative Josh Acevedo, District 2.

24-1425

Members of the City Council, Representative Josh Acevedo, (915) 212-0002

Goal 8: Nurture and Promote a Healthy, Sustainable Community

15. Emma Acosta to the El Paso Housing Finance Corporation by Mayor Oscar Leeser.

<u>24-1453</u>

Members of the Ci	y Council	, Mayor	Oscar I	Leeser,	(915)	212-0021
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16. Luis Miranda to the Regional Renewable Energy Advisory Council by Mayor Oscar Leeser.

24-1486

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

CONSENT AGENDA - BOARD APPOINTMENTS:

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

17.	Suzanne Dipp to the Tax Increment Reinvestment Zone Number 5 by Mayor	<u>24-147</u> 4
	Oscar Leeser.	

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

18. Gilbert Izquierdo to the Tax Increment Reinvestment Zone Number 5 by Mayor Oscar Leeser.

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

Goal 3: Promote the Visual Image of El Paso

19.	Isabel Montoya to the Open Space Advisory Board by Representative Henry Rivera, District 7.	<u>24-1481</u>
	Rivera, District 7.	

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

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

20. Elsa Borrego to the Civil Service Commission by Mayor Oscar Leeser.
 Members of the City Council, Mayor Oscar Leeser, (915) 212-0021

Goal 8: Nurture and Promote a Healthy, Sustainable Community

21. Jose M. Limón to the AmeriCorps Seniors Advisory Council by Mayor Oscar Leeser.

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

22. Andy Vargas to the Regional Renewable Energy Advisory Council by Representative Cassandra Hernandez, District 3.

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

23. Dr. Raquel Ellis to the Animal Shelter Advisory Committee by Mayor Oscar Leeser.

Members of the City	y Council.	, Mayor	Oscar	Leeser,	(915)) 212-0021
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24. Marco Cordova to the Fair Housing Task Force by Representative Cassandra Hernandez, District 3, as an alternate member.

24-1488

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

CONSENT AGENDA - APPLICATIONS FOR TAX REFUNDS:

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

25. 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 A).

<u>24-1422</u>

All Districts

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

CONSENT AGENDA - NOTICE FOR NOTATION:

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

26. For notation only, Special Projects, Discretionary fund expenditures, and P-Card Transactions for the period of August 21, 2024 - September 20, 2024 for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff.

<u>24-1413</u>

All Districts

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

CONSENT AGENDA - NOTICE OF CAMPAIGN CONTRIBUTIONS:

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

27. For notation pursuant to Section 2.92.080 of the City Code: receipt of campaign contributions by Representative Joe Molinar in the amount of \$5,000.00 from the Texas Realtors Political Action Committee (TREPAC).

<u>24-1462</u>

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

28. For notation pursuant to Section 2.92.080 of the City Code: receipt of campaign contributions by Mayor Pro Tempore Brian Kennedy in the amounts of \$1,000 from Maria Teran, \$2,500 from El Paso Association of Firefighters Political Action Committee, \$3,000 from Stanley Jobe, \$500 from Jose Fong, and \$500 from Dennis and Donna Neesen.

24-1470

Members of the City Council, Representative Brian Kennedy, (915) 212-1000

29.	For notation pursuant to Section 2.92.080 of the City Code: receipt of contributions by Representative Josh Acevedo in the amounts of \$500 from John Panahi, \$250 from Stan J. Sloan, \$1,000 from Cesar Blanco, \$500 from Glen R. Morris, \$1,000 from Stanley P. Jobe, \$100 from Gabriel & Soledad Aragon, \$500 from Jack T. Chapman, \$1,000 from The El Paso Association of Fire Fighters Local 51, Inc. Political Action Committee, \$1000 from El Paso Municipal Police Officers (Political Action Committee Fund), \$200 from El Paso Sheriff's Officers Association Political Action Committee, \$5,000 from TREPAC-Texas Realtors Political Action Committee, and \$500 from John Panahi.	<u>24-1478</u>
	Members of the City Council, Representative Josh Acevedo, (915) 212-0002	
30.	For notation pursuant to Section 2.92.080 of the City Code: receipt of campaign contributions by Jesus Romero, Candidate for District 3, in the amounts of \$800.00 from Jesus Romero as a personal loan to campaign, and \$100 from Elena Mata DBA Rodeo Realty.	<u>24-1406</u>
	City Clerk's Office, Laura D. Prine, (915) 212-0049	
31.	For notation pursuant to Section 2.92.080 of the City Code: receipt of campaign contributions by Amanda Cunningham, Candidate for District 5, in the amounts of \$25 from Athomas Palmer, \$20 from Breana Davis, \$50 from Aquella Rone, \$50 from Antonia Mayhew, \$100 from Keyshun Kittles-Joner, \$103 from Clarissa Correa, \$100 from Lorie Franklin, and \$500 from Russell Cunningham.	<u>24-1415</u>
	City Clerk's Office, Laura D. Prine, (915) 212-0049	
32.	For notation pursuant to Section 2.92.080 of the City Code: receipt of campaign contributions by Kenneth Bell, Candidate for District 3, in the amount of \$3,000 loan to self.	<u>24-1416</u>
	City Clerk's Office, Laura D. Prine, (915) 212-0049	
33.	For notation pursuant to Section 2.92.080 of the City Code: receipt of campaign contributions by Alejandra Chavez, Candidate for District 1, in the amounts of \$500 from David Osborn; \$500 from Cliff Eisenberg; and \$2,500 from Kathy and Raymond Palacios.	<u>24-1438</u>
	City Clerk's Office, Laura D. Prine, (915) 212-0049	
34.	For notation pursuant to Section 2.92.080 of the City Code: receipt of campaign contributions by Tamara Davis, candidate for District 5, in the amounts of \$100 from Victoria Anthony, \$250 from Davida Manor, \$50 from Josh Swizzle, \$100 from Vanessa Dickens, \$25 from Jonathan Ward, and \$25 from Wade Wade.	<u>24-1440</u>
	City Clerk's Office, Laura D. Prine, (915) 212-0049	
35.	For notation pursuant to Section 2.92.080 of the City Code: receipt of campaign contributions by Lily Limon, Candidate for District 7, in the amounts of \$500 from Oscar Leeser, \$500 from Lorenzo Medina, \$500 from Enrique Escobar, \$500 from Joe Pickett, and \$3,000 from Lawrence A. Romero.	<u>24-1441</u>

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

36. For notation pursuant to Section 2.92.080 of the City Code: receipt of campaign contribution by Sam Armijo, Candidate for District 1, in the amount of \$500.00 from the West El Paso Republican Women.

<u>24-1463</u>

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

37. For notation pursuant to Section 2.92.080 of the City Code: receipt of campaign contributions by Ivan Niño, Candidate for District 5, in the amounts of \$5,000.00 from the Texas Realtors Political Action Committee, \$1,000.00 from the El Paso Association of Firefighters Local 51 Political Action Committee, and \$200.00 from the El Paso Sheriff's Officers Association Political Action Committee.

24-1468

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

CONSENT AGENDA - REQUEST FOR PROPOSALS:

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

38. Request authorizing the City Manager to sign an Agreement for Professional Services by and between the City of El Paso and Weaver for a total contract amount not to exceed \$128,000.00 and a term of one year. Further, 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 the execution of the Agreement.

24-1491

All Districts

City Manager's Office, Dionne Mack, (915) 212-0023 City Attorney's Office, Karla M. Nieman, (915) 212-0033

CONSENT AGENDA - BIDS:

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

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

24-1408

Award Summary:

The award of Solicitation 2024-0478 Citywide Backflow Inspections to Joanne Robles dba RRS Testing for an initial term of three (3) years for an estimated amount of \$62,610.00. The award also includes a two (2) year option for an estimated amount of \$41,740.00. The total contract time is for five (5) years for a total estimated amount of \$104,350.00. This contract will allow for inspections, maintenance and repair of backflow preventers in city owned facilities to insure maximum reliability.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An

increase of \$19,440.00 for the initial term, which represents a 45.03% increase due to items and quantities added to the scope of work.

Department: Streets and Maintenance Award to: Joanne Robles dba RRS Testing

City & State: Wilson, Texas

Item(s): All

Initial Term: 3 Years Option Term: 2 Years

Total Contract Time: 5 Years

Annual Estimated Award: \$20,870.00 Initial Term Estimated Award: \$62,610.00 Option Term Estimated Award: \$41,740.00 Total Estimated Award: \$104,350.00

Account(s) 532-1000-31040-522260-P3120

Funding Source(s): General Fund

This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance departments recommend award as indicated to Joanne Robles dba RRS Testing the lowest responsive and responsible bidder, and that EP Integrated Fire Systems & Concepts, LLC be deemed non-responsive due to submitting the incorrect bid form.

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.

In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

Additionally, it is requested that the City Attorney's Office review and that the City Manager or designee be authorized to execute any related contract documents and agreements necessary to effectuate this award.

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 2: Set the Standard for a Safe and Secure City

40. Discussion and action that the City Council declares the expenditure of District 7 discretionary funds, in an amount not to exceed \$34,000 for traffic safety improvements on Castner Drive, serves the municipal purpose of enhancing and sustaining the community's transportation network.

24-1469

Further, that the City Manager, or designee, be authorized to effectuate any budget transfers and execute any contracts and/or related documents

necessary to ensure that the funds are properly expended for the municipal purpose.

District 7

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

41. Discussion and action to authorize the expenditure of District 7 discretionary funds in an amount not to exceed \$10,000, to purchase 2 Speed Feedback Signs to be installed within District 7, this expenditure serves the municipal purpose of slowing traffic, to improve safety for pedestrians and bicyclists, and reduces the need for constant police enforcement by providing immediate speed feedback for drivers.

24-1472

District 7

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

42. Discussion and action to authorize the expenditure of District 3 discretionary funds in an amount not to exceed \$11,600.00 to be used towards an inclusive and sensory friendly, Trunk-or-Treat Halloween event in District 3, Movies in the Park events, enhancing street lights in District 3 providing updates to all residents residing in District 3 and hosting a special event for District 3 Neighborhood Associations serves a municipal purpose by setting the standard for a safe and secure city, enhancing El Paso's quality of life, promoting transparent and consistent communication among all members of the community, and nurturing and promoting a healthy and sustainable community.

24-1475

District 3

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

43. Discussion and action to direct the City Manager and City Attorney to research, benchmark, and make recommendations regarding the portions of the State Statute that governs the Firemen and Policemen's Pension Fund, Tex. Rev. Civ. Stat. Article 6243b that involve the City and provide information on all recommendations to the Firemen and Policemen Fund.

24-1482

All Districts

Members of the City Council, Representative Brian Kennedy, (915) 212-0001

44. Discussion and action regarding the September 12, 2024, and October 11, 2024, El Paso Firemen and Policemen Fund Second-Tier Plan Cost-of-Living Adjustment correspondence submitted to the City Manager.

24-1485

All Districts

Members of the City Council, Representative Brian Kennedy, (915) 212-0001

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

Discussion and action that the City Council authorizes the expenditure of District 8 discretionary funds in an amount not to exceed THREE THOUSAND AND 00/100 DOLLARS (\$3,000.00) towards the FY 2025 District 8 "Movies in the Park" series, and declares that this expenditure serves the municipal purpose of providing recreational and cultural activities to the residents of and

<u>24-1464</u>

visitors to the City of El Paso, which benefits the community and instills community pride.

District 8

District 7

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

Discussion and action to approve a Resolution that the City Council declares 46. that the expenditure of District 7 discretionary funds, in an amount not to exceed \$28,777.00, to assist with the installation of new floor tiles at the Pavo Real Senior Center, serves the municipal purpose of enhancing the quality of life of the citizens of El Paso through promoting community recreation, and by fostering community pride and encouraging civic engagement; and to direct the City Manager, or designee, to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended for the municipal purpose.

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

47. Discussion and action to approve a Resolution that the City Council declares the expenditure of District 7 discretionary funds, in an amount not to exceed \$34,000.00 for an ADA accessible ramp at Pavo Real Senior Center, serves the municipal purpose of enhancing the quality of life of the citizens of El Paso through promoting community recreation, and by fostering community pride and encouraging civic engagement; and

that City Council declares the expenditure of District 7 discretionary funds, in an amount not to exceed \$3,000 for three (3) televisions to be utilized at Pavo Real Senior Center, serves the municipal purpose of enhancing the quality of life of the citizens of El Paso through promoting community recreation and encouraging civic engagement; and

to direct the City Manager, or designee, to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended for the municipal purpose.

District 7

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

48. Discussion and action to accept a grant in the amount of \$2,000.00 from Marathon Petroleum Company for two Fall Festivals in District 2.

24-1480

24-1465

24-1466

District 2

Members of the City Council, Representative Josh Acevedo, (915) 212-0002

49. Discussion and action that the City Council accept the donation in the amount of \$2,000.00 from El Paso Disposal to pay for permitted activities for Halloween.

24-1476

District 3

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

50. Discussion and action that the City Council accept the donation in the amount of \$1,000.00 from El Paso Electric Company to pay for permitted activities for Halloween.

24-1477

District 3

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

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

51. Discussion and action to direct the City Manager and City Attorney to review the Agenda Summary Form used for council and agenda review items and provide recommendations to the council in 30 days on potential revisions to the form, to include the addition of a section for community and stakeholder outreach.

<u>24-1473</u>

All Districts

Members of the City Council, Representative Isabel Salcido, (915) 212-0005 Members of the City Council, Representative Josh Acevedo, (915) 212-0002

52. Discussion and action to direct the City Manager and City Attorney to cancel the existing contract with Baker Tilly US, LLP.

24-1487

All Districts

Members of the City Council, Representative Josh Acevedo, (915) 212-0002 Members of the City Council, Representative Isabel Salcido, (915) 212-0005

Goal 8: Nurture and Promote a Healthy, Sustainable Community

53. Discussion and action that the City of El Paso supports the application by UTEP and a coalition of Community Based Organizations (CBOs) including Project Regeneracion, Los Exes de la Bowie, La Mujer Obrera, St. Francis Neighborhood Association, Barrio Lincoln Park Association, Corbin-Sambrano Neighborhood Association, Glenwood Water Association, Val Verde Vecinos Neighborhood Association, the Colonia of Montana Vista, Texas Tech University, Amanecer People's Project, Eco El Paso, Texas A&M AgriLife Extension-El Paso, La Semilla Food Center, and Houston in Action - El Paso to the U.S. Environmental Protection Agency (EPA) Fiscal Year 2024 Community Change grant program for Track I in the amount of \$20,000,000.00. The application does not require any matching funds from the City.

24-1483

All Districts

Members of the City Council, Representative Chris Canales, (915) 212-0008 Members of the City Council, Representative Josh Acevedo, (915) 212-0002

Discussion and action that the City of El Paso supports the application by Texas Tech University and a coalition of Community Based Organizations (CBOs) including Project Regeneracion, Los Exes de la Bowie, La Mujer Obrera, St. Francis Neighborhood Association, Barrio Lincoln Park Association, Corbin-Sambrano Neighborhood Association, Glenwood Water Association, Val Verde Vecinos Neighborhood Association, the Colonia of Montana Vista, UTEP, Amanecer People's Project, Eco El Paso, Texas A&M AgriLife Extension-El Paso, La Semilla Food Center, and Houston in Action - El Paso to the U.S. Environmental Protection Agency (EPA) Fiscal Year 2024 Community Change grant program for Track II in the amount of up to \$3,000,000.00. The application does not require any matching funds from the City.

24-1484

All Districts

Members of the City Council, Representative Chris Canales, (915) 212-0008 Members of the City Council, Representative Josh Acevedo, (915) 212-0002

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: 993-221-516#

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/dfad29e838da41fd86052bb264abd397

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 3: Promote the Visual Image of El Paso

55. An Ordinance amending the Future Land Use Map (FLUM) contained in "Plan El Paso" for the properties legally described as Tracts 20A, 20A2, 20B, 21 and 22A, Block 2, Ysleta Grant, City of El Paso, El Paso County, Texas, from O-3, Agriculture to G-7 Industrial.

24-1426

Subject Property: 300 Nevarez and 546 Inglewood Applicant: RE Foundation, LLC. PLCP24-00004

District 7

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Luis Zamora, (915) 212-1552

PUBLIC HEARING WILL BE HELD ON NOVEMBER 12, 2024

An Ordinance changing the zoning of Tracts 20A, 20A2, 20B, 21 and 22A, **56**. 24-1431 Block 2, Ysleta Grant, 300 Nevarez and 546 Inglewood, City of El Paso, El Paso County, Texas, from R-F (Ranch-Farm) to C-4 (Commercial) 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: 300 Nevarez and 546 Inglewood Applicant: RE Foundation, LLC. PZRZ24-00004 District 7 Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Luis Zamora, (915) 212-1552 PUBLIC HEARING WILL BE HELD ON NOVEMBER 12, 2024 **57**. An Ordinance amending the Future Land Use Map (FLUM) contained in "Plan 24-1427 El Paso" for the properties legally described as Tract 16-A, Block 2, Ysleta Grant, City of El Paso, El Paso county, Texas, from O-3, Agriculture to G-7 Industrial. Subject Property: 445 Inglewood Applicant: Valley Cold Storage and Transportation. PLCP24-00005 **District 7** Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Luis Zamora, (915) 212-1552 PUBLIC HEARING WILL BE HELD ON NOVEMBER 12, 2024 **58**. An Ordinance changing the zoning of Tract 16-A, Block 2, Ysleta Grant, 445 24-1432 Inglewood, City of El Paso, El Paso County, Texas, from R-F (Ranch-Farm) to C-4 (Commercial). 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: 445 Inglewood Applicant: Valley Cold Storage and Transportation. PZRZ24-00023 District 7 Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Luis Zamora, (915) 212-1552 PUBLIC HEARING WILL BE HELD ON NOVEMBER 12, 2024 59. An Ordinance amending condition No. 1 and releasing conditions No. 3 and 24-1428

No.4 placed on property by Ordinance No. 019219 which changed the zoning of

Lot 1, Block 1, Inglewood Subdivision, City of El Paso, El Paso County, Texas. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed condition release 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: 551 Inglewood

Applicant: Inglewood Properties, LLC, PZCR24-00002

District 7

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Luis Zamora, (915) 212-1552

PUBLIC HEARING WILL BE HELD ON NOVEMBER 12, 2024

An Ordinance releasing all conditions placed on property by Ordinance No. 019343 which changed the zoning of Tracts 2, 2B, and 3D, Block 2, Ysleta Grant, City of El Paso, El Paso County, Texas. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

24-1430

The proposed condition release 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: 1000 Inglewood

Applicant: BRE Development, LLC, PZCR24-00003

District 7

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Luis Zamora, (915) 212-1552

PUBLIC HEARING WILL BE HELD ON NOVEMBER 12, 2024

An Ordinance changing the zoning of the property described as being the East 1/2 of Lot 5 and All of Lot 6, Block 67, Second Supplemental Map of Franklin Heights Addition, 1110 E. Rio Grande Avenue, City of El Paso, El Paso County, Texas from A-2 (Apartment) to S-D (Special Development), pursuant to Section 20.04.360, imposing a condition, and approving a detailed site development plan pursuant to Section 20.04.150 and 20.10.360 of the El Paso City Code to allow for a business office as permitted in the S-D (Special Development) zone district. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

24-1435

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: 1110 Rio Grande Ave. Applicant: Ernesto Vazquez, PZRZ23-00009

District 8

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Luis F. Zamora, (915) 212-1552

PUBLIC HEARING WILL BE HELD ON NOVEMBER 12, 2024

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

An Ordinance authorizing the City Manager to execute a quitclaim (tax resale) deed conveying all right, title and interest to Hector Perez II, of the following and described parcel:

24-1420

Tract 1, J A Friedenbloom, Survey 130, Abstract 2732, an Addition to the City of El Paso, El Paso County, Texas.

In accordance with Section 34.05 (h) of the Tax Code. Section 34.05 (h) permits the City to sell a property for the total amount of the judgment and the sale of the property does not require the consent of each taxing entity entitled to receive proceeds from the sale.

District 8

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

PUBLIC HEARING WILL BE HELD ON NOVEMBER 12, 2024

<u>REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:</u>

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

63. The linkage to the Strategic Plan is subsection: 1.4: Grow the core business of air transportation.

24-1407

Award Summary:

Discussion and action on the award of Solicitation 2024-0557 El Paso International Airport (EPIA) Five Node Intersection Remediation - Stage 1 to Jordan Foster Construction, LLC for a total estimated amount of \$22,367,117.50. This project consists of rehabilitating a portion of the airfield that the Federal Aviation Administration runway and safety action team identified as a "hotspot" located near the commercial service apron at the intersection of several taxiways creating a five-node intersection.

Department: Capital Improvement and El Paso International Airport

Award to: Jordan Foster Construction, LLC

City & State: El Paso, TX

Items: Base Bid I, Additive Alternate 1, and Additive Alternate 2

Contract Term: 475 Consecutive Days

Base Bid I: \$14,951,350.00

Additive Alternate 1: \$4,704,005.00 Additive Alternate 2: \$2,711,762.50 Total Estimated Award: \$22,367,117.50

Accounts:562-3010-580270-62335-G62A204001

562-3080-580270-62335-G62A204001

Funding Sources: \$20,130,405.75 - Federal Aviation Administration FY24

Airport Improvement Plan Discretionary Funds \$2,236,711.75 - Airport Enterprise

District: All

This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing, El Paso International Airport, and Capital Improvement Departments recommend award as indicated to Jordan Foster Construction, LLC the lowest responsive and responsible bidder.

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.

All Districts

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092 Capital Improvement Department, Yvette Hernandez, (915) 212-1860 Airport, Tony Nevarez, (915) 212-7301

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

64. The linkage to the Strategic Plan is subsection: 2.3 Increase public safety operational efficiency.

Award Summary:

Discussion and action on the award of Solicitation No. 2024-0076 Security Guard Services - Zoo to TriCorps Security, Inc., for a term of three (3) years for an estimated amount of \$1,459,800.00. This contract will allow the Zoo to maintain its facilities safe for the public and employees.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$202,140.00 for the annual term, which represents a 16.07% increase due to the increase in hourly rate.

Department: Zoo

Award to: TriCorps Security, Inc. City & State: Oklahoma City, OK

Item(s): All

Initial Term:3 Years Option Terms: NA

Page 18 of 24

24-1340

Total Contract Time:3 Years

Total Annual Estimated Award: \$486,600.00

Total Initial Term Estimated Award: \$1,459,800.00

Total Option Term Estimated Award: NA Total Estimated Award: \$1,459,800.00

Account(s) 452 - 3400 - 52130 - 522120 - P5234

Funding Source(s):Zoo Operations

District(s): All

This was a Best Value Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing Department and Zoo Department recommend award as indicated to TriCorps Security, Inc., the highest ranked bidder based on the evaluation factors established in the evaluation criteria for this procurement and to deem Carl Wayne Govan dba Texas Crime Prevention & Investigation non-responsive due to failure to submit the required bid form.

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.

In accordance with this award, the City Manager or designee is authorized to exercise future options if needed. [POSTPONED FROM 10/08/24]

All Districts

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092 Zoo, Joseph Montisano, (915) 212-2800

65. The linkage to the Strategic Plan is subsection: 2.3 Increase public safety operational efficiency.

24-1386

Award Summary:

Discussion and action on the award of Solicitation 2024-0525 Fire Station 22 Renovations to Medlock Commercial Contractors, LLC for a total estimated amount of \$2,612,471.00. This project consists of renovating Fire Station No. 22 to include partial building demolition, interior demolition, and a new addition to comply with new fire station standards.

Department: Capital Improvement

Award to: Medlock Commercial Contractors, LLC

City & State: El Paso, TX Item: Base Proposal I

Contract Term: 227 Consecutive Calendar Days

Base Proposal I: \$2,612,471.00 Total Estimated Award: \$2,612,471.00

Account: 190-4820-29090-580270- PCP23FS22RENOV8

Funding Source: Public Safety Bond

District: 8

This was a Competitive Sealed Proposal Procurement, lump sum contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments

recommend award as indicated to Medlock Commercial Contractors, LLC the highest ranked offeror based on the evaluation factors established in the evaluation criteria for this procurement.

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.

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.

District 8

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092 Capital Improvement Department, Yvette Hernandez, (915) 212-1860

66. The linkage to the Strategic Plan is subsection: 2.1 Maintain standing as one of the nation's top safest cities.

24-1409

Award Summary:

Discussion and action on the request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for Solicitation 2025-0015 Police Motorcycles to Jimenez Motorsports, LLC for a one-time purchase for an estimated amount of \$567,970.02. This contract will allow the Police Department to purchase patrol motorcycles for highway traffic enforcement.

Contract Variance:

The difference based in comparison to the previous contract is as follows: A decrease of \$1,198,040.58 for the initial term, which represents a 67.84% decrease. The decrease is due to the removal of communication instruments from the previous contract.

Department: Police Department Award to: Jimenez Motorsports, LLC City & State: San Antonio, Texas

Item(s): All

Initial Term: One-Time Purchase

Option Term: NA

Total Contract Time: One-Time Purchase Annual Estimated Award: \$567,970.02 Initial Term Estimated Award: \$567,970.02

Option Term Estimated Award: N/A Total Estimated Award: \$567,970.02

Account(s): 321-4930-21000-580290-PIF23PDCAP

Funding Source(s): Heavy Equipment.

District(s): All

Non-competitive unit price contract under Procurement Sourcing Policy Section 9.1.8.1 (2): If a contract cannot be awarded after two competitive

procurements/selection process. The requirement can be fulfilled by a non-competitive award.

The Purchasing & Strategic Sourcing Department and Police Department recommend award as indicated to Jimenez Motorsports, LLC under the exemption listed above.

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.

All Districts

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092 Police, Chief Peter Pacillas, (915) 212-4305

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

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

24-1404

Award Summary:

Discussion and action on the award of Solicitation 2024-0669 Thermoplastic Striping (Re-Bid) to Pavement Marking, LLC dba PMI Pavement Marking, LLC for an initial term of seven hundred thirty (730) consecutive calendar days for an estimated amount of \$834,000.00. The award also includes a seven hundred thirty (730) consecutive calendar days option for an estimated amount of \$834,000.00. The total contract time is for one thousand four hundred sixty (1,460) consecutive calendar days for a total estimated amount of \$1,668,000.00. This project will consist of on-demand application of thermoplastic striping and markings on City owned right-of-way.

Departments: Capital Improvement and Streets and Maintenance Award to: Pavement Marking, LLC dba PMI Pavement Marking, LLC

City & State: Phoenix, AZ

Item(s): All

Initial Term:730 Consecutive Calendar Days Option Terms: 730 Consecutive Calendar Days

Total Contract Time: 1,460 Consecutive Calendar Days

Initial Term Estimated Award: \$834,000.00 Option Term Estimated Award: \$834,000.00 Total Estimated Award: \$1,668,000.00 Account(s): 532-1000-32020-522270-P3254

Funding Source(s): General Fund

District(s): All

This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing, Capital Improvement and Streets and Maintenance Departments recommend award as indicated to Pavement Marking, LLC dba PMI Pavement Marking, LLC the sole lowest responsive and responsible bidder.

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. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

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.

All Districts

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092 Capital Improvement Department, Yvette Hernandez, (915) 212-1860 Streets and Maintenance, Richard J. Bristol, (915) 212-7000

REGULAR AGENDA - PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

Goal 3: Promote the Visual Image of El Paso

68. An Ordinance amending Title 20 (Zoning), Chapter 20.20 (Historic Landmark Preservation). The penalty is as provided in Chapter 20.24 of the El Paso City Code. [POSTPONED FROM 09-24-2024]

All Districts

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Providencia Velazquez, (915) 212-1567

69. An Ordinance granting to River Elms, LLC a non-exclusive franchise for waste containers on sidewalks and other City property.

All Districts

Environmental Services Department, Nicholas Ybarra, (915) 212-6000

REGULAR AGENDA - OTHER BUSINESS:

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

70. Discussion and action on a Resolution authorizing the submission of an application to the Federal Aviation Administration (FAA) Airport Zero Emissions Vehicle and Infrastructure Pilot (ZEV) grant program requesting an estimated amount of one million five hundred thousand dollars (\$1,500,000.00) with an estimated match of one hundred fifty thousand dollars (\$150,000.00) from Airport enterprise funds, and that the City Manager, or designee, be authorized

to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this grant agreement. Funding source: FAA Grant and Airport Enterprise funds for the FY 2025 Electric Fleet and Charging Infrastructure Project.

All Districts

Airport, Tony Nevarez, (915) 212-7301

71. Discussion and action on a Resolution authorizing the City Manager to execute a Subrecipient Agreement by and between the City of El Paso and Borderplex Community Capital, Inc. ("BCC"), providing \$200,000 to BCC to administer ARPA Act funds to establish the BCC Interest Buy Down Program which is designed to provide small businesses affected by the COVID-19 pandemic with comprehensive support and access to affordable capital at a reduced interest rate to 2%.

24-1421

All Districts

Economic and International Development, Mirella Tamayo, (915) 212-1617 Economic and International Development, Karina Brasgalla, (915) 212-0094

72. Discussion and action on a Resolution authorizing City Manager to sign a Chapter 380 Economic Development Program Agreement by and between the City of El Paso and Borderplex Community Capital, Inc. (BCC), a Texas non-profit organization. The purpose of this Agreement is to establish the "Frontera Future Fund," a Revolving Loan Fund for small businesses within Tax Increment Reinvestment Zone No. 5 (TIRZ #5). TIRZ #5 will provide an initial \$500,000 to establish the fund and an annual contribution of \$250,000, with the goal of reaching a total investment of \$1.5 million by 2028.

24-1436

District 8

Economic and International Development, Mirella Tamayo, (915) 212-1617 Economic and International Development, Karina Brasgalla, (915) 212-0094

73. Discussion and action on a Resolution authorizing the City Manager to execute a Subrecipient Agreement by and between the City of El Paso and Junior Achievement of the Desert Southwest, Inc. ("JA"), a Texas non-profit organization, providing \$100,000 to JA to administer ARPA Act funds to institute the Workforce Development Pathways for Opportunity Youth Program which is designed to empower youth adults aged 16-25 with essential skills, coaching, and direct connections to potential employment opportunities.

24-1434

All Districts

Economic and International Development, Mirella Tamayo, (915) 212-1617 Economic and International Development, Karina Brasgalla, (915) 212-0094

74. Discussion and action on a Resolution providing a \$1,000,000.00 be allocated to the U.S. Economic Development Administration (EDA) Fiscal Year 2024 Build to Scale (B2S) Program for the El Paso Technology Infrastructure Cooperative (Project) from the Impact Fund and authorizing the City of El Paso to support the Medical Center of the America's application through the City of El Paso's Business One-Stop Shop (BOSS).

<u>24-1433</u>

All Districts

City Manager's Office, Omar Martinez, (915) 479-0341

EXECUTIVE SESSION

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

<u>ADJOURN</u>

NOTICE TO THE PUBLIC:

Sign Language interpreters are provided for Regular City Council Meetings. If you need Spanish Interpretation Services, please email CityClerk@elpasotexas.gov by 12:00 p.m. on the Friday before the meeting.

Si usted necesita servicios de interpretación en español, favor de enviar un correo electrónico a CityClerk@elpasotexas.gov a mas tardar a las 12:00 p.m. del viernes previo a la fecha de la junta.

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

http://www.elpasotexas.gov/

El Paso, TX

Legislation Text

File #: 24-1437, 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 October 8, 2024, the Agenda Review Meeting of October 7, 2024, and the Work Session of October 7, 2024.

OSCAR LEESER MAYOR

DIONNE MACK CITY MANAGER



CITY COUNCIL

BRIAN KENNEDY, DISTRICT 1 JOSH ACEVEDO, 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

OCTOBER 8, 2024 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 9:03 a.m. Mayor Oscar Leeser was present and presiding and the following Council Members answered roll call: Brian Kennedy, Josh Acevedo, Cassandra Hernandez, and Henry Rivera. Late arrival: Isabel Salcido and Chris Canales at 9:09 a.m. Absent: Joe Molinar and Art Fierro. INVOCATION EL PASO POLICE CHAPLAIN ROBERT HEMPHILL, JR. PH.D. PLEDGE OF ALLEGIANCE

Scherr Law Firm Internship and Scholarship Program

Valeria Arellano - Loretto Academy Luis Cruz-Reyes - Cathedral High School Kimberly Escarcega - Canutillo High School Jocelyn Rosales - Socorro High School

MAYOR'S PROCLAMATIONS

National Chiropractic Health Month

Domestic Violence Awareness Month

White Cane Day

Breast Cancer Awareness Month

Amigo Airsho Day

NOTICE TO THE PUBLIC

Motion made by Mayor Pro Tempore Kennedy, seconded by Representative Salcido, 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 {}.)

NAY	ES: Representatives Kennedy, Acevedo, Hernandez, Salcido, Rivera, and Canales /S: None SENT: Representatives Molinar and Fierro
	CONSENT AGENDA – APPROVAL OF MINUTES:
Goa	al 6: Set the Standard for Sound Governance and Fiscal Management
1.	*Motion made, seconded, and unanimously carried to APPROVE the Minutes of the Regular City Council Meeting of September 24, 2024, the Agenda Review Meeting of September 23, 2024, and the Work Session of September 23, 2024.
	CONSENT AGENDA – REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:
2.	*Motion made, seconded, and unanimously carried to EXCUSE Representative Joe Molinar and Representative Art Fierro from the Regular City Council Meeting of October 08, 2024.
••••	CONSENT AGENDA – RESOLUTIONS:
Goa	al 6: Set the Standard for Sound Governance and Fiscal Management
3.	*RESOLUTION
	WHEREAS, pursuant to Section 2256.005 of the Texas Government Code, the City is Required to review its Investment Policy on an annual basis; and
	WHEREAS , the City has reviewed its Investment Policy and as a result of such review desires to restate and amend the City's Investment Policy.
	NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELPASO:
	That the City hereby adopts the restated and amended City of El Paso FY 2025 Investment Policy, which is attached hereto as Exhibit "A"** and incorporated herein by reference.
	**Exhibit available in the City Clerk's Office.

4. *RESOLUTION

WHEREAS, the Consolidated Tax Assessor/Collector of the City of El Paso ("Consolidated Tax Assessor/Collector") has entered the amount of tax as provided by Section 26.09(e) of the Texas Tax Code in the appraisal roll, creating a tax roll for entities, for which the Consolidated Tax Assessor/Collector collects taxes, a summary of which is attached hereto and incorporated herein by reference; and

WHEREAS, the tax roll for the remaining entities is on file and available for inspection in the City Tax Office; and

WHEREAS, the Consolidated Tax Assessor/Collector now submits the tax roll to City of El Paso Council for approval as the 2024 tax roll.

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

THAT the tax roll attached hereto as Attachment A is hereby approved and constitutes the 2024 tax roll for all entities for which the Consolidated Tax Assessor/Collector collects taxes.

Attachment A

2024 CONSOLIDATED TAX ROLL (Excluding Anthony ISD - Pending November Rollback Election)

	Unit	Total	Gross Market	Net Taxable	2024
Jurisdiction	#	Parcels	Value	Value	Levy
CITY OF EL PASO	01	243,745	74,628,594,228	54,561,796,663	415,436,248
EL PASO ISD	03	108,696	35,740,900,247	21,670,135,614	217,321,700
CITY OF SOCORRO	04	16,780	3,116,855,463	2,270,716,886	15,143,411
YSLETA ISD	05	68,413	16,544,791,304	8,509,416,391	100,429,940
EL PASO COUNTY	06	443,336	92,229,985,319	69,267,202,704	295,301,953
EL PASO COMMUNITY COLLEGE	07	443,295	92,204,283,259	70,707,051,767	76,212,197
UNIVERSITY MEDICAL CENTER	08	443,297	92,204,279,838	71,341,369,483	156,612,811
SOCORRO ISD	09	104,025	27,533,157,153	16,680,839,206	170,048,760
CLINT ISD	10	125,246	3,935,855,277	2,132,769,710	23,234,084
FABENS ISD	11	5,408	564,738,727	263,038,674	2,853,023
TOWN OF CLINT	12	1,039	178,247,320	125,737,434	741,153
HORIZON REGIONAL MUD	14	110,880	3,519,913,648	2,840,647,933	18,827,446
EMERGENCY SERVICES DISTRICT #1	15	107,536	8,259,092,264	6,956,863,842	6,956,844
TOWN OF ANTHONY	17	1,905	374,727,810	290,636,527	2,582,451
CANUTILLO ISD	18	19,448	6,513,284,387	3,803,862,091	42,547,966
SAN ELIZARIO ISD	19	7,161	721,003,809	331,590,465	2,841,244
TORNILLO ISD	20	2,889	215,492,500	103,312,041	1,144,032
HACIENDAS DEL NORTE WATER DISTRICT	22	560	182,125,962	133,964,637	59,637
LOWER VALLEY WATER DISTRICT	25	38,884	5,524,921,546	4,098,985,856	5,931,886
EMERGENCY SERVICES DISTRICT #2	27	92,047	9,497,074,527	7,056,147,955	5,564,159
TORNILLO WATER DISTRICT	30	2,629	205,122,024	141,650,628	119,380
TOWN OF HORIZON CITY	31	9,379	2,095,246,025	1,625,697,018	9,093,532
DOWNTOWN MANAGEMENT DISTRICT	33	652	1,042,464,045	501,992,597	602,391
PASEO DEL ESTE MUD #10	34	1,404	434,308,529	363,295,880	2,394,483
PASEO DEL ESTE MUD #1	35	663	973,418,643	822,799,955	6,171,000
PASEO DEL ESTE MUD #3	36	1,361	387,672,302	340,086,104	2,359,177
PASEO DEL ESTE MUD #11	37	581	109,263,838	91,783,053	681,306
VILLAGE OF VINTON	38	1,236	271,507,464	181,848,449	1,457,401
PASEO DEL ESTE MUD #2	39	1,028	301,680,590	255,758,667	1,869,084
EL PASO COUNTY WCID #4	44	3,132	301,988,182	224,635,748	300,944
PASEO DEL ESTE MUD #5	49	1,006	299,689,576	266,990,981	1,829,422
PASEO DEL ESTE MUD #6	50	1,035	277,243,649	220,627,683	1,654,709
PASEO DEL ESTE MUD #7	51	1,179	267,534,896	243,720,696	1,680,211
PASEO DEL ESTE MUD #8	52	1,479	357,699,958	327,520,770	2,056,176
PASEO DEL ESTE MUD #9	53	1,212	313,026,889	281,760,363	1,986,411
PASEO DEL ESTE MUD #4	55	831	127,583,952	110,300,731	827,257
CITY OF SAN ELIZARIO	56	4,512	493,970,438	344,884,572	1,203,199
CITY OF EL PASO MMD #1	57	744	53,989,375	37,801,732	94,505
HMUD HUNT COMMUNITIES DA	58	1,387	230,475,180	214,334,364	482,252
HMUD HUNT PROPERTIES DA	59	39	6,852,117	6,434,092	14,477
HMUD RANCHO DESIERTO BELLO DA	60	489	83,413,925	80,915,969	182,061
HMUD RAVENNA DA	63	605	141,361,652	127,039,710	285,839
HMUD SUMMER SKY N DA	64	2	340,986	340,986	767
Totals					\$1,597,136,928

Source: Certified totals from CAD and TC502.

5. *RESOLUTION

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 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, LONE STAR TITLE ("Taxpayer") requested a waiver of penalties and interest on July 26, 2024, before the 181st day after the delinquency date, in the amount of \$763.53 for the 2023 delinquent taxes for the Property with the following legal description:

17 CHAPARRAL PARK #10 LOT 7 (11700 SQ FT)

WHEREAS, the Taxpayer paid the taxes owed on the property on July 26, 2024, 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 result of an act or omission of the tax office.

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

THAT the Taxpayer, LONE STAR TITLE, 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 2023 delinquent taxes pursuant to Section 33.011(a)(1) of the Tax Code in the amount of \$763.53, for the property with the following legal description:

17 CHAPARRAL PARK #10 LOT 7 (11700 SQ FT)

Goal 8: Nurture and Promote a Healthy, Sustainable Community

*R E S O L U T I O N

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 (the "City") and Town of Anthony, Texas ("Anthony"), for the period of September 1, 2024 through August 31, 2025, for the City's Department of Animal Services to provide various animal services to Anthony and for which Anthony shall pay to the City of El Paso ONE HUNDRED TEN AND NO/100 DOLLARS (\$110.00) and a daily handling fee of TWENTY-SEVEN AND NO/100 DOLLARS (\$27.00) for each dog or cat retrieved and an impound fee of SIXTY AND NO/100 DOLLARS (\$60.00) and a daily handling fee of THIRTY-THREE AND NO/100 DOLLARS (\$33.00), for any animal other than a dog or cat, such as but not limited to livestock, pig, or chicken ("Other Animal"), and EIGHTY-FIVE AND NO/100 DOLLARS (\$85.00) and a daily handling fee of THIRTY-THREE and NO/100 DOLLARS (\$33.00) for any horse retrieved from the Town of Anthony or by residents of the Town of Anthony, with the possibility for automatic renewal at the rates set forth in Schedule C to the City's Budget Resolution for the applicable fiscal year.

7. *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 (the "City") and Town of Clint, Texas ("Clint"), for the period of September 1, 2024 through August 31, 2025, for the City's Department of Animal Services to provide various animal services to Clint and for which the Clint shall pay to the City of El Paso ONE HUNDRED TEN AND NO/100 DOLLARS (\$110.00) and a daily handling fee of TWENTY-SEVEN AND NO/100 DOLLARS (\$27.00) for each dog or cat retrieved and an impound fee of SIXTY AND NO/100 DOLLARS (\$60.00) and a daily handling fee of THIRTY-THREE AND NO/100 DOLLARS (\$33.00), for any animal other than a dog or cat, such as but not limited to livestock, pig, or chicken ("Other Animal"), and EIGHTY-FIVE AND NO/100 DOLLARS (\$85.00) and a daily handling fee of THIRTY-THREE and NO/100 DOLLARS (\$33.00) for any horse retrieved from the Town of Clint or by residents of the Town of Clint, with the possibility for automatic renewal at the rates set forth in Schedule C to the City's Budget Resolution for the applicable fiscal year.

8. *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 (the "City") and County of El Paso, Texas ("County"), for the period of September 1, 2024 through August 31, 2025, for the City's Department of Animal Services to provide various animal services to the County and for which the County shall pay to the City of El Paso ONE HUNDRED TEN AND 0/100 DOLLARS (\$110.00) and a daily handling fee of TWENTY-SEVEN AND 0/100 DOLLARS (\$27.00) for each dog or cat retrieved and an impound fee of \$60.00 and a daily handling fee of THIRTY-THREE AND 0/100 DOLLARS (\$33.00), for a livestock animal other than a dog or cat, such as but not limited to livestock, pig, or chicken ("Other Animal"), and an impound fee of \$85.00 and a daily handling fee of TWENTY-THREE AND 0/100 DOLLARS (\$23.00) for an equine animal or exotic animal from the unincorporated areas of the County and delivered to the Shelter either by the County or by residents of the unincorporated areas of the County with the possibility for automatic renewal at the rates set forth in Schedule C to the City's Budget Resolution for the applicable fiscal year.

CONSENT AGENDA – SPECIAL APPOINTMENT:

Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development 9. *RESOLUTION

WHEREAS, by resolution dated September 3, 1996, the City of El Paso approved of the creation of the El Paso Downtown Management District ("District");

WHEREAS, pursuant to Chapter 375 of the Texas Local Government Code ("Code") the District was legally created by order of the Texas Natural Resources Conservation Commission on March 10, 1997;

WHEREAS, pursuant to Section 375.064(a) of the Code, the Board of Directors of the District ("Board") convened a meeting open to the public on August 22, 2024 for the purpose of recommending a slate of persons to serve as members of the Board; and

WHEREAS, pursuant to Section 375.064(b) of the Code, the City Council is required to approve or disapprove recommendations submitted by the Board.

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

That the City Council approve the recommendation of the Board of Directors of the El Paso Downtown Management District that the following persons be named directors of the District for the terms indicated:

Nominee	Term #	Expiration Date
Nadia Baem	2	August 2027
Edgar Lopez	2	August 2027
Michael Parra	1*	August 2027
Mark Osborn	2	August 2027
Kelly Tomblin	1	August 2027
Robert (Beto) Burton	1	August 2027
Kathrin Berg	1	August 2027

^{*}Indicates candidate was appointed to a partial term and is being nominated for his/her first full term.

	CONSENT AGENDA – BOARD RE-APPOINTMENTS:
Goa	2: Set the Standard for a Safe and Secure City
10.	*Motion made, seconded, and unanimously carried to RE-APPOINT Police Chief Peter Pacillas to the El Paso County 911 District Board of Managers by Mayor Oscar Leeser.
11.	*Motion made, seconded, and unanimously carried to RE-APPOINT Mario D'Agostino to the El Paso County 911 District Board of Managers by Mayor Oscar Leeser.
Goa	3: Promote the Visual Image of El Paso
12.	*Motion made, seconded, and unanimously carried to RE-APPOINT Martha Isabel Aguayo to the Zoning Board of Adjustment by Representative Art Fierro, District 6, as a regular member.
Goa	8: Nurture and Promote a Healthy, Sustainable Community
13.	*Motion made, seconded, and unanimously carried to RE-APPOINT Elisa Morales to the Women's Rights Commission by Representative Cassandra Hernandez, District 3.
	CONSENT AGENDA – BOARD APPOINTMENTS:
Goa	1: Create an Environment Conducive to Strong, Sustainable Economic Development
14.	*Motion made, seconded, and unanimously carried to APPOINT Daniel James Veale to the Greater El Paso Civic, Convention and Tourism Advisory Board by Mayor Oscar Leeser.
Goa	3: Promote the Visual Image of El Paso

15. *Motion made, seconded, and unanimously carried to **APPOINT** Louis Edwards to the Historic Landmark Commission by Representative Cassandra Hernandez, District 3.

Goal 8: Nurture and Promote a Healthy, Sustainable Community

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*Motion made, seconded, and unanimously carried to **APPOINT** Cynthia Alarcon Retana to the Women's Rights Commission by Representative Isabel Salcido, District 5.

CONSENT AGENDA – APPLICATIONS FOR TAX REFUNDS:

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

17. *Motion made, seconded, and unanimously carried to **APPROVE** the tax refunds greater than

- 17. Motion made, seconded, and unanimously carried to **APPROVE** the tax refunds greater than \$2,500 listed below:
 - 1. GECU, in the amount of \$39,243.07 made an overpayment on December 30, 2023 of 2023 taxes. (Geo. #H774-000-0040-0400)
 - 2. Joseph R. Vargas, in the amount of \$3,639.33 made an overpayment on December of 2021 of 2021 taxes. (Geo. # E054-999-0460-2100)

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18. *RESOLUTION

WHEREAS, pursuant to Section 31.11 (c) of the Texas Code an application for a refund must be made within three (3) years after the date of the payment or the taxpayer waives the right to the refund; and

WHEREAS, pursuant to Section 31.11 (c-1) the governing body of the taxing unit may extend the deadline for a single period not to exceed two years on a showing of good cause by the taxpayer; and

WHEREAS, taxpayer, Power Concrete and Equipment Inc ("Taxpayer") has applied for a refund with the tax assessor for their 2020 property taxes that were overpaid on January 22, 2021 in the amount of \$109.49 (One Hundred and Nine and 49/100 Dollars) for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2020 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that Power Concrete and Equipment Inc showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2020 taxes and the tax refund in the amount of \$109.49 (One Hundred and Nine and 49/100 Dollars) is approved.

*RESOLUTION

WHEREAS, pursuant to Section 31.11 (c) of the Texas Code an application for a refund must be made within three (3) years after the date of the payment or the taxpayer waives the right to the refund; and

WHEREAS, pursuant to Section 31.11 (c-1) the governing body of the taxing unit may extend the deadline for a single period not to exceed two years on a showing of good cause by the taxpayer; and

WHEREAS, taxpayer, Peraton Enterprise Solutions LLC through Perspecta Engineering Inc ("Taxpayer") has applied for a refund with the tax assessor for their 2020 property taxes that were overpaid on March 31, 2021 in the amount of \$18.12 (Eighteen and 12/100 Dollars) for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2020 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that Peraton Enterprise Solutions LLC through Perspecta Engineering Inc showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2020 taxes and the tax refund in the amount of \$18.12 (Eighteen and 12/100 Dollars) is approved.

*RESOLUTION

WHEREAS, pursuant to Section 31.11 (c) of the Texas Code an application for a refund must be made within three (3) years after the date of the payment or the taxpayer waives the right to the refund; and

WHEREAS, pursuant to Section 31.11 (c-1) the governing body of the taxing unit may extend the deadline for a single period not to exceed two years on a showing of good cause by the taxpayer; and

WHEREAS, taxpayer, J & S Auto Sales ("Taxpayer") has applied for a refund with the tax assessor for their 2020 property taxes that were overpaid on February 1, 2021 in the amount of \$63.70 (Sixty-Three and 70/100 Dollars) for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2020 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that J & S Auto Sales showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2020 taxes and the tax refund in the amount of \$63.70 (Sixty-Three and 70/100 Dollars) is approved.

*RESOLUTION

WHEREAS, pursuant to Section 31.11 (c) of the Texas Code an application for a refund must be made within three (3) years after the date of the payment or the taxpayer waives the right to the refund; and

WHEREAS, pursuant to Section 31.11 (c-1) the governing body of the taxing unit may extend the deadline for a single period not to exceed two years on a showing of good cause by the taxpayer; and

WHEREAS, taxpayer, MARIA I & FRANCISCO GARCIA ("Taxpayer") has applied for a refund with the tax assessor for their 2020 property taxes that were overpaid on March 18, 2021 in the amount of \$44.25 (Forty-Four and 25/100 Dollars) for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2020 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that MARIA I & FRANCISCO GARCIA showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2020 taxes and the tax refund in the amount of \$44.25 (Forty-Four and 25/100 Dollars) is approved.

*RESOLUTION

WHEREAS, pursuant to Section 31.11 (c) of the Texas Code an application for a refund must be made within three (3) years after the date of the payment or the taxpayer waives the right to the refund; and

WHEREAS, pursuant to Section 31.11 (c-1) the governing body of the taxing unit may extend the deadline for a single period not to exceed two years on a showing of good cause by the taxpayer; and

WHEREAS, taxpayer, Idaho Housing through Lereta LLC ("Taxpayer") has applied for a refund with the tax assessor for their 2020 property taxes that were overpaid on November 18, 2020 in the amount of \$100 (One Hundred and No/100 Dollars) for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2020 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that Idaho Housing through Lereta LLC showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2020 taxes and the tax refund in the amount of \$100 (One Hundred and No/100 Dollars) is approved.

*RESOLUTION

WHEREAS, pursuant to Section 31.11 (c) of the Texas Code an application for a refund must be made within three (3) years after the date of the payment or the taxpayer waives the right to the refund; and

WHEREAS, pursuant to Section 31.11 (c-1) the governing body of the taxing unit may extend the deadline for a single period not to exceed two years on a showing of good cause by the taxpayer; and

WHEREAS, taxpayer, Bellamy & Schultz PLLC, through Stavros & Kelly PLLC,

("Taxpayer") has applied for a refund with the tax assessor for their 2020 property taxes that were overpaid on November 25, 2020 in the amount of \$492.05 (Four Hundred and Ninety-Two and 5/100 Dollars) for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2020 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that Bellamy & Schultz PLLC, through Stavros & Kelly PLLC, showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2020 taxes and the tax refund in the amount of \$492.05 (Four Hundred and Ninety-Two and 5/100 Dollars) is approved.

*RESOLUTION

WHEREAS, pursuant to Section 31.11 (c) of the Texas Code an application for a refund must be made within three (3) years after the date of the payment or the taxpayer waives the right to the refund; and

WHEREAS, pursuant to Section 31.11 (c-1) the governing body of the taxing unit may extend the deadline for a single period not to exceed two years on a showing of good cause by the taxpayer; and

WHEREAS, taxpayer, EAN Holdings LLC through D'Roman LLC ("Taxpayer") has applied for a refund with the tax assessor for their 2020 property taxes that were overpaid on May 7, 2021 in the amount of \$386.29 (Three Hundred and Eighty-Six and 29/100 Dollars) for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2020 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that EAN Holdings LLC through D'Roman LLC showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2020 taxes and the tax refund in the amount of \$386.29 (Three Hundred and Eighty-Six and 29/100 Dollars) is approved.

*RESOLUTION

WHEREAS, pursuant to Section 31.11 (c) of the Texas Code an application for a refund must be made within three (3) years after the date of the payment or the taxpayer waives the right to the refund; and

WHEREAS, pursuant to Section 31.11 (c-1) the governing body of the taxing unit may extend the deadline for a single period not to exceed two years on a showing of good cause by the taxpayer; and

WHEREAS, taxpayer, Charles R Sutton ("Taxpayer") has applied for a refund with the tax assessor for their 2020 property taxes that were overpaid on February 1, 2021 in the

amount of \$281.15 (Two Hundred and Eighty-One and 15/100 Dollars) for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2020 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that Charles R Sutton showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2020 taxes and the tax refund in the amount of \$281.15 (Two Hundred and Eighty-One and 15/100 Dollars) is approved.

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CONSENT AGENDA -NOTICE OF CAMPAIGN CONTRIBUTIONS:

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

19. *Motion made, seconded, and unanimously carried to **NOTE** pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Cassandra Hernandez in the amount of \$2,000 from Pablo Duran.

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- **20.** *Motion made, seconded, and unanimously carried to **NOTE** pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Cassandra Hernandez in the amounts of \$500 from Cristian Lira and \$2000 from Pablo Lopez.
- 21. *Motion made, seconded, and unanimously carried to **NOTE** pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Mayor Pro Tempore Kennedy in the amounts of \$5,000 from Dennece Knight, \$500 from David Austin, \$1,000 from Suzanne Dipp, \$500 from Richard Nacim, \$3,000 from Thomas Georges, \$2,500 from William Kastrin, \$1,000 from Enrique Escobar, \$1,000 from Sharon & Phil Robinet, \$1,000 from Silvestre Reyes, \$500 from Lorraine Fender, \$500 from Andrew Avila, \$1,000 from Dennis & Donna Neesen, and \$500 from Bruce King.
- **22.** *Motion made, seconded, and unanimously carried to **NOTE** pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Isabel Salcido in the amounts of \$30,000.00 from Salvador Robledo, \$1,000.00 from Elvira Salcido and \$1,000.00

from Erica Salcido.

- *Motion made, seconded, and unanimously carried to **NOTE** pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Josh Acevedo in the amounts of \$1,000 from Deborah Kastrin, \$1,000 from Edward C. Houghton, IV, \$1,000 from Steve Ortega, \$2,500 from Woody L. and Gayle G. Hunt, \$2,500 from L. Frederick Francis, \$100 from Roger Martinez, \$250 from Bill Burton, \$1,000 from Kirk Robinson, \$100 from Peter Spier, \$250 from Juan Uribe, \$1,000 from Georgina Williams, and \$250 from Francisco Ortega.
- **24.** *Motion made, seconded, and unanimously carried to **NOTE** pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Isabel Ceballos Otten, Candidate for District 2, in the amounts of a \$2,500.00 personal loan from Isabel Ceballos Otten to the campaign, \$500.00 from Joseph C. Pickett Campaign fund, \$1,000.00 from G. Malooly, and \$2,500.00 in kind from Andrew Lira.

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25. *Motion made, seconded, and unanimously carried to **NOTE** pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Alejandra Chavez, Candidate for District 1, in the amounts of \$1,000 from Salvador Perches, \$500 from Adair and Donald Margo, \$500 from Maria and Sergio Alvarez, \$1,000 from Ryan McCrory, \$500 from Amy O'Rourke, and a \$1,396.43 in kind from Ann Lilly.

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*Motion made, seconded, and unanimously carried to NOTE pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Monica Reyes, Candidate for District 1, in the amounts of \$526.63 from Angel Olivas, \$3,247.50 (In Kind) from Silvestre Reyes, Jr., \$526.63 from Norma Carpenter, \$526.63 from Cindy Jimenez Turner, \$1,052.95 from Priscilla Terrazas, \$1,064.37 (In Kind) from Sylvia Borunda Firth, \$1,000.00 from Melissa N. Ramirez, \$500.00 from Miguel Zaragoza Lopez, \$30,000.00 (Loan to Campaign) from Monica Reyes, \$1,000.00 from Jorge A. Valenzuela, \$1,000.00 from Shane Edmonson, \$500.00 from Rosalva Saenz, \$5,000.00 from Fred Loya, \$1,000.00 from Mr.& Mrs. Frank Spencer, \$500.00 from Frank Spencer, III, and \$500.00 from Aguayo Chiropractic.

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27. *Motion made, seconded, and unanimously carried to NOTE pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Renard Johnson, candidate for Mayor, in the amounts of \$500.00 from Brian Allen, \$10,000.00 from Alvin Johnson, \$10,000.00 from Julio Chiu, \$500.00 from Dee Margo, \$500.00 from Susan Drewry, \$1,000.00 from Keith Mahar, \$500.00 from Christina DeVore, \$500.00 from John Panahi, \$500.00 from Jose Villarreal, \$5,000.00 from Edward Escudero, \$1,000.00 from Jaime Mart, \$500.00 from Rodolfo Laucirica, \$2,500.00 from Chris Lyons, \$500.00 from Alec Mahar, \$5,000.00 from Miguel Fernandez, \$500.00 from Demetrius McDaniel, \$500.00 from Richard Porras, \$1,000.00 from Thomas Hutchinson, \$1,500.00 from Nancy and Stuart Shiloff, \$3,000.00 from Julio Chiu, \$500.00 from Bruce Gulbas, \$500.00 from Daniel Kasuga, \$500.00 from Monique/Steffen Poessiger, \$2,000.00 from Amy O'Rourke, \$500.00 from David Wysong, \$500.00 from Cecilia Mesta, \$1,000.00 from Alvin Johnson, \$500.00 from David Alvidrez, \$2,500.00 from Judith Robison, \$1,000.00 from Lisa Peisen, \$5,000.00 from Pamela Agullo, \$500.00 from Leonard Goodman, and \$2,000.00 from Brent Harris.

29 *Motion made, accorded, and unanimously carried to NOTE purguent to Section 2.02.090 of

28. *Motion made, seconded, and unanimously carried to **NOTE** pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Cynthia Trejo, candidate for District 4, in the amounts of \$1,000.00 from Edward Escudero and \$2,500.00 from Woody Hunt.

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*Motion made, seconded, and unanimously carried to **NOTE** pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Ivan Niño, Candidate for District 5 in the amounts of \$500.00 from Pedro Nino, \$600.00 from Wendy Nino, \$500.00 Javier Iglesias, and \$2,500.00 from L. Frederick Francis.

CONSENT AGENDA - REQUEST FOR PROPOSALS:

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

30. *Motion made, seconded, and unanimously carried to **AWARD** Solicitation 2024-0095R Title Services to the following suppliers: 1) Lone Star Title Company of El Paso, Inc. and 2) WestStar Bank Holding Company, Inc. and Subsidiaries dba WestStar Title, LLC for a total estimated amount of \$300,000.00. This contract will assist with title search and closing services needs for real estate transactions.

Department: Streets and Maintenance

Award to Supplier 1: Lone Star Title Company of El Paso, Inc.

City & State: El Paso, TX

Item(s): Title Search/Report Services

Initial Term:3 YearsOption Terms:2 YearsTotal Contract Time:5 Years

Award to Supplier 2: WestStar Bank Holding Company, Inc. and Subsidiaries

dba WestStar Title, LLC

City & State: El Paso, TX

Item(s): Title Search/Report Services and Title and closing

Services

Initial Term: 3 Years
Option Terms: 2 Years
Total Contract Time: 5 Years
Total Estimated Award: \$300,000.00

Account(s) 532-1000-32080-521110

Funding Source(s): General Fund

District(s):

This was a Request for Proposals Procurement service contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated 1) Lone Star Title Company of El Paso, Inc. and 2) WestStar Bank Holding Company, Inc. and Subsidiaries dba WestStar Title, LLC the highest ranked offerors based on the evaluation factors established in the evaluation criteria for this procurement.

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.

In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

Additionally, it is requested that the City Attorney's Office review and that the City Manager or designee be authorized to execute any related contract documents and agreements necessary to effectuate this award.

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REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL:

Goal 8: Nurture and Promote a Healthy, Sustainable Community

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31. ITEM: Discussion and action to approve and adopt a letter by the El Paso City Council in support of the U.S. General Services Administration's (GSA) identification of Alternative 4 for the Bridge of the Americas port project in El Paso, Texas before the 45-day public comment period, which ends on November 4, 2024, pending review and approval from the City Attorney's Office.

Mr. Robert Tinajero, International Bridges Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

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

The following City staff members commented:

- Ms. Karina Brasgalla, Economic Development Interim Director
- Mr. Omar Martinez, Assistant Director of Legislative Affairs
- Mr. Ian Voglewede, Strategic and Legislative Affairs Director
- Ms. Kristen Hamilton-Karam, Deputy City Attorney

The following members of the public commented:

- 1. Mr. Jerry Kurtyka
- 2. Mr. Xavier Miranda
- 3. Ms. Hilda Villegas
- 4. Ms. Celia Aguilar
- 5. Ms. Maria Rodriguez
- 6. Ms. Maria Luisa de Amava
- 7. Ms. Josefina Lerma
- 8. Ms. Brittany Medellin
- 9. Ms. Cemelli de Aztlan
- 10. Ms. Veronica Carbajal
- 11. Ms. Angel Ulloa
- 12. Mr. Samuel Schulte
- 13. Ms. Alicia Villa
- 14. Mr. Fred Borrego
- 15. Ms. Carmen Rodriguez submitted a written statement.

Motion made by Representative Acevedo, seconded by Representative Salcido, and unanimously carried to **APPROVE AND ADOPT** a letter by the El Paso City Council in support of the U.S. General Services Administration's (GSA) identification of Alternative 4 for the Bridge of the Americas port project in El Paso, Texas before the 45 day public comment period, which ends on November 4, 2024, pending review and approval from the City Attorney's Office.

AYES: Representatives Kennedy, Acevedo, Hernandez, Salcido, Rivera, and Canales

NAYS: None

ABSENT: Representatives Molinar and Fierro

32. ITEM: Discussion and action that the City of El Paso supports the Application by Project Amistad to the to the U.S. Environmental Protection Agency (EPA) Fiscal Year (FY) 2024 Community Change grant program requesting funds in the amount of \$20,000,000.00 for the Pollution Reduction Strategy: Mobility and Transportation Options for Preventing Air Pollution and Improving Public Health and Climate Resilience-Track 1; and authorizing the City Manager or designee to provide a letter of support.

Ms. Andrea Ramirez, Chief Executive Officer from Project Amistad, commented.

Mr. Omar Martinez, Assistant Director of Legislative Affairs, commented.

Representatives Hernandez and Canales commented.

1ST MOTION

Motion made by Representative Canales, seconded by Representative Salcido, and unanimously carried to **AMEND** the item by inserting the words "and complete the statutory partner worksheet provided by the Environmental Protection Agency (EPA)" at the end of the sentence.

AYES: Representatives Kennedy, Acevedo, Hernandez, Salcido, Rivera, and Canales

NAYS: None

ABSENT: Representatives Molinar and Fierro

2ND AND FINAL MOTION

Motion made by Representative Canales, seconded by Representative Salcido, and unanimously carried to **SUPPORT** the Application by Project Amistad to the to the U.S. Environmental Protection Agency (EPA) Fiscal Year (FY) 2024 Community Change grant program requesting funds in the amount of \$20,000,000.00 for the Pollution Reduction Strategy: Mobility and Transportation Options for Preventing Air Pollution and Improving Public Health and Climate Resilience-Track 1; and **AUTHORIZING** the City Manager or designee to provide a letter of support and complete the statutory partner worksheet provided by the Environmental Protection Agency (EPA).

AYES: Representatives Kennedy, Acevedo, Hernandez, Salcido, Rivera, and Canales

NAYS: None

ABSENT: Representatives Molinar and Fierro

REGULAR AGENDA – OPERATIONAL FOCUS UPDATES:

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

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33. Update Council on the International Bridges Crossborder Survey.

Mr. Robert Tinajero, International Bridges Director, and Mr. Carlos Olmedo, Strategic Project Manager, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Leeser and Representatives Acevedo and Hernandez commented.

NO ACTION was taken on this item.

The Regular City Council meeting was **RECESSED** at 11:39 a.m. in order to convene the Mass Transit Department Board meeting.

The Regular City Council meeting was **RECONVENED** at 12:19 p.m.

CALL TO THE PUBLIC – PUBLIC COMMENT:

The following members of the public commented:

- 1. Ms. Elizabeth Crawford
- 2. Mr. Ron Comeau
- 3. Ms. Eugena Darden
- 4. Mr. Julio Aleman
- 5. Ms. Teodora Villanueva
- 6. Ms. Elvira Ortega
- 7. Ms. Martha Robali
- 8. Ms. Louise Ross spoke on behalf of Ms. Wally Cech

The Regular City Council meeting was **RECESSED** at 1:04 p.m. for a lunch break.

The Regular City Council meeting was **RECONVENED** at 2:08 p.m.

DECLUAD ACENDA FIRST DEADING OF ORDINANCES.

REGULAR AGENDA – FIRST READING OF ORDINANCES:

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

AYES: Representatives Acevedo, Salcido, Rivera, and Canales

NAYS: Representative Hernandez

NOT PRESENT FOR THE VOTE: Representative Kennedy

ABSENT: Representatives Molinar and Fierro

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Goal 3: Promote the Visual Image of El Paso

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34. An Ordinance granting to River Elms, LLC a non-exclusive franchise for waste containers on sidewalks and other City property.

PUBLIC HEARING WILL BE HELD ON OCTOBER 22, 2024

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REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

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

35. Motion made by Representative Hernandez, seconded by Representative Rivera, and unanimously carried to AWARD Solicitation 2024-0503 Rubber Removal and Friction Testing to CKS Runway Services, LLC for an initial term of three (3) years for an estimated amount of \$306,000.00. The award also includes a two (2) year option for an estimated amount of \$204,000.00. The total contract time is for five (5) years for a total estimated amount of \$510,000.00. This contract for rubber removal and friction testing is necessary to maintain the skid resistance of runways, as per Federal Aviation Administration guidelines. Regular friction testing and rubber removal ensure safe aircraft landings by removing accumulated rubber from the touchdown zones, which improves braking effectiveness. This maintenance helps ensure shorter stopping distances and enhances safety, especially in wet or slippery conditions, minimizing the risk of runway incidents.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$206,002.00 for the initial term, which represents a 206.01% increase in annual quantities and adding one additional year to the initial performance period.

Department: El Paso International Airport Award to: CKS Runway Services, LLC

City & State: Madison, MS

Item(s): ΑII Initial Term: 3 Years Option Term: 2 Years Total Contract Time: 5 Years Annual Estimated Award: \$102.000.00 Initial Term Estimated Award: \$306,000.00 Option Term Estimated Award: \$204,000.00 Total Estimated Award \$510.000.00

Account(s) 562-3000-62110-522150

Funding Source(s): Airport Operations

District(s):

This was a Low Bid Procurement unit price contract.

The Purchasing & Strategic Sourcing Department and El Paso International Airport recommend award as indicated to CKS Runway Services, LLC the lowest responsive and responsible bidder.

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.

In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

AYES: Representatives Acevedo, Hernandez, Salcido, Rivera, and Canales

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Kennedy

ABSENT: Representatives Molinar and Fierro

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

26 Motion made by Poprocontative Salaide, seconded by Poprocontative Pivers, and carried to

36. Motion made by Representative Salcido, seconded by Representative Rivera, and carried to **POSTPONE TWO WEEKS** Solicitation No. 2024-0076 Security Guard Services Zoo to TriCorps Security, Inc., for a term of three (3) years for an estimated amount of \$1,459,800.00. This contract will allow the Zoo to maintain its facilities safe for the public and employees.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$202,140.00 for the annual term, which represents a 16.07% increase due to the increase in hourly rate.

Department: Zoo

Award to: TriCorps Security, Inc. City & State: Oklahoma City, OK

Item(s):AllInitial Term:3 YearsOption Terms:NATotal Contract Time:3 YearsTotal Annual Estimated Award:\$486,600.00Total Initial Term Estimated Award:\$1,459,800.00

Total Option Term Estimated Award: NA

Total Estimated Award: \$1,459,800.00

Account(s) 452-3400-52130-522120-P5234

Funding Source(s): Zoo Operations

District(s):

This was a Best Value Bid Procurement unit price contract.

The Purchasing & Strategic Sourcing Department and Zoo Department recommend award as indicated to TriCorps Security, Inc., the highest ranked bidder based on the evaluation factors established in the evaluation criteria for this procurement and to deem Carl Wayne Govan dba Texas Crime Prevention & Investigation non responsive due to failure to submit the required bid form.

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.

In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

Mayor Leeser and Representatives Salcido and Rivera commented.

The following City staff members commented:

- Ms. Paula Salas, Lead Procurement and Contract Analyst
- Ms. Dionne Mack, City Manager

AYES: Representatives Kennedy, Acevedo, Salcido, and Rivera

NAYS: Representatives Hernandez and Canales ABSENT: Representatives Molinar and Fierro

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37. Motion made by Representative Hernandez, seconded by Representative Canales, and unanimously carried to **AWARD** Solicitation No. 2024-0605 Police Ordered and Non Consent Towing (Re Bid) to 1) AD Wrecker Service, Inc., dba AD Towing & Recovery, 2) Chacon Business Group, Inc. dba Chacon Towing, 3) Raul Fernandez Jr. dba El Paso Dependable Towing LLC, 4) Kamel Towing, Inc., and 5) Sohle Express Towing, Inc., for an initial term of three (3) years for an estimated amount of \$2,451,000.00. The award also includes a one (1), two (2) year option for an estimated amount of \$1,634,000.00. The total amount of the contract, including the initial term plus the option for a total of five (5) years, is for an estimated amount of \$4,085,000.00 on a rotation and as needed basis. This contract will allow the Police department to receive services in response to accidents and to transport vehicles to the El Paso Police Department Municipal Vehicle Storage Facility.

Contract Variance:

The difference based in comparison to the previous contract is as follows: A decrease of \$486,898.50 annual term, which represents a 16.57% decrease due to the short term contract only for 6 months and to make sure there was enough capacity until new contract is awarded.

Department: Police

Award to Supplier 1: AD Wrecker Service, Inc., dba AD Towing & Recovery

City & State: El Paso, TX

Item(s): ΑII Initial Term: 3 Years Option Terms: 2 Years Total Contract Time: 5 Years Annual Estimated Award: \$163,400.00 Initial Term Estimated Award: \$490,200.00 Option Term Estimated Award: \$326,800.00 Total Estimated Award: \$817,000.00

Award to Supplier 2: Chacon Business Group, Inc. dba Chacon Towing

City & State: Atascosa, TX

Item(s):
Initial Term:
Option Terms:
Total Contract Time:
All
3 Years
2 Years
5 Years
Annual Estimated Award:
\$163,400.00

Initial Term Estimated Award: \$490,200.00 Option Term Estimated Award: \$326,800.00 Total Estimated Award: \$817,000.00

Award to Supplier 3: Raul Fernandez Jr. dba El Paso Dependable Towing LLC

City & State: El Paso, TX

Item(s): Group 1 Item 1 GVW 10,000 lbs or less

Group 1 Item 3 GVW 25,000 lbs and over

Group 2

Initial Term:
Option Terms:
2 Years
Total Contract Time:
5 Years
Annual Estimated Award:
Initial Term Estimated Award:
Option Term Estimated Award:
Total Estimated Award:
\$3 Years
2 Years
5 Years
\$163,400.00
\$490,200.00
\$326,800.00
Total Estimated Award:
\$326,800.00

Award to Supplier 4: Kamel Towing, Inc.

City & State: El Paso, TX

Item(s): ΑII Initial Term: 3 Years Option Terms: 2 Years **Total Contract Time:** 5 Years Annual Estimated Award: \$163,400.00 Initial Term Estimated Award: \$490,200.00 Option Term Estimated Award: \$326,800.00 Total Estimated Award: \$817,000.00

Award to Supplier 5: Sohle Express Towing, Inc.

City & State: El Paso, TX

Item(s): ΑII Initial Term: 3 Years **Option Terms:** 2 Years Total Contract Time: 5 Years Annual Estimated Award: \$163.400.00 Initial Term Estimated Award: \$490.200.00 Option Term Estimated Award: \$326,800.00 Total Estimated Award: \$817,000.00

Total Annual Estimated Award: \$817,000.00

Total Initial Term Estimated Award: \$2,451,000.00 5 vendors

Total Option Term Estimated Award: \$1,634,000.00 Total Estimated Award: \$4,085,000.00

Account(s) 321-2811-21280-522070

Funding Source(s): Police Tow Lot

District(s):

This was a Best Value Bid Procurement unit price contract.

The Purchasing & Strategic Sourcing Department and Police Department recommend award as indicated to 1) AD Wrecker Service, Inc., dba AD Towing & Recovery, 2) Chacon Business Group, Inc. dba Chacon Towing, 3) Raul Fernandez Jr. dba El Paso Dependable Towing LLC, 4) Kamel Towing, Inc., and 5) Sohle Express Towing, Inc., the highest ranked bidders based on the evaluation factors established in the evaluation criteria for this procurement and to deem

3H Towing LLC non responsive for not filling out the bid form and Moises Garcia dba Moy's Towing Services LLC for failure to submit the required surety letter.

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.

Additionally, it is requested that the City Attorney's Office review and that the City Manager or designee be authorized to execute any related contract documents and agreements necessary to effectuate this award.

In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

Representative Rivera commented.

Ms. Paula Salas, Lead Procurement and Contract Analyst, commented.

AYES: Representatives Kennedy, Acevedo, Hernandez, Salcido, Rivera, and Canales

NAYS: None

ABSENT: Representatives Molinar and Fierro

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

38. Motion made by Representative Rivera, seconded by Representative Canales, and unanimously carried to AWARD Solicitation 2025-0051 ArcGIS Enterprise to Environmental Systems Research Institute, Inc. dba Esri, the sole source provider for geographic information systems (GIS) licensing software, maintenance, and online service for a term of three (3) years for an estimated amount of \$1,085,000.00. Supplier will be required to provide an updated sole source letter and affidavit each year. This contract will provide the City with additional needed software licenses, additional professional services, and training.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$282,000.00 for the initial term, which represents a 35.12% increase due to added products and increase of online users.

Department: Information Technology

Award to: Environmental Systems Research Institute, Inc. dba Esri

City & State: Redlands, CA

Item(s):AllInitial Term:3 YearsOption Term:NATotal Contract Time:3 Years

Annual Estimated Award: \$350,000.00 Year 1

\$365,000.00 Year 2 \$370,000.00 Year 3

Initial Term Estimated Award: \$1,085,000.00

Option Term Estimated Award: NA

Total Estimated Award: \$1,085,000.00

Account(s): 522150-239-1000-15240-P1506

Funding Source(s): General Fund

District(s):

Non Competitive Procurement under Local Government General Exemption: Section 252.022 (7) a procurement of items that are available from only one source - (A) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies.

The Purchasing & Strategic Sourcing Department and Information Technology Department recommend award as indicated to Environmental Systems Research Institute, Inc. dba Esri under the exemption listed above.

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.

AYES: Representatives Kennedy, Acevedo, Hernandez, Salcido, Rivera, and Canales

NAYS: None

ABSENT: Representatives Molinar and Fierro

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

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39. Motion made by Representative Canales, seconded by Representative Rivera, and unanimously carried to AWARD Solicitation 2025-0092 Newspaper Legal Notices to Gannett Media Corp., dba Gannett Texas/New Mexico LocaliQ the sole source provider for the newspaper legal notices for a term of three (3) years for an estimated amount of \$1,200,000.00. Supplier will be required to provide an updated sole source letter and affidavit each year. This service will allow the City to publish legal notices pursuant to the State of Texas Local Government Code.

Contract Variance:

The difference based in comparison to the previous contract is as follows: A decrease of \$600,000.00 for the initial term, which represents a 33.33% decrease for the same services and historical data.

Department: Purchasing & Strategic Sourcing

Award to: Gannett Media Corp., dba Gannett Texas/New Mexico

LocaliQ

City & State: Cincinnati, OH

Item(s):AllInitial Term:3 YearsOption Term:NATotal Contract Time:3 YearsAnnual Estimated Award:\$400,000.00Initial Term Estimated Award:\$1,200,000.00

Option Term Estimated Award: NA

Total Estimated Award: \$1,200,000.00
Account(s): Various Accounts
Funding Source(s): Various Sources

District(s):

Non Competitive Procurement under Local Government General Exemption: Section 252.022 (7) a procurement of items that are available from only one source (A) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies.

The Purchasing & Strategic Sourcing Department recommend award as indicated to Gannett Media Corp., dba Gannett Texas/New Mexico LocaliQ under the exemption listed above.

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.

AYES: Representatives Kennedy, Acevedo, Hernandez, Salcido, Rivera, and Canales

NAYS: None

ABSENT: Representatives Molinar and Fierro

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

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Motion made by Representative Hernandez, seconded by Representative Rivera, and unanimously carried to AWARD Solicitation 2024-0341 Sean Haggerty Drive Extension and Bridge Construction to Jordan Foster Construction, LLC for a total estimated amount of \$26,003,480.41. The project will consist of construction of a new 4 lane bridge, roadway approaches, pedestrian/bicycle accommodations, aesthetic lighting, illumination, a canopy bridge structure and drainage structures.

Department: Capital Improvement

Award to: Jordan Foster Construction, LLC

City & State: El Paso, TX

Items: Base Bid I, Base Bid II, Additive Alternate 1, and Additive

Alternate 2

Contract Term: 348 Working Days Base Bid I: \$20,664,033.26 Base Bid II: \$3,419,470.32 Additive Alternate 1: \$1,242,600.00 Additive Alternate 2: \$677.376.83 Total Estimated Award: \$26.003.480.41

Accounts: 190-4743-38290-580270-PCP21TRAN04

190-4930-99999-580270-PCP21TRAN04 190-4970-38230-580270-PCP21TRAN04 190-4950-38170-580270-PCP21TRAN04

2018 Certificates of Obligations Funding Sources:

El Paso Water Utilities

Texas Department of Transportation Capital Projects

District:

This was a Low Bid Procurement unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to Jordan Foster Construction, LLC the lowest responsive and responsible bidder.

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.

AYES: Representatives Kennedy, Acevedo, Hernandez, Salcido, Rivera, and Canales

NAYS: None

ABSENT: Representatives Molinar and Fierro

41. Motion made by Representative Rivera, seconded by Representative Salcido, and unanimously carried to **AWARD** Solicitation 2024-0041 Intelligent Transportation System at Bridge of the Americas and Zaragoza Ports of Entry Off System to Tri State Electric. Ltd., for a total estimated award of \$6,947,247.99. The project consists of the construction, acquisition, and installation of Intelligent Transportation Systems (ITS) at the Bridge of the Americas (BOTA) and Zaragoza Ports of Entry to increase security measures and expedite trade.

Department: Capital Improvement Award to: Tri State Electric. Ltd.

City & State: Vinton, TX Item(s): Base Bid I

Contract Term: 180 Standard Workweek Days

Base Bid I: \$6,947,247.99 Total Estimated Award: \$6,947,247.99

Account(s): 190-4950-580270-38170-PCP18IB005-GS9023TMFG

Funding Source(s): Texas Mobility Fund Grant

District(s): 3 & 7

This was a Low Bid Procurement unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to Tri State Electric. Ltd. the lowest responsive and responsible bidder.

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.

AYES: Representatives Kennedy, Acevedo, Hernandez, Salcido, Rivera, and Canales

NAYS: None

ABSENT: Representatives Molinar and Fierro

REGULAR AGENDA – OTHER BUSINESS:

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

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

THAT the El Paso city Council hereby approves the list of projects on Exhibit "A" attached hereto, totaling \$67,435,000.00, which establishes: 1) the "Comprehensive International Bridges Capital Improvement Program" as the approved list of International Bridges Capital Improvement Program projects for FY 2025 through FY 2029; and 2) the use of the identified funding sources. Further, the El Paso City Council hereby authorizes the City Manager to make all necessary budget transfers prior to the execution of the projects.

Exhibit "A" 5 Yr CIP - Bridges

IBD Funded Projects (FY25-29)		Budget Allocations					
		Total		IBD		Other	
ITS at Zaragoza and BOTA (Off-System)	\$	17,900,000	\$	-	\$	17,900,000	
Ysleta Pedestrian Improvements (RAISE Grant)	\$	14,900,000	\$	2,900,000	\$	12,000,000	
Toll Collection System Upgrades	\$	11,000,000	\$	11,000,000	\$	-	
General Bridges / Facilities Repairs and Upgrades	\$	5,000,000	\$	5,000,000	\$	-	
Stanton and PdN Bridges Traffic Study	\$	500,000	Ş	500,000	\$	-	
Stanton & PDN Project Development Study (RCN Grant)	\$	2,000,000	\$	-	\$	2,000,000	
International Bridges Crossborder Survey Project	\$	420,000	\$	420,000	\$	-	
Ysleta Modernization/Expansion Project Development Study	\$	3,000,000	\$	-	\$	3,000,000	
Pavement Markings, Striping and Lane Dividers	\$	1,725,000	\$	1,725,000	\$	-	
Ysleta Additional Lane and Lane Assignments	\$	500,000	\$	500,000	\$	-	
International Bridges Inspections	\$	260,000	\$	260,000	\$	-	
Ysleta Cargo Restroom and Breakroon Area Construction	\$	600,000	\$	600,000	\$	-	
E-Fast Pass Dedicated Lane at Stanton Design and Construction	\$	600,000	\$	600,000	\$	-	
Stanton/PDN E-Fast Pass Office Design and Construction	\$	770,000	\$	770,000	\$	-	
Stanton Building Improvements Design and Construction	\$	660,000	\$	660,000	\$	-	
City 1 Parking Lot Improvements	\$	100,000	\$	100,000	\$	-	
PDN Parking Lot Improvements	\$	100,000	\$	100,000	\$	-	
Ysleta E-Fast Pass Office Expansion Design and Construction	\$	2,000,000	\$	2,000,000	\$	-	
Ysleta Building Improvements Design and Construction	\$	600,000	\$	600,000	\$	-	
Grant Matching Funding	\$	4,000,000	\$	4,000,000	\$	-	
Parking Meters Improvements and Equipment Upgrades	\$	800,000	\$	800,000	\$	-	
In-progress projects		Total		IBD		Other	
III progress projects		67,435,000	\$	32,535,000	\$	34,900,000	

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

AYES: Representatives Kennedy, Acevedo, Hernandez, Salcido, Rivera, and Canales

NAYS: None

ABSENT: Representatives Molinar and Fierro

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

43. RESOLUTION

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

THAT the City of El Paso Council authorizes the submission of an application to the Office of the Governor Texas Military Preparedness Commission Fiscal Year 2025 Defense Economic Adjustment Assistance Grant (DEAAG) requesting funds in the amount of \$3,000,000.00, with a \$6,514,523.00 match from the City, for the Fire Station 12 Reconstruction Project;

THAT the City Manager, or designee, is authorized to sign any documents necessary for the proper submission of the Application;

THAT the City Manager, or designee, is authorized to sign any documents necessary to accept a grant resulting from the Application, after consultation with the City Attorney's Office;

THAT the City Manager, or designee, is authorized to sign any documents related to a grant resulting from the Application, including, but not limited to, revisions to the project scope of work, revisions that increase, decrease or de-obligate program funds, revisions to the operation plan, and documents to reject, amend, correct, and/or terminate the grant;

THAT the City Manager, or designee, is authorized to explore funding sources and partnerships that leverage the strength of the Application and any grant resulting from the Application.

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

AYES: Representatives Kennedy, Acevedo, Hernandez, Salcido, Rivera, and Canales

NAYS: None

ABSENT: Representatives Molinar and Fierro

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

44. RESOLUTION

WHEREAS, on December 3, 2002, the City Council of the City of El Paso ("City") consented to the creation of Paseo Del Este Municipal Utility Districts Nos. 1 through 9 ("District") in the City of El Paso's Extraterritorial Jurisdiction; and

WHEREAS, the City's consent to the creation of the Districts was subject to several conditions; and

WHEREAS, one of the City's conditions for the creation of the Districts was that the City is to review and approve the Districts' bonds and notes prior to issuance and may place restrictions on the terms and provisions of each of the District's bond and notes issued to provide service to the land and conditions on the sale of the District's bonds and notes to the extent such restrictions and conditions do not generally render the bonds and notes of the Districts unmarketable; and

WHEREAS, Paseo Del Este Municipal District No. One ("M.U.D. No. 1") requested review and approval of the issuance of the Unlimited Tax Bonds, Series 2024 Bonds Utility by M.U.D. No. 1 (the "Series 2024 Bonds"); and

WHEREAS, the City reviewed the proposed issuance of Series 2024 Bonds by M.U.D. No. 1 and desires to approve the issuance of the bonds.

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

That the City reviewed and approves the issuance of the Unlimited Tax Bonds, Series 2024 Bonds in the estimated amount of \$1,690,000, by Paseo Del Este Municipal Utility District No. 1, with the acknowledgement that the issuance of such bonds does not constitute debt issuance by the City of El Paso.

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

AYES: Representatives Kennedy, Acevedo, Hernandez, Salcido, Rivera, and Canales

NAYS: None

ABSENT: Representatives Molinar and Fierro

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

45. RESOLUTION

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

THAT the City of El Paso Council authorizes the submission of an application to the U.S. Department of Transportation (USDOT) Fiscal year 2025 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant program, with a \$5,000,000.00 match required from the City, for the Ysleta Port of Entry Southbound Commercial Facilities Expansion Project: Phase I.

THAT the City Manager, or designee, is authorized to sign any documents necessary for the proper submission of the Application;

THAT the City Manager, or designee, is authorized to sign any documents necessary to accept a grant resulting from the Application, after consultation with the City Attorney's Office;

THAT the City Manager, or designee, is authorized to sign any documents related to a grant resulting from the Application, including, but not limited to, revisions to the project scope of work, revisions that increase, decrease or de-obligate program funds, revisions to the operation plan, and documents to reject, amend, correct, and/or terminate the grant;

THAT the City Manager, or designee, is authorized to explore funding sources and partnerships that leverage the strength of the Application and any grant resulting from the Application.

Representative Hernandez commented.

Mr. Omar Martinez, Assistant Director of Legislative Affairs, commented.

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

AYES: Representatives Kennedy, Acevedo, Hernandez, Salcido, Rivera, and Canales

NAYS: None

ABSENT: Representatives Molinar and Fierro
Motion made by Representative Rivera, seconded by Representative Salcido, and unanimously carried to ADJOURN this meeting at 3:01 p.m.
AYES: Representatives Kennedy, Acevedo, Hernandez, Salcido, Rivera, and Canales NAYS: None ABSENT: Representatives Molinar and Fierro
APPROVED AS TO CONTENT:
Laura D. Prine, City Clerk

OSCAR LEESER MAYOR

DIONNE MACKCITY MANAGER



CITY COUNCIL
BRIAN KENNEDY, DISTRICT 1
JOSH ACEVEDO, 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 REVIEW MINUTES COUNCIL CHAMBERS AND VIRTUALLY CITY HALL, 300 N. CAMPBELL October 7, 2024 9:00 A.M.

O.OO Allan
The City Council met at the above place and date. Meeting was called to order at 9:03 a.m. Mayor Oscar Leeser was present and presiding. The following Council Members answered roll call: Brian Kennedy, Josh Acevedo, Cassandra Hernandez, Isabel Salcido, and Henry Rivera. Late arrival: Chris Canales at 9:04 a.m. Joe Molinar and Art Fierro requested to be excused.
The agenda items for the October 8, 2024, Regular City Council and the Mass Transit Department Board Meetings were reviewed.
REGULAR CITY COUNCIL AGENDA
6. CONSENT AGENDA - RESOLUTION
Resolution that the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso (the "City") and Town of Anthony, Texas ("Anthony"), for the period of September 1, 2024 through August 31, 2025, for the City's Department of Animal Services to provide various animal services to the Town of Anthony.
Mayor Leeser commented.
Mr. Terry K. Kebschull, Animal Services Director, commented.
7. CONSENT AGENDA - RESOLUTION
Resolution that the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso (the "City") and Town of Clint, Texas ("Clint"), for the period of September 1, 2024 through August 31, 2025, for the City's Department of Animal Services to provide various animal services to the Town of Clint.
Mayor Leeser commented.
Mr. Terry K. Kebschull, Animal Services Director, commented.

8. CONSENT AGENDA - RESOLUTION

Resolution that the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso (the "City") and County of El Paso, Texas ("County"), for the period of September 1, 2024 through August 31, 2025, for the City's Department of Animal Services to provide various animal services to the County.

Mayor Leeser commented.

Mr. Terry K. Kebschull, Animal Services Director, commented.
MASS TRANSIT DEPARTMENT BOARD AGENDA
5. REGULAR AGENDA - OTHER BUSINESS
Discussion and action on a Resolution authorizing the Mayor to sign an Interlocal Agreement by and between City of El Paso, the El Paso Area Transportation Services, and the County of El Paso, to provide paratransit service users within their jurisdiction the opportunity to travel to and from the Service areas with minimal interruptions and as effortlessly as possible to increase the efficiency and effectiveness of the transit system within the region.
Mayor Leese commented.
Mr. Jerry DeMuro, Deputy Transit Officer, commented.
Motion made by Representative Rivera, seconded by Representative Canales, and unanimously carried to ADJOURN this meeting at 9:18 a.m.
AYES: Representatives Kennedy, Acevedo, Hernandez, Salcido, Rivera, and Canales NAYS: None ABSENT: Representatives Molinar and Fierro
APPROVED AS TO CONTENT:
Laura D. Prine, City Clerk

OSCAR LEESER MAYOR

DIONNE MACKCITY MANAGER



CITY COUNCIL

BRIAN KENNEDY, DISTRICT 1
JOSH ACEVEDO, 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 October 7, 2024 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 9:18 a.m. Mayor Oscar Leeser was present and presiding and the following Council Members answered roll call: Brian Kennedy, Josh Acevedo, Cassandra Hernandez, Isabel Salcido, Henry Rivera, and Chris Canales. Joe Molinar and Art Fierro requested to be excused.

ACENDA

<u>AGENDA</u>

1. A briefing by the Code Enforcement Director on the Restructuring of Code Enforcement.

The following City staff members presented a PowerPoint presentation (copy on file in the City Clerk's Office):

- Mr. Steve Alvarado. Code Enforcement Director
- Ms. Denice Sepulveda, Performance Management Coordinator

The following City staff members commented:

- Ms. Dionne Mack, City Manager
- Mr. Philip Etiwe, Director of Planning and Inspections
- Ms. Kristen Hamilton-Karam, Deputy City Attorney

Mayor Leeser and Representatives Acevedo and Canales commented.

NO ACTION was taken on this item.

2. Update on environmental conditions in the Chamizal Neighborhood.

The following City staff members presented a PowerPoint presentation (copy on file in the City Clerk's Office):

- Mr. Kevin Smith, Assistant Director of Planning and Inspections
- Assistant Fire Chief Robert Arvizu

Mayor Leeser and Representatives Acevedo, Salcido, and Canales commented.

Ms. Dionne Mack, City Manager, commented.

Ms. Celia Aguilar, citizen, commented.

NO ACTION was taken on this item.

EXECUTIVE SESSION

Motion made by Representative Rivera, seconded by Representative Acevedo, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 10:15 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 posted on the agenda:

Section 551.071 CONSULTATION WITH ATTORNEY

Section 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

AYES: Representatives Kennedy, Acevedo, Hernandez, Salcido, Rivera, and Canales

NAYS: None

ABSENT: Representatives Molinar and Fierro

Motion made by Representative Rivera, seconded by Representative Salcido, and unanimously carried to **ADJOURN** the Executive Session at 11:51 a.m. and **RECONVENE** the meeting of the City Council at which time motions were made.

AYES: Representatives Kennedy, Acevedo, Hernandez, Salcido, Rivera, and Canales

NAYS: None

ABSENT: Representatives Molinar and Fierro

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EX1. Torres v. City of El Paso; Cause No.:2017DCV0738 (551.071)

Motion made by Mayor Pro Tempore Kennedy, seconded by Representative Rivera, and carried that the City Attorney's Office be **AUTHORIZED** certain authority to engage in settlement negotiations and/or settle the matter of Maria H. Torres v. City of El Paso, in Matter Number 2017DCV0738, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

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

NAYS: Representative Acevedo

ABSENT: Representatives Molinar and Fierro

EX2. Claim of Isaiah Rodriguez obo the Estate of Delilah Madelyn Rodriguez; Claim-337 (551.071)

Motion made by Mayor Pro Tempore Kennedy, seconded by Representative Rivera, and carried that the City Attorney's Office be **AUTHORIZED** to deny the claim of Isaiah Rodriguez, in Claim number 337, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority

AYES: Representatives Kennedy, Acevedo, Hernandez, Salcido, Rivera, and Canales

NAYS: None

ABSENT: Representatives Molinar and Fierro

TVA OLI (B. 114 OLI) (C. 147 (FEA 074)

EX3. Claim of David A. Schomaker; Claim-517 (551.071)

Motion made by Mayor Pro Tempore Kennedy, seconded by Representative Rivera, and carried that the City Attorney's Office be **AUTHORIZED** to deny the claim of David Schomaker, in Claim number 517, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

AYES: Representatives Kennedy, Acevedo, Hernandez, Salcido, Rivera, and Canales NAYS: None

.....

ABSENT: Representatives Molinar and Fierro

EX4. Application of El Paso Electric Company to Amend its Energy Efficiency Cost Recovery Factor; HQ#UTILITY-39 (551.071)

Motion made by Mayor Pro Tempore Kennedy, seconded by Representative Salcido, and carried that the City Attorney in consultation with the City Manager be **AUTHORIZED** to negotiate and/or settle the Application of El Paso Electric Company to Amend its Energy Efficiency Cost Recovery Factor, under the Texas Public Utility Commission, Docket No. 56572, in Matter Number HighQ Utility-39, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

Representative Acevedo verbally disclosed a \$750 contribution received from El Paso Electric Employee Political Action Committee.

AYES: Representatives Kennedy, Acevedo, Hernandez, Salcido, Rivera, and Canales

NAYS: None

ABSENT: Representatives Molinar and Fierro

EX5. Application of El Paso Electric Company to Reconcile Fuel Costs; HQ#UTILITY-55 (551.071)

.....

Motion made by Mayor Pro Tempore Kennedy, seconded by Representative Rivera, and carried that the City Attorney in consultation with the City Manager be authorized to hire and retain outside counsel and any other necessary consultants, and to file an intervention in the *Application of El Paso Electric Company to Reconcile Fuel Costs*, under the Texas Public Utility Commission, Docket No. 57149, in Matter Number HighQ Utility-55, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

Representative Acevedo verbally disclosed a \$750 contribution received from El Paso Electric Employee Political Action Committee.

AYES: Representatives Kennedy, Acevedo, Hernandez, Salcido, Rivera, and Canales NAYS: None

ABSENT: Representatives Molinar and Fierro

EX6 El Paso Firemen and Policemen Pension Fund request (551.071)

NO ACTION was taken on this item.

EX7 Discussion on economic development opportunities in West El Paso. HQ#24-3469 (551.087)

NO ACTION was taken on this item.

.....

carried to **ADJOURN** the meeting at 11:57 a.m.

AYES: Representatives Kennedy, Acevedo, Hernandez, Salcido, Rivera, and Canales NAYS: None

Motion made by Representative Rivera, seconded by Representative Salcido, and unanimously

El Paso, TX

Legislation Text

File #: 24-1234, 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 Joe Molinar from the October 22, 2024, Regular City Council Meeting.

El Paso, TX

Legislation Text

File #: 24-1417, 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

International Bridges, Robert Tinajero, (915) 212-7509

AGENDA LANGUAGE:

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

A Resolution that the City Council, in accordance with the provisions of City Code Subsection 12.056.020(F) (1), hereby exempts the regularly designated parking meter fees to the North of I-10, to include, but not be limited to the Uptown Parking Benefit District, on November 23, 2024, for WinterFest which constitutes a special downtown event.

CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT:		
AGENDA DATE: PUBLIC HEARING DATE:		
CONTACT PERSON 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?		

DEPARTMENT HEAD:		
(If Department Head Summary Form is initiated by Purchasing, client department should sign also)		

RESOLUTION

WHEREAS, WinterFest is a holiday event that draws the community to the downtown area, during a time of year when there are numerous other activities in the downtown area, which can cause a strain on available downtown parking; and

WHEREAS, City Code Subsection 12.56.020(F) permits the International Bridges Director to make recommendations to City Council for exceptions to the days and times when parking meter fees shall apply; and

WHEREAS, the City Council finds that WinterFest constitutes a special downtown event as contemplated in City Code Subsection 12.56.020(F)(1); and

WHEREAS, the International Bridges Director recommends parking meter fees North of I-10, including but not limited to the Uptown Parking Benefit District, be waived solely and exclusively on November 23, 2024, for the event known as WinterFest; and

WHEREAS, the International Bridges Director does not recommend that parking meter fees in the downtown area be waived on November 23, 2024; and

WHEREAS, the City Council encourages the community to park at parking meters North of I-10, including but not limited to the Uptown Parking Benefit District, and encourages the community to utilize the El Paso Streetcar to travel to WinterFest on November 23, 2024.

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

THAT the City Council, in accordance with the provisions of City Code Subsection 12.056.020(F)(1), hereby exempts the regularly designated parking meter fees to the North of I-10, to include, but not be limited to the Uptown Parking Benefit District, on November 23, 2024, for WinterFest which constitutes a special downtown event.

(Signatures appear on following page)

APPROVED this	day of	, 2024.
		CITY OF EL PASO
		Oscar Leeser
		Mayor
ATTEST:		
Laura D. Prine City Clerk		
APPROVED AS TO FORM:		APPROVED AS TO CONTENT:
Manafleyli		Enarem 1
Mona M. Heydarian	 -	Roberto Tinajero, Director
Assistant City Attorney		International Bridges Department

El Paso, TX

Legislation Text

File #: 24-1429, 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

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: 6.7 Deliver effective and efficient processes to maximize value in obtaining goods and services.

A Resolution that the City Council hereby delegates its authority to cancel an active solicitation for goods and services to the Purchasing Director of the City of El Paso's Purchasing & Strategic Sourcing Department.

CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: October 22, 2024
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

K. Nicole Cote, Managing Director (915) 212-1092

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 6: Set the Standard for Sound Governance and Fiscal Management

SUBGOAL: 6.7 Deliver effective and efficient processes to maximize value in obtaining goods

and services

SUBJECT:

Requesting that the City Council hereby delegates its authority to cancel an active solicitation for goods and services to the Purchasing Director of the City of El Paso's Purchasing & Strategic Sourcing Department.

BACKGROUND / DISCUSSION:

City Council has mandated that procurement activities must be undertaken in an efficient, ethical, impartial, transparent, and professional manner, during various phases of the procurement cycle for goods and services circumstances may arise in which a solicitation may need to be cancelled in order to assure the aforementioned City Council priorities are adhered

SELECTION SUMMARY:

N/A

CONTRACT VARIANCE:

N/A

PROTEST

N/A

PRIOR COUNCIL ACTION:

On March 20, 2020 City Council delegated its authority to reject bids and proposals that are received as a result of the project delivery methods of Champer 2269 of the Government Code to the Director of Purchasing & Strategic Sourcing.

On April 17, 2018 City Council delegated its authority to select alternative project delivery methods for construction for any Construction Management-at-Risk or design-Build projects to the Director of Purchasing & Strategic Sourcing.

On January 26, 2016 City Council delegated authority to select relevant criteria factors and weights to be evaluated in each request for competitive sealed proposal projects to the Director of Purchasing & Strategic Sourcing.

AMOUNT AND SOURCE OF FUNDING:

Ν/Δ

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___NO PRIMARY DEPARTMENT: Purchasing & Strategic Sourcing **SECONDARY DEPARTMENT:** All **DEPARTMENT HEADS:**

K. Nicole Cote

K. Nicole Cote, Managing Director

RESOLUTION

WHEREAS, the City of El Paso ("City") contracts for the various goods and services as needed by the City and its various departments; and

WHEREAS, said contracts are regulated by various statutory requirements, governmental policies, and administrative processes to assure the proper expenditure of the City's financial resources; and

WHEREAS, the City Council of the City of El Paso ("City Council") established the Purchasing and Strategic Sourcing Department ("Purchasing") and Purchasing Director position via Ordinance 018067; and

WHEREAS, the City Council has mandated that procurement activities must be undertaken in an efficient, ethical, impartial, transparent, and professional manner; and

WHEREAS, during various phases of the procurement cycle for goods and services circumstances may arise in which a solicitation may need to be cancelled in order to assure the aforementioned City Council priorities are adhered to; and

WHEREAS, the City Council desires to delegate its authority to cancel a solicitation as part of an active solicitation for goods and services to the Purchasing Director.

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

That the City Council hereby delegates its authority to cancel an active solicitation for goods and services to the Purchasing Director of the City of El Paso's Purchasing and Strategic Sourcing Department.

That Cancellation or Rejection Notices will contain the following minimum information:

- 1. City Department Name, business address and contract name; and
- 2. City of El Paso solicitation number; and
- 3. Reason(s) for Cancellation

That the Purchasing Director will provide quarterly notice to the City Council of solicitations canceled under this delegation of authority, for notation, via posting to a City Council agenda.

(Signatures begin on the following page)

APPROVED this day of	2024.
	CITY OF EL PASO:
	Oscar Leeser Mayor
ATTEST:	
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Juan S. Gonzalez Senior Assistant City Attorney	K. Nicola Cota Nicole Cote, Managing Director Purchasing & Strategic Sourcing

El Paso, TX

Legislation Text

File #: 24-1410, 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) 212-0065

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 a Consent to Assignment to assign an On-Call Agreement, Contract No. 2021-0804R (Professional Civil Engineering Services), from DEC - El Paso, LLC to Gannett Fleming, Inc.

CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE:	October 22, 2024
PUBLIC HEARING DATE:	N/A
CONTACT PERSON(S) NAME AND PHONE NUMBER:	Yvette Hernandez, P.E., City Engineer (915) 212-0065
DISTRICT(S) AFFECTED:	All
STRATEGIC GOAL: SUBGOAL:	No.7: Enhance and Sustain El Paso's Infrastructure Network N/A
• •	uthorized to sign a Consent to Assignment to assign an On- Call Agreement, onal civil engineering services), from DEC – El Paso, LLC to Gannett
BACKGROUND / DISCUSSION: This consent to assignment will be ongoing work under this contract.	for the time remaining of the current contract term or the remaining term of
PRIOR COUNCIL ACTION: On City council approved the award \$750,000 for a two-year term.	d of contract 2021-0804R to DEC – El Paso, LLC for an amount not to exceed
AMOUNT AND SOURCE OF FU Funding: 2019 Public Safety Bond, Ca	UNDING: apital Plans, Environmental/Airport Enterprise Funds, Quality of Life Bonds
HAVE ALL AFFECTED DEPAR	RTMENTS BEEN NOTIFIED? _x YESNO
PRIMARY DEPARTMENT: Cap SECONDARY DEPARTMENT: 1	1
**********	REQUIRED AUTHORIZATION**************
DEPARTMENT HEAD:	fvette Hernandez e Hernandez, P.E., City Engineer
Yvett	e Hernandez, P.E., City Engineer

Revised 04/09/2021

RESOLUTION

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

THAT the City Manager be authorized to sign a Consent to Assignment to assign an On-Call Agreement, Contract No. 2021-0804R (professional civil engineering services), from DEC – El Paso, LLC to Gannett Fleming, Inc.

APPROVED this day of	2024.
	CITY OF EL PASO:
	Oscar Leeser Mayor
ATTEST:	Mayor
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Polesta Birto	Yvette Hernandez Yvette Hernandez, P.E., City Engineer
Roberta Brito	Yvette Hernandez, P.E., City Engineer
Senior Assistant City Attorney	Capital Improvement Dept.

STATE OF TEXAS)	
)	CONSENT TO ASSIGNMENT
COUNTY OF EL PASO)	

This Consent to Assignment is executed this _____ day of ______, 2024, by and between the City of El Paso (the "City") through its Capital Improvement Department; DEC – El Paso, LLC (formerly known as Dannenbaum Engineering Company – El Paso, LLC), a Texas Limited Liability Company ("Assignor"); and Gannett Fleming, Inc., a Delaware corporation registered to transact business in Texas ("Assignee").

WHEREAS, on May 11, 2021, the City through its Capital Improvement Department entered into an On-Call Agreement for Professional Services, Solicitation # 2021-0804R (the "Contract") with Assignor, which is fully incorporated herein by reference;

WHEREAS, pursuant to the Contract, Assignor is to provide professional civil engineering services on a task order basis;

WHEREAS, Assignee purchased one hundred percent (100%) ownership interest in the sole member of Assignor;

WHEREAS, as a result of the acquisition, Assignor's operations have been absorbed by Assignee;

WHEREAS, as a result, Assignee and Assignor are requesting consent to the assignment of the Contract to Assignee;

WHEREAS, Assignor's Federal Tax Identification Number is 25-1613591;

WHEREAS, the Contract provides that it is not assignable without the consent of the City and Assignee has requested that the City approve an assignment of the Contract;

WHEREAS, Assignee has agreed to be responsible for all duties and obligations under the Contract and the City agrees to the assignment of all rights, duties and obligations encompassed in the Contract to Assignee.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

- 1. The City through its Capital Improvement Department consents to the assignment of the rights, duties and obligations under the Contract to Assignee.
- 2. Assignee agrees to assume and perform all duties, obligations and responsibilities under the Contract.
- 3. All terms and conditions of the Contract shall remain in full force and effect.
- 4. Assignee agrees to indemnify, defend and hold harmless the City from and against any and all claims, demands, causes of action, court costs, expenses, and

RAB

attorney's fees which are connected with or arise from the assignment of this Contract or the City's acceptance and recognition of the assignment of the Contract to Assignee.

EXECUTED this the	day of	, 2024.
		THE CITY OF EL PASO:
		Dionne Mack City Manager
ATTEST:		
Laura D. Prine City Clerk		
APPROVED AS TO FORM:		APPROVED AS TO CONTENT:
Poberta Birto Roberta Brito		Gvette Hernandez Yvette Hernandez, P.E., City Engineer
Roberta Brito Assistant City Attorney		Yvette Hernandez, P.E., City Engineer Capital Improvement Department
Assistant City Attorney		Capital Imployement Department

(Signatures on the following page)

ASSIGNOR:

DEC - EL PASO, LLC

Johan Petterson Vice President

ASSIGNEE:

GANNETT FLEMING, INC.

John A. Derr

Executive Vice President

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit. A person making a contribution, including the contributor's spouse. "Contributor" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in "Donation" their district. "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item. "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	
Business Name	Gannett Fleming, Inc.
Agenda Item Type	Consent to Assignment
Relevant Department	Capital Improvements Department

Disciosi	are Annihilation. I lease check the appropriate box below to indicate whether you have made campaign
contribut	tions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s)
or term(s	s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.
	I have NOT made campaign contributions or donations totaling an aggregate of \$500 or more to any
\checkmark	City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section
	2.92.080 of the El Paso Municipal Code.
OR	
П	I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following
Ш	City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor	110/180/201	
District 1	(A) (B)	
District 2	五湯	
District 3	1138	
District 4	1 300000	5/,//
District 5	11 / (255)	
District 6	TRYA	
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.

Signature:	Tolul Jan	Date: September 6, 2024
Oigilatalo.		Bato.

El Paso, TX

Legislation Text

File #: 24-1411, 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

Capital Improvement Department, Yvette Hernandez, (915) 212-0065

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 a Consent to Assignment to assign an Agreement for Professional Services, Contract No. 2023-0380 (Engineering and Design Services - Vista Del Sol, Pebble Hills Blvd. Reconstruction-Resurfacing), from DEC - El Paso, LLC to Gannett Fleming, Inc.

CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE:	October 22, 2024
PUBLIC HEARING DATE:	N/A
CONTACT PERSON(S) NAME AND PHONE NUMBER:	Yvette Hernandez, P.E., City Engineer (915) 212-0065
DISTRICT(S) AFFECTED:	All
STRATEGIC GOAL: SUBGOAL:	No.7: Enhance and Sustain El Paso's Infrastructure Network N/A
Services, Contract No. 2023-0380 (H	I to sign a Consent to Assignment to assign an Agreement for Professional Engineering and Design Services - Vista Del Sol, Pebble Hills Blvd. DEC – El Paso, LLC to Gannett Fleming, Inc.
BACKGROUND / DISCUSSION: This consent to assignment will be a ongoing work under this contract.	for the time remaining of the current contract term or the remaining term of
PRIOR COUNCIL ACTION: On July 5, 2023 City council appro- not to exceed \$473,436.82.	ved the award of contract 2023-0380 to DEC – El Paso, LLC for an amount
AMOUNT AND SOURCE OF FU Funding: 2022 Community Progress	
HAVE ALL AFFECTED DEPAR	TMENTS BEEN NOTIFIED? _x_ YESNO
PRIMARY DEPARTMENT: Capital SECONDARY DEPARTMENT: 1	
**********	REQUIRED AUTHORIZATION*************
DEPARTMENT HEAD:	e Hernandez e Hernandez, P.E., City Engineer
Yvette	e Hernandez, P.E., City Engineer

Revised 04/09/2021

RESOLUTION

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

THAT the City Manager be authorized to sign a Consent to Assignment to assign an Agreement for Professional Services, Contract No. 2023-0380 (Engineering and Design Services – Vista Del Sol, Pebble Hills Blvd. Reconstruction-Resurfacing), from DEC – El Paso, LLC to Gannett Fleming, Inc.

APPROVED this day of	2024.
	CITY OF EL PASO:
ATTEST:	Oscar Leeser Mayor
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Poberta Birto	Yvette Hernandez, P.E., City Engineer
Roberta Brito	Yvette Hernandez, P.E., City Engineer
Senior Assistant City Attorney	Capital Improvements Dept.

STATE OF TEXAS)	
)	CONSENT TO ASSIGNMENT
COUNTY OF EL PASO)	

This Consent to Assignment is executed this _____ day of ______, 2024, by and between the City of El Paso (the "City") through its Capital Improvement Department; DEC - El Paso, LLC ("Assignor"), a Domestic Limited Liability Company; and Gannett Fleming, Inc., a Delaware corporation registered to transact business in Texas ("Assignee").

WHEREAS, on July 5, 2023, the City through its Capital Improvement Department entered into an Agreement for Professional Services, Solicitation # 2023-0380 (the "Contract") with Assignor, which is fully incorporated herein by reference;

WHEREAS, pursuant to the Contract, Assignor is to provide professional services for a project known as "Engineering and Design Services Vista Del Sol Dr., Pebble Hills Blvd. Reconstruction-Resurfacing";

WHEREAS, Assignee purchased one hundred percent (100%) ownership interest in the sole member of Assignor;

WHEREAS, as a result of the acquisition, Assignor's operations have been absorbed by Assignee;

WHEREAS, as a result, Assignee and Assignor are requesting consent to the assignment of the Contract to Assignee;

WHEREAS, Assignor's Federal Tax Identification Number is 25-1613591;

WHEREAS, the Contract provides that it is not assignable without the consent of the City and Assignee has requested that the City approve an assignment of the Contract; and

WHEREAS, Assignee has agreed to be responsible for all duties and obligations under the Contract and the City agrees to the assignment of all rights, duties and obligations encompassed in the Contract to Assignee.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

- 1. The City through its Capital Improvement Department consents to the assignment of the rights, duties and obligations under the Contract to Assignee.
- 2. Assignee agrees to assume and perform all duties, obligations and responsibilities under the Contract.
- 3. All terms and conditions of the Contract shall remain in full force and effect.

against any and all claims, demands, causes of action, court costs, expenses, a attorney's fees which are connected with or arise from the assignment of the Contract or the City's acceptance and recognition of the assignment of the Contract to Assignee.		
EXECUTED this the	day of	, 2024.
		THE CITY OF EL PASO
		Dionne Mack City Manager
ATTEST:		
Laura D. Prine City Clerk		
APPROVED AS TO FORM:		APPROVED AS TO CONTENT:
Roberta Brito Assistant City Attorney		Gvette Hernandez A vette Hernandez, P.E., City Engineer Capital Improvement Department

Assignee agrees to indemnify, defend and hold harmless the City from and

4.

(Signatures on the following page)

ASSIGNOR:

DEC - EL PASO, LLC

Johan Petterson

Vice President

ASSIGNEE:

GANNETT FLEMING, INC.

John A. Derr

Executive Vice President

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit. A person making a contribution, including the contributor's spouse. "Contributor" "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district. An individual and spouse, a business entity, or an individual who owns a business entity in whole or in "Donor" part, or is operated by the individual, that is the subject of a council agenda item. "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	
Business Name	Gannett Fleming, Inc.
Agenda Item Type	Consent to Assignment
Relevant Department	Capital Improvements Department

Disciosi	are Annihilation. I lease check the appropriate box below to indicate whether you have made campaign
contribut	tions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s)
or term(s	s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.
✓	I have NOT made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.
OR	
	I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor	110/180/280	
District 1		
District 2	五器	
District 3		2/0/
District 4	1 3000000	5/,//
District 5	11 (2259)	
District 6	TRYA	
District 7	3711	
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.

Signature:	Tolul desp	Date: September 6, 2024
Olginature.		Date.

El Paso, TX

Legislation Text

File #: 24-1412, 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) 212-0065

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 a Consent to Assignment to assign an On-Call Agreement, Contract No. 2023-0450 (Professional Civil Engineering Services), from DEC - El Paso, LLC to Gannett Fleming, Inc.

CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

GENDA DATE: October 22, 2024					
PUBLIC HEARING DATE:	JBLIC HEARING DATE: N/A				
CONTACT PERSON(S) NAME Yvette Hernandez, P.E., City Engineer (915) 212-0065					
DISTRICT(S) AFFECTED:	All				
STRATEGIC GOAL: SUBGOAL:	No.7: Enhance and Sustain El Paso's Infrastructure Network N/A				
	d to sign a Consent to Assignment to assign an On- Call Agreement, Contract ngineering services) from DEC – El Paso, LLC to Gannett Fleming, Inc.				
BACKGROUND / DISCUSSION: This consent to assignment will be ongoing work under this contract.	for the time remaining of the current contract term or the remaining term of				
PRIOR COUNCIL ACTION: On August 1, 2023 City council a amount not to exceed \$750,000 for a	approved the award of contract 2023-0450 to DEC – El Paso, LLC for an a two-year term.				
AMOUNT AND SOURCE OF FU Funding: 2019 Public Safety Bond, Bonds	NDING: Capital Plans, Environmental / Airport Enterprise Funds, Quality of Life				
HAVE ALL AFFECTED DEPAR	TIMENTS BEEN NOTIFIED? _x YESNO				
PRIMARY DEPARTMENT: Cap SECONDARY DEPARTMENT: 1	•				
**********	REQUIRED AUTHORIZATION*************				
DEPARTMENT HEAD:	e Hernandez, P.E., City Engineer				
Yvette	e Hernandez, P.E., City Engineer				

Revised 04/09/2021

RESOLUTION

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

THAT the City Manager be authorized to sign a Consent to Assignment to assign an On-Call Agreement, Contract No. 2023-0450 (professional civil engineering services), from DEC – El Paso, LLC to Gannett Fleming, Inc.

APPROVED this day of	2024.
	CITY OF EL PASO:
ATTEST:	Oscar Leeser Mayor
Laura D. Prine City Clerk	<u>-</u>
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Voberta Birto	Yvette Hernandez, P.E., City Engineer
Roberta Brito	Yvette Hernandez, P.E., City Engineer
Senior Assistant City Attorney	Capital Improvements Dept.

STATE OF TEXAS)	
)	CONSENT TO ASSIGNMENT
COUNTY OF EL PASO)	

This Consent to Assignment is executed this _____ day of ______, 2024, by and between the City of El Paso (the "City") through its Capital Improvement Department; DEC - El Paso, LLC, a Domestic Limited Liability Company ("Assignor"); and Gannett Fleming, Inc., a Delaware corporation registered to transact business in Texas ("Assignee").

WHEREAS, on August 1, 2023, the City through its Capital Improvement Department entered into an On-Call Agreement for Professional Services, Solicitation # 2023-0450 (the "Contract") with Assignor, which is fully incorporated herein by reference;

WHEREAS, pursuant to the Contract, Assignor is to provide professional engineering services on a task order basis;

WHEREAS, Assignee purchased one hundred percent (100%) ownership interest in the sole member of Assignor;

WHEREAS, as a result of the acquisition, Assignor's operations have been absorbed by Assignee;

WHEREAS, as a result, Assignee and Assignor are requesting consent to the assignment of the Contract to Assignee;

WHEREAS, Assignor's Federal Tax Identification Number is 25-1613591;

WHEREAS, the Contract provides that it is not assignable without the consent of the City and Assignee has requested that the City approve an assignment of the Contract; and

WHEREAS, Assignee has agreed to be responsible for all duties and obligations under the Contract and the City agrees to the assignment of all rights, duties and obligations encompassed in the Contract to Assignee.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

- 1. The City through its Capital Improvement Department consents to the assignment of the rights, duties and obligations under the Contract to Assignee.
- 2. Assignee agrees to assume and perform all duties, obligations and responsibilities under the Contract.
- 3. All terms and conditions of the Contract shall remain in full force and effect.
- 4. Assignee agrees to indemnify, defend and hold harmless the City from and against any and all claims, demands, causes of action, court costs, expenses, and

1

attorney's fees which are connected with or arise from the assignment of this Contract or the City's acceptance and recognition of the assignment of the Contract to Assignee.

EXECUTED this the	day of	, 2024.
		THE CITY OF EL PASO
		Dionne Mack
		City Manager
ATTEST:		
Laura D. Prine City Clerk		
APPROVED AS TO FORM:		APPROVED AS TO CONTENT:
Poberta Birto		Yvette Hernandez Yvette Hernandez, P.E., City Engineer
Roberta Brito Assistant City Attorney		Yvette Hernandez, P.E., City Engineer Capital Improvement Department

(Signatures being on the following page)

ASSIGNOR:

DEC - EL PASO, LLC
Johan Pitteron

Johan Petterson Vice President

ASSIGNEE:

GANNETT FLEMING, INC.

John A. Derr

Executive Vice President

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit. A person making a contribution, including the contributor's spouse. "Contributor" "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district. An individual and spouse, a business entity, or an individual who owns a business entity in whole or in "Donor" part, or is operated by the individual, that is the subject of a council agenda item. "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	
Business Name	Gannett Fleming, Inc.
Agenda Item Type	Consent to Assignment
Relevant Department	Capital Improvements Department

Disclosu	re Affirmation: Please check the appropriate box below to indicate whether you have made campaign
contributi	ons or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s)
or term(s	of City office specified in Section 2.92.080 of the El Paso Municipal Code.
✓	I have NOT made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.
OR	
	I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor	110/188/280	
District 1		
District 2		5
District 3		
District 4	1 20000	5/,//
District 5		
District 6	TRYA	
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.

Signature:	Tolul Jan	Date: September 6, 2024
Oigilatalo.		Bato.

El Paso, TX

Legislation Text

File #: 24-1362, 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

Public Health, Veerinder Taneja, (915) 212-6502

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 Village of Vinton, Texas, for the period of September 1, 2024, through August 31, 2025 for the provision of public health and environmental services by the City of El Paso to Village of Vinton.

CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: Public Health

AGENDA DATE: 10/22/24 PUBLIC HEARING DATE:

CONTACT PERSON NAME AND PHONE NUMBER: Veerinder Taneja, MBBS; MPH, 915-212-6502

DISTRICT(S) AFFECTED: ALL DISTRICTS

STRATEGIC GOAL: #8 NURTURE AND PROMOTE A HEALTHY AND 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.

A resolution that the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and Village of Vinton, Texas, for the period of September 1, 2024, through August 31, 2025 for the provision of public health and environmental services by the City of El Paso to Village of Vinton, for which Village of Vinton shall pay to the City of El Paso an annual amount of THIRTY-THOUSAND FIFTY-TWO DOLLARS AND NO/100 (\$30,052.00)

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? This agreement will allow the City of El Paso to provide the Village of Vinton public health and environmental services.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

This Interlocal Agreement is renewed annually.

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

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?	X	YES _	NO
PRIMARY DEPARTMENT: Public Health			

SECONDARY DEPARTMENT: Environmental Services

DEPARTMENT HEAD: Veerinder Taneja, MBBS; MPH

(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 and Village of Vinton, Texas, for the period of September 1, 2024, through August 31, 2025 for the provision of public health and environmental services by the City of El Paso to Village of Vinton, for which Village of Vinton shall pay to the City of El Paso an annual amount of THIRTY-THOUSAND FIFTY-TWO DOLLARS AND NO/100 (\$30,052.00)

APPROVED this	day of2024.
	CITY OF EL PASO:
ATTEST:	Oscar Leeser Mayor
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Monaffeyl.	Veerinder Taneja Veerinder Taneja, Director
Mona M. Heydarian	Veerinder Taneja, Director
Assistant City Attorney	Department of Public Health
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Leyo Su	Hichard H. Glama
Joyce Garcia	Nicholas Ybarra, Director
Assistant City Attorney	Environmental Services Department

STATE OF TEXAS)	
)	INTERLOCAL AGREEMENT
COUNTY OF EL PASO)	

THIS AGREEMENT is entered into on the last listed approved date below between the CITY OF EL PASO, TEXAS ("City of El Paso", "Party") and the Village of Vinton, TEXAS ("Village of Vinton", "Party"), and collectively known as ("Parties"), by and through its duly authorized officials, pursuant to the Interlocal Cooperation Act.

RECITALS

WHEREAS, the City of El Paso and Village of Vinton are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and

WHEREAS, the City of El Paso has a Department of Public Health; and

WHEREAS, this Agreement for interlocal cooperation for the City of El Paso to provide certain public health services to Village of Vinton is necessary for the mutual advancement of the health and general welfare of the citizens of all jurisdictions concerned; and

WHEREAS, Village of Vinton desires to have the City of El Paso's appointed health authority serve as Village of Vinton 's health authority; and

WHEREAS, Village of Vinton will make available and/or transfer to the City of El Paso certain information, in conjunction with goods or services that are being provided by the City of El Paso to Village of Vinton, which is confidential and must be afforded special treatment and protection; and

WHEREAS, the City of El Paso will also have access to and/or receive from Village of Vinton certain information that can be used or disclosed only in accordance with this Agreement, the Texas Medical Records Privacy Act and the HHS Privacy Regulations; and

WHEREAS, the City of El Paso will include Village of Vinton in public health research projects, to examine health conditions in Village of Vinton, when funded by the State of Texas or the federal government and when research protocols are indicated for areas beyond the urban borders of the City of El Paso.

FOR THESE REASONS, and in consideration of the mutual promises contained in this Agreement, Village of Vinton and the City of El Paso mutually agree as follows:

1. <u>SCOPE OF SERVICES</u>.

- 1.1 The City of El Paso shall perform the following public health related services by and through its Department of Public Health under the terms and conditions hereinafter stated, and Village of Vinton hereby accepts and agrees to the following terms and conditions:
 - 1.1.1 The City of El Paso will issue permits and provide inspection services of food establishments at a frequency and in accordance with recommended protocols as established by the Texas Department of State Health Services (DSHS). The City of El Paso will provide enforcement of applicable State laws and regulations as appropriate to help reduce the risk of foodborne illnesses in said establishments. Appropriate and customary fees will be charged to the establishments, as permitted by law.
 - 1.1.1.1 The City of El Paso will provide food handler and food manager training in accordance with the Texas Food Establishment Rules found at 25 TAC 228.
 - 1.1.2 The City of El Paso will provide public health related complaint investigation/enforcement services as determined to be appropriate by City of El Paso staff for those conditions that violate the Texas Health and Safety Code and applicable Village of Vinton ordinances.
 - 1.1.3 The City of El Paso will provide communicable disease investigation services for the purpose of tracking communicable diseases and helping to reduce transmission in accordance with appropriate epidemiological intervention. Services will be provided in a manner and at a frequency that is consistent with standard public health practices.
 - 1.1.4 The City of El Paso will provide immunization services to residents of Village of Vinton to include but not be limited to adult, adolescent and childhood immunizations as recommended by the Texas DSHS. Appropriate and customary fees will be charged to those receiving these services.

- 1.1.5 The City of El Paso will provide tuberculosis and sexually transmitted disease control services to residents of Village of Vinton. Services may include testing, treatment and investigation of contacts, as appropriate. Appropriate and customary fees will be charged to those receiving these services.
- 1.1.6 The City of El Paso will provide Women, Infants and Children (WIC) Nutrition services to residents of Village of Vinton in accordance with Texas DSHS requirements. Services may include medical health assessment, nutrition, breast-feeding promotion, social service referral, and food benefit issuances, as appropriate.
- 1.1.7 The City of El Paso will provide pediatric dental services to residents living in Village of Vinton in accordance with Texas Title V requirements and in accordance with Texas Medicaid waiver guidelines. Services may be provided in the Department of Public Health's licensed dental facility in the City of El Paso or by use of the City of El Paso's Mobile Dental clinic beyond the City limits.
- 1.1.8 The City of El Paso will provide informational programs including but not limited to injury prevention, asthma, diabetes, abstinence, maturation/puberty, and tobacco use prevention. These services are generally provided to Village of Vinton's residents at local school facilities through the City of El Paso's Health Education Program.
- 1.2 The City of El Paso shall perform the following environmental services by and through its Department of Environmental Services under the terms and conditions hereinafter stated, and Village of Vinton hereby accepts and agrees to the following terms and conditions:
 - 1.2.1 The City of El Paso will provide mosquito control services, including but not limited to, collecting and identifying mosquito species, larviciding, adulticiding, providing enforcement of violations that create mosquito harborage as appropriate, tracking of vector-borne disease, and educating the public regarding disease prevention strategies.

- 1.2.2 The City of El Paso will include the jurisdictional areas of Village of Vinton within its programs and services for the purpose of the enhancement of the air quality, to include but not be limited to, routine ambient air monitoring, analysis of gasoline samples to ensure compliance with oxygen content, and investigation and enforcement of air-related nuisances and other requirements as set forth by the Texas Commission on Environmental Quality and/or the United States Environmental Protection Agency as appropriate.
- 1.3 The City of El Paso agrees that in accordance with the provisions of any and all grants from federal and state agencies that are awarded on a county-wide basis, the City of El Paso will provide services in the jurisdictional areas of the Village of Vinton as required under these grant provisions. Provided, however, nothing in this Agreement shall obligate the City of El Paso to perform services if the grant funds relating to a particular grant are not currently being paid to the City of El Paso, and, in any such instances, the Director of the City of El Paso's Department of Public Health shall give written notice to Village of Vinton that the City of El Paso is not providing the particular services for the reason that it has not received funding under the applicable grant. The City of El Paso will provide written notice to Village of Vinton of grant funding which becomes discontinued or terminated, and any election by the City of El Paso not to seek the renewal of grants existing at the effective date of this Agreement.
- 1.4 To the extent allowed by law, Village of Vinton agrees to pass all ordinances and resolutions necessary to give the City of El Paso and City of El Paso personnel jurisdiction to provide public health and environmental service functions in Village of Vinton pursuant to the terms of this Agreement, including its extraterritorial jurisdiction, if any, where the providing of public health and other services is authorized by law, and including the power to issue citations and notices of violations for violations of any ordinances pertaining to the protection of the public health and that pertain to services the City of El Paso agrees to render in accordance with the terms of this Agreement.

- 1.5 The City of El Paso agrees that it will file citations, complaints and violations occurring within the territorial limits of Village of Vinton through Village of Vinton Municipal Court. It is agreed that the appropriate personnel from the City of El Paso will be administratively directed to be present at such times as court sessions are set and cases involving the City of El Paso are on the court's docket, without the necessity for the issuance of a subpoena. Village of Vinton Municipal Court will provide reasonable notice of any case settings to the City of El Paso.
- 1.6 The City of El Paso will provide necessary training for employees utilized in providing services under this Agreement, as may be required by law or determined to be appropriate by the City of El Paso, and shall require all such personnel to maintain all required licenses and certifications in accordance with State and Federal laws.
- 1.7 Nothing within the terms of this Agreement shall require the City of El Paso to purchase additional equipment or hire additional personnel in order to comply with the terms of this Agreement.
- 1.8 The City of El Paso agrees that it will keep accurate records of all services provided to Village of Vinton pursuant to this Agreement as part of its routine data collection processes and shall report such activities in its standardized records format to Village of Vinton officials, as requested. However, the City of El Paso will not be required to furnish copies of any reports that are maintained on the City of El Paso's website and available to Village of Vinton from the website.
- 1.9 On or before July 31, 2024, the City of El Paso shall provide to Village of Vinton an initial projection based on the City Manager's filed proposed budget of Village of Vinton's potential costs for a new Interlocal Agreement that, if agreed upon, would be effective September 1, 2024. The provision of this initial projection of potential costs will be used solely for the purposes of facilitating the budgeting process for the Village of Vinton for its FY2025 budget.
- 1.10 It is understood and agreed to between the Parties that any portion of this Agreement providing for the delivery of public health services for which Village of Vinton does not grant legal authority shall be null and void and of no force and effect, and the City of El Paso shall not be obligated to provide those services.

- 2. <u>LOCATION OF PERFORMANCE</u>. The place where most services are to be performed is in Village of Vinton, Texas, and any extraterritorial jurisdiction thereof where the City of El Paso may lawfully provide public health and environmental services as delegated and authorized under this Interlocal Agreement (jurisdictional areas of Village of Vinton). Certain health services involving medical testing, treatment and laboratory analysis shall be performed at City Department of Public Health locations within the City of El Paso.
- 3. **APPOINTMENT OF HEALTH AUTHORITY**. The Parties agree that the individual appointed to serve as health authority for the City of El Paso will serve as the health authority for Village of Vinton, in accordance with Section 121.028(c), Texas Health and Safety Code.
- 4. <u>TIMES OF PERFORMANCE</u>. The City of El Paso shall commence the provision of its services on the 1st day of September 2024, and shall terminate on the 31st day of August 2025, regardless of the date of execution of this Agreement.
 - 4.1 In the event of a public health emergency, such as, but not limited to, a disaster declaration of Village of Vinton, requiring, as a result of the emergency, specific health services from the City of El Paso after August 31, 2024, and prior to the signing of a subsequent Interlocal for health services between the parties to this Agreement, the required services shall be provided by the City of El Paso to Village of Vinton at the rate described in the present Agreement, and Village of Vinton shall pay for said services at said rate within thirty (30) days of receipt of an invoice from the City of El Paso for said services.

5. **COMPENSATION.**

The Village of Vinton agrees to pay the amount not to exceed THIRTY-THOUSAND FIFTY-TWO DOLLARS AND NO/100 (\$30,052.00) for services rendered in accordance with this Agreement, excluding the services described in Section 4.1. Payments shall be made in equal quarterly installments, each in the amount of SEVEN THOUSAND FIVE HUNDRED THIRTEEN DOLLARS AND NO/100 (\$7,513.00) with the first payment becoming due and payable on the 1st day of September 2024 or within 10 days after the date that Village of Vinton signs this Agreement, whichever is later. The quarterly installment described in this Section 5.1 does not include the services described in Section 4.1. The Cost Model attached hereto as Appendix A and Appendix B identifies the total cost of

- services offered by the City of El Paso to Village of Vinton pursuant to this Agreement.
- 5.2 The Parties acknowledge that the funds paid by the Village of Vinton pursuant to Section 5.1 above may not be sufficient in the event of an unexpected occurrence such as an outbreak, epidemic (i.e. Zika, cholera), or intervention of emerging or new diseases or public health threats (chemical or biological) in the jurisdictional areas of Village of Vinton. The Village of Vinton shall name a person to serve as a point of contact to discuss these types of threats, their intervention, and any additional costs that the Village of Vinton will need to pay to defray the resulting expenses. Such contact person shall be designated and disclosed to the Director of the Department of Public Health and the Director of Environmental Services as of the signing of this Agreement, as applicable.
- 6. PAYMENTS PURSUANT TO THIS AGREEMENT. Payments submitted under this Agreement shall be made payable to the City of El Paso, Attn: Comptroller, PO Box 1890, El Paso, TX 79950-1890. In addition to the compensation provided for herein, the City of El Paso shall receive all proceeds received from inspection and permit fees collected in the Village of Vinton. Such fees, when set or revised by Village of Vinton and to the extent allowed by law, shall be set in the same amounts as the fees for the identical services or charges as made by the City of El Paso. All fees that Village of Vinton collects for this purpose shall be paid to the City of El Paso on a quarterly basis, within thirty (30) days of the conclusion of the quarter. Village of Vinton shall also provide the City of El Paso with a report indicating the amount of fees collected and the time period associated with such collection. In event that Village of Vinton accrues an arrearage on payment, the City of El Paso Comptroller or any collection agency retained by the City to collect delinquent accounts may add a collection fee of 21% to the account receivable if owing to the City for more than sixty (60) days, pursuant to the El Paso City Code, Ordinance 14700.
- 7. **LAW GOVERNING CONTRACT.** The governing law for this Agreement shall be the laws of the State of Texas. The venue shall be in El Paso County, Texas.
- 7.1 Authority of the City of El Paso. Village of Vinton expressly agrees that the City of El Paso shall have authority to enforce all laws and ordinances applicable to those public health and environmental services covered in this agreement, within the incorporated city limits and extraterritorial jurisdiction of Village of Vinton, Texas. Village of Vinton further agrees that, in

the absence of any conflicting city ordinance, the City of El Paso shall have authority to enforce the laws of the State of Texas and the County of El Paso applicable to those public health and environmental services covered in this agreement, within the incorporated city limits and extraterritorial jurisdiction of Village of Vinton, Texas. Village of Vinton shall provide certified copies of all Village of Vinton, Texas Ordinances affecting public health and environmental regulation upon execution of this Agreement and as requested by the City of El Paso, and to provide copies of all such newly-adopted or amended ordinance within 10 days after adoption or amendment. Copies of such ordinances shall be sent to the Director of the City of El Paso Department of Public Health and to the Director of the City of El Paso Department of Environmental Services, as applicable.

- 7.2 Privileges and Immunities. All privileges and immunities from liability, exemptions from laws, ordinances and rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activities of officers, agents, or employees of the City of El Paso when performing a function shall apply to such officers, agents, or employees to the same extent while engaged in the performance of any of their functions and duties under the terms and provisions of this Agreement. Each Party reserves, and does not waive, its rights of sovereign immunity and rights under the Texas Tort Claims Act.
- 7.3 Governmental Function. The Parties expressly agree that, in all things relating to this Agreement, the City of El Paso is performing a governmental function, as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the City of El Paso, which, in any way, pertains to or arises out of this Agreement falls within the definition of governmental function.
- 7.4 Exclusion of Incidental and Consequential Damages. Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE PARTY'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND including lost profits, loss of business, or other economic damage, and further including injury to property, mental anguish and emotional distress AS A RESULT OF

BREACH OF ANY TERM OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CITY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

7.5 Intentional Risk Allocation. Each of the Parties acknowledges that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the Parties.

8. HHS PRIVACY REGULATIONS. The Health Insurance Portability and Accountability Act (HIPAA) Standards for Privacy of Individually Identifiable Health Information (Privacy Rule). See 45 CFR Part 160 and Subparts A and E of Part 164, requires that the City of El Paso offer assurances to Village of Vinton that the City of El Paso will safeguard any protected health information received or created on behalf of Village of Vinton. Pursuant to this requirement, the Parties further agree to the terms and conditions of the standard HIPAA Business Associate Agreement set forth in Appendix C and incorporated herein as if fully set forth.

Village of Vinton continues its authorization for the City of El Paso to possess and maintain any protected health information received or created on behalf of Village of Vinton and previously possessed or maintained by the El Paso City-County Health and Environmental District, in accordance with the terms of the standard Business Associate Agreement set forth in Appendix C.

9. **TERMINATION.** This Agreement may be terminated in whole or in part by either Party upon sixty (60) days written notice to the other party at the following addresses, or at a new address as provided in writing to the nonmoving party by a party which has moved its physical location within thirty (30) days of said relocation without the necessity of amending this contract:

CITY OF EL PASO: City of El Paso

Attn: City Manager P.O. Box 1890

El Paso, Texas 79950-1890

VILLAGE OF VINTON: Village of Vinton

Attn: Rachel Quintana 463 E. Vinton Road Vinton, Texas 79821 All payments by Village of Vinton under this Agreement are payable only out of current Village of Vinton revenues. In the event that funds relating to this Agreement do not become available, such as by Village of Vinton City Council not appropriating the funds, Village of Vinton shall have no future obligation to pay or perform any future services related herein to the City of El Paso for Village of Vinton's fiscal year during which time such funding is not available or appropriated; however, all services that have been provided by the City of El Paso shall be paid in accordance with Sections 5 and 6 of this Agreement. Should Village of Vinton experience a funding unavailability related to the services described in this Agreement, Village of Vinton shall immediately provide written notification to the City of El Paso of such case and either party may choose to terminate the Agreement subject to this Section 9. In the event that Village of Vinton notifies the City of El Paso that Village of Vinton is experiencing a funding unavailability related to this Agreement, the City of El Paso shall immediately cease providing the services described in this Agreement to Village of Vinton except as required by related grant funding requirements to which the City of El Paso must adhere.

- 10. <u>INDEPENDENT CONTRACTORS</u>. The City of El Paso and Village of Vinton are independent legal entities. Except to the extent required by section 437.009 of the Health and Safety Code, nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither the City of El Paso nor Village of Vinton nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.
- 13. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
- 14. **HEADINGS.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
- 15. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and no amendment, modification or alteration of the terms shall be binding unless the same is in writing, dated

subsequent to the date hereof and duly executed by the parties hereto. The parties reserve the right to amend this Agreement in the event either party should experience an unforeseen, significant impact to their respective budget allocated for the services addressed in this Agreement.

(Signature pages follow)

STATE OF TEXAS)	
COUNTY OF EL PASO)	FERLOCAL AGREEMENT
Signature page for the City of El Paso, Interlocal A of Vinton.	Agreement between the City of El Paso and Village
APPROVED this day of	20 24.
	CITY OF EL PASO:
ATTEST:	Oscar Leeser Mayor
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Monaffeyli	Veerinder Taneja Veerinder Taneja, Director
Mona M. Heydarian Assistant City Attorney	Veerinder Taneja, Director Department of Public Health
•	•
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Joyce Garcia Assistant City Attorney	Micholas H. Hanna Nicholas Ybarra, Director Environmental Services Department

(Signatures continue on the following page)

STATE OF TEXAS) COUNTY OF EL PASO)	RLOCAL AGREEMENT
Signature page for Village of Vinton, Interlocal Agre of Vinton.	ement between the City of El Paso and Village
APPROVED this 17 day of September, 2024	
	Mayor Printed Name: Raohel Culos tana
Printed Name: Andrea Camillo City Clerk, Village of Vinton	Printed Name: Shave A. English Attorney, Village of Vinton

City of El Paso, Texas FY25 Interlocal Agreements Cost Model

Appendix A & B

	Municipality																	
PROGRAM	El Paso)	Anti	hony	Clint		Hori	zon	Socor	ro	Vintor	n	Cou	inty	San	Elizario	Tota	l Operational Cost
Administration	\$	6,483,237	\$	35,061	\$	8,815	\$	214,788	\$	327,650	\$	25,634	\$	1,075,928	\$	96,616	\$	8,267,731
Administration (GF)	\$	2,938,873	\$	15,893	\$	3,996	\$	97,364	\$	148,525	\$	11,620	\$	487,722	\$	43,796	\$	3,747,790
Administration Support Services (GF)	\$	3,544,364	\$	19,168	\$	4,819	\$	117,424	\$	179,125	\$	14,014	\$	588,206	\$	52,820	\$	4,519,941
	_																	
Percent of Total Cost	1	78.42%	1	0.42%		0.11%		2.60%		3.96%		0.31%		13.01%)	1.17%		100.00%
Population		678,815		3,671		923		22,489		34,306		2,684		112,653		10,116		865,657
ESD Grand Total	\$	1,117,531	\$	6,042	\$	266	\$	6,961	\$	62,938	\$	4,418	\$	182,822	\$	16,730	\$	1,397,708
Vector Control	\$	921,962	\$	4,985	\$	-	\$	-	\$	51,924	\$	3,645	\$	150,828	\$	13,802	\$	1,147,146
Air Quality (per capita)	\$	195,569	\$	1,057	\$	266	\$	6,961	\$	11,014	\$	773	\$	31,994	\$	2,928	\$	250,562
GRAND TOTAL	\$	7,600,768	\$	41,103	\$	9,081	\$	221,749	\$	390,588	\$	30,052	\$	1,258,750	\$	113,346	\$	9,665,439
PREVIOUS FEE	\$	6,923,679.89	\$	38,754.70	\$	9,114.25	\$	203,941.64	\$	365,338.13	\$	27,501.46	\$	1,178,947.07	\$	103,028.56	\$	8,850,305.69
Variance 2024		677,088.38		2,348.35		(32.84)		17,807.67		25,250.16		2,550.93		79,803.03		10,317.50		815,133.17
% Change		9.78%		6.06%		-0.36%		8.73%		6.91%		9.28%		6.77%		10.01%		9.21%

APPENDIX C

STATE OF TEXAS	HIPAA BUSINESS ASSOCIATI	F ACREEMENT
COUNTY OF EL PASO	IIII AA BUSINESS ASSOCIATI	E AGNEEMENT
THIS AGREEMENT	is entered into on , 2024, 1	by and between the
	"CITY"), as the Covered Entity, and Village of Vi	•
	n their duly authorized officials, in order to comp	`
§164.502(e) and §164.504(e)	, governing protected health information ("PI	HI") and business
associates under the Health Ins	surance Portability and Accountability Act of 19	96 (P.L. 104-191),
42 U.S.C. Section 1320d, et. so	eq., and regulations promulgated thereunder, as a	mended from time
to time (statute and regulation	is hereafter collectively referred to as "HIPAA"	'). Covered Entity
and Business Associate may b	e referred to herein individually as a "Party" or	collectively as the
"Parties".		

RECITALS

WHEREAS, CITY has engaged BUSINESS ASSOCIATE to perform services or provide goods, or both;

WHEREAS, CITY possesses individually identifiable health information that is defined in and protected under HIPAA, and is permitted to use or disclose such information only in accordance with HIPAA;

WHEREAS, BUSINESS ASSOCIATE may receive such information from CITY, or create and receive such information on behalf of CITY, in order to perform certain of the services or provide certain of the goods, or both; and

WHEREAS, CITY wishes to ensure that BUSINESS ASSOCIATE will appropriately safeguard individually identifiable health information;

NOW THEREFORE, CITY and BUSINESS ASSOCIATE agree as follows:

A. HIPAA Terms

- 1. **Definitions**. The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear, or as provided in (1)(h) to this Section.
 - a. **Agreement** shall refer to this document.
 - b. **Business Associate** means Village of Vinton.

- c. **HHS Privacy Regulations** shall mean the Code of Federal Regulations ("C.F.R.") at Title 45, Sections 160 and 164, in effect, or as amended.
- d. **Individual** shall mean the person who is the subject of the Information, and has the same meaning as the term "individual" is defined in 45 C.F.R. 160.103.
- e. **Information** shall mean any "health information" provided and/or made available by the CITY to BUSINESS ASSOCIATE, and has the same meaning as the term "health information" as defined by 45 C.F.R. 160.103.
- f. **Parties** shall mean the CITY and BUSINESS ASSOCIATE.
- g. **Secretary** shall mean the Secretary of the Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom the authority involved has been delegated.
- h. **Catch-all definition:** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Privacy, Security, Breach Notification and Enforcement Rules at 45 C.F.R. Part 160 and 164, in effect, or as amended: breach, data aggregation, designated record set, disclosure, health care operations, protected health information, required by law, subcontractor, and use.
- 2. Limits on Use and Disclosure Established by Terms of Agreement. BUSINESS ASSOCIATE hereby agrees that it shall be prohibited from using or disclosing the Information provided or made available by the CITY for any other purpose other than as expressly permitted or required by this Agreement (ref. 45 C.F.R. 164.504(e)(2)(i).)
- 3. **Stated Purposes for which BUSINESS ASSOCIATE May Use or Disclose Information.** The Parties hereby agree that BUSINESS ASSOCIATE shall be permitted to use and/or disclose Information provided or made available from CITY for the following stated purposes: To provide <u>public health, research, and related support services (service)</u> to the community of the CITY for the mutual benefit and general welfare of BUSINESS ASSOCIATE and the CITY (ref. 45 C.F.R. 164.504(e)(2)(i); 65 Fed. Reg. 82505.)
- 4. Use of Information for Management, Administrative and Legal Responsibilities. BUSINESS ASSOCIATE is permitted to use Information if necessary for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE. (ref. 45 C.F.R. 164.504(e)(4)(i)(A-B)).

- 5. **Disclosure of Information for Management, Administration and Legal Responsibilities.** BUSINESS ASSOCIATE is permitted to disclose Information received from CITY for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE, provided:
 - a. The disclosure is required by law; or
 - b. The BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person immediately notifies the BUSINESS ASSOCIATE of any instance of which it is aware in which the confidentiality of the information has been breached. (ref. 45 C.F.R. 164.504(e)(4)(ii)).
- 6. **Data Aggregation Services.** BUSINESS ASSOCIATE is also permitted to use or disclose Information to provide data aggregation services, as that term is defined by 45 C.F.R. 164.501, relating to the health care operations of CITY. (ref. 45 C.F.R. 164.504(e)(2)(i)(B)).

7. BUSINESS ASSOCIATE OBLIGATIONS:

- a. Limits on Use and Further Disclosure Established by Agreement and Law. BUSINESS ASSOCIATE hereby agrees that the Information provided or made available by the CITY shall not be further used or disclosed other than as permitted or required by the Agreement or as required by federal law. (ref. 45 C.F.R. 164.504(e)(2)(ii)(A)).
- **b.** Appropriate Safeguards. BUSINESS ASSOCIATE will establish and maintain appropriate safeguards to prevent any use or disclosure of the Information, other than as provided for by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(B)).
- c. Reports of Improper Use or Disclosure. BUSINESS ASSOCIATE hereby agrees that it shall report to CITY within two (2) days of discovery any use or disclosure of Information not provided for or allowed by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(C)).
- d. Subcontractors and Agents. BUSINESS ASSOCIATE hereby agrees that any time Information is provided or made available to any subcontractors or agents, BUSINESS ASSOCIATE must enter into a subcontract with the subcontractor or agent that contains the

same terms, conditions and restrictions on the use and disclosure of Information as contained in this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(D)).

- (i) 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2). In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, BUSINESS ASSOCIATE agrees to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of BUSINESS ASSOCIATE agree in writing to the same restrictions and conditions that apply through this Agreement to BUSINESS ASSOCIATE with respect to such Information.
- e. Right of Access to Information. BUSINESS ASSOCIATE hereby agrees to make available and provide a right of access to Information by an Individual. This right of access shall conform with and meet all of the requirements of Section 181.102 of the Texas Health and Safety Code, requiring that not later than the 15th business day after the date of the receipt of a written request from a person for the person's electronic health record, BUSINESS ASSOCIATE shall provide the requested record to the person in electronic form unless the person agrees to accept the record in another form, and with any further requirements of 45 C.F.R. 164.524, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(E)).
- f. Correction of Health Information by Individuals. BUSINESS ASSOCIATE shall, upon receipt of notice from the CITY, amend or correct protected health information (PHI) in its possession or under its control.
- **g.** Amendment and Incorporation of Amendments. BUSINESS ASSOCIATE agrees to make Information available for amendment and to incorporate any amendments to Information in accordance with 45 C.F.R. 164.504(e)(2)(ii)(F)).
- h. Provide Accounting. BUSINESS ASSOCIATE agrees to make Information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(G)).
- i. Access to Books and Records. BUSINESS ASSOCIATE hereby agrees to make its internal practices, books, and records relating to

the use or disclosure of Information received from, or created or received by BUSINESS ASSOCIATE on behalf of the CITY, available to the Secretary or the Secretary's designee for purposes of determining compliance with the HHS Privacy Regulations. (ref. 45 C.F.R. 164.504(e)(2)(ii)(H)).

- **J.** Return or Destruction of Information. At the termination of this Agreement, BUSINESS ASSOCIATE hereby agrees to adhere to Section B.3. of this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(I)).
- **k. Mitigation Procedures.** BUSINESS ASSOCIATE agrees to have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the use or disclosure of Information in a manner contrary to this Agreement or the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(f)).
- **I.** Sanction Procedures. BUSINESS ASSOCIATE agrees and understands that it must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement of the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(e)(1)).
- **m. Subpart E of 45 C.F.R. Part 164.** To the extent BUSINESS ASSOCIATE is to carry out one or more of CITY'S obligations under Subpart E of 45 C.F.R. Part 164, BUSINESS ASSOCIATE shall comply with the requirements of Subpart E that apply to CITY in the performance of such obligation(s).
- n. Prohibition against the Sale of Protected Health Information. The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.153, and any amendments of that section.
- o. Notice and Authorization Required for Electronic Disclosure of PHI. The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.154, and any amendments of that section, regarding the requirement of providing notice to an Individual for whom the BUSINESS ASSOCIATE creates or receives protected health information if the Individual's PHI is subject to electronic disclosure.
- **p. State Law on Medical Records Privacy.** The BUSINESS ASSOCIATE shall abide by the requirements set forth in Texas Health and Safety Code Section 181.001 et. seq., and any amendments of that chapter.

- 8. **Property Rights.** The Information shall be and remain the property of the CITY. BUSINESS ASSOCIATE agrees that it acquires no title or rights to the Information, including any de-identified Information, as a result of this Agreement.
- 9. **Modifications**. The CITY and BUSINESS ASSOCIATE agree to modify this Business Associate Agreement, in order to comply with Administrative Simplification requirements of HIPAA, as set forth in Title 45, Parts 160 and 164, (Subparts A and E the "Privacy Rule" and Subparts A and C the "Security Rule") of the Code of Federal Regulations.
- 10. **Automatic Amendment**. Upon the effective date of any amendment to the regulations promulgated by HHS with respect to PHI, this Business Associate Agreement shall automatically amend such that the obligations imposed on BUSINESS ASSOCIATE as a Business Associate remain in compliance with such regulations.

B. Term and Termination

- 1. **Term.** The Term of this Agreement shall be effective as of September 1, 20(YEAR), and shall terminate on August 31, 20(YEAR), or on the date covered entity terminates for cause as authorized in paragraph (B.2.) of this Section, whichever is sooner.
- 2. **Termination for Cause**. Upon the CITY's knowledge of a material breach by BUSINESS ASSOCIATE, the CITY shall:
 - a. Provide an opportunity for BUSINESS ASSOCIATE to cure the breach or end the violation, and terminate if BUSINESS ASSOCIATE does not cure the breach or end the violation within the time specified by the CITY.
 - b. Immediately terminate the Business Associate Agreement if BUSINESS ASSOCIATE has breached a material term of this Business Associate Agreement and cure is not possible.
 - c. Notify the Secretary of HHS if termination is not possible.
- 3. **Obligations of Business Associate Upon Termination.** Upon termination of this Agreement for any reason, BUSINES ASSOCIATE, with respect to protected health information received from CITY, or created, maintained, or received by BUSINESS ASSOCIATE on behalf of CITY, shall:
 - a. Retain only that protected health information which is necessary for BUSINESS ASSOCIATE to continue its proper management and administration or to carry out its legal responsibilities;

- b. Return to CITY, or, if agreed to by CITY, destroy, the remaining protected health information that the BUSINESS ASSOCIATE still maintains in any form and BUSINESS ASSOCIATE shall certify to the CITY that the Information has been destroyed;
- c. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as BUSINESS ASSOCIATE retains the protected health information;
- d. Not use or disclose the protected health information retained by BUSINESS ASSOCIATE other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Section 1.e and 1.f above, which applied prior to termination; and
- e. Return to CITY or, if agreed to by CITY, destroy, the protected health information retained by BUSINESS ASSOCIATE when it is no longer needed by BUSINESS ASSOCIATE for its proper management and administration or to carry out its legal responsibilities.
- f. Survival. The obligations of BUSINESS ASSOCIATE under this Section shall survive the termination of this Agreement.
- C. Remedies. If CITY determines that BUSINESS ASSOCIATE has breached or violated a material term of this Agreement, CITY may, at its option, pursue any and all of the following remedies:
 - 1. Exercise any of its rights of access and inspection under Section A.7.e. of this Agreement;
 - 2. Take any other reasonable steps that CITY, in its sole discretion, shall deem necessary to cure such breach or end such violation; and/or
 - 3. Terminate this Agreement immediately.
 - 4. Injunction. CITY and BUSINESS ASSOCIATE agree that any violation of the provisions of this Agreement may cause irreparable harm to CITY. Accordingly, in addition to any other remedies available to CITY at law, in equity, or under this Agreement, in the event of any violation by BUSINESS ASSOCIATE of any of the provisions of this Agreement, or any explicit threat thereof, CITY shall be entitled to an injunction or other decree of

specific performance with respect to such violation or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages. The parties' respective rights and obligations under this Section C.4. shall survive termination of the Agreement.

5. Indemnification. BUSINESS ASSOCIATE shall indemnify, hold harmless and defend CITY from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the acts or omissions of BUSINESS ASSOCIATE in connection with the representations, duties and obligations of BUSINESS ASSOCIATE under this Agreement. The parties' respective rights and obligations under this Section 5 shall survive termination of the Agreement.

D. Miscellaneous

- 1. **Regulatory References.** A reference in this Agreement to a HIPAA section means the section as in effect or as amended.
- 2. <u>Amendment</u>. CITY and BUSINESS ASSOCIATE agree that amendment of this Agreement may be required to ensure that CITY and BUSINESS ASSOCIATE comply with changes in state and federal laws and regulations relating to the privacy, security, and confidentiality of protected health information. CITY may terminate this Agreement upon 60 days written notice in the event that BUSINESS ASSOCIATE does not promptly enter into an amendment that CITY, in its sole discretion, deems sufficient to ensure that CITY will be able to comply with such laws and regulations. This Agreement may not otherwise be amended except by written agreement between the parties and signed by duly authorized representatives of both parties.
- 3. <u>Interpretation</u>. Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.
- 4. <u>Notices.</u> Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

CITY: City of El Paso

Attn: City Manager P. O. Box 1890

El Paso, Texas 79950-1890

COPY TO: City of El Paso

Department of Public Health

Attention: Director 200 N. Kansas Street El Paso, TX 79901

BUSINESS ASSOCIATE: Village of Vinton

Attn: Rachel Quintana 463 E. Vinton Road Vinton, Texas 79821

- 5. Non-Waiver. No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.
- 6. <u>Headings</u>. The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
- 7. <u>Governing Law, Jurisdiction</u>. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, with venue in El Paso County, Texas.
- 8. <u>Compliance with Laws.</u> BUSINESS ASSOCIATE agrees that its obligations pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, BUSINESS ASSOCIATE reserves the right to notify CITY in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
- 9. <u>Severability</u>. In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

- 10. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than CITY and BUSINESS ASSOCIATE, and their respective successors and assigns, any rights, obligations, remedies or liabilities.
- 11. Entire Agreement; Counterparts. This Agreement constitutes the entire Agreement between CITY and BUSINESS ASSOCIATE regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document.

El Paso, TX

Legislation Text

File #: 24-1363, 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

Public Health, Veerinder Taneja, (915) 212-6502

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 City of Socorro, Texas, for the period of September 1, 2024, through August 31, 2025 for the provision of public health and environmental services by the City of El Paso to City of Socorro.

CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: Public Health

AGENDA DATE: 10/22/24 **PUBLIC HEARING DATE**:

CONTACT PERSON NAME AND PHONE NUMBER: Veerinder Taneja, MBBS; MPH, 915-212-6502

DISTRICT(S) AFFECTED: ALL DISTRICTS

STRATEGIC GOAL: #8 NURTURE AND PROMOTE A HEALTHY AND 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.

A resolution that the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and City of Socorro, Texas, for the period of September 1, 2024, through August 31, 2025 for the provision of public health and environmental services by the City of El Paso to City of Socorro, for which City of Socorro shall pay to the City of El Paso an annual amount of THREE HUNDRED NINETY-THOUSAND FIVE HUNDRED EIGHTY-EIGHT DOLLARS AND NO/100 (\$390,588.00)

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? This agreement will allow the City of El Paso to provide the City of Socorro public health and environmental services.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one? This Interlocal Agreement is renewed annually.

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

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X YESNO PRIMARY DEPARTMENT: Public Health SECONDARY DEPARTMENT: Environmental Services

DEPARTMENT HEAD: Veerinder Taneja, MBBS; MPH
(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 and City of Socorro, Texas, for the period of September 1, 2024, through August 31, 2025 for the provision of public health and environmental services by the City of El Paso to City of Socorro, for which City of Socorro shall pay to the City of El Paso an annual amount of THREE HUNDRED NINETY-THOUSAND FIVE HUNDRED EIGHTY-EIGHT DOLLARS AND NO/100 (\$390,588.00)

NO/100 (\$390,388.00)		
APPROVED this	day of	20 24.
	C	TTY OF EL PASO:
ATTEST:		scar Leeser ayor
Laura D. Prine City Clerk		
APPROVED AS TO FORM:	\mathbf{A}	PPROVED AS TO CONTENT:
Monaffeyl.		Veerinder Taneja
Mona M. Heydarian	Ve	eerinder Taneja, Director
Assistant City Attorney	De	epartment of Public Health
APPROVED AS TO FORM:	A	PPROVED AS TO CONTENT:
Leyo San	_	Hicholas H. Ylanna
Joyce Garcia		cholas Ybarra, Director

Environmental Services Department

Assistant City Attorney

STATE OF TEXAS)	
)	INTERLOCAL AGREEMENT
COUNTY OF EL PASO)	

THIS AGREEMENT is entered into on the last listed approved date below between the CITY OF EL PASO, TEXAS ("City of El Paso", "Party") and the City of Socorro, TEXAS ("City of Socorro", "Party"), and collectively known as ("Parties"), by and through its duly authorized officials, pursuant to the Interlocal Cooperation Act.

RECITALS

WHEREAS, the City of El Paso and City of Socorro are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and

WHEREAS, the City of El Paso has a Department of Public Health; and

WHEREAS, this Agreement for interlocal cooperation for the City of El Paso to provide certain public health services to City of Socorro is necessary for the mutual advancement of the health and general welfare of the citizens of all jurisdictions concerned; and

WHEREAS, City of Socorro desires to have the City of El Paso's appointed health authority serve as City of Socorro 's health authority; and

WHEREAS, City of Socorro will make available and/or transfer to the City of El Paso certain information, in conjunction with goods or services that are being provided by the City of El Paso to City of Socorro, which is confidential and must be afforded special treatment and protection; and

WHEREAS, the City of El Paso will also have access to and/or receive from City of Socorro certain information that can be used or disclosed only in accordance with this Agreement, the Texas Medical Records Privacy Act and the HHS Privacy Regulations; and

WHEREAS, the City of El Paso will include City of Socorro in public health research projects, to examine health conditions in City of Socorro, when funded by the State of Texas or the federal government and when research protocols are indicated for areas beyond the urban borders of the City of El Paso.

FOR THESE REASONS, and in consideration of the mutual promises contained in this Agreement, City of Socorro and the City of El Paso mutually agree as follows:

1. <u>SCOPE OF SERVICES</u>.

- 1.1 The City of El Paso shall perform the following public health related services by and through its Department of Public Health under the terms and conditions hereinafter stated, and City of Socorro hereby accepts and agrees to the following terms and conditions:
 - 1.1.1 The City of El Paso will issue permits and provide inspection services of food establishments at a frequency and in accordance with recommended protocols as established by the Texas Department of State Health Services (DSHS). The City of El Paso will provide enforcement of applicable State laws and regulations as appropriate to help reduce the risk of foodborne illnesses in said establishments. Appropriate and customary fees will be charged to the establishments, as permitted by law.
 - 1.1.1.1 The City of El Paso will provide food handler and food manager training in accordance with the Texas Food Establishment Rules found at 25 TAC 228.
 - 1.1.2 The City of El Paso will provide public health related complaint investigation/enforcement services as determined to be appropriate by City of El Paso staff for those conditions that violate the Texas Health and Safety Code and applicable City of Socorro ordinances.
 - 1.1.3 The City of El Paso will provide communicable disease investigation services for the purpose of tracking communicable diseases and helping to reduce transmission in accordance with appropriate epidemiological intervention. Services will be provided in a manner and at a frequency that is consistent with standard public health practices.
 - 1.1.4 The City of El Paso will provide immunization services to residents of City of Socorro to include but not be limited to adult, adolescent and childhood immunizations as recommended by the Texas DSHS. Appropriate and customary fees will be charged to those receiving these services.

- 1.1.5 The City of El Paso will provide tuberculosis and sexually transmitted disease control services to residents of City of Socorro. Services may include testing, treatment and investigation of contacts, as appropriate. Appropriate and customary fees will be charged to those receiving these services.
- 1.1.6 The City of El Paso will provide Women, Infants and Children (WIC) Nutrition services to residents of City of Socorro in accordance with Texas DSHS requirements. Services may include medical health assessment, nutrition, breast-feeding promotion, social service referral, and food benefit issuances, as appropriate.
- 1.1.7 The City of El Paso will provide pediatric dental services to residents living in City of Socorro in accordance with Texas Title V requirements and in accordance with Texas Medicaid waiver guidelines. Services may be provided in the Department of Public Health's licensed dental facility in the City of El Paso or by use of the City of El Paso's Mobile Dental clinic beyond the City limits.
- 1.1.8 The City of El Paso will provide informational programs including but not limited to injury prevention, asthma, diabetes, abstinence, maturation/puberty, and tobacco use prevention. These services are generally provided to City of Socorro's residents at local school facilities through the City of El Paso's Health Education Program.
- 1.2 The City of El Paso shall perform the following environmental services by and through its Department of Environmental Services under the terms and conditions hereinafter stated, and City of Socorro hereby accepts and agrees to the following terms and conditions:
 - 1.2.1 The City of El Paso will provide mosquito control services, including but not limited to, collecting and identifying mosquito species, larviciding, adulticiding, providing enforcement of violations that create mosquito harborage as appropriate, tracking of vector-borne disease, and educating the public regarding disease prevention strategies.

- 1.2.2 The City of El Paso will include the jurisdictional areas of City of Socorro within its programs and services for the purpose of the enhancement of the air quality, to include but not be limited to, routine ambient air monitoring, analysis of gasoline samples to ensure compliance with oxygen content, and investigation and enforcement of air-related nuisances and other requirements as set forth by the Texas Commission on Environmental Quality and/or the United States Environmental Protection Agency as appropriate.
- 1.3 The City of El Paso agrees that in accordance with the provisions of any and all grants from federal and state agencies that are awarded on a county-wide basis, the City of El Paso will provide services in the jurisdictional areas of the City of Socorro as required under these grant provisions. Provided, however, nothing in this Agreement shall obligate the City of El Paso to perform services if the grant funds relating to a particular grant are not currently being paid to the City of El Paso, and, in any such instances, the Director of the City of El Paso's Department of Public Health shall give written notice to City of Socorro that the City of El Paso is not providing the particular services for the reason that it has not received funding under the applicable grant. The City of El Paso will provide written notice to City of Socorro of grant funding which becomes discontinued or terminated, and any election by the City of El Paso not to seek the renewal of grants existing at the effective date of this Agreement.
- 1.4 To the extent allowed by law, City of Socorro agrees to pass all ordinances and resolutions necessary to give the City of El Paso and City of El Paso personnel jurisdiction to provide public health and environmental service functions in City of Socorro pursuant to the terms of this Agreement, including its extraterritorial jurisdiction, if any, where the providing of public health and other services is authorized by law, and including the power to issue citations and notices of violations for violations of any ordinances pertaining to the protection of the public health and that pertain to services the City of El Paso agrees to render in accordance with the terms of this Agreement.

- 1.5 The City of El Paso agrees that it will file citations, complaints and violations occurring within the territorial limits of City of Socorro through City of Socorro Municipal Court. It is agreed that the appropriate personnel from the City of El Paso will be administratively directed to be present at such times as court sessions are set and cases involving the City of El Paso are on the court's docket, without the necessity for the issuance of a subpoena. City of Socorro Municipal Court will provide reasonable notice of any case settings to the City of El Paso.
- 1.6 The City of El Paso will provide necessary training for employees utilized in providing services under this Agreement, as may be required by law or determined to be appropriate by the City of El Paso, and shall require all such personnel to maintain all required licenses and certifications in accordance with State and Federal laws.
- 1.7 Nothing within the terms of this Agreement shall require the City of El Paso to purchase additional equipment or hire additional personnel in order to comply with the terms of this Agreement.
- 1.8 The City of El Paso agrees that it will keep accurate records of all services provided to City of Socorro pursuant to this Agreement as part of its routine data collection processes and shall report such activities in its standardized records format to City of Socorro officials, as requested. However, the City of El Paso will not be required to furnish copies of any reports that are maintained on the City of El Paso's website and available to City of Socorro from the website.
- 1.9 On or before July 31, 2024, the City of El Paso shall provide to City of Socorro an initial projection based on the City Manager's filed proposed budget of City of Socorro's potential costs for a new Interlocal Agreement that, if agreed upon, would be effective September 1, 2024. The provision of this initial projection of potential costs will be used solely for the purposes of facilitating the budgeting process for the City of Socorro for its FY2025 budget.
- 1.10 It is understood and agreed to between the Parties that any portion of this Agreement providing for the delivery of public health services for which City of Socorro does not grant legal authority shall be null and void and of no force and effect, and the City of El Paso shall not be obligated to provide those services.

- 2. **LOCATION OF PERFORMANCE.** The place where most services are to be performed is in City of Socorro, Texas, and any extraterritorial jurisdiction thereof where the City of El Paso may lawfully provide public health and environmental services as delegated and authorized under this Interlocal Agreement (jurisdictional areas of City of Socorro). Certain health services involving medical testing, treatment and laboratory analysis shall be performed at City Department of Public Health locations within the City of El Paso.
- 3. **APPOINTMENT OF HEALTH AUTHORITY**. The Parties agree that the individual appointed to serve as health authority for the City of El Paso will serve as the health authority for City of Socorro, in accordance with Section 121.028(c), Texas Health and Safety Code.
- 4. <u>TIMES OF PERFORMANCE</u>. The City of El Paso shall commence the provision of its services on the 1st day of September 2024, and shall terminate on the 31st day of August 2025, regardless of the date of execution of this Agreement.
 - 4.1 This Agreement will automatically renew each year unless the Parties execute a new agreement by August 31st for the next year of performance or unless either Party terminates this Agreement within thirty (30) days after the beginning of the next fiscal year. If the Agreement is automatically renewed, the rate for service shall be as set forth in Schedule C of the annual budget as approved by City Council for the respective fiscal year. Any change to the rate for service reflected by the City of El Paso's Schedule C shall be effective for the period beginning on September 1st of the next year of performance. All other terms and conditions of the Agreement shall remain in full force and effect. By way of example, the Parties agree that if the City of El Paso adopts Schedule C in August of 2023, and said Schedule C changes any rate for service covered by this Agreement, said rate change shall be effective beginning on September 1, 2023 through August 31, 2024. For each year that this Agreement will be automatically renewed, the City shall notify the County by August 1st of each year regarding proposed service rates set forth in Schedule C for the upcoming fiscal year. The Parties understand that any rate provided prior to the El Paso City Council's adoption of Schedule C is merely a guide which may or may not be changed once the El Paso City Council approves Schedule C which will contain the actual rate for service. If, prior to September 1st, the County notifies the City that the new rates are unacceptable,

the Parties shall negotiate the new rates for the upcoming fiscal year by September 30th. This deadline may be extended until October 31st by agreement of the Parties.

5. **COMPENSATION.**

- 5.1 The City of Socorro agrees to pay the amount not to exceed THREE HUNDRED NINETY-THOUSAND FIVE HUNDRED EIGHTY-EIGHT DOLLARS AND NO/100 (\$390,588.00) for services rendered in accordance with this Agreement, excluding the services described in Section 4.1. Payments shall be made in equal quarterly installments, each in the amount of NINETY-SEVEN THOUSAND SIX HUNDRED FORTY-SEVEN DOLLARS AND NO/100 (\$97,647.00) with the first payment becoming due and payable on the 1st day of September 2024 or within 10 days after the date that City of Socorro signs this Agreement, whichever is later. The quarterly installment described in this Section 5.1 does not include the services described in Section 4.1. The Cost Model attached hereto as Appendix A and Appendix B identifies the total cost of services offered by the City of El Paso to City of Socorro pursuant to this Agreement.
- 5.2 The Parties acknowledge that the funds paid by the City of Socorro pursuant to Section 5.1 above may not be sufficient in the event of an unexpected occurrence such as an outbreak, epidemic (i.e. Zika, cholera), or intervention of emerging or new diseases or public health threats (chemical or biological) in the jurisdictional areas of City of Socorro. The City of Socorro shall name a person to serve as a point of contact to discuss these types of threats, their intervention, and any additional costs that the City of Socorro will need to pay to defray the resulting expenses. Such contact person shall be designated and disclosed to the Director of the Department of Public Health and the Director of Environmental Services as of the signing of this Agreement, as applicable.
- 6. **PAYMENTS PURSUANT TO THIS AGREEMENT**. Payments submitted under this Agreement shall be made payable to the City of El Paso, Attn: Comptroller, PO Box 1890, El Paso, TX 79950-1890. In addition to the compensation provided for herein, the City of El Paso shall receive all proceeds received from inspection and permit fees collected in the City of Socorro. Such fees, when set or revised by City of Socorro and to the extent allowed by law, shall be set in

the same amounts as the fees for the identical services or charges as made by the City of El Paso. All fees that City of Socorro collects for this purpose shall be paid to the City of El Paso on a quarterly basis, within thirty (30) days of the conclusion of the quarter. City of Socorro shall also provide the City of El Paso with a report indicating the amount of fees collected and the time period associated with such collection. In event that City of Socorro accrues an arrearage on payment, the City of El Paso Comptroller or any collection agency retained by the City to collect delinquent accounts may add a collection fee of 21% to the account receivable if owing to the City for more than sixty (60) days, pursuant to the El Paso City Code, Ordinance 14700.

- 7. **LAW GOVERNING CONTRACT.** The governing law for this Agreement shall be the laws of the State of Texas. The venue shall be in El Paso County, Texas.
- Authority of the City of El Paso. City of Socorro expressly agrees that the City of El Paso shall have authority to enforce all laws and ordinances applicable to those public health and environmental services covered in this Agreement, within the incorporated city limits and extraterritorial jurisdiction of City of Socorro, Texas. City of Socorro further agrees that, in the absence of any conflicting city ordinance, the City of El Paso shall have authority to enforce the laws of the State of Texas and the County of El Paso applicable to those public health and environmental services covered in this Agreement, within the incorporated city limits and extraterritorial jurisdiction of City of Socorro, Texas. City of Socorro shall provide certified copies of all City of Socorro, Texas Ordinances affecting public health and environmental regulation upon execution of this Agreement and as requested by the City of El Paso, and to provide copies of all such newly-adopted or amended ordinance within 10 days after adoption or amendment. Copies of such ordinances shall be sent to the Director of the City of El Paso Department of Public Health and to the Director of the City of El Paso Department of Environmental Services, as applicable.
 - 7.2 Privileges and Immunities. All privileges and immunities from liability, exemptions from laws, ordinances and rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activities of officers, agents, or employees of the City of El Paso when performing a function shall apply to such officers, agents, or employees to the same extent while engaged in the performance of any of their functions and duties under the terms and provisions of this Agreement. Each Party reserves, and does not waive, its rights of sovereign immunity and rights under the Texas Tort Claims Act.

- 7.3 Governmental Function. The Parties expressly agree that, in all things relating to this Agreement, the City of El Paso is performing a governmental function, as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the City of El Paso, which, in any way, pertains to or arises out of this Agreement falls within the definition of governmental function.
- 7.4 Exclusion of Incidental and Consequential Damages. Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE PARTY'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND including lost profits, loss of business, or other economic damage, and further including injury to property, mental anguish and emotional distress AS A RESULT OF BREACH OF ANY TERM OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CITY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.
- 7.5 Intentional Risk Allocation. Each of the Parties acknowledges that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the Parties.
- 8. HHS PRIVACY REGULATIONS. The Health Insurance Portability and Accountability Act (HIPAA) Standards for Privacy of Individually Identifiable Health Information (Privacy Rule). See 45 CFR Part 160 and Subparts A and E of Part 164, requires that the City of El Paso offer assurances to City of Socorro that the City of El Paso will safeguard any protected health information received or created on behalf of City of Socorro. Pursuant to this requirement, the Parties further agree to the terms and conditions of the standard HIPAA Business Associate Agreement set forth in Appendix C and incorporated herein as if fully set forth.

City of Socorro continues its authorization for the City of El Paso to possess and maintain any protected health information received or created on behalf of City of Socorro and previously possessed or maintained by the El Paso City-County Health and Environmental District, in accordance with the terms of the standard Business Associate Agreement set forth in Appendix C.

9. **TERMINATION.** This Agreement may be terminated in whole or in part by either Party upon sixty (60) days written notice to the other Party at the following addresses, or at a new address as provided in writing to the nonmoving Party by a Party which has moved its physical location within thirty (30) days of said relocation without the necessity of amending this contract:

CITY OF EL PASO: City of El Paso

Attn: City Manager P.O. Box 1890

El Paso, Texas 79950-1890

CITY OF SOCORRO: City of Socorro

Attn: Mayor Ivy Avalos 124 S. Horizon Blvd. Socorro, Texas 79927

All payments by City of Socorro under this Agreement are payable only out of current City of Socorro revenues. In the event that funds relating to this Agreement do not become available, such as by City of Socorro City Council not appropriating the funds, City of Socorro shall have no future obligation to pay or perform any future services related herein to the City of El Paso for City of Socorro's fiscal year during which time such funding is not available or appropriated; however, all services that have been provided by the City of El Paso shall be paid in accordance with Sections 5 and 6 of this Agreement. Should City of Socorro experience a funding unavailability related to the services described in this Agreement, City of Socorro shall immediately provide written notification to the City of El Paso of such case and either Party may choose to terminate the Agreement subject to this Section 9. In the event that City of Socorro notifies the City of El Paso that City of Socorro is experiencing a funding unavailability related to this Agreement, the City of El Paso shall immediately cease providing the services described in this Agreement to City of Socorro except as required by related grant funding requirements to which the City of El Paso must adhere.

10. <u>INDEPENDENT CONTRACTORS</u>. The City of El Paso and City of Socorro are independent legal entities. Except to the extent required by section 437.009 of the Health and

Safety Code, nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither the City of El Paso nor City of Socorro nor any of their respective agents or employees shall control or have any right to control the activities of the other Party in carrying out the terms of this Agreement.

- 13. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
- 14. **<u>HEADINGS</u>**. The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
- 15. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof and no amendment, modification or alteration of the terms shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the Parties hereto. The Parties reserve the right to amend this Agreement in the event either Party should experience an unforeseen, significant impact to their respective budget allocated for the services addressed in this Agreement.

(Signature pages follow)

STATE OF TEXAS)	
COUNTY OF EL PASO)	INTERLOCAL AGREEMENT
Signature page for the City of El Paso, Into Socorro.	erlocal Agreement between the City of El Paso and City of
APPROVED this da	y of2024.
	CITY OF EL PASO:
ATTEST:	Oscar Leeser Mayor
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Monaffeyl.	Veerinder Taneja
Mona M. Heydarian	Veerinder Taneja, Director
Assistant City Attorney	Department of Public Health
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Joyce Garcia	Mulalas H. Ylanna Nicholas Ybarra, Director
Assistant City Attorney	Environmental Services Department

(Signatures continue on the following page)

COUNTY OF EL PASO) INTE	RLOCAL AGREEMENT
Signature page for City of Socorro, Interlocal Agree Socorro.	ement between the City of El Paso and City of
APPROVED this 19 day of Septemb	w, 2024
	CITY OF SOCORRO
SOCORRO 1691 1691 1691 1691 1691	Mayor Printed Name: Jul Avalos

ATTEST:

STATE OF TEXAS

Printed Name: Olivia Navario
City Clerk, City of Socorro

Printed Name: Va.mes
Attorney, City of Socorro

APPROVED AS TO FORM:

City of El Paso, Texas FY25 Interlocal Agreements Cost Model

Appendix A & B

								Mui	nicipalit	у								
PROGRAM	El Paso		Anth	nony	Clint		Horizor	า	Socorr	0	Vinton		Cou	nty	San	Elizario	Total	Operational Cost
Administration	\$	6,483,237	\$	35,061	\$	8,815	\$	214,788	\$	327,650	\$	25,634	\$	1,075,928	\$	96,616	\$	8,267,731
Administration (GF)	\$	2,938,873	\$	15,893	\$	3,996	\$	97,364	\$	148,525	\$	11,620	\$	487,722	\$	43,796	\$	3,747,790
Administration Support Services (GF)	\$	3,544,364	\$	19,168	\$	4,819	\$	117,424	\$	179,125	\$	14,014	\$	588,206	\$	52,820	\$	4,519,941
Percent of Total Cost		78.42%		0.42%		0.11%		2.60%		3.96%		0.31%)	13.01%	,	1.17%		100.00%
Population		678,815		3,671		923		22,489		34,306		2,684		112,653		10,116		865,657
ESD Grand Total	\$	1,117,531	\$	6,042	\$	266	\$	6,961	\$	62,938	\$	4,418	\$	182,822	\$	16,730	\$	1,397,708
Vector Control	\$	921,962	\$	4,985	\$	-	\$	-	\$	51,924	\$	3,645	\$	150,828	\$	13,802	\$	1,147,146
Air Quality (per capita)	\$	195,569	\$	1,057	\$	266	\$	6,961	\$	11,014	\$	773	\$	31,994	\$	2,928	\$	250,562
	-																	
GRAND TOTAL	\$ 7	,600,768	\$	41,103	\$	9,081	\$ 2	221,749	\$ 3	390,588	\$;	30,052	\$	1,258,750	\$	113,346	\$	9,665,439
PREVIOUS FEE	\$	6,923,679.89	\$	38,754.70	\$!	9,114.25	\$	203,941.64	\$	365,338.13	\$	27,501.46	\$	1,178,947.07	\$	103,028.56	\$	8,850,305.69
Variance 2024		677,088.38		2,348.35		(32.84)	,	17,807.67		25,250.16		2,550.93		79,803.03		10,317.50		815,133.17
% Change		9.78%		6.06%		-0.36%		8.73%		6.91%		9.28%	,	6.77%	,	10.01%		9.21%

APPENDIX C

STATE OF TEXAS	HIDA A DUCINECE ACCOCL	
COUNTY OF EL PASO)	HIPAA BUSINESS ASSOCIA	ATE AGREEMENT
THIS AGREEMENT:	s entered into on, 20	, by and between the
CITY OF EL PASO, TEXAS ("CITY"), as the Covered Entity, and City of	Socorro ("BUSINESS
ASSOCIATE") by and through	their duly authorized officials, in order to co	omply with 45 C.F.R.
§164.502(e) and §164.504(e)	governing protected health information (("PHI") and business
associates under the Health Ins	urance Portability and Accountability Act of	f 1996 (P.L. 104-191),
42 U.S.C. Section 1320d, et. se	q., and regulations promulgated thereunder,	as amended from time
to time (statute and regulation	s hereafter collectively referred to as "HIPA	AA"). Covered Entity
and Business Associate may b	e referred to herein individually as a "Party"	or collectively as the
"Parties".		

RECITALS

WHEREAS, CITY has engaged BUSINESS ASSOCIATE to perform services or provide goods, or both;

WHEREAS, CITY possesses individually identifiable health information that is defined in and protected under HIPAA, and is permitted to use or disclose such information only in accordance with HIPAA;

WHEREAS, BUSINESS ASSOCIATE may receive such information from CITY, or create and receive such information on behalf of CITY, in order to perform certain of the services or provide certain of the goods, or both; and

WHEREAS, CITY wishes to ensure that BUSINESS ASSOCIATE will appropriately safeguard individually identifiable health information;

NOW THEREFORE, CITY and BUSINESS ASSOCIATE agree as follows:

A. HIPAA Terms

- 1. **Definitions**. The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear, or as provided in (1)(h) to this Section.
 - a. **Agreement** shall refer to this document.
 - b. **Business Associate** means City of Socorro.

1

- c. **HHS Privacy Regulations** shall mean the Code of Federal Regulations ("C.F.R.") at Title 45, Sections 160 and 164, in effect, or as amended.
- d. **Individual** shall mean the person who is the subject of the Information, and has the same meaning as the term "individual" is defined in 45 C.F.R. 160.103.
- e. **Information** shall mean any "health information" provided and/or made available by the CITY to BUSINESS ASSOCIATE, and has the same meaning as the term "health information" as defined by 45 C.F.R. 160.103.
- f. **Parties** shall mean the CITY and BUSINESS ASSOCIATE.
- g. **Secretary** shall mean the Secretary of the Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom the authority involved has been delegated.
- h. **Catch-all definition:** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Privacy, Security, Breach Notification and Enforcement Rules at 45 C.F.R. Part 160 and 164, in effect, or as amended: breach, data aggregation, designated record set, disclosure, health care operations, protected health information, required by law, subcontractor, and use.
- 2. Limits on Use and Disclosure Established by Terms of Agreement. BUSINESS ASSOCIATE hereby agrees that it shall be prohibited from using or disclosing the Information provided or made available by the CITY for any other purpose other than as expressly permitted or required by this Agreement (ref. 45 C.F.R. 164.504(e)(2)(i).)
- 3. **Stated Purposes for which BUSINESS ASSOCIATE May Use or Disclose Information.** The Parties hereby agree that BUSINESS ASSOCIATE shall be permitted to use and/or disclose Information provided or made available from CITY for the following stated purposes: To provide <u>public health</u>, research, and related support services (service) to the community of the CITY for the mutual benefit and general welfare of BUSINESS ASSOCIATE and the CITY (ref. 45 C.F.R. 164.504(e)(2)(i); 65 Fed. Reg. 82505.)
- 4. Use of Information for Management, Administrative and Legal Responsibilities. BUSINESS ASSOCIATE is permitted to use Information if necessary for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE. (ref. 45 C.F.R. 164.504(e)(4)(i)(A-B)).

- 5. **Disclosure of Information for Management, Administration and Legal Responsibilities.** BUSINESS ASSOCIATE is permitted to disclose Information received from CITY for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE, provided:
 - a. The disclosure is required by law; or
 - b. The BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person immediately notifies the BUSINESS ASSOCIATE of any instance of which it is aware in which the confidentiality of the information has been breached. (ref. 45 C.F.R. 164.504(e)(4)(ii)).
- 6. **Data Aggregation Services.** BUSINESS ASSOCIATE is also permitted to use or disclose Information to provide data aggregation services, as that term is defined by 45 C.F.R. 164.501, relating to the health care operations of CITY. (ref. 45 C.F.R. 164.504(e)(2)(i)(B)).

7. BUSINESS ASSOCIATE OBLIGATIONS:

- a. Limits on Use and Further Disclosure Established by Agreement and Law. BUSINESS ASSOCIATE hereby agrees that the Information provided or made available by the CITY shall not be further used or disclosed other than as permitted or required by the Agreement or as required by federal law. (ref. 45 C.F.R. 164.504(e)(2)(ii)(A)).
- **b.** Appropriate Safeguards. BUSINESS ASSOCIATE will establish and maintain appropriate safeguards to prevent any use or disclosure of the Information, other than as provided for by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(B)).
- c. Reports of Improper Use or Disclosure. BUSINESS ASSOCIATE hereby agrees that it shall report to CITY within two (2) days of discovery any use or disclosure of Information not provided for or allowed by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(C)).
- **d. Subcontractors and Agents.** BUSINESS ASSOCIATE hereby agrees that any time Information is provided or made available to any subcontractors or agents, BUSINESS ASSOCIATE must enter into a subcontract with the subcontractor or agent that contains the

same terms, conditions and restrictions on the use and disclosure of Information as contained in this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(D)).

- (i) 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2). In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, BUSINESS ASSOCIATE agrees to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of BUSINESS ASSOCIATE agree in writing to the same restrictions and conditions that apply through this Agreement to BUSINESS ASSOCIATE with respect to such Information.
- e. Right of Access to Information. BUSINESS ASSOCIATE hereby agrees to make available and provide a right of access to Information by an Individual. This right of access shall conform with and meet all of the requirements of Section 181.102 of the Texas Health and Safety Code, requiring that not later than the 15th business day after the date of the receipt of a written request from a person for the person's electronic health record, BUSINESS ASSOCIATE shall provide the requested record to the person in electronic form unless the person agrees to accept the record in another form, and with any further requirements of 45 C.F.R. 164.524, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(E)).
- f. Correction of Health Information by Individuals. BUSINESS ASSOCIATE shall, upon receipt of notice from the CITY, amend or correct protected health information (PHI) in its possession or under its control.
- **g.** Amendment and Incorporation of Amendments. BUSINESS ASSOCIATE agrees to make Information available for amendment and to incorporate any amendments to Information in accordance with 45 C.F.R. 164.504(e)(2)(ii)(F)).
- h. Provide Accounting. BUSINESS ASSOCIATE agrees to make Information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(G)).
- i. Access to Books and Records. BUSINESS ASSOCIATE hereby agrees to make its internal practices, books, and records relating to

the use or disclosure of Information received from, or created or received by BUSINESS ASSOCIATE on behalf of the CITY, available to the Secretary or the Secretary's designee for purposes of determining compliance with the HHS Privacy Regulations. (ref. 45 C.F.R. 164.504(e)(2)(ii)(H)).

- **J. Return or Destruction of Information.** At the termination of this Agreement, BUSINESS ASSOCIATE hereby agrees to adhere to Section B.3. of this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(I)).
- **k. Mitigation Procedures.** BUSINESS ASSOCIATE agrees to have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the use or disclosure of Information in a manner contrary to this Agreement or the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(f)).
- **I.** Sanction Procedures. BUSINESS ASSOCIATE agrees and understands that it must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement of the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(e)(1)).
- m. Subpart E of 45 C.F.R. Part 164. To the extent BUSINESS ASSOCIATE is to carry out one or more of CITY'S obligations under Subpart E of 45 C.F.R. Part 164, BUSINESS ASSOCIATE shall comply with the requirements of Subpart E that apply to CITY in the performance of such obligation(s).
- n. Prohibition against the Sale of Protected Health Information. The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.153, and any amendments of that section.
- o. Notice and Authorization Required for Electronic Disclosure of PHI. The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.154, and any amendments of that section, regarding the requirement of providing notice to an Individual for whom the BUSINESS ASSOCIATE creates or receives protected health information if the Individual's PHI is subject to electronic disclosure.
- **p.** State Law on Medical Records Privacy. The BUSINESS ASSOCIATE shall abide by the requirements set forth in Texas Health and Safety Code Section 181.001 et. seq., and any amendments of that chapter.

- 8. **Property Rights.** The Information shall be and remain the property of the CITY. BUSINESS ASSOCIATE agrees that it acquires no title or rights to the Information, including any de-identified Information, as a result of this Agreement.
- 9. **Modifications**. The CITY and BUSINESS ASSOCIATE agree to modify this Business Associate Agreement, in order to comply with Administrative Simplification requirements of HIPAA, as set forth in Title 45, Parts 160 and 164, (Subparts A and E the "Privacy Rule" and Subparts A and C the "Security Rule") of the Code of Federal Regulations.
- 10. **Automatic Amendment**. Upon the effective date of any amendment to the regulations promulgated by HHS with respect to PHI, this Business Associate Agreement shall automatically amend such that the obligations imposed on BUSINESS ASSOCIATE as a Business Associate remain in compliance with such regulations.

B. Term and Termination

- 1. **Term.** The Term of this Agreement shall be effective as of September 1, 2024, and shall terminate on August 31, 2025, or on the date covered entity terminates for cause as authorized in paragraph (B.2.) of this Section, whichever is sooner.
- 2. **Termination for Cause**. Upon the CITY's knowledge of a material breach by BUSINESS ASSOCIATE, the CITY shall:
 - a. Provide an opportunity for BUSINESS ASSOCIATE to cure the breach or end the violation, and terminate if BUSINESS ASSOCIATE does not cure the breach or end the violation within the time specified by the CITY.
 - b. Immediately terminate the Business Associate Agreement if BUSINESS ASSOCIATE has breached a material term of this Business Associate Agreement and cure is not possible.
 - c. Notify the Secretary of HHS if termination is not possible.
- 3. **Obligations of Business Associate Upon Termination.** Upon termination of this Agreement for any reason, BUSINES ASSOCIATE, with respect to protected health information received from CITY, or created, maintained, or received by BUSINESS ASSOCIATE on behalf of CITY, shall:
 - a. Retain only that protected health information which is necessary for BUSINESS ASSOCIATE to continue its proper management and administration or to carry out its legal responsibilities;

- b. Return to CITY, or, if agreed to by CITY, destroy, the remaining protected health information that the BUSINESS ASSOCIATE still maintains in any form and BUSINESS ASSOCIATE shall certify to the CITY that the Information has been destroyed;
- c. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as BUSINESS ASSOCIATE retains the protected health information;
- d. Not use or disclose the protected health information retained by BUSINESS ASSOCIATE other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Section 1.e and 1.f above, which applied prior to termination; and
- e. Return to CITY or, if agreed to by CITY, destroy, the protected health information retained by BUSINESS ASSOCIATE when it is no longer needed by BUSINESS ASSOCIATE for its proper management and administration or to carry out its legal responsibilities.
- f. Survival. The obligations of BUSINESS ASSOCIATE under this Section shall survive the termination of this Agreement.
- C. Remedies. If CITY determines that BUSINESS ASSOCIATE has breached or violated a material term of this Agreement, CITY may, at its option, pursue any and all of the following remedies:
 - 1. Exercise any of its rights of access and inspection under Section A.7.e. of this Agreement;
 - 2. Take any other reasonable steps that CITY, in its sole discretion, shall deem necessary to cure such breach or end such violation; and/or
 - 3. Terminate this Agreement immediately.
 - 4. Injunction. CITY and BUSINESS ASSOCIATE agree that any violation of the provisions of this Agreement may cause irreparable harm to CITY. Accordingly, in addition to any other remedies available to CITY at law, in equity, or under this Agreement, in the event of any violation by BUSINESS ASSOCIATE of any of the provisions of this Agreement, or any explicit threat thereof, CITY shall be entitled to an injunction or other decree of

specific performance with respect to such violation or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages. The parties' respective rights and obligations under this Section C.4. shall survive termination of the Agreement.

5. Indemnification. BUSINESS ASSOCIATE shall indemnify, hold harmless and defend CITY from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the acts or omissions of BUSINESS ASSOCIATE in connection with the representations, duties and obligations of BUSINESS ASSOCIATE under this Agreement. The parties' respective rights and obligations under this Section 5 shall survive termination of the Agreement.

D. Miscellaneous

- 1. **Regulatory References.** A reference in this Agreement to a HIPAA section means the section as in effect or as amended.
- 2. <u>Amendment</u>. CITY and BUSINESS ASSOCIATE agree that amendment of this Agreement may be required to ensure that CITY and BUSINESS ASSOCIATE comply with changes in state and federal laws and regulations relating to the privacy, security, and confidentiality of protected health information. CITY may terminate this Agreement upon 60 days written notice in the event that BUSINESS ASSOCIATE does not promptly enter into an amendment that CITY, in its sole discretion, deems sufficient to ensure that CITY will be able to comply with such laws and regulations. This Agreement may not otherwise be amended except by written agreement between the parties and signed by duly authorized representatives of both parties.
- 3. <u>Interpretation</u>. Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.
- 4. <u>Notices.</u> Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

CITY: City of El Paso

Attn: City Manager P. O. Box 1890

El Paso, Texas 79950-1890

COPY TO: City of El Paso

Department of Public Health

Attention: Director 200 N. Kansas Street El Paso, TX 79901

BUSINESS ASSOCIATE: City of Socorro

Attn: Mayor Ivy Avalos 124 S. Horizon Blvd. Socorro, Texas 79927

- 5. Non-Waiver. No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.
- 6. <u>Headings</u>. The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
- 7. <u>Governing Law, Jurisdiction</u>. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, with venue in El Paso County, Texas.
- 8. <u>Compliance with Laws.</u> BUSINESS ASSOCIATE agrees that its obligations pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, BUSINESS ASSOCIATE reserves the right to notify CITY in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
- 9. <u>Severability</u>. In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

- 10. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than CITY and BUSINESS ASSOCIATE, and their respective successors and assigns, any rights, obligations, remedies or liabilities.
- 11. Entire Agreement; Counterparts. This Agreement constitutes the entire Agreement between CITY and BUSINESS ASSOCIATE regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document.

El Paso, TX

Legislation Text

File #: 24-1405, 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

Public Health, Veerinder Taneja, (915) 212-6502

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 City of San Elizario, Texas, for the period of September 1, 2024, through August 31, 2025 for the provision of public health and environmental services by the City of El Paso to City of San Elizario.

CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: Public Health

AGENDA DATE: 10/22/2024 **PUBLIC HEARING DATE**:

CONTACT PERSON NAME AND PHONE NUMBER: Veerinder Taneja, MBBS; MPH, 915-212-6502

DISTRICT(S) AFFECTED: ALL DISTRICTS

STRATEGIC GOAL: #8 NURTURE AND PROMOTE A HEALTHY AND 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.

A resolution that the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and City of San Elizario, Texas, for the period of September 1, 2024, through August 31, 2025 for the provision of public health and environmental services by the City of El Paso to City of San Elizario, for which City of San Elizario shall pay to the City of El Paso an annual amount of ONE HUNDRED THIRTEEN THOUSAND THREE HUNDRED FORTY-SIX DOLLARS AND NO/100 (\$113,346.00)

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? This Interlocal Agreement will allow the City of El Paso to provide public health and environmental services to the City of San Elizario.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one? This agreement is renewed annually.

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

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X__ YES ___NO

PRIMARY DEPARTMENT: Public Health

SECONDARY DEPARTMENT: Environmental Services

DEPARTMENT HEAD: Veerinder Taneja, MBBS; MPH

(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 and City of San Elizario, Texas, for the period of September 1, 2024, through August 31, 2025 for the provision of public health and environmental services by the City of El Paso to City of San Elizario, for which City of San Elizario shall pay to the City of El Paso an annual amount of ONE HUNDRED THIRTEEN THOUSAND THREE HUNDRED FORTY-SIX DOLLARS AND NO/100 (\$113,346.00)

110/100 (\$113,340.00)	
APPROVED this da	ay of 2024.
	CITY OF EL PASO:
A TERROTE	Oscar Leeser Mayor
ATTEST:	
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Monaffeyli-	Veerinder Taneja Veerinder Taneja, Director
Mona M. Heydarian	Veerinder Taneja, Director
Assistant City Attorney	Department of Public Health
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Joyce Garcia	Hulalas H. Ylanna Nicholas Ybarra, Director

Environmental Services Department

Assistant City Attorney

STATE OF TEXAS)	
)	INTERLOCAL AGREEMENT
COUNTY OF EL PASO)	

THIS AGREEMENT is entered into on the last listed approved date below between the CITY OF EL PASO, TEXAS ("City of El Paso", "Party") and the City of San Elizario, TEXAS ("City of San Elizario", "Party"), and collectively known as ("Parties"), by and through its duly authorized officials, pursuant to the Interlocal Cooperation Act.

RECITALS

WHEREAS, the City of El Paso and City of San Elizario are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and

WHEREAS, the City of El Paso has a Department of Public Health; and

WHEREAS, this Agreement for interlocal cooperation for the City of El Paso to provide certain public health services to City of San Elizario is necessary for the mutual advancement of the health and general welfare of the citizens of all jurisdictions concerned; and

WHEREAS, City of San Elizario desires to have the City of El Paso's appointed health authority serve as City of San Elizario 's health authority; and

WHEREAS, City of San Elizario will make available and/or transfer to the City of El Paso certain information, in conjunction with goods or services that are being provided by the City of El Paso to City of San Elizario, which is confidential and must be afforded special treatment and protection; and

WHEREAS, the City of El Paso will also have access to and/or receive from City of San Elizario certain information that can be used or disclosed only in accordance with this Agreement, the Texas Medical Records Privacy Act and the HHS Privacy Regulations; and

WHEREAS, the City of El Paso will include City of San Elizario in public health research projects, to examine health conditions in City of San Elizario, when funded by the State of Texas or the federal government and when research protocols are indicated for areas beyond the urban borders of the City of El Paso.

FOR THESE REASONS, and in consideration of the mutual promises contained in this Agreement, City of San Elizario and the City of El Paso mutually agree as follows:

1. <u>SCOPE OF SERVICES.</u>

- 1.1 The City of El Paso shall perform the following public health related services by and through its Department of Public Health under the terms and conditions hereinafter stated, and City of San Elizario hereby accepts and agrees to the following terms and conditions:
 - 1.1.1 The City of El Paso will issue permits and provide inspection services of food establishments at a frequency and in accordance with recommended protocols as established by the Texas Department of State Health Services (DSHS). The City of El Paso will provide enforcement of applicable State laws and regulations as appropriate to help reduce the risk of foodborne illnesses in said establishments. Appropriate and customary fees will be charged to the establishments, as permitted by law.
 - 1.1.1.1 The City of El Paso will provide food handler and food manager training in accordance with the Texas Food Establishment Rules found at 25 TAC 228.
 - 1.1.2 The City of El Paso will provide public health related complaint investigation/enforcement services as determined to be appropriate by City of El Paso staff for those conditions that violate the Texas Health and Safety Code and applicable City of San Elizario ordinances.
 - 1.1.3 The City of El Paso will provide communicable disease investigation services for the purpose of tracking communicable diseases and helping to reduce transmission in accordance with appropriate epidemiological intervention. Services will be provided in a manner and at a frequency that is consistent with standard public health practices.
 - 1.1.4 The City of El Paso will provide immunization services to residents of City of San Elizario to include but not be limited to adult, adolescent and childhood immunizations as recommended by the Texas DSHS. Appropriate and customary fees will be charged to those receiving these services.

- 1.1.5 The City of El Paso will provide tuberculosis and sexually transmitted disease control services to residents of City of San Elizario. Services may include testing, treatment and investigation of contacts, as appropriate. Appropriate and customary fees will be charged to those receiving these services.
- 1.1.6 The City of El Paso will provide Women, Infants and Children (WIC) Nutrition services to residents of City of San Elizario in accordance with Texas DSHS requirements. Services may include medical health assessment, nutrition, breast-feeding promotion, social service referral, and food benefit issuances, as appropriate.
- 1.1.7 The City of El Paso will provide pediatric dental services to residents living in City of San Elizario in accordance with Texas Title V requirements and in accordance with Texas Medicaid waiver guidelines. Services may be provided in the Department of Public Health's licensed dental facility in the City of El Paso or by use of the City of El Paso's Mobile Dental clinic beyond the City limits.
- 1.1.8 The City of El Paso will provide informational programs including but not limited to injury prevention, asthma, diabetes, abstinence, maturation/puberty, and tobacco use prevention. These services are generally provided to City of San Elizario's residents at local school facilities through the City of El Paso's Health Education Program.
- 1.2 The City of El Paso shall perform the following environmental services by and through its Department of Environmental Services under the terms and conditions hereinafter stated, and City of San Elizario hereby accepts and agrees to the following terms and conditions:
 - 1.2.1 The City of El Paso will provide mosquito control services, including but not limited to, collecting and identifying mosquito species, larviciding, adulticiding, providing enforcement of violations that create mosquito harborage as appropriate, tracking of vector-borne disease, and educating the public regarding disease prevention strategies.

- 1.2.2 The City of El Paso will include the jurisdictional areas of City of San Elizario within its programs and services for the purpose of the enhancement of the air quality, to include but not be limited to, routine ambient air monitoring, analysis of gasoline samples to ensure compliance with oxygen content, and investigation and enforcement of air-related nuisances and other requirements as set forth by the Texas Commission on Environmental Quality and/or the United States Environmental Protection Agency as appropriate.
- 1.3 The City of El Paso agrees that in accordance with the provisions of any and all grants from federal and state agencies that are awarded on a county-wide basis, the City of El Paso will provide services in the jurisdictional areas of the City of San Elizario as required under these grant provisions. Provided, however, nothing in this Agreement shall obligate the City of El Paso to perform services if the grant funds relating to a particular grant are not currently being paid to the City of El Paso, and, in any such instances, the Director of the City of El Paso's Department of Public Health shall give written notice to City of San Elizario that the City of El Paso is not providing the particular services for the reason that it has not received funding under the applicable grant. The City of El Paso will provide written notice to City of San Elizario of grant funding which becomes discontinued or terminated, and any election by the City of El Paso not to seek the renewal of grants existing at the effective date of this Agreement.
- 1.4 To the extent allowed by law, City of San Elizario agrees to pass all ordinances and resolutions necessary to give the City of El Paso and City of El Paso personnel jurisdiction to provide public health and environmental service functions in City of San Elizario pursuant to the terms of this Agreement, including its extraterritorial jurisdiction, if any, where the providing of public health and other services is authorized by law, and including the power to issue citations and notices of violations for violations of any ordinances pertaining to the protection of the public health and that pertain to services the City of El Paso agrees to render in accordance with the terms of this Agreement.

- 1.5 The City of El Paso agrees that it will file citations, complaints and violations occurring within the territorial limits of City of San Elizario through City of San Elizario Municipal Court. It is agreed that the appropriate personnel from the City of El Paso will be administratively directed to be present at such times as court sessions are set and cases involving the City of El Paso are on the court's docket, without the necessity for the issuance of a subpoena. City of San Elizario Municipal Court will provide reasonable notice of any case settings to the City of El Paso.
- 1.6 The City of El Paso will provide necessary training for employees utilized in providing services under this Agreement, as may be required by law or determined to be appropriate by the City of El Paso, and shall require all such personnel to maintain all required licenses and certifications in accordance with State and Federal laws.
- 1.7 Nothing within the terms of this Agreement shall require the City of El Paso to purchase additional equipment or hire additional personnel in order to comply with the terms of this Agreement.
- 1.8 The City of El Paso agrees that it will keep accurate records of all services provided to City of San Elizario pursuant to this Agreement as part of its routine data collection processes and shall report such activities in its standardized records format to City of San Elizario officials, as requested. However, the City of El Paso will not be required to furnish copies of any reports that are maintained on the City of El Paso's website and available to City of San Elizario from the website.
- 1.9 On or before July 31, 2024, the City of El Paso shall provide to City of San Elizario an initial projection based on the City Manager's filed proposed budget of City of San Elizario's potential costs for a new Interlocal Agreement that, if agreed upon, would be effective September 1, 2024. The provision of this initial projection of potential costs will be used solely for the purposes of facilitating the budgeting process for the City of San Elizario for its FY2025 budget.
- 1.10 It is understood and agreed to between the Parties that any portion of this Agreement providing for the delivery of public health services for which City of San Elizario does not grant legal authority shall be null and void and of no force and effect, and the City of El Paso shall not be obligated to provide those services.

- 2. **LOCATION OF PERFORMANCE.** The place where most services are to be performed is in City of San Elizario, Texas, and any extraterritorial jurisdiction thereof where the City of El Paso may lawfully provide public health and environmental services as delegated and authorized under this Interlocal Agreement (jurisdictional areas of City of San Elizario). Certain health services involving medical testing, treatment and laboratory analysis shall be performed at City Department of Public Health locations within the City of El Paso.
- 3. **APPOINTMENT OF HEALTH AUTHORITY**. The Parties agree that the individual appointed to serve as health authority for the City of El Paso will serve as the health authority for City of San Elizario, in accordance with Section 121.028(c), Texas Health and Safety Code.
- 4. <u>TIMES OF PERFORMANCE</u>. The City of El Paso shall commence the provision of its services on the 1st day of September 2024, and shall terminate on the 31st day of August 2025, regardless of the date of execution of this Agreement.
 - 4.1 In the event of a public health emergency, such as, but not limited to, a disaster declaration of City of San Elizario, requiring, as a result of the emergency, specific health services from the City of El Paso after August 31, 2024, and prior to the signing of a subsequent Interlocal for health services between the parties to this Agreement, the required services shall be provided by the City of El Paso to City of San Elizario at the rate described in the present Agreement, and City of San Elizario shall pay for said services at said rate within thirty (30) days of receipt of an invoice from the City of El Paso for said services.

5. **COMPENSATION.**

The City of San Elizario agrees to pay the amount not to exceed ONE HUNDRED THIRTEEN THOUSAND THREE HUNDRED FORTY-SIX DOLLARS AND NO/100 (\$113,346.00) for services rendered in accordance with this Agreement, excluding the services described in Section 4.1. Payments shall be made in equal quarterly installments, each in the amount of TWENTY-EIGHT THOUSAND THREE HUNDRED THIRTY-SIX DOLLARS AND 50/100 (\$28,336.50) with the first payment becoming due and payable on the 1st day of September 2024 or within 10 days after the date that City of San Elizario signs this Agreement, whichever is later. The quarterly installment described in this Section 5.1 does not include the services described in Section 4.1. The Cost Model attached hereto

- as Appendix A and Appendix B identifies the total cost of services offered by the City of El Paso to City of San Elizario pursuant to this Agreement.
- 5.2 The Parties acknowledge that the funds paid by the City of San Elizario pursuant to Section 5.1 above may not be sufficient in the event of an unexpected occurrence such as an outbreak, epidemic (i.e. Zika, cholera), or intervention of emerging or new diseases or public health threats (chemical or biological) in the jurisdictional areas of City of San Elizario. The City of San Elizario shall name a person to serve as a point of contact to discuss these types of threats, their intervention, and any additional costs that the City of San Elizario will need to pay to defray the resulting expenses. Such contact person shall be designated and disclosed to the Director of the Department of Public Health and the Director of Environmental Services as of the signing of this Agreement, as applicable.
- 6. PAYMENTS PURSUANT TO THIS AGREEMENT. Payments submitted under this Agreement shall be made payable to the City of El Paso, Attn: Comptroller, PO Box 1890, El Paso, TX 79950-1890. In addition to the compensation provided for herein, the City of El Paso shall receive all proceeds received from inspection and permit fees collected in the City of San Elizario. Such fees, when set or revised by City of San Elizario and to the extent allowed by law, shall be set in the same amounts as the fees for the identical services or charges as made by the City of El Paso. All fees that City of San Elizario collects for this purpose shall be paid to the City of El Paso on a quarterly basis, within thirty (30) days of the conclusion of the quarter. City of San Elizario shall also provide the City of El Paso with a report indicating the amount of fees collected and the time period associated with such collection. In event that City of San Elizario accrues an arrearage on payment, the City of El Paso Comptroller or any collection agency retained by the City to collect delinquent accounts may add a collection fee of 21% to the account receivable if owing to the City for more than sixty (60) days, pursuant to the El Paso City Code, Ordinance 14700.
- 7. **LAW GOVERNING CONTRACT.** The governing law for this Agreement shall be the laws of the State of Texas. The venue shall be in El Paso County, Texas.
- 7.1 Authority of the City of El Paso. City of San Elizario expressly agrees that the City of El Paso shall have authority to enforce all laws and ordinances applicable to those public health and environmental services covered in this agreement, within the incorporated city limits and extraterritorial jurisdiction of City of San Elizario, Texas. City of San Elizario further agrees that,

in the absence of any conflicting city ordinance, the City of El Paso shall have authority to enforce the laws of the State of Texas and the County of El Paso applicable to those public health and environmental services covered in this agreement, within the incorporated city limits and extraterritorial jurisdiction of City of San Elizario, Texas. City of San Elizario shall provide certified copies of all City of San Elizario, Texas Ordinances affecting public health and environmental regulation upon execution of this Agreement and as requested by the City of El Paso, and to provide copies of all such newly-adopted or amended ordinance within 10 days after adoption or amendment. Copies of such ordinances shall be sent to the Director of the City of El Paso Department of Public Health and to the Director of the City of El Paso Department of Environmental Services, as applicable.

- 7.2 Privileges and Immunities. All privileges and immunities from liability, exemptions from laws, ordinances and rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activities of officers, agents, or employees of the City of El Paso when performing a function shall apply to such officers, agents, or employees to the same extent while engaged in the performance of any of their functions and duties under the terms and provisions of this Agreement. Each Party reserves, and does not waive, its rights of sovereign immunity and rights under the Texas Tort Claims Act.
- 7.3 Governmental Function. The Parties expressly agree that, in all things relating to this Agreement, the City of El Paso is performing a governmental function, as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the City of El Paso, which, in any way, pertains to or arises out of this Agreement falls within the definition of governmental function.
- 7.4 Exclusion of Incidental and Consequential Damages. Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE PARTY'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND including lost profits, loss of business, or other economic damage, and further including injury to property, mental anguish and emotional distress AS A RESULT OF

BREACH OF ANY TERM OF THIS AGREEMENT, REGARDLESS OF

WHETHER THE CITY WAS ADVISED, HAD OTHER REASON TO KNOW,

OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

7.5 Intentional Risk Allocation. Each of the Parties acknowledges that the provisions

of this Agreement were negotiated to reflect an informed, voluntary allocation

between them of all risks (both known and unknown) associated with the

transactions associated with this Agreement. The disclaimers and limitations in

this Agreement are intended to limit the circumstances of liability. The remedy

limitations, and the limitations of liability, are separately intended to limit the forms

of relief available to the Parties.

HHS PRIVACY REGULATIONS. The Health Insurance Portability and Accountability

Act (HIPAA) Standards for Privacy of Individually Identifiable Health Information (Privacy

Rule). See 45 CFR Part 160 and Subparts A and E of Part 164, requires that the City of El Paso

offer assurances to City of San Elizario that the City of El Paso will safeguard any protected health

information received or created on behalf of City of San Elizario. Pursuant to this requirement,

the Parties further agree to the terms and conditions of the standard HIPAA Business Associate

Agreement set forth in Appendix C and incorporated herein as if fully set forth.

City of San Elizario continues its authorization for the City of El Paso to possess and

maintain any protected health information received or created on behalf of City of San Elizario

and previously possessed or maintained by the El Paso City-County Health and Environmental

District, in accordance with the terms of the standard Business Associate Agreement set forth in

Appendix C.

8.

9. **TERMINATION.** This Agreement may be terminated in whole or in part by either Party

upon sixty (60) days written notice to the other party at the following addresses, or at a new address

as provided in writing to the nonmoving party by a party which has moved its physical location

within thirty (30) days of said relocation without the necessity of amending this contract:

CITY OF EL PASO:

City of El Paso

Attn: City Manager

P.O. Box 1890

El Paso, Texas 79950-1890

9 | Page

CITY OF SAN ELIZARIO: CITY OF SAN ELIZARIO

Attn: Mayor Miguel Chacon

P.O. Box 1723

San Elizario, Texas 79836

All payments by City of San Elizario under this Agreement are payable only out of current City of San Elizario revenues. In the event that funds relating to this Agreement do not become available, such as by City of San Elizario City Council not appropriating the funds, City of San Elizario shall have no future obligation to pay or perform any future services related herein to the City of El Paso for City of San Elizario's fiscal year during which time such funding is not available or appropriated; however, all services that have been provided by the City of El Paso shall be paid in accordance with Sections 5 and 6 of this Agreement. Should City of San Elizario experience a funding unavailability related to the services described in this Agreement, City of San Elizario shall immediately provide written notification to the City of El Paso of such case and either party may choose to terminate the Agreement subject to this Section 9. In the event that City of San Elizario notifies the City of El Paso that City of San Elizario is experiencing a funding unavailability related to this Agreement, the City of El Paso shall immediately cease providing the services described in this Agreement to City of San Elizario except as required by related grant funding requirements to which the City of El Paso must adhere.

- 10. <u>INDEPENDENT CONTRACTORS</u>. The City of El Paso and City of San Elizario are independent legal entities. Except to the extent required by section 437.009 of the Health and Safety Code, nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither the City of El Paso nor City of San Elizario nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.
- 13. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
- 14. **HEADINGS.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

15. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and no amendment, modification or alteration of the terms shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto. The parties reserve the right to amend this Agreement in the event either party should experience an unforeseen, significant impact to their respective budget allocated for the services addressed in this Agreement.

(Signature pages follow)

STATE OF TEXAS) IN	TERLOCAL AGREEMENT
COUNTY OF EL PASO)	
Signature page for the City of El Paso, Interlocal Asan Elizario.	Agreement between the City of El Paso and City of
APPROVED this day of	20 24.
	CITY OF EL PASO:
ATTEST:	Oscar Leeser Mayor
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Monaffeyl.	Veerinder Taneja
Mona M. Heydarian Assistant City Attorney	Veerinder Taneja, Director Department of Public Health
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Joyce Garcia Assistant City Attorney	Mulalas H. Ylanna Nicholas Ybarra, Director Environmental Services Department

(Signatures continue on the following page)

COUNTY OF EL PASO) <u>INTERLOCAL AGREEMENT</u>)
Signature page for City of San of San Elizario.	Elizario, Interlocal Agreement between the City of El Paso and City
APPROVED this 1st of	day of <u>October</u> , 20 <u>2 4</u> .
	Mayor Printed Name: Mayor, Miguel Chacon
ATTEST:	APPROVED AS TO FORM:
	Desim Duarte
Printed Name: Rene Rosales City Clerk, City of San Eliza	Printed Name: <u>Desiree Duarte</u> rio Attorney, City of San Elizario

City of El Paso, Texas FY25 Interlocal Agreements Cost Model

Appendix A & B

								Mui	nicipalit	/								
PROGRAM	El Paso		Anti	hony	Clint		Horizo	n	Socorr)	Vinton		Cou	nty	San	Elizario	Total	Operational Cost
Administration	\$	6,483,237	\$	35,061	\$	8,815	\$	214,788	\$	327,650	\$	25,634	\$	1,075,928	\$	96,616	\$	8,267,731
Administration (GF)	\$	2,938,873	\$	15,893	\$	3,996	\$	97,364	\$	148,525	\$	11,620	\$	487,722	\$	43,796	\$	3,747,790
Administration Support Services (GF)	\$	3,544,364	\$	19,168	\$	4,819	\$	117,424	\$	179,125	\$	14,014	\$	588,206	\$	52,820	\$	4,519,941
Percent of Total Cost		78.42%		0.42%		0.11%		2.60%		3.96%		0.31%		13.01%		1.17%		100.00%
Population		678,815		3,671		923		22,489		34,306		2,684		112,653		10,116		865,657
ESD Grand Total	\$	1,117,531	\$	6,042	\$	266	\$	6,961	\$	62,938	\$	4,418	\$	182,822	\$	16,730	\$	1,397,708
Vector Control	\$	921,962	\$	4,985	\$	-	\$	-	\$	51,924	\$	3,645	\$	150,828	\$	13,802	\$	1,147,146
Air Quality (per capita)	\$	195,569	\$	1,057	\$	266	\$	6,961	\$	11,014	\$	773	\$	31,994	\$	2,928	\$	250,562
GRAND TOTAL	\$ 7	,600,768	\$	41,103	\$	9,081	\$	221,749	\$ 3	90,588	\$	30,052	\$	1,258,750	\$	113,346	\$	9,665,439
PREVIOUS FEE	\$	6,923,679.89	\$	38,754.70	\$	9,114.25	\$	203,941.64	\$	365,338.13	\$	27,501.46	\$	1,178,947.07	\$	103,028.56	\$	8,850,305.69
Variance 2024		677,088.38		2,348.35		(32.84)	,	17,807.67		25,250.16		2,550.93		79,803.03		10,317.50		815,133.17
% Change		9.78%		6.06%		-0.36%		8.73%		6.91%		9.28%		6.77%		10.01%		9.21%

APPENDIX C

STATE OF TEXAS	HIDA A DUCINIECE A	CCOCIATE ACDEEMENT
COUNTY OF EL PASO)	HIPAA BUSINESS A	SSOCIATE AGREEMENT
THIS AGREEMENT	s entered into on	, 2024, by and between the
CITY OF EL PASO, TEXA	S ("CITY"), as the Covered Entity	y, and City of San Elizario
("BUSINESS ASSOCIATE") b	y and through their duly authorized of	ficials, in order to comply with
45 C.F.R. §164.502(e) and §	64.504(e), governing protected he	alth information ("PHI") and
business associates under the 1	Health Insurance Portability and Acc	countability Act of 1996 (P.L
104-191), 42 U.S.C. Section 13	20d, et. seq., and regulations promu	lgated thereunder, as amended
from time to time (statute and r	egulations hereafter collectively refer	rred to as "HIPAA"). Covered
Entity and Business Associate	may be referred to herein individual	lly as a "Party" or collectively
as the "Parties".	-	•

RECITALS

WHEREAS, CITY has engaged BUSINESS ASSOCIATE to perform services or provide goods, or both;

WHEREAS, CITY possesses individually identifiable health information that is defined in and protected under HIPAA, and is permitted to use or disclose such information only in accordance with HIPAA;

WHEREAS, BUSINESS ASSOCIATE may receive such information from CITY, or create and receive such information on behalf of CITY, in order to perform certain of the services or provide certain of the goods, or both; and

WHEREAS, CITY wishes to ensure that BUSINESS ASSOCIATE will appropriately safeguard individually identifiable health information;

NOW THEREFORE, CITY and BUSINESS ASSOCIATE agree as follows:

A. HIPAA Terms

- 1. **Definitions**. The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear, or as provided in (1)(h) to this Section.
 - a. **Agreement** shall refer to this document.
 - b. **Business Associate** means City of San Elizario.

- c. **HHS Privacy Regulations** shall mean the Code of Federal Regulations ("C.F.R.") at Title 45, Sections 160 and 164, in effect, or as amended.
- d. **Individual** shall mean the person who is the subject of the Information, and has the same meaning as the term "individual" is defined in 45 C.F.R. 160.103.
- e. **Information** shall mean any "health information" provided and/or made available by the CITY to BUSINESS ASSOCIATE, and has the same meaning as the term "health information" as defined by 45 C.F.R. 160.103.
- f. **Parties** shall mean the CITY and BUSINESS ASSOCIATE.
- g. **Secretary** shall mean the Secretary of the Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom the authority involved has been delegated.
- h. **Catch-all definition:** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Privacy, Security, Breach Notification and Enforcement Rules at 45 C.F.R. Part 160 and 164, in effect, or as amended: breach, data aggregation, designated record set, disclosure, health care operations, protected health information, required by law, subcontractor, and use.
- 2. Limits on Use and Disclosure Established by Terms of Agreement. BUSINESS ASSOCIATE hereby agrees that it shall be prohibited from using or disclosing the Information provided or made available by the CITY for any other purpose other than as expressly permitted or required by this Agreement (ref. 45 C.F.R. 164.504(e)(2)(i).)
- 3. **Stated Purposes for which BUSINESS ASSOCIATE May Use or Disclose Information.** The Parties hereby agree that BUSINESS ASSOCIATE shall be permitted to use and/or disclose Information provided or made available from CITY for the following stated purposes: To provide <u>public health</u>, research, and related support services (service) to the community of the CITY for the mutual benefit and general welfare of BUSINESS ASSOCIATE and the CITY (ref. 45 C.F.R. 164.504(e)(2)(i); 65 Fed. Reg. 82505.)
- 4. Use of Information for Management, Administrative and Legal Responsibilities. BUSINESS ASSOCIATE is permitted to use Information if necessary for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE. (ref. 45 C.F.R. 164.504(e)(4)(i)(A-B)).

- 5. **Disclosure of Information for Management, Administration and Legal Responsibilities.** BUSINESS ASSOCIATE is permitted to disclose Information received from CITY for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE, provided:
 - a. The disclosure is required by law; or
 - b. The BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person immediately notifies the BUSINESS ASSOCIATE of any instance of which it is aware in which the confidentiality of the information has been breached. (ref. 45 C.F.R. 164.504(e)(4)(ii)).
- 6. **Data Aggregation Services.** BUSINESS ASSOCIATE is also permitted to use or disclose Information to provide data aggregation services, as that term is defined by 45 C.F.R. 164.501, relating to the health care operations of CITY. (ref. 45 C.F.R. 164.504(e)(2)(i)(B)).

7. BUSINESS ASSOCIATE OBLIGATIONS:

- a. Limits on Use and Further Disclosure Established by Agreement and Law. BUSINESS ASSOCIATE hereby agrees that the Information provided or made available by the CITY shall not be further used or disclosed other than as permitted or required by the Agreement or as required by federal law. (ref. 45 C.F.R. 164.504(e)(2)(ii)(A)).
- **b.** Appropriate Safeguards. BUSINESS ASSOCIATE will establish and maintain appropriate safeguards to prevent any use or disclosure of the Information, other than as provided for by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(B)).
- c. Reports of Improper Use or Disclosure. BUSINESS ASSOCIATE hereby agrees that it shall report to CITY within two (2) days of discovery any use or disclosure of Information not provided for or allowed by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(C)).
- **d. Subcontractors and Agents.** BUSINESS ASSOCIATE hereby agrees that any time Information is provided or made available to any subcontractors or agents, BUSINESS ASSOCIATE must enter into a subcontract with the subcontractor or agent that contains the

same terms, conditions and restrictions on the use and disclosure of Information as contained in this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(D)).

- (i) 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2). In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, BUSINESS ASSOCIATE agrees to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of BUSINESS ASSOCIATE agree in writing to the same restrictions and conditions that apply through this Agreement to BUSINESS ASSOCIATE with respect to such Information.
- e. Right of Access to Information. BUSINESS ASSOCIATE hereby agrees to make available and provide a right of access to Information by an Individual. This right of access shall conform with and meet all of the requirements of Section 181.102 of the Texas Health and Safety Code, requiring that not later than the 15th business day after the date of the receipt of a written request from a person for the person's electronic health record, BUSINESS ASSOCIATE shall provide the requested record to the person in electronic form unless the person agrees to accept the record in another form, and with any further requirements of 45 C.F.R. 164.524, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(E)).
- f. Correction of Health Information by Individuals. BUSINESS ASSOCIATE shall, upon receipt of notice from the CITY, amend or correct protected health information (PHI) in its possession or under its control.
- **g.** Amendment and Incorporation of Amendments. BUSINESS ASSOCIATE agrees to make Information available for amendment and to incorporate any amendments to Information in accordance with 45 C.F.R. 164.504(e)(2)(ii)(F)).
- h. Provide Accounting. BUSINESS ASSOCIATE agrees to make Information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(G)).
- i. Access to Books and Records. BUSINESS ASSOCIATE hereby agrees to make its internal practices, books, and records relating to

the use or disclosure of Information received from, or created or received by BUSINESS ASSOCIATE on behalf of the CITY, available to the Secretary or the Secretary's designee for purposes of determining compliance with the HHS Privacy Regulations. (ref. 45 C.F.R. 164.504(e)(2)(ii)(H)).

- **J.** Return or Destruction of Information. At the termination of this Agreement, BUSINESS ASSOCIATE hereby agrees to adhere to Section B.3. of this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(I)).
- **k. Mitigation Procedures.** BUSINESS ASSOCIATE agrees to have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the use or disclosure of Information in a manner contrary to this Agreement or the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(f)).
- **I.** Sanction Procedures. BUSINESS ASSOCIATE agrees and understands that it must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement of the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(e)(1)).
- **m. Subpart E of 45 C.F.R. Part 164.** To the extent BUSINESS ASSOCIATE is to carry out one or more of CITY'S obligations under Subpart E of 45 C.F.R. Part 164, BUSINESS ASSOCIATE shall comply with the requirements of Subpart E that apply to CITY in the performance of such obligation(s).
- n. Prohibition against the Sale of Protected Health Information. The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.153, and any amendments of that section.
- o. Notice and Authorization Required for Electronic Disclosure of PHI. The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.154, and any amendments of that section, regarding the requirement of providing notice to an Individual for whom the BUSINESS ASSOCIATE creates or receives protected health information if the Individual's PHI is subject to electronic disclosure.
- **p. State Law on Medical Records Privacy.** The BUSINESS ASSOCIATE shall abide by the requirements set forth in Texas Health and Safety Code Section 181.001 et. seq., and any amendments of that chapter.

- 8. **Property Rights.** The Information shall be and remain the property of the CITY. BUSINESS ASSOCIATE agrees that it acquires no title or rights to the Information, including any de-identified Information, as a result of this Agreement.
- 9. **Modifications**. The CITY and BUSINESS ASSOCIATE agree to modify this Business Associate Agreement, in order to comply with Administrative Simplification requirements of HIPAA, as set forth in Title 45, Parts 160 and 164, (Subparts A and E the "Privacy Rule" and Subparts A and C the "Security Rule") of the Code of Federal Regulations.
- 10. **Automatic Amendment**. Upon the effective date of any amendment to the regulations promulgated by HHS with respect to PHI, this Business Associate Agreement shall automatically amend such that the obligations imposed on BUSINESS ASSOCIATE as a Business Associate remain in compliance with such regulations.

B. Term and Termination

- 1. **Term.** The Term of this Agreement shall be effective as of September 1, 20(YEAR), and shall terminate on August 31, 20(YEAR), or on the date covered entity terminates for cause as authorized in paragraph (B.2.) of this Section, whichever is sooner.
- 2. **Termination for Cause**. Upon the CITY's knowledge of a material breach by BUSINESS ASSOCIATE, the CITY shall:
 - a. Provide an opportunity for BUSINESS ASSOCIATE to cure the breach or end the violation, and terminate if BUSINESS ASSOCIATE does not cure the breach or end the violation within the time specified by the CITY.
 - b. Immediately terminate the Business Associate Agreement if BUSINESS ASSOCIATE has breached a material term of this Business Associate Agreement and cure is not possible.
 - c. Notify the Secretary of HHS if termination is not possible.
- 3. **Obligations of Business Associate Upon Termination.** Upon termination of this Agreement for any reason, BUSINES ASSOCIATE, with respect to protected health information received from CITY, or created, maintained, or received by BUSINESS ASSOCIATE on behalf of CITY, shall:
 - a. Retain only that protected health information which is necessary for BUSINESS ASSOCIATE to continue its proper management and administration or to carry out its legal responsibilities;

- b. Return to CITY, or, if agreed to by CITY, destroy, the remaining protected health information that the BUSINESS ASSOCIATE still maintains in any form and BUSINESS ASSOCIATE shall certify to the CITY that the Information has been destroyed;
- c. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as BUSINESS ASSOCIATE retains the protected health information;
- d. Not use or disclose the protected health information retained by BUSINESS ASSOCIATE other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Section 1.e and 1.f above, which applied prior to termination; and
- e. Return to CITY or, if agreed to by CITY, destroy, the protected health information retained by BUSINESS ASSOCIATE when it is no longer needed by BUSINESS ASSOCIATE for its proper management and administration or to carry out its legal responsibilities.
- f. Survival. The obligations of BUSINESS ASSOCIATE under this Section shall survive the termination of this Agreement.
- C. Remedies. If CITY determines that BUSINESS ASSOCIATE has breached or violated a material term of this Agreement, CITY may, at its option, pursue any and all of the following remedies:
 - 1. Exercise any of its rights of access and inspection under Section A.7.e. of this Agreement;
 - 2. Take any other reasonable steps that CITY, in its sole discretion, shall deem necessary to cure such breach or end such violation; and/or
 - 3. Terminate this Agreement immediately.
 - 4. Injunction. CITY and BUSINESS ASSOCIATE agree that any violation of the provisions of this Agreement may cause irreparable harm to CITY. Accordingly, in addition to any other remedies available to CITY at law, in equity, or under this Agreement, in the event of any violation by BUSINESS ASSOCIATE of any of the provisions of this Agreement, or any explicit threat thereof, CITY shall be entitled to an injunction or other decree of

specific performance with respect to such violation or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages. The parties' respective rights and obligations under this Section C.4. shall survive termination of the Agreement.

5. Indemnification. BUSINESS ASSOCIATE shall indemnify, hold harmless and defend CITY from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the acts or omissions of BUSINESS ASSOCIATE in connection with the representations, duties and obligations of BUSINESS ASSOCIATE under this Agreement. The parties' respective rights and obligations under this Section 5 shall survive termination of the Agreement.

D. Miscellaneous

- 1. **Regulatory References.** A reference in this Agreement to a HIPAA section means the section as in effect or as amended.
- 2. <u>Amendment</u>. CITY and BUSINESS ASSOCIATE agree that amendment of this Agreement may be required to ensure that CITY and BUSINESS ASSOCIATE comply with changes in state and federal laws and regulations relating to the privacy, security, and confidentiality of protected health information. CITY may terminate this Agreement upon 60 days written notice in the event that BUSINESS ASSOCIATE does not promptly enter into an amendment that CITY, in its sole discretion, deems sufficient to ensure that CITY will be able to comply with such laws and regulations. This Agreement may not otherwise be amended except by written agreement between the parties and signed by duly authorized representatives of both parties.
- 3. <u>Interpretation</u>. Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.
- 4. <u>Notices.</u> Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

CITY: City of El Paso

Attn: City Manager P. O. Box 1890

El Paso, Texas 79950-1890

COPY TO: City of El Paso

Department of Public Health

Attention: Director 200 N. Kansas Street El Paso, TX 79901

BUSINESS ASSOCIATE: CITY OF SAN ELIZARIO

Attn: Mayor Miguel Chacon

P.O. Box 1723

San Elizario, Texas 79836

- Non-Waiver. No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.
- 6. <u>Headings</u>. The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
- 7. <u>Governing Law, Jurisdiction</u>. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, with venue in El Paso County, Texas.
- 8. <u>Compliance with Laws.</u> BUSINESS ASSOCIATE agrees that its obligations pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, BUSINESS ASSOCIATE reserves the right to notify CITY in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
- 9. <u>Severability</u>. In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

- 10. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than CITY and BUSINESS ASSOCIATE, and their respective successors and assigns, any rights, obligations, remedies or liabilities.
- 11. Entire Agreement; Counterparts. This Agreement constitutes the entire Agreement between CITY and BUSINESS ASSOCIATE regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document.

El Paso, TX

Legislation Text

File #: 24-1418, 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

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

AGENDA LANGUAGE:

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

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso (the "City") and City of San Elizario, Texas ("San Elizario"), for the period of September 1, 2024 through August 31, 2025, for the City's Department of Animal Services to provide various animal services to San Elizario.

CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: October 22, 2024
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Terry K. Kebschull, Animal Services Director (915) 212-8742

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 8 - Nurture and Promote a Healthy, Sustainable Community

SUBGOAL: 8.3 Enhance animal services to ensure El Paso's pets are provided a safe and

healthy environment

SUBJECT:

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso (the "City") and City of San Elizario, Texas ("San Elizario"), for the period of September 1, 2024 through August 31, 2025, for the City's Department of Animal Services to provide various animal services to San Elizario.

BACKGROUND / DISCUSSION:

This is an Interlocal Agreement between the City of San Elizario and the City of El Paso, in which El Paso Animal Services agrees to receive each animal that the City of San Elizario delivers to the shelter. This includes animals brought by their respective animal control contractors or verified residents of San Elizario.

PRIOR COUNCIL ACTION:

A previous agreement was approved in September 2017.

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? __X_YES ___NO

PRIMARY DEPARTMENT: Animal Services

SECONDARY DEPARTMENT:

**************************************	***
DEPARTMENT HEAD:	
Zony K Kebsohul	
Terry K. Kebschull, Animal Services Director	

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 (the "City") and City of San Elizario, Texas ("City of San Elizario"), for the period of September 1, 2024 through August 31, 2025, for the City's Department of Animal Services to provide various animal services to the City of San Elizario and for which the City of San Elizario shall pay to the City of El Paso ONE HUNDRED TEN AND NO/100 DOLLARS (\$110.00) and a daily handling fee of TWENTY-SEVEN AND NO/100 DOLLARS (\$27.00) for each dog or cat retrieved and an impound fee of SIXTY AND NO/100 DOLLARS (\$60.00) and a daily handling fee of THIRTY-THREE AND NO/100 DOLLARS (\$33.00), for any animal other than a dog or cat, such as but not limited to livestock, pig, or chicken ("Other Animal"), and EIGHTY-FIVE AND NO/100 DOLLARS (\$85.00) and a daily handling fee of THIRTY-THREE and NO/100 DOLLARS (\$33.00) for any horse retrieved from the City of San Elizario or by residents of the City of San Elizario, with the possibility for automatic renewal at the rates set forth in Schedule C to the City's Budget Resolution for the applicable fiscal year.

Approved this day of	2024.
	CITY OF EL PASO
	Oscar Leeser Mayor
ATTEST:	
Laura D. Prine, City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
	Zem KKebahil
Carlos L. Armendariz	Terry Kebschull, Director
Assistant City Attorney	Animal Services Department

STATE OF TEXAS)	INTERLOCAL AGREEMENT BETWEEN
)	CITY OF SAN ELIZARIO, TEXAS
)	AND CITY OF EL PASO, TEXAS
COUNTY OF EL PASO)	FOR ANIMAL SERVICES

THIS AGREEMENT is entered into between the CITY OF EL PASO, TEXAS ("City") and the CITY OF SAN ELIZARIO, TEXAS ("City of San Elizario") by and through their duly authorized officials, pursuant to the Interlocal Cooperation Act.

RECITALS

WHEREAS, the City and City of San Elizario are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and

WHEREAS, the City of El Paso has a Department of Animal Services; and

WHEREAS, this Agreement for interlocal cooperation for the City to provide certain animal services to the City of San Elizario is necessary for the mutual advancement of the health and general welfare of the citizens of all jurisdictions concerned; and

WHEREAS, the City of San Elizario requests assistance from the City's Animal Services Department as the City of San Elizario has limited availability to house animals that it retrieves or other individuals or entities retrieve within the City of San Elizario; and

WHEREAS, the City of San Elizario desires to have the City's Animal Shelter Advisory Committee serve as the City of San Elizario's Animal Shelter Advisory Committee; and

WHEREAS, the City of San Elizario desires to have the Director of County Animal Welfare serve as the Local Rabies Control Authority for the City of San Elizario, as necessary pursuant to state law; and

WHEREAS, the City of San Elizario will make available and/or transfer to the City certain information, in conjunction with goods or services that are being provided by the City to the City of San Elizario, which is confidential and must be afforded special treatment and protection; and FOR THESE REASONS, and in consideration of the mutual promises contained in this Agreement, the City of San Elizario and the City mutually agree as follows:

1. **SCOPE OF SERVICES.**

- 1.1 The City shall perform the following animal services by and through its Department of Animal Services under the terms and conditions hereinafter stated, and the City of San Elizario hereby accepts and agrees to the following terms and conditions:
 - 1.1.1 The City agrees to provide the following animal shelter services:
 - 1.1.1.1 The City may receive at the City's Animal Shelter located at 5001 Fred Wilson Road, El Paso, Texas 79906 (the "Shelter") each animal that is delivered to the Shelter by the City of San Elizario or by residents of City of San Elizario. The City may handle each animal that is delivered to the Shelter either by the City of San Elizario or by residents of City of San Elizario, whether it be in order to reunite said animal with its owner, quarantine, maintain evidence for a legal proceeding, or euthanize and dispose of said animal.

An animal impounded as an owned animal (i.e. with a collar, microchip, tags or other indication of ownership) is reclaimed within 6 days after entering the Shelter, or an animal impounded as a stray (unowned animal) is reclaimed within 72 hours after entering the Shelter, the animal may be adopted, transferred, or humanely disposed of by the Shelter.

1.1.1.2 The City will accept up to ten (10) Community (trap-neuter-return) cats captured by the City of San Elizario or by residents of the City of San Elizario, collectively, per month. The City shall spay/neuter, vaccinate and ear tip those cats that are healthy enough to alter and that are not already altered, and the City of San Elizario or the residents of the City of San Elizario who trapped the cat, shall return the cat to the location where they trapped the cat. The City of San Elizario will pay a \$35 fee to the City for each cat that was delivered by the City of San Elizario, or by the residents of the City of San Elizario, that was spayed/neutered by the City. The City will send a monthly invoice to the City of San Elizario to receive this payment.

1.1.1.3 In order to facilitate ease of data sharing with the City of San Elizario for the purpose of identifying pet owners and potentially reuniting an animal with its owner without the City of San Elizario's need to take the animal to the Shelter, the City shall provide PetPoint access to the City of San Elizario for use by City of San Elizario Animal Control Officers. Both parties shall adhere to the provisions of Texas Health and Safety Code Sections 826.0211 and 826.0311.

- 1.1.1.4 The City's Mission Valley spay/neuter facility may be available to all City of San Elizario residents at the City's regular fee basis and those residents shall pay for said service.
- 1.2 The City will provide necessary training for employees utilized in providing services under this Agreement, as may be required by law or determined to be appropriate by the City, and shall require all such personnel to maintain all required licenses and certifications in accordance with State and Federal laws.
- 1.3 The City and City of San Elizario agrees that in accordance with the provisions of any and all grants agreements or grant awards from federal and state agencies that are awarded on a county-wide basis, the City or City of San Elizario will provide services in the unincorporated areas of the County and all municipalities within El Paso County as required under the applicable grant provisions. Provided however, nothing in this Agreement shall obligate the City to perform services if the grant funds relating to a particular grant are not currently being paid to the City, and in any such instances, the Director of the City's Department of Animal Services shall give written notice to the City of San Elizario that the City is not providing the particular services for the reason that it has not received funding under the applicable grant. The City will provide written notice to the City of San Elizario of grant funding which becomes discontinued or terminated, and any election by the City not to seek the renewal of grants existing at the effective date of this Agreement.
- 1.4 Nothing within the terms of this Agreement shall require the City to purchase additional equipment or hire additional personnel in order to comply with the terms of this Agreement.
- 1.5 The City agrees that it will keep accurate records of all services provided to the City of San Elizario pursuant to this Agreement as part of its routine data collection processes and the City may also report data on its web site on a monthly basis.
- 1.5.1 For the purposes of this section the point of contact for the City of San Elizario is Mike Medina. The City of San Elizario Contract Administrator is Mike Medina, until such time as the City of San Elizario notifies the City of a new point of contact and address for notice.
- 1.6 It is understood and agreed to between the parties that any portion of this Agreement providing for the delivery of public health and other services for which appropriate legal authority has not been granted to the City, shall be null and void and of no force and effect, and the City shall not be obligated to provide those services.

- 1.7 The City of San Elizario acknowledges that the City's stated goal for the City's Animal Shelter is to reach and sustain a no-kill status equivalent to a 90% live release rate by 2025. In order to achieve this goal, the City's animal welfare programs currently include the following: 1) community cat/feral cat trap-neuter-return; 2) high-volume, low-cost spay/neuter; 3) rescue groups; 4) foster care; 5) comprehensive adoption programs; 6) pet retention; 7) medical and behavior programs; 8) public/community relations; 9) volunteers and 10) proactive redemptions. The City's Animal Shelter partners, including the City of San Elizario, shall aim to participate in these animal welfare programs. The City of San Elizario will, in good faith, attempt to comply with the City's stated animal life-saving efforts and shall not institute contrary programs, ordinances or policies to those listed in this paragraph, and shall not negatively affect the City's stated live-release goal.
 - 1.8 Registration, vaccination, and microchips
- 1.8.1 Title 7 of the El Paso Municipal Code requires all City contracts involving other municipalities or government entities must be consistent with the requirements of Chapter 7.12.020 Registration, vaccination, and microchips required.
- 2. <u>LOCATION OF PERFORMANCE</u>. The place where the City's services are to be performed is primarily at the Shelter and adoption centers.
- 3. **DESIGNATION OF ANIMAL SHELTER ADVISORY COMMITTEE.** The Parties agree that the currently established Animal Shelter Advisory Committee ("ASAC") will serve as the statutorily required advisory committee described in Section 823.005, Texas Health and Safety Code.
- 4. <u>TIMES OF PERFORMANCE</u>. The term of this Agreement is for a one-year period beginning on the 1st day of September 1, 2024, regardless of the date of execution of this Agreement, and that term shall end on August 31, 2025.
- 4.1 This Agreement will automatically renew each year unless the parties execute a new agreement by August 31st for the next year of performance or unless either party terminates this Agreement within 30 days after the beginning of the next fiscal year. If the Agreement is automatically renewed, the rate for service shall be as set forth in Schedule C of the annual budget as approved by City Council for the respective fiscal year. Any change to the rate for service reflected by the City of El Paso's Schedule C shall be effective for the period beginning on September 1st of the next year of performance. All other terms and conditions of the Agreement shall remain in full force and effect. By way of example, the parties agree that if the City of El

Paso adopts Schedule C in August of 2024, and said Schedule C changes any rate for service covered by this Agreement, said rate change shall be effective beginning on September 1, 2024 through August 31, 2024. For each year that this agreement will be automatically renewed, the City shall notify the City of San Elizario by August 1st of each year regarding proposed service rates set forth in Schedule C for the upcoming fiscal year. The parties understand that any rate provided prior to the El Paso City Council's adoption of Schedule C is merely a guide which may or may not be changed once the El Paso City Council approves Schedule C which will contain the actual rate for service. If, prior to September 1st, the City of San Elizario notifies the City that the new rates are unacceptable, the parties shall negotiate the new rates for the upcoming fiscal year by September 30th. This deadline may be extended until October 31st by agreement of the parties.

5. **COMPENSATION.**

5.1 The City of San Elizario agrees to pay the amount specifically addressed below in Sections 5.2 and 5.3. Within thirty days of receipt, the City of San Elizario agrees to pay the monthly invoice that is sent to the City of San Elizario by the City for the services described in this Agreement.

5.2 Fees:

- a. DOGS & CATS The City of San Elizario agrees to pay an impound fee of ONE HUNDRED TEN AND NO/100 DOLLARS (\$110.00) and a daily handling fee of TWENTY-SEVEN AND NO/100 DOLLARS (\$27.00) for each dog or cat retrieved from the City of San Elizario and delivered to the Shelter either by the City of San Elizario or by residents of City of San Elizario pursuant to Subsection 1.1.1.1 to this Agreement.
- b. OTHER ANIMALS The City of San Elizario agrees to pay an impound fee of \$60.00 and a daily handling fee of THIRTY-THREE AND NO/100 DOLLARS (\$33.00), for any animal other than a dog or cat, such as but not limited to livestock, pig, or chicken retrieved from the City of San Elizario and delivered to the Shelter either by the City of San Elizario or by residents of the City of San Elizario pursuant to Subsection 1.1.1.1 to this Agreement.
- c. HORSE The City of San Elizario agrees to pay an impound fee of \$85.00 and a daily handling fee of THIRTY-THREE AND NO/100 DOLLARS (\$33.00) for any horse retrieved from the City of San Elizario and delivered to the Shelter either by the City of San

Elizario or by residents of the City of San Elizario pursuant to Subsection 1.1.1.1 to this Agreement.

- 5.3 In addition to the impound fee of \$110.00 per unowned animal retrieved from the City of San Elizario and delivered to the Shelter by the City of San Elizario pursuant to Subsection 1.1.1.1 to this Agreement for those services rendered pursuant to Subsection 1.1.1.1 to this Agreement, the City of San Elizario also agrees to pay a daily quarantine fee of TWENTY-SEVEN AND NO/100 DOLLARS (\$27.00) for any unowned animal retrieved from the City of San Elizario and delivered to the Shelter either by the City of San Elizario that is suspected of having rabies, is pending a bite investigation, or is pending an animal cruelty investigation. Owned animals should be quarantined at a quarantine approved clinic or hospital. The City shall maintain detailed records supporting all billings and fee reimbursements and shall remit such information with its billings to the City of San Elizario.
- 5.4 The Parties acknowledge that the funds paid by the City of San Elizario pursuant to Sections 5.1 through 5.3 above may not be sufficient in the event of an unexpected occurrence such as an outbreak, epidemic (i.e. rabies) in the City of San Elizario. The City of San Elizario shall name a person to serve as a point of contact to discuss these types of public health threats, its intervention, and any additional costs that the City of San Elizario will need to pay to defray the resulting expenses. The City of San Elizario point of contact is Mike Medina, Interim City Administrator at the City of San Elizario's address below until such time as the City of San Elizario provides another address for notice or point of contact in writing.
- 5.5 El Paso Animal Services will provide the City of San Elizario's point of contact a weekly inventory of animals from the unincorporated areas of the City of San Elizario and delivered to the Shelter either by the City of San Elizario or by residents of the City of San Elizario pursuant to Subsection 1.1.1.1 to this Agreement.
- Agreement shall be made payable to the City of El Paso, Attn: Financial Services, P.O. Box 1890, El Paso, TX 79950-1890, or to the address provided by the City to the City of San Elizario in writing in the event the City relocates without the need to formally amend this Agreement in the event of an address change. In addition to the compensation provided for herein, the City shall retain all proceeds received from inspection, permit, and animal registration fees collected in the City of San Elizario. If

a payment is not received by the City within thirty (30) days of delivery of the invoice, the City may charge the applicable interest rate under the Texas Prompt Payment Act, pursuant to Texas Government Code Chapter 2251. In the event that the City of San Elizario accrues an arrearage on payment, the City Comptroller or any collection agency retained by the City to collect delinquent accounts may add a collection fee of 21% to the account receivable if owing to the City for more than sixty (60) days, pursuant to the El Paso City Code, Ordinance 14700.

- 7. **LAW GOVERNING CONTRACT.** For purposes of determining the law governing the same, this Agreement is entered into in the City and City of San Elizario, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in El Paso County, Texas.
- 7.1 Privileges and Immunities. All privileges and immunities from liability, exemptions from laws, ordinances and rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activities of officers, agents, or employees of the City when performing a function shall apply to such officers, agents, or employees to the same extent while engaged in the performance of any of their functions and duties under the terms and provisions of this Agreement.
- 7.2 Governmental Function. The Parties expressly agree that, in all things relating to this Agreement, the City is performing a governmental function, as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the City, which, in any way, pertains to or arises out of this Agreement falls within the definition of governmental function.
- 7.3 Exclusion of Incidental and Consequential Damages. Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, THE CITY WILL NOT BE LIABLE TO ANY OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE PARTY'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND including lost profits, loss of business, or other economic damage, and further including injury to property, mental anguish and emotional distress AS A RESULT OF BREACH OF ANY TERM OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CITY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.
- 7.4 Intentional Risk Allocation. Each of the Parties acknowledges that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The

remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the Parties.

- 8. **INDEPENDENT CONTRACTORS.** The City and the City of San Elizario are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither the City nor the City of San Elizario nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.
- 9. **TERMINATION.** This Agreement may be terminated in whole or in part by either party upon thirty days written notice to the other party at the following addresses, or at a new address as provided in writing to the nonmoving party by a party which has moved its physical location within thirty (30) days of said relocation without the necessity of amending this contract:

CITY:

City of El Paso Attn: City Manager

PO Box 1890

El Paso, Texas 79950-1890

CITY OF SAN ELIZARIO: Mike Medina, Interim City Administrator

P.O. Box 1723

San Elizario, Texas 79849

- 10. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
- 11. **HEADINGS.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
- 12. ENTIRE AGREEMENT; AMENDMENTS. This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and no amendment, modification or alteration of the terms shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

(Signature pages follow)

Signature page for the City of El Paso, Interlocal Agreement between the City of El Paso and the City of San Elizario, Texas.

APPROVED this	_ day of	, 20
		CITY OF EL PASO
		Oscar Leeser Mayor
ATTEST:		
Laura D. Prine City Clerk		
APPROVED AS TO FORM	I:	APPROVED AS TO CONTENT:
		Jeny Klebschill
Carlos L. Armendariz Assistant City Attorney		Terry Kokebschull, Director Department of Animal Services

(Signatures continue on the following page)

Signature page for the City of San Elizario, Interlocal Agreement between the City of El Paso and the City of San Elizario, Texas.

APPROVED this 1st day of October, 2024.

CITY OF SAN ELIZARIO

Miguel Chacón, Mayo

ATTEST:

Rene Rusales

City of San Elizario Clerk

APPROVED AS TO FORM:

Sylvia Borunda Firth

Silvia Borunda Firth

City Attorney

Schedule C Proposal

Line No.	Department	Fee Description	Detail	FY23 Adopted	Proposed Change
1002	Animal Services	Municipal Contract Fees - Impoundment	Class A: Dog, Cat, Exotic, Ferret not requiring capture by division personnel, Each Animal	\$60	\$110
1003	Animal Services	Municipal Contract Fees - Impoundment	Class B: Goats, Sheep, Lambs, Pigs Sows, Shoats, Calves, Foals and Animals of the same Approximate Size and Weight, Each Animal	\$60	No Change
1004	Animal Services	Municipal Contract Fees - Impoundment	Class C: Horses, Ponies, Mules and Animals of Same Size and Weight, Each Animal	\$85	No Change
1005	Animal Services	Municipal Contract Fees - Impoundment	Class D: Exotic Animals: Requiring Capture by Division Personnel, Each Animal	\$85	No Change
1006	Animal Services	Municipal Contract Fees - Handling	Daily Fee Class A	\$18 per day	\$27 per day
1007	Animal Services	Municipal Contract Fees - Handling	Daily Fee Class B	\$23 per day	\$33 per day
1008	Animal Services	Municipal Contract Fees - Handling	Daily Fee Class C	\$23 per day	\$33 per day
1009	Animal Services	Municipal Contract Fees - Handling	Daily Fee Class D	\$23 per day	\$33 per day
1010	Animal Services	Municipal Contract Fees - Quarantine		\$18 per day	\$27 per day

TITLE 7 of the El Paso Municipal Code

7.12.020. Registration, vaccination, and microchips required.

- A. Dogs, cats and ferrets shall be registered, vaccinated and have an implanted microchip as provided in this title.
 - 1. No person who is a resident of the city shall have within the city for more than thirty days any dog, cat or ferret four months of age or older unless such dog, cat or ferret is currently registered with the program.
 - 2. No person who is not a resident of the city shall have within the city any dog, cat or ferret for more than ninety days unless such dog, cat or ferret is currently registered with program.
 - 3. No dog, cat or ferret shall be registered unless it has a current vaccination as is required by the director and an implanted microchip. A registration certificate and tag may be obtained from veterinarians who have obtained authority from the program to issue them, or from an employee at the center upon presentation of a certificate of current vaccination and evidence of microchip.
 - 4. No person shall have within the city any dog, cat or ferret four months of age or older for more than ten days unless such dog, cat or ferret is currently vaccinated against rabies.
 - 5. An ear tipped cat that has been processed through the trap-neuter-return protocol shall be exempt from the registration and microchip requirements of this chapter. A person who requests that the program implant a microchip into or register an ear tipped cat that has been processed through the trap-neuter-return protocol, shall pay the applicable fee authorized by City Council for said service.
 - 6. All city contracts involving other municipalities or government entities must be consistent with the requirements of this chapter.

El Paso, TX

Legislation Text

File #: 24-1419, 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 K. Kebschull, (915) 212-8742

AGENDA LANGUAGE:

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

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso (the "City") and City of Socorro, Texas ("Socorro"), for the period of September 1, 2024 through August 31, 2025, for the City's Department of Animal Services to provide various animal services to Socorro.

CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: October 22, 2024
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Terry K. Kebschull, Animal Services Director (915) 212-8742

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 8 - Nurture and Promote a Healthy, Sustainable Community

SUBGOAL: 8.3 Enhance animal services to ensure El Paso's pets are provided a safe and

healthy environment

SUBJECT:

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso (the "City") and City of Socorro, Texas ("Socorro"), for the period of September 1, 2024 through August 31, 2025, for the City's Department of Animal Services to provide various animal services to the Socorro.

BACKGROUND / DISCUSSION:

This is an Interlocal Agreement between the City of Socorro and the City of El Paso, in which El Paso Animal Services agrees to receive each animal that the City of Socorro delivers to the shelter. This includes animals brought by their respective animal control contractors or verified residents of Socorro.

PRIOR COUNCIL ACTION:

A previous agreement was approved in September 2017.

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? __X_YES ___NO

PRIMARY DEPARTMENT: Animal Services

SECONDARY DEPARTMENT:

<u>DEPAR</u>	TMENT HEAD:			
	Jan W. Kalah III			

Terry K. Kebschull, Animal Services Director

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 (the "City") and City of Socorro, Texas ("Socorro"), for the period of September 1, 2024 through August 31, 2025, for the City's Department of Animal Services to provide various animal services to the Socorro and for which the Socorro shall pay to the City of El Paso ONE HUNDRED TEN AND NO/100 DOLLARS (\$110.00) and a daily handling fee of TWENTY-SEVEN AND NO/100 DOLLARS (\$27.00) for each dog or cat retrieved and an impound fee of SIXTY AND NO/100 DOLLARS (\$60.00) and a daily handling fee of THIRTY-THREE AND NO/100 DOLLARS (\$33.00) for any animal other than a dog or cat, such as but not limited to livestock, pig, or chicken ("Other Animal"), and EIGHTY-FIVE AND NO/100 DOLLARS (\$85.00) and a daily handling fee of THIRTY-THREE and NO/100 DOLLARS (\$33.00) for any horse retrieved from the City of Socorro or by residents of the City of Socorro, in addition to the impound fee of \$110.00 per unowned animal retrieved from the City of Socorro and delivered to the Shelter by the City of Socorro and a daily quarantine fee of TWENTY-SEVEN AND NO/100 DOLLARS (\$27.00) for any unowned animal retrieved from the City of Socorro and delivered to the Shelter either by the City of Socorro that is suspected of having rabies, is pending a bite investigation, or is pending an animal cruelty investigation, with the possibility for automatic renewal at the rates set forth in Schedule C to the City's Budget Resolution for the applicable fiscal year.

(Signatures on the following page)

L PASO
r
D AS TO CONTENT:
hull, Director

STATE OF TEXAS)	INTERLOCAL AGREEMENT BETWEEN
)	CITY OF SOCORRO, TEXAS AND
)	CITY OF EL PASO, TEXAS
COUNTY OF EL PASO)	FOR ANIMAL SERVICES

THIS AGREEMENT is entered into between the CITY OF EL PASO, TEXAS ("City") and the CITY OF SOCORRO, TEXAS ("City of Socorro") by and through their duly authorized officials, pursuant to the Interlocal Cooperation Act.

RECITALS

WHEREAS, the City and City of Socorro are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and

WHEREAS, the City of El Paso has a Department of Animal Services; and

WHEREAS, this Agreement for interlocal cooperation for the City to provide certain animal services to the City of Socorro is necessary for the mutual advancement of the health and general welfare of the citizens of all jurisdictions concerned; and

WHEREAS, the City of Socorro desires to have the Chief of Socorro Police Department serve as the City of Socorro's designated local rabies control authority

WHEREAS, the City of Socorro requests assistance from the City's Animal Services Department as the City of Socorro has limited availability to house animals that it retrieves or other individuals or entities retrieve within the unincorporated areas of the City of Socorro and

WHEREAS, the City of Socorro desires to have the City's Animal Shelter Advisory Committee serve as the City of Socorro's Animal Shelter Advisory Committee; and

WHEREAS, the City of Socorro will make available and/or transfer to the City certain information, in conjunction with goods or services that are being provided by the City to the City of Socorro, which is confidential and must be afforded special treatment and protection; and

FOR THESE REASONS, and in consideration of the mutual promises contained in this Agreement, the City of Socorro and the City mutually agree as follows:

1. <u>SCOPE OF SERVICES</u>.

1.1 The City shall perform the following animal services by and through its Department of Animal Services under the terms and conditions hereinafter stated, and the City of Socorro hereby accepts and agrees to the following terms and conditions:

- 1.1.1 The City agrees to provide the following animal shelter services:
 - 1.1.1.1 The City may receive at the City's Animal Shelter located at 5001 Fred Wilson Road, El Paso, Texas 79906 (the "Shelter") each animal that is delivered to the Shelter by the City of Socorro or by residents of City of Socorro. The City may handle each animal that is delivered to the Shelter either by the City of Socorro or by residents of City of Socorro, whether it be in order to reunite said animal with its owner, quarantine, maintain evidence for a legal proceeding, or euthanize and dispose of said animal.

An animal impounded as an owned animal (i.e. with a collar, microchip, tags or other indication of ownership) is reclaimed within 6 days after entering the Shelter, or an animal impounded as a stray (unowned animal) is reclaimed within 72 hours after entering the Shelter, the animal may be adopted, transferred, or humanely disposed of by the Shelter.

1.1.1.2 The City will accept up to ten (10) Community (trap-neuter-return) cats captured by the City of Socorro or by residents of the City of Socorro, collectively, per month. The City shall spay/neuter, vaccinate and ear tip those cats that are healthy enough to alter and that are not already altered, and the City of Socorro or the residents of the City of Socorro who trapped the cat, shall return the cat to the location where they trapped the cat. The City of Socorro will pay a \$35 fee to the City for each cat that was delivered by the City of Socorro, or by the residents of the City of Socorro, that was spayed/neutered by the City. The City will send a monthly invoice to the City of Socorro to receive this payment.

- 1.1.1.3 In order to facilitate ease of data sharing with the City of Socorro for the purpose of identifying pet owners and potentially reuniting an animal with its owner without the City of Socorro's need to take the animal to the Shelter, the City shall provide PetPoint access to the City of Socorro for use by City of Socorro Animal Control Officers. Both parties shall adhere to the provisions of Texas Health and Safety Code Sections 826.0211 and 826.0311.
- 1.1.1.4 The City's Mission Valley spay/neuter facility may be available to all City of Socorro residents at the City's regular fee basis and those residents shall pay for said service.
- 1.2 The City will provide necessary training for employees utilized in providing services under this Agreement, as may be required by law or determined to be appropriate by the City, and

shall require all such personnel to maintain all required licenses and certifications in accordance with State and Federal laws.

- 1.3 The City and City of Socorro agrees that in accordance with the provisions of any and all grants agreements or grant awards from federal and state agencies that are awarded on a county-wide basis, the City or City of Socorro will provide services in the unincorporated areas of the County and all municipalities within El Paso County as required under the applicable grant provisions. Provided however, nothing in this Agreement shall obligate the City to perform services if the grant funds relating to a particular grant are not currently being paid to the City, and in any such instances, the Director of the City's Department of Animal Services shall give written notice to the City of Socorro that the City is not providing the particular services for the reason that it has not received funding under the applicable grant. The City will provide written notice to the City of Socorro of grant funding which becomes discontinued or terminated, and any election by the City not to seek the renewal of grants existing at the effective date of this Agreement.
- 1.4 Nothing within the terms of this Agreement shall require the City to purchase additional equipment or hire additional personnel in order to comply with the terms of this Agreement.
- 1.5 The City agrees that it will keep accurate records of all services provided to the City of Socorro pursuant to this Agreement as part of its routine data collection processes and the City may also report data on its web site on a monthly basis.
- 1.5.1 For the purposes of this section the point of contact for the City of Socorro is Robert C. Rojas, Chief of Police. The City of Socorro Chief of Police is the point of contact, until such time as the City of Socorro notifies the City of a new point of contact and address for notice.
- 1.6 It is understood and agreed to between the parties that any portion of this Agreement providing for the delivery of public health and other services for which appropriate legal authority has not been granted to the City, shall be null and void and of no force and effect, and the City shall not be obligated to provide those services.
- 1.7 The City of Socorro acknowledges that the City's stated goal for the City's Animal Shelter is to reach and sustain a no-kill status equivalent to a 90% live release rate by 2025. In order to achieve this goal, the City's animal welfare programs currently include the following: 1) community cat/feral cat trap-neuter-return; 2) high-volume, low-cost spay/neuter; 3) rescue groups; 4) foster care; 5) comprehensive adoption programs; 6) pet retention; 7) medical and behavior programs; 8) public/community relations; 9) volunteers and 10) proactive redemptions. The City's

Animal Shelter partners, including the City of Socorro, shall aim to participate in these animal welfare programs within their respective jurisdictions. The City of Socorro will, in good faith, attempt to comply with the City's stated animal life-saving efforts and shall not institute contrary programs, ordinances or policies to those listed in this paragraph, and shall not negatively affect the City's stated live-release goal.

- 1.8 Registration, vaccination, and microchips
- 1.8.1 Title 7 of the El Paso Municipal Code requires all City contracts involving other municipalities or government entities must be consistent with the requirements of Chapter 7.12.020 Registration, vaccination, and microchips required.
- 2. **LOCATION OF PERFORMANCE.** The place where the City's services are to be performed is primarily at the Shelter and adoption centers.
- 3. <u>DESIGNATION OF ANIMAL SHELTER ADVISORY COMMITTEE</u>. The Parties agree that the currently established Animal Shelter Advisory Committee ("ASAC") will serve as the statutorily required advisory committee described in Section 823.005, Texas Health and Safety Code.
- 4. <u>TIMES OF PERFORMANCE</u>. The term of this Agreement is for a one-year period beginning on the 1st day of September, 2024, regardless of the date of execution of this Agreement, and that term shall end on August 31, 2025.
- 4.1 This Agreement will automatically renew each year unless the parties execute a new agreement by August 31st for the next year of performance or unless either party terminates this Agreement within 30 days after the beginning of the next fiscal year. If the Agreement is automatically renewed, the rate for service shall be as set forth in Schedule C of the annual budget as approved by City Council for the respective fiscal year. Any change to the rate for service reflected by the City of El Paso's Schedule C shall be effective for the period beginning on September 1st of the next year of performance. All other terms and conditions of the Agreement shall remain in full force and effect. By way of example, the parties agree that if the City of El Paso adopts Schedule C in August of 2023, and said Schedule C changes any rate for service covered by this Agreement, said rate change shall be effective beginning on September 1, 2023 through August 31, 2024. For each year that this agreement will be automatically renewed, the City shall notify the City of Socorro by August 1st of each year regarding proposed service rates set forth in Schedule C for the upcoming fiscal year. The parties understand that any rate provided

prior to the El Paso City Council's adoption of Schedule C is merely a guide which may or may not be changed once the El Paso City Council approves Schedule C which will contain the actual rate for service. If, prior to September 1st, the City of Socorro notifies the City that the new rates are unacceptable, the parties shall negotiate the new rates for the upcoming fiscal year by September 30th. This deadline may be extended until October 31st by agreement of the parties.

5. <u>COMPENSATION</u>.

5.1 The City of Socorro agrees to pay the amount specifically addressed below in Sections 5.2 and 5.3. Within thirty days of receipt, the City of Socorro agrees to pay the monthly invoice that is sent to the City of Socorro by the City for the services described in this Agreement.

5.2 Fees:

- a. DOGS & CATS The City of Socorro agrees to pay an impound fee of ONE HUNDRED TEN AND NO/100 DOLLARS (\$110.00) and a daily handling fee of TWENTY-SEVEN AND NO/100 DOLLARS (\$27.00) for each dog or cat the City of Socorro and delivered to the Shelter either by the City of Socorro or by residents of City of Socorro pursuant to Subsection 1.1.1.1 to this Agreement.
- b. OTHER ANIMALS The City of Socorro agrees to pay an impound fee of \$60.00 and a daily handling fee of THIRTY-THREE AND NO/100 DOLLARS (\$33.00), for any animal other than a dog or cat, such as but not limited to livestock, pig, or chicken retrieved from the City of Socorro and delivered to the Shelter either by the City of Socorro or by residents of the City of Socorro pursuant to Subsection 1.1.1.1 to this Agreement.
- c. HORSE The City of Socorro agrees to pay an impound fee of \$85.00 and a daily handling fee of THIRTY-THREE AND NO/100 DOLLARS (\$33.00) for any horse retrieved from the City of Socorro and delivered to the Shelter either by the City of Socorro or by residents of the City of Socorro pursuant to Subsection 1.1.1.1 to this Agreement.
- 5.3 In addition to the impound fee of \$110.00 per unowned animal retrieved from the City of Socorro and delivered to the Shelter by the City of Socorro pursuant to Subsection 1.1.1.1 to this Agreement for those services rendered pursuant to Subsection 1.1.1.1 to this Agreement, the City of Socorro also agrees to pay a daily quarantine fee of TWENTY-SEVEN AND NO/100 DOLLARS (\$27.00) for any unowned animal retrieved from the City of Socorro and delivered to the Shelter either by the City of Socorro that is suspected of having rabies, is pending a bite investigation, or is pending an animal cruelty investigation. Owned animals should be quarantined at a quarantine

approved clinic or hospital. The City shall maintain detailed records supporting all billings and fee reimbursements and shall remit such information with its billings to the City of Socorro.

- 5.4 The Parties acknowledge that the funds paid by the City of Socorro pursuant to Sections 5.1 through 5.3 above may not be sufficient in the event of an unexpected occurrence such as an outbreak, epidemic (i.e. rabies) in the City of Socorro. The City of Socorro shall name a person to serve as a point of contact to discuss these types of public health threats, its intervention, and any additional costs that the City of Socorro will need to pay to defray the resulting expenses. The City of Socorro point of contact is the Chief of Police, Robert C. Rojas at the City of Socorro's address below until such time as the City of Socorro provides another address for notice or point of contact in writing.
- 5.5 El Paso Animal Services will provide the City of Socorro's point of contact a weekly inventory of animals from the unincorporated areas of the City of Socorro and delivered to the Shelter either by the City of Socorro or by residents of the City of Socorro pursuant to Subsection 1.1.1.1 to this Agreement.
- 6. PAYMENTS PURSUANT TO THIS AGREEMENT. All payments submitted under this Agreement shall be made payable to the City of El Paso, Attn: Financial Services, P.O. Box 1890, El Paso, TX 79950-1890, or to the address provided by the City to the City of Socorro in writing in the event the City relocates without the need to formally amend this Agreement in the event of an address change. In addition to the compensation provided for herein, the City shall retain all proceeds received from inspection, permit, and animal registration fees collected in the City of Socorro. If a payment is not received by the City within thirty (30) days of delivery of the invoice, the City may charge the applicable interest rate under the Texas Prompt Payment Act, pursuant to Texas Government Code Chapter 2251. In the event that the City of Socorro accrues an arrearage on payment, the City Comptroller or any collection agency retained by the City to collect delinquent accounts may add a collection fee of 21% to the account receivable if owing to the City for more than sixty (60) days, pursuant to the El Paso City Code, Ordinance 14700.
- 7. <u>LAW GOVERNING CONTRACT</u>. For purposes of determining the law governing the same, this Agreement is entered into in the City and City of Socorro, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in El Paso County, Texas.

- 7.1 Privileges and Immunities. All privileges and immunities from liability, exemptions from laws, ordinances and rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activities of officers, agents, or employees of the City when performing a function shall apply to such officers, agents, or employees to the same extent while engaged in the performance of any of their functions and duties under the terms and provisions of this Agreement.
- 7.2 Governmental Function. The Parties expressly agree that, in all things relating to this Agreement, the City is performing a governmental function, as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the City, which, in any way, pertains to or arises out of this Agreement falls within the definition of governmental function.
- 7.3 Exclusion of Incidental and Consequential Damages. Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, THE CITY WILL NOT BE LIABLE TO ANY OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE PARTY'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND including lost profits, loss of business, or other economic damage, and further including injury to property, mental anguish and emotional distress AS A RESULT OF BREACH OF ANY TERM OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CITY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.
- 7.4 Intentional Risk Allocation. Each of the Parties acknowledges that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the Parties.
- 8. <u>INDEPENDENT CONTRACTORS</u>. The City and the City of Socorro are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither the City nor the City of Socorro nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

9. **TERMINATION.** This Agreement may be terminated in whole or in part by either party upon thirty days written notice to the other party at the following addresses, or at a new address as provided in writing to the nonmoving party by a party which has moved its physical location within thirty (30) days of said relocation without the necessity of amending this contract:

CITY: City of El Paso

Attn: City Manager PO Box 1890

El Paso, Texas 79950-1890

CITY OF SOCORRO:

City of Socorro of El Paso

124 S. Horizon Blvd Socorro, TX 79927-2620

- 10. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
- 11. <u>HEADINGS</u>. The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
- 12. **ENTIRE AGREEMENT: AMENDMENTS.** This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and no amendment, modification or alteration of the terms shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

(Signature pages follow)

Signature page for the City of El Paso, Interlocal Agreement between the City of El Paso and the City of Socorro, Texas.

APPROVED this day of	, 20
	CITY OF EL PASO
	Oscar Lecser Mayor
ATTEST:	
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
	Jeny K Kehall
Carlos L. Armendariz	Terry K. Kebschull, Director
Assistant City Attorney	Department of Animal Services

(Signatures continue on the following page)

Signature page for the City of Socorro, Interlocal Agreement between the City of El Paso and the City of Socorro, Texas.

APPROVED this 19 day of September 2024.

CITY OF SOCORRO OF EL PASO

LOSI CONTROL

Ivy Avalos, Mayor

ATTEST:

APPROVED AS TO FORM:

Olivia Navarro, City of Socorro Clerk

James A Martinez, City Attorney

Schedule C Proposal

Line No.	Department	Fee Description	Detail	FY23 Adopted	Proposed Change
140.	Department	ree Description	Class A: Dog, Cat, Exotic,	Adopted	Change
1002	Animal Services	Municipal Contract Fees - Impoundment	Ferret not requiring capture by division personnel, Each Animal	\$60	\$110
1003	Animal Services	Municipal Contract Fees - Impoundment	Class B: Goats, Sheep, Lambs, Pigs Sows, Shoats, Calves, Foals and Animals of the same Approximate Size and Weight, Each Animal	\$60	No Change
1004	Animal Services	Municipal Contract Fees - Impoundment	Class C: Horses, Ponies, Mules and Animals of Same Size and Weight, Each Animal	\$85	No Change
1005	Animal Services	Municipal Contract Fees - Impoundment	Class D: Exotic Animals: Requiring Capture by Division Personnel, Each Animal	\$85	No Change
1006	Animal Services	Municipal Contract Fees - Handling	Daily Fee Class A	\$18 per day	\$27 per day
1007	Animal Services	Municipal Contract Fees - Handling	Daily Fee Class B	\$23 per day	\$33 per day
1008	Animal Services	Municipal Contract Fees - Handling	Daily Fee Class C	\$23 per day	\$33 per day
1009	Animal Services	Municipal Contract Fees - Handling	Daily Fee Class D	\$23 per day	\$33 per day
1010	Animal Services	Municipal Contract Fees - Quarantine		\$18 per day	\$27 per day

TITLE 7 of the El Paso Municipal Code

7.12.020. Registration, vaccination, and microchips required.

- A. Dogs, cats and ferrets shall be registered, vaccinated and have an implanted microchip as provided in this title.
 - 1. No person who is a resident of the city shall have within the city for more than thirty days any dog, cat or ferret four months of age or older unless such dog, cat or ferret is currently registered with the program.
 - 2. No person who is not a resident of the city shall have within the city any dog, cat or ferret for more than ninety days unless such dog, cat or ferret is currently registered with program.
 - 3. No dog, cat or ferret shall be registered unless it has a current vaccination as is required by the director and an implanted microchip. A registration certificate and tag may be obtained from veterinarians who have obtained authority from the program to issue them, or from an employee at the center upon presentation of a certificate of current vaccination and evidence of microchip.
 - 4. No person shall have within the city any dog, cat or ferret four months of age or older for more than ten days unless such dog, cat or ferret is currently vaccinated against rabies.
 - 5. An ear tipped cat that has been processed through the trap-neuter-return protocol shall be exempt from the registration and microchip requirements of this chapter. A person who requests that the program implant a microchip into or register an ear tipped cat that has been processed through the trap-neuter-return protocol, shall pay the applicable fee authorized by City Council for said service.
 - 6. All city contracts involving other municipalities or government entities must be consistent with the requirements of this chapter.

El Paso, TX

Legislation Text

File #: 24-1424, 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

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

AGENDA LANGUAGE:

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

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso (the "City") and Village of Vinton, Texas ("Village of Vinton"), for the period of September 1, 2024 through August 31, 2025, for the City's Department of Animal Services to provide various animal services to the Village of Vinton.

CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: October 22, 2024
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Terry K. Kebschull, Animal Services Director (915) 212-8742

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 8 - Nurture and Promote a Healthy, Sustainable Community

SUBGOAL: 8.3 Enhance animal services to ensure El Paso's pets are provided a safe and

healthy environment

SUBJECT:

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso (the "City") and Village of Vinton, Texas ("Village of Vinton"), for the period of September 1, 2024 through August 31, 2025, for the City's Department of Animal Services to provide various animal services to the Village of Vinton.

BACKGROUND / DISCUSSION:

This is an Interlocal Agreement between the Village of Vinton and the City of El Paso, in which El Paso Animal Services agrees to receive each animal that the Village of Vinton delivers to the shelter. This includes animals brought by their respective animal control contractors or verified residents of Village of Vinton.

PRIOR COUNCIL ACTION:

A previous agreement was approved in May 2017.

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? __X_YES ___NO

PRIMARY DEPARTMENT: Animal Services

SECONDARY DEPARTMENT:

DEPART	MENT HEAD:		
	7 111111		

Terry K. Kebschull, Animal Services Director

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 (the "City") and Village of Vinton, Texas ("Village of Vinton"), for the period of September 1, 2024 through August 31, 2025, for the City's Department of Animal Services to provide various animal services to the Village of Vinton and for which the Village of Vinton shall pay to the City of El Paso ONE HUNDRED TEN AND NO/100 DOLLARS (\$110.00) and a daily handling fee of TWENTY-SEVEN AND NO/100 DOLLARS (\$27.00) for each dog or cat retrieved and an impound fee of SIXTY AND NO/100 DOLLARS (\$60.00) and a daily handling fee of THIRTY-THREE AND NO/100 DOLLARS (\$33.00), for any animal other than a dog or cat, such as but not limited to livestock, pig, or chicken ("Other Animal"), and EIGHTY-FIVE AND NO/100 DOLLARS (\$85.00) and a daily handling fee of THIRTY-THREE and NO/100 DOLLARS (\$33.00) for any horse retrieved from the Village of Vinton or by residents of the Village of Vinton, with the possibility for automatic renewal at the rates set forth in Schedule C to the City's Budget Resolution for the applicable fiscal year.

Approved this day of	2024.
	CITY OF EL PASO
	Oscar Leeser Mayor
ATTEST:	
Laura D. Prine, City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
ATTROVED AS TO FORM:	Zem/Klebahell_
Carlos L. Armendariz	Terry Kebschull, Director
Assistant City Attorney	Animal Services Department

HQ#: 24-3276-Animal Services | TRAN-593253 | Resolution - Village of Vinton - Interlcoal - (FY2025)| CLA

STATE OF TEXAS)	INTERLOCAL AGREEMENT BETWEEN
)	VILLAGE OF VINTON, TEXAS AND
)	CITY OF EL PASO, TEXAS
COUNTY OF EL PASO)	FOR ANIMAL SERVICES

THIS AGREEMENT is entered into between the CITY OF EL PASO, TEXAS ("City") and the VILLAGE OF VINTON, TEXAS ("Village of Vinton") by and through their duly authorized officials, pursuant to the Interlocal Cooperation Act.

RECITALS

WHEREAS, the City and Village of Vinton are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and

WHEREAS, the City of El Paso has a Department of Animal Services; and

WHEREAS, this Agreement for interlocal cooperation for the City to provide certain animal services to the Village of Vinton is necessary for the mutual advancement of the health and general welfare of the citizens of all jurisdictions concerned; and

WHEREAS, the Village of Vinton requests assistance from the City's Animal Services Department as the Village of Vinton has limited availability to house animals that it retrieves or other individuals or entities retrieve within the Village of Vinton; and

WHEREAS, the Village of Vinton desires to have the City's Animal Shelter Advisory Committee serve as the Village of Vinton's Animal Shelter Advisory Committee; and

WHEREAS, the Village of Vinton desires to have the Director of County Animal Welfare serve as the Local Rabies Control Authority for the Village of Vinton, as necessary pursuant to state law; and

WHEREAS, the Village of Vinton will make available and/or transfer to the City certain information, in conjunction with goods or services that are being provided by the City to the Village of Vinton, which is confidential and must be afforded special treatment and protection; and

FOR THESE REASONS, and in consideration of the mutual promises contained in this Agreement, the Village of Vinton and the City mutually agree as follows:

1. **SCOPE OF SERVICES.**

- 1.1 The City shall perform the following animal services by and through its Department of Animal Services under the terms and conditions hereinafter stated, and the Village of Vinton hereby accepts and agrees to the following terms and conditions:
 - 1.1.1 The City agrees to provide the following animal shelter services:
 - 1.1.1.1 The City may receive at the City's Animal Shelter located at 5001 Fred Wilson Road, El Paso, Texas 79906 (the "Shelter") each animal that is delivered to the Shelter by the Village of Vinton or by residents of Village of Vinton. The City may handle each animal that is delivered to the Shelter either by the Village of Vinton or by residents of Village of Vinton, whether it be in order to reunite said animal with its owner, quarantine, maintain evidence for a legal proceeding, or euthanize and dispose of said animal.
- 1.1.1.2 The City will accept up to ten (10) Community (trap-neuter-return) cats captured by the Village of Vinton or by residents of the Village of Vinton, collectively, per month. The City shall spay/neuter, vaccinate and ear tip those cats that are healthy enough to alter and that are not already altered, and the Village of Vinton or the residents of the Village of Vinton who trapped the cat, shall return the cat to the location where they trapped the cat. The Village of Vinton will pay a \$35 fee to the City for each cat that was delivered by the Village of Vinton, or by the residents of the Village of Vinton, that was spayed/neutered by the City. The City will send a monthly invoice to the Village of Vinton to receive this payment.
- 1.1.1.3 In order to facilitate ease of data sharing with the Village of Vinton for the purpose of identifying pet owners and potentially reuniting an animal with its owner without the Village of Vinton's need to take the animal to the Shelter, the City shall provide PetPoint access to the Village of Vinton for use by Village of Vinton Animal Control Officers. It is understood however that the Village does not presently employ an animal control officer and does not anticipate employing an animal control officer during the term of this contract. Both parties shall adhere to the provisions of Texas Health and Safety Code Sections 826.0211 and 826.0311.
- 1.1.1.4 The City's Mission Valley spay/neuter facility may be available to all Village of Vinton residents at the City's regular fee basis and those residents shall pay for said service.
- 1.2 The City will provide necessary training for employees utilized in providing services under this Agreement, as may be required by law or determined to be appropriate by the City, and

shall require all such personnel to maintain all required licenses and certifications in accordance with State and Federal laws.

- 1.3 The City and Village of Vinton agrees that in accordance with the provisions of any and all grants agreements or grant awards from federal and state agencies that are awarded on a county-wide basis, the City or Village of Vinton will provide services in the unincorporated areas of the County and all municipalities within El Paso County as required under the applicable grant provisions. Provided however, nothing in this Agreement shall obligate the City to perform services if the grant funds relating to a particular grant are not currently being paid to the City, and in any such instances, the Director of the City's Department of Animal Services shall give written notice to the Village of Vinton that the City is not providing the particular services for the reason that it has not received funding under the applicable grant. The City will provide written notice to the Village of Vinton of grant funding which becomes discontinued or terminated, and any election by the City not to seek the renewal of grants existing at the effective date of this Agreement.
- 1.4 Nothing within the terms of this Agreement shall require the City to purchase additional equipment or hire additional personnel in order to comply with the terms of this Agreement.
- 1.5 The City agrees that it will keep accurate records of all services provided to the Village of Vinton pursuant to this Agreement as part of its routine data collection processes and the City may also report data on its web site on a monthly basis.
- 1.5.1 For the purposes of this section the point of contact for the Village of Vinton is ANDREA CARRILLO, Village Administrator, at acarrillo@vintontx.us, 436 E. Vinton Rd., Vinton, TX 79821; (915) 886-5104. ADD CURRENT CONTACT. The Village of Vinton Contract Administrator is ANDREA CARRILLO, Village Administrator, at acarrillo@vintontx.us, 436 E. Vinton Rd., Vinton, TX 79821; (915) 886-5104. , until such time as the Village of Vinton notifies the City of a new point of contact and address for notice.
- 1.6 It is understood and agreed to between the parties that any portion of this Agreement providing for the delivery of public health and other services for which appropriate legal authority has not been granted to the City, shall be null and void and of no force and effect, and the City shall not be obligated to provide those services.
- 1.7 The Village of Vinton acknowledges that the City's stated goal for the City's Animal Shelter is to reach and sustain a no-kill status equivalent to a 90% live release rate by 2025. In order to achieve this goal, the City's animal welfare programs currently include the following: 1)

community cat/feral cat trap-neuter-return; 2) high-volume, low-cost spay/neuter; 3) rescue groups; 4) foster care; 5) comprehensive adoption programs; 6) pet retention; 7) medical and behavior programs; 8) public/community relations; 9) volunteers and 10) proactive redemptions. The City's Animal Shelter partners, including the Village of Vinton, shall aim to participate in these animal welfare programs within their respective jurisdictions. The Village of Vinton will, in good faith, attempt to comply with the City's stated animal life-saving efforts and shall not institute contrary programs, ordinances or policies to those listed in this paragraph, and shall not negatively affect the City's stated live-release goal.

- 1.8 Registration, vaccination, and microchips
- 1.8.1 Title 7 of the El Paso Municipal Code requires all City contracts involving other municipalities or government entities must be consistent with the requirements of Chapter 7.12.020
 Registration, vaccination, and microchips required.
- 2. <u>LOCATION OF PERFORMANCE</u>. The place where the City's services are to be performed is primarily at the Shelter and adoption centers.
- 3. **DESIGNATION OF ANIMAL SHELTER ADVISORY COMMITTEE.** The Parties agree that the currently established Animal Shelter Advisory Committee ("ASAC") will serve as the statutorily required advisory committee described in Section 823.005, Texas Health and Safety Code.
- 4. <u>TIMES OF PERFORMANCE</u>. The term of this Agreement is for a one year period beginning on the 1st day of September 1, 2024, regardless of the date of execution of this Agreement, and that term shall end on August 31, 2025.
- 4.1 This Agreement will automatically renew each year unless the parties execute a new agreement by August 31st for the next year of performance or unless either party terminates this Agreement within 30 days after the beginning of the next fiscal year. If the Agreement is automatically renewed, the rate for service shall be as set forth in Schedule C of the annual budget as approved by City Council for the respective fiscal year. Any change to the rate for service reflected by the City of El Paso's Schedule C shall be effective for the period beginning on September 1st of the next year of performance. All other terms and conditions of the Agreement shall remain in full force and effect. By way of example, the parties agree that if the City of El Paso adopts Schedule C in August of 2023, and said Schedule C changes any rate for service covered by this Agreement, said rate change shall be effective beginning on September 1, 2023

through August 31, 2024. For each year that this agreement will be automatically renewed, the City shall notify the Village of Vinton by August 1st of each year regarding proposed service rates set forth in Schedule C for the upcoming fiscal year. The parties understand that any rate provided prior to the El Paso City Council's adoption of Schedule C is merely a guide which may or may not be changed once the El Paso City Council approves Schedule C which will contain the actual rate for service. If, prior to September 1st, the Village of Vinton notifies the City that the new rates are unacceptable, the parties shall negotiate the new rates for the upcoming fiscal year by September 30th. This deadline may be extended until October 31st by agreement of the parties.

5. **COMPENSATION.**

5.1 The Village of Vinton agrees to pay the amount specifically addressed below in Sections 5.2 and 5.3. Within thirty days of receipt, the Village of Vinton agrees to pay the monthly invoice that is sent to the Village of Vinton by the City for the services described in this Agreement.

5.2 Fees:

a. DOGS & CATS - The Village of Vinton agrees to pay an impound fee of ONE HUNDRED TEN AND NO/100 DOLLARS (\$110.00) and a daily handling fee of TWENTY-SEVEN AND NO/100 DOLLARS (\$27.00) for each dog or cat retrieved from the Village of Vinton and delivered to the Shelter either by the Village of Vinton or by residents of Village of Vinton pursuant to Subsection 1.1.1.1 to this Agreement.

b. OTHER ANIMALS - The Village of Vinton agrees to pay an impound fee of \$60.00 and a daily handling fee of THIRTY-THREE AND NO/100 DOLLARS (\$33.00), for any animal other than a dog or cat, such as but not limited to livestock, pig, or chicken retrieved from the Village of Vinton and delivered to the Shelter either by the Village of Vinton or by residents of the Village of Vinton pursuant to Subsection 1.1.1.1 to this Agreement.

c. HORSE - The Village of Vinton agrees to pay an impound fee of \$85.00 and a daily handling fee of THIRTY-THREE AND NO/100 DOLLARS (\$33.00) for any horse retrieved from the Village of Vinton and delivered to the Shelter either by the Village of Vinton or by residents of the Village of Vinton pursuant to Subsection 1.1.1.1 to this Agreement.

5.3 In addition to the impound fee of \$110.00 per unowned animal retrieved from the

Village of Vinton and delivered to the Shelter by the Village of Vinton or by residents of the Village

of Vinton pursuant to Subsection 1.1.1.1 to this Agreement for those services rendered pursuant to Subsection 1.1.1.1 to this Agreement, the Village of Vinton also agrees to pay a daily quarantine fee of TWENTY-SEVEN AND NO/100 DOLLARS (\$27.00) for any unowned animal retrieved from the Village of Vinton and delivered to the Shelter either by the Village of Vinton that is suspected of having rabies, is pending a bite investigation, or is pending an animal cruelty investigation. Owned animals should be quarantined at a quarantine approved clinic or hospital. The City shall maintain detailed records supporting all billings and fee reimbursements and shall remit such information with its billings to the Village of Vinton.

- 5.4 The Parties acknowledge that the funds paid by the Village of Vinton pursuant to Sections 5.1 through 5.3 above may not be sufficient in the event of an unexpected occurrence such as an outbreak, epidemic (i.e. rabies) in the Village of Vinton. The Village of Vinton shall name a person to serve as a point of contact to discuss these types of public health threats, its intervention, and any additional costs that the Village of Vinton will need to pay to defray the resulting expenses. The Village of Vinton point of contact is the Andrea Carrillo, Village Administrator "at the Village of Vinton's address below until such time as the Village of Vinton provides another address for notice or point of contact in writing.
- 5.5 El Paso Animal Services will provide the Village of Vinton's point of contact a weekly inventory of animals from the incorporated areas of the Village of Vinton and delivered to the Shelter either by the Village of Vinton or by residents of the Village of Vinton pursuant to Subsection 1.1.1.1 to this Agreement.
- 6. PAYMENTS PURSUANT TO THIS AGREEMENT. All payments submitted under this Agreement shall be made payable to the City of El Paso, Attn: Financial Services, P.O. Box 1890, El Paso, TX 79950-1890, or to the address provided by the City to the Village of Vinton in writing in the event the City relocates without the need to formally amend this Agreement in the event of an address change. In addition to the compensation provided for herein, the City shall retain all proceeds received from inspection, permit, and animal registration fees collected in the County. If a payment is not received by the City within thirty (30) days of delivery of the invoice, the City may charge the applicable interest rate under the Texas Prompt Payment Act, pursuant to Texas Government Code Chapter 2251. In the event that the Village of Vinton accrues an arrearage on payment, the City Comptroller or any collection agency retained by the City to collect delinquent accounts may add a

collection fee of 21% to the account receivable if owing to the City for more than sixty (60) days, pursuant to the El Paso City Code, Ordinance 14700.

- 7. <u>LAW GOVERNING CONTRACT</u>. For purposes of determining the law governing the same, this Agreement is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in El Paso County, Texas.
- 7.1 Privileges and Immunities. All privileges and immunities from liability, exemptions from laws, ordinances and rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activities of officers, agents, or employees of the City when performing a function shall apply to such officers, agents, or employees to the same extent while engaged in the performance of any of their functions and duties under the terms and provisions of this Agreement.
- 7.2 Governmental Function. The Parties expressly agree that, in all things relating to this Agreement, the City is performing a governmental function, as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the City, which, in any way, pertains to or arises out of this Agreement falls within the definition of governmental function.
- 7.3 Exclusion of Incidental and Consequential Damages. Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, THE CITY WILL NOT BE LIABLE TO ANY OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE PARTY'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND including lost profits, loss of business, or other economic damage, and further including injury to property, mental anguish and emotional distress AS A RESULT OF BREACH OF ANY TERM OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CITY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.
- 7.4 Intentional Risk Allocation. Each of the Parties acknowledges that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the Parties.
- 8. <u>INDEPENDENT CONTRACTORS</u>. The City and the Village of Vinton are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer

and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither the City nor the Village of Vinton nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

9. **TERMINATION.** This Agreement may be terminated in whole or in part by either party upon thirty days written notice to the other party at the following addresses, or at a new address as provided in writing to the nonmoving party by a party which has moved its physical location within thirty (30) days of said relocation without the necessity of amending this contract:

CITY:

City of El Paso Attn: City Manager

PO Box 1890

El Paso, Texas 79950-1890

VILLAGE OF VINTON Attn: Village Administrator 436 E. Vinton Road Vinton, Texas 79821

- 10. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
- 11. **HEADINGS.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
- 12. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and no amendment, modification or alteration of the terms shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

(Signature pages follow)

Signature page for the City of El Paso, Interlocal Agreement between the City of El Paso and the Village of Vinton, Texas.

APPROVED this day	y of,	20
		CITY OF EL PASO
		Oscar Leeser Mayor
ATTEST:		
		a a
Laura D. Prine City Clerk		
APPROVED AS TO FORM:		APPROVED AS TO CONTENT:
		Jeny Kkebschill
Carlos L. Armendariz Assistant City Attorney		Terry Kebschull, Director Department of Animal Services

(Signatures continue on the following page)

Signature page for the County of El Paso, Interlocal Agreement between the City of El Paso and the Village of Vinton, Texas.

APPROVED this day of October, 2024

VILLAGE OF VINTON

Rachel Quintana
Mayor

APPROVED AS TO FORM:

Village of Vinton Clerk

Village of Vinton Attorney

Schedule C Proposal

Line No.	Department	Fee Description	Detail	FY23 Adopted	Proposed Change
1002	Animal Services	Municipal Contract Fees - Impoundment	Class A: Dog, Cat, Exotic, Ferret not requiring capture by division personnel, Each Animal	\$60	\$110
1003	Animal Services	Municipal Contract Fees - Impoundment	Class B: Goats, Sheep, Lambs, Pigs Sows, Shoats, Calves, Foals and Animals of the same Approximate Size and Weight, Each Animal	\$60	No Change
1004	Animal Services	Municipal Contract Fees - Impoundment	Class C: Horses, Ponies, Mules and Animals of Same Size and Weight, Each Animal	\$85	No Change
1005	Animal Services	Municipal Contract Fees - Impoundment	Class D: Exotic Animals: Requiring Capture by Division Personnel, Each Animal	\$85	No Change
1006	Animal Services	Municipal Contract Fees - Handling	Daily Fee Class A	\$18 per day	\$27 per day
1007	Animal Services	Municipal Contract Fees - Handling	Daily Fee Class B	\$23 per day	\$33 per day
1008	Animal Services	Municipal Contract Fees - Handling	Daily Fee Class C	\$23 per day	\$33 per day
1009	Animal Services	Municipal Contract Fees - Handling	Daily Fee Class D	\$23 per day	\$33 per day
1010	Animal Services	Municipal Contract Fees - Quarantine		\$18 per day	\$27 per day

TITLE 7 of the El Paso Municipal Code

7.12.020. Registration, vaccination, and microchips required.

- A. Dogs, cats and ferrets shall be registered, vaccinated and have an implanted microchip as provided in this title.
 - 1. No person who is a resident of the city shall have within the city for more than thirty days any dog, cat or ferret four months of age or older unless such dog, cat or ferret is currently registered with the program.
 - 2. No person who is not a resident of the city shall have within the city any dog, cat or ferret for more than ninety days unless such dog, cat or ferret is currently registered with program.
 - 3. No dog, cat or ferret shall be registered unless it has a current vaccination as is required by the director and an implanted microchip. A registration certificate and tag may be obtained from veterinarians who have obtained authority from the program to issue them, or from an employee at the center upon presentation of a certificate of current vaccination and evidence of microchip.
 - 4. No person shall have within the city any dog, cat or ferret four months of age or older for more than ten days unless such dog, cat or ferret is currently vaccinated against rabies.
 - 5. An ear tipped cat that has been processed through the trap-neuter-return protocol shall be exempt from the registration and microchip requirements of this chapter. A person who requests that the program implant a microchip into or register an ear tipped cat that has been processed through the trap-neuter-return protocol, shall pay the applicable fee authorized by City Council for said service.
 - 6. All city contracts involving other municipalities or government entities must be consistent with the requirements of this chapter.

Legislation Text

File #: 24-1425, 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 Josh Acevedo, (915) 212-0002

AGENDA LANGUAGE:

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

Rene Hurtado to the Greater El Paso Civic, Convention, and Tourism Advisory Board by Representative Josh Acevedo, District 2.



Board Appointment Form City Clerk's Office

CIT WE NOW		
Appointing Office	Representative Josh Acevedo, District 2	
Agenda Placement	Consent	
Date of Council Meeting	10/22/24	
Name of Board	Greater El Paso Civic, Convention	and Tourism Advisory Board
	Agenda Posting Language	
	rtado to the Greater El Paso Civic, Co ntative Josh Acevedo, District 2.	onvention and Tourism
Appointment Type	Regular	
	Member Qualifications	
See attached resume.		
Nominee Name	Rene Hurtado	
Nominee Email Address		
Nominee Residential Address		
Nominee Primary Phone Number		
Residing District	District 3	
City Employed Relatives	No.	
	Board Membership	
Greater El Paso Civic, Conv	ention and Tourism Advisory Board.	
	Real estate owned in El Paso County	
N/A		
Previous Appointee	Rene Hurtado	
Reason for Vacancy	Term Expired	
Date of Appointment	10/22/24	
Term Begins On	10/22/24	
Term Expires On	05/27/26	
Term	Second Term	

RENE HURTADO



Rene Hurtado is a healthcare and public policy executive with over 25 years of experience in both public and private healthcare sectors seeking a leadership role that will allow for increased responsibility and increased opportunities to affect positive change in communities, organizations and the lives of individuals and families.

SELECTED ACHIEVEMENTS

- Proven leadership role in the behavioral health sector by fostering growth through strategic
 planning and community collaboration to improve access through enhanced services such as
 expansion of crisis care and implementation of school-based children's services
- Increased profile of the mental health delivery system on local, state and national platforms though the power of storytelling
- Successful leveraging of limited local mental health funding leading to investment from private
 and public funding sources to launch new programming in both clinical services and wellness &
 prevention programs such as Crisis Intervention Teams in partnerships with law enforcement
 agencies and innovations in the delivery of Mental Health First Aid
- Launching innovative programming to meet the specialized needs of at-risk populations and communities in crisis during the COVID-19 pandemic and the aftermath of the El Paso Walmart mass shooting

PROFESSIONAL EXPERIENCE

Emergence Health Network, El Paso, TX

4/2008 to present

Chief of Staff

Responsible for leading the organization in implementing business development strategies and policy initiatives that raise awareness of Emergence Health Network and its services lines as the largest provider of behavioral health services in the region. Areas of responsibility include: proforma development for new business lines, multi-year strategic plan management and comprehensive communication strategies. This role supervises the following departments: Human Resources, Communications & Marketing, Grants & Business Development, Consumer Information Call Center, Government Relations, and Training & Professional Development.

Spectrum Communications, El Paso, TX

Director, Public Affairs

Responsible for Spectrum's government relations and community relations programs. Worked with federal, state and local officials to educate and inform constituencies regarding telecommunications legislation. Oversaw the company's political action committee and worked to educate workforce on governmental affairs issues. Also administered the company's charitable giving program focusing on education, the arts and economic development.

Hospitals of Providence – Tenet Healthcare, El Paso, TX

Director, Marketing & Communications

Responsible for the development and implementation of the hospital system's marketing and community relations initiatives. Supported all the system's business development activities to include advertising, payor relations and physician engagement. Coordinated the hospitals' response during internal/external crisis.

EDUCATION

University of Texas at El Paso Master of Business Administration

• General Management Emphasis

Bachelor of Arts

Communications Major with an emphasis on public relations/advertising

- Recipient of UTEP Presidential Scholarship
- Recipient of Scripps-Howard Academic Scholarship

COMMUNITY COMMITMENT

- Chair Public Relations Committee, Board of Directors, Paso Del Norte Health Foundation
- Chair, National Communications Committee, National Association of County Behavioral Health & Developmental Disabilities Directors
- Chair, Greater El Paso Chamber of Commerce Leadership El Paso
- Chair, Greater El Paso Chamber of Commerce Quality of Life Committee
- Member, City of El Paso Community Development Block Grant Steering Committee
- Member, Board of Directors, Creative Kids
- Member, Board of Trustees, County of El Paso Risk Pool Board
- Member, Creative Cities Leadership Group, City of El Paso
- Graduate, Mexican American Legal Defense Fund Leadership Program
- Member, Advisory Board, El Paso 211

LANGUAGES

• Bilingual (English and Spanish)

Legislation Text

File #: 24-1453, 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, Mayor Oscar Leeser, (915) 212-0021

AGENDA LANGUAGE:

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

Emma Acosta to the El Paso Housing Finance Corporation by Mayor Oscar Leeser.



Board Appointment Form

Appointing Office	Mayor Oscar Leeser	
Agenda Placement	Consent	
Date of Council Meeting	10/22/24	
Name of Board	El Paso Housing Finance Corporation	
	Agenda Posting Language	
Re-appointment of Emma A Oscar Leeser.	costa to the El Paso Housing Finance Corporation by Mayor	
Appointment Type	Regular	
	Member Qualifications	
Nominee Name	Emma Acosta	
Nominee Email Address	Emmaacosta617@gmail.com	
Nominee Residential Address		
Nominee Primary Phone Number		
Residing District	District 3	
City Employed Relatives	N/A	
	Board Membership	
El Paso Housing Finance C	orporation	
	Real estate owned in El Paso County	
Previous Appointee	Emma Acosta	
··	Emma Acosta Term Expired	
Reason for Vacancy		
Reason for Vacancy Date of Appointment	Term Expired	
Previous Appointee Reason for Vacancy Date of Appointment Term Begins On Term Expires On	Term Expired 10/22/24	



Professional Summary

Accomplished and energetic Administrator with a solid history of achievement in Management of large organizations. Motivated leader with strong organizational and prioritization abilities. Areas of expertise include public speaking, Critical Thinking, Judgment and Decision Making, Personnel and Human Resources Management, Management of Financial Resources, Transportation Operations Analysis and Bi-lingual in English and Spanish.

Education

Webster University, St. Louis, MO MBA University of Texas at El Paso (UTEP) BBA May 2004

May 1994

Experience

PRESIDENT/OWNER EMMACOSTA CONSULTING SERVICES

01/2004 to Present

Provide consulting services to small businesses and nonprofit agencies in the areas of public relations, marketing, management, grant writing. Develop media and marketing plans that would meet the needs and budget of businesses. Analyze and develop workflow techniques for efficiency and effectiveness. Develop human resource policies as needed, train employees on policies, use of Microsoft software, Outlook. Assist in government relations or business issues. Services provided to nonprofit and for-profit businesses and agencies.

Executive Director

Books Are Gems - El Paso, TX

TX01/2019 to Present

Responsible for planning, organizing, and directing the organization's operations and programs. Develop and implement consistent inventory and cost accounting policies, procedures, and operational reporting metrics. Oversee and report on the organization's results for board of directors. Prepare accurate and timely analyses that capture and communicate fundraising results, variances, and performance trends. Provide leadership to and manage the efforts of staff to ensure appropriate support of organization. Supervise the development of operations-based financial modeling. Coordinate and lead annual budget reviews, monthly and quarterly reviews, and periodic forecast updates. Ensure that services and funding relationships are robust enough to meet or exceed strategic goals and objectives. Research grant opportunities for the organization, write grants to local, state, federal governments as well as various foundations, local businesses, and community leaders. Develop fundraising initiatives with other organizations. Develop and maintain database of books provided to children and teachers in the southwest region.

City Representative

06/2008 to 06/2017

City of El Paso – El Paso, TX

Served two years as Mayor Pro Tempore and Two years as Deputy Mayor Pro Tempore. Considerable knowledge of city organizational structures, extensive public speaking in English and Spanish with the public, members of the media, the general public and other elected officials with various levels of government to include local, state, and federal officials. Develop public relations strategies using various marketing and media outreach, staff management, grant writing, media and other areas that may be requested. Coordinate meetings with other elected officials, various civic and community organizations, lobbyists, and individual members of the public. Initiated, programmed, and executed city wide projects such as the Welcome Home Vietnam Veterans for over 2,000 Vietnam Veterans all funded by the private sector. Represent the City in other organizations and public events, as necessary.

Executive Assistant

01/2005 to 12/2005

County of El Paso – Commissioner's Court

Assigned to Commissioner for Precinct 3. Coordinate meetings with other elected officials, various civic and community organizations, lobbyists, and individual members of the public to provide input on Commissioner and County issues. Meet with other departments on issues related to the Precinct and weekly commissioners court

Emma Acosta Resume Page 1 of 3

EMMA ACOSTA

agenda. Respond to citizens issues and assist in resolving issues, attend meetings and represent the commissioner on boards and committees.

Business Instructor

Academy School of Careers

01/2005 - 01/2008

Develop lesson plans that encourage students to engage in the subject by encouraging questions, developing presentations that are interesting. Instruct students on material needed to earn their class credits. Teach basic skills encompassing management, supervision, accounting and math skills, Business English, introduction to Microsoft office, proper email techniques, help students prepare and study for lesson plans. Assess students via testing and classroom participation. Create lesson plans and modify accordingly throughout the year. Maintain grade books. Assist students with additional tutoring, if necessary, to keep the student in school and accomplishing their goal. Provide general business classes including ethics in business, management, supervision, and the roles of business entrepreneurs.

Grade papers and perform other administrative duties as needed.

DIRECTOR of Environmental Services

01/1994 to 01/2004

City of El Paso – El Paso, TX

Direct all department operations to include Formulate, analyze, and manage a \$25 million operating/revenue budget and approximately \$11 million capital budget. Lead a staff of approximately three hundred employees including professional, paraprofessional, and labor personnel in providing services to approximately 140,000 residential customers, and approximately 2,000 commercial customers. Ensure compliance of all local, state, and federal environmental laws, implement employee safety programs including CDL drug testing policies & programs to minimize worker compensation costs, market development of services, short- and long-range planning and forecasting. Established Public Awareness Campaigns utilizing diverse types of media such as television, radio, newspaper, billing inserts, and community outreach. Coordinated efforts of several agencies in county wide community projects and enforcement efforts.

ADMINISTRATIVE ANALYST - OFFICE OF MANAGEMENT & BUDGET

01/1992 to 01/1994

CITY OF EL PASO, TX – El Paso, TX

Met with assigned departments to develop, monitor, and implement annual budgets as well as special revenue budgets. Departments included finance, Airport, Purchasing, Economic Development. Internal Service Funds, Worker compensations fund, employee health fund, unemployment insurance fund. Developed, monitored, and analyzed Health and Worker Compensation Funds, determined annual budgets and revenue forecasting for developing employee health premiums. Conducted rate analysis for implementing user fees for several departments including Solid Waste Management, Parks, Internal Service Departments, and other city fees. Developed program, budgeted, implemented, and supervised and maintained city's fixed Assets and information system.

ADMINISTRATIVE ANALYST - Public Works Department

01/1990 to 01/1992

City of El Paso – El Paso, TX

Analyzed departments requests for capital projects, Developed, project list and associated budget, monitored City's Capital Project List for Bond Sales Developed and implemented rate structure for Equipment Maintenance Internal Charges to user departments, developed budget and analyzed expenditures monthly, quarterly, and annually. Assisted public works departments such as public works, streets, permits, inspections, transportation, environmental services, and fleet services in developing annual budget, monitoring budgets, and addressing unforeseen needs. Kept abreast of state and national laws, rules and regulations pertaining to the Public Works group of departments. Informed Director and department heads as to changes, operational costs based on changes in laws, and implementation strategies. Met with local, state, and federal elected officials on issues pertaining to the various departments. Met with lobbyists to determine addressing issues of concern on laws that were pending.

Developed budget, monitored, and Implemented National Pollutant and Discharge Elimination System (NPDES) permit for storm water project. Met with consultants and citywide department heads and elected officials.

Emma Acosta Resume Page 2 of 3

EMMA ACOSTA

FINANCIAL SYSTEMS ANALYST

01/1985 to 01/1990

CITY OF EL PASO Financial Services - El Paso, TX

Developed methodology for all input of financial data into city's financial information system, supervised data entry personnel, monitored entries into the systems general ledger, developed special ad hoc reports for various financial needs of management. Information systems included Accounting, Payroll, Pension, Internal Charges, Bank reconciliation. Developed interface system with financial banking system and the city's financial system for accountability and efficient bank balance and bank reconciliations. Ensured all financial programs functioned for proper accounting controls and reporting Developed and Implemented city wide Cashier System, Documented system information and trained users. Met with users at all levels from department heads to clerical staff, trained users on interpretations of system reports, and developed reports as per requests. Recommended changes to city's Comprehensive Financial Annual Report (CAFR) as well as system requirements according to Generally Accepted Accounting Standards (GAAP)

Former Affiliations

Metropolitan Planning Organization — Board Member
City of El Paso Financial and Audit committee member
Texas Municipal League Board of Directors
National Association of Latin Elected & Appointed Officials - member
National Association of Human Resource Management — Member
City of El Paso Employees' Pension Board — Member
Evolve Federal Credit Union, 1st Vice President

Current Affiliations

Association of University Women - member University of Texas El Paso Alumni Association member Webster University - Mentors program member

Boards

Bien Vivir Health Services — Past President
City of El Paso Bond Oversight Advisory Committee Member
Assoc. of Vietnam Veterans — Secretary & Newsletter Editor
League of Women Voters — Board Member
LULAC — Council 22269 President
Welcome Home Vietnam Veterans Committee - Chair

Cielo Vista Neighborhood Association Member Texas League of United Latin America Citizens, Persons with Disabilities Committee, Chair

Awards & Recognitions

Downtown Management District - Professionalism Award-2004
Texas Legislator of the Year - Texas Vietnam Veterans of America - 2017,
El Paso Pride Award - 2002
State of Texas Governor's Award - 2003
Ft. Bliss Environmental Award-2003

Emma Acosta Resume Page 3 of 3

Legislation Text

File #: 24-1486, 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, Mayor Oscar Leeser, (915) 212-0021

AGENDA LANGUAGE:

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

Luis Miranda to the Regional Renewable Energy Advisory Council by Mayor Oscar Leeser.



Board Appointment Form City Clerk's Office

CITY OF EL PASO	s Office
Appointing Office	Mayor Oscar Leeser
Agenda Placement	Consent
Date of Council Meeting	10/22/24
Name of Board	Regional Renewable Energy Advisory Council
	Agenda Posting Language
Re-appointment of Luis Mira Mayor Oscar Leeser.	nda to the Regional Renewable Energy Advisory Council by
Appointment Type	Regular
	Member Qualifications
Nominee Name	Luis Miranda
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Residing District	District 8
City Employed Relatives	N/A
	Board Membership
Regional Renewable Energy	y Advisory Council 03/03/2022 - 03/03/2024
	Real estate owned in El Paso County
N/A	
Previous Appointee	Luis Miranda
Reason for Vacancy	Term Expired
Date of Appointment	10/22/24
Term Begins On	03/03/24
Term Expires On	03/03/26
Term	Second Term

Luis Miranda

SKILLS

I am extensively familiar with environmental issues and the accompanying political landscape in the El Paso region.

I am a native Spanish speaker with command of both the Spanish and English language.

I have three years of experience interpreting for interviews in real time, transcribing and translating audio, translating text, and providing real time interpretation for events.

I am skilled at communication, including managing and working collaboratively with groups.

Have several years of experience engaging the public in educational efforts on climate issues.

I am a proficient writer in both English and Spanish, including journalistic writing, editorial writing, and script-writing for *The Globe and Mail*, Associated Press, Tejano Tribune and Border Peace Presence.

I have experience in video editing, and adapt quickly to new softwares.

EXPERIENCE

Ground Game Texas

Campaign Manager

January 16, 2022 - Present

- Lead signature gathering efforts in El Paso by managing staff, collecting signatures directly, recruiting and supporting volunteers, and working with allied organizations;
- Work with the Deputy Campaign Manager to develop an effective signature gathering strategy;
- Build relationships with local community organizations and stakeholders;
- Support additional voter contact efforts, including mail, phone, and text programs, in coordination with GGTX leadership;
- Help hire, train, direct, and manage a team of organizers;
- Effectively educate voters about a complex issue;
- Identify the most efficient modes of signature collection to meet our goal;
- Support efforts to verify petition signatures and prepare for ballot submission;
- Following qualification for the ballot, support election efforts for the November 2022 election, including voter contact, voter registration, and get out the vote programs.
- Serve as the local representative for Ground Game Texas (GGTX);
- Work with GGTX leadership to develop an action plan and meet weekly to chart progress in areas including: communications and outreach, volunteer recruitment, petition signature gathering, data

- collection, community partnerships, voter registration, and get out the vote.
- Work with GGTX leadership to select and supervise consultants on issues like literature creation, graphic design, and video production.

Oil Change International

Contracted Translator

September 30, 2021 - December 14, 2021

- Provided all Spanish translations for the international audience of website "permianclimatebomb.org"
- Created my own schedule and ensured deadlines were met
- Become intimately familiar with Permian Basin fracking operations and their entire line of production from extraction to shipping in order to translate accurately for international audiences.

Texas RioGrande Legal Aid, 1331 Texas Avenue (El Paso, TX)

Contracted translator

February 2020

- Translate legal documents in a timely manner, with the utmost care for the legal language.
- Go through the legally required revisions to officially certify the translation of the legal document
- Provide and manage my own schedule and hours

The Globe and Mail, 351 Kingstreet East Suite 1600 (Toronto, ONT)

Contracted Fixer, Translator, and Contributor

July 2018 - November 2019

- Provide contacts and guide correspondent through El Paso and Cd.
- Provide additional reporting on immigration and border politics
- Provide real time interpretation, translate and transcribe audio, and translate text

Legislation Text

File #: 24-1474, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

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AGENDA LANGUAGE:

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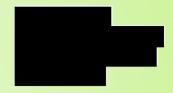
Suzanne Dipp to the Tax Increment Reinvestment Zone Number 5 by Mayor Oscar Leeser.



Board Appointment Form

City Clerk's	s Office
Appointing Office	Mayor Oscar Leeser
Agenda Placement	Consent
Date of Council Meeting	10/22/24
Name of Board	Tax Increment Reinvestment Zone Number 5
	Agenda Posting Language
Appointment of Suzanne Dip Oscar Leeser.	p to the Tax Increment Reinvestment Zone Number 5 by Mayor
Appointment Type	Regular
	Member Qualifications
See attached resume.	
Nominee Name	Suzanne Dipp
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Residing District	District 8
City Employed Relatives	N/A
	Board Membership
N/A	
	Real estate owned in El Paso County
Previous Appointee	Debra Fraire
Reason for Vacancy	Term Expired
Date of Appointment	10/22/24
Term Begins On	05/01/24
Term Expires On	04/30/26
Term	First Term

Suzanne Dipp



My El Paso Awe Inspirations:

- Paul, Ali and Celine wow!
- Glorious contours of Mexican and the American Rocky Mountains
- The ever-changing ombres from sunrise to sunset
- Our kindhearted and generous locals
- Beautiful central EP historic architecture
- Eclectic coupling of two great cultures and the native strength of navigating diverse realities
- Unparalleled American resilience in the forging of culture and history throughout the centuries
- So many claims to fame yet El Paso remains so humble
- Delicious flavors
- The access to know all types of Texas characters – from Congressmen to the convicted!

While honoring my family and El Paso community legacies through my work, I aim to utilize and grow my skillset and knowledge in promoting beauty, enduring substance, and rare value.

I enjoy the tug and pull between the fervent pursuit of dreams and the balance of restraint.

Entrepreneur

- Texas Real Estate Broker, Real Estate licensed (1990-Present, California, Texas)
- Commercial Property Manager (CPM) Institute of Real Estate Management
- President, Sisu Environ Development (Real Estate), Sisu Environ (Design), Rio Foods Co. (Food Service - Butcher Shop selling premium offals since 1967)
- Managing Principal, Plaza Properties (Portfolio Property Management)
- Principal/Design and Functional Operations/Customer
 Experience, Economy Wholesale Grocers

Civic Involvement – most recent

- Founder/Community Liaison, Sunrise Civic Group, Uptown El Paso focus on sustainable, safe and quality civic development (2020-Present)
- o **Downtown + Uptown Plan**, Committee Member
- o **Downtown Deck Park Plan.** Committee Member
- o FBI Citizens Academy
- o El Paso Police Citizens Academy

• Civic Projects – not so recent, but dear to my heart

- El Paso Museum of History, Board Chair and Museum Spokesperson for the Bond Election of 2000, worked two solid years to successfully preserve El Paso history in the heart of our downtown
- El Paso's Heritage Week Festival Founder and Director, 501C3 organization promoting El Paso's culture, history and natural beauty engaging EP City Government Departments, EP County Government, UTEP Departments, local clubs and individuals in furthering development of tourism economics, infrastructure and downtown revitalization. Celebrated annually building to 90 events throughout ten days (1998-2004)

Education

- UTEP, MA Political Science (2005-?) Only Thesis remains 4.0
 GPA
- o Loyola Marymount University BBA Entrepreneurship (1988)
- Continuing Education Real Estate since 1990
- o **Environmental Design** Interior/Exterior

Legislation Text

File #: 24-1489, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

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AGENDA LANGUAGE:

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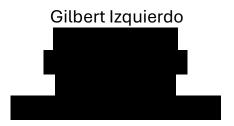
Gilbert Izquierdo to the Tax Increment Reinvestment Zone Number 5 by Mayor Oscar Leeser.



Board Appointment Form

City Clerk	s's Office	
Appointing Office	Mayor Oscar Leeser	
Agenda Placement	Consent	
Date of Council Meeting	10/22/24	
Name of Board	Tax Increment Reinvestment Zone Number 5	
	Agenda Posting Language	
Appointment of Gilbert Izqui Mayor Oscar Leeser.	ierdo to the Tax Increment Reinvestment Zone Number 5 by	
Appointment Type	Regular	
	Member Qualifications	
See attachment		
Nominee Name	Gilbert Izquierdo	
Nominee Email Address		
Nominee Residential Address		
Nominee Primary Phone Number		
Residing District	District 8	
City Employed Relatives	N/A	
	Board Membership	
N/A		
	Real estate owned in El Paso County	
Previous Appointee	VACANT	
Reason for Vacancy	Term Expired	
Date of Appointment	10/22/24	
Term Begins On	05/01/24	
Term Begins On Term Expires On	05/01/24 04/30/26	





Mr. Gilbert Izquierdo works for Southwestern Mill Distributors and has been the Sales Manager for the past 19 $\frac{1}{2}$ years.

Member of the Sunrise Civic Group- Director

Legislation Text

File #: 24-1481, 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 Henry Rivera, (915) 212-0007

AGENDA LANGUAGE:

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Isabel Montoya to the Open Space Advisory Board by Representative Henry Rivera, District 7.



Board Appointment Form City Clerk's Office

OTT OF ECONO			
Appointing Office	Representative Henry Rivera, Dist	rict 7	
Agenda Placement	Consent		
Date of Council Meeting	10/22/24		
Name of Board	Open Space Advisory Board		
	Agenda Posting Language		
Appointment of Isabel Monto	ya to the Open Space Advisory Boar	d by Representative Henry	
Appointment Type	Regular		
	Member Qualifications		
Please see resume			
Nominee Name	Isabel Montoya		
Nominee Email Address			
Nominee Residential Address			
Nominee Primary Phone Number			
Residing District	District 7		
City Employed Relatives	N/A		
	Board Membership		
N/A			
	Real estate owned in El Paso County		
N/A			
Previous Appointee	Isela Castanon Williams		
Reason for Vacancy	Removed		
Date of Appointment	10/22/24		
Term Begins On	05/01/24		
Term Expires On	01/30/26		
Term	Unexpired Term		

ISABEL MONTOYA

OBJECTIVE

Participate in the City of El Paso's Youth Advisory Board regarding issues that impact the city's youth and identify problems that need our city's attention.

WORK EXPERIENCE

City of El Paso Ability Fellows Program

El Paso, TX

October 2024

Currently participating in a fellowship designed for youth and young adults with disabilities. I am gaining work experience and professional development with the Sergio Troncoso Public Library.

Civic Engagement Training & Community Action Program

El Paso, TX

May 2023 to Present

Engage in civil discourse and dialogue with representatives from local, state, and federal government regarding issues important to self-determination and inclusion in the community life, focusing primarily on better employment opportunities for people with disabilities. Attend in-class training to cover the history of the disability rights movement, advocating, and other issues.

Salvation Army Bell Ringer

El Paso, TX

October 2007 to December 2007

Reported to the assigned location and ensured that the red kettle was never left unattended. Greeted the public in a courteous and friendly manner. Followed instructions with limited supervision. Rang small handbell and was responsible for bell and apron and received donations in the kettle. Learned the mission and protocol of the Salvation Army and completed other duties as needed.

VOLUNTEER EXPERIENCE

UTEP Literacy Camp

El Paso, TX

October 2015 to December 2015

Assisted elementary school students with disabilities with schoolwork and explained to parents how they could work with their children. This was a bilingual position.

CLASSROOM AND DAYCARE OBSERVATIONS

Alicia R. Chacon International

El Paso, TX

October 2016 to November 2016

Empowering Kids Learning and Day Care Center

El Paso, TX

April 2015 to May 2015

YWCA University Heights Early Learning Academy

El Paso, TX

October 2014 to November 2014

Ysleta Elementary School

El Paso, TX

February 2011 to May 2011

Capistrano Elementary School

El Paso, TX

January 2011 to February 2011

Evaluated classroom management and instructional techniques. Developed insight into the effectiveness of various teaching strategies and methods to engage students. Observed how effective discipline strategies can lead to peaceful resolutions of classroom disruptions. Engage in discussions about diverse teaching methods used to cover the curriculum and course design. Analyzed assessments of student learning through various instructional methods, testing, and activities.

EDUCATION

University of Texas at El Paso

El Paso, TX

May 2018

Bachelor of Interdisciplinary Studies

El Paso Community College

El Paso, TX

December 2011

Associate of Arts

El Paso Community College

El Paso, TX

December 2011

Associate of Arts in Teaching (EC-6)

SKILLS AND ABILITIES

Team Player

Creative

Punctual

Bilingual – english /spanish

Good written and oral communication skills

Effectively manage projects by setting goals and reminders

REFERENCES

Available Upon Request

Legislation Text

File #: 24-1452, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

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AGENDA LANGUAGE:

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Elsa Borrego to the Civil Service Commission by Mayor Oscar Leeser.



Board Appointment Form

City Clerk's	Office Appointment Form
Annaiuting Office	Mayor Occar Locars
Appointing Office	Mayor Oscar Leeser Consent
Agenda Placement	
Date of Council Meeting	10/22/24
Name of Board	Civil Service Commission
	Agenda Posting Language
Appointment of Elsa Borrego	to the Civil Service Commission by Mayor Oscar Leeser.
Appointment Type	Regular
	Member Qualifications
See attached BIO.	
Nominee Name	Elsa Borrego
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Residing District	District 8
City Employed Relatives	N/A
	Board Membership
Committee on Border Relation	ns 06/01/2024 - 05/31/2026
	Real estate owned in El Paso County
	Real estate owned in El Paso County
	Real estate owned in El Paso County
Previous Appointee	Real estate owned in El Paso County Vacant
Previous Appointee Reason for Vacancy	
	Vacant
Reason for Vacancy	Vacant Term Expired
Reason for Vacancy Date of Appointment	Vacant Term Expired 10/22/24

Elsa Borrego is a proud, born and raised, first generation American, El Paso "boomerang." She has over 20 years of experience turning workplace challenges into opportunities for growth. She has developed and implemented innovative HR strategies that elevate the employee experience by focusing on culture transformation, employee engagement, enhancing talent development and championing employee well-being for global companies such as Bank of America & USAA in San Antonio and Helen of Troy and GECU in El Paso.

Elsa strongly believes that to whom much is given, much is expected. Her passion for philanthropy, charitable work and shaping diverse, inclusive and equitable work environments & communities is what led her to her current role as Chief People Officer at El Pasoan's Fighting Hunger Food Bank. In this role, Elsa oversees the HR needs of the growing organization and is leading the development of Workforce Development programs.

She holds a Bachelor's degree in Business Management and a Master's of Science in Adult Education and Training from the University of Phoenix. Elsa is active in the community, having served on the El Paso Chamber and American Red Cross board, and is currently serving on the El Paso Children's Hospital and Executive Forum board. She is a servant leader and has given of her time and talents by facilitating strategic planning sessions and leadership development workshops for the Paso del Norte Community Foundation, El Paso Children's Grievance Center, El Paso County, El Paso Chamber Leadership Class and Baracuda PR Firm. She is a proud graduate of Leadership El Paso, class 40 and is currently participating in the Leadership Texas class of 2024.

Legislation Text

File #: 24-1467, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

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AGENDA LANGUAGE:

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Jose M. Limón to the AmeriCorps Seniors Advisory Council by Mayor Oscar Leeser.



Board Appointment Form

City of EL 2050	's Office		
Appointing Office	Mayor Oscar Leeser		
Agenda Placement	Consent		
Date of Council Meeting	10/22/24		
Name of Board	Americorps Seniors Advisory Council		
	Agenda Posting Language		
Appointment of Jose M. Lim Leeser.	ón to the AmeriCorps Seniors Advisory Council by Mayor Oscar		
Appointment Type	Regular		
	Member Qualifications		
Nominee Name	Jose M. Limón		
Nominee Email Address			
Nominee Residential Address			
Nominee Primary Phone Number			
Residing District	District 7		
City Employed Relatives	N/A		
	Board Membership		
Zoning Board of Adjustment			
	Real estate owned in El Paso County		
Previous Appointee	VACANT		
Reason for Vacancy	Term Expired		
Date of Appointment	10/22/24		
Term Begins On	10/23/24		
Term Expires On	10/22/26		
Term	First Term		

JOSE M. LIMÓN

PROFILE

- •Proven human resources director with 40 years experience in the field, including 29 years in leadership and managerial positions.
- *Active community volunteer with the City of El Paso, County of El Paso and non-profit organizations
- *Effective collaborator confident working with groups and individuals at all organizational levels
- Excellent public speaker with strong writing skills

PROFESSIONAL EXPERIENCE

Human Resources Director 2005-2010

Directed a workforce of 200+ Department of Army civilians, soldiers and contractors providing the full range of human resources services to active army units assigned to Fort Bliss as well as Army Reserve and National Guard units mobilized to support the war effort:

- The Adjutant General division provided military human resources support to units assigned to Fort Bliss and William Beaumont
 Army Medical Center (WBAMC) as well as units mobilized at Fort Bliss. ID cards and casualty assistance services included
 retirees and veterans in the area.
- The Army Substance Abuse Program provided drug and alcohol prevention education as well as drug testing support to all
 units
- The Education Services Division worked with colleges and universities to offer post-secondary education programs to soldiers
 during their off-duty time. Worked with the Fort Bliss staff and the EPCC staff on the initial planning meetings to set up the
 new campus on Fort Bliss.
- The Administrative Services Division managed the Fort Bliss records holding program as well as the Privacy Act and Freedom
 of Information Act Programs.
- Administered a budget of over \$8 million annually.

Civilian Personnel Officer (CPO)

1994-2005

As the CPO, directed a staff that provided the full range of civilian human resources services to Fort Bliss and WBAMC workforce:

- Included wage administration, labor-management relations, staffing, incentive awards and employee development for 5000+ employees.
- Led the effort to regionalize the services provided that downsized the office with split responsibilities with a regional HQ.

Supervisory Personnel Management Specialist

1981-1994

Served as a Division Chief responsible for the wage and salary administration program at Fort Bliss and WBAMC.

Personnel Management Specialist

1971-1981

Hired as an intern under the Outstanding Scholar Program and promoted 4 times. The focus was on wage and salary administration.

EDUCATION

University of Texas at El Paso

Bachelor of Business Administration

1971

HONORS, AFFILIATIONS & LEADERSHIP

- Chairman of the City of El Paso Zoning Board of Adjustment
- Member of the Board for the Diocesan Migrant and Refugee Services.
- President and Treasurer of Border Toasters Club, Toastmasters International
- Volunteer in various capacities at Our Lady of Mount Carmel church
- Received the Meritorious Service Award, the second highest civilian award as well as several honorary and merit awards during my employment at Fort Bliss.
- Chair El Paso County Ethics Commission
- Chair Sheriff Civil Service Commission
- Chair Region 19 Education Service Center Board
- Chair of the Board for the United Way of El Paso County

Legislation Text

File #: 24-1471, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

AGENDA LANGUAGE:

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Andy Vargas to the Regional Renewable Energy Advisory Council by Representative Cassandra Hernandez, District 3.



Board Appointment Form City Clerk's Office

Appointing Office	Representative Cassandra Hernandez, District 3	
Agenda Placement	Consent	
Date of Council Meeting	10/22/24	
Name of Board	Regional Renewable Energy Advis	sory Council
	Agenda Posting Language	
Appointment of Andy Vargas	to the Regional Renewable Energy a Hernandez District 3.	Advisory Council
Appointment Type	Regular	
	Member Qualifications	
See resume.		
Nominee Name	Andy Vargas	
Nominee Email Address		
Nominee Residential Address		
Nominee Primary Phone Number		
Residing District	District 5	
City Employed Relatives	No	
	Board Membership	
N/A		
	Real estate owned in El Paso County	
N/A		
Previous Appointee	Wesley Lawrence	
Reason for Vacancy	Resigned	
Date of Appointment	10/22/24	
Term Begins On	03/03/24	
Term Expires On	03/03/26	
Term	Unexpired Term	
	-	

Andy Vargas-Hernandez

EDUCATION

THE WHARTON SCHOOL, THE UNIVERSITY OF PENNSYLVANIA

Philadelphia, PA

Master of Business Administration; Major(s): Management, Entrepreneurship & Innovation

2024

Board Member: Wharton Hispanic-American MBA Association (WHAMBAA) & Human Capital Club (HCC)

ST. MARY'S UNIVERSITY

San Antonio, TX

Bachelor of Business Administration; Major: Corporate Finance Management

2014

Honors/Awards: 2014 Presidential Award (Top 10 in class), Anita Benedetti Academic Scholarship, Dean's List/Council

PROFESSIONAL EXPERIENCE

NO BORDER VENTURES (NBV)

United States

Co-Founder & Managing Partner

November 2023 - Present

• A \$10M early-stage tech venture capital firm investing in the Southwest + Mountain (US) and parts of Latin America

ROBLE VENTURES
Palo Alto, CA
Senior Associate
Summer 2023

- Led due diligence on Human Enablement technology companies and assisted with sourcing on a weekly basis
- Built Roble Ventures first in-house dynamic Limited Partner dashboard to help visualize performance based on KPIs and provide context to past and current state as a tool for the firm during the raise of their second fund
- Created Roble Ventures first network database to help with easily identifying upstream and downstream investors, operators, and service providers; managed undergrad CS intern to help with AI ranking and identification project

MISSION ONE CAPITAL (M1C)

Philadelphia, PA

Venture Associate

Fall/Winter 2023

- Led two investments in the ClimaTech & Carbon Removal space and all aspects of due diligence. Company achieved a 2.4x valuation step up during Series A round for a \$45M post-valuation
- Evaluated new investment opportunities through qualitative and quantitative analysis such as market research, financial and cap table modeling, metrics analysis, and by conducting interviews with founder; assisted with fundraising diligence

LACONIA CAPITAL GROUP (LACONIA)

New York City, NY

Pre-MBA Associate

Summer 2022

- Led two B2B SaaS investment memos for seed stage investment opportunities; participated on all stages of due diligence. Lead investor in company for \$2.76M seed stage raise on a \$10M post-valuation and plans to raise Series A in 2024
- Developed a master database and dashboards using Airtable for the firm to use during quarterly investor reporting

AMAZON WEB SERVICES (AWS)

Seattle, WA

Lead Financial Analyst - Deals Desk Finance (DDF)

2019 - 2022

- Executed over 150+ deals (total value of \$70B+), including investment thesis approved by CFO & Board of Directors
- Led financial analysis for several commercial & highly classified-public sector private pricing deals in the cloud space
- Built and developed first Center for Excellence Program, a one-year training program for new/experienced hires in DDF
- Created new business vertical between Business Development & DDF team for investment & partnership opportunities

Financial Analyst – Treasury

• Managed Americas daily cash positioning book with +\$2B in cash, leading monthly expenditures/capital project meetings

• Launched first in-house Overdraft Lines Program, negotiated activation of 400 global overdraft lines with \$8B in total coverage and automated report via machine learning alongside Senior Technical Program Manager

ANDEAVOR CORPORATION (ANDV) NKA. Marathon Petroleum Corporation *Financial Analyst – Treasury*

San Antonio, TX 2014 - 2019

- Co-led with VP of Treasury and CFO, the creation of marketing materials for financial institutions/investors for Andeavor Logistics (ANDX) \$5.6B acquisition of Western Logistics (WNRL)
- Ran scenario analysis for accretion/dilution for \$1.55B dropdown to ANDX (storage, gathering, and transportation assets)
- Modeled multiple distribution growth scenarios for CFO and VP of Finance on ANDX quarterly distribution declaration
- Developed interest savings analysis, presentation materials, and credit rating agency hybrid instrument cap tables
- · Owned corporate short-term cash forecast model, providing variance explanations to CFO and Treasurer
- Created discounted cash flow analysis for ANDV/ANDX & WACC calculation for use on growth acquisition projects
- Designed credit metric grid for company benchmarking for Fitch & Moody's rating methodology
- Led share repurchase program of nearly \$1B with external institutions and internal organization groups

Financing Transactions – *Debt and Equity Deals*

ANDV \$1.0B & ANDX \$1.75B debt offering | ANDX \$600M preferred equity offering | \$5.6B ANDX & WNRL Merger

Trading Analyst - Carbon & Renewables Commodities Trading Team

- Managed alongside senior director a \$3B renewable trading portfolio to hedge against the company's compliance obligations with the government (included RINs, carbon credits, and Low Carbon Fuel Standard credits)
- Built, with senior director, position & forecasting models for environmental products (RINs, carbon credits, and LCFS)
- Performed technical analysis of RINs ST & LT pricing model for auction bidding strategies
- Led \$50M cost-avoidance project with Counsel of Federal Government Affairs, VP and Directors of Specialty Products
- Created position forecasting models and sensitivity analysis for ethanol and biodiesel RINs, carbon and LCFS books
- Represented company at Annual Cap and Trade renewables conference in California with managing counsel and lobbyist

UBS INVESTMENT BANK Investment Banking Analyst – Global Power & Renewable Energy NYC - Summer 2013

ADDITIONAL INFORMATION

Toigo Fellow | Kapor Fellow | LatinxVC Fellow | Hispanic Scholarship Foundation Scholar | Tyson Clark Scholar | Skills: Deal execution, business development, negotiations, financial planning & modeling, data analytics, project management, AirTable, Notion, Affinity, Harmonic.AI, SAP, SQL, Power BI, Kyriba, RPA (Level 1)

Proficient in Spanish, English, and Mandarin (basic)

Legislation Text

File #: 24-1479, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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AGENDA LANGUAGE:

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Dr. Raquel Ellis to the Animal Shelter Advisory Committee by Mayor Oscar Leeser.



Board Appointment Form

	k's Office							
Appointing Office	Mayor Oscar Leeser							
Agenda Placement	Consent							
Date of Council Meeting	10/22/24							
Name of Board	Animal Shelter Advisory Committee							
	Agenda Posting Language							
Appointment of Dr. Raquel Leeser.	Ellis to the Animal Shelter Advisory Committee by Mayor Oscar							
Appointment Type	Regular							
	Member Qualifications							
See attached BIO.								
Nominee Name	Raquel Ellis							
Nominee Email Address								
Nominee Residential Address								
Nominee Primary Phone Number								
Residing District	District 2							
City Employed Relatives	N/A							
	Board Membership							
N/A								
	Real estate owned in El Paso County							
Previous Appointee	Loretta Hyde							
Reason for Vacancy	Resigned							
Date of Appointment	10/22/24							
Term Begins On	06/25/21							
Term Expires On	06/23/25							
Term	Unexpired Term							
	STISTER OF THE							

Dr. Raquel Ellis

Raquel Ellis was born and raised in El Paso, Texas. She obtained her Bachelor's degree in Animal Science from New Mexico State University and was then accepted to Ohio State University where she earned her Doctor of Veterinary Medicine. While in Veterinary school Dr. Ellis worked in the ICU and realized she had an interest in emergency medicine and critical care. Having worked in general practice during the pandemic, she was once again exposed and served clients in emergency care which reignited her interest and excitement.

She is thrilled to realize her vision of veterinary urgent care, filling the gap between general practice and emergency medicine while serving the hometown community that she loves. Dr. Ellis enjoys witnessing the power of the human-animal bond and is honored to get to be a part of those special bonds daily. Dr. Ellis, fondly referred to as Dr. Rock, is excited to share her experience and expertise in the Sun City as one of the bilingual team members. Her strong and deep-rooted commitment to the bi-cultural values of the borderland community, as well as her excellent educational and professional experience, make her a great fit.

In her free time Dr. Ellis enjoys traveling, shopping, and spending time with her family. She and her husband have a diverse wolf pack that includes 5 rescued dogs of all breeds and sizes, 1 large cat, and several desert box turtles.

Education

New Mexico State University – Animal Science Degree (2011-2015)
Ohio State College of Veterinary Medicine- The Ohio State University (2015-2020)

Work

East El Paso Animal Hospital (2020-2022) – Veterinarian El Paso Animal Urgent Care West (2022-present) – Medical Director

Legislation Text

File #: 24-1488, 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 Cassandra Hernandez, (915) 212-0003

AGENDA LANGUAGE:

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

Marco Cordova to the Fair Housing Task Force by Representative Cassandra Hernandez, District 3, as an alternate member.



Board Appointment Form City Clerk's Office

Appointing Office Representative Cassandra Hernandez, District 3								
Agenda Placement	Consent							
Date of Council Meeting	10/22/24							
lame of Board Fair Housing Task Force								
	Agenda Posting Language							
Appointment of Marco Coro Hernandez, District 3, as an	dova to the Fair Housing Task Force by Representative Cassandra n alternate member.							
Appointment Type	Alternate							
	Member Qualifications							
See resume.								
Nominee Name	Marco Cordova							
Nominee Email Address	Warco Cordova							
Nominee Residential Address								
Nominee Primary Phone Number	D: 1: 10							
Residing District	District 2							
City Employed Relatives	No							
N1/A	Board Membership							
N/A								
	Real estate owned in El Paso County							
N/A								
Previous Appointee	Miguel A. Hernandez							
Reason for Vacancy	Term Expired							
Date of Appointment	10/22/24							
Term Begins On	05/01/24							
Term Expires On	04/30/27							
Term	First Term							

Marco Cordova

SUMMARY OF QUALIFICATIONS:

Organization skills – Ability to manage multiple projects and tasks. Strong Project Management skills – Plan, lead, coordinate, and prioritize projects. Strong Negotiation and Interpersonal skills- Ability to influence people across a range of levels.

EDUCATION

B.B.A in Finance

University of Texas at El Paso, El Paso, TX

EXPERIENCE

SNRA Commodities, El Paso, TX

February 2023 - Present

USA and International Sales Director

- Sales Strategy Development: Lead the creation and execution of comprehensive sales strategies for both international and domestic markets, focusing on revenue growth, market penetration, and customer retention.
- Team Leadership & Management: Oversee and mentor a diverse sales team across different regions, ensuring effective goal setting, performance management, and training to meet sales targets.
- Market Expansion & Relationship Building: Identify new business opportunities, manage key
 client relationships, and negotiate high-value deals with distributors, partners, and customers
 both locally and globally.
- Sales Performance Analysis: Monitor and analyze sales performance metrics across regions, adjusting strategies as needed to meet organizational objectives and stay ahead of market trends.

Azar Nut Company, El Paso, TX

March 2012 - February 2023

Central States Sales Manager (OK, TX, NM, CO, WY, and MT)

- Sell company products through various distribution channels.
- Implement new strategies to increase market penetration.
- Analyze pricing and sales for all business products required to measure profitability.
- Develop cost and benefit analysis for various marketing campaigns and projects.
- Manage a territory surpassing \$12 million dollars in sales.
- Promote and foster a positive work environment with clients and colleagues.
- Manage 2 Foodservice GPOs Golbon and Unipro

El Paso/New Mexico Sales Manager

- Successfully increased regional sales by 15 percent.
- Manage a territory surpassing \$1 million dollars in sales.
- Promote and foster a positive work environment with clients and colleagues.

Trade Promotion System Manager

- Overseeing the relationship with customers handled by my Sales team
- Resolving customer complaints quickly and efficiently
- Successfully recovered more than \$250,000 USD in invalid deductions
- Cross-departmental collaboration with Sales and Accounting to resolve issues with customer's pricing

Bid & Pricing Coordinator

- Created price lists for customer to display in web portals.
- Simultaneously performed shop manager and bid pricing duties.

Azar Nut Shop Manager

- Monitor inventory levels to ensure accurate stock levels.
- Produced and analyzed periodic spending reports to increase revenue.
- Accomplished highest sales in the five past years.

Azar Foodservice Administrative Assistant

- Worked administrative projects and expediting work results for Sales Regional Managers
- Administrative duties such as filing, typing, copying, binding, scanning etc.
- Answered phone calls, scheduled meetings and supports visitors

Azar Foodservice Sample Clerk

- Worked with R/D for sampling products to potential new customers
- Organized samples for food shows and conferences across the United States

Azar Production Operator

- Setting up, monitoring, and maintaining machines and equipment used in production lines.
- Feeding raw materials into machines, operating machines, making minor repairs, replacing parts, and testing finished materials for compliance.

Southwest Staffing, El Paso TX

August 2010 - March 2012

Office Assistant

- Updated and maintained safety compliance programs.
- Produced payroll records.
- Organized agenda for customers use.
- Contributed in the hiring process of new team members.
- Trained new employees in production area and time-cards.

SKILLS

- Language: Fluent in Spanish (verbal and written).
- Proficient with MS Word, MS Excel, MS Power Point.

Legislation Text

File #: 24-1422, 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 A).

CITY OF EL PASO, TEXAS **AGENDA ITEM** DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: October 22, 2024 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 A).

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? _X_YES ___NO

PRIMARY DEPARTMENT: Tax Office SECONDARY DEPARTMENT: N/A

Maria O Pasillas **DEPARTMENT HEAD:**

> (If Department Head Summary Form is initiated by Purchasing, client department should sign also)

TAX REFUNDS October 22, 2024

1.	Summit Electric Supply, in the amount of \$4,652.57 made an overpayment on January 17, 2024
	of 2023 taxes.
	(Geo. #E378-999-0080-8300)

2. Escrow Inc, in the amount of \$4,615.53 made an overpayment on January 31, 2024 of 2023 taxes.

(Geo. # S533-000-0080-2890)

Maria O. Pasillas

Maria O. Pasillas, RTA Tax Assessor Collector

Laura D. Prine City Clerk



TAX OFFICE

SEP 24 2024

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

SUMMIT ELECTRIC SUPPLY

ALBUQUERQUE, NM 87197-632

P.O BOX 6325

Prop ID

E378-999-0080-8300

284554

Legal Description of the Property

8 EL PASO INTL AIRPORT TRS RPL IMPS ONLY ON 13 & 14 & W 20 FT OF 12 (OUT OF E378-999-0080-7300&7900)

7701 LOCKHEED DR

OWNER: JURY & ASSOCIATES

2023 OVERAGE AMOUNT \$4,652.57

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.

Step 1. Identify the refund recipient. Show information for	Who should the refund he issued Name: Summit		pply				
whomever will be receiving the refund.	City, State, Zip: Albug Daytime Phone No 469	6325 verque. NM	87197-6	32 counting@ Summi			
Step 2. Provide payment	Payment made by:	Check No.	Date Paid	Amount Paid			
information. Please attach copy of cancelled check, original receipt, online cayment confirmation or	Check Payment	101964	01/17/2024	\$116,136.62			
ank/credit card statement.		AMOUNT PAID (sum of t	he above amounts)	****			
tep 3. Provide reason for	Please check one of the following						
his refund. Please list any accounts and/or	I paid this account in error and I am entitled to the refund.						
ears that you intended to pay	✓ I overpaid this account. Please refund the excess to the address listed in Step 1.						
vith this overage.	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):						
	F-555-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-						
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply have given on this form is true ar guilty of a Class A misdemeanor	nd correct. (If you make a fa	dse statement on this app	lication, you could be found			
0	SIGNATURE OF REQUESTOR	(REQUIRED)	PRINTED NAME & DA	TE			
Muc 9/24/20	THE SH		Fiscilla Bur	ch-Scott 9/24/24			
1000							
TAX OFFICE USE ONLY:	Approved Denies	1 By: N.A	Date:	1-24-24			

Print Date: 09/13/2024

CITY TAX OFFICE

MARIA O. PASILLAS, RTA CITY OF EL PASO TAX ASSESSOR COLLECTOR 221 N. KANSAS, STE 300 EL PASO, TX 79901

SEP 25 2024

PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov 24 SEP 25 A8:24 Geo No.

S533-000-0080-2890

Prop ID 717729

Legal Description of the Property 8 SOCORRO TR 29-E (1.2100 AC)

ESCROW, INC 11395 JAMES WATT #A-4 ELPASO, TX 79936--594

+2500

OWNER: ALMANZA VICTOR H & ALMANZA ANGELICA C &

2023 OVERAGE AMOUNT \$4,615.53

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 PROPER	TY TAX REFUND: This application must be	completed, signed, an	d submitted with supporting	g documentation to be valid.			
Step 1. Identify the refund	Who should the refund be issued to:						
recipient, Show information for	Name:			(10)			
whomever will be receiving	Address: 11305 AMEE WATT-		_				
the refund.	City, State, Zip:		rhonda Descrowing. con				
,	Daytime Phone No.: 915 855 10	292	E-Mail Address:				
Step 2. Provide payment	Payment made by:	Check No.	Date Paid	Amount Paid			
information. Please attach copy of cancelled	Check Payment	120891	01/31/2024	\$82,542.00			
check, original receipt, online				19			
payment confirmation or bank/credit card statement.	TOTAL AMOUN	T PAID (spyr of th	a above amounts)				
Step 3. Provide reason for	Please check one of the following:	1 And (Sum of the	e above amounts)				
this refund.	I paid this account in error and I am entitled to the refund.						
Please list any accounts and/or years that you intended to pay	I overpaid this account. Please refund the excess to the address listed in Step 1.						
with this overage.	I want this payment applied to next year's taxes,						
	This payment should have been app	lied to other tax acc	count(s) and/or year(s), e	scrow (listed below):			
Step 4. Sign the form. Unsigned applications cannot	By signing below, I hereby apply for the re- have given on this form is true and correct.	(If you make a fal	se statement on this app	lication, you could be found			
be processed.	guilty of a Class A misdemeanor or a state		ie Texus Penal Code, Sec	5. 37.10.)			
The 9/27/by	SIGNATURE OF REQUESTOR (REQUIF	RED) P	BINTED NAME & DA'				
				V			
TAX OFFICE USE ONLY:	Approved Denied By:	N.F	Date:	7-25-24			

Print Date: 09/13/20: 266

ATTACHMENT A

TAX REFUNDS October 22, 2024

1.	Summit Electric Supply, in the amount of \$4,652.57 made an overpayment on January 17, 2024
	of 2023 taxes.
	(Geo. #F378-999-0080-8300)

2.	Escrow Inc, in the amount of \$4,615.53 made an overpayment on January 31, 2024 of 2023
	taxes.
	(Geo. # S533-000-0080-2890)

Maria O. Pasillas, RTA Tax Assessor Collector

Laura D. Prine City Clerk



300 N. Campbell El Paso, TX

Legislation Text

File #: 24-1413, 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.

For notation only, Special Projects, Discretionary fund expenditures, and P-Card Transactions for the period of August 21, 2024 - September 20, 2024 for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff.

CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: October 22, 2024

PUBLIC HEARING DATE:

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

<u>SUBJECT:</u> For notation only, Special Projects, Discretionary fund expenditures, and P-Card Transactions for the period of August 21, 2024 – September 20, 2024 for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff.

BACKGROUND / DISCUSSION:

Per FY 2025 Budget Resolution, all Special Projects, Discretionary and P-Card transactions will be posted monthly to the City Council Agenda for notation and to the City's website to include the Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff expenditures under this section shall adhere with all relevant city and state laws and policies.

PRIOR COUNCIL ACTION: N/A

AMOUNT AND SOURCE OF FUNDING: N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_YES ___NO

PRIMARY DEPARTMENT: City Manager's Office - Office of Management and Budget

SECONDARY DEPARTMENT: All City

DEPARTMENT HEAD:

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	Al	MOUNT	DESCRIPTION
CITY ATTORNEY	Garcia Sandra	Texas Municipal League	9/20/2024	\$	250.00	Registration for City Attorney Karla Nieman to attend the TML 112 Annual Conference
CITY ATTORNEY	Garcia Sandra	Southwes	9/17/2024	\$	301.96	Flight for legal staff to assist the 2024 Open Government Conference.
CITY ATTORNEY	Garcia Sandra	Southwes	9/17/2024	\$	301.96	Flight for legal staff to assist the 2024 Open Government Conference.
CITY ATTORNEY	Garcia Sandra	Southwes	9/17/2024	\$	301.96	Flight for legal staff to assist the 2024 Open Government Conference.
CITY ATTORNEY	Garcia Sandra	Wm Supercenter #2201	9/17/2024	\$	29.40	Emergency office supplies
						<u> </u>
CITY ATTORNEY	Garcia Sandra	Texas Municipal League	9/17/2024	\$	50.00	Renewal of TCAA membership for attorneys in the office. Wendi VIneyard
CITY ATTORNEY	Garcia Sandra	Texas Municipal League	9/17/2024	\$	50.00	Renewal of TCAA membership for attorneys in the office. Ivan Martinez
CITY ATTORNEY	Garcia Sandra	Texas Municipal League	9/17/2024	\$	80.00	Renewal of TCAA membership for attorneys in the office. Karla Nieman
CITY ATTORNEY	Garcia Sandra	Texas Municipal League	9/17/2024	\$	50.00	Renewal of TCAA membership for attorneys in the office. Russell Abeln
CITY ATTORNEY	Garcia Sandra	Texas Municipal League	9/17/2024	\$	50.00	Renewal of TCAA membership for attorneys in the office. Roberta Brito
CITY ATTORNEY	Garcia Sandra	Texas Municipal League	9/17/2024	\$	50.00	Renewal of TCAA membership for attorneys in the office. Miguel Troncoso
CITY ATTORNEY	Garcia Sandra	Texas Municipal League	9/17/2024	\$	50.00	Renewal of TCAA membership for attorneys in the office. Mayra Stanton
CITY ATTORNEY	Garcia Sandra	Texas Municipal League	9/17/2024	\$	50.00	Renewal of TCAA membership for attorneys in the office. Matt Marquez
CITY ATTORNEY	Garcia Sandra	Texas Municipal League	9/17/2024	\$	50.00	Renewal of TCAA membership for attorneys in the office. Larry Phifer
CITY ATTORNEY	Garcia Sandra	Texas Municipal League	9/17/2024	\$	50.00	Renewal of TCAA membership for attorneys in the office. Karla Saenz

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT I		DESCRIPTION
CITY ATTORNEY	Garcia Sandra	Texas Municipal League	9/17/2024	\$	50.00	Renewal of TCAA membership for attorneys in the office. Kristen Hamilton
CITY ATTORNEY	Garcia Sandra	Texas Municipal League	9/17/2024	\$	50.00	Renewal of TCAA membership for attorneys in the office. Juan Gonzlez
CITY ATTORNEY	Garcia Sandra	Texas Municipal League	9/17/2024	\$	50.00	Renewal of TCAA membership for attorneys in the office. Jesus Quintanilla
CITY ATTORNEY	Garcia Sandra	Texas Municipal League	9/17/2024	\$	50.00	Renewal of TCAA membership for attorneys in the office. Joyce Garcia
CITY ATTORNEY	Garcia Sandra	Texas Municipal League	9/17/2024	\$	50.00	Renewal of TCAA membership for attorneys in the office. Josette Flores
CITY ATTORNEY	Garcia Sandra	Texas Municipal League	9/17/2024	\$	50.00	Renewal of TCAA membership for attorneys in the office. Ignacio troncoso
CITY ATTORNEY	Garcia Sandra	Texas Municipal League	9/17/2024	\$	50.00	Renewal of TCAA membership for attorneys in the office. Eric Gutierrez
CITY ATTORNEY	Garcia Sandra	Texas Municipal League	9/17/2024	\$	50.00	Renewal of TCAA membership for attorneys in the office. Evan Reed
CITY ATTORNEY	Garcia Sandra	Texas Municipal League	9/17/2024	\$	50.00	Renewal of TCAA membership for attorneys in the office. Carlos Gomez Baca
CITY ATTORNEY	Garcia Sandra	Texas Municipal League	9/17/2024	\$	50.00	Renewal of TCAA membership for attorneys in the office. Carlos Armendariz
CITY ATTORNEY	Garcia Sandra	Corner Bakery Cafe #1611	8/31/2024	\$	20.00	Providing food and beverage to the attendees during the webinar ensures a productive learning environment, maximizing focus and engagement.
CITY ATTORNEY	Garcia Sandra	Wm Supercenter #2201	8/29/2024	\$		Providing food and beverage to the attendees during Webinar replay for 2024 Advanced Government Law Conference to ensures a productive learning environment, maximizing focus and engagement.
				·		Providing food and beverage to the attendees during the Webinar replay for 2024 Advanced Government Law Conference to ensures a productive learning environment, maximizing focus and
CITY ATTORNEY CITY ATTORNEY	Garcia Sandra Garcia Sandra	Dunkin #363405 Wal-Mart #2201	8/29/2024	\$		engagement. Providing food and beverage to the attendees during the webinar ensures a productive learning environment, maximizing focus and engagement.
CITY ATTORNEY	Garcia Sandra	Tx Oag Open Records	8/27/2024	\$		ORR e filing with the AG office for Recommendation.

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	Al	MOUNT	DESCRIPTION
CITY ATTORNEY	Garcia Sandra	Tx Oag Open Records	8/27/2024	\$	7.50	ORR e filling with the AG office for Recommendation.
CITY ATTORNEY	Garcia Sandra	Tx Oag Open Records	8/27/2024	\$	7.50	ORR e filing with the AG office for Recommendation.
CITY ATTORNEY	Garcia Sandra	Tx Oag Open Records	8/26/2024	\$	7 50	ORR e filing with the AG office for Recommendation.
CITY ATTORNEY	Garcia Sandra	Hyatt Place Austin Arb	8/24/2024	\$		Hotel for JLL to attend Workers Comp CLE.
CITY ATTORNEY	Garcia Sandra	Tx Oag Open Records	8/22/2024	\$		e-filing for ORR recommendation to AG.
CITY ATTORNEY	Garcia Sandra	Tx Oag Open Records	8/22/2024	\$	7.50	e-filing for ORR recommendation to AG.
CITY ATTORNEY	Garcia Sandra	Tx Oag Open Records	8/21/2024	\$	5.00	e-filing for AG recommendation on an ORR
CITY ATTORNEY	Garcia Sandra	State Bar Tx-Cle Web	8/21/2024	\$	645.00	CLE registration for JL to tattend
CITY ATTORNEY	Garcia Sandra	Tx Oag Open Records	8/20/2024	\$	7.50	Submission of Open Records Request to the Attorney General Office for Attorney Opinion on resolution.
CITY ATTORNEY	Garcia Sandra	Tx Oag Open Records	8/20/2024	\$	7.50	Submission of Open Records Request to the Attorney General Office for Attorney Opinion on resolution.
CITY ATTORNEY	Garcia Sandra	Tx Oag Open Records	8/20/2024	\$	7.50	Submission of Open Records Request to the Attorney General Office for Attorney Opinion on resolution.
CITY ATTORNEY	Garcia Sandra	Tx Oag Open Records	8/20/2024	\$	7.50	Submission of Open Records Request to the Attorney General Office for Attorney Opinion on resoluion.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	9/17/2024	\$	7.50	
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	9/16/2024	\$	7.50	
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	9/12/2024	\$	7.50	Fee for uploading documents to the AG portal.

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT I		DESCRIPTION
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	9/12/2024	\$	7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Coatt Dalinda	Ty One Open Beauty	0/42/2024	Φ.	7.50	For for unloading decuments to the AC partal
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	9/12/2024	\$	7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	9/11/2024	\$	7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	9/11/2024	\$	7.50	Fee for uploading documents to the AG Portal.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	9/11/2024	\$	5.00	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	9/11/2024	\$	7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	9/10/2024	\$	7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	9/9/2024	\$	7.50	Fee for uploading document to the AG Portal.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	9/4/2024	\$	7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	9/4/2024	\$	7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	9/4/2024	\$	7.50	Fee for uploading documents to the AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	9/4/2024	\$	7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	8/29/2024	\$	7.50	Fee for uploading documents to the AG.
CITY MANAGER	Beard Jackie	Corner Bakery Cafe #1543	9/17/2024	\$	140.00	Coffee and pastries for New Employee Orientation on 9/16/2024. Receipt and Food and Beverage report attached.
CITY MANAGER	Beard Jackie	Corner Bakery Cafe #1543	9/5/2024	\$	140.00	Coffee and pastries for New Employee Orientation on 9/4/2024.

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
CITY MANAGER	Beard Jackie	Murf.Ai	8/22/2024	\$ 312.00	Murf Al voice generator for e-Learning courses created for different departments; approved by Rosemary Crawford.
CITY MANAGER	Beard Jackie	Corner Bakery Cafe #1543	8/20/2024	\$ 140.00	Coffee and pastries for New Employee Orientation on 8-19-2024.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	9/12/2024	\$ 51.92	
CITY MANAGER	Cruz-Acosta Laura	Zoom.Us 888-799-9666	9/12/2024	\$ 15.99	
CITY MANAGER	Cruz-Acosta Laura	Amzn Digital	9/11/2024	\$ 239.96	
CITY MANAGER	Cruz-Acosta Laura	Soundcloud Monthly Go Plu	9/9/2024	\$ 11.87	
CITY MANAGER	Cruz-Acosta Laura	Flipsnack.Com	9/9/2024	\$ 420.00	
CITY MANAGER	Cruz-Acosta Laura	El Paso Times	9/9/2024	\$ 52.20	
CITY MANAGER	Cruz-Acosta Laura	Eig	9/7/2024	\$ 628.00	
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	9/6/2024	\$ 35.00	
CITY MANAGER	Cruz-Acosta Laura	Facebk *sljvq9quk2	9/1/2024	\$ 27.26	
CITY MANAGER	Cruz-Acosta Laura	Target 00008227	8/30/2024	\$ 79.99	
CITY MANAGER	Cruz-Acosta Laura	Facebk *fxrjq9quk2	9/1/2024	\$ 34.98	
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	8/30/2024	\$ 35.00	
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	8/23/2024	\$ 35.00	Captions and subtitles for City TV programming.

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	Α	MOUNT	DESCRIPTION
CITY MANAGER	Esquivel Luz	Hobby-Lobby #0221	9/3/2024	\$	214.93	
OTT WANAGER	Esquiver Euz	Flobby-Lobby #0221	3/3/2024	Ψ	214.00	
CITY MANAGER	Isaias Ricardo	Apple.Com/Bill	9/14/2024	\$	21.64	
CITY MANAGER	Isaias Ricardo	Apple.Com/Bill	8/26/2024	\$	9.99	Extra storage for videos and photos for City iPhone. Storage is needed to maintain photos and videos of City events archived for future use for CITY TV use.
CITY MANAGER	Isaias Ricardo	Regency Printing Inc	8/22/2024	\$	678.00	Purchase is for bus placards (marketing material) for the Enhanced Library Card Program by the Public Libraries in conjunction with El Paso County and the Border Network for Human Rights.
CITY MANAGER	Martinez Omar	Currency Conversion Fee	9/9/2024	\$	0.97	
CITY MANAGER	Martinez Omar	Rentalcars.Com	9/9/2024	\$	96.97	Approved Omar Martinez travel Utah rental car
DISTRICT 02	Suira Luis	Office Depot #195	9/18/2024	\$	53.76	Office supplies for staff
DISTRICT 02	Suira Luis	Spo*l&jcafe	9/19/2024	\$	297.99	Food for Park Dedication
DISTRICT 02	Suira Luis	Gussies Tamales & Bakery	9/18/2024	\$	121 50	Breads for goodwill Senior Center visit
DIOTITIOT 02	Odira Edis	Gussics Tamaics & Dakery	3/10/2024	Ψ	121.00	Dreads for goodwin definor definer visit
DISTRICT 02	Suira Luis	Dollar General #19328	9/18/2024	\$	30.00	Supplies for Mario Navarro Park Dedication
DISTRICT 02	Suira Luis	Gussies Tamales & Bakery	9/18/2024	\$	109.00	Sweet breads for goodwill senior center visit
DISTRICT 02	Suira Luis	Gussies Tamales & Bakery	9/18/2024	\$	42.50	Cookies for Mario Navarro Park Dedication
DISTRICT 02	Suira Luis	Gussies Tamales & Bakery	9/17/2024	\$	109.00	Sweet breads for goodwill senior center visit
DISTRICT 02	Suira Luis	Gussies Tamales & Bakery	9/17/2024	\$	159.00	Sweet breads for goodwill senior center visit
DISTRICT 02	Suira Luis	Gussies Tamales & Bakery	9/16/2024	\$	109.00	Baked goods for Senior Center visit.

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	Å	AMOUNT	DESCRIPTION
DISTRICT 02	Suira Luis	Canva* I04273-72217336	9/13/2024	\$	14.00	Graphia design tool for office use
DISTRICT 02	Sulla Luis	Cariva 104273-72217330	9/13/2024	Ф	14.99	Graphic design tool for office use.
DISTRICT 02	Suira Luis	Zoom.Us 888-799-9666	9/6/2024	\$	15.99	Meeting software subscription
DISTRICT 02	Suira Luis	Mailchimp	9/4/2024	\$	26.50	Mass communication software
DISTRICT 02	Suira Luis	Krispy Kreme #144	8/29/2024	\$	72 50	Coffee and Donuts for Community Meeting
DISTRICT 02	Sulla Luis	Krispy Kreine #144	0/29/2024	φ	72.39	Collee and Donats for Community Meeting
DISTRICT 03	Hernandez Cassandra	Michaels #9490	9/19/2024	\$	24.95	frames for the proclamations given away during City Council meetings
DISTRICT 03	Hernandez Cassandra	Walmart.Com 8009256278	9/16/2024	\$	66.31	The Happiness Senior Center requested items to celebrate Mexican Independance Day. The Office of District 3 provided pinata and candies.
DISTRICT 03	Hernandez Cassandra	Paypal	9/16/2024	\$	350 00	The Eastside Senior Center requested the Mariachi to Celebrate the Mexican Independence Day at the center
2.0	THE THE TENT	, aypa.	0/10/2021	<u> </u>	333.00	
DISTRICT 03	Hernandez Cassandra	Wm Supercenter #2201	9/16/2024	\$	55.88	Cupcakes for the Jessie Moreno Happiness Senior Center - celebrate the Mexican Independence Day
DISTRICT 03	Hernandez Cassandra	Walmart.Com	9/15/2024	\$	73.25	Fruit provided at the Eastside Senior Center to celebrate the Mexican Independence Day
DISTRICT 03	Hernandez Cassandra	Canva* I04274-41322038	9/14/2024	\$	12.99	Monthly charge for graphic design making service for D3 office.
DISTRICT 03	Hernandez Cassandra	Dollar Tree	9/15/2024	\$	6.25	Bowls were purchased to place the fruit offered at the Eastside Senior Center
DISTRICT 03	Hernandez Cassandra	Wm Supercenter #2201	9/14/2024	\$	9.94	the frame was purchased to place the proclamation that was presented on behalf of the city to the local Let's Move nonprofit organization at the McKelligon Canyon 5k walk/run
DISTRICT 02	Hamandar Cassay de-	C* 104040 60400000	0/40/2024	œ.	(0.04)	Monthly charge for graphic design making convice for D2 office
DISTRICT 03	Hernandez Cassandra	Canva* I04243-62499382	9/10/2024	\$	(0.81)	Monthly charge for graphic design making service for D3 office.
DISTRICT 03	Hernandez Cassandra	Krispy Kreme #147	9/9/2024	\$	32.98	Offered donuts to those who attended the MPC community/educational meeting and the officers at Pebble Hill Regional Command Center
DISTRICT 03	Hernandez Cassandra	Walmart.Com	9/9/2024	\$	13.99	Certificates offer those who volunteer or completed a program to encourage and show support. This transaction is in the last part of the receipt- highlighted in pink (Includes a note).

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	Δ	AMOUNT	DESCRIPTION
DISTRICT 03	Hernandez Cassandra	Walmart.Com	9/9/2024	\$	123.56	Offer to those who visit the office for meetings, students that performs pledge of allegiance. Note: The top portion of the receipt is for this transaction.
DISTRICT 03	Hernandez Cassandra	Eig	9/5/2024	\$	56.00	Monthly charge for email distribution service for D3 office newsletter.
DISTRICT 03	Hernandez Cassandra	Gannett Media Co	9/3/2024	\$	15.98	Monthly charge for digital newspaper subscription for D3 office.
DISTRICT 03	Hernandez Cassandra	Amazon Mark* Zt0mr0f92	9/1/2024	\$	123.09	The Eastside Senior Center requested snacks to celebrate the September 16 (Mexican Independence Day) and the medals were giving away to the Seniors who participated in the Senior Games
DISTRICT 03	Hernandez Cassandra	Zoom.Us 888-799-9666	8/29/2024	\$	15.99	Monthly charge for video conference service for D3 virtual meetings.
DISTRICT 03	Hernandez Cassandra	Wal-Mart #2201	8/21/2024	\$	11.94	Celebrate Senior Day at Michelle Adjemian, Happiness Senior Center, and the Eastside Senior Center with cookies and juice.
DISTRICT 04	Molinar Joe	Dunkin #301136 Q35	9/6/2024	\$	21.31	District 4 hosted a community meeting at Metro 31 (9348 Dyer) and the office bought coffee for the constituents
DISTRICT 04	Molinar Joe	Taco Cabana 20219	9/6/2024	\$	55.18	District 4 hosted a community meeting at Metro 31 (9348 Dyer) and the office bought breakfast tacos for the constituents.
DISTRICT 04	Ruiz-Alba Stephanie	Sq *meza Trophies & Plaqu	9/10/2024	\$	90.60	Dr. Richard Teschner received the Mayor's Distinguished Award. For his decades long efforts in making Castner Range a National Monument in 2023.
DISTRICT 04	Ruiz-Alba Stephanie	Southwes	8/20/2024	\$	404.96	Stephanie Ruiz-Alba (Legislative Aide - District 4) will be attending the TML 112th Annual Conference in Houston, Texas, on October 2024.
DISTRICT 05	Nino Ivan	Zoom.Us 888-799-9666	9/9/2024	\$	15.99	Zoom monthly subscription for online virtual meetings/outreach.
DISTRICT 05	Nino Ivan	Mailchimp	9/6/2024	\$	13.00	Monthly subscription for community newsletter.
DISTRICT 05	Nino Ivan	The Economist	8/23/2024	\$	(8.08)	Refund from economist subscription for sales tax charged.
DISTRICT 05	Nino Ivan	Canva* I04249-78468125	8/20/2024	\$	12.95	Canva monthly subscription for monthly office graphics and out reach.
DISTRICT 06	Fierro Art	Austin Marriott Downto	9/8/2024	\$	227.28	Hotel accommodations for Texas Tribune Festival, item was approved by council on 7/30/2024

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	Α	MOUNT	DESCRIPTION
DISTRICT 06	Fierro Art	Austin Marriott Downto	9/8/2024	\$	1 000 00	Hetel accommodations for Toyon Tribuna Feetival, item was approved by council on 7/20/2024
DISTRICT 00	Fiello Ait	Austin Marriott Downto	9/6/2024	φ	1,000.00	Hotel accommodations for Texas Tribune Festival, item was approved by council on 7/30/2024
DISTRICT 06	Maldonado Mariaelena	In *tovar Printing, Inc.	8/30/2024	\$	495.00	Business cards for District 6
DISTRICT 06	Maldonado Mariaelena	Southwes	8/26/2024	\$	33.01	Airfare to Austin for Texas Tribune Festival, item was approved by council on 7/30/2024
DISTRICT 06	Maldonado Mariaelena	Monday.Com	8/26/2024	\$	(27.65)	Refund of taxes for purchase of Monday.com
					, ,	
DISTRICT 06	Maldonado Mariaelena	Southwes	8/23/2024	\$	415.95	Airfare to Austin for Texas Tribune Festival, item was approved by council on 7/30/2024
DISTRICT 06	Maldonado Mariaelena	El Paso Times	8/24/2024	\$	19.99	Newspaper subscription for office
DISTRICT 06	Maldonado Mariaelena	Southwes	8/20/2024	\$	415.95	Texas Tribune Festival Flights for Mariaelena Maldonado, Council approved item on 7/30/2024
DISTRICT 06	Maldonado Mariaelena	Monday.Com	8/21/2024	\$	459.65	Yearly subscription to track emails, calls and requests.
DISTRICT 07	Jimenez Camilo	Sams Club #6502	8/30/2024	\$	111.86	Cupcakes for the Pavo Real Seniors monthly Bday bash 8/30/2024
DISTRICT 07	Jimenez Camilo	Eig	9/1/2024	\$	09.00	Newsletter service
DISTRICT OF	Jillienez Callillo	Lig	9/1/2024	Ψ	96.00	Newslettel Service
DISTRICT 08	Abbas Tatiana	Sq *eloise	8/21/2024	\$	59.15	District 8 Community Meeting coffee for guests to encourage community to participate and engage in their local government outreach.
						*DEFLIND DUE TO CALED TAY OUADOF * District O Community Marking a first factor of the
DISTRICT 08	Abbas Tatiana	Sq *eloise	8/21/2024	\$	(55.75)	*REFUND DUE TO SALES TAX CHARGE * District 8 Community Meeting coffee for guests to encourage community to participate and engage in their local government outreach.
DISTRICT 08	Abbas Tatiana	Sq *eloise	8/21/2024	\$	55.75	*REFUND DUE TO SALES TAX CHARGE * District 8 Community Meeting coffee for guests to encourage community to participate and engage in their local government outreach.
		,		,		
DISTRICT 08	Canales Jorge	Sqsp* Inv147652286	9/16/2024	\$	7.20	Office newsletter subscription to reach District 8 subscribers.
DISTRICT 08	Rodriguez Alma	El Paso Times	9/9/2024	\$	15.98	Office El Paso Times newspaper subscription.

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
DISTRICT 08	Rodriguez Alma	In *contractors Barricad	8/20/2024	\$ 295	Barricades for security for Segundo Barrio Block Party 2024
MAYORS OFFICE	Mendoza Irma	Primo Water	9/12/2024	\$ 55	5 Amount i is for bottled water and cc surcharge.
MAYORS OFFICE	Mendoza Irma	Primo Water	8/29/2024	\$ 90	4 Amount is for bottled water and cc surcharge.
MAYORS OFFICE	Mendoza Irma	In *tovar Printing, Inc.	8/29/2024	\$ 102	Amount is for the parchment paper that is used for the proclamations .
MAYORS OFFICE	Mendoza Irma	Primo Water	8/26/2024	\$ 10	0 Amount is for water dispenser rental and cc surcharge.

CITY COUNCIL SPECIAL PROJECTS OR DISCRETIONARY FUNDS EXPENDITURES

SEPTEMBER 2024

DISTRICT	VENDOR	DATE	AMOUNT	DESCRIPTION
District 2	Luis Suira	9/10/2024	\$ (3.13)	Tax Reimbursement - Krispy Kreme
District 3	Cassandra Hernandez	9/10/2024	\$ 210.55	El Loco reimbursement
District 3	Cielo Vista Neighborhood Association	9/26/2024	\$ 300.00	Community Event
District 4	Stephanie Ruiz-Alba	9/24/2024	\$ 256.85	Per Diem TML 112th Conference
District 7	Enrique Henry Rivera	9/24/2024	\$ 185.25	Per Diem TML 112th Conference

Legislation Text

File #: 24-1462, 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 \$5,000.00 from the Texas Realtors Political Action Committee (TREPAC).

Legislation Text

File #: 24-1470, 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 Brian Kennedy, (915) 212-1000

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 Mayor Pro Tempore Brian Kennedy in the amounts of \$1,000 from Maria Teran, \$2,500 from El Paso Association of Firefighters Political Action Committee, \$3,000 from Stanley Jobe, \$500 from Jose Fong, and \$500 from Dennis and Donna Neesen.

Legislation Text

File #: 24-1478, 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 Josh Acevedo, (915) 212-0002

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 contributions by Representative Josh Acevedo in the amounts of \$500 from John Panahi, \$250 from Stan J. Sloan, \$1,000 from Cesar Blanco, \$500 from Glen R. Morris, \$1,000 from Stanley P. Jobe, \$100 from Gabriel & Soledad Aragon, \$500 from Jack T. Chapman, \$1,000 from The El Paso Association of Fire Fighters Local 51, Inc. Political Action Committee, \$1000 from El Paso Municipal Police Officers (Political Action Committee Fund), \$200 from El Paso Sheriff's Officers Association Political Action Committee, \$5,000 from TREPAC-Texas Realtors Political Action Committee, and \$500 from John Panahi.

Legislation Text

File #: 24-1406, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

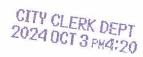
Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font. City Clerk's Office, Laura D. Prine, (915) 212-0049

AGENDA LANGUAGE:

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

For notation pursuant to Section 2.92.080 of the City Code: receipt of campaign contributions by Jesus Romero, Candidate for District 3, in the amounts of \$800.00 from Jesus Romero as a personal loan to campaign, and \$100 from Elena Mata DBA Rodeo Realty.

CITY OF EL PASO, TEXAS AGENDA ITEM AGENDA SUMMARY FORM



AGENDA DATE:	October 22, 2024
CANDIDATE NAME:	Jesus Romero
OFFICE SOUGHT:	DISTRICT 3
STRATEGIC GOAL:	Goal 6 Set the Standard for Sound Governance and Fiscal Management
SUBGOAL: 6.8 Supp	ort Transparent and Inclusive Government
by Jesus Romero Jesus Romero, Persona	Realty \$100.00 campaign contribution
YOU MAY INCL	UDE ADDITIONAL AMOUNTS AND CONTRIBUTORS' NAMES AS NEEDED IN THIS BOX
candidates to provide agenda of the City Cou	dopted on April 23, 2024 amended Section 2.92.080 (E) to require notice of contributions of \$500.00 or more for notation on the consent uncil meeting in the same manner as members of City Council. FION: Opted on December 12, 2023 enacted the same requirement for City Council

Legislation Text

File #: 24-1415, 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. 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.

For notation pursuant to Section 2.92.080 of the City Code: receipt of campaign contributions by Amanda Cunningham, Candidate for District 5, in the amounts of \$25 from Athomas Palmer, \$20 from Breana Davis, \$50 from Aquella Rone, \$50 from Antonia Mayhew, \$100 from Keyshun Kittles-Joner, \$103 from Clarissa Correa, \$100 from Lorie Franklin, and \$500 from Russell Cunningham.

CITY OF EL PASO, TEXAS AGENDA ITEM AGENDA SUMMARY FORM



AGENDA DATE:		
CANDIDATE NAME:		
OFFICE SOUGHT:		
STRATEGIC GOAL:	Goal 6 Set the Standard for Sound Governance and Fisc	cal Management
SUBGOAL: 6.8 Supp	ort Transparent and Inclusive Government	
SUBJECT:		
·	to Section 2.92.080 of the City Code: receipt of campaig	
<u> </u>	, Candidate for the Office in the amount of \$	
BACKGROUND / DIS Ordinance 019620 accandidates to provide	UDE ADDITIONAL AMOUNTS AND CONTRIBUTORS' NAMES AS NEEDED CUSSION: dopted on April 23, 2024 amended Section 2.92.08 notice of contributions of \$500.00 or more for notatic uncil meeting in the same manner as members of City C	30 (E) to require
,	·	-
PRIOR COUNCIL AC		
PRIOR COUNCIL ACTOR Ordinance 019581 add Members.	opted on December 12, 2023 enacted the same requiren	nent for City Counci
Ordinance 019581 add		nent for City Counci
Ordinance 019581 add Members.		nent for City Counc

Legislation Text

File #: 24-1416, 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. 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.

For notation pursuant to Section 2.92.080 of the City Code: receipt of campaign contributions by Kenneth Bell, Candidate for District 3, in the amount of \$3,000 loan to self.

Legislation Text

File #: 24-1438, 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. 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.

For notation pursuant to Section 2.92.080 of the City Code: receipt of campaign contributions by Alejandra Chavez, Candidate for District 1, in the amounts of \$500 from David Osborn; \$500 from Cliff Eisenberg; and \$2,500 from Kathy and Raymond Palacios.

CITY OF EL PASO, TEXAS AGENDA ITEM AGENDA SUMMARY FORM



AGENDA DATE:		
CANDIDATE NAME:		
OFFICE SOUGHT:		
STRATEGIC GOAL: G	Goal 6 Set the Standard for Sound Governance and F	iscal Management
SUBGOAL: 6.8 Suppo	ort Transparent and Inclusive Government	
SUBJECT:		
•	to Section 2.92.080 of the City Code: receipt of camp	•
by	, Candidate for the Off	
	in the amount of \$	trom
BACKGROUND / DISC Ordinance 019620 accandidates to provide	UDE ADDITIONAL AMOUNTS AND CONTRIBUTORS' NAMES AS NEED CUSSION: dopted on April 23, 2024 amended Section 2.92 notice of contributions of \$500.00 or more for notaincil meeting in the same manner as members of City	2.080 (E) to require ation on the consent
PRIOR COUNCIL ACT	<u>ΓΙΟΝ:</u>	
Ordinance 019581 ado Members.	opted on December 12, 2023 enacted the same requi	rement for City Counci
AMOUNT AND SOUR	CE OF FUNDING:	
N/A		

Legislation Text

File #: 24-1440, 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. 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.

For notation pursuant to Section 2.92.080 of the City Code: receipt of campaign contributions by Tamara Davis, candidate for District 5, in the amounts of \$100 from Victoria Anthony, \$250 from Davida Manor, \$50 from Josh Swizzle, \$100 from Vanessa Dickens, \$25 from Jonathan Ward, and \$25 from Wade Wade.

CITY OF EL PASO, TEXAS AGENDA ITEM AGENDA SUMMARY FORM



AGENDA DATE:		
CANDIDATE NAME:		
OFFICE SOUGHT:		
STRATEGIC GOAL: G	Soal 6 Set the Standard for Sound Governance and F	Fiscal Management
SUBGOAL: 6.8 Suppo	ort Transparent and Inclusive Government	
SUBJECT:		
·	o Section 2.92.080 of the City Code: receipt of camp	
Dy	, Candidate for the Off in the amount of \$	
YOU MAY INCLU BACKGROUND / DISC	JDE ADDITIONAL AMOUNTS AND CONTRIBUTORS' NAMES AS NEED	DED IN THIS BOX
candidates to provide	opted on April 23, 2024 amended Section 2.92 notice of contributions of \$500.00 or more for not noting in the same manner as members of City	ation on the consent
PRIOR COUNCIL ACT	ION:	
Ordinance 019581 ado _l Members.	pted on December 12, 2023 enacted the same requi	rement for City Counci
AMOUNT AND SOUR	CE OF FUNDING:	
N/A		

Legislation Text

File #: 24-1441, 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. 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.

For notation pursuant to Section 2.92.080 of the City Code: receipt of campaign contributions by Lily Limon, Candidate for District 7, in the amounts of \$500 from Oscar Leeser, \$500 from Lorenzo Medina, \$500 from Enrique Escobar, \$500 from Joe Pickett, and \$3,000 from Lawrence A. Romero.

CITY OF EL PASO, TEXAS AGENDA ITEM AGENDA SUMMARY FORM



AGENDA DATE:		
CANDIDATE NAME:		
OFFICE SOUGHT:		
STRATEGIC GOAL:	Goal 6 Set the Standard for Sound Governance and	Fiscal Management
SUBGOAL: 6.8 Supp	ort Transparent and Inclusive Government	
SUBJECT:		
•	to Section 2.92.080 of the City Code: receipt of cam	. •
	, Candidate for the O in the amount of \$	
BACKGROUND / DIS Ordinance 019620 accandidates to provide	UDE ADDITIONAL AMOUNTS AND CONTRIBUTORS' NAMES AS NEW CUSSION: dopted on April 23, 2024 amended Section 2.9 notice of contributions of \$500.00 or more for no uncil meeting in the same manner as members of Ci	92.080 (E) to require otation on the consent
PRIOR COUNCIL ACT	•	
Ordinance 019581 add Members.	opted on December 12, 2023 enacted the same requ	uirement for City Counci
AMOUNT AND SOUR	CE OF FUNDING:	
AMOUNT AND SOUR N/A	CE OF FUNDING:	

Legislation Text

File #: 24-1463, 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. 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.

For notation pursuant to Section 2.92.080 of the City Code: receipt of campaign contribution by Sam Armijo, Candidate for District 1, in the amount of \$500.00 from the West El Paso Republican Women.

CITY OF EL PASO, TEXAS AGENDA ITEM AGENDA SUMMARY FORM



AGENDA DATE:		
CANDIDATE NAME:		
OFFICE SOUGHT:		
STRATEGIC GOAL:	Goal 6 Set the Standard for Sound Governance and Fisc	cal Management
SUBGOAL: 6.8 Supp	ort Transparent and Inclusive Government	
SUBJECT:		
•	to Section 2.92.080 of the City Code: receipt of campaig	
Dy	, Candidate for the Office in the amount of \$	
	in the amount of ϕ	
BACKGROUND / DIS Ordinance 019620 ac candidates to provide	UDE ADDITIONAL AMOUNTS AND CONTRIBUTORS' NAMES AS NEEDED CUSSION: dopted on April 23, 2024 amended Section 2.92.08 notice of contributions of \$500.00 or more for notatio uncil meeting in the same manner as members of City Co	30 (E) to require
PRIOR COUNCIL ACT	<u>ΓΙΟΝ:</u>	
Ordinance 019581 add Members.	opted on December 12, 2023 enacted the same requirem	nent for City Counci
AMOUNT AND SOUR	CE OF FUNDING:	
N/A		

Legislation Text

File #: 24-1468, 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. 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.

For notation pursuant to Section 2.92.080 of the City Code: receipt of campaign contributions by Ivan Niño, Candidate for District 5, in the amounts of \$5,000.00 from the Texas Realtors Political Action Committee, \$1,000.00 from the El Paso Association of Firefighters Local 51 Political Action Committee, and \$200.00 from the El Paso Sheriff's Officers Association Political Action Committee.

CITY OF EL PASO, TEXAS AGENDA ITEM AGENDA SUMMARY FORM



AGENDA DATE:			
CANDIDATE NAME:			
OFFICE SOUGHT:			
STRATEGIC GOAL: G	Soal 6 Set the Standa	ard for Sound Governance and F	iscal Management
SUBGOAL: 6.8 Suppo	ort Transparent and Ir	nclusive Government	
SUBJECT:			
•		f the City Code: receipt of campa	
by		, Candidate for the Office	
		in the amount of \$	Irom
YOU MAY INCLUBACKGROUND / DISC		S AND CONTRIBUTORS' NAMES AS NEED	ED IN THIS BOX
Ordinance 019620 accandidates to provide	lopted on April 23, notice of contribution	2024 amended Section 2.92. ns of \$500.00 or more for nota ame manner as members of City	ition on the consent
PRIOR COUNCIL ACT	<u>ION:</u>		
Ordinance 019581 ado Members.	pted on December 12	2, 2023 enacted the same require	ement for City Council
AMOUNT AND SOUR	CE OF FUNDING:		
N/A			

Legislation Text

File #: 24-1491, 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, Dionne Mack, (915) 212-0023 City Attorney's Office, Karla M. Nieman, (915) 212-0033

AGENDA LANGUAGE:

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

Request authorizing the City Manager to sign an Agreement for Professional Services by and between the City of El Paso and Weaver for a total contract amount not to exceed \$128,000.00 and a term of one year. Further, 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 the execution of the Agreement.

CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: October 22, 2024
PUBLIC HEARING DATE: October 22, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Dionne Mack, City Manager (915) 212-0023 Karla M. Nieman, City Attorney (915) 212-0033

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal Team 6 Sound Governance and Fiscal Responsibility

SUBGOAL:

SUBJECT:

Request authorizing the City Manager to sign an Agreement for Professional Services by and between the City of El Paso and Weaver for a total contract amount not to exceed \$128,000.00 and a term of one year. Further, 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 the execution of the Agreement.

BACKGROUND / DISCUSSION:

On September 24, 2024 Council approved the recommendation from the Financial Oversight and Audit Committee to review the Internal Audit Charter for any proposed revisions including the appropriateness to retain an outside consultant to recommend best practices.

SELECTION SUMMARY:

Request for proposals were sent out October 4, 2024.

CONTRACT VARIANCE:

N/A

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

See above September 24, 2024

AMOUNT AND SOURCE OF FUNDING:

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ____ YES ____NO

PRIMARY DEPARTMENT: City Council

****	**************************************	****

DEPARTMENT HEAD:

Dionne Mack
Dionne Mack, City Manager

Karla M. Nieman, City Attorney



10/17/2024

Committee Scoresheet								
Professional Services Evaluation								
PROJECT: Internal Audit Consulting Services								
	Baker Tilly	Forvis Mazars	Weaver					
Factor A - Staff Experience & Qualifications	Factor A - Staff Experience & Qualifications							
Average Scores	9.00	9.50	9.25					
Factor B – Proposed Deliverables								
Average Scores	6.75	8.75	10.00					
Factor C - Timeline								
Average Scores	9.00	8.25	8.50					
Final Scores	8.25	8.83	9.25					

Ranking

Internal Audit Consultant Scope of Work:

Consultant will provide the following services:

- Benchmarking against similarly situated Home-Rule City Council/Manager municipalities in Texas and in the United States.
- Identify and compare against relevant industry standards and best practices.
- Assistance with the implementation of the new Global Internal Audit Standards taking effect on January 9, 2025.
- Recommend revisions to the following
 - City Code provisions,
 - Existing Authority Documents including but not limited to existing City Charter, Ordinances, Resolutions and internal policies and procedures
 - Internal Audit Charter
 - Internal Audit Manual
- Identification and implementation of best practices for the following:
 - Communications procedures and reporting protocols for the internal audit function with the following:
 - City Council
 - City Manager
 - City Attorney
 - External Stakeholders/Vendors, etc.
 - Media
 - Financial Oversight and Audit Committee Agenda Setting
 - Methods for Evaluating the Internal Audit Function and Performance
 - Strategic alignment of the internal audit function with
 - City Councilmembers
 - City Manager
 - City Attorney's Office

- Chief Financial Officer
- Comptroller
- Budget Director
- Processes for reporting of pending and final audit reports
 - City Council
 - City Manager
 - City Attorney's Office
 - Chief Financial Officer
 - Impacted Departments
- Hotline Practices
 - Benchmarking
 - Reporting
 - Oversight
- Recommendations for technology and software to assist the City of El Paso with the internal audit function

Consultant should provide:

- Experience and Qualifications
- Proposed deliverables
- Proposed timeline(s) for each item
- Costs breakouts associated with various items; individually & rationally grouped
- Total Cost



300 N. Campbell El Paso, TX

Legislation Text

File #: 24-1408, 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 2024-0478 Citywide Backflow Inspections to Joanne Robles dba RRS Testing for an initial term of three (3) years for an estimated amount of \$62,610.00. The award also includes a two (2) year option for an estimated amount of \$41,740.00. The total contract time is for five (5) years for a total estimated amount of \$104,350.00. This contract will allow for inspections, maintenance and repair of backflow preventers in city owned facilities to insure maximum reliability.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$19,440.00 for the initial term, which represents a 45.03% increase due to items and quantities added to the scope of work.

Department: Streets and Maintenance Award to: Joanne Robles dba RRS Testing

City & State: Wilson, Texas

Item(s): All

Initial Term: 3 Years Option Term: 2 Years

Total Contract Time: 5 Years

Annual Estimated Award: \$20,870.00 Initial Term Estimated Award: \$62,610.00 Option Term Estimated Award: \$41,740.00 Total Estimated Award: \$104,350.00

Account(s) 532-1000-31040-522260-P3120

Funding Source(s): General Fund

This was a Low Bid Procurement - unit price contract.

File #: 24-1408, Version: 1

The Purchasing & Strategic Sourcing and Streets and Maintenance departments recommend award as indicated to Joanne Robles dba RRS Testing the lowest responsive and responsible bidder, and that EP Integrated Fire Systems & Concepts, LLC be deemed non-responsive due to submitting the incorrect bid form.

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.

In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

Additionally, it is requested that the City Attorney's Office review and that the City Manager or designee be authorized to execute any related contract documents and agreements necessary to effectuate this award.

CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE:

October 22, 2024

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:

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:

The award of solicitation 2024-0478 Citywide Backflow Inspections and Repairs to Joanne Robles dba RRS Testing, Inc for an initial term of three (3) years for an estimated amount of \$62,610.00. The award also includes a two (2) year option for an estimated amount of \$41,740.00. The total contract time is for five (5) years for a total estimated amount of \$104,350.00.

BACKGROUND / DISCUSSION:

This contract will allow for inspections, maintenance and repair of backflow preventers in city owned facilities to insure maximum reliability.

SELECTION SUMMARY:

Solicitation was advertised on April 16, 2024 and April 23, 2024. The solicitation was posted on City website on April 16, 2024. There were a total of twenty-six (26) viewers online; Six (6) bids were received; Five (5) from local suppliers.

CONTRACT VARIANCE:

The difference based in comparison to the previous contract is as follows: An increase of \$19,440.00 for the initial term, which represents a 45.03% increase due to an increase in quantities and items added to the scope of work.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$62,610.00

Funding Source: General Fund

Account:532-1000-31040-522260-P3120

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X__ YES ___NO

PRIMARY DEPARTMENT: Streets and Maintenance

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

DEPARTMENT HEAD:

Richard J. Bristol, Streets & Maintenance Director

Project Form Low Bid

Please place the following item on the Consent Agenda for the City Council Meeting of October 22, 2024.

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 2024-0478 Citywide Backflow Inspections to Joanne Robles dba RRS Testing for an initial term of three (3) years for an estimated amount of \$62,610.00. The award also includes a two (2) year option for an estimated amount of \$41,740.00. The total contract time is for five (5) years for a total estimated amount of \$104,350.00. This contract will allow for inspections, maintenance and repair of backflow preventers in city owned facilities to insure maximum reliability.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$19,440.00 for the initial term, which represents a 45.03% increase due to items and quantities added to the scope of work.

Department: Streets and Maintenance

Award to: Joanne Robles dba RRS Testing

City & State: Wilson, Texas

Item(s):AllInitial Term:3 YearsOption Term:2 YearsTotal Contract Time:5 YearsAnnual Estimated Award:\$20,870.00Initial Term Estimated Award:\$62,610.00Option Term Estimated Award:\$41,740.00Total Estimated Award\$104,350.00

Account(s) 532-1000-31040-522260-P3120

Funding Source(s): General Fund

District(s):

This was a Low Bid Procurement - unit price contract

The Purchasing & Strategic Sourcing and Streets and Maintenance departments recommend award as indicated to Joanne Robles dba RRS Testing the lowest responsive and responsible bidder, and that EP Integrated Fire Systems & Concepts, LLC be deemed non-responsive due to submitting the incorrect bid form.

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.

In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

Additionally, it is requested that the City Attorney's Office review and that the City Manager or designee be authorized to execute any related contract documents and agreements necessary to effectuate this award.



CITY OF EL PASO

BID TABULATION FORM



BID TITLE: Citywide Backflow Inspections and Repairs

BID NO: 2024-0478

BID DAT	BID DATE: May 15, 2024 DEPARTMENT: Streets and Maintenance																			
					la Luna Enginee uilding Maintena El Paso, TX BIDDER 1 OF (nce		Delta Unlimited, L a Pest Control & L El Paso, TX BIDDER 2 OF 6	awn Service	De	sert Contracting El Paso, TX BIDDER 3 OF (El Paso J.A.G., Ir El Paso, TX BIDDER 4 OF 6			ed Fire Systems & Concepts, LLC ed Fire Systems & Concepts, LLC. El Paso, TX BIDDER 5 OF 6		Joanne Robles dba RRS Testin Wilson, TX BIDDER 6 OF 6	ı
	nspection Services by Si	ize of Backflow Pr	eventer							•			•			•				
Item No.	Description	Estimated Annual Quantity (A)	Unit of Measure	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D=C X3) (D)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Price (B)	Yearly Total 3 Year Total (C = A X B) (D = C X 3) (D)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)
1	1/2" Backflow	2	Each	\$135.00	\$ 270.00	\$ 810.00	\$200.00	\$ 400.00	\$ 1,200.00	\$190.00	\$ 380.00	\$ 1,140.00	\$65.00	\$ 130.00	\$ 390.00	\$60.00	\$ 120.00 \$ 360.00	\$55.00	\$ 110.00	\$ 330.00
2	3/4" Backflow	71	Each	\$135.00	\$ 9,585.00	\$ 28,755.00	\$200.00	\$ 14,200.00	\$ 42,600.00	\$190.00	\$ 13,490.00	\$ 40,470.00	\$65.00	\$ 4,615.00	\$ 13,845.00	\$60.00	\$ 4,260.00 \$ 12,780.00 Bidder's Price: Bidder's Price: \$4,440.00 \$13,320.00 \$ 1,680.00 \$ 5,040.00	\$55.00	\$ 3,905.00	\$ 11,715.00
3	1" Backflow	28	Each	\$135.00	\$ 3,780.00	\$ 11,340.00	\$200.00	\$ 5,600.00	\$ 16,800.00	\$190.00	\$ 5,320.00	\$ 15,960.00	\$65.00	\$ 1,820.00	\$ 5,460.00	\$60.00	Bidder's Price: Bidder's Price: \$1,800.00 \$5,400.00	\$65.00	\$ 1,820.00	\$ 5,460.00
4	1 1/4" Backflow	7	Each	\$135.00	\$ 945.00	\$ 2,835.00	\$200.00	\$ 1,400.00	\$ 4,200.00	\$190.00	\$ 1,330.00	\$ 3,990.00	\$65.00	\$ 455.00	\$ 1,365.00	\$60.00	\$ 420.00 \$ 1,260.00	\$65.00	\$ 455.00	\$ 1,365.00
5	1 1/2" Backflow	28	Each	\$135.00	\$ 3,780.00	\$ 11,340.00	\$200.00	\$ 5,600.00	\$ 16,800.00	\$190.00	\$ 5,320.00	\$ 15,960.00	\$75.00	\$ 2,100.00	\$ 6,300.00	\$60.00	\$ 1,680.00 \$ 5,040.00	\$65.00	\$ 1,820.00	\$ 5,460.00
6	2" Backflow	60	Each	\$145.00	\$ 8,700.00	\$ 26,100.00	\$200.00	\$ 12,000.00	\$ 36,000.00	\$220.00	\$ 13,200.00	\$ 39,600.00	\$75.00	\$ 4,500.00	\$ 13,500.00	\$60.00	\$ 3,600.00 \$ 10,800.00	\$65.00	\$ 3,900.00	\$ 11,700.00
7	2 1/2" Backflow	16	Each	\$145.00	\$ 2,320.00	\$ 6,960.00	\$200.00	\$ 3,200.00	\$ 9,600.00	\$220.00	\$ 3,520.00	\$ 10,560.00	\$75.00	\$ 1,200.00	\$ 3,600.00	\$60.00	\$ 960.00 \$ 2,880.00	\$65.00	\$ 1,040.00	\$ 3,120.00
8	3" Backflow	34	Each	\$150.00	\$ 5,100.00	\$ 15,300.00	\$300.00	\$ 10,200.00	\$ 30,600.00	\$220.00	\$ 7,480.00	\$ 22,440.00	\$75.00	\$ 2,550.00	\$ 7,650.00	\$60.00	\$ 2,040.00 \$ 6,120.00	\$75.00	\$ 2,550.00	\$ 7,650.00
9	4" Backflow	16	Each	\$160.00	\$ 2,560.00	\$ 7,680.00	\$400.00	\$ 6,400.00	\$ 19,200.00	\$220.00	\$ 3,520.00	\$ 10,560.00	\$85.00	\$ 1,360.00	\$ 4,080.00	\$60.00	\$ 960.00 \$ 2,880.00	\$75.00	\$ 1,200.00	\$ 3,600.00
10	6" Backflow	34	Each	\$180.00	\$ 6,120.00	\$ 18,360.00	\$500.00	\$ 17,000.00	\$ 51,000.00	\$265.00	\$ 9,010.00	\$ 27,030.00	\$85.00	\$ 2,890.00	\$ 8,670.00	\$90.00	\$ 3,060.00 \$ 9,180.00	\$95.00	\$ 3,230.00	\$ 9,690.00
11	8" Backflow	8	Each	\$185.00	\$ 1,480.00	\$ 4,440.00	\$600.00	\$ 4,800.00	\$ 14,400.00	\$295.00	\$ 2,360.00	\$ 7,080.00	\$85.00	\$ 680.00	\$ 2,040.00	\$90.00	\$ 720.00 \$ 2,160.00 Bidder's Price: Bidder's Price: \$90.00 \$270.00	\$105.00	\$ 840.00	\$ 2,520.00
	то				\$ 44,640.00	\$ 133,920.00		\$ 80,800.00	\$ 242,400.00		\$ 64,930.00	\$ 194,790.00		\$ 22,300.00	\$ 66,900.00		\$ 19,500.00 \$ 58,500.00 Bidder's Price: \$19,170.00 \$ Bidder's Price: \$57,510.00		\$ 20,870.00	\$ 62,610.00
Item	Labor				Ut. B.t.			Harris Bata		I	Ut. B.t.		l	U		1	Harris Bata		Harris Bata	
No.		escription		s	Hourly Rate		_	Hourly Rate			Hourly Rate			Hourly Rate			Hourly Rate	_	Hourly Rate	
2	Emergency (Afterho	egular Rate	olidavs)	s		145.00 225.00	s		175.00 300.00	\$ 150.00 \$ 250.00										
	OPTION TO EXTEND			Ť		220.00	<u> </u>		000.00	Ť		200.00	•		101.00	•	55.55			
AGREEMENT THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIM PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND. BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR:																				
тwо	(2) ADDITIONAL YEARS	AT THE SAME UN	NIT PRICE(S)		х			х			Х			х			х		х	
	NO OPTION	N OFFERED																		
DIDO CO	AMENDMENTS A				YES	DIDO DECT		YES	LOOM DID:		YES	Ne		YES			NO		YES	
	IDS SOLICITED: 839 LOCAL BIDS SOLICITED: 419 BIDS RECEIVED: 6 LOCAL BIDS RECEIVED: 5 NO BID: 7 IOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.																			



2024-0478 Citywide Backflow Inspections and Repairs

	2024-0478 View List	
1.	Delta Pest Control & Lawn Service (Delta Unlimited	deltapcl@deltaunlimited.com
	LLc)	
2.	RRS Testing	
3.	Desert Contracting LLC	desert@desertcontracting.org
4.	Integrated Fire Systems (EP Integrated Fire Systems	ggarcia@ifc-ep.com
	& Concepts, LLC)	
5.	EL PASO JAG INC.	Jag@elpasojag.com
6.	Bella Luna Engineering and Building Maintenance	ana@bellalunaengineering.net
7.	3DS ELECTRICAL CONTRACOR LLC	luis@3dselectric.com
8.	3rd Generation Services, LLC	Mike@3rdgenerationservices.com
9.	Access Communications Group, LLC	sales@acglp.com
10.	Amtek USA, Austin	amtek.austin@amtekusa.com
11.	Brock & Bustillos Inc.	roman@brockbustillos.com
12.	City of El Paso Strategic Partners	lupe.valenzuela01@gmail.com
13.	ConstructConnect	content@constructconnect.com
14.	Construction Reporter	rebecca@constructionreporter.co
		m
15.	Dantex General Contractors	jreyes@dantexconstruction.com
16.	Fastenal	cacalero@fastenal.com
17.	G.R.A.C.E. Construction	
18.	Indoff, Inc (Indoff, Incorporated)	cherrie.bledsoe@indoff.com
19.	JM Roofing & Construction, LLC. (Joel Martin	jmroofingconstruction@gmail.co
	Construction)	m
20.	Kindle Fischer Specialty Products (Kindle Fischer	j.martinez@kindlefischer.com
	Specialty Chemicals LLC)	
21.	Mean Clean LLC	
22.	Steel Specialties	jesse@steelspecialtiesinc.net
23.	The Planit Room	projects@theplanitroom.com
24.	Vizcarra Plumbing, LLC	vizcarraplumbingllc@gmail.com
25.	Ximalli Security Solutions	annette.medina1983@gmail.com
26.	ZTEX Construction, Inc.	deltapcl@deltaunlimited.com

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit. A person making a contribution, including the contributor's spouse. "Contributor" "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district. "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item. "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	Joanne Robles
Business Name	RRS Testing
Agenda Item Type	2024-0478 Citywide Backflow Inspections and Repairs
Relevant Department	Streets and Maintenance

Disclos	ure Affirmation: Please check the appropriate box below to indicate whether you have made campaign
contribu	tions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s)
or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.
~	I have NOT made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.
OR	
	I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor	1/0/280/280	
District 1		
District 2		5
District 3		
District 4	1 300000	5/,
District 5		
District 6	A TRY A	
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.

Signature:	Joanne Robles	Date: 5/14/2024

Legislation Text

File #: 24-1469, 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 7

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 that the City Council declares the expenditure of District 7 discretionary funds, in an amount not to exceed \$34,000 for traffic safety improvements on Castner Drive, serves the municipal purpose of enhancing and sustaining the community's transportation network.

Further, that the City Manager, or designee, be authorized to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended for the municipal purpose.

RESOLUTION

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

THAT City Council declares the expenditure of District 7 discretionary funds, in an amount not to exceed \$34,000 for traffic safety improvements on Castner Drive, serves the municipal purpose of enhancing and sustaining the community's transportation network.

Further, that the City Manager, or designee, be authorized to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended for the municipal purpose.

APPROVED this	day of	2024.
		THE CITY OF EL PASO:
		Oscar Leeser Mayor
ATTEST:		
Laura D. Prine City Clerk		
APPROVED AS TO FORM:		
Leus Leintrick		
Jesus A. Quintanilla Assistant City Attorney		



District: 7

Roadway: Castner Dr.

Limits: Lee Trevino to Zaragoza

Project Length: 1.5 MI

Type of Work: Speed Mitigation - Signage and Pavement Markings

	Major Bid Items					
ITEM	CODE	DESCRIPTION	UNIT	QTY	PRICE	Total
R1-1		SM RD SGN (INST SIGN ONLY) 48 x 48	EA	12.00	\$200.00	\$2,400.00
R2-1		SM RD SGN (INST SIGN ONLY)	4	4.00	\$4,100.00	\$16,400.00
666	ELP3	REFL PAV MRK TY II (W) 4" (BRK) (100MIL)	LF	3000.00	\$0.56	\$1,680.00
666	6126	REFL PAV MRK TY II (W) 4" (SLD) (100 MIL)	LF	17764.00	\$0.56	\$9,947.84
666	ELP3	REFL PAV MRK TY II (Y) 4" (BRK) (100MIL)	LF	8892.00	\$0.56	\$4,979.52
666	6207	REF PAV MRK TY II (Y) 4" (SLD)	LF	8892.00	\$0.56	\$4,979.52
	PROJECT TOTAL					\$40,386.88



300 N. Campbell El Paso, TX

Legislation Text

File #: 24-1472, 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 7

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 authorize the expenditure of District 7 discretionary funds in an amount not to exceed \$10,000, to purchase 2 Speed Feedback Signs to be installed within District 7, this expenditure serves the municipal purpose of slowing traffic, to improve safety for pedestrians and bicyclists, and reduces the need for constant police enforcement by providing immediate speed feedback for drivers.

RESOLUTION

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

That the City Council declares that the expenditure of District 7 discretionary funds, in an amount not to exceed \$10,000.00, to purchase 2 Speed Feedback Signs to be installed within District 7, this expenditure serves the municipal purpose of slowing traffic, to improve safety for pedestrians and bicyclists, and reduces the need for constant police enforcement by providing immediate speed feedback for drivers.

APPROVED this	day of	2024.
		THE CITY OF EL PASO:
		Oscar Leeser Mayor
ATTEST:		
Laura D. Prine City Clerk		
APPROVED AS TO FORM:		

Mona H. Heydarian Assistant City Attorney

Legislation Text

File #: 24-1475, 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 3

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

AGENDA LANGUAGE:

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

Discussion and action to authorize the expenditure of District 3 discretionary funds in an amount not to exceed \$11,600.00 to be used towards an inclusive and sensory friendly, Trunk-or-Treat Halloween event in District 3, Movies in the Park events, enhancing street lights in District 3 providing updates to all residents residing in District 3 and hosting a special event for District 3 Neighborhood Associations serves a municipal purpose by setting the standard for a safe and secure city, enhancing El Paso's quality of life, promoting transparent and consistent communication among all members of the community, and nurturing and promoting a healthy and sustainable community.

CITY OF EL PASO, TEXAS AGENDA ITEM AGENDA SUMMARY FORM

DEPARTMENT: Mayor & Council

AGENDA DATE: 10.22.24

CONTACT PERSON NAME AND PHONE NUMBER: Representative Cassandra Hernandez ~ 915.212.0003

DISTRICT(S) AFFECTED: District 3

STRATEGIC GOAL

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

Goal 3 - Promote the Visual Image of El Paso

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

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

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

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

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.

Discussion and action to authorize the expenditure of District 3 discretionary funds in an amount not to exceed \$11,600.00 to collaborate with the Ralph Cloud Neighborhood Association and Eastwood Neighborhood Association, Parks and Recreation Department and to cover the expenses of the street lights pending to be replaced in District as well to provide an annual report to taxpayers in District 3 and a District 3 Neighborhood Associations special event. It serves a municipal purpose by setting the standard for a safe and secure city, enhancing El Paso's quality of life, promoting transparent and consistent communication among all members of the community, and nurturing and promoting a healthy and 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 Office of District 3 will cover the expenses for Ralph Cloud Neighborhood Association and Eastwood Neighborhood Association to host Movies in the Park and host in collaboration the Halloween "Trunk-or-Treat" Carnival (low-sensory) with the Parks and Recreation Department at the Eastwood (Album) Park to strengthen the community involvement with residents and promote El Paso's unique identity as it creates a recreational program and enhances the park system and outdoor offering. The funds will also cover the expenses of the street lights pending to be replaced in District 3 to improve the visual impression, investing and beautifying the street infrastructure to protect the safety of the community. The funds will be invested to provide an annual report to constituents residing in District 3 and a Neighborhood Association special event will be coordinated and hosted as a proactive community outreach supporting transparency, integrity, compliance, inclusion, and efficient services to the taxpayers.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

Yes, previous use of discretionary funds for City projects and parks have been considered and approved.

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 3	B Discretionary Funds	•				

RESOLUTION

WHEREAS, the Office of District 3 has hosted several community initiatives throughout the years to strengthen relationships between the public and its local government and to increase community togetherness and well-being; and

WHEREAS, August 26, 2022, the Office of District 3, along with the Parks and Recreation Department hosted a Movies in the Park event, where a free movie and snacks were provided to the community; and

WHEREAS, the 2022 event had such overwhelming attendance by families, the Office of District 3 recognized that there is a clear demand for these types of neighborhood gatherings, and this year, District 3 plans to partner again with the Ralph Cloud Neighborhood Association and Eastwood Neighborhood Association to have two movie events at City parks in District 3; and

WHEREAS, the Office of District 3 will use discretionary funds to fund the Movies in the Park events and expenses to include but not limited to promotion, resident outreach, movies, and movie playing equipment, additional park lighting, and refreshments; and

WHEREAS, "Trunk or Treat" Halloween events co-hosted by the Office of District 3 are a holiday tradition and continue to include a sensory-friendly "Trunk-or-Treat" Halloween event in partnership with the Parks and Recreation Department, El Paso Public Library, and the Office of Justice of the Peace Josh Herrera; and

WHEREAS, the Office of District 3 wishes to host this event to create an inclusive and safe Halloween experience for all including those with sensory sensitivities, food allergies and/or disabilities; and

WHEREAS, District 3 Representative, Cassandra Hernandez, desires to contribute discretionary funds in an amount not to exceed \$2,600.00 for permitted activities associated with hosting an inclusive and safe Movies in the Park and Halloween experience; and

WHEREAS, the City Council finds that the expenditure of District 3 discretionary funds in an amount not to exceed \$2,600.00 to be used towards an inclusive and sensory-friendly, Trunk-or-Treat Halloween event and Movies in the Park in District 3, serves a municipal purpose by setting the standard for a safe and secure city, enhancing El Paso's quality of life, promoting transparent and consistent communication among all members of the community, and nurturing and promoting a healthy and sustainable community; and

WHEREAS, the Office of District 3 will use discretionary funds to inform constituents residing in District 3 with an annual report to promote transparency, consistent communication, and inclusion, District 3 will also host a special event with the District 3 Neighborhood Associations; and

WHEREAS, the City Council finds that the expenditure of District 3 discretionary funds in an amount not to exceed \$4,000.00 to be used towards the Neighborhood Association special

event and annual report which serves a municipal purpose by promoting transparent and consistent communication among all members of the community, and nurturing and promoting a healthy and sustainable community; and

WHEREAS, the Office of District 3 will use discretionary funds in an amount not to exceed \$5,000.00 to improve streets lights in District 3 to improve the visual impression, invest and beautify the street infrastructure to protect the safety of the community; and

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

THAT the City Council declares the expenditure of District 3 discretionary funds in an amount not to exceed \$11,600.00 to be used towards an inclusive and sensory friendly, Trunk-or-Treat Halloween event in District 3, Movies in the Park events, enhancing street lights in District 3, providing updates to all residents residing in District 3 and hosting an special event for District 3 Neighborhood Associations serves a municipal purpose by setting the standard for a safe and secure city, enhancing El Paso's quality of life, promoting transparent and consistent communication among all members of the community, and nurturing and promoting a healthy and sustainable community.

THAT the City Manager, or designee, be authorized to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended to carry out the purpose of this resolution; and

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

APPROVED this	day of	, 2024.		
		THE CITY OF EL PASO:		
		Oscar Leeser		
A TOTAL CITY		Mayor		
ATTEST:				
Laura D. Prine				
City Clerk				
APPROVED AS TO FORM:				
(9				
Carlos L. Armendariz				
Assistant City Attorney				



300 N. Campbell El Paso, TX

Legislation Text

File #: 24-1482, 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 Brian Kennedy, (915) 212-0001

AGENDA LANGUAGE:

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

Discussion and action to direct the City Manager and City Attorney to research, benchmark, and make recommendations regarding the portions of the State Statute that governs the Firemen and Policemen's Pension Fund, Tex. Rev. Civ. Stat. Article 6243b that involve the City and provide information on all recommendations to the Firemen and Policemen Fund.

CITY OF EL PASO, TEXAS AGENDA ITEM AGENDA SUMMARY FORM

Mayor and City Council

AGENDA DATE:

October 22. 2024

CONTACT PERSON NAME AND PHONE NUMBER:

City Representative Brian Kennedy, 915.212.0001

DISTRICT(S) AFFECTED:

All Districts.

STRATEGIC GOAL:

Goal 2

SUBJECT:

Discussion and action to direct the City Manager and City Attorney to research, benchmark, and make recommendations regarding the portions of the State Statute that governs the Firemen and Policemen's Pension Fund, Tex. Rev. Civ. Stat. Article 6243b that involve the City and provide information on all recommendations to the Firemen and Policemen Fund.

BACKGROUND / DISCUSSION:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A



300 N. Campbell El Paso, TX

Legislation Text

File #: 24-1485, 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 Brian Kennedy, (915) 212-0001

AGENDA LANGUAGE:

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

Discussion and action regarding the September 12, 2024, and October 11, 2024, El Paso Firemen and Policemen Fund Second-Tier Plan Cost-of-Living Adjustment correspondence submitted to the City Manager.

CITY OF EL PASO, TEXAS AGENDA ITEM AGENDA SUMMARY FORM

DEPARTMENT: Mayor and City Council
AGENDA DATE: October 22, 2024
CONTACT PERSON NAME AND PHONE NUMBER: City Representative Brian Kennedy, 915.212.0001
DISTRICT(S) AFFECTED: All Districts.
STRATEGIC GOAL: Goal 2
SUBJECT: Discussion and action regarding the September 12, 2024, and October 11, 2024, El Paso Firemen and Policemen Fund Second-Tier Plan Cost-of-Living Adjustment correspondence submitted to the City Manager
BACKGROUND / DISCUSSION: N/A
PRIOR COUNCIL ACTION: N/A
AMOUNT AND SOURCE OF FUNDING: N/A

Legislation Text

File #: 24-1464, 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 that the City Council authorizes the expenditure of District 8 discretionary funds in an amount not to exceed THREE THOUSAND AND 00/100 DOLLARS (\$3,000.00) towards the FY 2025 District 8 "Movies in the Park" series, and declares that this expenditure serves the municipal purpose of providing recreational and cultural activities to the residents of and visitors to the City of El Paso, which benefits the community and instills community pride.

CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: Mayor and Council

AGENDA DATE: 10/22/2024

CONTACT PERSON NAME AND PHONE NUMBER:

Rep. Chris Canales, 915-212-0008

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL:

Goal 4 - Enhance El Paso's Quality of Life Through Recreational, Cultural & Educational Environments

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 that the City Council authorizes the expenditure of District 8 discretionary funds in an amount not to exceed THREE THOUSAND AND 00/100 DOLLARS (\$3,000.00) towards the FY 2025 District 8 "Movies in the Park" series, and declares that this expenditure serves the municipal purpose of providing recreational and cultural activities to the residents of and visitors to the City of El Paso, which benefits the community and instills community pride.

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:

District 8 Discretionary Funds

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?

 ,	

AND	

REQUIRED AUTHORIZATION	

RESOLUTION

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

That the City Council authorizes the expenditure of District 8 discretionary funds in an amount not to exceed THREE THOUSAND AND 00/100 DOLLARS (\$3,000.00) towards the costs of equipment rental, movie license fees, permits, staff time and other related items necessary for the support of the 2025 "Movies in the Park" event, a series of movie nights in parks located within District 8, and declares that this expenditure serves the municipal purpose of providing recreational and cultural activities to the residents of and visitors to the City of El Paso, which benefits the community and instills community pride; and

That the City Manager is authorized to accept donations for sponsorship of the event, to negotiate and sign contracts as approved by the City Attorney, and to appropriate and ensure that the funds are properly expended for the municipal purpose.

APPROVED this day of	, 2024.	
	CITY OF EL PASO:	
	Oscar Leeser Mayor	
ATTEST:		
Laura D. Prine City Clerk		
APPROVED AS TO FORM:		
Karla Sasna Karla A. Saenz Assistant City Attorney		

Legislation Text

File #: 24-1465, 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 7

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 that the City Council declares that the expenditure of District 7 discretionary funds, in an amount not to exceed \$28,777.00, to assist with the installation of new floor tiles at the Pavo Real Senior Center, serves the municipal purpose of enhancing the quality of life of the citizens of El Paso through promoting community recreation, and by fostering community pride and encouraging civic engagement; and to direct the City Manager, or designee, to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended for the municipal purpose.

RESOLUTION

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

That the City Council declares that the expenditure of District 7 discretionary funds, in an amount not to exceed \$28,777.00, to assist with the installation of new floor tiles at the Pavo Real Senior Center, serves the municipal purpose of enhancing the quality of life of the citizens of El Paso through promoting community recreation, and by fostering community pride and encouraging civic engagement; and

Further, that the City Manager, or designee, be authorized to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended for the municipal purpose.

APPROVED this	day of	2024.
		THE CITY OF EL PASO:
		Oscar Leeser Mayor
ATTEST:		·
Laura D. Prine City Clerk		
APPROVED AS TO FORM:		
Ignacio R. Troncoso		

Assistant City Attorney



Page: 1 of 8

City of El Paso

300 N. Campbell Financial Services El Paso TX 79901 United States

Dispatched		Dispatch Via Print
Purchase Order	Date	Revision
CEP01-2024008341	07-23-2024	
Payment Terms	Freight Terms	Ship Via
Net 30	•	See Detail Below
Buyer	Phone/ Email	Currency
EP MarketPlace Batch User		USD

Supplier: 1000036654 THE CARPET PILE OF TEXAS INC CARPET PILE

1141 LARRY MAHAN STE

103

EL PASO TX 79925-6517

United States

Streets and Maintenance Maintenance Department 7968 SAN PAULO EL PASO TX 79907 United States

Attention: See Detail Below Bill To: Streets and Maintenance Department 7968 SAN PAULO EL PASO TX 79907 United States

Tax Exen Line- Sch	npt? Y Item/Description	Tax Exempt ID: 746000749 Mfg ID	Quantity	UOM	Replenishment PO Price	Option: Standard Extended Amt	Due Date
1 - 1	1 Demo Existing VCT		10620.00	EA	0.85	9027.00	07/23/2024

Ship Via:

Ship To:

Attention: Vick, Andrea

<u>Chartfields</u>

Status	Percentage	PO Qty	Amount	
Open	100.0000	10620.0000	9027.000	

GLUnit	Accoun t	Oper	Unit	Fund	Dept	
CEP01	532000	532		4930	31040	
PCBusUni t	Projec	t	Activi	ty		
CEP01	PIFSAM	FAC	OTHER			

Details/Tax

BaseAmt	BaseCurrency	Currency	Location	Consigned
9027.000	USD	USD	900-050	N

Req Details

ReqBU	ReqID	Lın	Sch	Dist	OpenQty	Requester	RequesterNm	Attention	
CEP01	20240067	1	1	1				Vick,	
	96							Andrea	
							Cabadula T	'etal	۵,

Schedule Total 9027.00

NOTICE: By issuing this Purchase Order, the City neither waives nor renounces any or all claims and/or rights that it may have including but not limited to the claims and rights the City may have arising out of or related to any breach of this or any other contract the City may have with this vendor.

Unauthorized

Purchasing Director Total PO Amount 48,377.00

NOTE: Unless Reference is made to a specific Contract, this Purchase order is subject to the City of El Paso's standard purchase order terms and conditions. The Terms and Conditions may be viewed on our web site at: https://www.elpasotexas.gov/purchasing/. Please reference Purchase Order on 2024008341 all Invoices, Packing Slips and Correspondence.

Page: 2 of 8

City of El Paso

300 N. Campbell **Financial Services** El Paso TX 79901 **United States**

Dispatch Via Print Dispatched Purchase Order Date Revision 07-23-2024 CEP01-2024008341 Ship Via **Payment Terms** Freight Terms Net 30 See Detail Below Buyer Phone/ Email Currency EP MarketPlace Batch User USD

Supplier: 1000036654 THE CARPET PILE OF **TEXAS INC CARPET PILE**

1141 LARRY MAHAN STE

EL PASO TX 79925-6517 **United States**

Streets and Maintenance Department 7968 SAN PAULO **EL PASO TX 79907**

United States

Attention: See Detail Below

Bill To:

Streets and Maintenance Department 7968 SAN PAULO **EL PASO TX 79907 United States**

Tax Exempt? Y Line-Item/Description Tax Exempt ID: 746000749 Mfg ID

Ship To:

Quantity UOM Replenishment Option: Standard PO Price

Extended Amt Due Date

Sch

Item Total

9027.00

10620.00

2.75

29205.00

07/23/2024

VCT - Tarkett

Ship Via:

Attention: Vick, Andrea

DIST: 1

<u>Chartfields</u>

Status	Percentage	PO Qty	Amount
Open	100.0000	10620.0000	29205.000

GLUnit	Accoun t	OperUnit	Fund	Dept
CEP01	532000	532	4930	31040

PCBusUni t	Project	Activity
CEP01	PIFSAMFAC	OTHER

Details/Tax

BaseAmt	BaseCurrency	Currency	Location	Consigned
29205.000	USD	USD	900-050	N

Req Details

ReqBU	ReqID	Lin	Sch	Dist	OpenQty	Requester	RequesterNm	Attention
CEP01	20240067	2	1	1				Vick,
	96							Andrea

29205.00 Schedule Total

Item Total

29205.00

NOTICE: By issuing this Purchase Order, the City neither waives nor renounces any or all claims and/or rights that it may have including but not limited to the claims and rights the City may have arising out of or related to any breach of this or any other contract the City may have with this vendor.

Unauthorized

Purchasing Director Total PO Amount 48,377.00

NOTE: Unless Reference is made to a specific Contract, this Purchase order is subject to the City of El Paso's standard purchase order terms and conditions. The Terms and Conditions may be viewed on our web site at: https://www.elpasotexas.gov/purchasing/. Please reference Purchase Order on 2024008341 all Invoices, Packing Slips and Correspondence.

Page: 3 of 8

City of El Paso

300 N. Campbell **Financial Services** El Paso TX 79901 **United States**

Dispatch Via Print Dispatched Purchase Order Date Revision 07-23-2024 CEP01-2024008341 Ship Via **Payment Terms** Freight Terms Net 30 See Detail Below Buyer Phone/ Email Currency EP MarketPlace Batch User USD

Supplier: 1000036654 THE CARPET PILE OF **TEXAS INC** CARPET PILE

1141 LARRY MAHAN STE

United States

EL PASO TX 79925-6517

Streets and Attention: See Detail Below Maintenance Department

7968 SAN PAULO **EL PASO TX 79907 United States**

Bill To: Streets and Maintenance Department

7968 SAN PAULO **EL PASO TX 79907 United States**

lax Exem	pt? Y
Line-	Item/Description
Sch	·

Tax Exempt ID: 746000749 Mfg ID

Ship To:

Quantity UOM Replenishment Option: Standard PO Price **Extended Amt**

Due Date

3 - 1Floor Prep 10620.00 EΑ 0.35

3717.00 07/23/2024

Ship Via:

Attention: Vick, Andrea

Chartfields

DIST: 1

Status Percentage		PO Qty Amount		
Open	100.0000	10620.0000	3717.000	

GLUnit	Accoun t	OperUnit	Fund	Dept	
CEP01	532000	532	4930	31040	

PCBusUni t	Project	Activity
CEP01	PIFSAMFAC	OTHER

Details/Tax

BaseAmt	BaseCurrency	Currency	Location	Consigned
3717.000	USD	USD	900-050	N

Req Details

ReqBU	ReqID	Lin	Sch	Dist	OpenQty	Requester	RequesterNm	Attention
CEP01	20240067	3	1	1				Vick,
	96							Andrea

Schedule Total

Item Total

3717.00

3717.00

Vinyl Base

1920.00 EΑ 1.40

2688.00 07/23/2024

NOTICE: By issuing this Purchase Order, the City neither waives nor renounces any or all claims and/or rights that it may have including but not limited to the claims and rights the City may have arising out of or related to any breach of this or any other contract the City may have with this vendor.

Unauthorized

Purchasing Director

Total PO Amount

48,377.00

NOTE: Unless Reference is made to a specific Contract, this Purchase order is subject to the City of El Paso's standard purchase order terms and conditions. The Terms and Conditions may be viewed on our web site at: https://www.elpasotexas.gov/purchasing/. Please reference Purchase Order on 2024008341 all Invoices, Packing Slips and Correspondence.

Page: 4 of 8

City of El Paso

300 N. Campbell Financial Services El Paso TX 79901 United States

Dispatch Via Print Dispatched Purchase Order Date Revision 07-23-2024 CEP01-2024008341 Ship Via **Payment Terms** Freight Terms Net 30 See Detail Below Buyer Phone/ Email Currency EP MarketPlace Batch User USD

Supplier: 1000036654 THE CARPET PILE OF

TEXAS INC CARPET PILE

1141 LARRY MAHAN STE

103

EL PASO TX 79925-6517

United States

Ship To: Streets and

Maintenance Department 7968 SAN PAULO EL PASO TX 79907 United States Attention: See Detail Below Bil

Bill To:

Streets and Maintenance

Department 7968 SAN PAULO EL PASO TX 79907 United States

Tax Exempt? Y
Line- Item/Description

Tax Exempt ID: 746000749 Mfg ID

Quantity UOM

Replenishment Option: Standard

PO Price

Extended Amt Due Date

Line-Sch

Ship Via: Attention: Vick, Andrea

DIST: 1

<u>Chartfields</u>

Status	Percentage	PO Qty	Amount	Amount	
Open	100.0000	1920.0000	2688.000		

GLUnit	Accoun t	OperUnit	Fund	Dept	
CEP01	532000	532	4930	31040	

PCBusUni t	Project	Activity
CEP01	PIFSAMFAC	OTHER

Details/Tax

BaseAmt	BaseCurrency	rrency Currency Location		Consigned	
2688.000	USD	USD	900-050	N	

Req Details

ReqBU	ReqID	Lin	Sch	Dist	OpenQty	Requester	RequesterNm	Attention
CEP01	20240067 96	4	1	1				Vick, Andrea

Schedule Total

2688.00

Item Total 2688.00

5 - 1 5 Demo Existing Ceramic Tile 270.00 EA

2.75

742.50 07/23/2024

Ceramic Tile

Ship Via:

Attention: Vick, Andrea

DIST: 1

NOTICE: By issuing this Purchase Order, the City neither waives nor renounces any or all claims and/or rights that it may have including but not limited to the claims and rights the City may have arising out of or related to any breach of this or any other contract the City may have with this vendor.

Unauthorized

Purchasing Director Total PO Amount 48,377.00

NOTE: Unless Reference is made to a specific Contract, this Purchase order is subject to the City of El Paso's standard purchase order terms and conditions. The Terms and Conditions may be viewed on our web site at: https://www.elpasotexas.gov/purchasing/. Please reference Purchase Order on 2024008341 all Invoices, Packing Slips and Correspondence.

Page: 5 of 8

City of El Paso

300 N. Campbell **Financial Services** El Paso TX 79901 **United States**

Dispatch Via Print Dispatched Purchase Order Date Revision 07-23-2024 CEP01-2024008341 Ship Via **Payment Terms Freight Terms** Net 30 See Detail Below Buyer Phone/ Email Currency EP MarketPlace Batch User USD

Supplier: 1000036654 THE CARPET PILE OF **TEXAS INC CARPET PILE**

1141 LARRY MAHAN STE

EL PASO TX 79925-6517

United States

Streets and Ship To: Maintenance Department

7968 SAN PAULO **EL PASO TX 79907 United States**

Attention: See Detail Below Bill To: Streets and Maintenance

Department 7968 SAN PAULO EL PASO TX 79907 **United States**

Tax Exempt? Y Tax Exempt ID: 746000749 Replenishment Option: Standard

Line-Item/Description Mfg ID Quantity UOM PO Price Extended Amt **Due Date** Sch

Chartfields

Status	Percentage	PO Qty	Amount	
Open	100.0000	270.0000	742.500	

GLUnit	Accoun t	OperUnit	Fund	Dept
CEP01	532000	532	4930	31040
PCBusUni	Projec	t Activ	rity	

PCBusUni t	Project	Activity
CEP01	PIFSAMFAC	OTHER

Details/Tax

BaseAmt	BaseCurrency	urrency Currency Lo		Consigned
742.500	USD	USD	900-050	N

Req Details

ReqBU	ReqID	Lin	Sch	Dist	OpenQty	Requester	RequesterNm	Attention
CEP01	20240067	5	1	1				Vick,
	96							Andrea

Schedule Total 742.50

Item Total 742.50

6 - 1 270.00 5.50 1485.00 07/23/2024 New Ceramic Floor

Ship Via: Attention: Vick, Andrea

DIST: 1

<u>Chartfields</u>

Tile

NOTICE: By issuing this Purchase Order, the City neither waives nor renounces any or all claims and/or rights that it may have including but not limited to the claims and rights the City may have arising out of or related to any breach of this or any other contract the City may have with this vendor.

Unauthorized

Purchasing Director Total PO Amount 48,377.00

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Page: 6 of 8

City of El Paso

300 N. Campbell **Financial Services** El Paso TX 79901 **United States**

Dispatch Via Print Dispatched Purchase Order Date Revision 07-23-2024 CEP01-2024008341 **Payment Terms** Ship Via **Freight Terms** Net 30 See Detail Below Buyer Phone/ Email Currency EP MarketPlace Batch User USD

Supplier: 1000036654 THE CARPET PILE OF **TEXAS INC** CARPET PILE

1141 LARRY MAHAN STE EL PASO TX 79925-6517

United States

Streets and Ship To: Maintenance Department

7968 SAN PAULO **EL PASO TX 79907 United States**

Attention: See Detail Below Bill To:

Streets and Maintenance

Department 7968 SAN PAULO EL PASO TX 79907 **United States**

Due Date

Tax Exempt? Y Tax Exempt ID: 746000749 Replenishment Option: Standard Line-Item/Description Mfg ID Quantity UOM PO Price Extended Amt

Percentage PO Qty Amount Status 100.0000 1485.000 Open 270.0000

GLUnit Accoun OperUnit Fund Dept CEP01 532000 532 4930 31040

PCBusUni Activity Project CEP01 PIFSAMFAC OTHER

Details/Tax

Sch

BaseAmt	BaseCurrency	Currency	Location	Consigned
1485.000	USD	USD	900-050	N

Req Details OpenQty RequesterNm ReqBU ReqID Lin Sch Dist Requester Attention CEP01 20240067 Vick, 96 Andrea

> **Schedule Total** 1485.00

Item Total 1485.00

7 - 1 Install Ceramic Floor Tile

270.00

EΑ

3.75

1012.50 07/23/2024

DIST: 1

Ship Via:

Attention: Vick, Andrea

<u>Chartfields</u>			
Status	Percentage	PO Qty	Amount
Open	100.0000	270.0000	1012.500

NOTICE: By issuing this Purchase Order, the City neither waives nor renounces any or all claims and/or rights that it may have including but not limited to the claims and rights the City may have arising out of or related to any breach of this or any other contract the City may have with this vendor.

Unauthorized

Purchasing Director Total PO Amount 48,377.00

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Page: 7 of 8

City of El Paso

300 N. Campbell Financial Services El Paso TX 79901 United States

Dispatch Via Print Dispatched Purchase Order Date Revision 07-23-2024 CEP01-2024008341 Ship Via **Payment Terms Freight Terms** Net 30 See Detail Below Buyer Phone/ Email Currency EP MarketPlace Batch User USD

Supplier: 1000036654 THE CARPET PILE OF TEXAS INC CARPET PILE 1141 LARRY MAHAN STE

1141 LARRY MAHAN STE 103 EL PASO TX 79925-6517 Streets and Maintenance Department 7968 SAN PAULO EL PASO TX 79907 United States Attention: See Detail Below

Bill To: Streets and Maintenance
Department
7968 SAN PAULO
EL PASO TX 79907
United States

Tax Exempt? Y

United States

ot? Y Tax Exempt ID: 746000749 Item/Description Mfg ID

Quantity UOM

Replenishment Option: Standard
PO Price Extended Amt

PO Price Extended Amt Due Date

PCBusUni Project Activity
t

CEP01 PIFSAMFAC OTHER

Details/Tax

Line-

Sch

BaseAmt	BaseCurrency	Currency	Location	Consigned
1012.500	USD	USD	900-050	N

Ship To:

Req Details

ReqBU	ReqID	Lin	Sch	Dist	OpenQty	Requester	RequesterNm	Attention
CEP01	20240067	7	1	1				Vick,
	96							Andrea

Schedule Total 1012.50

Item Total 1012.50

8 - 1 8 1.00 AMT 500.00 500.00 07/23/2024 Disposal

Ship Via: Attention: Vick, Andrea

DIST: 1

 Chartfields
 Status
 Percentage
 PO Qty
 Amount

 Open
 100.0000
 1.0000
 500.000

GLUnit	Accoun	OperUnit	Fund	Dept	
				-	
	t				

NOTICE: By issuing this Purchase Order, the City neither waives nor renounces any or all claims and/or rights that it may have including but not limited to the claims and rights the City may have arising out of or related to any breach of this or any other contract the City may have with this vendor.

Unauthorized

Purchasing Director Total PO Amount 48,377.00

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Page: 8 of 8

City of El Paso

300 N. Campbell Financial Services El Paso TX 79901 United States

Dispatch Via Print Dispatched Purchase Order Date Revision 07-23-2024 CEP01-2024008341 Ship Via **Payment Terms** Freight Terms Net 30 See Detail Below Buyer Phone/ Email Currency EP MarketPlace Batch User USD

Supplier: 1000036654 THE CARPET PILE OF TEXAS INC CARPET PILE 1141 LARRY MAHAN STE

TE

Streets and Maintenance Department 7968 SAN PAULO EL PASO TX 79907 United States Attention: See Detail Below Bill To:

Streets and Maintenance Department 7968 SAN PAULO EL PASO TX 79907 United States

EL PASO TX 79925-6517 United States

Tax Exempt? Y
Line- Item/Description
Sch
CEP01 532000 532

Tax Exempt ID: 746000749 Mfg ID

Ship To:

Quantity UOM

Replenishment Option: Standard
PO Price Extended Amt

t Due Date

 CEP01
 532000
 532
 4930
 31040

 PCBusUni
 Project
 Activity

t CEP01 PIFSAMFAC OTHER

<u>Details/Tax</u>

BaseAmt	BaseCurrency	Currency	Location	Consigned
500.000	USD	USD	900-050	N

Req Details

ReqBU	ReqID	Lin	Sch	Dist	OpenQty	Requester	RequesterNm	Attention
CEP01	20240067	8	1	1				Vick,
	96							Andrea

Schedule Total 500.00

Item Total 500.00

Total PO Amount 48377.00

NOTICE: By issuing this Purchase Order, the City neither waives nor renounces any or all claims and/or rights that it may have including but not limited to the claims and rights the City may have arising out of or related to any breach of this or any other contract the City may have with this vendor.

Unauthorized

Purchasing Director Total PO Amount 48,377.00

NOTE: Unless Reference is made to a specific Contract, this Purchase order is subject to the City of El Paso's standard purchase order terms and conditions. The Terms and Conditions may be viewed on our web site at: https://www.elpasotexas.gov/purchasing/. Please reference Purchase Order on 2024008341 all Invoices, Packing Slips and Correspondence.

Legislation Text

File #: 24-1466, 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 7

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 that the City Council declares the expenditure of District 7 discretionary funds, in an amount not to exceed \$34,000.00 for an ADA accessible ramp at Pavo Real Senior Center, serves the municipal purpose of enhancing the quality of life of the citizens of El Paso through promoting community recreation, and by fostering community pride and encouraging civic engagement; and

that City Council declares the expenditure of District 7 discretionary funds, in an amount not to exceed \$3,000 for three (3) televisions to be utilized at Pavo Real Senior Center, serves the municipal purpose of enhancing the quality of life of the citizens of El Paso through promoting community recreation and encouraging civic engagement; and

to direct the City Manager, or designee, to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended for the municipal purpose.

RESOLUTION

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

THAT City Council declares the expenditure of District 7 discretionary funds, in an amount not to exceed \$34,000.00 for an ADA accessible ramp at Pavo Real Senior Center, serves the municipal purpose of enhancing the quality of life of the citizens of El Paso through promoting community recreation, and by fostering community pride and encouraging civic engagement; and

THAT City Council declares the expenditure of District 7 discretionary funds, in an amount not to exceed \$3,000 for three (3) televisions to be utilized at Pavo Real Senior Center, serves the municipal purpose of enhancing the quality of life of the citizens of El Paso through promoting community recreation and encouraging civic engagement; and

Further, that the City Manager, or designee, be authorized to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended for the municipal purpose.

APPROVED this	day of	2024.
		THE CITY OF EL PASO:
		Oscar Leeser Mayor
ATTEST:		
Laura D. Prine City Clerk		
APPROVED AS TO FORM:		
Leus Leintrick		
Jesus A. Quintanilla		

Assistant City Attorney

BELLA LUNA ENGINEERING & BUILDING MAINTENANCE

PO Box 5467 El Paso, TX 79954 +19158881777 www.BellaLunaEngineering.net



Estimate

ADDRESS

Guillermo Hernandez Parks and Recreation Dept 801 Texas Ave.,2nd Floor El Paso, TX 79901 ESTIMATE # 1970
DATE 09/18/2024
EXPIRATION DATE 11/18/2024

SERVICE	DESCRIPTION	RATE	QTY	AMOUNT	
Labor & Materials	We are pleased to provide the following PROPOSAL for the construction of an ADA CONCRETE RAMP to be constructed in the rear exits at the PAVO REAL SENIOR CENTER, as requested and detailed by Construction Superintendent Guillermo Hernandez.	0.00	1	0.00	
	GENERAL SCOPE OF WORK: Bella Luna crews to construct an ADA Compliant handicap ramp to be built to allow for access from the higher elevation senior center rear doors and sidewalk, then descending down to the lower elevation where the level concrete flooring begins for the outdoor covered pavilion.				
Labor &	LOCATION:	0.00	1	0.00	
Materials	PAVO REAL SENIOR CENTER, 9311 Alameda Ave, El Paso, TX				
	** This project is located in the rear (Eastside) of the Activity Center for the Senior Center. Google Coordinates-31.687800954091106, - 106.31783335946704)				
	DETAILED SCOPE OF WORK:				
Performance Bond	LINE #A-	1,875.00	1	1,875.00	
230	Performance Bond - Quoted 5/15/24 (Subject to quote expiration and re-quote) -				
	END OF PAGE 1				

SERVICE	DESCRIPTION	RATE	QTY	AMOUNT
Labor & Materials	Permitting- Bella Luna to acquire necessary permits from the City of El Paso and will have all work inspected as required. Any modifications to the above scope of work may require a change order and may affect pricing. (Approximate Pricing)	522.50	1	522.50
Labor & Materials	1A- Establish marked off safety work perimeters to prohibit pedestrian traffic utilizing barricades and/or fencing. 1B- Excavation of existing top soils and sub-grade soils to include hauling away. 1C- Trench footings and construct concrete forms to prepare for concrete pours. General Labor Hours- 32	2,400.00	1	2,400.00
Labor & Materials	2A- Excavate the ground where the ramp will be located utilizing a skid steer and and remove approximately 1-2 yards of back-fill dirt the length of the centers back wall (Approximately 65 feet). General Labor Hours- 16	1,200.00	1	1,200.00
Labor & Materials	3A- Footings will be formed and poured below grade reinforced with 1/2" re-bar prior to adding the concrete blocks. 3B-When the concrete blocks are installed, re-bar will be placed vertically inside the open cavities and will be filled with mortar up to the 4 foot height for reinforcement. General Labor Hours- 56	4,200.00	1	4,200.00
Labor & Materials	4A- Crews to build a (4) foot retaining wall to support the existing sidewalk and base-fill dirt under sidewalk and adjacent to length of the back of the building. The retaining wall will be approximately 65 feet in length and will be composed of Grade A Hollowed Concrete Blocks. 4B- Crews to construct temporary shoring/bracing while the retaining wall is built. General Labor Hours- 36	2,700.00	1	2,700.00

SERVICE	DESCRIPTION	RATE	QTY	AMOUNT
Labor & Materials	LINE ITEM #5-	3,600.00	1	3,600.00
	5A- Concrete forms with grading and slope for entire ramp and landing pads will be constructed to prepare for cement pour following site plans and ADA guidelines.			
	5B- Reinforcement steel wire mesh will be layed out the entire width and length of the new ramp and will be supported on plastic concrete rebar chairs.			
	General Labor Hours- 48			
Labor & Materials	LINE ITEM #6-	3,600.00	1	3,600.00
	6A- Concrete trucks will be scheduled for concrete delivery when all the preparation has been completed. Bella Luna crews to direct the concrete trucks with the pour into forms.			
	6B- Crews vibrate and trowel the concrete as it is poured. All the fine details for the concrete ramp will be done after it has been poured completely the crews will work on the finish details.			
	6C- Ramp Anchor Poles will be installed while concrete is still malleable.			
	General Labor Hours- 48			
Labor & Materials	LINE ITEM #7-	7,200.00	1	7,200.00
	7A- Construction, welding, transport, installation and painting of ADA compliant handrails.			
	Bella Luna welders to cut/ weld/ manufacture steel hollow tubing to form the ADA required Handrails, Baluster Spacing, guardrails, kick-plates, slope, landings as required. Handrails will be manufactured at Bella Luna yard and transported and installed in sections.			
	Crews to fabricate and install +/- 280 linear feet of handrails, utilizing 4" galvanized round tube for both sides of new ramp to include the vertical bars at each corner, ending and spaced throughout			
	General Labor Hours- 96			
Labor & Materials	LINE ITEM #8-	600.00	1	600.00
	8A- Bella Luna to properly dispose of all construction waste and leave all working areas clean and free of debris. Labor and Transportation of construction waste and debris, Misc. Disposal Fees			
	General Labor Hours- 8			

SERVICE	DESCRIPTION	RATE	QTY	AMOUNT
Labor & Materials	MATERIALS: Purchase, Procure, pickup, deliver:	9,745.25	1	9,745.25
	A) Approx. (450 Linear Feet) of Grade A Hollowed 8" x 8" x 16" Concrete Blocks B) +/- 280 linear feet of SCH 40 Black Steel Pipe with elbows and couplings for handrails and guardrails C) 4000 PSI concrete mortar mix D) 1/2" re-bars E) Clean Back-fill Dirt F) Welding Supplies G) Exterior Oil Based, High Quality, Sherman Williams Safety Yellow Paint- Subject to customer preference H) Mesh Wiring			
Labor & Materials	EQUIPMENT RENTALS: A) 40 Yard Disposal Containers B) Backhoe Loader- Weekly Rate C) Enclosed Skid Steer- Weekly Rate	4,792.40	1	4,792.40
	NOTES: Estimate includes Mobilization, Safety Procedures and adherence, City EP Inspections, Insurance, Supervision, *** All work for this project will adhere to the following*** A) The proposed site plans supplied by Mr. Guillermo Hernandez, showing the side view and the birds eye view of the project site. B) Bella Luna to follow the regulations for an ADA Ramp, (Americans with Disabilities Act), outlined in the most recent update, the '2010 ADA Standards for Accessible Design'.			
	WWW.ADA.GOV. Technical Standards detailed in Chapter 3, Chapter 4 and Chapter 5 in the 2010 ADA Standards and Regulations publication that pertain to the proposed ADA Ramp project.			

1) ASC REGION-19 Contract #24-7486 (MRO) Maintenance, Repairs and Operations

TOTAL

\$42,435.15

2) T.I.P.S. CONTRACT: 24010401 -Trades, Labor, and Materials (NON- JOC), End Date: Apr-30-2029

Accepted By

Accepted Date

Legislation Text

File #: 24-1480, 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 2

Members of the City Council, Representative Josh Acevedo, (915) 212-0002

AGENDA LANGUAGE:

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

Discussion and action to accept a grant in the amount of \$2,000.00 from Marathon Petroleum Company for two Fall Festivals in District 2.

CITY OF EL PASO, TEXAS AGENDA ITEM AGENDA SUMMARY FORM

DEPARTMENT: Mayor & Council

AGENDA DATE: October 22, 2024

CONTACT PERSON NAME AND PHONE NUMBER: Representative Josh Acevedo – 915-212-0002

DISTRICT(S) AFFECTED: District 2

STRATEGIC GOAL

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

SUBJECT:

Discussion and action to accept a grant in the amount of \$2,000.00 from Marathon Petroleum Company for two Fall Festivals in District 2.

BACKGROUND / DISCUSSION:

The office of District 2 held a Fall Festival at Memorial Park on October 5, 2024 and another one at Sunrise Park on October 12, 2024. Marathon Petroleum Company has offered a grant of \$2,000.00 to cover costs associated with food, beverages, and event games and activities.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

City Council has accepted grants in the past.

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

Legislation Text

File #: 24-1476, 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 3

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

AGENDA LANGUAGE:

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

Discussion and action that the City Council accept the donation in the amount of \$2,000.00 from El Paso Disposal to pay for permitted activities for Halloween.

CITY OF EL PASO, TEXAS AGENDA ITEM AGENDA SUMMARY FORM

DEPARTMENT: Mayor & Council

AGENDA DATE: 10.22.24

CONTACT PERSON NAME AND PHONE NUMBER: Representative Cassandra Hernandez ~ 915.212.0003

DISTRICT(S) AFFECTED: District 3

STRATEGIC GOAL

Goal 5 - Promote Transparent and Consistent Communication Amongst All Members of the 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 that the City Council accept the donation in the amount of \$2,000.00 from El Paso Disposal to pay for permitted activities for Halloween.

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 Office of District 3 will host in collaboration with the Parks and Recreation Department a Halloween "Trunk-or-Treat" Carnival at Eastwood (Album) Park to strengthen community involvement with residents and promote El Paso's unique identity as it creates a recreational program, enhances the park system and outdoor offering.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

Yes, previous items on the acceptance of donations for community events or initiatives have been considered and approved.

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

,	**************************************

RESOLUTION

WHEREAS, the Office of District 3 has hosted several community initiatives throughout the last eight years to strengthen relationships between the public and their local government and to increase community togetherness and well-being; and

WHEREAS, in the last four years, the Office of District 3, along with the Parks and Recreation Department have hosted Movies in the Park events and Halloween Carnivals to offer free movies, snacks, and low sensory items to the community; and

WHEREAS, the events have had such overwhelming attendance of families, that the Office of District 3 recognized that there is a clear demand for these types of neighborhood gatherings, and this year, District 3 plans to partner again with the Parks and Recreation Department to have a Halloween "Trunk or Treat" Carnival at Eastwood Park on October 30, 2024; and

WHEREAS, Office of District 3 will use private donations to fund the Halloween "Trunk or Treat" Carnival event with the expenses to include but not limited to promotion, resident outreach, candies, chocolates low -sensory items, and additional park lighting; and

WHEREAS, El Paso Disposal intends to contribute to the community by providing a \$1,000 donation for the low-sensory portion of the event and \$1,000 for the open-to-the-public section of the carnival.

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

THAT the City Council accept the donation in the amount of \$2,000.00 from El Paso Disposal to pay for permitted activities for Halloween as it serves a municipal purpose by setting the standard for a safe and secure city, promoting the visual image of El Paso, enhancing El Paso's quality of life, promoting transparent and consistent communication among all members of the community, and nurturing and promoting a healthy and sustainable community.

THAT the City Council authorizes the expenditure of the funds as described above.

THAT the City Manager is authorized to effectuate any budget transfers necessary to ensure that the funds are properly expended for such purpose and is authorized to execute any related agreements, amendments to such agreements, and documents necessary to carry out the purpose of this resolution.

(Signatures begin on following page)

APPROVED this	day of	, 2024.
		THE CITY OF EL PASO:
		Oscar Leeser Mayor
ATTEST:		Mayor
Laura D. Prine		
City Clerk APPROVED AS TO FORM:		
(
Carlos L. Armendariz		

Assistant City Attorney

Legislation Text

File #: 24-1477, 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 3

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

AGENDA LANGUAGE:

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

Discussion and action that the City Council accept the donation in the amount of \$1,000.00 from El Paso Electric Company to pay for permitted activities for Halloween.

CITY OF EL PASO, TEXAS AGENDA ITEM AGENDA SUMMARY FORM

DEPARTMENT: Mayor & Council

AGENDA DATE: 10.22.24

CONTACT PERSON NAME AND PHONE NUMBER: Representative Cassandra Hernandez ~ 915.212.0003

DISTRICT(S) AFFECTED: District 3

STRATEGIC GOAL

Goal 5 - Promote Transparent and Consistent Communication Amongst All Members of the 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 that the City Council accept the donation in the amount of \$1,000.00 from El Paso Electric Company to pay for permitted activities for Halloween.

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 Office of District 3 will host in collaboration with the Parks and Recreation Department a Halloween "Trunk-or-Treat" Carnival at Eastwood (Album) Park to strengthen community involvement with residents and promote El Paso's unique identity as it creates a recreational program, enhances the park system and outdoor offering.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

Yes, previous items on the acceptance of donations for community events or initiatives have been considered and approved.

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 Office of District 3 ("District 3") has hosted several community initiatives throughout the last eight years to strengthen relationships between the public and their local government and to increase community togetherness and well-being; and

WHEREAS, in the last four years, District 3, along with the City of El Paso's Parks and Recreation Department ("Parks and Recreation") hosted a Movies in the Park events and Halloween carnivals to offer free movies, snacks, low sensory items to the community; and

WHEREAS, the events have such an overwhelming attendance of families, that District 3 recognized that there is a clear demand for these types of neighborhood gatherings, and this year, District 3 plans to partner again with Parks and Recreation to hold the Halloween "Trunk or Treat" Carnival at the Eastwood Park on October 30, 2024; and

WHEREAS, El Paso Electric Company seeks to support the community by making a \$1,000.00 donation to the City of El Paso for the Halloween "Trunk or Treat" Carnival; and

WHEREAS, District 3 will use private donations as discretionary funds to support the Halloween "Trunk or Treat" Carnival event and related expenses to include but not limited to promotion, resident outreach, and Halloween costumes.

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

That the City Council accept the donation in the amount of \$1,000.00 from El Paso Electric Company to pay for permitted activities for the Halloween "Trunk or Treat" Carnival; and

That the City Council declares the expenditure of District 3 discretionary funds in an amount not to exceed \$1,000.00, to fund the Halloween "Trunk or Treat" Carnival and related expenses to include but no limited to promotion, resident outreach, and Halloween costumes, serves a municipal purpose by setting the standard for a safe and secure city, promoting the visual image of El Paso, enhancing El Paso's quality of life, promoting transparent and consistent communication among all members of the community, and nurturing and promoting a healthy and sustainable community; and

Furthermore, that the City Manager, or designee, be authorized to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended for the municipal purpose listed herein.

(Signatures begin on following page)

APPROVED this day of	, 2024.
	THE CITY OF EL PASO:
	Oscar Leeser Mayor
ATTEST:	
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	

Oscar Gomez

Assistant City Attorney

Legislation Text

File #: 24-1473, 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 Isabel Salcido, (915) 212-0005 Members of the City Council, Representative Josh Acevedo, (915) 212-0002

AGENDA LANGUAGE:

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

Discussion and action to direct the City Manager and City Attorney to review the Agenda Summary Form used for council and agenda review items and provide recommendations to the council in 30 days on potential revisions to the form, to include the addition of a section for community and stakeholder outreach.

CITY OF EL PASO, TEXAS AGENDA ITEM AGENDA SUMMARY FORM

DEPARTMENT: MAYOR AND COUNCIL

AGENDA DATE: October 22, 2024

CONTACT PERSON NAME AND PHONE NUMBER:

City Representative Isabel Salcido, 915-212-0005 City Representative Josh Acevedo, 915-212-0002

DISTRICT(S) AFFECTED: All Districts

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

SUBJECT:

Discussion and action to direct the City Manager and City Attorney to review the Agenda Summary Form used for council and agenda review items and provide recommendations to the council in 30 days on potential revisions to the form, to include the addition of a section for community and stakeholder outreach.

BACKGROUND / DISCUSSION:

To enhance community collaboration and ensure transparency in our governance, prioritizing community and stakeholder collaborative outreach.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

N/A

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?

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Legislation Text

File #: 24-1487, 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 Josh Acevedo, (915) 212-0002 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.

Discussion and action to direct the City Manager and City Attorney to cancel the existing contract with Baker Tilly US, LLP.

CITY OF EL PASO, TEXAS AGENDA ITEM AGENDA SUMMARY FORM

DEPARTMENT: Mayor & Council **AGENDA DATE:** October 22, 2024

CONTACT PERSON NAME AND PHONE NUMBER:

Representative Josh Acevedo – 915-212-0002 Representative Isabel Salcido – 915-212-0005

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL

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

SUBJECT:

Discussion and action to direct the City Manager and City Attorney to cancel the existing contact with Baker Tilly US, LLP.

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 purpose of this item is to cancel the existing contract with Baker Tilly US, LLP as they offered a poor performance in the search for our new City Manager, especially with regard to communication. Further, Baker Tilly US, LLP has a history of lengthy searches, including the search for a Public Health Director and the continued search for a Purchasing Director. The community engagement process set forth by Baker Tilly US, LLP did not meet preferred standards and their handling of the City Manager search was inadequate for the community and for El Paso taxpayers.

PRIOR COUNCIL ACTION:

City Council previously adopted contract 2024-0113R with Baker Tilly US, LLP for on-call Executive Recruitment Services on December 12, 2023. City Council previously adopted a contract with Baker Tilly US, LLP on February 27, 2024 for Executive Recruitment Services for City Manager for an estimated amount of \$42,585.00 to assist with conducting a search to select a new City Manager.

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

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2024-0113R Addendum 1 Baker Tilly US, LLP Supplier Response

Event Information

Number: 2024-0113R Addendum 1

Title: Executive Recruiting Services (Re-Bid)

Type: Request for Proposal

Issue Date: 9/26/2023

Deadline: 10/25/2023 02:00 PM (MT)

Notes:

The City reserves the right, at its sole discretion, to adjust this Schedule of Events as it deems necessary. If necessary, the City will communicate adjustments to any event in the Schedule of Events in the form of an amendment.

amendment.	
Event	Date and/or Time
Release	9/26/2023
	10/4/2023 @ 10:00 A.M. Mountain Standard Time Due to COVID-19 restrictions, pre-bid meetings will be conducted
Non-Mandatory Pre-	via conference call.
Proposal Conference	
(Recommended to attend)	(915) 213-4096 - El Paso
	(833) 664-9267 - Toll-free
	Conference ID: 429 556 567#
Deadline for Questions	10/11/2023
Answers To Questions	10/18/2023
Bid Opening	10/25/2023 @ 2:00 P.M. MST
	10/25/202 @ 2:30 P.M. Due to COVID-19 restrictions, The City of El

Bid Reading	Paso, Texas will be broadcasting Bid Openings Live at https://www.elpasotexas.gov/purchasing/
Evaluation	11/2023
Contract Award Date (approx.)	12/2023

Mail To or Hand Deliver To:

City of El Paso Purchasing & Strategic Sourcing Department 300 N. Campbell, 1st Floor El Paso, TX 79901-1153

Contact Information

Contact: Paula Salas

Address: Purchasing & Strategic Sourcing

City 1

300 N. Campbell El Paso, TX 79901

Phone: 1 (915) 262-9901

Email: salaspx@elpasotexas.gov

Page 2 of 42 pages Vendor: Baker Tilly US, LLP 2024-0113R Addendur **363**

Baker Tilly US, LLP Information

Contact: Sunny Larsen

Address: 2500 Dallas Parkway

Suite 300

Plano, TX 75093 Phone: (972) 748-0300

Email: sunny.larsen@bakertilly.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Anne Lewis anne.lewis@bakertilly.com

Signature Email

Submitted at 10/24/2023 01:03:15 PM (MT)

Requested Attachments

Certification Regarding Boycotting of Energy Company - Upload Completed Document

_1 Certification Regarding Boycotting of Energy Companysig.pdf

Failure to furnish required documentation with the proposal may result in the bid being deemed incomplete and non-responsive, resulting in rejection.

Certification Regarding Discrimination Against Firearm & Ammunition Industries - Upload Completed Document

_2 Certification Regarding Discrimination Against Firearmsig.pdf

Failure to furnish required documentation with the proposal may result in the bid being deemed incomplete and non-responsive, resulting in rejection.

Certification Regarding Terrorist Organizations & Boycotting of Israel - Upload Completed Document

_3 Certification Regarding Terrorist-sig.pdf

Failure to furnish required documentation with the proposal may result in the bid being deemed incomplete and non-responsive, resulting in rejection.

CIQ Form - Upload Completed Document

4 CIQ Form-sig.pdf

Failure to furnish required documentation with the proposal may result in the bid being deemed incomplete and non-responsive, resulting in rejection.

Completed Form 1295 - Upload Completed Document

_Form 1295 Certificate 101118126-comp 10-182023.pdf

Failure to furnish required documentation with the proposal may result in the bid being deemed incomplete and non-responsive, resulting in rejection.

Disclosures - Upload Completed Document

responsive, resulting in rejection.

Disclosures.pdf

Failure to furnish required documentation with the proposal may result in the bid being deemed incomplete and non-responsive, resulting in rejection.

Financial Responsibility Document - Upload Completed Document

Financial responsibilities

document.pdf

Failure to furnish required documentation with the proposal may result in the bid being deemed incomplete and non-responsive, resulting in rejection.

Indebtedness Affidavit - Upload Completed Document

_7 Indebtedness Affidavit-comp 10-18-2023.pdf

Failure to furnish required documentation with the proposal may result in the bid being deemed incomplete and non-

Page 3 of 42 pages Vendor: Baker Tilly US, LLP 2024-0113R Addendur **364**

Non-Collusion and Business Disclosure Affidavit - Upload Completed Document

_8 Non Collusion and Business Disclosure Affidavit-comp 10-18-2023.pdf

Failure to furnish required documentation with the proposal may result in the bid being deemed incomplete and non-responsive, resulting in rejection.

W-9 - Upload Completed Document

Baker Tilly US, LLP W-9 2023.pdf

Failure to furnish required documentation with the proposal may result in the bid being deemed incomplete and non-responsive, resulting in rejection.

Factor A: Proposal Cost - Upload Completed Document

Factor A Proposal cost.pdf

Failure to furnish required documentation with the proposal may result in the bid being deemed incomplete and non-responsive, resulting in rejection.

Factor B: Experience - Comparable Contract Form - 1 - Upload Completed Form

11 Factor B - Experience - Comparable Contract Form - 1.pdf

Failure to furnish required documentation with the proposal may result in the bid being deemed incomplete and non-responsive, resulting in rejection.

Factor B: Experience - Comparable Contract Form - 2 - Upload Completed Form

12 Factor B - Experience - Comparable Contract Form - 2.pdf

Failure to furnish required documentation with the proposal may result in the bid being deemed incomplete and non-responsive, resulting in rejection.

Factor B: Experience - Comparable Contract Form - 3 - Upload Completed Form

13 Factor B - Experience - Comparable Contract Form - 3.pdf

Failure to furnish required documentation with the proposal may result in the bid being deemed incomplete and non-responsive, resulting in rejection.

Factor D: Proposal for Executive Recruiting Services - Upload Documents

Factor D Proposal for Executive Recruiting Services.pdf

Failure to furnish required documentation with the proposal may result in the bid being deemed incomplete and non-responsive, resulting in rejection.

Factor E: Staffing and Qualification - Upload Documents

Factor E Staffing and Qualifications.pdf

Failure to furnish required documentation with the proposal may result in the bid being deemed incomplete and non-responsive, resulting in rejection.

Response Attachments

_Subcontractors Form.pdf

While our firm looks for opportunities to collaborate with subcontractors when it helps us further enhance and protect value, we will not subcontract any portion of CoEP's scope of work. We have the depth of resources and experience to perform all tasks outlined in your RFP.

El Paso-Exceptions-RFP 2024-0113R.pdf

Please see attached exceptions

Page 4 of 42 pages Vendor: Baker Tilly US, LLP 2024-0113R Addendur **365**

Bid Attributes

1 City of El Paso Mission, Vision and Values

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

2 Organizational Profile

The City of El Paso was incorporated in 1873, and spans over 255 square miles. Located at the confluence of two countries, the United States and Mexico; and three states, Texas, Chihuahua and New Mexico, the City of El Paso serves just under 700,000 residents. The City of El Paso is the 22nd largest city in the United States and the 6th largest city in Texas.

As part of the largest binational metroplex in the Western Hemisphere, the City of El Paso serves as the epicenter to a global, cultural and economic population of 2.5 million people. Among the fastest growing metropolitan areas in the nation, the City engages in systemic processes, empowering effective planning and increasing efficiency in order to be ready to respond to emerging changes.

The City of El Paso has faced three unprecedented events that have required action, resolve and resilience. El Paso Strong is the mantra that expresses the community's shared focus to mobilize and take care of one another when facing: the humanitarian crisis created by the surge of asylum seekers crossing the border from Mexico into the US; the aftermath of the August 3, 2019, mass shooting tragedy; and the continuing response and recovery needs required during the ongoing COVID-19 pandemic. The City's organizational culture embodies the relentless spirit of the El Paso Strong mantra through a proactive commitment to providing a supportive workforce environment, empowering the organization to take care of the community through continuous improvement of service delivery, supporting a high quality of life and place for the community.

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

Strategic Plan Subsection 6.1: Recruit and retain a skilled and diverse workforce

4 Expiration Notice

The offeror agrees, to furnish all items [supplies or services] at the prices offered, and delivered at the designated point or points, within the time set forth in the SCHEDULE, if this bid is accepted within ONE HUNDRED TWENTY [120] consecutive days from the date set for the receipt of proposals. All proposals shall expire on the 120th day after the proposals are open unless the City of El Paso requests an extension of the proposals in writing and the offeror agrees to extend in writing.

✓ I confirm that I have read, understand and agree

5 | Solicitation Purpose

The City of El Paso is soliciting Proposals for Executive Recruiting Services primarily for the Human Resources Department. The City shall order all of its supplies and/or services from one successful offeror from time to time as needed. Only personnel from Human Resources Department are authorized to directly place orders against this Contract. Personnel from other City departments may only utilize this contract with express written authorization from Human Resources Department and only if the additional usage is within reasonableness given the total awarded amount of the Contract.

Page 5 of 42 pages Vendor: Baker Tilly US, LLP 2024-0113R Addendur **366**

6 Public Disclosure of Proposal Information

Offeror are cautioned that once a proposal is opened, all information contained therein will be available to the public unless the information is excepted from the requirements of Government Code Section 552.021 pertaining to Open Records. The exception that allows the City to protect information that, if released, would give advantage to a competitor or offeror does not apply after the bidding is complete and the contract has been awarded. *Trade secrets, commercial or financial background data and privileged or confidential information* may be excepted from public inspection. If any information contained in your offer qualifies for an exception because it falls into one of the categories above it should be clearly marked "Confidential" and the basis of your claim of confidentiality should be stated. Data so identified will be maintained as a protected record. Bidders who claim that information contained in a bid should be protected from public disclosure after the award of the contract may be asked to support such claim if the City receives an Open Records request for the information and requests a determination by the Attorney General. [Rev. 04-03-98]

IMPORTANT NOTICE

Note: Any changes in due date or material changes for any solicitations will be posted on https://elpasotexas.ionwave.net/CurrentSourcingEvents.aspx

It is the offeror's responsibility to ensure that they have all pertinent information regarding solicitations, including all amendments prior to submitting their bid . For paper submissions, please refer to lonwave system https://elpasotexas.ionwave.net/Login.aspx to ensure you have viewed and received all amendments prior to submitting your formal bid.

Recommendation(s) for formal awards shall be posted on the City's website the Thursday afternoons prior to the Tuesday City Council and/or Mass Transit meetings wherein the recommendation shall be presented. Offerors are responsible for monitoring the City's website for postings and awards.

7 Wage Theft

The City of El Paso Code - Chapter 3.46

3.46.010 Definition

- 1. Wage Theft Adjudication occurs when:
- (1) Employer is criminally convicted as an employer pursuant to Section 61.019 of the Texas Labor Code for failure to pay wages; or
- (2) Injunctive relief is granted in district court under Section 61.020 of the Texas Labor Code against the employer for repeated failures to pay wages as required by Chapter 61 of the Texas Labor Code; or
- (3) A wage payment determination order becomes final under Section 61.055 or Section 61.060 of the Texas Labor Code; or
- (4) The Texas Workforce Commission assesses an administrative penalty under Section 61.053 of the Texas Labor Code against the employer for acting in bad faith in not paying wages as required by Chapter 61 of the Texas Labor Code; or
- (5) Employer is convicted for Theft of Service under Section 31.04 of the Texas Penal Code; or
- (6) Court of competent jurisdiction finds that an employer engaged in wage theft.
- 2. Employee and employer have the meanings by Texas Labor Code, Section 61.001.
- 3. Wages means compensation owed by an employer for labor or services rendered by an employee, whether computed on a time, task piece, commission or other basis.
- **4. Wage Enforcement Coordinator** shall mean the person designated by the City Manager to receive and investigate claims of wage theft and to create, maintain a Wage Theft database.
- 5. Wage Theft Complaint means a written complaint filed with the Wage Theft Coordinator alleging any instance of wage theft by an employer.

Section 3.46.020 Wage Theft Coordinator

- A. Appointment. The City Manager shall designate a Wage Theft Coordinator to perform the duties identified in this Section.
- B. Duties. The Wage Theft Coordinator shall:

Page 6 of 42 pages Vendor: Baker Tilly US, LLP 2024-0113R Addendur **367**

- 1. Wage Theft Adjudication Database- the Wage Theft Coordinator shall create and maintain a database of employers located or operating within the City of El Paso who have a Wage Theft Adjudication record. The Wage Theft Database will be created on a "complaint basis" and populated with information provided by third parties. The Wage Theft Coordinator shall be under no obligation to investigate wage theft or to prosecute complaints.
- 2. Substantiate whether a proposed party to a City Contract has a Wage Theft Adjudication record or part of the Wage Theft Adjudication Database.
- 3. Receive, review, and process wage theft complaint according to the process established in Section 3.46.040.
- 4. Coordinate with the Purchasing Director to ensure that the notice of the City's Wage Theft ordinance is included in all the City's bid documents.
- 5. Provide and present an annual report to City Council regarding the number of employers in the Wage Theft Adjudication Database and an update on the status of the enforcement of the City's Wage Theft ordinance.

Section 3.46.030 Wage Theft Adjudication Database

A.Inclusion in Database. No employer shall be included in the database until the Wage Theft Coordinator has:

- 1. Confirmed that an employer has a Wage Theft Adjudication record;
- 2. Provided written notice at the address provided by the complainant, or on the documents evidencing the wage theft adjudication of the inclusion of the employer in the Wage Theft Adjudication Database.
- 3. Allowed the employer thirty (30) days from the date of the notice to protest the employer's inclusion in such database and provide the Wage Theft Coordinator evidence that the employer should not be included in the Wage Theft Adjudication Database. In the case of a wage theft judgment, the Wage Theft Coordinator shall not include the employer in the Database upon proof of full payment of outstanding wage theft adjudication judgment.
- **B. Identity of Employer.** An employer operating as a business entity shall be listed by its corporate name, address and type of business organization. If the employer is an individual, the person's name, business address, type of business or occupation shall be included.
- C. Removal from Database. An employer shall be removed from the database if:
- 1. A Wage Theft Adjudication has been annulled, withdrawn, overturned, rescinded or abrogated, and such fact has been confirmed by the Wage Theft Coordinator; or
- 2. Employer provides proof of full payment of an outstanding wage theft adjudication judgment; or
- 3. Five (5) years or more has elapsed since the date of the employer's most recent Wage Theft Adjudication.

Section 3.46.040 Wage Theft Complaints Procedure

A. Non- City Contracts. If no City contract is involved, the Wage Theft Coordinator shall assist persons with wage theft complaints by referring the complaint to the Texas Workforce Commission.

B. City Contracts.

- 1. Filing a Complaint. A person employed in connection with a city contract who has a good faith belief that he is the victim of wage theft may file a wage theft complaint with the Wage Theft Coordinator in writing. The complaint shall contain fact including but not limited to: identity of the employer, date(s) on or during which the wages were earned and were due to be paid, the amount of the wages alleged to have been withheld or unpaid.
- 2. **Notification and Resolution of the Complaint.** The Wage Theft Coordinator shall notify the employer of the receipt of the wage theft complaint. Employer shall attempt to resolve the alleged issue with the affected employee by written agreement within thirty (30) days from the receipt of the City notification. Employer shall notify the Wage Theft Coordinator if the issue was resolved between the Employer and the affected employee.
- 3. Texas Workforce Commissions.
- (a) If no resolution is achieved, the complainant shall be referred to the Texas Workforce Commission ("Commission").
- (b) The Wage Theft Coordinator shall seek to determine status of the complaint at the commission. The Wage Theft Coordinator shall place Employer in the Wage Theft Adjudication Database if it appears that the Commission has made a finding that wage theft occurred.

Page 7 of 42 pages Vendor: Baker Tilly US, LLP 2024-0113R Addendur **368**

Section 3.46.050 Retaliation Prohibited

- A. No City Contractor shall retaliate against any person who has filed a wage theft complaint pursuant to this Chapter. Retaliation means action to discharge from employment, discipline, or otherwise punish an employee for filing a wage theft complaint in good faith.
- B. If the Wage Theft Coordinator determines that retaliation has occurred, the Wage Theft Coordinator shall refer the matter to the City Attorney for appropriate action.

Section 3.46.060. Sanctions And Penalties- City Contracts

A. Existing City Agreement.

- 1. In the event the City becomes aware of the fact an Employer acting under a contract which was awarded prior to the effective date of this Ordinance has been adjudicated for wage theft, the City may terminate the contract.
- 2. Prior to terminating the contract the City will provide Employer with thirty (30) days' notice and opportunity to provide full proof of payment of outstanding wage theft adjudication judgment.
- 3. The award of future City contracts after termination of an existing contract due to an Employer's wage theft adjudication shall be managed as a New City Agreement in this section.

B. New City Agreement.

- 1. In the event the City becomes aware an Employer with a wage theft adjudication record has submitted a bid or proposal for City work prior to the award of a contract, the City shall deem the Employer non-responsible and refuse to enter into a City Agreement with such Employer for a period of five (5) years after the date of final adjudication.
- 2. Prior to deeming the Employer as non-responsible, the City will provide the Employer with thirty (30) days' notice and opportunity to provide full proof of payment of outstanding wage theft adjudication judgment.

8 Cooperative Purchasing

This contract may be utilized for purchases by other local government entities under an interlocal cooperation agreement, Texas Government Code Chapter 791. Any contract award by the City of El Paso on behalf of another local government entity shall be contingent upon the issuance of a purchase order or execution of a separate contract by the other local government entity. The Contractor must deal directly with the local government entity concerning the placement of orders, issuance of the purchase order, insurance certificates, contractual disputes, invoicing and payment or any other terms and conditions that the other local government entity may require. The actual utilization of this contract award by the other local government entity is at the sole discretion of that other local government entity.

The City of El Paso is acting on the behalf of other local government entities for the sole purpose of complying with Texas competitive bidding requirements and shall not be held liable for any costs, damages, etc. incurred by any bidder with regard to any purchase by another local government entity. The City of El Paso shall be legally responsible only for payment for goods and services in the quantities detailed in the City's own purchase order or contract.

9 Cost Preparation

This solicitation does not commit the City of \boxminus Paso to pay any costs incurred in preparing and submitting a proposal or to contract for the services specified. This solicitation is not to be construed as a contract or a commitment of any kind, nor does it commit the City of \boxminus Paso to pay for any costs incurred in the preparation of a formal presentation, or for any costs incurred prior to the execution of a formal contract.

Page 8 of 42 pages Vendor: Baker Tilly US, LLP 2024-0113R Addendur **369**

1 Cone of Silence

Cone of Silence/Anti Lobbying Policy

The City's Cone of Silence/Anti Lobbying Policy was adopted to ensure a fair and competitive bidding environment by preventing communication between City officials, employees, or representatives and parties involved in the bidding process that could create an unfair advantage to any party with respect to the award of a City contract.

During the period of in which the City has issued a solicitation, including a competitive bid, request for proposal (RFP), request for qualifications (RFQ), highest qualified bid (best value), competitive sealed proposals, design-build, public-private partnership, any other type of solicitation required by law, or the giving of a notice of a proposed project, which shall begin on the day that is advertised and end on the date that the notice of the award has been posted by the City Clerk for placement on the agenda, no person or registrant shall engage in any lobbying activities with City officials and employees.

For an unsolicited or competing proposal for a public-private partnership, the period in which no person or registrant shall engage in any lobbying activities with City officials and employees shall begin on the date that the City receives a notice of intent to submit an unsolicited proposal and end on the date the notice of award has been posted by the City clerk for placement on the agenda.

If contact is required with City employees, such contact will be done in accordance with procedures incorporated into the solicitation document and the City's contracting policies. Any person or entity that violates this provision may be disqualified in accordance with Section 2.94.130 of this chapter. Furthermore, any person who knowingly or intentionally violates the provisions of this policy, with respect to the solicitation or award of a discretionary contract may be prohibited by the City council from entering into any contract with the City for a period not to exceed three years.

The Cone of Silence/Anti Lobbying Policy prohibits any communication or lobbying activities during the Cone of Silence period, by any person, including but not limited to, bidders, lobbyists or consultants of bidders, service providers or potential vendors and any the following:

- 1. City Staff and City Consultants, including any employee of the City of El Paso, any person retained by the City of El Paso as a Consultant on the project, or any person having participated in the development, design, or review of documents related to the project.
- 2. City Officials, including the Mayor, Council Representatives and their respective staff.
- 3. Members of the City's Selection Committee, whether City employees or outside experts appointed or selected by the City.

The Cone of Silence/Anti Lobbying Policy does not apply to:

- 1. <u>Questions of Process and Procedure</u>, including oral communications with the Purchasing Director or Bid Administrator, provided the communications are strictly limited to matters of process or procedure already contained in the solicitation document. A minimum of ten days will be provided for questions during solicitation unless otherwise stated in the Solicitation Schedule of Events in the documents.
- 2. <u>Pre-Proposal/Pre-Bid Conferences</u>, including oral communications at pre-proposal or pre-bid conferences, oral presentations before selection committees, contract negotiations, and public presentations made to the Mayor and Council Representatives during a duly noticed public meeting.
- 3. Written Communications, to the Purchasing Analyst/Agent identified in the solicitation.

Requests for Clarifications

In order to meet the City's schedule for awarding this requirement it is extremely important that requests for clarification or additional information, or requests for a change in the specifications, be submitted in the online bidding system no later than the date indicated in the Schedule of Events for this solicitation. Questions submitted after this date may not elicit a response.

Offerors shall promptly notify the Purchasing & Strategic Sourcing Department of any ambiguity or inconsistency which they may discover upon examination of a solicitation document. During the proposal process, offeror shall not contact any City staff except those designated in this solicitation or in subsequent documentation. Non-compliance with this provision may result in rejection of the bid involved.

Page 9 of 42 pages Vendor: Baker Tilly US, LLP 2024-0113R Addendur **370**

1

Contract Term and Contract Officer Information

Initial Term

The successful Offeror(s) shall complete all work hereunder within the terms of the contract. The contract period shall be for thirty-six (36) months starting as indicated in Award Letter. The completed study shall be submitted to the City's Purchasing Director.

Option Terms

The City of El Paso shall have the option to extend the term of the Contract for up to one (1) additional term of two (2) years. The City Manager or designee may extend the option to extend.

Contracting Officer (CO) and Contracting Officer's Representative (COR)

Acceptance of services will be the responsibility of the Contracting Officer (CO), who also serves as City of Paso Purchasing Director, or designee. The Contracting Officer is responsible for final approval and acceptance of all services rendered. Upon contract execution, the Contracting Officer will delegate a Contracting Officer's Representative (COR) and Department Contracts Administrator(s) (DCAs) to assist with the administration of the resultant Contract.

Scope of Work and Minimum Requirements

Scope of Work and Minimum Requirements

I. Ordering of Services by Task Order

A. It is the intention of the City of El Paso (COEP) enter into an Indefinite Quantity & Indefinite Delivery requirements contract with multiple qualified firms to provide executive recruiting services to COEP. All work will need to commence on an as needed basis immediately following the execution of the Contract. All of the recruiting services shall be furnished to COEP under the Contract via the issuance of task orders.

- B. The task orders will identify scopes of work, schedules, and estimated or fixed costs for the Services. The successful firm will provide executive recruiting services in the following specialties:
 - Government
 - Non-Profit
 - Utility
 - Aviation
 - Public Safety/Enforcement
 - Public Health
 - City Attorneys
 - Community Services
 - Engineering
 - Urban Planning
 - Economic Development
 - Information Technology
 - Financial Management
 - Human Resources
 - Museums and Cultural Affairs
 - Public Transportation
 - Communications

II. Indefinite Delivery- Indefinite Quantity Requirements Contracts

- a) This is an indefinite-delivery requirement contract for the services specified and effective for the period stated in this solicitation.
- b) Delivery or performance of services shall be made only as authorized by task orders issued for certain scopes of work identified within this solicitation and issued in accordance with the Ordering clause and resultant contract. Subject to any limitations in the Order Limitations clause or resultant contract, the firm shall furnish to the City.
- c) of El Paso all services specified in this solicitation and Contractor's proposal response and called for by task orders issued in accordance with the Ordering clause. City of El Paso may issue task orders requiring delivery to multiple destinations or performance at multiple locations.
- d) Except as the resultant contract may otherwise provide, City of El Paso shall order from the Contractor all the services specified in this solicitation and resultant contract that are required to be procured by City of El Paso.
- e) City of El Paso is not required to order from the Contractor services or requirements in excess of any limit on total orders under the resultant contract.

Page 10 of 42 pages Vendor: Baker Tilly US, LLP 2024-0113R Addendur **371**

- f) If the City of El Paso urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under the resultant contract, and if the Contractor will not accept an order providing for the accelerated delivery, City of El Paso may acquire the urgently required services from another source.
- g) Any task order issued during the effective period of the resultant contract and not completed within that period shall be completed by the Contractor within the time specified in the task order. The resultant contract shall govern the Contractor's and the City of El Paso's rights and obligations with respect to that task order to the same extent as if the order were completed during the resultant contract's effective period; provided, that the Contractor shall not be required to make deliveries under the resultant contract after the period stated within said task order.

1. Ordering Protocol

The Contracting Officer (CO) may use information available on hand or, alternatively, request Contractor to submit streamlined proposals for a given task order requirement. The Contracting Officer's Representative (COR), with the assistance of the Purchasing & Strategic Sourcing Department, will determine which method to use based on the complexity of the task.

The methods are:

- a) The CO may use electronic mail to determine the Contractor's availability to perform the work. The Contractor may be asked to provide estimates of man-hours and associated fees to assist in the formulation of the City of El Paso's budget for each task order.
- b) The Contractor shall perform all services as identified in this RFP only on an as needed basis.

2. Ordering

- a) Any services to be furnished under the resultant contract shall be ordered only by issuance of task orders. Said task orders shall be issued by the individual(s) designated within this solicitation. Such task orders may be issued upon execution of the resultant contract and/or throughout the stated performance period of the resultant contract.
- b) All task orders are subject to the terms and conditions of the resultant contract. In the event of a conflict between a task order and the resultant contract, the contract shall control.
- c) If mailed, a task order is considered "issued" when the City of El Paso deposits the order in the mail. Orders must be signed by City of El Paso and the Contractor and may be issued by facsimile transmission, mail, or by electronic commerce methods.

III. Consultant Responsibilities

The Consultant shall conduct searches for qualified candidates for various executive positions in the City. Searches shall include a wide range of specialty practices including functional management and other municipal specialties. The Consultant shall utilize worldwide searches, if necessary, to identify the candidates that are best qualified to meet the City's needs.

- A. Meet with designated City representatives to understand the requirements for the position and collaborate to clarify qualifications, skills, experience, and leadership style.
- B. Draft a specification for each position based on the City's existing position descriptions, discussions with the requesting department, and previous search histories. Position
- descriptions shall describe the responsibilities, title, reporting relationships, compensation, education and experience requirements of the position. These details shall be reviewed and authorized by the assigned City Contract Manager.
- C. Create a schedule of recruitment with a timeline of review, interview, and selection.
- D. Provide progress reports as mutually agreed between the Consultant and assigned City Contract Manager as necessary.
- E. Utilize resources to conduct an intensive search to locate candidates whose qualifications match the position requirements on the position specification. The search shall include the preparation of all job announcement and application processes, advertising materials, conduct recruitment using a variety of modern and efficient methods, as well as conduct a targeted, personal recruitment of potential candidates.
- F. Review and qualify candidates by interview and/or resume review to obtain a thorough understanding of their accomplishments, capabilities, and potential. The method of qualification shall be mutually agreed to between the Consultant and the City.
- G. Verify education, work experience, professional licenses and certifications, and, if necessary, professional references prior to the interview

Page 11 of 42 pages Vendor: Baker Tilly US, LLP 2024-0113R Addendur **372**

process on recommended candidates as mutually agreed to between the Consultant and the City.

- H. Present individuals who best fill the position requirements to Human Resources.
- I. Present a written report highlighting the resume and describing past work experiences, education, strengths and weaknesses, and provide a copy of the candidate's professional

licenses and certifications to the City on each candidate whom the Consultant recommends.

- J. Present summary of findings to the City requesting department or Human Resources. The Consultant shall perform reference checks, to include media checks, on those candidates who the City determines are of strong interest.
- K. Assist in coordinating travel arrangement for final candidates.
- L. Coordinate, staff, and attend the interview process and assist in preparing interview questions and suggestions of appropriate techniques to best evaluate the candidates.
- M. Coordinate and conduct any community meetings and/or panels.
- N. Compile comparative and relevant compensation and benefit data and assist with final negotiations for terms of employment.
- O. Keep all information confidential until the City has provided written approval to release such information.
- P. Consultant shall conduct a comprehensive background check.

IV. City Responsibilities

- A. Update the Consultant on all relevant matters in regards to the recruitment.
- B. Provide the Consultant sufficient information to share with candidates to enable them to make informed career decisions.
- C. Interview best candidates identified by the consultant and make any hiring determination necessary.
- D. Provide feedback to the Consultant about the recommended candidates and relay information as soon as possible following the interviews.
- E. The City pays for candidate's travel and associated expenses.

V. Deliverables

Deliverables/Mile stones	Description	Timeline (due/complet ion date, reference date, or frequency)
Meet with Hiring		
Authority and lead recruiter to gather input for recruitment profile/brochure	Consultant shall meet with designated City representatives to understand the requirements for the position and collaborate to clarify qualifications, skills, experience, and leadership style	Week 1
Draft position	Consultant shall draft a profile/recruitment brochure for the position	
profile/recruitment brochure	based on the City's existing position description, discussions with department, and previous search histories	Week 2
Provide Recruitment Timeline	Consultant shall create a schedule of recruitment with a timeline of review, interview, and selection	Week 2
Search firm finalizes		
position profile/recruitment brochure	Job posting requirements, ideal candidate needs, and other information is verified to be acceptable by City lead recruiter and hiring authority	Week 3
Begin formal advertisement of job	Ads placed on niche websites, social media, and outreach to targeted individuals and organizations nationwide	Week 4

Page 12 of 42 pages Vendor: Baker Tilly US, LLP 2024-0113R Addendur **373**

Weekly reports on applicants	Number of applicants, qualified applicants, local applicants, and internal City applicants; candidates should be vetted by search firm during this process to ensure viable candidates move forward in the process	Weeks 5 to 9
Meet with hiring manager to review candidates	In person meeting with hiring manager to review top candidates and determine who will receive initial interviews	Week 10
Initial Round of Interviews	Consultant shall help candidates in coordinating travel arrangements for candidates. Attend in person to initial in person interview panel(s). Provide feedback to hiring manager. Determine if an additional round of interviews will be needed or if Community/Town Hall meetings are to be held for public feedback	Week 11 or 12
Second Round of Interviews and/or Community/Town Hall Meetings	Attend in person to second round of in-person interviews and/or Community/Town Hall meetings for public feedback. Provide feedback to hiring manager.	Week 13 or 14
Reference Checks, Media Checks, Education Check	Vendor conducts minimum of 3 reference checks, thorough media check, along with education verification and other credentials. HRD will be responsible for the criminal background check.	Week 15
Salary Offer	HRD will coordinate candidate's job offer, salary and start date with Consultant. Consultant will communicate to top candidate and verify acceptance of offer.	Week 16
Top Candidate Accepts Offer	Receipt of signed offer letter by Consultant and City Contract Manager.	Week 16 or 17

1 Payment Terms and Conditions

All vendors must accept an Automated Clearing House (ACH) payment.

Advance Payments

All contract payments shall be made in accordance with the Contract's invoice payment terms. The City of El Paso will make no advance payments for the goods and/or services that are subject of this bid unless otherwise noted in the Form of Contract. Invoices may be submitted on no more than a monthly basis. Invoices submitted for services rendered shall be forwarded to the address indicated on the "Bill to Information" located on the "Event Details" tab.

Prompt Payment

Payments will be made to the Contractor within thirty (30) days following acceptance of goods or services, or receipt of a properly prepared invoice by the City Department identified in the Invoice Instructions set forth on the Purchase Order, whichever is later. Payments will be considered to have been made on the date electronic funds are transferred.

Federal Excise Tax

the City is entitled to a deduction for federal excise tax if it is included on the manufacturer's published price list for applicable items, and contractor <u>must invoice accordingly</u>. A federal tax exemption certification will be provided by the City, upon request.

Late Payment fees will incur at the State of Texas statutory rate.

Evaluation Information

The City will award the contract to the offeror that submits a proposal which represents the "best value" to the City. The best value shall not be based solely upon price but the bid which receives the highest cumulative score for each of the evaluation factors delineated herein. The City considers 70 as a passing score. Scores below a 70 will not be considered for award.

The award shall be based upon the evaluation criteria and process delineated herein.

- a. Evaluation Committee: All properly submitted bids will be reviewed by an Evaluation Committee.
- b. Weighted Evaluation Criteria: The following weighted criteria will be considered to determine which bid offers the "best value" to the City.
- c. Offeror must fill out the appropriate forms delineated within the solicitation.

Page 13 of 42 pages Vendor: Baker Tilly US, LLP 2024-0113R Addendur **374**

Evaluation and Award Process

- 1. The Evaluation Committee shall be established to evaluate proposals based solely on the Evaluation Factors included in this solicitation. Factors not specified in the solicitation will not be considered. The City reserves the right to waive any minor irregularities or technicalities in the proposals received. Proposals will be evaluated on an individual basis against the requirements stated in the solicitation.
- 2. Minor problems of completeness or compliance may be called to the attention of Offerors for clarification. Substantial deviations from specifications or other requirements of this solicitation will result in deeming the proposal non-responsive.
- 3. Price will not be the only consideration in the selection of short-listed proposals. Detailed evaluation of proposals will involve a determination of the most favorable combination of various elements contained in this solicitation. The selection of the ultimate winning proposal will be based upon what the evaluators believe to be most advantageous to the City.
- 4. During the evaluation process, the City reserves the right, where it may serve in the City's best interest, to request additional information or clarifications from Offerors, or to allow corrections of errors or omissions.
- 5. After evaluations, the Evaluation Committee will determine a short list also known as competitive range. The short list/competitive range include the proposals that have a reasonable chance of being selected for award considering all aspects of the solicitation. The City may request Best and Final Offers (BAFO) and negotiate with the Offeror(s)who fall within the short list/competitive range. If required, only those Offerors within the short list/competitive range may be selected for an oral presentation and/or interview.
- 6. The presentation/interview process will be arranged by the Evaluation Committee for purposes of discussion and/or clarification. Points may be deducted or added to the Offeror's preliminary score as deemed necessary by the Evaluation Committee.
- 7. The City reserves the right to negotiate the final scope of services, price, schedule, and any and all aspects of this solicitation with all Offerors Respondents in the competitive range. Once negotiations are complete, the City shall establish a common date and time for the submission of Best and Final Offers. If an Offeror Respondent does not submit a notice of withdrawal of its offer, or a Best and Final Offer, the Respondent's Offeror's immediate previous offer shall be construed as its best and final offer.
- 8. The best and final offers shall be evaluated in essentially the same manner as the initial offers. The contract shall be awarded to the responsible Offeror whose qualifications, price and other factors considered, are the most advantageous to the City.
- 9. The City reserves the right to award this contract to one Offeror or to make multiple awards and to award without discussions. The City may reject any or all offers if such action is in the City's interest, award contract other than to the lowest offeror respondent, waive informalities and minor irregularities in proposals received, and award all or part of the requirements stated.
- 10. Proposals that are considered non-responsive will not receive consideration and will not be evaluated. The City reserves the right at any time during the evaluation process to reconsider any proposal submitted. It also reserves the right to meet with any Offeror at any time to gather additional information. Furthermore, the City reserves the right to delete, add or modify any aspect of this procurement through competitive negotiations up until the final contract signing.
- 11. The successful Offeror's proposal will be incorporated into the final contract. Any false or misleading statements found in the proposal will be grounds for the proposal be deemed non-responsive or disqualification or contract termination. Submission of a proposal indicates acceptance by the Offeror of the conditions contained in this solicitation, unless clearly and specifically noted in the proposal and confirmed in the contract between the City and the Offeror selected.

Evaluation Factors

The evaluation process is designed to award the contract, not necessarily to the offeror of least cost, but rather to the offeror with the best combination of attributes (i.e., qualifications and experience and price) based upon the evaluation factors specifically established for this solicitation.

Offerors must provide all information outlined in the Evaluation Factors to be considered responsive. Proposal will be evaluated based on the responsiveness of the offeror's information to the Evaluation Factors which will demonstrate the offerors understanding of the Evaluation Factors and capacity to perform the required services of this solicitation. Proposals considered non-responsive will not be evaluated.

EVALUATION FACTORS	MAXIMUM POINTS	
A. Fee Proposal	25 Points	
B. Experience – Comparable Contracts	25 Points	
C. References	15 Points	
D. Proposal for Executive Recruiting Services	20 Points	
E. Staffing and Qualification	15 Points	
Total	100 Points	

The establishment, application and interpretation of the above Evaluation Factors shall be solely within the discretion of The City of El Paso ("the City"). The City reserves the right to determine the suitability of proposals on the basis of all the factors included in this solicitation.

Factor A – Fee Proposal......25 Points

As part of the requirement to establish the responsibility of the proposal, the City of El Paso may determine the reasonableness of the price(s) at which the services are offered. Prices which are significantly lower than the mean of all proposals, and appear to be unreasonably low, may be determined to be evidence of non-responsibility, and cause the offered proposal to be rejected. Points will be allocated according to the calculation provided below:

Price Maximum 25	Lowest Bid Amount	Divided by Bidder's	AmountX 25	Total Points
Points		•		

Factor B – Experience – Comparable Contracts25 Points

Offeror to provide three (3) contracts comparable in scope within the past ten (10) years and have performed for at least one year (1) prior to bid opening. Contract will be considered comparable in scope if they include the following elements: demonstrate experience executive recruiting services at the local, state and national level. Offeror shall explain how this experience will contribute to successful completion of the project. The offeror shall include the following information for each project:

- Project location
- Client name
- Key contact person, address, telephone number and email address
- Project budget
- Detailed description of the project scope of work

Offeror is required to use the Experience – Comparable Contract Form for this factor. Contracts not comparable in scope will not be evaluated.

Note: The maximum points for each contract will be determined by dividing the points allocated to this factor by 3 (i.e. 25 total points \div 3 = 8.333 points per contract).

Bidder shall provide references for three (3) contracts listed for Factor B.

A contract deemed non-comparable under Factor B shall not be considered as a viable reference under Factor C and shall not be scored.

Note: The maximum points for each reference will be determined by dividing the points allocated to this factor by 3 (i.e. 15 total points \div 3 = 5 points per reference).

Comparable Contracts and Reference Check Notice

The bidder is responsible for ensuring the accuracy of the comparable contracts and the contact information for the references provided. The City shall not contact the bidder for replacement contracts, references and/or contact information if said e-mail addresses or telephones numbers are not valid or connected.

In addition to the above, the bidder is encouraged to inform said references that they shall initially be contacted via e-mail at the e-mail address provided herein. If a response to the e-mail is not provided within the designated time frame, the City will attempt to contact the reference by telephone at the number provided. If the reference does not respond after two attempts via telephone the bidder shall receive zero points for said reference.

Factor D - Proposal for Executive Recruiting Services......20 Points

The offeror shall demonstrate understanding of the requirements included in Attribute 13 "Scope of Work and Minimum Requirements". The offeror is also required to provide the following:

- Provide a narrative description of your organization's proposed scope of service, method of approach and proposed organization and classification of tasks as it relates to executive recruiting services. (5 points)
- Demonstrated evidence of Respondent's ability to perform the executive recruiting services as described in this Request for Proposals. Respondent must prepare and submit a detailed work plan that uniquely describes the approach that will be used to satisfy work requirements. (15 points)

Factor E - Staffing and Qualification......15 Points

The offeror shall demonstrate understanding of the requirements included in Attribute 13 "Scope of Work and Minimum Requirements". The offeror shall provide the following:

- Provide an organizational chart, staff resumes and anticipated project participation levels. Identify the number of full and part-time staff that will be made available to fulfill the requirements of this Request for Proposals. (5 points)
- Provide detailed information on staff qualifications and/or licenses if applicable. (5 points)
- Describe the Respondent's overall staffing approach. (5 points)

Page 16 of 42 pages Vendor: Baker Tilly US, LLP 2024-0113R Addendur **377**

Responsibility Determination

Offeror will be deem non-responsible if financial information is not submitted with the proposal. The financial information referenced in section A is required at the time of submission.

The responsibility determination includes consideration of a Offeror's integrity, compliance with public policy, past performance with the City (if any), financial capacity and eligibility to perform government work (e.g., debarments/suspension from any Federal, State, or local government). The City reserves the right to perform whatever research it deems appropriate in order to access the merits of any offer.

A. Financial Capacity Determination -

Financial Information

Financial Statements. Please provide financial statements for your organization for at least the last two (2) fiscal years as follows: If a **publicly** held organization:

- (1) Consolidated financial statements as submitted to the Securities and Exchange Commission (SEC) on Form 10K.
- (2) Any Form 8K's filed subsequent to last Form 10K or
- (3) A letter of credit directly from the offeror's financial institution equal to the value of the project.

If a privately held organization:

- (1) Balance sheet for your last two fiscal years accompanied by audit reports by an independent Certified Public Accountant.
- (2) Statement of income of your last two fiscal years accompanied by audit reports by an independent Certified Public Accountant or
- (3) A letter of credit directly from the offeror's financial institution equal to the value of the project.

Management discussion and analysis of your organization's financial condition for the last two years indicating any changes in your financial position since the certified statements were prepared.

If not considered proprietary, any recent Management Letters.

Evidence of Financial Responsibility

Submit evidence of financial responsibility. This may be a credit rating from a qualified firm preparing credit rating or a bank reference.

The City reserves the right to confirm and request clarification of all financial information provided (including requesting audited financial statements certified by an independent Certified Public Accountant), or to request documentation of the offeror's ability to comply with all of the requirements in the solicitation.

Incomplete disclosures may result in a proposal being deemed non-responsive.

Note: Dun & Bradstreet has the capability to obtain information on past performance on specific contractors. Accordingly, the City may require offerors to provide a copy of a recent past performance report prepared by Dun & Bradstreet. The Past Performance Evaluation Report provided to the offeror by Dun & Bradstreet shall be submitted, not later than 14 calendar days after request by the City. The offeror shall be responsible for the cost of Dun & Bradstreet's preparation of the report.

B. Technical Capacity Determination

The City may conduct a survey relating to the offeror's record of performance on past and present projects that are similar to the scope of work identified in this solicitation, which may include services/projects not identified by the offeror. The City reserves the right to perform whatever research it deems appropriate in order to assess the merits of any offer. Such research may include, but not necessarily be limited to, discussions with outside offeror's, interviews and site visits with the offeror's existing clients and analysis of industry reports. The City will make a finding of the offeror's Technical Resources/Ability to perform the offeror's scope of work based upon the results of the survey.

An offeror will be determined responsible if the City determines that the results of the Technical Resources/Ability survey reflect that the offeror is capable of undertaking and completing the scope of work in a satisfactory manner.

✓ I have uploaded my financial documents

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Disclosures

Offeror to disclose and describe any prior or pending litigation, acquisitions/mergers, civil or criminal, involving a governmental agency or which may affect the performances of the services to be rendered. This includes any instances in which the Offeror or any of its employees, subcontractors, or sub-consultants is or has been involved within the last three years for those applicable items.

✓ I have uploaded my disclosures

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Contract Clauses

Contract Clauses (Terms & Conditions)

1. TERM OF CONTRACT

Under which the City shall order all of its supplies and/or services described in specifications from the successful bidder, hereinafter referred to as the Contractor, for the duration of the contract.

In the event the City has not obtained another service contractor by the expiration date of the term contract, the City, at its discretion, may extend the contract on a month-to-month basis not to exceed six (6) months or until a new contract is awarded.

The term of this agreement shall be for thrity-six (36) months commencing on the date the Contractor receives a written Notice of Award. Delivery of the Notice of Award shall be by email.

2. INVOICES & PAYMENTS

- A. The Contractor will submit invoices, in single copy, on each contract after each delivery. Invoices covering more than one purchase order will not be accepted.
- B. Invoices will be itemized, including serial number of unit; transportation charges, if any, will be listed separately.
- C. Invoices will reflect the Contract Number and the Purchase Order Number.
- D. Do not include Federal Tax, State Tax, or City Tax. The City will furnish a tax exemption certificate upon request.
- E. Discounts will be taken from the date of receipt of goods or date of invoice, whichever is later.
- F. A copy of the bill of lading and the freight waybill when applicable will be attached to the invoice.
- G. Payment will not be due until the above instruments are submitted after delivery and acceptance.
- H. Mail invoices to the City Department indicated in the Invoice Instructions set forth on the Purchase Order.
- I. Contractor shall advise the Comptroller of any changes in its remittance addresses.

3. CONTRACTUAL RELATIONSHIP

Nothing herein will be construed as creating the relationship of employer and employee between the City and the Contractor or between the City and the Contractor's employees. The City will not be subject to any obligations or liabilities of the Contractor or his employees incurred in the performance of the contract unless otherwise herein authorized. The Contractor is an independent Contractor and nothing contained herein will constitute or designate the Contractor or any of his employees as employees of the City. Neither the Contractor nor his employees will be entitled to any of the benefits established for City employees, nor be covered by the City's Workers' Compensation Program.

4. INDEMNIFICATION [Rev. 04-15-99] [Rev. 01-04-04] [Rev. 10-19-18]

Contractor or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT, even where such damage, injury, loss, illness, physical or mental impairment, loss of service, or death results from or involves NEGLIGENCE, or allegations of negligence on the part OF THE CITY, its officers, agents, or employees. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to Contractor every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Contractor will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Contractor may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. Contractor will pay all judgments finally establishing liability of the City in actions defended by Contractor pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Contractor, and premiums on any appeal bonds. The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Contractor's property from any cause.

5. GRATUITIES

The City may, by written notice to the Contractor, cancel this contract without liability to Contractor if it is determined by the City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the City of El Paso with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

6. WARRANTY-PRICE

A. The price to be paid by the City will be that contained in the Contractor's bid which the Contractor warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty the prices of the items will be reduced to the Contractor's current prices on orders by others, or in the alternative, the City may cancel this contract without liability to Contractor for breach or Contractor's actual expense.

B. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the City will have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

7. RIGHT TO ASSURANCE

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) calendar days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

8. TERMINATION [Rev. 06/07/97] [1/10/2020]

A. Termination for Convenience

The City of El Paso may terminate this contract, in whole or in part, at any time by written notice to the Contractor. The Contractor will be paid its costs, including the contract close out costs, and profit on work performed up to the time of termination. The Contractor will promptly submit its termination claim to the City of El Paso to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of El Paso, the Contractor will account for the same, and dispose of it in the manner the City of El Paso directs.

B. Termination for Default

If the Contractor fails to comply with any provision of the contract the City of El Paso may terminate this contract for default. Termination shall be effected by serving a notice of intent to terminate the contract setting forth the manner in which the Contractor is in default. The Contractor will be given an opportunity to correct the problem within a reasonable time before termination notice is rendered. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. The City shall have the right to immediately terminate the Contract for default if the Contractor violates any local, state, or federal laws, rule or regulations that relate to the performance of this Agreement.

C. Termination for Failure to Comply with Subchapter J, Chapter 552, Government Code.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor or vendor agrees that the Contract can be terminated if the Contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

9. ADDITIONAL REMEDIES [New 12/96]

If the City terminates the contract because the Contractor fails to deliver goods as required by the contract, the City shall have all of the remedies available to a buyer pursuant to the UNIFORM COMMERCIAL CODE including the right to purchase the goods from another vendor in substitution for those due from the Contractor. The cost to cover shall be the cost of substitute goods determined by informal or formal procurement procedures as required by the Local Government Code. The City may recover the difference between the cost of cover and the contract cost by deducting the same from amounts owed to Contractor for goods delivered prior to termination or any other lawful means.

10. TERMINATION FOR DEFAULT BY CITY [Rev. 06/09/97]

If the City fails to perform any of its duties under this contract, Contractor may deliver a written notice to the Purchasing Director describing the default, specifying the provisions of the contract under which the Contractor considers the City to be in default and setting forth a date of termination not

Page 19 of 42 pages Vendor: Baker Tilly US, LLP 2024-0113R Addendur **380**

sooner than 90 days following receipt of the Notice. The Contractor at its sole option may extend the proposed date of termination to a later date. If the City fails to cure such default prior to the proposed date of termination, Contractor may terminate its performance under this Contract as of such date.

11. FORCE MAJEURE [Rev. 06/07/97]

If, by reason of Force Majeure, either party hereto will be rendered unable wholly or in part to carry out its obligations under this Contract then such party will give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, will be suspended for only thirty (30) days during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party will try to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, will mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals. It is understood and agreed that the settlement of strikes and lockouts will be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure will be remedied with all reasonable dispatch will not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty. If a party is unable to comply with the provisions of this contract by reason of Force Majeure for a period beyond thirty days after the event or cause relied upon, then upon written notice after the thirty (30) days, the affected party shall be excused from further performance under this contract.

12. ASSIGNMENT-DELEGATION

No right or interest in this contract will be assigned or delegation of any obligation made by the Contractor without the written permission of the City. Any attempted assignment or delegation by the Contractor will be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

13. WAIVER

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

14. INTERPRETATION-PAROL EVIDENCE

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade will be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

15. APPLICABLE LAW

The law of the State of Texas will control this contract along with any applicable provisions of Federal law or the City Charter or any ordinance of the City of El Paso.

16. ADVERTISING

Contractor will not advertise or publish, without the City's prior consent, the fact that the City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

17. AVAILABILITY OF FUNDS

The awarding of this contract is dependent upon the availability of funding. In the event that funds do not become available the contract may be terminated or the scope may be amended. A 30-day written notice will be given to the vendor and there will be no penalty nor removal charges incurred by the City.

[section continued]

2

Contract Clauses

18. VENUE

Both parties agree that venue for any litigation arising from this contract will lie in El Paso, El Paso County, Texas.

19. ADDITIONAL REMEDY FOR HEALTH OR SAFETY VIOLATION

If the Purchasing Director determines that Contractor's default constitutes an immediate threat to the health or safety of City employees or members of the public he may give written notice to Contractor of such determination giving Contractor a reasonable opportunity to cure the default which shall be a period of time not less than 24 hours. If the Contractor has not cured the violation within the time stated in the notice, the City shall have the right to terminate the contract immediately and obtain like services as necessary to preserve or protect the public health or safety from another vendor in substitution for those due from the Contractor at a cost determined by reasonable informal procurement procedures. The City may recover the difference between the cost of substitute services and the contract price from Contractor as damages. The City may deduct the damages from Contractor's account for services rendered prior to the Notice of Violation or for services rendered by Contractor pursuant to a different contract or pursue any other lawful means of recovery. The failure of the City to obtain substitute services and charge the Contractor under this clause is not a bar to any other remedy available for default.

20. INSURANCE REQUIREMENTS [6/29/2019]

Commercial General Liability:

Written on an occurrence form. (There may be situations where a "claims-made" form may be our only option but it is best we require an occurrence form including all the usual coverage known as:

Premises/operations liability

Products/completed operations

Personal/advertising injury

Contractual liability

Broad-form property damage

Independent contractor liability

Explosion, Collapse and Underground (XCU)

Cyber Liability/Data/Breach/Ransom

Minimum Limits of Liability

\$1,000,000 Bodily Injury/\$1,000,000 Property Damage per occurrence

Commercial General Liability Exclusion Removed/Railroad Protective Liability/Contractual Liability-Railroads

\$1,000,000 Bodily Injury/\$1,000,000 Property Damage Liability per occurrence

Required when a contractor is going to work on or within 50 feet of any "railroad property" Commercial Automobile Liability;

\$1,000,000 Bodily Injury/\$500,000 Property Damage Liability per occurrence

Workers' Compensation Statutory Coverage

\$ 500,000 Employers Liability

Professional (Errors & Omissions) Liability (if required)

\$1,000,000 per occurrence

Umbrella or Excess Liability Insurance (if required)

\$5,000,000 per occurrence

The City, its officials, employees, agents and contractors shall be named as additional insureds and contain a "blanket waiver of subrogation" clause in favor of the City.

The contractor/vendor and their subcontractors' insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by the City, its officials, employees, agents and contractors shall be in excess of the contractor/vendor's or contractor/vendor's subcontractor's insurance and shall not contribute to the contractor/vendor's or contractor/vendor's subcontractor's insurance.

Prior to undertaking any work under this contract, the contractor/vendor, at no expense to the City, shall furnish to the City copy of a certificate of insurance with an actual copy of policy and original endorsements affecting coverage for each of the insurance policies provided in this exhibit. Any deductibles or self-insured retentions must be declared to, and approved by the City.

Notices and Certificates required by this clause shall be provided to:

City of El Paso

Purchasing & Strategic Sourcing Department

300 N. Campbell, 1th Floor

Page 21 of 42 pages Vendor: Baker Tilly US, LLP 2024-0113R Addendur **382**

El Paso, Texas 79901-1153

Please refer to Bid Number/Contract Number and Title in all correspondence and insurance certificates.

Failure to submit insurance certification may result in contract cancellation.

21. CONTRACT ADMINISTRATION

The point of contact for the administration of this Contract, on behalf of the City of El Paso, is:

Claudia I. Cancellare Employee Relations Officer Telephone: (915) 274-0009

Email: CancellareCI@elpasotexas.gov

Note any contact with the Contract Administrator prior to award of this contract is a violation of the Cone of Silence (2.3.1 Cone of Silence/Anti Lobbying Policy) and your submission may be subject to disqualification.

Mail correspondence should be addressed to:

City of El Paso Purchasing & Strategic Sourcing Department 300 N. Campbell, 1th Floor El Paso, TX 79901-1153 Attn: Paula Salas, Purchasing Agent

Please refer to Bid Number/Contract Number and Title in all correspondence.

22. COMPLIANCE WITH NON-DISCRIMINATION LAWS

The Contractor agrees that it, its employees, officers, agents, and subcontractors, will comply with all applicable federal and state laws and regulations and local ordinances of the City of El Paso in the performance of this Contract, including, but not limited to, the American with Disabilities Act, the Occupational Safety and Health Act, or any environmental laws.

The Contractor further agrees that it, its employees, officers, agents, and subcontractors will not engage in any employment practices that have the effect of discriminating against employees or prospective employees because of sex, race, religion, age, disability, ethnic background or national origin, or political belief or affiliation of such person, or refuse, deny, or withhold from any person, for any reason directly or indirectly, relating to the race, gender, gender identity, sexual orientation, color, religion, ethnic background or national origin of such person, any of the accommodations, advantages, facilities, or services offered to the general public by place of public accommodation.

23. CONTRACTING INFORMATION [1/10/2020]

The Contractor must preserve all contracting information related to this Contract as provided by the records retention schedule requirements applicable to the City for the duration of this Contract. Contractor will promptly provide the City any contracting information related to this Contract that is in the custody or possession of the Contractor on request of the City. On completion of this Contract, Contractor will either provide at no cost to the City all contracting information related to this Contract that is in the custody or possession of the Contractor or preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the City.

24. RIGHT TO AUDIT

The Contractor agrees that the City shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and copy any directly pertinent books, computer and digital files, documents, papers, and records of the Contractor involving transactions relating to this Contract. Contractor agrees that the City shall have access during normal working hours to all necessary Contractor facilities, and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The City shall give Contractor reasonable advance notice of intended audits. The City will pay Contractor for reasonable costs of any copying the City performs on the Contractor's equipment or requests the Contractor to provide. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

The Contractor agrees that it will include this requirement into any subcontract entered into in connection with this Contract.

25. CONTRACTOR TO PACKAGE GOODS

The Contractor will package goods according to good commercial practice. Each shipping container will be clearly and permanently marked as follows: (a) Contractor's name and address; (b) Consignee's name, address and purchase order; (c) Container number and total number of containers, e.g., "box 1 of 4 boxes"; and (d) the number of the container bearing the packing slip. The Contractor will bear cost of packaging unless otherwise provided. Goods will be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. The City's count or weight will be final and conclusive on shipments not accompanied by packing lists.

26. SHIPMENT UNDER RESERVATION PROHIBITED

The Contractor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

27. DELIVERY TERMS AND TRANSPORTATION CHARGES

F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in bid; the City agrees to reimburse the Contractor for transportation costs in the amount specified in the Contractor's bid, or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs, provided the City will have the right to designate what method of transportation will be used to ship the goods.

28. TITLE & RISK OF LOSS

The title and risk of loss of the goods will not pass to the City until the City actually receives and takes possession of the goods at the point or points of delivery.

29. RIGHT OF INSPECTION

The City will have the right to inspect the goods at delivery before accepting them.

30. NO REPLACEMENT OF DEFECTIVE TENDER

Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this will constitute a breach and the Contractor will not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Contractor may reasonably notify the City of his intention to cure and may then make a conforming tender within the contract time but not afterward.

31. PLACE OF DELIVERY

The place of delivery will be that set forth in the solicitation. The terms of this contract are "no arrival, no sale."

32. WARRANTY-PRODUCT

The Contractor will not limit or exclude any implied warranties and any attempt to do so will render this contract voidable at the option of the City. Contractor warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation, and to the sample(s) furnished by Contractor, if any. In case of a conflict between the specifications, drawings and descriptions, the drawings and descriptions will govern.

33. SAFETY WARRANTY

Contractor warrants that the product sold to the City will conform to the standards promulgated by the US Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the City may return the product for correction or replacement at the Contractor's expense. In the event the Contractor fails to make the appropriate correction within reasonable time, correction made by the City will be at the Contractor's expense.

34. NO WARRANTY BY THE CITY AGAINST INFRINGEMENTS

As part of this contract for sale Contractor agrees to ascertain whether goods manufactured according to the specifications attached to this contract will cause the rightful claim of any third person by way of infringement or the like. The City makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event will the City be liable to the Contractor for indemnification if Contractor is sued on the grounds of infringement or the like. If Contractor is of the opinion that an infringement or the like will result, he will notify the City to this effect in writing within two weeks after the signing of this contract. If the City does not receive notice and is subsequently held liable for the infringement or the like, the Contractor will save the City harmless (if the Contractor in good faith ascertains that production of goods according to the specifications will result in infringement or the like, this contract will be null and void except that the City will pay the Contractor the reasonable cost of his search as to infringements).

Page 23 of 42 pages Vendor: Baker Tilly US, LLP 2024-0113R Addendur **384**

35. TERRORIST ORGANIZATIONS & BOYCOTTING OF ISRAEL [Rev. 4-30-18] [Rev. 10-14-18]

Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Purchase Order. For purposes of this Purchase Order, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

36. DISCRIMINATION AGAINST FIREARM & AMMUNITION INDUSTRIES [Rev 2021-09-23]

Vendor certifies and verifies that (1) neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (2) Vendor agrees that Vendor and Vendor Companies will not discriminate during the term of the contract against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 2274. For purposes of this Agreement, the term "Discriminate against a firearm entity or firearm trade association" shall have the meaning defined in Texas Government Code Chapter 2274.

37. BOYCOTTING OF ENERGY COMPANIES [Rev 2021-09-23]

Vendor certifies and verifies that it is not a company identified on the Texas Comptroller's list of companies known to boycott energy companies, as defined in Texas Government Code Chapter 809. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), boycotts energy companies and Vendor agrees that Vendor and Vendor Companies will not boycott energy companies during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 809. For purposes of this Agreement, the term "boycott energy company" shall have the meaning defined in Texas Government Code Chapter 809.

[end of section]

Instructions to Offerors Submitting Paper Proposals

To download solicitation, click the "Documents" icon located next to "Response History" icon.

1. SIGNATURE OF PROPOSAL BY PERSON AUTHORIZED TO SIGN

All proposals shall bear an original signature, in ink, of a responsible officer or agent of the company. Failure to sign the proposal or to include a substitute signed document binding the offeror will be the basis for declaring a proposal non-responsive.

2. REQUIRED NUMBER OF COPIES

Proposals must be submitted in original form with one additional copy.

3. PROPOSAL SUBMISSION INSTRUCTIONS

Proposal must be sealed when presented to the Purchasing & Strategic Sourcing Department. See event details for submission deadlines. Proposals will be publicly opened and read aloud (Offeror's Name, City and State). The City does not provide envelopes or any other office supply for the purpose of submitting Proposals

4. ADDRESSING INSTRUCTIONS

The envelope containing the proposal must be addressed as follows:

City of El Paso

Purchasing & Strategic Sourcing Department

300 N. Campbell, 1st Floor

El Paso, Texas 79901-1153

Attn: Purchasing Director

Also, write the Solicitation Number, Solicitation Title, and Due Date clearly on a visible section of the envelope.

5. LABELING OF PROPOSALS [Rev 6/15/05]

The Due Date and Solicitation Number and Name must be written on the outside of the package containing the proposal. The City Purchasing & Strategic Sourcing Department may open any unlabeled submittal to identify it properly. Offerors are required to identify their package to protect the integrity of their sealed proposal and to fully avail themselves of the evaluation and selection process.

6. OFFEROR DELIVERY RESPONSIBILITY

Proposals received at the Purchasing & Strategic Sourcing Department after the specified date and time will not be accepted. Package delivery services such as FedEx, UPS, etc., deliver packages must be addressed to the Purchasing Director directly to the Purchasing & Strategic Sourcing

Page 24 of 42 pages Vendor: Baker Tilly US, LLP 2024-0113R Addendur **385**

2

Department.

U.S. Postal Service deliveries, including Express Mail, are only delivered to the Mail Room at City 2 and may or may not be delivered by the Mail Room to the Purchasing & Strategic Sourcing Department by the time and place proposals are opened. The offeror accepts all responsibility for delivering its proposal to the address stated above within the specified time or the proposal will be considered non-responsive and will be mailed back unopened. If the envelope does not reflect a return address, it will be opened for the sole purpose of obtaining the return address.

7. ADDITIONAL INFORMATION

Descriptive literature, where applicable, containing complete specifications or other information sufficient for the City to determine compliance with the specifications must accompany each proposal. Related data, where applicable, will be made part of the proposal. All documents, literature and related data submitted as part of the proposal become the property of the City of El Paso.

Offerors are asked not to include loose brochures (e.g. general marketing material). BROCHURE MATERIAL WILL NOT BE CONSIDERED FOR REVIEW. Only pertinent information should be submitted.

8. ALTERNATE PROPOSALS

The City of El Paso is not accepting alternate proposals for review, evaluation and/or consideration.

9. ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS

All amendments must be acknowledged on the Amendment Acknowledgement Form. Failure to do so may cause the proposal to be rejected. It is the Offeror's responsibility to ensure that their response to a solicitation is incorporating all amendments into said proposal. Amendments may be posted at any time up to and including the due date.

10. PROPOSAL FORMAT AND STRUCTURE

All proposals must follow the submission guidelines below. The City reserves the right to reject proposals not in compliance with these requirements.

- 1. Use fonts no smaller than Times New Roman, 10 point. Maximum length including title page, the entire proposal, and appendices should not exceed 100 pages but may be required in some instances.
- 2. All pages must be numbered.
- 3. Address all evaluation factors described within this solicitation.
- 4. Major sections must have page breaks between them.
- 5. The proposal must be signed and titled by a duly authorized representative of the Offeror.
- 6. Introduction Page include the following information:
- a. State in succinct terms the Offeror's understanding of the services to be provided and how the Offeror anticipates being able to meet the scope of work as delineated within the solicitation.
- b. Clearly label with the solicitation number, title, Offeror's name, mailing address, and fax number, and the name, telephone number, and email address of a contact person.
- c. Identify by name and title the individual responsible for the administration of the project. That is, the individual who has the responsibility to oversee the contract, not a firm's contract negotiator, etc.
- 7. The City will not be responsible for locating or securing information not included with proposal. In conducting its assessment, the City may use data provided by the Offeror and data obtained from other sources, but while the City may elect to consider data obtained from other sources the burden of providing thorough and complete information rests with the Offeror.
- 8. Response to all factors must demonstrate the offeror's comprehension of the objectives and services being procured. Do not merely duplicate the Scope of Work as presented within this Solicitation

Notice to Offerors

23

1. ACCEPTANCE OR REJECTION OF PROPOSALS

The City reserves the right to accept or reject any or all proposals, to waive all minor technicalities, and to accept the proposal is determined to be the most favorable to the City. Additionally, the City may accept a proposal subject to an exception if, in the sole judgment of the City, the proposal meets or exceeds the City's specifications.

2. TIME AND PLACE OF OPENING

Proposals will be opened and read in City Hall, at 2:30 P.M.(MST) on opening day. However, you are cautioned that proposals must be received in the Purchasing & Strategic Sourcing Department no later than 2:00 PM (MST).

3. RECIPROCAL PREFERENCE

Domestic Preferences

The City reserves the right to grant a preference to cooperative agreement programs, City contracts and Purchase Orders that are funded through federal awards and grants:

(a) As appropriate and to the extent consistent with law, the City may, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel,

Page 25 of 42 pages Vendor: Baker Tilly US, LLP 2024-0113R Addendur **386**

cement, and other manufactured products).

(b) For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

State Reciprocal Preference

The City reserves the right to grant an offeror with its principal place of business in the State of Texas (Resident Offeror) a preference on a contract against the proposal of any offeror from another state which enforce or has a preference for its resident offeror. The amount of the preference to the resident offeror shall be equal to the preference in the other state. Regarding contracts involving federal funds, the City shall utilize said reciprocal preference unless expressly prohibited by the Grantor.

Municipality Reciprocal Preference

The City reserves the right to grant a offeror with its principal place of business within the City limits of El Paso, Texas (Local Offeror) a preference on a contract against the proposal of any offeror from another City within the State of Texas which enforce or has a preference for its local offrerors. The amount of the preference to the local offeror shall be equal to the preference in the other City. Regarding contracts involving federal funds, the City shall utilize said reciprocal preference unless expressly prohibited by the Grantor.

4. EVALUATION RESULTS

Any questions concerning evaluation results should be directed to the Purchasing & Strategic Sourcing Representative.

REQUEST FOR PROPOSAL TABULATIONS

The Request for Proposal tabulation will be available at https://elpasotexaspurchasingtest.ionwave.net/CurrentSourcingEvents.aspx. No results will be given over the phone.

6. DEBRIEFING REQUESTS

A written request for a debriefing should be directed to the Purchasing & Strategic Sourcing Representative identified in this solicitation within five (5) days after the date of award. Debriefing requests will be scheduled with the designated City staff and Purchasing & Strategic Sourcing Representative.

7. PROTEST/DISPUTE PROCEDURE

Only an offeror who has actually submitted a proposal may appeal an award decision.

Failure to follow the requirements of the Protest procedures established by the City of El Paso, Texas, shall constitute a waiver of all protest rights. Protest must be made after the City Council agenda has been posted and by 5:00 p.m. the day before the City Council meeting in which the award will be made. The offeror must write a letter to the Purchasing Director using the phrase "Bid Protest" to City Hall – 300 N. Campbell, El Paso, TX 79901 – attention to the Purchasing & Strategic Sourcing Department. Protest must be sent by certified or registered mail or delivered in person. Note: the recommendation for award is posted on the City's website at least 72 hours before each Tuesdays Council meeting.

The written protest should include 1) the bid number and should clearly state, with particularity, the relevant facts believed to constitute an error in the award recommendation, or desired remedy; 2) a specific identification of the statutory or regulatory provision that the Protesting Offeror alleges has been violated and the provisions entitling the Protesting Offeror to relief; 3) a specific factual description, with particularity, of each action by the City that the Protesting Offeror alleges to be a violation of the statutory or regulatory provision that the Protesting Bidder has identified pursuant to item (2) of this paragraph (mere disagreement with the decisions of City employees does not constitute grounds for protest). If there is no disputed issue of the material fact, the Protest must indicate this as well.

2

Title VI requirement

Title VI Contract Provisions

Subrecipients of federal financial assistance must ensure that the clauses of Appendix A of the U.S. DOT Standard Title VI Assurances are inserted in every contract subject to the Act and the Regulations and that Form FHWA-1273 be physically attached to all federal-aid construction contracts of \$10,000 or more.

NOTE TO CONTRACTORS:

FORM 1273 and Appendix A (attached) must be inserted in all subcontractor contracts.

The successful bidder will be required to provide a copy of each of its subcontractors (all tiers) to verify that the above mentioned provisions are included

Page 26 of 42 pages Vendor: Baker Tilly US, LLP 2024-0113R Addendur **387**

2

Appendix A

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 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: The Contractor, 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. The contractor 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 the contractor 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 the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: The contractor 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 the City of El Paso to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the City of El Paso, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the City of El Paso shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
- a. Withholding of payments to the contractor under the contract until the contractor complies, and / or
- b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) Incorporation of Provisions: The contractor 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. The contractor shall take such action with respect to any subcontract or procurement as the City of El Paso may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City of El Paso to enter into such litigation to protect the interests of the City of El Paso, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2

Form FHWA-1273

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels: ATTACHMENTS
- A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for

supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504

of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60- 1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

- 1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

Page 28 of 42 pages Vendor: Baker Tilly US, LLP 2024-0113R Addendur **389**

- b. The contractor will accept as its operating policy the following statement:
- "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."
- 2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- 4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- 5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence

Page 29 of 42 pages Vendor: Baker Tilly US, LLP 2024-0113R Addendur **390**

is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

- 6. Training and Promotion:
- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR
- 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

- 8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.
- 10. Assurances Required:

- a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.
- b. The contractor, subrecipient 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, which may include, but is not limited to:
- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non- responsible.
- c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050,2A at Appendixes A and E are incorporated by reference, 49 CFR Part 21.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:
- (1) The number and work hours of minority and non- minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101.

Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

[section continued]

2

Form FHWA-1273

2. Withholding (29 CFR 5.5)

The contracting agency 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 the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued

Page 32 of 42 pages Vendor: Baker Tilly US, LLP 2024-0113R Addendur **393**

payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

- 3. Payrolls and basic records (29 CFR 5.5)
- a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b) (2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or
- subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
- (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;
- (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- 4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular

Page 34 of 42 pages Vendor: Baker Tilly US, LLP 2024-0113R Addendur **395**

programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

- 5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.
- 6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- 7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- 8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis- Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.
- 9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the

- U.S. Department of Labor, or the employees or their representatives.
- 10. Certification of eligibility (29 CFR 5.5)
- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

- 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 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. 29 CFR 5.5.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, 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 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* 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 of this section. 29 CFR 5.5.
- * \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).
- 3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency 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 moneys 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

Page 35 of 42 pages Vendor: Baker Tilly US, LLP 2024-0113R Addendur **396**

forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors 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. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)
- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

- 2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish
- (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long- standing interpretation of 23 CFR 635.116).
- 5. The 30-percent self-performance requirement of paragraph
- (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

[section continued]

2 Form FHWA-1273

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions

Page 36 of 42 pages Vendor: Baker Tilly US, LLP 2024-0113R Addendur **397**

as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal- aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

Page 37 of 42 pages Vendor: Baker Tilly US, LLP 2024-0113R Addendur **398**

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

- 1. Instructions for Certification First Tier Participants:
- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.
- (2) Have not within a three-year period preceding this proposal 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, 2 CFR 180.800;
- (3) 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 paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).
- (5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.
- 3. Instructions for Certification Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

- a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

Page 39 of 42 pages Vendor: Baker Tilly US, LLP 2024-0113R Addendur **400**

- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:
- (a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;
- (b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal 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 31
 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Page 40 of 42 pages Vendor: Baker Tilly US, LLP 2024-0113R Addendur **401**

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

- 1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
- 2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS

ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

- 1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
- 2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
- 3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
- 4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

Page 41 of 42 pages Vendor: Baker Tilly US, LLP 2024-0113R Addendur **402**

- 5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
- 6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

[end of section]

2 Amendment A001

DESCRIPTION OF AMENDMENT

A. Responses to Bidders questions are on the following page(s).

Except as provided herein, all terms and conditions of the documents, as heretofore changed, remain unchanged and in full force and effect.

☑ I confirm that I have read, understand and agree

Page 42 of 42 pages Vendor: Baker Tilly US, LLP 2024-0113R Addendur **403**

Per RFP Section 16.11, we hereby take exception to the provisions detailed in the attached exceptions table. If selected, we will require the ability to propose additional terms and negotiate mutually acceptable revisions to these sections prior to executing a final contract.

EXCEPTIONS TO CITY OF EL PASO, TEXAS RFP 2024-0113R

Page Section/ No. Paragraph No.

Proposed Revision

Exceptions to Contract Clauses

21 20.4

We propose revising this section as follows:

Contractor or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FOR AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PERSONAL PROPERTY, OR ANY BODILY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON TO THE EXTENT SUCH THIRD PARTY CLAIM IS FINALLY **DETERMINED TO BE ARISING OUT OF OR RELATED TO** CONTRACTOR'S NEGLIGENCE IN ITS PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT, even where such damage, injury, loss, illness, physical or mental impairment, loss of service, or death results from or involves NEGLIGENCE, or allegations of negligence on the part OF THE CITY, its officers, agents, or employees. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to Contractor every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Contractor will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Contractor may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. Contractor will pay all judgments finally establishing liability of the City in actions defended by Contractor pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Contractor, and premiums on any appeal bonds. The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Contractor's property from any cause.

Notwithstanding the foregoing, the City hereby releases Contractor, its subsidiaries and their present or former partners, principals, employees, officers and agents from, and acknowledges that such parties shall not be required to defend or indemnify the City against, any costs, fees, expenses, damages and liabilities (including attorneys' fees and all defense costs) relating to or arising as a result of the acts or omissions of the City. Furthermore, because of the importance of the information that the City provides to the Contractor with respect to the Contractor's ability to perform the services, the City hereby releases the Contractor and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services

EXCEPTIONS TO CITY OF EL PASO, TEXAS RFP 2024-0113R			
Page No.	Section/ Paragraph No.	Proposed Revision	
		that arise from or relate to any information, including representations by management, provided by the City, its personnel or agents, that is not complete, accurate or current.	
		To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under the contract shall not exceed the fees paid to Contractor under the contract to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this contract even if the other party has been advised of the possibility of such damages.	
22	20.6(A)	We propose removing this section in its entirety.	
22	20.9	We propose removing this section in its entirety.	
23	20.14	We propose revising this section as follows: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade will be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.	
24	21.19	We propose removing this section in its entirety.	
24	21.20, Para. 1	We propose revising this section as follows: Commercial General Liability: Written on an occurrence form. (There may be situations where a "claimsmade" form may be our only option but it is best we require an occurrence form including all the usual coverage known as: Premises/operations liability Products/completed operations Personal/advertising injury Contractual liability Broad-form property damage Independent contractor liability Explosion, Collapse and Underground (XCU)	

	EXCEPTIONS TO CITY OF EL PASO, TEXAS RFP 2024-0113R			
Page No.	Section/ Paragraph No.	Proposed Revision		
		Cyber Liability/Data/Breach/Ransom		
24	21.20, para. 6	We propose revising this section as follows: The City, its officials, employees, agents and contractors shall be named as additional insureds on the commercial general liability policy, and the commercial general liability and workers' compensation policies shall contain a "blanket waiver of subrogation" clause in favor of the City.		
24	21.20, para. 8	We propose revising this section as follows: Prior to undertaking any work under this contract, the contractor/vendor, at no expense to the City, shall furnish to the City copy of a certificate of insurance with an actual copy of policy and original endorsements affecting coverage for each of the insurance policies provided in this exhibit. Any deductibles or self-insured retentions must be declared to, and approved by the City.		
25	21.23	We propose revising this section as follows: The Contractor must preserve all contracting information related to this Contract as provided by the records retention schedule requirements applicable to the City for the duration of this Contract. Contractor will promptly provide the City any contracting information related to this Contract that is in the custody or possession of the Contractor on request of the City. On completion of this Contract, Contractor will either provide at no cost to the City all contracting information related to this Contract that is in the custody or possession of the Contractor or preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the City.		
26- 27	21.25-34	We propose removing these sections in their entirety as the Contractor is not providing any goods under this Agreement and is not applicable.		



Factor A: Proposal cost



Proposal Cost

The City of El Paso is soliciting bids for <u>Executive Recruiting Services (Re-Bid)</u>, primarily for the <u>Human Resources Department</u>. The City shall order all of its supplies and/or services from one or more successful bidders (contractors) from time to time as needed. Only personnel from <u>Human Resources Department</u> are authorized to directly place orders against this Contract. Personnel from other City departments may only utilize this contract with express written authorization from <u>Human Resources Department</u> and only if the additional usage is within reasonableness given the total awarded amount of

The method of award for this solicitation:

One award will be made for all items. Failure to bid in all the items shall deem the bid non-responsive.

All associated costs shall be included in the total fixed price for conducting the services required in accordance to specifications within this Request for Proposal (advertising, consulting, data colection, analysis, review, research, printing, copies, postage, delifery, phone charges, final results, travel costs, education verifications, DMV check, warrants, any litigation search, credit checks, reference checks, background cheks, administrative/clerical and other expenses necessary for the completion of these services). The Offeror shall provide the City with a fully detailed summary used to develop the fixed Proposal Cost.

Executive Recruiting Tasks

Description	Total Fixed Proposal Cost
A. Government	\$29,645
B. Non-Profit	\$29,645
C. Utility	\$32,400
D. Aviation	\$32,400
E. Public Safety/Enforcement	\$32,400
F. Public Health	\$32,400
G. City Attorneys	\$29,645
H. Community Services	\$29,645
I. Engineering	\$32,400
J. Urban Planning	\$32,400
K. Economic Development	\$29,645
L. Information Technology	\$32,400
M. Financial Management	\$32,400
N. Human Resources	\$29,645
O. Museums and Cultural Affairs	\$29,645
P. Public Transportation	\$29,645
Q. Communications	\$29,645

All proposals are subject to the terms and conditions of this solicitation. Material exceptions or failure to meet the City's minimum specifications, shall deem the bid non-responsive to the solicitation.

Bidder's Name: Baker Tilly US, LLP

Option to Extend To Extend Term of Contract

NOTE: NOT AN AWARD FACTOR – Initial Appropriate Box

The City at its sole discretion, may exercise any option to extend the term of the agreement, by giving the Contractor written notice within the time period noted on the selected options. The term of this contract shall be based on one of the selections below and under the same terms and conditions. The City Manager or designee may extend the option to extend.

Bidder offers the City the option of extending the term of the contract for:

Yes	Two [2] additional years at the same unit price(s), if the option is exercised prior to the expiration of the original term of the Contract:
	No Option Offered

Factor A: Proposal cost

Value means more than simply checking boxes and meeting your requirements. Value means services that lead to meaningful insights, help improve efficiencies and direct more dollars and resources to achieving El Paso's mission.

Delivering a professional fee estimate for the City of El Paso

We are excited about the opportunity to work with El Paso and have prepared the below fee estimate to meet the CoEP's needs and objectives. Our fees allow for thorough and insightful advice from experienced professionals without unnecessary add-ons or startup charges.

The all-inclusive professional fee includes the cost of professional services by the engagement team leader, the project support staff and all project-related expenses such as advertising, preparation of the recruitment brochure, printing, candidate background, reference and academic verification checks and travel expenses for on-site visits. Baker Tilly is not responsible for candidates' travel expenses to client location for on-site interviews. Clients generally manage these matters directly with the finalists.

Baker Tilly will bill for this engagement in four installments: 30% upon execution of this agreement, 30% at Phase I, 30% at Phase II, and 10% upon acceptance of an employment offer by the finalist. The fee is not contingent. If you terminate this engagement before completion, Baker Tilly shall invoice the CoEP for any unpaid portion of the fee.

Baker Tilly reviews rates annually to ensure alignment with industry and economic factors. Baker Tilly reserves the right to, once annually, revise its rates to the lower of 3% or the change in the Consumer Price Index (CPI) for the twelve-month period ending with the month preceding such annual anniversary date.

Feel free to direct all questions regarding the professional fee and project-related expenses to Art Davis via email at art.davis@bakertilly.com or via phone at +1 (816) 868 7042.

OPTIONAL SERVICES FOR CONSIDERATION	FEE
On rare occasions, a client desires the delivery of additional search-related services from the Baker Tilly executive search team. Services not included in the proposed scope of services include additional visits by the project team leader to your organization. Baker Tilly will bill El Paso at an hourly rate of \$300, plus expenses for additional work requested explicitly by your organization outside this project's scope or as described in the proposed scope. Before beginning these services, Baker Tilly will prepare and submit a written explanation of the additional services requested and the estimated number of hours required before commencing any additional services.	\$300 per hour plus expenses

BAKER TILLY CAN PROVIDE OPTIONAL SERVICES

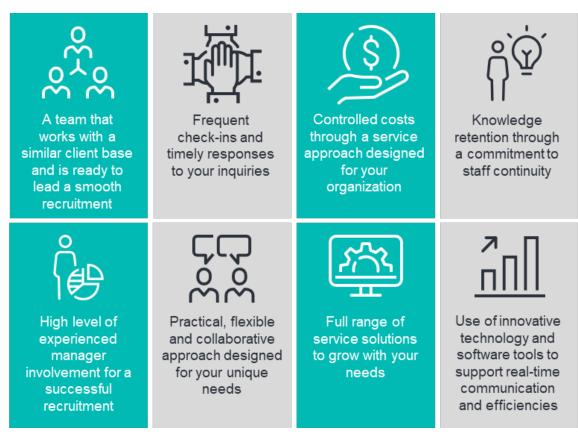
El Paso may benefit from the additional services we offer. No additional services will be billed without the express consent and agreement with the CoEP.

Negotiations

If selected, we will provide the City of El Paso with our standard engagement terms. Should the CoEP wish to provide alternate terms or proceed on the basis of its own format agreement, we would require the ability to negotiate mutually acceptable terms and conditions prior to executing a final contract.

Supporting El Paso with our value-for-fees approach

We will provide the highest quality service for a fair and reasonable fee. Below is an overview of our value-for-fees approach and how it benefits you.



COMMITMENT TO VALUE FOR FEES

El Paso can expect exceptional service paired with a fair, competitive fee arrangement that allows us to deliver continuous value throughout our relationship.

Salas, Paula

From: Lewis, Anne <Anne.Lewis@bakertilly.com>
Sent: Tuesday, October 31, 2023 11:32 AM

To: Salas, Paula

Cc: Easter, Rhonda N.; Larsen, Sunny

Subject: RE: Clarification - 2024-0113R Executive Recruiting Services

You don't often get email from anne.lewis@bakertilly.com. Learn why this is important

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to **SpamReport@elpasotexas.gov**.

Paula,

The contract was signed on January 24, 2022, with the final bill issued on August 22, 2022. Please let me know if you need anything else.

Kind regards, Anne

Anne Lewis Managing Director



Baker Tilly US, LLP T: +1 (703) 923 8214

Baker Tilly US, LLP, trading as Baker Tilly, is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities.

From: Salas, Paula <SalasPX@elpasotexas.gov> Sent: Tuesday, October 31, 2023 12:11 PM

To: Lewis, Anne <Anne.Lewis@bakertilly.com>; Larsen, Sunny <Sunny.Larsen@bakertilly.com>

Cc: Easter, Rhonda N. < Easter RN@elpasotexas.gov>

Subject: Clarification - 2024-0113R Executive Recruiting Services

Importance: High

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

Hope this email finds you well. I have one comparable contract for the above referenced solicitation with incomplete performance period:

Contract ID and Name: Executive recruitment - El Paso County, TX

Client Name: El Paso County, TX

Contract Administrator: Betsey C. Keller, ICMA-CM, SPHR, Chief Administrator

Address: 500 E. San Antonio, Ste 302, El Paso, TX 79901

Phone Number: (915) 546 2215

Email Address: bkeller@epcounty.com

Performance Period: From: 2022 to 2022 (within the past §

Please provide the month, day and year for this contract as soon as possible.

Thank you



Paula Salas

Purchasing Agent

City of El Paso | Purchasing & Strategic Sourcing Department

300 N. Campbell | El Paso, TX 79901

salaspx@elpasotexas.gov

P (915) 212-0043 | Mobile (915) 262-9901





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Experience – Comparable Contract Form - 1

2024-0113R Executive Recruiting Services (Re-Bid)

Contract ID and Name: Executive search - City of Corpus Christi, TX					
Client Name: City of Corpus	Client Name: City of Corpus Christi, Texas				
Contract Administrator: Eyvo	on McHaney, Hum	nan Resources	Director		
Address: 1201 Leop	ard Street, 2nd Fl	oor, Corpus Ch	risti, TX 78401		
Phone Number:	(361) 826 3979				
Email Address:	eyvonmc@cctexas	s.com			
Performance Period: From:_	<u>2021</u> to	2023	(within the past 5 ye	ears)	
Contract Details: Refer to Fac make this contract comparab this factor.		-			
We completed executive sea	rches for the follow	ing poisitions:			
Director of Intergovernmental Affairs (2023) City Auditor (2023) Director of Community Health (2022 Assistant Information Technology Director (2022) Assistant City Manager (2021) Chief Operating Officer Utilities (2021)					
Project Budget: \$26,950					
The recruitment services provided are consistent with a full-service recruitment as described in this proposal.					
Demonstrating successful relationships with similar clients, Baker Tilly Directors Art Davis and Dr. Edward Williams (based in Texas) will be the designated project leaders on assigned recruitments. We encourage you to connect with this client to learn more about the value of their relationship with Baker Tilly and to verify the quality of work Baker Tilly has consistently delivered to each client as part of these recently completed executive recruitment projects. Each client will offer a unique perspective as you consider your own needs.					

Bidder's Name: Baker Tilly US, LLP

Experience – Comparable Contract Form - 2

2024-0113R Executive Recruiting Services (Re-Bid)

Contract ID and Name: Executive recruitment - City of Kansas City, Missouri				
Client Name: City of Kansas	s City, Missou	ri		
Contract Administrator: Quin	ton Lucas, Ma	ayor Teri Casey, E	Director of Human Resources	
Address: 414 East 1	2th Street, Ka	nsas City, MO 641	06	
Phone Number:	Phone Number: (816) 679 1662 (816) 513 1910			
Email Address:	quinton.lucas(@kcmo.org teri.case	ey@kcmo.org	
Performance Period: From:_	2023	_to 2021	(within the past 5 years)	
	le in scope. No	details or lack of det	cope. Enter all appropriate details the tails will be reflected in the score give	
City Architect (2023) Chief Equity Officer (2022 City Manager (2021) Deputy Director of Health (202	21)			
The recruitment services prov	ided are consis	stent with a full-servic	ce recruitment as described in this F	Proposal.
Project Budget: \$27,500				
Demonstrating successful relationships with similar clients, Baker Tilly Directors Art Davis and Dr. Edward Williams (based in Texas) will be the designated project leaders on assigned recruitments. We encourage you to connect with this client to learn more about the value of their relationship with Baker Tilly and to verify the quality of work Baker Tilly has consistently delivered to each client as part of these recently completed executive recruitment projects. Each client will offer a unique perspective as you consider your own needs.				

Bidder's Name: Baker Tilly US, LLP

415

Experience – Comparable Contract Form - 3

2024-0113R Executive Recruiting Services (Re-Bid)

Contract ID and Name: Executive recruitment - El Paso County, TX

Client Name: El Paso County, TX

Contract Administrator: Betsey C. Keller, ICMA-CM, SPHR, Chief Administrator

Address: 500 E. San Antonio, Ste 302, El Paso, TX 79901

Phone Number: (915) 546 2215

Email Address: bkeller@epcounty.com

Performance Period: From: 2022 to 2022 (within the past 5 years)

Contract Details: Refer to Factor B for elements comparable in scope. Enter all appropriate details that will make this contract comparable in scope. No details or lack of details will be reflected in the score given to this factor.

We completed to following rec

Chief Human Resources Office

The recruitment services provi recruitment as described in thi

Project Budget: \$26,950

Demonstrating successful rela Williams (based in Texas) will We encourage you to connect Baker Tilly and to verify the qu these recently completed exect consider your own needs.

DO NOT EVALUATE
THIS COMPARABLE
CONTRACT. DOES
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REQUIREMENT.

sistent with a full-service

Directors Art Davis and Dr. Edward signed recruitments. value of their relationship with delivered to each client as part of

rill offer a unique perspective as you

Bidder's Name: Baker Tilly US, LLP



Factor D: Proposal for executive recruiting services

Factor D: Proposal for executive recruiting services

Our relationship-driven approach is led by an engagement team that delivers a cost-effective, quality engagement for El Paso. We will deliver executive recruitment solutions that address the CoEP's underlying complexities and your unique opportunities.

Understanding your needs to help achieve your objectives and mission

We understand the City of El Paso is looking for timely, effective, efficient, responsive, well-managed and thorough search processes to recruit and retain a skilled and diverse workforce.

Baker Tilly public sector executive recruiters will collaborate with you or your designated staff to understand the traits, attributes, capabilities and overall qualifications that are most important to your organization for this recruitment. The information we gather helps us customize colorful and informative marketing, recruitment and outreach strategies, and materials that present the City of El Paso as a well-managed, award-winning, municipal organization that is committed to delivering exceptional services, supporting a high quality of life, commitment to community embodied by the community's relentless spirit of "El Paso Strong" mantra, proactive and supportive workforce environment, and empowering the organization to take care of the community through continuous improvement, service delivery quality and efficiencies, effectiveness, and support for a high quality of life and place. Additionally, we highlight that EPTX is a welcoming, diverse, and vibrant city with a strong job market, based on its location for trade and transportation, rich history, thriving arts and culture scene, a strong economy driven by international trade and the military presence at Fort Bliss, beautiful desert landscapes, easy access to hiking, camping, and other outdoor activities, warm climate, and friendly people.

We recognize there is significant competition for experienced local government managers, leaders and executives today. For this reason, we collaborate with you to develop recruitment strategies that include an aggressive marketing, recruiting and candidate outreach campaign. Successful recruitment often depends upon reaching successful executives who may not necessarily be searching for new employment opportunities or waiting for the right opportunity. Thus, we use our existing resources, successful methods and approaches to inform and encourage qualified professionals to consider and apply for opportunities such as those you may have in your organization. We believe these efforts are essential to ensuring that the CoEP receives and can select from many qualified candidates.

Baker Tilly manages and tracks applicant information and provides regular communication, updating the applicants on the status of each recruitment. Our communications are always professional and respectful.

We take pride in our ability to provide the CoEP with comprehensive details and information about each candidate we present, expanding beyond applications, cover letters, and resumes to understand better, compare and contrast individual professional experience, leadership traits and the management style they would bring to your organization. Furthermore, we explore and attempt to understand their motivation for pursuing each career opportunity. We also can provide you with a fully customized interview process to include suggested questions, interview day scheduling and planning as you deem necessary or appropriate. Additionally, the lead consultant is available to you or your designee before, during and after each interview session and can facilitate your deliberations, employment offer, and negotiations with the individual you select as a finalist.

Our highly regarded executive recruitment process

State and local government clients like the City of El Paso are central to our executive recruitment practice, and we apply experience-based insight to help fill your recruitment needs. The following table details how we plan to address your needs in a valuable way.

TASKS AND PERSONNEL REQUIRED TO ACCOMPLISH THE SCOPE OF WORK					
Task 1: Kickoff, marketing, recruitment and outreach					
Project milestone Deliverables		Staff	Timeline		
Position profile and recruitment brochure development	 Baker Tilly meets with the City of El Paso to receive information regarding the City's budgets, organizational charts, images, logos, etc. Develop draft documents (recruitment brochure, advertisement, marketing letter and timeline) 	Director and manager	2 weeks		
Approve brochure, begin advertising and distribute marketing letter	 Brochure sent to the City of El Paso for final approval Begin advertising and distribution of recruitment brochure 	Manager	2 weeks		
Task 2: Execution	of recruitment strategy and identification of qu	ality candidate	es		
Project milestone	Deliverables	Staff	Timeline		
Execution of recruitment strategy and candidate outreach	 Online data collection and profile development Development of an interactive, searchable applicant database for each recruitment Baker Tilly performs direct outreach to prospective candidates identified in the recruitment strategy Utilization of an extensive applicant database to identify applications and review the applicant pool for competencies/demographics 	Director, manager and recruitment analyst	4-5 weeks		
Task 3: Scree	ning of applicants and recommendation of sem	ni-finalists			
Project milestone	Deliverables	Staff	Timeline		
Applicant screening and recommendation of semi-finalists	 Baker Tilly compares applications to the approved candidate profile developed in our searchable applicant database Most promising applicants are asked to complete candidate questionnaires and provide due diligence information Media, internet and social media scan for information pertinent to future employment Telephone screening interviews are completed Top candidates identified as semi-finalists 	Director, manager and recruitment analyst	2-3 weeks		

TASKS AND PERSONNEL REQUIRED TO ACCOMPLISH THE SCOPE OF WORK				
	 Semi-Finalist Report is prepared, including the brochure, applicant list, cover letter and resume of candidates to be considered Baker Tilly and the City Council or designee review video interviews, if selected to use Project team leader meets with the City Council or designee to review recommended semi-finalists City Council or designee selects finalists for on-site interviews Finalists complete candidate management style assessment, responses are reviewed, and interview questions are developed 			
Task 4: Conducting b	ackground checks, reference checks and acad	emic verification	ons	
Project milestone	Deliverables	Staff	Timeline	
Design final process with the City for on-site interviews with finalists	 Baker Tilly confirms interviews with candidates 	Director	1-2 days	
Background checks, reference checks and academic verifications	 Baker Tilly completes background records checks, reference checks and academic verifications of finalists 	Recruitment analyst	2-3 weeks	
	Task 5: Final interview process			
Project milestone	Deliverables	Staff	Timeline	
Final Report prepared and delivered to the City	 Final Report is prepared, including brochure, schedule, cover letter, resume, candidate questionnaire, suggested interview questions, candidate assessment form and management style probing questions 	Recruitment analyst	1 day	
	Interviews are scheduled			
On-site interviews with finalists	 Recruitment project team leader attends client interviews and is available to participate during deliberations of candidates if requested 	Director	1-2 days	
Offer made/accepted	 If requested, Baker Tilly participates in candidate employment agreement negotiations Baker Tilly notifies candidates of the decision Baker Tilly confirms the final process; closeout items with the City of El Paso 	Director	1-2 days	

THERE ARE NUMEROUS BENEFITS TO UTILIZING BAKER TILLY FOR YOUR RECRUITMENT NEEDS

We strive to distinguish ourselves from peer organizations.

Why Baker Tilly is ideally suited to serve El Paso

Baker Tilly has distinguished itself from public sector executive recruitment peers in many ways. What makes Baker Tilly different from other firms? **Our executive recruitment solution truly begins with your needs**. The City of El Paso deserves to collaborate with a provider that goes beyond checking your recruitment boxes through proactive, responsive insights, a tailored approach and communication. We encourage you to consider how the unique combination of our qualifications makes us the right fit to serve the CoEP — today and for years to come.

WHAT WE UNDERSTAND THE COEP NEEDS	HOW WE WILL DELIVER
	 Comprehensive and seamless process refined by years of interaction with local government, not-for-profit employers, and prospective candidates.
Carefully structured process supported by technology	 Leverage the search process with technology tools, including a video interview system, management/leadership style assessment analysis and online application platform.
by technology	 Efficient management of candidate information and providing the CoEP with unique information about each candidate's leadership and management style and ability to respond extemporaneously to video questions.
Public sector recruiting	 Experienced executive recruitment professionals passionate about local government since all have spent a significant part of their professional careers in senior leadership positions for cities, counties and school districts.
specialization and experience	 Successfully recruited more than 1,700 executive-level positions within cities, counties, school districts and public and not-for-profit organizations since 2000.
Thorough candidate	 Active recruitment of qualified candidates, drawing from our extensive personal and professional connections with capable individuals, assuring the CoEP of its access to established managers and rising stars.
evaluation	 Thorough evaluation of the final candidates, including detailed information from references and a careful review of background records to ensure sound professional and personal character.
Diversity in	 Committed to diversity in executive recruitment as a reflection of our broader social aspirations for a diverse workforce, equal opportunity and cross-cultural respect.
executive recruitment	 Ensure diversity is a focus of our recruitment strategy and candidate pools through involvement with the National Forum for Black Public Administrators (NFBPA) and their Corporate Advisory Council, the Local Government Hispanic Network and other organizations.
Delivering value for	 Full-service engagement includes advertising, preparation of a recruitment brochure, background, reference and academic verification checks and up to three on-site visits.
the CoEP's budget	 Work closely to meet the CoEP's needs and any unexpected circumstances that may arise during your recruitment to expedite the recruitment, but not at the expense of finding high-quality candidates.

WHAT WE UNDERSTAND THE COEP NEEDS	HOW WE WILL DELIVER
Triple Guarantee	 Focus on assisting with your executive recruitment until you make an appointment. Guarantee your executive recruitment for 12 months against termination or resignation for any reason — or we will come back to fill the position for no additional professional fee. Commitment not to directly solicit any candidates selected under this contract for another position while employed with your organization.
Transparency and confidentiality	 No preconceived notions or expectations about the CoEP and prospective candidates. Work closely with the CoEP to make sure the process is transparent. Ensure applications are kept confidential, where permitted by state and local laws, to ensure candidates can express interest without jeopardizing current employment to maximize the number of qualified applicants.
Keeping the CoEP involved and minimizing disruption	 Comprehensive process incorporates the active participation of the CoEP and appointing authorities at key steps in the process. Keep decision-makers fully advised and informed of all aspects of the process without requiring them to expend substantial time or put aside other pressing issues. CoEP staff can focus on their primary and assigned functions while Baker Tilly manages the search process.

BAKER TILLY DIFFERENTIATES ITSELF FROM OTHER EXECUTIVE RECRUITMENT FIRMS EI Paso will benefit from our understanding of best practices within the executive recruitment space.

The Baker Tilly executive recruitment process

Task 1: Kickoff, marketing, recruitment and outreach

Developing a comprehensive recruitment brochure that includes a profile of the ideal candidate is an essential first step in your recruitment process. This profile includes the required academic training, professional experience, leadership, management and personal characteristics related to the candidate's success in each executive position. Each recruitment brochure will also include a profile that captures the essence of the City of El Paso as a highly attractive venue for the successful candidate to live and work.

Your recruitment will be national and inclusive in nature, as we pursue a candidate pool of diverse, experienced and talented individuals.

To prepare the recruitment brochure, the engagement team leader will meet with the designated city representative and other stakeholders to discuss the required background, professional experience, and management and leadership characteristics for your executive positions. We meet with the assigned City Contract Manager to broaden our understanding of each position's leadership and management requirements, current issues, your strategic priorities and expectations for the executive.

Information from these meetings and our review of the job description and other CoEP documents is used to prepare a position and candidate profile. The CoEP will approve the completed profile before recruitment begins. The position and candidate profile will be central to our recruitment strategy and outreach to potential candidates. [See example of a recruitment brochure in **Appendix A**.]

The project team will also work with the designated city representative to develop an advertising and marketing strategy to notify potential candidates about each vacancy and conduct open recruitments that encourage applications from a talented and diverse pool of candidates.

If required, our team will place ads in relevant professional publications, websites and local print media and coordinate with City Contract Manager to include information about the search on the CoEP's social media platforms. Baker Tilly also has a high-traffic website with an exclusive location dedicated to encouraging potential candidates to upload their resumes. The aggressive advertising and marketing campaign for top talent will consist of national, state, regional and local elements, or worldwide, if necessary, as determined during our initial meetings with the CoEP's designated representatives. Our customized mailing list, selected from our extensive database and contacts collected at appropriate public-sector conferences, will be utilized to promote each executive position further.

Task 2: Execution of recruitment strategy and identification of quality candidates

Utilizing the information developed in Task 1, Baker Tilly will identify and reach out to individuals who will be outstanding candidates for each executive position. Often, well-qualified candidates are not actively seeking new employment and will not necessarily respond to an advertisement. However, potential candidates presented with an opportunity directly and in the proper manner may apply. We take pride in locating highly qualified candidates nationwide based on the professional contacts and relationships we have developed and maintained over many years.

These efforts will be supplemented by creating a customized database utilizing our extensive, interactive applicant database for each executive position. This will allow the Baker Tilly team to customize applicant flow and tracking, communicate with applicants and conduct database inquiries for candidates based on characteristics important to the CoEP, such as geographic location, particular experience, expertise and credentials.

While recruitment is underway, the engagement team will work with up to 10 subject matter specialists (SMS) who know what successful performance in the specific executive position looks like to reach a consensus on the ideal candidate's desired leadership and management style. We ask the SMS to complete a 30-minute online questionnaire. When aggregated, these responses generate a benchmark that prioritizes the key competencies, work values and leadership and management style attributes for each position, creating a framework for assessing candidate fit with the CoEP. Later in the process, finalists are asked to complete a companion questionnaire that allows us to match candidates' competencies, work values and leadership/management style to the benchmark. [See sample excerpt of TTI report in the **Appendix B**.]

Each candidate submitting a resume is sent a timely acknowledgment by our team, including an approximate schedule for the recruitment. Throughout each recruitment, communications are maintained with each candidate regarding information about the recruitment progress and their status in the process. We take pride in the many complimentary comments made by candidates regarding the level of communication and professionalism with which they are treated during our recruitments.

Task 3: Screening of applicants and recommendation of semi-finalists

During Task 3, the project team screens each application and compares qualifications (education, experience, etc.) and responses to our customized supplemental questions to determine an overall match to your desired profile. We will then narrow the list to 8 to 12 semifinalists for Human Resources to review and select four or five finalists (often including an alternate) or the number of individuals you would like to interview and consider. The finalists will be selected based on written questionnaires, early due diligence information, consultant phone interviews, and recorded and one-way video interviews.

Another unique aspect of our recruitment process is using a web-based one-way video interview. Each finalist has limited time to answer each question, which each applicant sees for the first time when the interview begins. We do not provide questions in advance. Each finalist then has 30 seconds to start

responding and up to three minutes to respond to each of about three questions. This tool allows our team to understand better each candidate's ability to "think quickly." The one-way videos also allow us to evaluate the professional demeanor of each applicant. Our team will provide the CoEP's Human Resources, designated City representatives and any other designees with a link to review.

You will have access to our Applicant List, which will provide pertinent data for each applicant.

Task 4: Conducting background checks, reference checks and academic verifications

Once the CoEP Human Resources has identified a list of "finalists," Baker Tilly begins conducting reference checks, background records checks and academic verifications. We then prepare a Confidential Reference Report to complete our research and understanding of each applicant's qualifications, management style, leadership traits or characteristics and professional work performance.

BACKGROUND CHECKS WILL INCLUDE INFORMATION FROM THE FOLLOWING AREAS:			
Consumer credit	Bankruptcy		
City/county – criminal	State district Superior Court – criminal		
City/county – civil litigation	State district Superior Court – civil litigation		
Judgment/tax lien	Federal district - criminal		
Motor vehicle driving record	Federal district – civil litigation		
Educational verification	Sex offender registry		

REFERENCE CHECKS, BACKGROUND RECORDS CHECKS AND ACADEMIC VERIFICATIONS

El Paso will receive a report that thoroughly verifies each finalist's background.

To ensure the overall quality standards of our process, we require a minimum of 10-15 business days between the time you identify finalists for interviews and the time we can provide you with our Final Report.

Task 5: Final interview process

Upon completing Task 4, we will work with the CoEP's designated representative and staff to develop the final interview process. We customize each process according to your needs, desired outcomes, position functions, preferences and directives. This may include steps that are important to you, our client. As such, the final interview process may consist of assisting in coordinating travel arrangement for final candidates, meetings with the department heads and the opportunity for a meet and greet with community members and individual tours of the CoEP. We work with your organization to adjust all aspects of our process as you deem necessary and appropriate.

Before the interviews, we provide documentation on each finalist, highlighting leadership and management profile (Gap Analysis) and a summary of our comprehensive/customized reference checks, background report checks and academic verifications. In addition, the Final Report will include guidelines for interviewing the candidates, suggested interview questions and a candidate assessment process for your interview panel(s).

The engagement team leader will be available during the final interview process to answer questions about the candidates and, if requested, assist with the final evaluation of the candidates. If asked, we will help the Human Resources Department develop a compensation package and related employment considerations and negotiate an employment agreement.

Providing optional post-placement activities

A successful executive search creates an opportunity to solidify the leadership bond between El Paso's officials and new employees. We offer the following fee-based supplementary services to encourage growth and positive change.

SUPPLEMENTARY POST-PLACEMENT SERVICES					
Six-month check-in	A facilitated session allows the new executives and the CoEP to discuss progress, goals and vision. It is usually structured as a half-day session and can form the basis for future performance evaluations.				
Executive coaching	Coaching can help improve communication, leadership, prioritization and other skills needed for peak performance. It also provides professional and personal counsel to a new manager.				
Performance evaluation plan	An annual performance review process led by a third-party facilitator ensures valuable feedback, constructive dialogue and agreement on priorities. It can also strengthen the city/employee relationship.				
Management system review	A structured review of the organization's management system identifies ways to increase efficiency and effectiveness. It is especially helpful for new leaders because it provides an objective agenda for improvement.				

We are happy to discuss these services with you and prepare a proposal for any desired services.

Recruiting a diverse candidate pool for the City of El Paso

Baker Tilly's recruiting strategy for El Paso reflects our firm's core values and commitment to diversity, inclusion, belonging and societal impact. Our work begins long before we start collaborating with you to find the right candidate for each executive position. We cultivate relationships with diverse networks of leaders who can bring new perspectives and experiences to the role.

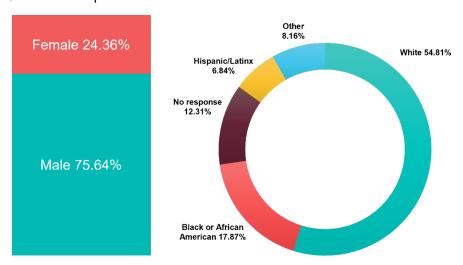
Our firm is a corporate member of the National Forum for Black Public Administrators (NFBPA) and the Local Government Hispanic Network. We serve on NFBPA's National Corporate Advisory Council and regularly participate in its membership events. As in every recruitment, we will call on our established networks to find candidates from a wide range of backgrounds, including those traditionally underrepresented in public sector hiring, and encourage them to consider El Paso's vacancies. Based on our performance record, prospective candidates trust that the Baker Tilly executive recruitment team will fairly consider each application based on their qualifications and the established profile.

Baker Tilly is committed to ensuring equitable participation in our business and employment opportunities without regard to race, color, religion, sex, national origin, age, disability, veteran status, marital status, sexual orientation or any other legally protected status. As a leader in the executive recruitment industry, we take positive actions to prevent and remedy any discriminatory effects of business and employment practices.

Recruiting for diversity requires intentional and proactive efforts. These include:

- Advertising job postings that are inclusive and free from bias, using gender-neutral language and avoiding language that could discourage some populations from applying
- Reaching out to a wide range of communities and organizations and using various recruiting channels to help expand the slate of candidates
- Providing a welcoming and inclusive workplace culture within your city to attract and retain diverse talent

This past year, 88% of our applicants provided their race, and 87% shared their gender during the recruiting process. We saw a 1.97% increase in the number of Hispanic/Latinx applicants we presented to clients and a 2.28% increase in female applicants over the same timeframe in 2021. The demographic breakdown of 704 candidates presented was as follows:



DIVERSITY IN RECRUITMENT

As evidenced by positive trends in our applicant diversity data, we are committed to broadening the candidate pool for your positions by reaching out to a wide range of communities, organizations and prospective candidates.

Triple Guarantee

We define the success of a smooth, seamless, effective and responsive executive recruitment that culminates with hiring a highly qualified executives who match the profiles we develop to this end. We further define success by identifying and presenting a sufficient number of well-qualified applicants for the CoEP to interview.

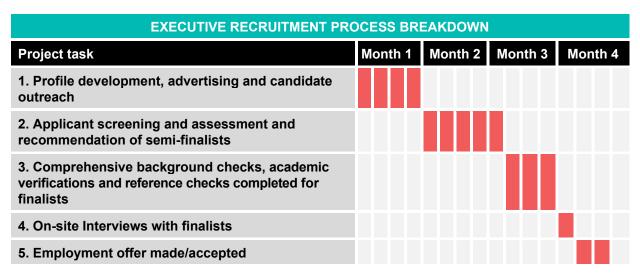
While we believe in the overall success of our process, we also recognize that unusual circumstances will invariably emerge. This is why we offer a trifold, industry-leading triple guarantee.

- 1. First, we commit to conducting your recruitment until you have selected a finalist and made an appointment for the fees and tasks quoted in this proposal. If you cannot reach an employment agreement with one of the individuals presented as finalists, Baker Tilly will identify and present a second supplemental group of qualified applicants to consider until you select a finalist.
- 2. Second, we guarantee your executive recruitment for 12 months against separation (voluntary or involuntary), which means that if you end the employment relationship (with or without cause) or the finalist resigns (for any reason) we will repeat the executive search at no additional professional fee but will include project-related expenses. Please note that candidates appointed from within your organization do not qualify for this guarantee. Furthermore, this guarantee is subject to further limitations and restrictions of your state laws.

3. Baker Tilly will not directly solicit any candidate selected under this agreement for any other position while the candidate remains in your employment.

Co-developing a timeline to meet El Paso's deadlines

A typical timeline is 100-120 days from project kickoff to extending an offer of employment. The Baker Tilly project team leader will discuss your anticipated or desired timeline during the initial kickoff meeting. We intend to conduct your recruitment expeditiously, but not at the expense of finding qualified applicants to present to you. For this proposal, target dates are to be determined. Once you approve, and based on mutual agreement, we will provide actual dates in our service agreement. The following is an example of a timeline for an executive recruitment process.



COMMITMENT TO SUCCESSFULLY DELIVER RECRUITMENT SERVICES TO MEET YOUR REQUIREMENTS

El Paso's time is valuable. We will co-develop a timeline to provide the CoEP's executive recruitment services on time.

Offering our resources: Baker Tilly at a glance

Baker Tilly has the reputation, resources and reach to address the challenges you face as a public sector organization — both now and in the future.

We dedicate ourselves to delivering efficiency, quality, creativity, innovation and forward-thinking solutions to public sector clients. Baker Tilly is passionate about enhancing and protecting our clients' impact, which is a collective effort by everyone across our firm. **Our public sector team maintains a separate practice group of approximately 350 team members devoted to serving clients like you**. The City of El Paso will receive an exceptional executive recruitment experience. Below are some key facts about our firm.



COMPREHENSIVE EXPERIENCE TO SERVE YOU

El Paso will receive support and guidance from a respected firm that continues to grow.

Celebrating more than 90 years serving our valued clients

As a future-looking firm, we celebrate more than 90 years in the marketplace by honoring our roots and continuing to shape our future. We embrace the fact that business can't stand still — and we won't stand still. As we help our clients identify new needs and opportunities, we innovate and change to work better.



Our roots took hold in 1931 in Waterloo, Wisconsin, where we began as a public accounting firm specializing in canning factory audits. Since that time, we have grown with more than 40 different business combinations, each with its own rich history, expanding our presence coast to coast and globally and expanding our scope across industries, services and areas of expertise. One thing has not changed over time: **our shared passion for enhancing and protecting our clients' value.**

As we reimagine our lasting impact, we remain grounded in our timeless core values. Through dedication, creativity and adaptability, Baker Tilly will become more connected to our clients, our people, our communities and our profession.

Public sector specialization

Baker Tilly has served local governments since our establishment more than 90 years ago. We are one of the few professional services firms with a state and local government practice dedicated entirely to serving governmental clients.

Unlike many of our contemporaries, Baker Tilly is organized by industry, not service line. What does this mean for El Paso? It means you will be served by a carefully selected team that blends our government-focused professionals with experienced specialists in executive recruitment projects. The CoEP will collaborate with knowledgeable professionals who



understand your challenges and provide innovative solutions to help you overcome them.

State and local government is a complex, unique environment shaped by fiscal, regulatory and operational considerations not found in other industries. State and local governments were among Baker Tilly's first customers. Recognizing this complexity and eager to serve as a true **Value Architect™** to the industry, Baker Tilly formalized its dedicated public sector specialization more than **60** years ago.

More than 350 Baker Tilly professionals — including nearly 30 partners and principals — focus directly on serving state and local governments, providing hundreds of thousands of client service hours annually to the public sector. Our practice serves nearly 4,000 state and local government

entities nationwide, including cities, counties, municipalities, school districts, public utilities and transit organizations. Your team is ready to help you find solutions to the obstacles that stand between you and your goals.



Organizational management and human capital services

	OUR COMBINED SERVICES INCLUDE:						
•	Executive recruitment	•	Process improvement				
•	Executive coaching	•	Strategic and business planning				
•	Executive performance assessment	•	Service sharing and service consolidation				
•	Organization assessments	•	Management services				
•	Organization development	•	Financial planning, budgeting and analysis				
•	Performance management						

MEETING THE CITY OF EL PASO'S HUMAN CAPITAL NEEDS

Baker Tilly provides a full array of organizational management and human capital services designed to meet the unique needs of state and local governments.

Serving the City of El Paso effectively from anywhere

Baker Tilly goes to market by industry and service specialization, so we assign team members based on skill set and geographic location. Each team member selected to serve the CoEP will bring individual strengths that directly benefit your engagement. Based on our understanding of your needs, we can provide the best service by managing our relationship with the CoEP out of our Kansas City, KS and Plano, TX area offices based on a similar experience serving organizations like El Paso.

Your engagement team has the technology tools to support the CoEP in meeting objectives from anywhere. None of this is new to our Baker Tilly professionals. We have led a borderless client service approach for many years and are adept at providing a seamless remote experience for all clients, whether they are down the street or on the other side of the country. Every Baker Tilly professional receives a laptop and remote access credentials to connect to our internal network resources from outside the office.

We leverage Microsoft Teams, our web conferencing software, to host remote meetings. It is almost as good as being in the same room and saves everyone time, cost and carbon footprint. This approach has been very successful for similar clients, and we will make sure it is successful for you.

The Baker Tilly executive recruitment team will work closely with the CoEP's designated point of contact to develop methods to complete all aspects of our established search processes using existing technologies and ensure the overall safety of all involved, which may require virtual or telephonic meetings or interviews. Notwithstanding, we will creatively collaborate with your organization to gather and provide you with critical information essential to your hiring decisions.



Proactive, ongoing dialogue: Frequent informal conversations, regular status meetings and periodic phone calls as questions arise help us to stay current with your needs and avoid last-minute surprises. As the engagement progresses, we will share findings, ideas and suggestions..



Accessibility and responsiveness, with access to a local office: Responsiveness is at the heart of our relationship, and your team members are committed to responding to most engagement requests within one business day.



Leveraging technology: Baker Tilly invests in innovation and technology tools to support real-time communication – both internally among Baker Tilly team members and with you as our client. Collaboration software tools such as Microsoft Teams allow for remote check-ins and the ability to work together anywhere, anytime and on any device.

Providing similar services to clients

Below is a list of relevant public sector executive recruitments delivered by the Baker Tilly team over the past eight years.

YEAR	ENTITY NAME	STA TE	POSITION	POP.
Current	Albemarle County	VA	Economic Development Director (partial)	112,040
Current	Ann Arbor	MI	Police Chief	123,851
Current	Black Hawk County	IA	Public Health Director	132,408
Current	Cleveland County	NC	Finance Director	99,520
Current	Corpus Christi	TX	City Architect	323,733
Current	Corpus Christi	TX	Director of Animal Care Services	323,733
Current	Delaware County	PA	County Executive	564,751
Current	El Paso	TX	Health Director	678,815
Current	Elgin	IL	Corporate Counsel	114,797
Current	Gainesville	FL	City Auditor	133,997
Current	Midland	MI	Fiscal Services Director	132,520
Current	Minneapolis	MN	City Operations Officer	429,954
Current	Montgomery County	MD	Deputy Director for Transportation Policy	1,006,000
Current	Stafford County	VA	Director of Finance	136,788
Current	Stafford County	VA	Director of Planning & Zoning	136,788
2023	Albemarle County	VA	Deputy County Executive	112,040
2023	Albemarle County	VA	Human Resources Director	112,040
2023	Corpus Christi	TX	Director of Intergovernmental Relations	323,733
2023	Delaware County	PA	Chief Personnel Officer	564,751
2023	El Paso	TX	Deputy City Attorney	678,815
2023	El Paso	TX	Director of the Museum of Art	678,815
2023	Elgin	IL	Communications & Engagement Director	114,797
2023	Elgin	IL	Human Resources Director	114,797
2023	Fargo	ND	City Administrator	121,889
2023	Fulton County	GA	Director of Elections	1,064,000
2023	Gainesville Regional Utilities	FL	Energy Delivery Officer	141,085
2023	Grand Rapids	MI	Human Resources Director	202,181
2023	Kane County	IL	Executive Director of Finance	516,052
2023	Kansas City	MO	City Architect	500,000
2023	Knox County	KY	Public Health Officer	478,000
2023	Knox County	KY	Senior Director of Public Health	478,000
2023	Loudoun County	VA	Deputy Director of Human Resources	406,850
2023	Loudoun County	VA	Director of Finance & Procurement	406,850
2023	Loudoun County	VA	Director of Finance & Procurement	406,850
2023	Midland	TX	City Manager	132,520
2023	Minneapolis	MN	Health Commissioner	429,954
2023	Minneapolis	MN	Neighborhood Safety Director	429,954

YEAR	ENTITY NAME	STA TE	POSITION	POP.
2023	Montgomery County	MD	Director of Department of Corrections & Rehab	1,006,000
2023	Oakland	CA	Principal Budget & Management Analyst	440,646
2023	Schaumburg	IL	Human Resources Director	78,723
2023	Stafford County	VA	Economic Development Director	136,788
2023	Union City	CA	Human Resources Director	74,107
2023	Wyoming	MI	City Manager	76,501
2022	Abilene	TX	Human Resources Director	124,156
2022	Abilene	TX	Planning and Development Services Director	124,156
2022	Abilene	TX	Planning and Development Services Director	124,156
2022	Beaumont	TX	City Manager	118,428
2022	Champaign	IL	Police Chief	87,636
2022	Champaign	IL	Public Works Director	87,636
2022	Clay County	MO	County Administrator	249,948
2022	Clearwater	FL	Gas Director	115,159
2022	Cleveland Public Power	ОН	Public Utilities Director	80,000
2022	Cleveland Public Power	ОН	Public Utilities Director	80,000
2022	Corpus Christi	TX	Assistant IT Director	323,733
2022	Corpus Christi	TX	City Auditor	323,733
2022	Corpus Christi	TX	Director of Community Health	323,733
2022	Corpus Christi	TX	Director of Neighborhood Services	323,733
2022	Corpus Christi	TX	Director of Parks & Recreation	323,733
2022	Corpus Christi	TX	Public Works Director	323,733
2022	Dakota County	MN	Director of Enterprise Finance and Information Services	429,021
2022	Dakota County	MN	Director of Enterprise Finance and Information Services	429,021
2022	Denton	TX	City Manager	136,195
2022	Denton	TX	Director of Economic Development	136,195
2022	El Paso County	TX	Chief Human Resources Officer	840,758
2022	Fargo	ND	Finance Director	121,889
2022	Fulton County	GA	Chief Appraiser	1,064,000
2022	Harris County	TX	Development Services & Permits Director	4,700,000
2022	Jefferson County	CO	Information Technology Director	582,910
2022	Kansas City	MO	Chief Equity Officer	488,943
2022	Lawrence	KS	Director, Municipal Services & Operations	96,369
2022	Lawrence	KS	Director, Municipal Services & Operations	96,369
2022	Loudoun County	VA	Deputy Director Department of Mental Health Substance Abuse and Developmental Services	406,850

YEAR	ENTITY NAME	STA TE	POSITION	POP.
2022	Loudoun County	VA	Deputy Director Department of Mental Health Substance Abuse and Developmental Services	406,850
2022	Loudoun County	VA	Deputy Director of Family Services	406,850
2022	Minneapolis	MN	Director of Elections and Voter Services	429,954
2022	Oakland	CA	Deputy City Administrators	440,646
2022	Oakland	CA	Payroll Manager	440,646
2022	Oakland	CA	Payroll Manager	440,646
2022	Oakland	CA	Tax and Revenue Manager	440,646
2022	Overland Park	KS	City Manager	191,278
2022	Pasadena	CA	Interim Library Director	138,699
2022	Port St. Lucie	FL	Treasurer	189,396
2022	Pueblo	CO	Finance Director	110,841
2022	Racine	WI	Wastewater Utility Director	77,432
2022	Racine	WI	Water Utility Director	77,432
2022	Rock Region METRO	AR	Chief Executive Officer	800,000
2022	Rock Region METRO	AR	Chief Executive Officer	800,000
2022	Stafford County	VA	County Administrator	136,788
2022	Stafford County	VA	Deputy County Administrator	136,788
2022	Stafford County	VA	Executive Director, Rappahannock Regional Landfill	136,788
2022	Stafford County	VA	Executive Director, Rappahannock Regional Landfill	136,788
2022	Sugar Land	TX	Police Chief	111,026
2022	Sumter County	FL	Development Services Director	132,420
2022	Westminster	CO	City Manager	116,317
2021	Alameda	CA	Controller	78,522
2021	Alameda	CA	Deputy Public Works Director	78,522
2021	Clearwater	FL	City Attorney	115,159
2021	Clearwater	FL	City Manager	115,159
2021	Corpus Christi	TX	Assistant City Manager	323,733
2021	Corpus Christi	TX	Chief Operations Officer-Utilities	323,733
2021	Dakota County	MN	Director of Operations and Management	429,021
2021	Fontana	CA	Finance Director	217,237
2021	Grand Rapids	MI	Deputy City Manager (limited)	192,294
2021	Greeley	CO	City Manager	105,888
2021	Hampton Roads Sanitation District	VA	General Manager	1,900,000
2021	Hampton Roads Sanitation District	VA	General Manager	1,900,000
2021	Independence	МО	Purchasing Manager	117,306
2021	Lancaster County	SC	County Administrator	80,458
2021	Monterey County	CA	Assistant Director of Public Works	434,061

YEAR	ENTITY NAME	STA	POSITION	POP.
		TE		
2021	Murfreesboro	TN	City Recorder	136,366
2021	North Texas Municipal Water District	TX	Executive Director/General Manager	2,000,000
2021	North Texas Municipal Water District	TX	Executive Director/General Manager	2,000,000
2021	Orange County	NC	Emergency Services Director	140,352
2021	Racine	WI	Police Chief	77,432
2021	San Antonio	TX	Chief Housing Officer	1,430,000
2021	Stafford County	VA	Central Procurement Division Director	136,788
2020	Baytown	TX	Director of Planning & Development Services	83,700
2020	Baytown	TX	Director of Planning & Development Services	83,700
2020	Bellevue	WA	Parks and Recreation Director	151,850
2020	Denton	TX	Municipal Court Judge	136,195
2020	Fort Collins	CO	Chief Judge	167,830
2020	Fulton County	GA	Clerk of the Commission	1,064,000
2020	Gainesville	FL	City Auditor	132,249
2020	Kansas City	MO	City Manager	488,943
2020	Lancaster County	SC	Director of Development Services	80,458
2020	Matanuska-Susitna Borough	AK	Borough Manager	108,317
2020	Minneapolis	MN	Chief Information Officer	400,070
2020	Missouri City	TX	City Manager	74,705
2020	Orange County	NC	Director of Asset Management	140,352
2020	Orange County	NC	Director of Housing and Human Rights	140,352
2020	Orange County	NC	Director of Housing and Human Rights	140,352
2020	Rochester	MN	City Administrator	114,011
2020	Silicon Valley Clean Energy JPA	CA	Chief Financial Officer/Director of Administrative Services	3,100,000
2020	Silicon Valley Clean Energy JPA	CA	Chief Financial Officer/Director of Administrative Services	3,100,000
2020	Silicon Valley Clean Energy JPA	CA	Chief Financial Officer/Director of Administrative Services	3,100,000
2020	St. Joseph	MO	City Manager	74,959
2019	Cedar Rapids	IA	Fire Chief	132,228
2019	Cincinnati Metropolitan Housing Authority	ОН	Director of Revenue	301,301
2019	Cincinnati Metropolitan Housing Authority	ОН	Director of Revenue	301,301
2019	Commonwealth of Virginia	VA	Chief Operating Officer	8,326,000
2019	Commonwealth of Virginia	VA	Deputy Commissioner of Human Services	8,326,000
2019	Commonwealth of Virginia	VA	Physician Manager I 8,326,0	

YEAR	ENTITY NAME	STA TE	POSITION	POP.
2019	Dallas Area Rapid Transit Authority	TX	Enterprise Business Intelligence Platform Leader	1,258,000
2019	Dallas Area Rapid Transit Authority	TX	Enterprise Business Intelligence Platform Leader	1,258,000
2019	Hanover County	VA	County Attorney	105,923
2019	Independence	MO	Chief Human Resources Officer	117,306
2019	Independence	MO	Utility Chief Financial Officer	117,306
2019	Independence	MO	Utility Chief Financial Officer	117,306
2019	Lake County	IL	Director of Facilities and Construction	703,910
2019	Los Angeles	CA	City Planning Deputy Director	3,990,000
2019	Los Angeles	CA	Zoo Director	3,990,000
2019	Manatee County	FL	Human Resources Director	342,106
2019	Metropolitan Council	MN	Chief of Metro Transit Police	2,980,000
2019	Metropolitan Council	MN	Chief of Metro Transit Police	2,980,000
2019	Minneapolis	MN	Total Compensation Manager	400,070
2019	Norfolk	VA	Fire Chief	246,393
2019	Norman	OK	City Manager	122,843
2019	Oakland	CA	Fire Marshal	429,082
2019	Olathe	KS	Internal City Auditor	131,885
2019	Overland Park	KS	Chief Information Officer	191,278
2019	Roanoke	VA	Director of Economic Development	99,837
2019	Santa Fe	NM	City Manager	83,776
2019	Scottsdale	AZ	City Attorney	249,950
2019	Stafford County	VA	Chief Financial Officer	136,788
2019	Stafford County	VA	Landfill Director	136,788
2019	Stafford County	VA	Zoning Administrator	136,788
2019	Wright County	MN	Information Technology Director	131,311
2018	Asheville	NC	City Attorney	89,121
2018	Asheville	NC	City Manager	89,121
2018	Avondale	AZ	City Manager	89,330
2018	Avondale	AZ	Director of Finance and Budget	89,330
2018	Billings	MT	City Administrator	110,323
2018	Brooklyn Park	MN	Fire Chief	79,707
2018	Commonwealth of Virginia	VA	Chief Government Affairs Officer	8,326,000
2018	Commonwealth of Virginia	VA	Dept of ABC Chief Enforcement & Regulatory Services Officer (CERS)	8,326,000
2018	Commonwealth of Virginia	VA	Human Resources Director	8,326,000
2018	Dallas	TX	City Secretary	1,258,000
2018	Denton	TX	City Attorney	136,195
2018	El Paso	TX	City Attorney	674,433
2018	El Paso Metropolitan Planning Organization	TX	Executive Director	674,433

YEAR	ENTITY NAME	STA TE	POSITION	POP.
2018	El Paso Metropolitan Planning Organization	TX	Executive Director	674,433
2018	Grand Rapids	MI	City Manager	192,294
2018	Hayward Area Recreation & Park District	CA	Finance Manager	162,954
2018	Hayward Area Recreation & Park District	CA	Finance Manager	162,954
2018	Hayward Area Recreation & Park District	CA	Human Resources Manager	162,954
2018	Hayward Area Recreation & Park District	CA	Human Resources Manager	162,954
2018	James City County	VA	County Administrator	73,147
2018	Lake County	FL	Office of Human Resources and Risk Management Director	123,996
2018	Lake County	FL	Office of Human Resources and Risk Management Director	123,996
2018	Lake County	FL	Public Works Director	123,996
2018	Lake Sumter Metropolitan Planning Organization	FL	Executive Director	123,996
2018	Lake Sumter Metropolitan Planning Organization	FL	Executive Director	123,996
2018	Lancaster County	SC	Assistant County Administrator	80,458
2018	Mesquite	TX	City Attorney	143,736
2018	Metropolitan Council	MN	Director of Community Development	2,980,000
2018	Metropolitan Council	MN	Director of Equal Opportunity	2,980,000
2018	Metropolitan Council	MN	Director of Internal Audit	2,980,000
2018	Midland	TX	Police Chief	134,610
2018	Palm Beach County	FL	Traffic Director	1,372,000
2018	Pharr	TX	Police Chief	77,320
2018	Pinellas County	FL	County Administrator	929,048
2018	Pinellas County	FL	Total Rewards Manager (limited)	929,048
2018	Raleigh	NC	City Attorney	431,746
2018	Raleigh	NC	Human Resources Director	431,746
2018	Ramsey County	MN	County Manager	538,133
2018	Richmond RHA	VA	Chief Executive Officer	214,114
2018	Richmond RHA	VA	Chief Executive Officer	214,114
2018	Richmond RHA	VA	Chief Executive Officer	214,114
2018	Rochester	MN	Police Chief	114,011
2018	Stafford County	VA	Central Purchasing Division Administrator	136,788
2018	Stafford County	VA	Chief of Fire and EMS	136,788
2018	Stafford County	VA	Economic Development Director	136,788
2018	Stafford County	VA	Public Works Director	136,788
2017	Albemarle County	VA	911 Executive Director	112,040
2017	Albemarle County	VA	County Executive	112,040

YEAR	ENTITY NAME	STA TE	POSITION	POP.
2017	Albemarle County	VA	Economic Development Director	112,040
2017	Albemarle County	VA	Finance Director (partial)	112,040
2017	Allegan County	MI	Executive Director of Finance	112,531
2017	Chesterfield County	VA	Police Chief	327,745
2017	Commonwealth of Virginia	VA	Chief Administrative Officer	8,326,000
2017	Commonwealth of Virginia	VA	Chief Operating Officer	8,326,000
2017	Commonwealth of Virginia	VA	Senior Project Mgr	8,326,000
2017	Commonwealth of Virginia	VA	Transportation Workforce Development Manager	8,326,000
2017	Commonwealth of Virginia	VA	Transportation Workforce Development Manager	8,326,000
2017	Dallas	TX	Managing Director of the Office of Homeless Solutions	1,258,000
2017	Denton	TX	Chief Building Official	136,195
2017	Denton	TX	Chief Procurement Officer/Compliance Director	136,195
2017	Denton	TX	Chief Procurement Officer/Compliance Director	136,195
2017	Denton	TX	City Engineer	136,195
2017	Dona Ana County	NM	Information Technology Director	213,460
2017	Gainesville	FL	Clerk of the Commission	135,591
2017	Hayward Area Recreation & Park District	CA	Director of Capital Planning & Development	162,954
2017	Hayward Area Recreation & Park District	CA	Director of Capital Planning & Development	162,954
2017	Hayward Area Recreation & Park District	CA	Director of Capital Planning & Development	162,954
2017	Hayward Area Recreation & Park District	CA	Project Manager	162,954
2017	Lake County	IL	Chief Information Officer	703,910
2017	Lancaster County	SC	County Engineer	80,458
2017	Madison Metropolitan Sewerage District	WI	Director of Eco System Services	340,000
2017	Madison Metropolitan Sewerage District	WI	Director of Operations and Maintenance	340,000
2017	Manatee County	FL	County Administrator	342,106
2017	Mecklenburg County	NC	Family Services Director	990,977
2017	Minneapolis	MN	Director of Labor Relations	400,070
2017	Norfolk	VA	Chief Marketing Officer	246,139
2017	Norfolk	VA	City Assessor	246,139
2017	Norfolk	VA	Human Resources Director	246,139
2017	Olathe	KS	Planning Director	131,885
2017	Orange County	NC	Director of Housing, Human Rights and Community Development	140,352

VEAD	ENTITY NAME	STA	POSITION	DOD
YEAR	ENTITY NAME	TE		POP.
2017	Orange County	NC	Director of Housing, Human Rights and Community Development	140,352
2017	Orange County	NC	Director of Housing, Human Rights and Community Development	140,352
2017	Orange County	NC	Health Director	140,352
2017	Orange County	NC	Solid Waste Director	140,352
2017	Palm Beach County	FL	Engineer/Public Works Director	1,372,000
2017	Palm Beach County	FL	Engineer/Public Works Director	1,372,000
2017	Potomac – Rappahannock Transportation Commission	VA	Executive Director	3,900,000
2017	Potomac – Rappahannock Transportation Commission	VA	Executive Director	3,900,000
2017	Raleigh	NC	Budget Director	431,746
2017	Rochester	MN	City Manager	110,742
2017	Sumter County	FL	County Planner	105,056
2016	Arlington County	VA	Deputy Director Human Services	224,906
2016	Brevard County	FL	Director of Information Technology	550,823
2016	Cary	NC	Town Manager	151,088
2016	Catawba County	NC	Chief Financial Officer	154,810
2016	Catawba County	NC	County Manager	154,810
2016	Chesterfield County	VA	Capital Programs Division Chief	327,745
2016	Chesterfield County	VA	County Administrator	327,745
2016	Commonwealth of Virginia	VA	Chief of Transit	8,326,000
2016	Commonwealth of Virginia	VA	Transit Planning Director	8,326,000
2016	Dakota County	MN	County Manager	408,509
2016	Dallas	TX	Chief Building Official	1,258,000
2016	Dallas	TX	Chief Financial Officer	1,258,000
2016	Deerfield Beach	FL	Assistant City Manager	78,041
2016	Denton	TX	City Auditor	136,195
2016	Denton	TX	City Manager	136,195
2016	Dona Ana County	NM	Finance Director	213,460
2016	Fairfax County	VA	County Attorney	1,131,000
2016	Fairfax County	VA	Human Resources Director	1,131,000
2016	Grand Rapids	MI	Fire Chief	192,294
2016	Greensboro	NC	Assistant City Manager, General Government	279,639
2016	Greensboro	NC	Assistant City Manager, Public Safety	279,639
2016	Independence	MO	Assistant City Manager	116,670
2016	Independence	MO	City Manager	116,670
2016	Knoxville's Community Development Corporation	TN	Chief Executive Officer	183,270

YEAR	ENTITY NAME	STA TE	POSITION	POP.
2016	Knoxville's Community Development Corporation	TN	Chief Executive Officer	183,270
2016	Lancaster County	SC	Economic Development Director	80,458
2016	Loudoun Water	VA	General Manager	398,080
2016	Loudoun Water	VA	General Manager	398,080
2016	Loveland	CO	Police Chief	71,334
2016	Manatee County	FL	Director of Redevelopment & Economic Opportunity	342,106
2016	Manatee County	FL	Director of Redevelopment & Economic Opportunity	342,106
2016	Medford	OR	City Manager	77,677
2016	Mesa	AZ	Chief Information Officer	457,587
2016	Minneapolis	MN	Chief Financial Officer	400,070
2016	Missouri City	TX	Municipal Court Director	70,185
2016	Montana Association of Counties	MT	Trust Operations Director	1,024,000
2016	Oakland	CA	Marketing Manager	440,646
2016	Rapid City	SD	Director of Community Planning and Development Services	70,812
2016	Rapid City	SD	Director of Community Planning and Development Services	70,812
2016	Scott County	IA	County Administrator	170,385
2016	Stafford County	VA	Chief Information Technology Officer	136,788
2016	Stafford County	VA	County Administrator	136,788
2016	Stafford County	VA	Deputy County Administrator	136,788
2016	Stafford County	VA	Parks and Recreation Director	136,788
2015	Alameda-Contra Costa Transit District	CA	Chief Administrative Officer	193,000
2015	Alameda-Contra Costa Transit District	CA	Chief Administrative Officer	193,000
2015	Alameda-Contra Costa Transit District	CA	Chief Financial Officer	193,000
2015	Alameda-Contra Costa Transit District	CA	Chief Financial Officer	193,000
2015	Alameda-Contra Costa Transit District	CA	Chief Information Services Officer	193,000
2015	Alameda-Contra Costa Transit District	CA	Chief Information Services Officer	193,000
2015	Alameda-Contra Costa Transit District	CA	Chief Planning, Engineering, Construction Officer	193,000
2015	Alameda-Contra Costa Transit District	CA	Chief Planning, Engineering, Construction Officer	193,000
2015	Alameda-Contra Costa Transit District	CA	Chief Planning, Engineering, Construction Officer	193,000
2015	Arlington County	VA	County Manager	221,045

YEAR	ENTITY NAME	STA TE	POSITION	POP.
2015	Aurora	CO	Director of Planning and Development	345,803
2015	Aurora	CO	Director of Planning and Development	345,803
2015	Boston	MA	Organizational Development Director	645,966
2015	Brooklyn Park	MN	City Manager	78,373
2015	Charlotte	NC	Planning Director	874,579
2015	Coconino County	AZ	Deputy County Manager	136,539
2015	Coconino County	AZ	Human Resources Director	136,539
2015	Crossroads Community Services Board	VA	Executive Director	105,041
2015	Crossroads Community Services Board	VA	Executive Director	105,041
2015	Dallas Area Rapid Transit Authority	TX	Vice President of Human Capital	1,258,000
2015	Dallas Area Rapid Transit Authority	TX	Vice President of Human Capital	1,258,000
2015	Delaware County	ОН	Director of Economic Development	184,979
2015	Denton	TX	Development Review Administrator	136,195
2015	Denton	TX	Historic Preservation Officer	136,195
2015	Fayetteville	NC	Economic Development Director	204,408
2015	Fulton County	GA	Chief of Police	984,293
2015	Fulton County	GA	Deputy County Manager	984,293
2015	Fulton County	GA	Director Aging & Youth Services	984,293
2015	Fulton County	GA	Director of Housing & Community Development	984,293
2015	Fulton County	GA	Director of Housing & Community Development	984,293
2015	Fulton County	GA	Director of Information Technology	984,293
2015	Fulton County	GA	Director of Library Systems	984,293
2015	Greensboro	NC	Fire Chief	279,639
2015	Hampton Roads Planning District Commission	VA	Executive Director	1,600,000
2015	Hampton Roads Planning District Commission	VA	Executive Director	1,600,000
2015	Hampton Roads Transportation Accountability Commission	VA	Executive Director	1,707,369
2015	Hampton Roads Transportation Accountability Commission	VA	Executive Director	1,707,369
2015	Lawrence	KS	Finance Director	90,811
2015	Louisville	KY	Director of Parks	253,128
2015	Macomb County	MI	Director of Finance	854,769
2015	Mecklenburg County	NC	Economic Development Director	990,977
2015	Minneapolis	MN	Director of Regulatory Services	400,070

FACTOR D: PROPOSAL FOR EXECUTIVE RECRUITING SERVICES

YEAR	ENTITY NAME	STA TE	POSITION	POP.
2015	Orange County	NC	CFO/Finance Director	140,352
2015	Pinellas County	FL	Director of Human Resources	929,048
2015	Racine	WI	Director of City Development	81,855
2015	Richardson	TX	Assistant Police Chief	104,475
2015	Roanoke County	VA	Chief of Fire & Rescue	93,524
2015	San Antonio	TX	City Attorney	1,409,000
2015	San Antonio	TX	Controller	1,409,000
2015	Shelby County	TN	Director, Division of Health Services	949,465
2015	Virginia Beach	VA	City Manager	448,479
2015	WaterOne	KS	Human Resources Director	400,000
2015	WaterOne	KS	Human Resources Director	400,000
2015	West Jordan	UT	City Manager	110,077
2015	Westminster	CO	City Manager	109,169



Appendix A: Sample brochure



THE COMMUNITY

Kansas City, MO is a growing, world class community of nearly 500,000 residents that serves as the central hub for a thriving bistate, 18-county metropolitan area of 2.5 million residents. Spread throughout 318 square miles, Kansas City derives a number of benefits from its large geographic size but is also challenged in providing services to a variety of areas within its boundaries that range from higher density urban development to areas that are rural and agricultural. A diverse and culturally rich community located at the confluence of the Kansas and Missouri Rivers, Kansas City is known for its long traditions as the home of spectacular BBQ, jazz, fountains and parks. The City is also widely recognized as a center for outstanding cultural, performing and visual arts, an exciting array of professional sports teams and major league venues, and for its superb restaurants and entertainment. The City's history of planning and developing quality neighborhoods gives the community a gracious and welcoming atmosphere that transcends its large city status. A new \$1.5 billion single terminal and parking structure is currently under construction at Kansas City International (KCI) Airport and scheduled for completion in March 2023. KC has also benefitted from a downtown renaissance and rebirth over the last 20 years at a level of success that has been experienced by few other major metropolitan areas.

For more information about Kansas City, please visit www.kcmo.gov.







Kansas City is the largest city in the state of Missouri and continues to expand an already strong business base as a significant economic engine in the Midwest and nationally. Kansas City's areas of economic strength include transportation and distribution, engineering and design, eCommerce and information technology, financial services, communications, animal and human health sciences, and entrepreneurship. KC and the Greater Kansas City Metropolitan Area are both widely recognized for a low cost of living, an entrepreneurial and tech savvy spirit, a strong and expanding business environment, a vibrant and active network of nonprofit services, and an extraordinary quality of life. The City provides a full range of services to a diverse group of residents and property owners, and has benefitted from and continues to place a priority on strategic initiatives such as: supporting and encouraging investment into traditionally underserved and struggling residential neighborhoods and commercial areas; embracing and promoting policies of social equity; encouraging support for the arts and a healthy community; and promoting reinvestment into infrastructure throughout the community. The City has a history of working closely with neighborhoods, elementary and secondary school districts, colleges and universities, hospitals, charitable foundations, nonprofit service providers, organized labor, the faith community, the business community and other governmental agencies to problem solve, proactively address challenges and plan for the future.

THE ORGANIZATION

Kansas City, Missouri is governed by a 13-member City Council that includes the Mayor and is the City's legislative and policy-making body. All members are elected at the same time to four-year terms and they may serve two consecutive terms. The City is divided into six council districts; the Mayor and six City Council members are elected at large, and the other six members are elected from within the districts they serve. The Mayor possesses all the powers and duties of a City Council member, appoints most members of council committees and the City's advisory boards and commissions, and is an ex-officio member of the Board of Police Commissioners. As the City's chief elected official, the Mayor presides over the Council and is responsible for appointing the City Manager, which must be confirmed by the majority of the City Council.

CLICK HERE FOR THE CITY'S ORGANIZATIONAL CHART.



THE POSITION

As the City's chief administrative officer, the City Manager is responsible for directly overseeing an organization with 4,706 FTEs, supported by a total operating and capital budget exceeding \$1 billion. There are three collective bargaining units that are part of the City Manager's oversight responsibility: IAFF 42 (Fire); IAFF 3808 (Fire Management); and, the AFSCME 500 (Labor). The City is comprised of 16 departments - with 14 of them reporting directly through the City Manager. The departments include Aviation, City Planning and Development, Convention and Entertainment Facilities, Finance, Fire, General Services, Health, Human Relations, Human Resources, Law, Municipal Court, Neighborhoods and Housing Services, Public Works, and Water Services. The City Manager reports directly to the Mayor and City Council and oversees all aspects of the City's operations, excluding the Departments of Parks and Recreation and Police that are governed by separate appointed Boards. The Kansas City Police Department, with 2,019 FTEs and a \$273 million annual budget, is governed by a separate Board of Police Commissioners appointed by the Governor. The Parks and Recreation Department is supported by 383 FTEs and a \$70.4 million budget and operates under the policy direction of a Board of Parks and Recreation Commissioners appointed by the Mayor. The annual budgets for both Police and Parks are annually approved by the City Council resulting in a total combined funds budget of \$1.7 billion and 7,108 FTE: 443

CANDIDATE PROFILE

The City Council is seeking a highly experienced and collaborative strategic leader with outstanding communication skills to serve as its next City Manager. To be selected, candidates must be proficient and highly skilled at leading and managing a complex, multi-faceted organization. To be competitive, candidates should be knowledgeable or familiar with a variety of local government operations including municipal finance and budgeting, human resources and labor negotiations, growth management, public works, water and wastewater utilities, public safety, and economic development. Candidates should possess a record of effectively working with employees and labor groups, be focused on customer service and responsiveness, and demonstrate the ability to create a leadership team that is adept at problem solving and pursuing continuous improvement and innovation throughout the organization. KC is seeking candidates with an appreciation for transparency, stakeholder inclusiveness, and an active citizenry. A record of visibility in the community, and an ability to think strategically and remain focused on the City's long-term goals is important. The new City Manager must possess a record of demonstrating high integrity and ethical behavior and believe in and ensure there is organizational and individual accountability throughout the organization. The ideal candidate will possess outstanding interpersonal skills and the selfconfidence and wisdom to listen to other points of view without being offended. This position requires patience, good instincts, excellent judgement, and the ability to say "no" when necessary. The new City Manager must have respect for community and organizational traditions and values, while at the same time, move the organization forward in a positive direction. The ideal candidate must be receptive to and embrace new technologies and promote innovation throughout the organization. The ability to remain neutral even in politically charged situations is essential.

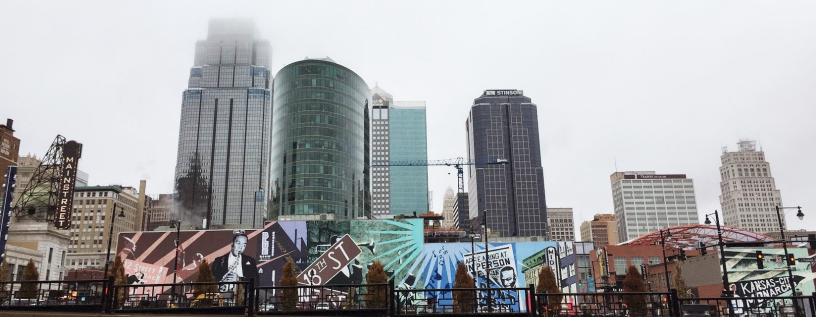




EDUCATION AND EXPERIENCE

Candidates must have a Bachelors' degree plus 7 -10 years of increasingly responsible executive level experience in either a public or private sector organization. A Masters' degree in public administration, business administration plus additional advanced executive-level training is preferred. Experience leading and developing an executive level leadership team, including supervisory experience of professional staff, is required. Working for similar sized municipal organizations, or an organization of similar complexity is desired and will be an advantage. An equivalent combination of education and experience will be considered. The starting salary will be commensurate with the selected candidate's qualifications and experience and will range from \$250,000 to \$325,000. Other benefits such as vehicle allowance, relocation assistance, etc., will be determined on a case-bycase basis.

444



APPLICATION AND SELECTION PROCESS

Interested applicants should submit their cover letter and resume online by visiting our website at

https://bakertilly.recruitmenthome.com/postings/2510.

This position is open until filled; however, the City has slightly extended this recruitment process establishing a new first review deadline of <u>Tuesday</u>, <u>June 2</u>, <u>2020</u> to provide applicants more time to address any challenges currently being faced because of the COVID - 19 pandemic. Applications will be screened in relation to criteria provided in the recruitment brochure. The City will consider offering interviews to those candidates named as Finalists, with reference checks, background checks, and academic verifications conducted after receiving candidates' permission. Finalists names may be released to the public prior to onsite interviews being held.



For more information about this position, please contact:

Art Davis

Art.Davis@bakertilly.com

816.868.7042

Edward Williams

Edward.Williams@bakertlly.com

214.608.6363

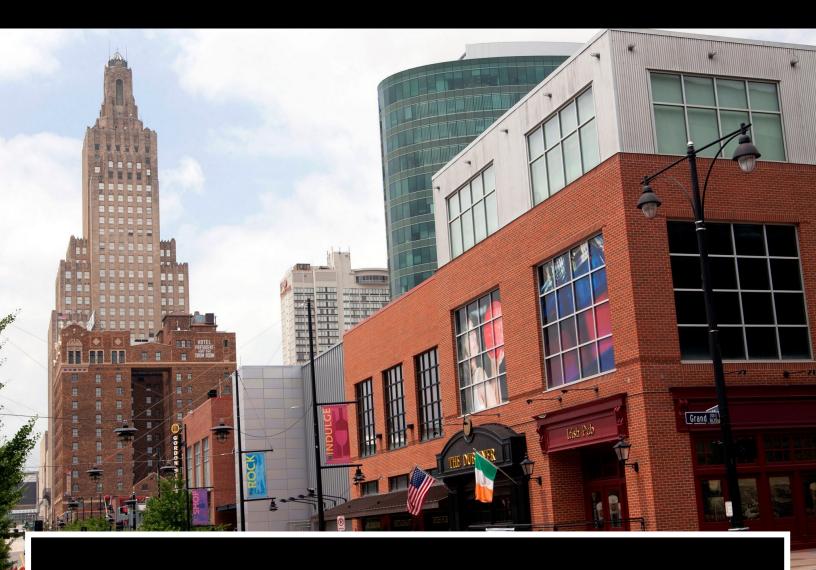
The City of Kansas City, Missouri is an Equal Opportunity Employer (EOE)











CHIEF EQUITY OFFICER

CITY OF KANSAS CITY, MISSOURI

Are you an outstanding communicator and experienced professional well versed in the "best practice" areas of diversity, equity and inclusion -- with a desire to make a difference in the community where you reside? The new Chief Equity Officer will report directly to the City Manager and oversee the internal and external diversity, equity and inclusion practices and programs of the City.



PUBLIC SECTOR EXECUTIVE RECRUITMENT

THE COMMUNITY

Kansas City, MO is a growing, world class community of nearly 500,000 residents that serves as the central hub for a thriving bi-state, 18-county metropolitan area of 2.5 million residents. Spread throughout 318 square miles, Kansas City derives a number of benefits from its large geographic size but is also challenged in providing services to a variety of areas within its boundaries that range from higher density urban development to areas that are rural and agricultural. A diverse and culturally rich community located at the confluence of the Kansas and Missouri Rivers, Kansas City is known for its long traditions as the home of spectacular BBQ, jazz, fountains and parks. The City is also widely recognized as a center for outstanding cultural, performing and visual arts, an exciting array of professional sports teams and major league venues, and for its superb restaurants and entertainment. The City's history of planning and developing quality neighborhoods gives the community a gracious and welcoming atmosphere that transcends its large city status. A new \$1.5 billion single terminal and parking structure is currently under construction at Kansas City International (KCI) Airport and scheduled for completion in March 2023. KC has also benefitted from a downtown renaissance and rebirth over the last 20 years at a level of success that has been experienced by few other major metropolitan areas.

For more information about Kansas City, please visit www.kcmo.gov.







THE ORGANIZATION

Kansas City is run by a Council/Manager form of Government. The City Council is governed by 13 members: the Mayor as the head of the Kansas City Council, and 12 members who are elected from six districts (one member elected by voters in each district, and another elected at-large by voters citywide). All are elected at the same time to four-year terms and may serve two consecutive terms.

The Mayor possesses all the powers and duties of a City Council member, appoints most members of council committees and the City's advisory boards and commissions, and is an ex-officio member of the Board of Police Commissioners. As the City's chief elected official, the Mayor presides over the Council and is responsible for appointing the City Manager, which must be confirmed by the majority of the City Council.

The City Manager is officially appointed by the City Council and is responsible for making city services run efficiently and economically. The city manager serves and advises the mayor and City Council, appoints most department directors and prepares a proposed annual budget for council consideration. The manager also enforces municipal laws and ordinances and coordinates City operations and programs.

CHIEF EQUITY OFFICER

The City has created a new leadership position entitled, **Chief Equity Officer**, that will report directly to the City Manager and lead efforts to create new policies that proactively implement programs and strategies to promote equity and equality within Kansas City's internal structure and throughout the city. This includes regular collaboration with internal departments and the leadership of a task force established by the City Manager to ensure that the city is using innovative approaches to address race and equity both internally, and citywide. This is achieved through strategic and organic partnerships both internally and in the community; collection and regular reporting of data through monthly updates to the City Council on the progress of equity initiatives; meetings with various citizen groups regarding problems of discrimination and equal employment opportunities within the City's government; and, ongoing communication with housing and health services provided by the City to ensure equitable and fair administration in the provision of those opportunities and services.







IDEAL CANDIDATE

This role will support city agencies and departments in normalizing concepts of racial and social equity, organize staff to work together for transformational change, and operationalize new practices, policies, and programs to drive greater equity. In addition, this role will ensure equitable policy making, service delivery, and distribution of resources that account for the different histories, challenges and needs of the community. This role will also lead efforts to nurture and facilitate the development of citywide, multi-sectoral programming and policies to effect change in the city's approach to diversity, equity and outreach strategies.

Candidates should possess a passion for advancing equity and social justice solutions and a demonstrated commitment to community building and engagement with the community and citizens of all backgrounds. Viable candidates must be highly organized and possess exceptional communication and fiscal management skills. A demonstrated ability to work collaboratively and effectively with a variety of groups, including elected officials, neighborhood, business, and nonprofit civic leaders, along with city employee and labor representatives is essential. The ability to convene groups of citizens, employees, and other groups to assist in facilitating dialogue and resolving conflict is highly desirable. Other important attributes include possessing both a commitment to transparency and a team approach that promotes a positive work environment. The City also desires a candidate that exhibits strong diplomatic skills, self-confidence, and the highest levels of integrity - while serving the organization and the public with humility. Demonstrating an appreciation for the history and culture of the community and the city organization, coupled with an ability to clearly and effectively communicate the rationale for supporting a multi-cultural and inclusive community is extremely important.



COMPENSATION AND BENEFITS

The starting salary will be commensurate with the selected candidate's qualifications, experience, and professional achievement with a starting range up to **\$148,356**, DOQ/E, plus excellent benefits.









EDUCATION AND EXPERIENCE

Potential candidates should have a Bachelors' degree in public administration, multicultural, equity or diversity studies, or a related field (*equivalent professional experience may be considered for substitution for the required degree on an exception basis*). Candidates must also possess a minimum 3 years of experience working in diversity and equity related work.

The ideal candidate will possess a Juris Doctorate degree, or an accredited Masters' degree in public administration, multicultural, equity or diversity studies, or a related field. Candidates with 5-7 years of experience working in the areas of diversity, equity and inclusion with a public, governmental, or similarly complex organization serving a complex urban environment, with an understanding of the effective methods of organizational change are highly desired. Possessing a record of operationalizing diversity, equity and inclusionary policies and programs, including but not limited to budget management, supervision, strategic planning, policy and program creation and implementation, will be an advantage.

To be appointed, candidates possess a valid state-issued driver's license and a safe driving record (as determined by the City); and, establish residency within Kansas City's corporate limits within nine months of appointment.

APPLICATION AND SELECTION PROCESS

Qualified candidates please submit your cover letter and resume online at

https://www.governmentjobs.com/careers/bakertilly

This position is open until filled; however, those interested are strongly encouraged to apply by <u>Tuesday</u>, <u>May 31, 2022</u>. The City will consider offering interviews to those candidates named as Finalists, with reference, background, and academic verification checks conducted after receiving candidates' permission. For more information, please contact <u>Art Davis@BakerTilly.com</u>, or at <u>816.868.7042</u>. For more information about Kansas City, please visit <u>www.kcmo.gov</u>.

Please Note: The evaluation of applications will be based only on the information submitted. Therefore, to have your application properly considered, you should include all relevant dates, i.e., attendance at an educational institution, date the degree(s) were conferred, etc. Please include a detailed description of relevant work experience and dates, including months and years of employment.



The City of Kansas City, Missouri is an Equal Opportunity Employer (EOE) and is committed to a diverse workforce.







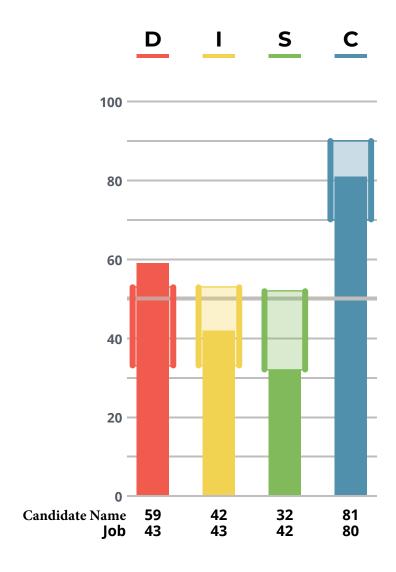
Appendix B: Sample TTI report

Workplace Behaviors®



Candidate Name

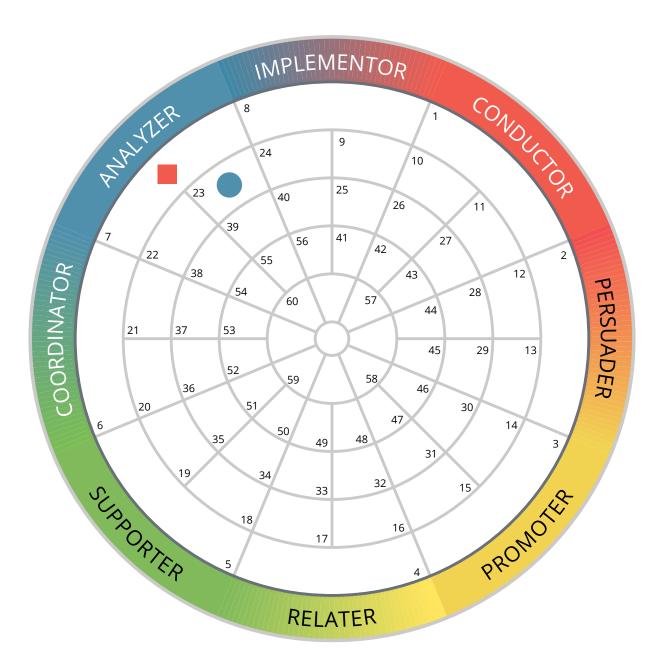
The following graph is designed as a visual comparison between the position and the applicant for each behavioral factor. The highlighted area denotes the position-related score for each behavioral factor. The applicant's score is denoted by the darker red, yellow, green and blue line. The closer the applicant's score aligns to the position's score, the better the applicant will perform in the position with respect to behavior.



453

The Success Insights® Wheel





Job - (7) ANALYZER

Candidate Name - (23) IMPLEMENTING ANALYZER

Comparison Analysis



For Consulting And Coaching

Job Competencies Hierarchy	Zone Range	Person
1. Time and Priority Management	79 — 100	62
2. Self Starting	87 — 100	61
3. Decision Making	94 — 100	88
4. Personal Accountability	85 — 100	58
5. Diplomacy	72 — 100	66
6. Teamwork	74 — 100	67
7. Project Management	82 — 100	69

Primary Driving Forces Cluster	Zone Range	Person
1. Collaborative	58 — 100	46
2. Harmonious	36 — 58	24
3. Altruistic	35 — 59	21
4. Structured	36 — 58	46

Job Behavioral Hierarchy	Zone Range	Person
1. Organized Workplace	81 — 100	85
2. Analysis	54 — 80	80
3. Persistence	62 — 80	65
4. Following Policy	61 — 80	70

Exact match	Fair compatibility	
Good compatibility	Poor compatibility	Over-focused



Appendix C: Sample final report







PRESENTED TO SAMPLE CITY, USA

FINALIST REPORT CITY ADMINISTRATOR

DATE



THE INFORMATION CONTAINED WITHIN
IS PRIVATE DATA AND IS NOT INTENDED
FOR PUBLIC DISTRIBUTION

TABLE OF CONTENTS

- RECRUITMENT BROCHURE
- INTERVIEW SCHEDULE
- INTERVIEW GUIDE
- CANDIDATE EVALUATION FORM
- CANDIDATE 1 NAME
- CANDIDATE 2 NAME
- CANDIDATE 3 NAME
- CANDIDATE 4 NAME
- CANDIDATE 5 NAME







RECRUITMENT BROCHURE







INTERVIEW SCHEDULE







INTERVIEW GUIDE

Interview Guide

Introduction

The structured interview can be the best tool for evaluating candidates, particularly in today's litigious society. This section has been prepared to assist interviewers by providing guidance and suggestions for interviewing candidates.

Legal Issues

In preparing for the discussion with the candidate, it is important to remember the interview is a very critical part of the employment process and is covered by anti-discrimination laws.

Summary of Protected Classes

The purpose of state and federal laws regarding discrimination in employment is to ensure hiring decisions are based upon the applicant's ability to perform the job, not on arbitrary factors unrelated to job performance. In general, it is unlawful to base a decision to hire or not hire an applicant on any of the following criteria: race, color, creed, religion, national origin, gender, marital status, familial status, disability, public assistance, age, sexual orientation, or local Human Rights Commission activity.

Questions based upon any of these elements may open an employer to potentially costly claims for discrimination. It is illegal to base a decision on one of these criteria, even if the information is obtained outside of the interview process, or inadvertently during the interview.

The development of specific interview questions not only assures all important aspects of the job are covered during the interview, it helps to ensure that interviewers avoid potentially dangerous subjects.

Illegal Interview Questions to Avoid

Various federal and state laws regulate questions that the employer can ask a candidate. Interview questions must be related to the job the candidate has applied for. The interviewer's focus must be: "What do I need to know to decide whether or not this person can perform the functions of the job?"

Examples of illegal questions are listed on the following page. This is not, by any means, a complete list, but can serve as a guide for types of questions to avoid.

1. National Origin/Citizenship

- · Avoid questions about where the applicant or the applicant's parents were born.
- · Avoid inquiries about an applicant's name such as asking the derivation of one's last name.

2. Age

- Avoid questions about age/date of birth.
- Do not ask a candidate when he or she graduated from high school/college.
- Avoid asking about dates of military service.

3. Gender

· Avoid asking questions related to an applicant's gender or gender identity.

4. Race/Color

- Avoid questions regarding an applicant's race.
- · Avoid questions or comments regarding color of hair, eyes, skin, etc.

5. Marital/Family Status

- Avoid questions about marital status. Do not ask applicants if they are single, married, or divorced.
- Avoid asking whether an applicant's spouse is employed or about the occupation of the applicant's spouse.
- Do not ask if the applicant has any children.

6. Sexual Orientation

Avoid all questions related to sexual orientation or sexual identity.

7. Salary History

 Avoid inquiries related to the candidate salary history and/or compensation to comply with pay equity legislation.

8. Religion or Creed

- Avoid inquiries into an applicant's religious denomination, religious affiliations or religious holidays observed.
- Applicants may be asked if they are available to work on Saturday or Sundays, if needed.

9. Affiliations

- Avoid asking applicants to list all clubs, societies and lodges to which they belong.
- Avoid any information which would solicit information on the race, color, religion, national origin or ancestry of its members.

10. Disabilities

 Avoid this area entirely. Pre-job offer medical inquiries are prohibited! Do not ask if applicants smoke, are under a doctor's care, if they have received disability insurance, about their general health condition, their workers' compensation history, or if they have any disability conditions.

11. Arrest Record

· Avoid inquiries; the background check will review the applicant's criminal history, if it exists.

Suggested Questions

As you prepare for the interview, you may want to develop additional questions based upon your review of the candidate's resume or the background material. Those candidate-specific questions might probe subjects such as:

- Explanation of gaps in time;
- · Short tenure in position;
- Explanations of apparent weaknesses in experience or education/training; and
- Clarification on anything that is not clear.

Interviewing Techniques

In general, open-ended questions that require candidates to answer in sentences are preferable to closedended questions that can be answered with one word or "yes" or "no" answers. Open ended questions encourage the applicant to:

- Express goals, values, qualifications, or feelings;
- Exhibit his/her ability to communicate;
- · Provide additional information regarding experience and background; and
- · Probe "choice points".

Examples of open-ended questions include:

- · How do you handle...?
- · What do you do if...?
- · How do you feel about...?
- · What have you found to be successful in handling...?
- · What are some examples of success in...?

Limited use of directive (closed-ended) questions can be used to gather information that is factual and objective.

As the interview proceeds, it is important to note the candidate's answers in addition to how content of the message is delivered. Body language and tone of voice are particularly important factors to notice. Probe for as many details as possible such as names, dates, and other verifiable information when necessary. It is also a good idea to ask candidates for their thoughts and feelings about a situation.

Additional Questions

Often candidates may be somewhat brief in their responses. If you feel a need for additional information, the use of probing questions such as the following can draw out additional information:

- · Why did you say that?
- Can you think of an example of that situation?
- · Is there something noteworthy in your experience in this area?

Other Considerations

Other considerations include how the candidate handles the stress of the interview and whether he or she appears to be avoiding some area(s) of inquiry.

Immediately after the interview, it will be helpful to note your overall feeling about the discussion and how you feel about the candidate.

Remember, the best predictor of success in any position is previous success in the same or similar position. Look for information on accomplishments and things the applicant has actually performed.







CANDIDATE EVALUATION FORM

	Key	
Not Qualified	Qualified	Superior
N	Q	s

SAMPLE CITY – CITY ADMINISTRATOR CANDIDATE EVALUATION FORM

	COMPETITIVE FACTORS																			
Candidate	Community/Stake- holder Relations		Organizational Leadership			Managing Change			Financial Acumen			Transferable Knowledge and Skills			Other (specify)			Moving Forward? (Yes /No)		
	N	Q	S	N	Q	S	N	Q	S	N	Q	S	N	Q	S	N	Q	S	Y	N
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COMPETITIVE FACTORS

Community/Stakeholder Relations: Has experience building relationships and in facilitating community processes that demonstrate outreach and inclusion of key stakeholders

Organizational Leadership: Experience working for or with a governing board; aligns the organization with strategic goals

Managing Change: Evidence of a systemic, big picture approach to problem solving; experience transforming organizations and thinking outside of the box

Financial Acumen: Has a strategic understanding of operational and capital budgets and plans for the organization's long-term financial health

Transferable Knowledge and Skills: Knowledge and skills are transferable to the organization; the candidate brings new experiences of benefit to the organization

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Jiner (please specify)		









CANDIDATE 1 - NAME

COVER LETTER AND RESUME



Candidate Questionnaire

Name	Click here to enter text.	Primary Phone	Click here to enter text.		
Email	Email Click here to enter text.				
Education	Click here to enter text.				
Certifications / Specialized Advanced Training	Click here to enter text.				

	Current (Most Recent) Position	Previous Position	Previous Position
Title	Click here to enter text.	Click here to enter text.	Click here to enter text.
Dates of Employment: (Include start/end dates by month/year)	Click here to enter text.	Click here to enter text.	Click here to enter text.
Organization	Click here to enter text.	Click here to enter text.	Click here to enter text.
Please describe: a) reason for departure with each change in employment, and b) reason for gaps in employment.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Reports To (Title)	Click here to enter text.	Click here to enter text.	Click here to enter text.
# of Direct Reports	Click here to enter text.	Click here to enter text.	Click here to enter text.
Total city/county budget	Click here to enter text.	Click here to enter text.	Click here to enter text.
Population of city/county served	Click here to enter text.	Click here to enter text.	Click here to enter text.

Instructions:

The purpose of this questionnaire is to provide us with additional information about you as a candidate and to gather examples of professional work that illustrate your background and experience. This information will be shared with hiring officials and others involved in making decisions about candidates selected to move forward in the selection process.

Please respond to each of the following questions by providing pertinent information. Some questions ask you to provide examples; please be sure to describe your direct level of involvement in the project or initiative. **Please** be succinct – limit your responses to 300 words per question.



1.	Why are you interested in the City Administrator position at this specific time?
Clic	k here to enter text.
2.	Describe your current scope of responsibilities and explain how these responsibilities prepare you to take on the leadership and management responsibilities of the City Administrator position for the Sample City.
Clic	k here to enter text.
3.	What has been your role in working with members of a governing body, collectively and individually? What steps do you take to support the governing body's policy-making activities?
Clic	k here to enter text.
4.	Describe your leadership philosophy. What steps do you take to cultivate trust, collaboration, and a strategic mindset among the City's leadership team?
Clic	k here to enter text.
5.	Explain your budget philosophy and the level of involvement you seek from City leadership and department directors in the budget development process.
Clic	k here to enter text.
6.	Briefly describe the most significant economic development partnership you have developed or managed. What was the project? What was your role? What was the outcome?
Clic	k here to enter text.
7.	What is your view towards employee training, development, and advancement? What is one outcome that reflects your view or philosophy on employee development?
Clic	k or tap here to enter text.
8.	Tell us about the feedback you have received from peers, supervisors, and subordinates with whom you work regarding your strengths as a professional leader and manager.
Clic	k here to enter text.



Due Diligence Form

working career through your employer, a professional association, or licensing agency? If so, please expl Yes \sum No \sum 4. Have you been dismissed, asked to resign, or accepted a mutual separation agreement and/or severance? you currently negotiating a separation agreement? If yes to any, please explain the circumstances. Yes \sum 5. Have you been subject to a formal charge regarding a conflict of interest, violation of ethical cond malfeasance or misfeasance in the performance of duties? If so, please explain. Yes \sum No \sum 6. If requested, are you able to provide written performance evaluations, or performance reviews for the past years? Yes \sum No \sum 7. Have you been in your current, or most recent organization, for less than two years? If yes, please explain you are interested in a career move at this time. Yes \sum No \sum 8. Is there anything in your professional or personal background, conduct or history that a past or future emplor or constituent may find concerning, or questionable, or that could impair your ability to perform your wor said information emerged at a later date? If yes, please explain. Yes \sum No \sum 9. Have you ever been the subject of media reports, social media postings, or blogs in the communities wh you have worked that make adverse statements about your work? (We encourage applicants to disclose information and allow us the opportunity to discuss any issues that may be a concern.) Yes \sum No \sum	Na	me:
employer and when will you be available to start employment with the Sample City? 3. Have you been subject to any disciplinary actions, including suspension, probation, or demotion in your a working career through your employer, a professional association, or licensing agency? If so, please expl Yes No 4. Have you been dismissed, asked to resign, or accepted a mutual separation agreement and/or severance? you currently negotiating a separation agreement? If yes to any, please explain the circumstances. Yes 5. Have you been subject to a formal charge regarding a conflict of interest, violation of ethical cond malfeasance or misfeasance in the performance of duties? If so, please explain. Yes No 6. If requested, are you able to provide written performance evaluations, or performance reviews for the past years? Yes No 7. Have you been in your current, or most recent organization, for less than two years? If yes, please explain you are interested in a career move at this time. Yes No 8. Is there anything in your professional or personal background, conduct or history that a past or future emplor or constituent may find concerning, or questionable, or that could impair your ability to perform your wor said information emerged at a later date? If yes, please explain. Yes No 9. Have you ever been the subject of media reports, social media postings, or blogs in the communities whyou have worked that make adverse statements about your work? (We encourage applicants to disclose information and allow us the opportunity to discuss any issues that may be a concern.) Yes No	1.	Do you have any concerns about the posted salary range for this position? Yes No
working career through your employer, a professional association, or licensing agency? If so, please expl Yes \sum No \sum 4. Have you been dismissed, asked to resign, or accepted a mutual separation agreement and/or severance? you currently negotiating a separation agreement? If yes to any, please explain the circumstances. Yes \sum 5. Have you been subject to a formal charge regarding a conflict of interest, violation of ethical cond malfeasance or misfeasance in the performance of duties? If so, please explain. Yes \sum No \sum 6. If requested, are you able to provide written performance evaluations, or performance reviews for the past years? Yes \sum No \sum 7. Have you been in your current, or most recent organization, for less than two years? If yes, please explain you are interested in a career move at this time. Yes \sum No \sum 8. Is there anything in your professional or personal background, conduct or history that a past or future emplor or constituent may find concerning, or questionable, or that could impair your ability to perform your wor said information emerged at a later date? If yes, please explain. Yes \sum No \sum 9. Have you ever been the subject of media reports, social media postings, or blogs in the communities wh you have worked that make adverse statements about your work? (We encourage applicants to disclose information and allow us the opportunity to discuss any issues that may be a concern.) Yes \sum No \sum	2.	
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	9.	Have you ever been the subject of media reports, social media postings, or blogs in the communities where you have worked that make adverse statements about your work? (We encourage applicants to disclose all information and allow us the opportunity to discuss any issues that may be a concern.) Yes No
I understand that if reliable information arises contrary to my above responses it could result in the disqualificat of my current application or any future searches.		nderstand that if reliable information arises contrary to my above responses it could result in the disqualification my current application or any future searches.
Signature Date	S	ignature Date

REFERENCES

LEADERSHIP ASSESSMENT RESULTS



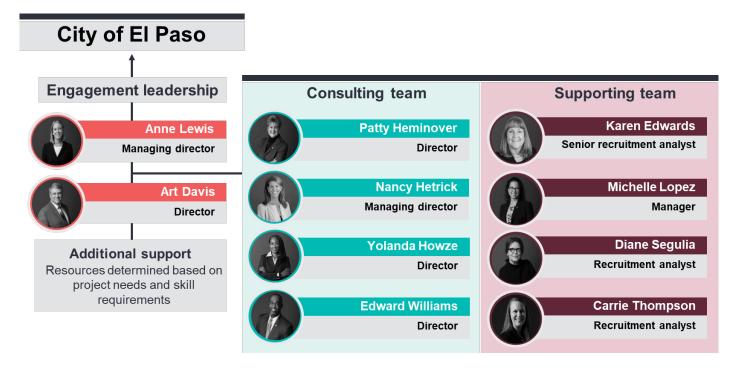
Factor E: Staffing and qualifications

Factor E: Staffing and qualifications

El Paso will work with a consistent team of Value Architects™ who understand your organization and can add value from day one. The combination of your engagement team's executive recruitment experience and service knowledge translates into tangible results for the CoEP.

Organizational chart

Your proposed engagement team will be organized as follows, ensuring strong project leadership and clear reporting responsibilities.



Aligning key engagement team members with your goals

Within Baker Tilly, our executive recruitment team consists of ten recruitment consultants and project coordination staff available to meet your executive recruitment needs. Each consultant assigned to your recruitment has experience working with cities, counties, special districts, not-for-profit organizations and school districts, and the many disciplines comprising the City of El Paso organization. Our consultants bring an experienced, participatory and energetic perspective to each engagement. As such, we reflect our unique approach and

1,700+ recruitments

Your engagement team has conducted more than 1,700 successful recruitment projects since 2000.

individualized touch in our internal standard and commitment to outstanding service that meets or exceeds your expectations. Since 2000, our combined consultant team has conducted more than 1,700 executive searches.

The Baker Tilly engagement team will collaborate with the CoEP and others designated as your technical advisor. As such, we conduct our recruitment process effectively, efficiently, transparently and professionally, consistent with "best practices" in the public sector executive recruitment space. Our agenda is clear; "our agenda is your agenda." Our objective is to generate a list of highly qualified candidates and assist you with the screening and evaluation of these candidates to identify various executives.

We have structured the Baker Tilly engagement team to draw upon our 90-plus years of collective service to the public sector and to leverage Baker Tilly's experience and capacity to find exceptional, qualified candidates.

Since its beginnings, our firm has emerged as a leader in human resource management consulting and executive recruitment. Our 45+ years of consulting experience, coupled with our unique approach and personal touch, drives our internal standard for delivering outstanding services and leading-edge results.

Your handpicked team of professionals offers a collaborative focus supported by the breadth and depth of our firm's national resources. We believe in strong personal relationships, which means a personal interest in the City of El Paso from some of our most experienced team members.

Engagement team members are introduced on the following pages, and complete resumes are available in the **Appendix**.

INTENTIONALLY SELECTED ENGAGEMENT TEAM FOR EL PASO

Engagement leadership



Art Davis — Director

5440 West 110th Street, Suite 300, Overland Park, KS 66211 +1 (816) 868 7042 | art.davis@bakertilly.com

Art is a director in Baker Tilly's executive recruitment practice. He is responsible for managing and conducting executive recruitment engagements for the firm to ensure their integrity, timeliness and adherence to budget parameters. He has more than 30 years of experience in local government, executive recruitment and organizational management. Art has served as a city administrator in Missouri and other local government positions in Kansas and Texas. He specializes in providing executive recruitment and organizational management consulting services for cities, counties and not-for-profits. Art earned a Master of Public Administration from the University of Kansas and a Bachelor of Arts in political science and public administration from William Jewell College.

Consulting team



Patricia Heminover — Director

30 East Seventh Street, Ste. 3025, St. Paul, MN 55101 +1 (651) 223 3058 | patty.heminover@bakertilly.com

Patty has been with the firm since 2010. She has more than 20 years of public education experience, most recently as superintendent of South St. Paul Schools in South St. Paul, Minnesota. She brings considerable experience developing budgets, leading organizational and process improvements, and successfully overseeing conflict resolution. Patty was South St. Paul Schools' director of human resources and finance before serving as its superintendent. She served for three years as the cosuperintendent of schools for Cleveland Public Schools in Cleveland, Minnesota, after working as its director of human resources and business services for six years. Patty has received a School Finance Award and technology leadership awards and helped

INTENTIONALLY SELECTED ENGAGEMENT TEAM FOR EL PASO

establish Minnesota's first K-12 International Baccalaureate School District. She earned a Master of Education Administration from Minnesota State University.



Yolanda Howze, MPA, IPMA-SCP, SPHR, SHRM-SCP — Director

205 North Michigan Avenue, 28th Floor, Chicago, IL 60601 +1 (312) 240.3401 | yolanda.howze@bakertilly.com

Yolanda is a well-regarded, award-winning human resources professional with more than 20 years of public sector human resources experience—primarily in municipal government. Yolanda was assistant to the city manager/director of human resources with the City of University City, Missouri and director of human resources with the City of Bellaire, Texas. Before joining Baker Tilly, Yolanda was a senior consultant II with Gallagher's Human Resources Compensation & Consulting practice. She was responsible for managing projects and providing consulting services to public sector and higher education clients in all aspects of classification and compensation systems and other areas of human resources. As a human resources leader, Yolanda's experience and competencies include full cycle recruiting and retention (including executive recruiting), total rewards and classification administration, performance management, project management, HRIS and process improvement, change management, labor relations, emergency management and disaster recovery, training and organizational development, and safety and risk management. Yolanda earned a dual Bachelor of Arts in psychology and organizational leadership from Maryville University in St. Louis and a Master of Arts in public administration and policy analysis from Southern Illinois University-Edwardsville. Yolanda is also a Senior Certified Human Resources Professional—SPHR, SHRM-SCP, IPMA-SCP. Her peers selected her as the 2015 Texas Municipal Human Resources Association (TMHRA) Human Resources Professional of the Year.



Anne Lewis — Managing director

8219 Leesburg Pike, Suite 800, Tysons, VA 22182 +1 (703) 923 8214 | anne.lewis@bakertilly.com

Anne leads Baker Tilly's public sector executive recruitment team. Before joining Baker Tilly, Anne was an assistant county administrator for a Virginia county, a deputy city manager and an assistant city manager for two Virginia cities. Over the last 17 years, her experience in local government has also included positions as an emergency management deputy director, public information officer, human resources manager, parking authority executive director, housing director, transit director and convention and visitor's bureau executive director. She was also responsible for parks, recreation and community services, information technology, animal services, general services and legislative programs. She specializes in providing executive recruitment services to local governments and nonprofits. Anne holds a Master of Science and a Bachelor of Science from Shenandoah University.



Edward G. Williams, Ph.D. — Director

2500 Dallas Parkway, Suite 300, Plano, TX 75093 +1 (214) 842 6478 | edward.williams@bakertilly.com

Edward has more than 20 years of collective experience in human resources and organizational development at various levels and across multiple disciplines, including state and municipal government, community and educational institutions. His areas of expertise include human development, process improvement, workforce planning, executive recruiting, strategic planning, management and leadership development, classification, compensation, benefits administration, performance management,

INTENTIONALLY SELECTED ENGAGEMENT TEAM FOR EL PASO

employee recognition, employee wellness and benefits administration. He has served as director of human resources and organizational development for the City of Missouri City, deputy personnel director for the State of Missouri and training and performance consultant for the Metropolitan Community Colleges Business and Technology Center in Kansas City, Missouri. Edward holds a Ph.D. in Educational Leadership and Policy Analysis from the University of Missouri, an Educational Specialist degree in Higher Educational Administration, a Master of Higher Education Administration, and a Bachelor's in Education from the University of Missouri. He is bilingual and proficient (reading, writing and speaking) in Spanish.

Supporting team



Karen Edwards, SHRM-CP — Senior recruitment analyst

+1 (813) 915-5616 | karen.edwards@bakertilly.com

Karen is a senior recruitment analyst with Baker Tilly's executive recruitment practice group. Her responsibilities include assisting in the coordination of executive recruitments. Karen manages outreach, generates reports, conducts detailed background checks and analyzes data to ensure the success of all engagements. She has more than 30 years of experience in human resources, administrative positions and customer service. Karen earned a Bachelor of Science in business administration - human resource management from Western Governors University and is a Society for Human Resources certified professional.



Michelle Lopez — Manager

+1 (651) 223 3061 | michelle.lopez@bakertilly.com

Michelle is a manager with Baker Tilly's executive recruitment practice group. Known for her attention to detail and organizational skills, Michelle is crucial in ensuring that recruitment projects are completed thoroughly and on time. She has more than ten years of experience as a critical support staff member. Her colleagues appreciate her customer service skills and determination to ensure clients and candidates remain informed and engaged throughout the recruitment process. Her responsibilities include organizing assignments and workflows, coordinating information and resources, and identifying, analyzing, and implementing solutions to ensure her team and clients always have the latest recruiting tools at their disposal. She is currently pursuing a Bachelor of Science degree in organizational leadership.



Diane Segulia — Recruitment analyst

+1 (651) 223 3094 | diane.segulia@bakertilly.com

Diane is a recruitment analyst with Baker Tilly's executive recruitment practice group. She is a team player who prides herself on delivering high-quality work. Diane joined Baker Tilly in 2015 as the receptionist. She joined the executive recruitment practice group as an administrative assistant in October 2019 and began her role as a recruitment analyst in June 2022. Her responsibilities include conducting research for the consultants, completing background checks, coordinating information and resources, and collaborating with candidates and clients through all phases of an executive recruitment.



Carrie Thompson — Recruitment analyst

+1 (703) 923 8040 | carrie.thompson@bakertilly.com

Carrie is a recruitment analyst with Baker Tilly's executive recruitment practice group. She has more than four years of experience in recruiting coordination, including

INTENTIONALLY SELECTED ENGAGEMENT TEAM FOR EL PASO

interview scheduling and candidate communication. She facilitates smooth sailing during the recruitment process. Carrie runs reports, coordinates outreach and organizes essential documents. Along with her work behind the scenes, she collaborates with clients and candidates to help them on their journey to success. Carrie earned a Bachelor of Arts in communication with a concentration in media production and criticism from George Mason University.

EL PASO WILL RECEIVE TANGIBLE RESULTS WITH BAKER TILLY

All engagement team members are committed to El Paso's success. Their public sector experience and service expertise translates into tangible results for El Paso.

Project team duties and responsibilities

Art Davis will be the engagement leader for your recruitment. Art will be your point of contact and handle every aspect of the recruitment and interaction between the City of El Paso and candidates. Art will travel to El Paso to meet with the CoEP representatives for on-site meetings and assist during the final on-site interview process, if requested.

Art will be supported by several executive recruitment team members. Michelle Lopez will assist with candidate outreach and may assign related work to recruitment analysts who will create reports, submit profiles to conduct background report checks and verifications and keep in contact with candidates throughout the recruitment process.

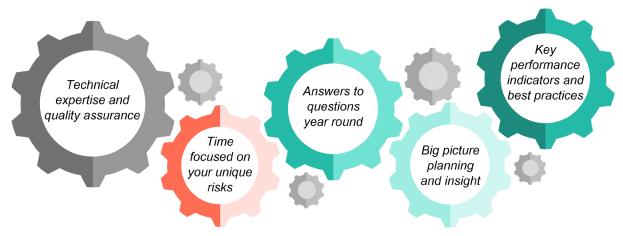
The time typically associated with a search range between 160 to 170 hours for the entire process. Regardless of the hours required, Baker Tilly commits to a not-to-exceed fee for services.

TEAM MEMBER	INVOLVEMENT	HOURS	PERCENTAGE
Art Davis	Project leader	50	45-50%
Patricia Heminover	Subject matter specialist	TBD	
Nancy Hetrick	Subject matter specialist	TBD	
Yolanda Howze	Subject matter specialist	TBD	
Anne Lewis	Subject matter specialist	TBD	
Edward Williams	Subject matter specialist	TBD	
Karen Edwards	Senior recruitment analyst	32	20-25%
Michelle Lopez	Manager	16	10-15%
Diane Segulia	Recruitment analyst	48	25-30%
Carrie Thompson	Recruitment analyst	TBD	

Building trust and maximizing value with significant team member involvement

Your experienced engagement team members will be responsive to your needs, quickly resolve challenges and build trust. You can expect to receive technical insights and an approach customized to your unique structure, culture, timing and strategic goals.

We are ready to serve you when you need us, where you need us and for as long as you need us. Whether it is an early-morning phone call or late-night email, we are here to give you peace of mind when it comes to executive recruitment. The graphic below details how we will build trust and maximize value with the City of El Paso.



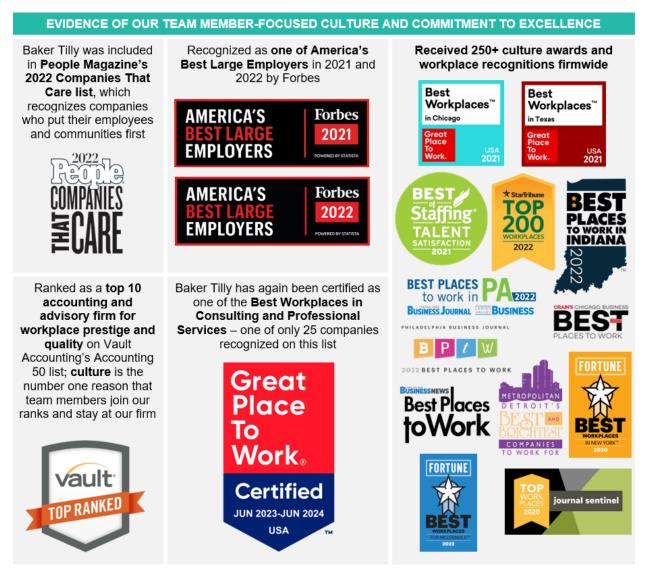
COLLABORATING WITH YOU AS YOUR TRUSTED VALUE ARCHITECT™

Your engagement team will be deeply involved in the engagement to give them an in-depth working knowledge of the City of El Paso and processes to deliver value throughout the year.

Cultivating an engaging culture to offer a consistent public sector team that will serve you for many years

We view our commitment to staff continuity as the cornerstone of building a lasting relationship with El Paso. You can expect to see the same engagement team members for additional recruitment services in the future.

Exceptional professionals thrive at Baker Tilly because we foster an engaging culture through diversity and inclusion, work-life balance, continuous learning opportunities, career advancement and employee recognition. As evidence of our team member-focused culture, Baker Tilly proudly presents a variety of recognitions and awards.



CULTIVATING AN ENGAGING CULTURE

Our commitment to attracting and retaining a top-quality workforce benefits El Paso through engaged team members and staff continuity.



Appendix: Engagement team member resumes



Art Davis

Art Davis, a director with Baker Tilly, has pursued his passion for improving local government and creating great communities for over 30 years.



Baker Tilly US, LLP 5440 W 110th St Suite 300 Overland Park, KS 66211 United States

T: +1 (816) 912 2036 art.davis@bakertilly.com

bakertilly.com

Education

Bachelor of Arts in political science and public administration William Jewell College (Liberty, Missouri)

Master of Public Administration University of Kansas (Lawrence, Kansas) Art specializes in providing executive recruitment and organizational management consulting services for cities, counties and not-for-profits.

Specific experience

- Successfully launched and expanded his own local government consulting firm over the course of 10 years
- More than 18 years of experience in executive recruitment
- Community leadership program facilitation
- Leadership and management development
- Strategic goal setting and strategic planning facilitation
- Organizational assessment, design and development
- Organization and community facilitation
- Served more than six years as associate director for the Civic Council
 of Greater Kansas City, a nonprofit, 501c4 membership organization
 comprised of CEOs representing some of the largest companies in the
 region
- Coordinated and organized a strategic and master planning process (and an update of the plan after four years) focused on re-developing downtown Kansas City, involving hundreds of stakeholders
- Served nearly six years as city administrator for Lee's Summit, Missouri and in other local government positions in Kansas
- Served as assistant to the Mayor of Dallas, Texas
- Led and participated in a wide variety of community initiatives; served on a major hospital board for 13 years and on other not-for-profit boards
- Presented with the L.P. Cookingham Award by the Greater Kansas City Chapter of the American Society for Public Administration, recognizing his long-term and outstanding contributions in the field of public administration

Industry involvement

International City/County Management (ICMA), member since 1984



Patricia Heminover

Patty Heminover, a director with Baker Tilly, has more than 20 years of experience in local government.



Baker Tilly US, LLP

30 E Seventh St Suite 3025 St. Paul, MN 55101 United States

T: +1 (651) 223 3058 patty.heminover@bakertilly.com

bakertilly.com

Education

Bachelor of Science, consumer science, business administration Minnesota State University – Mankato

Mini MBA program, human resources management University of Saint Thomas (Saint Paul, Minnesota)

Master of Education, administration Minnesota State University – Mankato Patty has been with the firm since 2010. Before joining Baker Tilly, she was a superintendent, assistant superintendent, director of human resources and director of finance. She brings considerable experience identifying management talent, leading organizational and process improvements, and developing and administering budgets.

Specific experience

- Executive Recruitment, employee development, benefits administration, strategic planning, performance management, market compensation studies, workforce planning, recognition programs and process improvement
- Experience identifying management talent, leading organization and process improvements, and developing and administering budgets
- Understanding of human resources and finance
- Experience working with governing boards
- Served as superintendent, co-superintendent of schools, director of human resources and finance, and director of human resources and business services for two Minnesota school districts
- Facilitated discussions with legislators at the state level regarding education funding, securing new funding for a Minnesota school district

Industry involvement

- Minnesota Association of School Administrators (MASA)
- American Association of School Administrators (AASA)
- Minnesota Association of School Business Officials (MASBO)
- River Heights Chamber of Commerce, member
- State Negotiators Association, Minnesota School Board Association
- Patty has received a School Finance Award, technology leadership awards and helped establish the first K-12 International Baccalaureate School District in Minnesota

- Human Resource Certificate, University of St. Thomas
- Superintendents Licensure, State of Minnesota



Yolanda Howze, M.P.A., IPMA-SCP, SPHR, SHRM-SCP

Yolanda Howze, a director with Baker Tilly, brings more than 25 years of public sector experience, including 20 years as a multifaceted and competent human resources leader.



Baker Tilly US, LLP 205 N Michigan Ave 28th Floor Chicago, IL 60601-5927 United States

T: +1 (312) 240 3401 volanda.howze@bakertilly.com

bakertilly.com

Education

Dual Bachelor of Arts in psychology and organizational leadership Maryville University (St. Louis, Missouri)

Master of Arts in public administration and policy analysis Southern Illinois University Edwardsville (SIUE) Yolanda is a well-regarded, award-winning human resources professional with more than 20 years of public sector human resources experience, primarily in municipal government.

Having worked in the public sector for more than 25 years, Yolanda is passionate about her craft and being of service to others, which, in addition to her employment experience, she has demonstrated through professional conference presentations/speaking events and serving on local and regional boards and committees including IPMA-HR, as well as other community involvement.

Specific experience

- Human capital professional and administrator executive
- Executive recruitment, total rewards and classification administration, performance management, project management, HRIS and process improvement, change management, labor relations, emergency management and disaster recovery, training and organizational development and safety and risk management

Industry involvement

- International Public Management Association Human Resources (IPMA-HR)
- Society for Human Resource Management (SHRM)
- Texas Municipal Human Resources Association (TMHRA)
- IPMA-HR Texas Chapter, (former) Conference Program Committee
- IPMA-HR Central Region, (former) vice president ('10)
- IPMA-HR Central Region, (former) former Secretary-treasurer ('09-'10)
- IPMA-HR Greater St. Louis Chapter, (former) president

- International Public Management Association-Human Resources (IPMA-HR)
- IPMA-HR Greater St. Louis Chapter
- Human Resources Certification Institute (HRCI)
- Society for Human Resources (SHRM) certified professional

MANAGING DIRECTOR



Anne Lewis

Anne Lewis leads Baker Tilly's public sector executive recruitment team and brings nearly 20 years of local management experience.



Baker Tilly US, LLP 8219 Leesburg Pike Suite 800 Tysons, VA 22182 United States

T: +1 (703) 923 8214 anne.lewis@bakertilly.com

bakertilly.com

Education

Bachelor of Science, business administration and management Shenandoah University (Winchester, Virginia)

Master of Science, organizational leadership and public administration Shenandoah University (Winchester, Virginia) Before joining Baker Tilly, Anne was an assistant county administrator for a Virginia county, a deputy city manager and an assistant city manager for two Virginia cities. Over the last 17 years, her experience in local government has also included positions as an emergency management deputy director, public information officer, human resources manager, parking authority executive director, housing director, transit director and convention and visitor's bureau executive director. She also has had responsibility for parks, recreation and community services, information technology, animal services, general services and legislative programs.

Industry involvement

- International City/County Management Association, Credentialed Manager (ICMA)
 - Taskforce on recruitment guidelines handbook
 - Taskforce on women in the profession
 - Taskforce on internship guidelines
- Government Finance Officers Association (GFOA)
- Virginia Local Government Management Association (VLGMA), former member of the executive board
- Virginia Women Leading Government
- National Public Employer Labor Relations Association (NPELRA)

Community involvement

- Shenandoah University Alumni Association, executive committee
- Shenandoah Apple Blossom Festival[©], board of directors

- Graduate Certificate in Public Management
- Senior Executive Institute and LEAD graduate, The Weldon Cooper Center, University of Virginia



Edward G. Williams, Ph.D.

Edward Williams brings character, competence and expertise to every project.



Baker Tilly US, LLP 2500 Dallas Parkway Suite 300 Plano, TX 75093

T: +1 (214) 842 6478 edward.williams@bakertilly.com

bakertilly.com

United States

Education

Bachelor of Arts, Education University of Missouri (Kansas City, Missouri)

Master of Higher Education Administration University of Missouri (Kansas City, Missouri)

Ph.D., Educational Leadership and Policy Analysis University of Missouri (Kansas City, Missouri)

Languages

English Spanish Edward has more than 20 years of collective experience in human resources and organizational development at various levels and across multiple disciplines, including state and local government, community and educational institutions.

Specific experience

- Human resources executive (municipal and state government)
- Executive recruitment, employee development, benefits administration, strategic planning, Performance management, market compensation studies, workforce planning, recognition programs and process improvement

Industry involvement

- Society for Human Resources (SHRM)
- Institute for Management Studies (IMS), advisory board
- Texas Municipal Human Resources Administration (TMHRA)

Community involvement

- Ft. Bend Habitat for Humanity, president, vice-president, secretary and member, board of (2014-2019)
- AAU basketball coach middle school boys

- Institute for Management Studies Houston
- International Personnel Management Association

SENIOR RECRUITMENT ANALYST



Karen Edwards, SHRM-CP

Karen Edwards, a senior recruitment analyst with Baker Tilly, has been with the firm since 2021.



Baker Tilly US, LLP 8626 N Himes Ave Tampa, FL 33614 United States

T: +1 (813) 915-5616 karen.edwards@bakertilly.com

bakertilly.com

Education

Bachelor of Science in business administration - human resource management Western Governors University Karen is a senior recruitment analyst with Baker Tilly's executive recruitment practice group. Her responsibilities include assisting in the coordination of executive recruitments. Karen manages outreach, generates reports, conducts detailed background checks and analyzes data to ensure the success of all engagements.

Specific experience

- More than 30 years of experience in human resources, administrative positions and customer service
- Proficient in analyzing data, creating and implementing standard operating procedures and preparing presentations and reports
- Adept at identifying inefficiencies to enhance organizational performance and streamlining office operations
- History of success adapting in dynamic environments to effectively manage multiple projects simultaneously

Continuing professional education

Society for Human Resources (SHRM) certified professional

MANAGER



Michelle Lopez

Michelle Lopez, a manager at Baker Tilly, has been with the firm since 2017.



Baker Tilly US, LLP 30 E Seventh St Suite 3025 St. Paul, MN 55101 United States

T: +1 (651) 223 3061 michelle.lopez@bakertilly.com

bakertilly.com

Education

Associate in Arts, liberal arts Minneapolis Community College (Minneapolis, Minnesota)

Bachelor of Science, project management (in progress) Colorado State University – Global Campus Michelle assists in the organizational management of the executive recruitment process. Her primary focus is to ensure that the recruitment process runs smoothly from start to finish by collaborating closely with internal team members, clients and candidates. Michelle is responsible for coordinating the recruitment process workflow, establishing timelines and monitoring progress. She is also responsible for managing communication channels, ensuring that everyone involved is informed of critical developments and updates.

Specific experience

- More than ten years of administrative support experience for multiple departments, including human resources and marketing
- Four years of experience in information technology help desk and support
- Survey and data reporting
- Reference checks for potential candidates
- Interview coordination and scheduling
- Recruitment marketing research and organization



RECRUITMENT ANALYST

Diane Segulia

Diane Segulia, a recruitment analyst at Baker Tilly, has been with the firm since 2015.



Baker Tilly US, LLP 30 E Seventh St Suite 3025 St. Paul, MN 55101 United States

T: +1 (651) 223 3094 diane.segulia@bakertilly.com

bakertilly.com

Education

University of Minnesota – partial credits (Minneapolis, Minnesota)

Diane is a recruitment analyst with Baker Tilly's executive recruitment practice group. Her responsibilities include conducting research for the consultants, completing background checks, coordinating information and resources and collaborating with candidates and clients through all phases of an executive recruitment.

Specific experience

- More than ten years of administrative support experience in public sector and private sector organizations
- · Compiling and organizing candidate materials
- Coordinating with candidates throughout the recruitment process
- Conducting reference checks for potential candidates
- Coordinating and scheduling interviews
- Recruitment marketing research and organization

RECRUITMENT ANALYST



Carrie Thompson

Carrie Thompson, a recruitment analyst with Baker Tilly, has been with the firm since 2021.



Baker Tilly US, LLP 8219 Leesburg Pike Suite 800 Tysons, VA 22182 United States

T: +1 (703) 923 8040 carrie.thompson@bakertilly.com

bakertilly.com

Education

Bachelor of Arts in communication with a concentration in media production and criticism George Mason University

Carrie facilitates smooth sailing during the recruitment process. She runs reports, coordinates outreach and organizes essential documents. Along with her work behind the scenes, she collaborates with clients and candidates to help them on their journey to success.

Specific experience

- More than 15 years of customer service experience for multiple industries
- More than four years of experience in recruiting coordination, including interview scheduling and candidate communication
- Expertise in marketing and position advertising via LinkedIn
- Reference and extensive background checks for potential candidates

Community involvement

• Mission trip volunteer with Herndon United Methodist Church



Purchasing & Strategic Sourcing Department

Certification Regarding Boycotting of Energy Company

THIS IS AN OFFICIAL PURCHASING DOCUMENT - RETAIN WITH PURCHASE ORDER FILE

, Anne Lewis	(Full	Name)	the	undersign		
representative of <u>Baker Tilly US, LLP</u>				(Company		
lame) (herein after referred as Vendor) hereby Certifies that:						
 It is not a company identified on the Texas Comptroller's energy companies, as defined in Texas Government C 			known	to boycott		
 Vendor further certifies and verifies that neither Vendor 			te, su	bsidiary or		
parent company of Vendor, if any (the "Vendor Compa	anies"), b	oycotts er	nergy (companies		
and Vendor agrees that Vendor and VendorCompanie	es will no	t boycott	energy	companies		
during the term of this agreement pursuant to the prov	visions o	f Texas G	overnr	ment Code		
Chapter 809. For purposes of this Agreement, theter	m "boyc	ott energy	comp	oany" shall		
have the meaning defined in Texas Government Code	Chapter	809.				
	Si	gnature			-	
		er 25, 2023	3		_	
	D	ate				

Cert re: Boycott of Energy Companies | 21-1044-1638 | 1121835 | (rev 2021.09)



Purchasing & Strategic Sourcing Department

Certification Regarding Discrimination Against Firearm & Ammunition Industries THIS IS AN OFFICIAL PURCHASING DOCUMENT – RETAIN WITH PURCHASE ORDER FILE

I, Anne Lewis	(Full	Name)	the	undersign
representative of Baker Tilly US, LLP				(Company
Name) (herein after referred as Vendor) hereby Certifies th	at:			
1) neither Vendor, nor any affiliate, subsidiary or pare	nt comp	any of Ve	endor,	if any (the
Vendor Companies"), does not have a written or unwritten in	nternal p	ractice, po	olicy, g	uidance, or
directive that discriminates against a firearm entity or firearn	n trade a	associatio	n base	d solely on
ts status as a firearm entity or firearm trade association; and				
2) Vendor agrees that Vendor and Vendor Companies v	will not o	discriminat	e durir	ng the term
of the contract against a firearm entity or firearm trade associ	ation ba	sed solely	on its	status as a
irearm entity or firearm trade association during the term	of this	agreemen	t purs	uant to the
provisions of Texas Government Code Chapter 2274.				
For purposes of this Agreement, the term ""Discriminate aga	inst a fir	earm entit	y or fir	earm trade
association" shall have the meaning defined in Texas Goverr	nment C	ode Chapt	ter 227	7 4.
	Sig	gnature		
		er 25, 2023		
	Da	ate		

Cert re: Non-Discrimination against a firearm entity or firearm trade association | 21-1044-1638 | 1121836 | (rev 2021.09)



Purchasing & Strategic Sourcing Department

Certification Regarding Terrorist Organizations & Boycotting of Israel

THIS IS AN OFFICIAL PURCHASING DOCUMENT

I, Ar	nne Lewis	(Full Name) the undersign representative of
Bak	er Tilly US, LLP	(Company Name) (herein after referred as Vendor)
here	eby Certifies that:	
1.	It is not a company identified on the Texas	Comptroller's list of companies known to have contracts with
	or provide supplies or services to, a foreign	n organization designated as a Foreign Terrorist Organization
	by the U.S. Secretary of State.	
2.	Vendor further certifies and verifies that ne	either Vendor, nor any affiliate, subsidiary or parent company
	of Vendor, if any (the "Vendor Companies"), boycotts Israel and Vendor agrees that Vendor and Vendor
	Companies will not boycott Israel during the	e term of this agreement. For purposes of this Agreement, the
	term "boycott" shall mean and include term	ninating business activities or otherwise taking any action that
	is intended to penalize, inflict economic har	m on, or limit commercial relations with Israel, or with a person
	or entity doing business in Israel or in a	n Israeli-controlled territory. (See Texas Government Code
	Chapter 2270.002 and 2252.151-154.)	
		Signature
		October 25, 2023 Date
		Date

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Date Received
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.	
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	
Name of vendor who has a business relationship with local governmental entity.	
Baker Tilly US, LLP	
Check this box if you are filing an update to a previously filed questionnaire. (The law requestion of completed questionnaire with the appropriate filing authority not later than the 7th business you became aware that the originally filed questionnaire was incomplete or inaccurate.)	
Name of local government officer about whom the information is being disclosed.	
None	
Name of Officer	
Describe each employment or other business relationship with the local government offic officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with Complete subparts A and B for each employment or business relationship described. Attach CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or lik other than investment income, from the vendor? Yes No B. Is the vendor receiving or likely to receive taxable income, other than investment i of the local government officer or a family member of the officer AND the taxable in local governmental entity? Yes No Describe each employment or business relationship that the vendor named in Section 1 ma	the local government officer. additional pages to this Form kely to receive taxable income, income, from or at the direction ncome is not received from the
other business entity with respect to which the local government officer serves as an off ownership interest of one percent or more.	
Check this box if the vendor has given the local government officer or a family member o as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.00	
7	
Signature of vendor doing business with the governmental entity October 25, Da	



Disclosures

Disclosures

Staying in compliance: Baker Tilly's past and current litigation

In the normal course of business as a large accounting and advisory firm, Baker Tilly may be made a party to litigation alleging various common law and statutory violations. While Baker Tilly expects to resolve all pending matters without any material detrimental impact to the firm, like most accounting firms of any size, the firm does not disclose or discuss its litigation. Litigation is generally disposed of in the normal course of business and under any applicable professional indemnity insurance policy. We enjoy the benefits of a positive reputation.

Providing an overview of our combination strategy and history

Baker Tilly US, LLP is a full-service accounting and advisory firm. The firm originated in 1931 as Edward A. Virchow, CPA and operated under that name until forming a partnership in 1953, creating Virchow, Krause & Company. **More than 40 combinations have occurred over the years.** In 2009, the firm registered as Baker Tilly Virchow Krause, LLP, with headquarters in Chicago when we became the exclusive branded U.S. member firm of Baker Tilly International. In 2020, our legal name changed to Baker Tilly US, LLP.

Through our combinations, we join forces with other reputable firms that share a common culture, vision and business philosophy with a strong and consistent commitment to exceptional service. Combining with other firms is a growth strategy that provides our firm with the opportunity to enter a new geography or strengthen our presence in an existing geographic market. It allows us to expand our client services and capabilities, as well as new areas of practice. Ultimately, combinations enhance our ability to meet our clients' needs. From an internal perspective, combinations offer increased opportunity for all of our associates, allowing them to work on a greater variety of clients in a broader geographic area and giving them the chance to develop their individual strengths and expertise.

Below is our firm's history of combinations:

OUR FIRM'S HISTORY OF COMBINATIONS

- Alan Chinn Group; Pleasanton, CA; December 2022
- Henry+Horne; Tempe, AZ; December 2022
- True Partners Consulting; Chicago, IL; November 2022
- Management Partners; Cincinnati, OH; October 2022
- Bader Martin; Seattle, WA; June 2022
- Vanilla; Brigg, North Lincolnshire, UK; May 2022
- Orchestrate Healthcare; West Palm Beach, FL; March 2022
- The Compliance Group; Carlsbad, CA; December 2021
- The MFA Companies®; Tewksbury, MA; December 2021
- Arnett, Carbis Toothman LLP; Charleston, West Virginia; November 2021
- Margolin, Winer & Evens, LLP; New York City, NY; November 2021
- AcctTwo; Houston and Dallas, TX; October 2021
- Brown Adams Agbayani LLP; Mountain View, CA; January 2021
- Squar Milner LLP; Irvine, CA; November 2020
- Oil and Gas Business Solutions; Dallas, TX; June 2020
- Talavant, Inc.; Madison, WI; April 2020

OUR FIRM'S HISTORY OF COMBINATIONS

- Montgomery Coscia Greilich LLP; Dallas, TX; June 2019
- Springsted Incorporated; St. Paul, MN; April 2019
- H.J. Umbaugh and Associates; Indianapolis, IN; March 2019
- RGL Forensics; Denver, CO; December 2018
- MiddletonRaines + Zapata; Houston, TX; October 2018
- Wright Johnson; Palm Beach, FL; January 2017
- Mesirow Financial Consulting (strategic lift-out); Atlanta, GA; February 2016
- SF&Company, CPAs and Business Advisors; York, Harrisburg, and State College, PA; November 2015
- Global Development Partners; Troy, MI; June 2015
- Wolinski & Company, CPA, PC; Detroit, MI; June 2015
- ParenteBeard, LLC; Philadelphia, PA; October 2014
- Holtz Rubenstein Reminick LLP; Melville, NY; June 2013
- Beers + Cutler; Tysons Corner, VA; December 2009
- Berc & Fox, Ltd.; Minneapolis, MN; January 2007
- Kleiman, Carney & Greenbaum, PC; Detroit, MI; June 2006
- William F. Gurrie & Co., Ltd.; Oak Brook, IL; June 2006
- Zalenko & Associates, P.C.; Southfield, MI; January 2005
- Critical Path Consulting, Ltd.; Minneapolis, MN; August 2004
- KGN Financial Group; Chicago, IL; August 2004
- Global Business Strategies; Milwaukee, WI; July 2004
- Nemes Allen & Company, PLLC; Bingham Farms, MI; November 2003
- Bethke & Associates, S.C.; Stevens Point, WI; July 2002
- Professional Consulting Associates, Inc.; Wausau, WI; June 2001
- Lund, Koehler, Cox & Arkema, LLP; Minnetonka, MN; January 2001
- Benson Accounting; Madison, WI; December 1999
- Bankers Service Corporation; Madison, WI; November 1999
- House, Nezerka & Froelich, P.A.; Bloomington, MN; November 1999
- Smith & Black, LLP; Lake Geneva, WI; October 1999
- Schumaker, Romenesko & Associates, S.C.; Appleton/Green Bay/Oshkosh/Wausau, WI; September 1999
- Morton, Nehls & Tierney, S.C.; Madison, WI; June 1999
- Conley McDonald, LLP; Brookfield, WI; September 1998
- McNally & Company; Janesville, WI; June 1995
- Adrian Helgeson and Company; Minneapolis, MN; October 1991

ENHANCING OUR ABILITY TO MEET YOUR NEEDS

We join forces with other reputable firms that share a common culture, vision and business philosophy with a strong and consistent commitment to exceptional service.



Financial responsibilities document

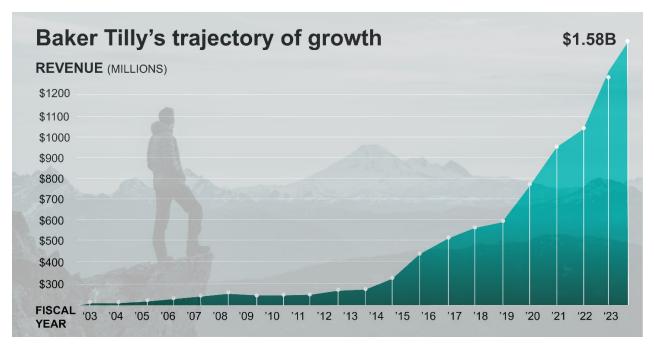
Financial responsibilities

Demonstrating our financial strength and stability

As a privately held firm and partnership, we do not publish or distribute our financial information to the public or to anyone without a signed nondisclosure agreement. In the event that Baker Tilly is selected as a finalist in the RFP process and additional financial information is required, we may release certain high-level financial information to the City of El Paso, provided the information is not posted or shared on any public website or forum and is not disclosed to any other vendors, candidates or clients.

Consistent growth in revenue and a diversified client base give Baker Tilly the stability and resources to address CoEP's long-term needs. Here are key points to consider regarding the financial strength and stability of our firm:

- Baker Tilly ranks as the 10th largest accounting firm in the United States, according to INSIDE Public Accounting's 2023 list of Top 500 Firms
- Baker Tilly serves thousands of both publicly traded and privately held clients ranging in size from \$1 million to billions of dollars in revenues.
- Baker Tilly has never filed for bankruptcy.



OUR FIRM'S TRAJECTORY OF GROWTH

Our firm has grown in revenue over the years, both organically and through strategic mergers and acquisitions.

Providing our bank reference

A letter of reference from U.S. Bank follows.



April 7, 2023

RE: Baker Tilly US, LLP

To Whom It May Concern:

Please be advised that Baker Tilly US, LLP is a customer of U.S. Bank for over 30 years and is in good standing. We are pleased to provide this letter of reference on behalf of Baker Tilly US, LLP.

Sincerely,

Matthew J. Schulz

Matthew J. Schulz Senior Vice President 414.758.0301

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. OFFICE USE ONLY CERTIFICATION OF FILING									
1	. Name of business entity filing form, and the city, state and country of the business entity's place of business.			Certificate Number: 2023-1083452						
	Baker Tilly US, LLP									
	Plano, TX United States		Date I	Filed:						
2	Name of governmental entity or state agency that is a party to the	e contract for which the form is	10/13/2023							
	being filed.	`	Data	V oknovijedaca:						
	City of El Paso, Texas		Date /	Acknowledged:						
					de e					
3	Provide the identification number used by the governmental enti- description of the services, goods, or other property to be provided	ty or state agency to track or identify ded under the contract.	the co	ontract, and prov	vide a					
	2024-0113R									
	Executive Recruiting Services									
_			T	Nature of	f interest					
4	Name of Interested Party	City, State, Country (place of busine	ess)	(check ap						
				Controlling	Intermediary					
			_							
5	5 Check only if there is NO Interested Party.									
6 UNSWORN DECLARATION										
	My name is Kate Crowky, and my date of birth is 11-6-1976.									
	My address is 4807 Innovate Lane, Madison, WI, 53718, USA. (street) (city) (state) (zip code) (country)									
	I declare under penalty of perjury that the foregoing is true and correct.									
	Executed in Dane County, State of Wisconsin on the 18th day of 120 ber, 2023.									
		11 00		,						
	Kel									
	Signature of authorized agent of contracting business entity (Declarant)									



Purchasing & Strategic Sourcing Department

Indebtedness Affidavit

THIS IS AN OFFICIAL PURCHASING DOCUMENT

Before me, the undersigned authority, on this day personally appeared <u>Kate Crowley</u> [FULL NAME] (hereafter "*Affiant*"), a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed stated as follows:

- A. Affiant is authorized and competent to give this affidavit and has personal knowledge of the facts and matters herein stated.
- B. Affiant is an authorized representative of the following company or firm: Baker Tilly US, LLP
 [Contracting Entity's Corporate or Legal Name] (hereafter, "Contracting Entity").
- C. Affiant is submitting this affidavit in response to the following bid: *Solicitation No.* 2024-0113R Executive Recruiting Services (Re-Bid) which is expected to be in an amount that exceeds \$50,000.00.,
- D. Contracting Entity is organized as a business entity as noted below (check box as applicable):

For Profit Entity (select below):

Sole Proprietorship Corporation Partnership X Limited Partnership

Joint Venture
Limited Liability Company
Other (Specify type in space provided below):

For Non-Profit Entity or Other (select below):

Non-Profit Corporation Unincorporated Association

E. The information shown below is true and correct for the Contracting Entity. If Contracting Entity is a sole proprietorship or partnership, list all owners of 5% or more of the Contracting Entity. Where the Contracting Entity is an unincorporated association, the required information has been shown for each officer. [Note: In all cases, use FULL name, business and residence addresses and telephone numbers.]

Contracting Entity:

Name	Baker Tilly US, LLP
Business Address [No./Street]	205 N Michigan Ave, 28th Fl
City/State/Zip Code	Chicago, IL 60601-5927
Telephone Number	+1 (312) 729 8000
Resident Address (if applicable)	2500 Dallas Parkway, Suite 300
City/State/Zip Code	Plano, Texas 75093
Telephone Number	+1 (972) 748 0300
Federal Tax ID Number	39-0859910
Texas Sales Tax Number	801287666

5% Owner(s) or Officers of Unincorporated Association ** (If none, state "None"):

Name	None
Business Address [No./Street]	
City/State/Zip Code	
Telephone Number	
Resident Address (if applicable)	
City/State/Zip Code	
Telephone Number	

^{**}Attach additional pages if necessary to supply the required names and addresses.

- F. Affiant understands that in accordance with Ordinance No. 016529 of the City of El Paso (the "City"), the City may refuse to award a contract to or enter into a transaction with Contracting Entity that is an apparent low bidder or successful proposer that is indebted to the City.
- G. Affiant understands that the term "*Debf*' shall mean any sum of money, which is owed to the City by a Contracting Entity, Owner, or Vendor, that exceeds one hundred dollars (\$100.00) and that has become Delinquent, as defined hereinafter. Such Debt shall include but not be limited to: (i) property taxes; (ii) hotel/motel occupancy taxes; and (iii) license and permit fees.
- H. Affiant understands that the term "*Delinquent*" shall mean any unpaid Debt that is past due for sixty (60) days or more and, which is not currently subject to challenge, protest, or appeal.
- I. Affiant represents that to the best of its knowledge, the Contracting Entity is not indebted to the City in any amounts as described in Item No. 7 above, as of the date of the submittal. If the Contracting Entity is indebted to the City, the following represents the type and estimated amount of indebtedness:
- J. If the Contracting Entity is indebted to the City, describe any payment arrangements that have been entered into to settle the Debt.
- K. In the event that the City refuses to do business with a Contracting Entity due to any indebtedness listed above or as determined by the City Financial Services Department, the Contracting Agency may appeal this determination in accordance with the appeal regulations in Ordinance 016529.

Affiant certifies that he is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein; and that the information provided herein is true and correct to the best of Affiant's knowledge and belief. Affiant understands that providing false information on this form shall be grounds for debarment and discontinuation of any/all business with the City of El Paso.

SUBSCRIBED AND SWORN to before me on this



Notary Public
Tricia L. Hoch
Printed Name

Commission Expires



Purchasing & Strategic Sourcing Department

Non-Collusion and Business Disclosure Affidavit

THIS IS AN OFFICIAL PURCHASING DOCUMENT

Before me, the undersigned official, on this day, personally appeared <u>Kate Crowley</u>, 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. I am over the age of 18, have never been convicted of a crime and am competent to make this affidavit.
- 2. I am a duly authorized representative of the following company or firm (the "Bidder") which is submitting a response to 2024-0113R Executive Recruiting Services (Re-Bid)

Daker Tilly OS, ELI (14tille of Blade	Baker Tilly U	US, LLP (I	Name of Bidden
---------------------------------------	---------------	------------	----------------

- 3. BY SUBMITTING THIS BID, I CERTIFY THAT BIDDER AND ITS AGENTS, OFFICERS OR EMPLOYERS HAVE NOT DIRECTLY OR INDIRECTLY ENTERED INTO ANY AGREEMENTS, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS PROPOSAL OR WITH ANY CITY OFFICIAL.
- 4. I have listed in <u>Paragraph 10</u> below all the names the Bidder uses and has used in the past and certify that I have disclosed all such names, including any assumed (DBA) names.
- 5. <u>Certificate of Organization</u>. In completing this Affidavit, I have attached a copy of the organization certificate issued by the Secretary of State of the state in which the company was organized (i.e. Certificate of Formation, Certificate of Good Standing, Statement of Operation or Registration and/or a copy of Assumed Name Certificate if the bidder/proposer used a trade name in the Solicitation documents is other than the name under which company was organized).
- 6. Material Change in Organization or Operation. Except as described in Paragraph 10 below, I certify that Bidder is not currently engaged nor does it anticipate that it will engage in any negotiation or activity that will result in the merger, transfer of organization, management reorganization or departure of key personnel within the next twelve (12) months that may affect the Bidder's ability to carry out the contract with the City of El Paso.
- 7. <u>Debarment/Suspension</u>. *Except as described in <u>Paragraph 10</u> below,* I certify that Bidder and its subcontractors, officers or agents are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any covered transactions by any federal, state or local department or agency. If such an event has occurred, state in <u>Paragraph 10</u> below, the reason for or the circumstances surrounding the debarment or suspension, including but, not limited to, the name of the governmental entity, the period of time for such debarment or suspension and provide the name and current phone number of a governmental contact person familiar with the debarment or suspension.
 - I understand the Bidder is obligated to immediately inform the City in the event that the Bidder is included in such a debarment/suspension list during the performance of this Contract with the City of El Paso.
- 8. <u>Default/Termination of Contracts</u>. *Except as described in <u>Paragraph 10</u> below*, I certify that, within the last 24 months, there are no Contract(s) between the Bidder and a governmental entity that have been terminated, with or without the Bidder's default. If such a contract has been terminated within the last 24 months, state in <u>Paragraph 10</u> below the reason for or circumstances surrounding the termination.
- 9. <u>Taxpayer Identification</u>. In completing this Affidavit, I have also attached a copy of a completed Form W-9 that shows the Bidder's taxpayer identification number (Employer Identification Number or Social Security Number). I understand that failure to provide this information may require the City to withhold 20% of payments due under the contract and pay that amount directly to the IRS.



10. Additional Information (state the number of paragraph above which corresponds to the information provided)

Paragraph 4. Our firm originated in 1931 as Edward A. Virchow, CPA and operated under that name until forming a partnership in 1953, which created Virchow, Krause & Company. More than 40 different combinations occurred over the years. In 2009, our firm registered as Baker Tilly Virchow Krause, LLP with headquarters in Chicago when we became the exclusive branded U.S. member firm of Baker Tilly International. In 2020, we changed our legal name to Baker Tilly US, LLP.

(Attach additional pages if needed)

Attached are the following:

(Rev. Sept. 2009)

Certificate of Organization (required by <u>Paragraph 5</u>)
Taxpayer Identification (required by <u>Paragraph 9</u>)

I understand that by providing false information on this Affidavit, I could be found guilty of a Class A misdemeanor or state jail felony under the Texas Penal Code, Section 37110. In addition, by providing false information on this Affidavit, the Bidder it could be considered not responsible on this and future solicitations, and such determination could result in the discontinuation of any/all business or contracts with the Bidder by the City of El Paso.

SUBSCRIBED AND SWORN to before me on this

NOTARY PUBLIC OF WISCONSIL

ricia L. Hod 1-31-2024

Commission Expires

508

Form **UPA-1003-(D)**

November 2021

Secretary of State

Department of Business Services Limited Liability Division 501 S. Second St., Rm. 357 Springfield, IL 62756 217-524-8008 ilsos.gov

Payment may be made by check payable to Secretary of State. If check is returned for any reason this filing will be void.

Illinois Uniform Partnership Act Renewal Statement of Domestic

SUBMIT IN DUPLICATE

Type or print clearly.

Filing Fee: \$ 5,000

DO NOT MAKE CHANGES ON THIS FORM. IF CHANGES ARE NECESSARY, AMENDMENT FORM

Approved:

FILE # Due Prior To: 4-1-20 23

This space for use by Secretary of State.

FILED

FEB 1 7 2023

ALEXI GIANNOULIAS SECRETARY OF STATE

THIS RENEWAL STATEMENT IS EFFECTIVE FOR ONE YEAR. LLP STATUS WILL EXPIRE IF THIS STATEMENT IS NOT FILED WITHIN 60 DAYS PRIOR TO THE ANNIVERSARY DATE OF THE ORIGINAL QUALIFICATION WITH THE SECRETARY OF STATE.

Limited Liability Partnership Name:	Baker Tilly US, LLP		
Federal Employer Identification Nun	nber (FEIN): 39-0859910		
Effective Date of Initial Qualificatio	n: 4/23/2009		
Address of Chief Executive Office (P	P.O. Box alone and C/O are unac	ceptable.):	
205 N. Michigan Avenue, Suite 2800,	Chicago, IL 60601		
Street Address	City	State	Zip
Illinois Registered Agent: Illinois Co	rporation Service Company		
3		ime	***************************************
Illinois Registered Office (P.O. Box a	lone and C/O are unacceptable.):	
801 Adlai Stevenson Drive,	Springfield	IL '	62703
Street Address	City		Zip
Total Number of Partners (minimum	of 2): 586		
Fee Per Partner (x \$100) (minimum	of \$200): <u>586</u> 00		
Total Filing Fee (In no event shall th	ne fee exceed \$5,000.):\$5,000)	
Brief statement of the business in w	which the partnership engages:		
Tax, assurance, and consulting service	ces		

8. The undersigned declares, under penalties of per application is to the best of my knowledge and l	jury, having authority to sign hereto, that this renewal belief, true, correct and complete.
Executed on February 14 Month, Day	$20\frac{23}{\text{Year}}$ by a partner.
Clar_	205 N. Michigan Ave, Floor 28
Signature	Street Address
Charles Droege Parthur	Chicago
Name and Title (type or print	City/Town
	IL, 60601-5927
Partner Name if a Corporation or other Entity	State 7in



OFFICE OF THE SECRETARY OF STATE

ALEXI GIANNOULIAS-Secretary of State

002125 FEBRUARY 17, 2023

ILLINOIS CORPORATION SERVICE COMPANY 801 ADLAI STEVENSON DRIVE SPRINGFIELD, IL 62703-4261

RE BAKER TILLY US, LLP

DEAR SIR OR MADAM:

ENCLOSED PLEASE FIND A FILED COPY OF THE STATEMENT OF AMENDMENT TO THE STATEMENT OF QUALIFICATION.

THE REQUIRED FILING FEE HAS BEEN RECEIVED AND CREDITED.

SINCERELY YOURS,

ALEXI GIANNOULIAS
ILLINOIS SECRETARY OF STATE
DEPARTMENT OF BUSINESS SERVICES
LIMITED LIABILITY DIVISION
217-524-8008

FORM **UPA-Amendment** (1001(h)/1102(g))

December 2020

Secretary of State

Department of Business Services Limited Liability Division 501 S. Second St., Rm. 357 Springfield, IL 62756 217-524-8008 www.cyberdriveillinois.com

Payment may be made by check payable to Secretary of State. If check is returned for any reason this filing will be void.

Illinois Uniform Partnership Act Statement of Amendment

SUBMIT IN DUPLICATE

Type or Print Clearly.

Filing Fee: \$29

Approved:

FILE #:002125

This space for use by Secretary of State.



FEB 1 7 2023

ALEXI GIANNOULIAS SECRETARY OF STATE

	_	
Feder	ral Employer Identification Number (FEIN): 39-0859910	
1. Pa	Partnership Name:Baker Tilly US, LLP	
2. St	State of Jurisdiction; Illinois	
3. Th	The Statement of Qualification is amended as follows: (Check a tem 4 below.) (For address changes — P.O. Box alone is unacce	Il applicable changes and specifiy them in otable.)
	an Illinois resident/company. b) Change in address of chief executive office (give new acceptance) of the company of the comp	ddress in item 4b). of partners in item 4c).
4. Li	ist all changes from item 3.	
a))	
b))	
c)	Current partner count is 586 in total.	
d)	·	
. •		
e) 		
	Iffective date of this amendment:	
	Upon filing by the Secretary of State Deferred effective data (not to exceed 30 days ofter the file.)	datali
_	☐ Deferred effective date (not to exceed 30 days after the file	Month, Day, Year
6. Th	he undersigned declares, under the penalty of perjury, under th foregoing is true, correct and complete.	e laws of the State of Illinois, that the
Execu	uted on the,,	by a partner.
	O Day Month	Year 205 N. Michigan Ave, Floor 28
_	Charles Droege OOVIVV	Street Address Chicago, IL 60601-5927
	Name (type or print)	City, State, ZIP

Name if a Corporation or other Entity

Form W-9

(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; of	do not leave this line blank.						
Baker Tilly US, LLP							
2 Business name/disregarded entity name, if different from above							
3 Check appropriate box for federal tax classification of the person whose nar following seven boxes.	me is entered on line 1. Check or	ly one of the	4 Exemple certain e instruction	ntities	not in	ndividu	
individual/sole proprietor or C Corporation S Corporation single-member LLC	n Partnership	Trust/estate	Exempt p	ayee (code (i	f any)	
Limited liability company. Enter the tax classification (C=C corporation, S	S=S corporation, P=Partnership)						
following seven boxes. individual/sole proprietor or single-member LLC Limited liability company. Enter the tax classification (C=C corporation, S Note: Check the appropriate box in the line above for the tax classification LLC if the LLC is classified as a single-member LLC that is disregarded from the owner for U.S. federal tax is is disregarded from the owner for U.S. federal tax is is disregarded from the owner should check the appropriate box for the S Other (see instructions) Limited Liability Partnership 5 Address (number, street, and apt. or suite no.) See instructions. PO Box 7398	from the owner unless the owner ourposes. Otherwise, a single-me	of the LLC is	Exemption code (if a		n FAT	CA rep	orting
Ø Other (see instructions) ► Limited Liability Partnership			(Applies to a	ccounts	maintair	ed outsic	te the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions.	Requ	iester's name	and addres	ss (opt	ional)		
6 City, state, and ZIP code							
Madison, WI 53707-7398							
7 List account number(s) here (optional)							
Part I Taxpayer Identification Number (TIN)							
Enter your TIN in the appropriate box. The TIN provided must match the na	me given on line 1 to avoid	Social se	curity nun	nber			
backup withholding. For individuals, this is generally your social security nuresident alien, sole proprietor, or disregarded entity, see the instructions for	mber (SSN). However, for a						
entitles, it is your employer identification number (EIN). If you do not have a							
TIN, later.		or		117			
Note: If the account is in more than one name, see the instructions for line	1. Also see What Name and	Employer	identifica	tion n	umbe	r	
Number To Give the Requester for guidelines on whose number to enter.		20	- 0 0	-		0 4	
		3 9	-08	5	9	9 1	0
Part II Certification							
Under penalties of perjury, I certify that:							
 The number shown on this form is my correct taxpayer identification num I am not subject to backup withholding because: (a) I am exempt from backup withholding as a result of a falluno longer subject to backup withholding; and 	ackup withholding, or (b) I have	e not been r	notified by	y the	Intern		
3. I am a U.S. citizen or other U.S. person (defined below); and							
4. The FATCA code(s) entered on this form (if any) indicating that I am exem	npt from FATCA reporting is	correct.					
Certification instructions. You must cross out item 2 above if you have been reyou have failed to report all interest and dividends on your tax return. For real execusition or abandonment of secured property, cancellation of debt, contribution other than interest and dividends, you are not required to sign the certification,	state transactions, item 2 does tions to an individual retiremer but you must provide your cor	not apply. For arrangement	or mortga it (IRA), ar	ge int	erest nerally	paid, , payr	nents
Sign Here Signature of U.S. person ► Jean Flatheux	Date	01/03/	2023				10.0
General Instructions	 Form 1099-DIV (divider funds) 	ds, including	those from	om st	ocks	or mu	tual
Section references are to the Internal Revenue Code unless otherwise noted.	 Form 1099-MISC (vario proceeds) 	us types of i	ncome, p	rizes,	awar	ds, or	gross
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.	 Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) 						
	 Form 1099-S (proceeds from real estate transactions) Form 1099-K (merchant card and third party network transactions) 						
Purpose of Form							
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIM) which may be your social security number.	Form 1098 (home mort 1098-T (tuition)), 1098-E	(Stuc	ient k	oan in	terest),
identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption	Form 1099-C (canceled						
taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other	Form 1099-A (acquisition Use Form W-9 only if your colors) to provide your colors.	ou are a U.S					The same of the sa
amount reportable on an information return. Examples of information returns include, but are not limited to, the following. • Form 1099-INT (interest earned or paid)	alien), to provide your co If you do not return For be subject to backup with	m W-9 to the					
Train 1000-1111 (Illiands) Galliau of Palu)	later.	moraling. Ode	, THE IS	Duon	-P- 46		



Subcontractor and/or Supplier Identification

The Bidder shall indicate below the name of each subcontractor and/or supplier the bidder will use in the performance of the contract. The Bidder shall specify the work to be performed by the subcontractor or the materials to be provided by the supplier, the amount of the subcontract or purchase order, and the percentage of the contract the Bidder will expand throughout the life of the contract. Any changes in subcontractor and/or supplier listed below shall require prior approval by the designated Contract Administrator or designee.

Name	Address & Phone Number	Service /Supplies	Subcontract Value	% of Contract
None				
	,	Total		

Use as many forms as needed.

Form W-9

(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

IFICETION	Hovelide Salvice P do to WWW.ins.gov// Grintro for inisa		THO THIS GOTT	
	1 Name (as shown on your income tax return). Name is required on this line; do Baker Tilly US, LLP	not leave this line blank.		
-	2 Business name/disregarded entity name, if different from above			
page 3.	Check appropriate box for federal tax classification of the person whose name following seven boxes.	e is entered on line 1. Check	only one of the	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
5 Individual/sole proprietor or C Corporation S Corporation Partnership Trust/estate single-member LLC		Exempt payee code (if any)		
等文	Limited liability company. Enter the tax classification (C=C corporation, S=	S corporation, P=Partnership	p) ►	
Print or type. Specific Instructions on page	Note: Check the appropriate box in the line above for the tax classification LLC if the LLC is classified as a single-member LLC that is disregarded fro another LLC that is not disregarded from the owner for U.S. federal tax pur is disregarded from the owner should check the appropriate box for the tax	m the owner unless the own rposes. Otherwise, a single-	er of the LLC is	Exemption from FATCA reporting code (if any)
5	Other (see instructions) ► Limited Liability Partnership			(Applies to accounts maintained outside the U.S.)
S	5 Address (number, street, and apt. or suite no.) See instructions.	Re	equester's name	and address (optional)
See	PO Box 7398			
0,	6 City, state, and ZIP code			
	Madison, WI 53707-7398			
	7 List account number(s) here (optional)			
Par	Taxpayer Identification Number (TIN)			
_	your TIN in the appropriate box. The TIN provided must match the name	e given on line 1 to avoid	Social se	curity number
backu	p withholding. For individuals, this is generally your social security num	ber (SSN). However, for a		
eside	nt alien, sole proprietor, or disregarded entity, see the instructions for P s, it is your employer identification number (EIN). If you do not have a ne	Part I, later. For other		
71N, la		umber, see now to get a	or	
	If the account is in more than one name, see the instructions for line 1.	Also see What Name and		identification number
	er To Give the Requester for guidelines on whose number to enter.			
			3 9	-0 8 5 9 9 1 0
Par	II Certification			
Under	penalties of perjury, I certify that:			
	number shown on this form is my correct taxpayer identification numb			
Ser	n not subject to backup withholding because: (a) I am exempt from bac vice (IRS) that I am subject to backup withholding as a result of a failure longer subject to backup withholding; and			
3. I an	n a U.S. citizen or other U.S. person (defined below); and			
	FATCA code(s) entered on this form (if any) indicating that I am exemp	ot from FATCA reporting i	is correct.	
you ha	ication instructions. You must cross out item 2 above if you have been no ave failed to report all interest and dividends on your tax return. For real est sition or abandonment of secured property, cancellation of debt, contribution than interest and dividends, you are not required to sign the certification, but	ate transactions, item 2 do	oes not apply. For	or mortgage interest paid, it (IRA), and generally, payments
Sign Here		Dar	te ► 01/03/	2023
Gei	neral Instructions	• Form 1099-DIV (divide funds)	lends, including	those from stocks or mutual
Section noted	on references are to the Internal Revenue Code unless otherwise	 Form 1099-MISC (va proceeds) 	rious types of in	ncome, prizes, awards, or gross
relate	e developments. For the latest information about developments d to Form W-9 and its instructions, such as legislation enacted hey were published, go to www.irs.gov/FormW9.	 Form 1099-B (stock of transactions by broken 		sales and certain other
		Form 1099-S (proceeds from real estate transactions)		
rur	pose of Form			ird party network transactions)
inform	dividual or entity (Form W-9 requester) who is required to file an nation return with the IRS must obtain your correct taxpayer	1098-T (tuition)), 1098-E (student loan interest),
	fication number (TIN) which may be your social security number , individual taxpayer identification number (ITIN), adoption	• Form 1099-C (cancel		
taxpa	yer Identification number (ATIN), or employer identification number			nment of secured property)
amou	to report on an information return the amount paid to you, or other nt reportable on an information return. Examples of information is included by the control of the contr	alien), to provide your	correct TIN.	. person (including a resident
	is include, but are not limited to, the following. n 1099-INT (interest earned or paid)			e requester with a TIN, you might What is backup withholding,

Legislation Text

File #: 24-1483, 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 Josh Acevedo, (915) 212-0002

AGENDA LANGUAGE:

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

Discussion and action that the City of El Paso supports the application by UTEP and a coalition of Community Based Organizations (CBOs) including Project Regeneracion, Los Exes de la Bowie, La Mujer Obrera, St. Francis Neighborhood Association, Barrio Lincoln Park Association, Corbin-Sambrano Neighborhood Association, Glenwood Water Association, Val Verde Vecinos Neighborhood Association, the Colonia of Montana Vista, Texas Tech University, Amanecer People's Project, Eco El Paso, Texas A&M AgriLife Extension -El Paso, La Semilla Food Center, and Houston in Action - El Paso to the U.S. Environmental Protection Agency (EPA) Fiscal Year 2024 Community Change grant program for Track I in the amount of \$20,000,000.00. The application does not require any matching funds from the City.

CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: Mayor and Council

AGENDA DATE: 10/22/2024

CONTACT PERSON NAME AND PHONE NUMBER:

Rep. Chris Canales, 915-212-0008 Rep. Josh Acevedo, 915-212-0002

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:

Goal 8 - Nurture & 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 that the City of El Paso supports the application by UTEP and a coalition of Community Based Organizations (CBOs) including Project Regeneracion, Los Exes de la Bowie, La Mujer Obrera, St. Francis Neighborhood Association, Barrio Lincoln Park Association, Corbin-Sambrano Neighborhood Association, Glenwood Water Association, Val Verde Vecinos Neighborhood Association, the Colonia of Montana Vista, Texas Tech University, Amanecer People's Project, Eco El Paso, Texas A&M AgriLife Extension-El Paso, La Semilla Food Center, and Houston in Action - El Paso to the U.S. Environmental Protection Agency (EPA) Fiscal Year 2024 Community Change grant program for Track I in the amount of \$20,000,000.00. The application does not require any matching funds from the City.

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?

UTEP and community partners are requesting that the City of El Paso support the Application for Track I to the U.S. Environmental Protection Agency (EPA) Fiscal Year (FY) 2024 Community Change grant program in the amount of \$20,000,000.00. The application does not require any matching funds from the City.

The application will be submitted by UTEP and a coalition of Community Based Organizations (CBOs) rooted in neighborhoods disproportionately impacted by pollution that have chosen and will have an active role in implementing the projects described below. Eight of these environmental justice neighborhoods are located in South Central El Paso and include: Duranguito (Project Regeneracion), Segundo Barrio (Los Exes de la Bowie), Barrio Chamizal (La Mujer Obrera), St. Francis Xavier (St. Francis Neighborhood Association), Lincoln Park (Barrio Lincoln Park Association), Corbin-Sambrano (Corbin-Sambrano Neighborhood Association), S. Glenwood St. (Glenwood Water Association), and Val Verde (Val Verde Vecinos Neighborhood Association) and the colonia of Montana Vista (EACH) located in Far East El Paso (outside City limits). The application also includes Texas Tech University and CBOs that work across the city and county, including Amanecer People's Project, Eco El Paso, Texas A&M AgriLife Extension-El Paso, La Semilla Food Center, and Houston in Action - El Paso.

The proposed projects align with the City's climate action goals and will provide direct benefits to those most impacted by climate change and air pollution in our community. The projects will be implemented through a robust community engagement and training plan and will include:

- Green infrastructure and nature-based solutions that will reduce GHG emissions, reduce ambient temperatures, and more by:
 - o Planting 2,000 trees on residential properties
 - Creating 4 cooling gardens (combination of open and green space, community gardens, and composting) and improving 1 existing cooling garden
 - o Creating an eco-hub
 - o Improving and restoring irrigation canals alongside homes
- Energy-efficient, healthy, resilient housing and buildings that will reduce GHG emissions, reduce ambient temperatures, reduce utility bills and improve health by:
 - Weatherizing at least 200 homes with new windows, cool roofs, and shade structures
 - Weatherizing and solarizing up to 20 affordable apartments
 - o Installing ambient solar lights for at least 150 homes
- Pollution reduction interventions that will reduce air pollution indoors by distributing 750 home air purifiers

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

Council has approved support for four other Community Change Grant applications.

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	

El Paso, TX

Legislation Text

File #: 24-1484, 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 Josh Acevedo, (915) 212-0002

AGENDA LANGUAGE:

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

Discussion and action that the City of El Paso supports the application by Texas Tech University and a coalition of Community Based Organizations (CBOs) including Project Regeneracion, Los Exes de la Bowie, La Mujer Obrera, St. Francis Neighborhood Association, Barrio Lincoln Park Association, Corbin-Sambrano Neighborhood Association, Glenwood Water Association, Val Verde Vecinos Neighborhood Association, the Colonia of Montana Vista, UTEP, Amanecer People's Project, Eco El Paso, Texas A&M AgriLife Extension-El Paso, La Semilla Food Center, and Houston in Action - El Paso to the U.S. Environmental Protection Agency (EPA) Fiscal Year 2024 Community Change grant program for Track II in the amount of up to \$3,000,000.00. The application does not require any matching funds from the City.

CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: Mayor and Council

AGENDA DATE: 10/22/2024

CONTACT PERSON NAME AND PHONE NUMBER:

Rep. Chris Canales, 915-212-0008 Rep. Josh Acevedo, 915-212-0002

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:

Goal 8 - Nurture & 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 that the City of El Paso supports the application by Texas Tech University and a coalition of Community Based Organizations (CBOs) including Project Regeneracion, Los Exes de la Bowie, La Mujer Obrera, St. Francis Neighborhood Association, Barrio Lincoln Park Association, Corbin-Sambrano Neighborhood Association, Glenwood Water Association, Val Verde Vecinos Neighborhood Association, the Colonia of Montana Vista, UTEP, Amanecer People's Project, Eco El Paso, Texas A&M AgriLife Extension-El Paso, La Semilla Food Center, and Houston in Action - El Paso to the U.S. Environmental Protection Agency (EPA) Fiscal Year 2024 Community Change grant program for Track II in the amount of up to \$3,000,000.00. The application does not require any matching funds from the City.

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?

UTEP and community partners are requesting that the City of El Paso support the Application for Track II to the U.S. Environmental Protection Agency (EPA) Fiscal Year (FY) 2024 Community Change grant program in the amount of up to \$3,000,000.00. The application does not require any matching funds from the City.

The application will be submitted by Texas Tech University and a coalition of Community Based Organizations (CBOs) rooted in neighborhoods disproportionately impacted by pollution. Eight of these environmental justice neighborhoods are located in South Central El Paso and include: Duranguito (Project Regeneracion), Segundo Barrio (Los Exes de la Bowie), Barrio Chamizal (La Mujer Obrera), St. Francis Xavier (St. Francis Neighborhood Association), Lincoln Park (Barrio Lincoln Park Association), Corbin-Sambrano (Corbin-Sambrano Neighborhood Association), S. Glenwood St. (Glenwood Water Association), and Val Verde (Val Verde Vecinos Neighborhood Association) and the colonia of Montana Vista (EACH) located in Far East El Paso (outside City limits). The application also includes UTEP and CBOs that work across the city and county, including Amanecer People's Project, Eco El Paso, Texas A&M AgriLife Extension-El Paso, La Semilla Food Center, and Houston in Action - El Paso.

The grant funds will be used to bolster the coalition members' staffing and costs related to meetings, trainings, communication, and more. The coalition will provide a series of trainings around localized health

and environmental issues and remedies, as well as how to advocate before different city, county, school board, state and federal entities and processes.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

Council has approved support for four other Community Change Grant applications.

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?	и .
N/A	

El Paso, TX

Legislation Text

File #: 24-1426, 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 7

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Luis Zamora, (915) 212-1552

AGENDA LANGUAGE:

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

An Ordinance amending the Future Land Use Map (FLUM) contained in "Plan El Paso" for the properties legally described as Tracts 20A, 20A2, 20B, 21 and 22A, Block 2, Ysleta Grant, City of El Paso, El Paso County, Texas, from O-3, Agriculture to G-7 Industrial.

Subject Property: 300 Nevarez and 546 Inglewood Applicant: RE Foundation, LLC. PLCP24-00004

CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: October 22, 2024
PUBLIC HEARING DATE: November 12, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553

Luis Zamora, (915) 212-1552

DISTRICT(S) AFFECTED: District 7

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.2 Improve the visual impression of the community

SUBJECT:

An Ordinance amending the Future Land Use Map (FLUM) contained in "Plan El Paso" for the properties legally described as Tracts 20A, 20A2, 20B, 21 and 22A, Block 2, Ysleta Grant, City of El Paso, El Paso County, Texas, from O-3, Agriculture to G-7 Industrial.

Subject Property: 300 Nevarez and 546 Inglewood Applicant: RE Foundation, LLC. PLCP24-00004

BACKGROUND / DISCUSSION:

The applicant is requesting to revise the Future Land Use Map designation from O-3, Agriculture to G-7 Industrial. This item is scheduled to be heard by the City Plan Commission on October 17, 2024. 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

*	**************************************	
DEPARTMENT HE		
DEPARIMENT HE	:AU:	

ORDINANCE NO.	
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AN ORDINANCE AMENDING THE FUTURE LAND USE MAP (FLUM) CONTAINED IN "PLAN EL PASO" FOR THE PROPERTIES LEGALLY DESCRIBED AS TRACTS 20A, 20A2, 20B, 21 AND 22A, BLOCK 2, YSLETA GRANT, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM O-3, AGRICULTURE TO G-7, INDUSTRIAL.

WHEREAS, *Plan El Paso*, as subsequently amended, was initially adopted by the El Paso City Council on March 6, 2012 pursuant to provisions of the Texas Local Government Code as the Comprehensive Plan for the City; and

WHEREAS, the Comprehensive Plan provides a basis for the City's regulations and policies that directs its physical and economic development; and

WHEREAS, the Future Land Use Map (FLUM) is one of the policies adopted by the El Paso City Council contained within the Comprehensive Plan which identifies desired land use patterns; and

WHEREAS, the City's Future Land Use Map serves as a guide to the type and manner of future development for the City of El Paso; and

WHEREAS, when changes and amendments to the zoning map are requested, the reviewing City departments and the City Plan Commission must make recommendations regarding the conformity of the proposed change to the City's Comprehensive Plan; and

WHEREAS, in some instances when a request to amend the zoning map does not conform to the Future Land Use Map, an amendment to that map may be required; and

WHEREAS, the City Plan Commission, after conducting a public hearing, recommended the proposed amendment to the Future Land Use Map; and

WHEREAS, after conducting a public hearing, the proposed amendment to the Future Land Use Map of *Plan El Paso* will have no negative impact upon the public health, safety, morals, and general welfare of the City, and will carry out the purpose and spirit of the policies expressed in *Plan El Paso*.

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

ORDINANCE NO.	PLCP24-00004
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- 1. That the areas identified in "Exhibit A" and legally described as Tracts 20A, 20A2, 20B, 21 and 22A, Block 2, Ysleta Grant, City of El Paso, El Paso County, Texas, be incorporated into the City's Comprehensive Plan, *Plan El Paso*, for all the purposes, including amending the Future Land Use Map from O-3, Agriculture to G-7, Industrial.
- 2. That *Plan El Paso* and its related documents, as herein modified, shall remain in full force and effect as to the long-range general policies for guiding growth and development in the City.

development in the City.	range general policies for guiding growth
ADOPTED this day of _	, 2024.
	THE CITY OF EL PASO
ATTEST:	Oscar Leeser Mayor
Laura D. Prine, City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Russell Abeln	Philip Ctive Philip Etiwe, Director
Russell Abeln	Philip Etiwe, Director
Senior Assistant City Attorney	Planning & Inspections Department

ORDINANCE NO.		NO.	1	CE	A	J,	IN	D	R	O
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Exhibit A



POLITICAL SUBDIVISION ZONING DESCRIPTION FOR RE FOUNDATION LLC LIMITS

DESCRIPTION OF A CALCULATED 39.498 ACRE TRACT OF LAND, SITUATED IN THE YSLETA GRANT, BLOCK NO. 2 AND COMPRISED OF TRACTS 21 AND 22A OF SAID YSLETA GRANT, BLOCK NO. 2 AND DESCRIBED AS A 23.270 ACRE TRACT CALLED TRACT IN A DEED TO RE FOUNDATION, LLC. OF RECORD IN DOCUMENT NO. 20190052500 OF THE OFFICIAL PUBLIC RECORDS OF EL PASO COUNTY, TEXAS, BEING ALSO COMPRISED OF TRACTS 20A,20A2, AND 20B, OF SAID YSLETA GRANT, BLOCK NO. 2 AND DESCRIBED IN A DEED TO RE FOUNDATION, LLC. OF RECORD IN DOCUMENT NO. 20180038866 OF THE OFFICIAL PUBLIC RECORDS OF EL PASO COUNTY, TEXAS; SAID CALCULATED 39.498 ACRE TRACT OF LAND, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point of record on the southwest line of Herrera Main Drain, a 60 foot right of way width, being on the south line of said Ysleta Grant Block No. 2, being also the north line of Socorro Grant Block No. 6, being also the southeast corner of Tract 20A2 of said Ysleta Grant Block No. 2, and being the northeast corner of Tract 4A2A of said Socorro Grant Block No. 6, for the southeast corner hereof;

THENCE, S 37° 44' W, with the common line of said Ysleta Grant Block No. 2 and said Socorro Grant Block No. 6, for a distance of 154.02 feet to a calculated point of record being the southwest corner of said Tract 20A2, the northwest corner of said Tract 4A2A, being also the southeast corner of said Tract 20A and the northeast corner of Tract 4A of said Socorro Grant Block No. 6:

THENCE, S 37° 44' W, continuing with the common line of said Ysleta Grant Block No. 2 and said Socorro Grant Block No. 6, for a distance of 238.42 feet to a calculated point of record being the southwest corner of said Tract 20A, the northwest corner of said Tract 4A, being also the southeast corner of said Tract 20B and the northeast corner of Tract 4B of said Socorro Grant Block No. 6;

THENCE, S 37° 44° W, continuing with the common line of said Ysleta Grant Block No. 2 and said Socorro Grant Block No. 6, for a distance of 584.60 feet to a calculated point of record being the southwest corner of said Tract 20B, the northwest corner of said Tract 4B, being also the southeast corner of said Tract 22A and the northeast corner of Tract 5A of said Socorro Grant Block No. 6;

THENCE, S 37° 44' W, continuing with the common line of said Ysleta Grant Block No. 2 and said Socorro Grant Block No. 6, for a distance of 765.27 feet to a calculated point of record on the northeast line of Nevarez Road, a 20 foot right of way, being the southwest corner of said Tract 22A, being also the northwest corner of said Tract 5A, for the southwest corner hereof;

Zamora, L.L.C. dba "ZWA" Firm No. 10062700 1425 South Loop 4, Buda, TX 78610 ~ P.O. Box 1036, Buda, TX 78610 Phone: 512-295-6201 ~ Fax: 512-295-6091

Page 1 of 4

2097-20A-City of El Paso

ORDINANCE NO.

PLCP24-00004

THENCE, with the northeast line of Nevarez Road and the west line of said Tract 21 and Tract 22A, the following two (2) courses and distances:

- 1) N 27° 27' 30" W, for a distance of 985.74 feet to a calculated point of record, and
- 2) N 00° 21' 34" E, for a distance of 749.67 feet to a calculated point of record on the south line of Inglewood Road. a 30 foot right of way, being also the northwest corner of said Tract 21, for the northwest corner hereof;

THENCE, N 75° 04' 10" E, with the south line of said Inglewood Road and the north line of said Tract 21, for a distance of 559.30 feet to a calculated point of record on the south line of said Inglewood Road, being the northeast corner of said Tract 21, being also the northwest corner of said Tract 20A

THENCE, N 75° 04' 10" E, continuing with the south line of said Inglewood Road and the north line of said Tract 20A, for a distance of 631.56 feet to a calculated point of record on the southwest line of said Herrera Main Drain, being also the northeast corner of said Tract 20A, and being the northeast corner hereof:

THENCE, S 33° 29° E, continuing with the southwest line of said Herrera Main Drain and the east line of said Tract 20A, for a distance of 423.88 feet to a calculated point of record on the southwest line of said Herrera Main Drain, being also the east line of said Tract 20A, and being the northeast corner of said Tract 20A2;

THENCE, S 33° 29' E, continuing with the southwest line of said Herrera Main Drain, for a distance of 236.14 feet to the POINT OF BEGINNING and containing 39.498 acres of land, more or less.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC § 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

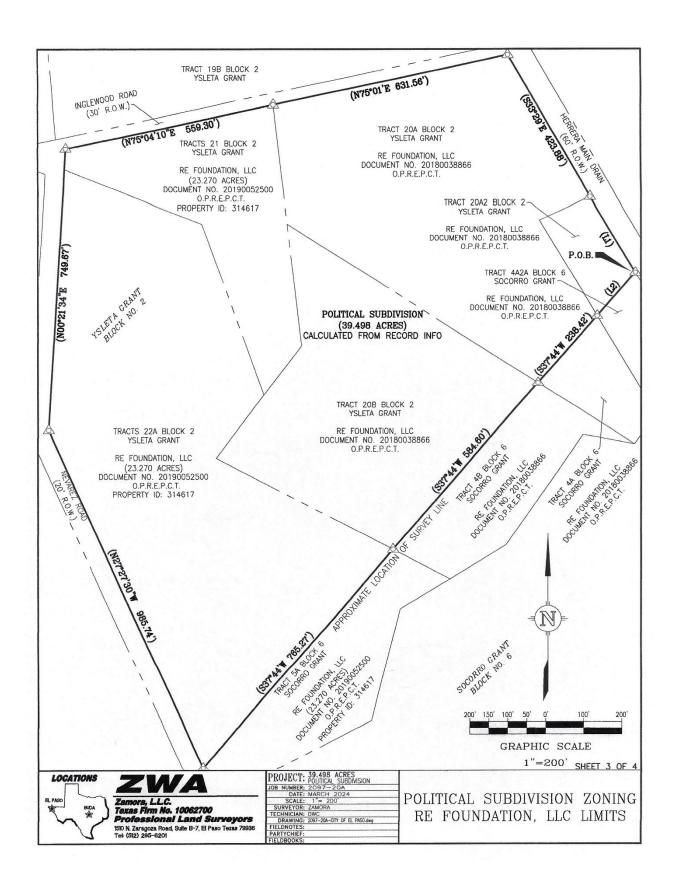
BEARINGS AND DISTANCES ALONG ALL LIMITS WERE TAKEN FROM RECORD INFORMATION AS NOTED. THESE TRACTS OF RECORD DO NOT MATHEMATICALLY FORM A CLOSED FIGURE.

Zamora, L.L.C. 1425 South Loop 4 Buda, Texas 78610 512-295-6201 Tx, Firm No. 10062700 G. Rene Zamora
Registered Professional Land Surveyor
No. 5682 – State of Texas

Zamora, L.L.C. dba "ZWA" Firm No. 10062700 1425 South Loop 4, Buda, TX 78610 ~ P.O. Box 1036, Buda, TX 78610 Phone: 512-295-6201 ~ Fax: 512-295-6091

Page 2 of 4

2097-20A-City of El Paso



LEGEND

CALCULATED POINT

P.O.B.

POINT OF BEGINNING

O.P.R.E.P.C.T. OFFICIAL PUBLIC RECORDS EL PASO COUNTY, TEXAS

()

RECORD INFORMATION

RE	CORD LINE	TABLE
LINE	DIRECTION	DISTANCE
L1	(S33°29'E)	(236.14')
L2	(S37*44'W)	(154.02')

NOTE:

THIS DOCUMENT WAS PREPARED UNDER 22 TAC § 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

BEARINGS AND DISTANCES ARE TAKEN FROM DOCUMENT NO. 20190052500, THE MAP OF YSLETA GRANT BLOCK NO. 2 AND THE MAP OF SOCORRO GRANT BLOCK NO. 6, THESE TRACTS OF RECORD DO NOT MATHEMATICALLY FORM A CLOSED

G. RENE ZAMOR REGISTERED PROFESSIONAL LAND SURVEYOR

TEXAS REGISTRATION NO. 5682

SHEET 4 OF 4

LOCATIONS

1510 N. Zaragoza Road, Suite B-7, El Paso Texas 79936 Tel: (512) 295-6201

PROJECT: 39,498 ACRES
POLITICAL SUBDIVISION
JOB NUMBER: 2097—20A
DATE: MARCH 2024
SCALE: 1"= 200
SURVEYOR: ZAMORA
TECHNICIAN: DWC
DRAWING: 2007–204–GITY OF EL PASÓJMY
FIELDANCES:
PARTYCHIEF:
FIELDROEVE-

POLITICAL SUBDIVISION ZONING RE FOUNDATION, LLC LIMITS

ORDINANCE NO.

PLCP24-00004



City of El Paso - City Plan Commission Staff Report

Case No: PLPC24-00002

Application Type: Comprehensive Plan Amendment

CPC Hearing Date: October 17, 2024

Staff Planner: Luis Zamora, 915-212-1552, ZamoraLF@elpasotexas.gov

Location: 300 Nevarez and 546 Inglewood

Legal Description: Tracts 20A, 20A2, 20B, 21 and 22A, Block 2, Ysleta Grant, City of El Paso, El

Paso County, Texas

Acreage: 39.498 acres

Rep District: 7

Existing Zoning: R-F (Ranch and Farm)

Existing Use: Vacant C/SC/SP/ZBA/LNC: N/A

Request: Change the Future Land Use Plan designation from O3, Agriculture to G7,

Industrial and/or Railyards

Proposed Use: Warehouse

Property Owner: RE Foundation, LLC **Applicant:** Armando Sotelo **Expresentative:** Lynette Nevarez Urias

SURROUNDING ZONING AND LAND USE

North: C-4/c (Commercial/conditions) / Warehouse

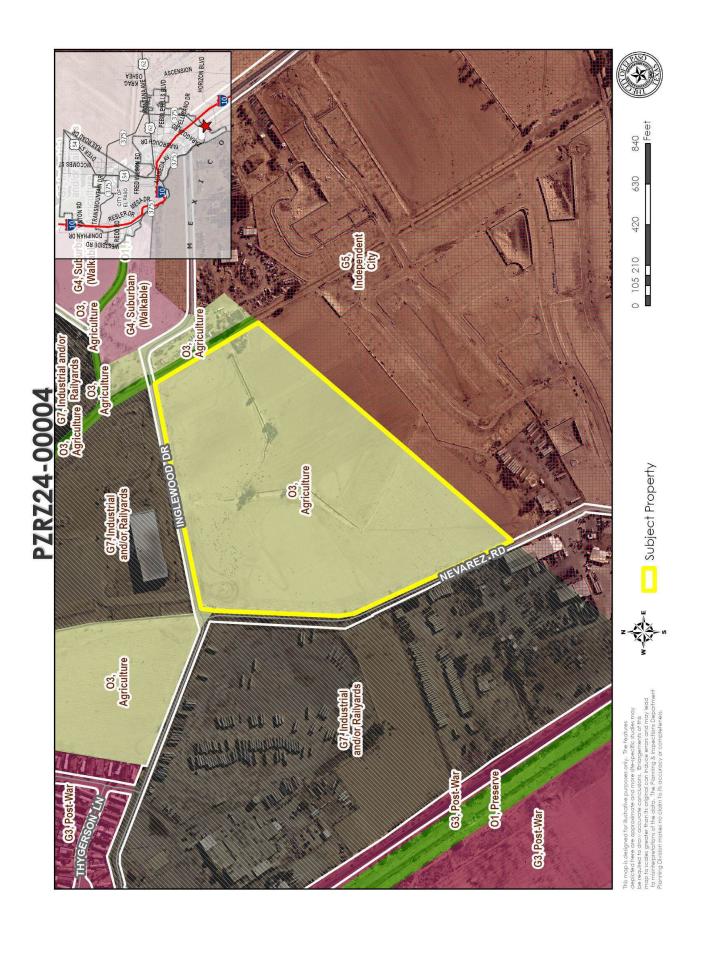
South: Socorro City Limits / Vacant **East:** R-F (Ranch and Farm) / Vacant

West: M-2/sc (Heavy Manufacture/special contract) / Warehouse, Heavy truck trailer storage

PLAN EL PASO DESIGNATION: O-3, Agriculture, (Mission Valley Planning Area)

NEAREST PARK: Caribe Park (1.95 Miles)

NEAREST SCHOOL: Hueco Elementary School (1.06 Miles)



El Paso, TX

Legislation Text

File #: 24-1431, 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 7

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Luis Zamora, (915) 212-1552

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of Tracts 20A, 20A2, 20B, 21 and 22A, Block 2, Ysleta Grant, 300 Nevarez and 546 Inglewood, City of El Paso, El Paso County, Texas, from R-F (Ranch-Farm) to C-4 (Commercial) 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: 300 Nevarez and 546 Inglewood Applicant: RE Foundation, LLC. PZRZ24-00004

CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: October 22, 2024
PUBLIC HEARING DATE: November 12, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553

Luis Zamora, (915) 212-1552

DISTRICT(S) AFFECTED: District 7

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.2 Improve the visual impression of the community

SUBJECT:

An Ordinance changing the zoning of Tracts 20A, 20A2, 20B, 21 and 22A, Block 2, Ysleta Grant, City of El Paso, El Paso County, Texas, from R-F (Ranch-Farm) to C-4 (Commercial). 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: 300 Nevarez & 546 Inglewood Applicant: RE Foundation, LLC. PZRZ24-00004

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone from R-F (Ranch-Farm) to C-4 (Commercial) to allow for a proposed general warehouse facility. As of October 8, 2024, the Planning Division has not received any communication in support or opposition to the rezoning request. This item is scheduled to be heard by the City Plan Commission on October 17, 2024. 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

**************************************	AUTHORIZATION*************

DEPARTMENT HEAD:

Philip Ctiwe

ORDINANCE NO.	
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AN ORDINANCE CHANGING THE ZONING OF TRACTS 20-A, 20-A-2, 20-B, 21, AND 22-A, BLOCK 2, YSLETA GRANT, 300 NEVAREZ AND 546 INGLEWOOD, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) TO C-4 (COMMERCIAL), AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of *Tracts 20-A, 20-A-2, 20-B, 21, and 22-A, Block 2, Ysleta Grant, 300 Nevarez and 546 Inglewood, located in the City of El Paso, El Paso County, Texas,* and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, be changed from **R-F (Ranch and Farm)** to **C-4 (Commercial)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following conditions which are necessitated by and attributable to the increased intensity of use generated by the change of zoning in order to protect the health, safety and welfare of the adjacent property owners and the residents of this City:

- 1. That prior to any certificates of occupancy, the portion of Inglewood Drive located within the subject property shall be re-aligned as shown in Exhibit B, attached hereto, and improved in accordance with Title 19 and the City's adopted Street Design Manual.
- 2. That a detailed site development plan shall be reviewed and approved per the El Paso City Code prior to the issuance of certificates of occupancy.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

(Signatures and date following page)

ORDINANCE NO.	Zoning Case No: PZRZ24-00004

	ADOPTED this	day of _	, <u>2024</u> .
			THE CITY OF EL PASO
ATTEST:			Oscar Leeser Mayor
Laura D. Prine City Clerk			
APPROVED A	S TO FORM:		APPROVED AS TO CONTENT:
Russell Ab	eln		Philip Ctive
Russell T. Abeln Senior Assistant	l		Philip Ctive Philip F. Etiwe, Director Planning & Inspections Department



POLITICAL SUBDIVISION ZONING DESCRIPTION FOR RE FOUNDATION LLC LIMITS

DESCRIPTION OF A CALCULATED 39.498 ACRE TRACT OF LAND, SITUATED IN THE YSLETA GRANT, BLOCK NO. 2 AND COMPRISED OF TRACTS 21 AND 22A OF SAID YSLETA GRANT, BLOCK NO. 2 AND DESCRIBED AS A 23.270 ACRE TRACT CALLED TRACT IN A DEED TO RE FOUNDATION, LLC. OF RECORD IN DOCUMENT NO. 20190052500 OF THE OFFICIAL PUBLIC RECORDS OF EL PASO COUNTY, TEXAS, BEING ALSO COMPRISED OF TRACTS 20A,20A2, AND 20B, OF SAID YSLETA GRANT, BLOCK NO. 2 AND DESCRIBED IN A DEED TO RE FOUNDATION, LLC. OF RECORD IN DOCUMENT NO. 20180038866 OF THE OFFICIAL PUBLIC RECORDS OF EL PASO COUNTY, TEXAS; SAID CALCULATED 39.498 ACRE TRACT OF LAND, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point of record on the southwest line of Herrera Main Drain, a 60 foot right of way width, being on the south line of said Ysleta Grant Block No. 2, being also the north line of Socorro Grant Block No. 6, being also the southeast corner of Tract 20A2 of said Ysleta Grant Block No. 2, and being the northeast corner of Tract 4A2A of said Socorro Grant Block No. 6, for the southeast corner hereof;

THENCE, S 37° 44° W, with the common line of said Ysleta Grant Block No. 2 and said Socorro Grant Block No. 6, for a distance of **154.02** feet to a calculated point of record being the southwest corner of said Tract 20A2, the northwest corner of said Tract 4A2A, being also the southeast corner of said Tract 20A and the northeast corner of Tract 4A of said Socorro Grant Block No. 6;

THENCE, S 37° 44' W, continuing with the common line of said Ysleta Grant Block No. 2 and said Socorro Grant Block No. 6, for a distance of 238.42 feet to a calculated point of record being the southwest corner of said Tract 20A, the northwest corner of said Tract 4A, being also the southeast corner of said Tract 20B and the northeast corner of Tract 4B of said Socorro Grant Block No. 6;

THENCE, S 37° 44° W, continuing with the common line of said Ysleta Grant Block No. 2 and said Socorro Grant Block No. 6, for a distance of 584.60 feet to a calculated point of record being the southwest corner of said Tract 20B, the northwest corner of said Tract 4B, being also the southeast corner of said Tract 22A and the northeast corner of Tract 5A of said Socorro Grant Block No. 6;

THENCE, S 37° 44° W, continuing with the common line of said Ysleta Grant Block No. 2 and said Socorro Grant Block No. 6, for a distance of 765.27 feet to a calculated point of record on the northeast line of Nevarez Road, a 20 foot right of way, being the southwest corner of said Tract 22A, being also the northwest corner of said Tract 5A, for the southwest corner hereof;

THENCE, with the northeast line of Nevarez Road and the west line of said Tract 21 and Tract 22A, the following two (2) courses and distances:

- 1) N 27° 27' 30" W, for a distance of 985.74 feet to a calculated point of record, and
- 2) N 00° 21' 34" E, for a distance of 749.67 feet to a calculated point of record on the south line of Inglewood Road. a 30 foot right of way, being also the northwest corner of said Tract 21, for the northwest corner hereof;

THENCE, N 75° 04' 10" E, with the south line of said Inglewood Road and the north line of said Tract 21, for a distance of 559.30 feet to a calculated point of record on the south line of said Inglewood Road, being the northeast corner of said Tract 21, being also the northwest corner of said Tract 20A

THENCE, N 75° 04' 10" E, continuing with the south line of said Inglewood Road and the north line of said Tract 20A, for a distance of 631.56 feet to a calculated point of record on the southwest line of said Herrera Main Drain, being also the northeast corner of said Tract 20A, and being the northeast corner hereof;

THENCE, S 33° 29' E, continuing with the southwest line of said Herrera Main Drain and the east line of said Tract 20A, for a distance of 423.88 feet to a calculated point of record on the southwest line of said Herrera Main Drain, being also the east line of said Tract 20A, and being the northeast corner of said Tract 20A2;

THENCE, S 33° 29' E, continuing with the southwest line of said Herrera Main Drain, for a distance of 236.14 feet to the POINT OF BEGINNING and containing 39.498 acres of land, more or less.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC § 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

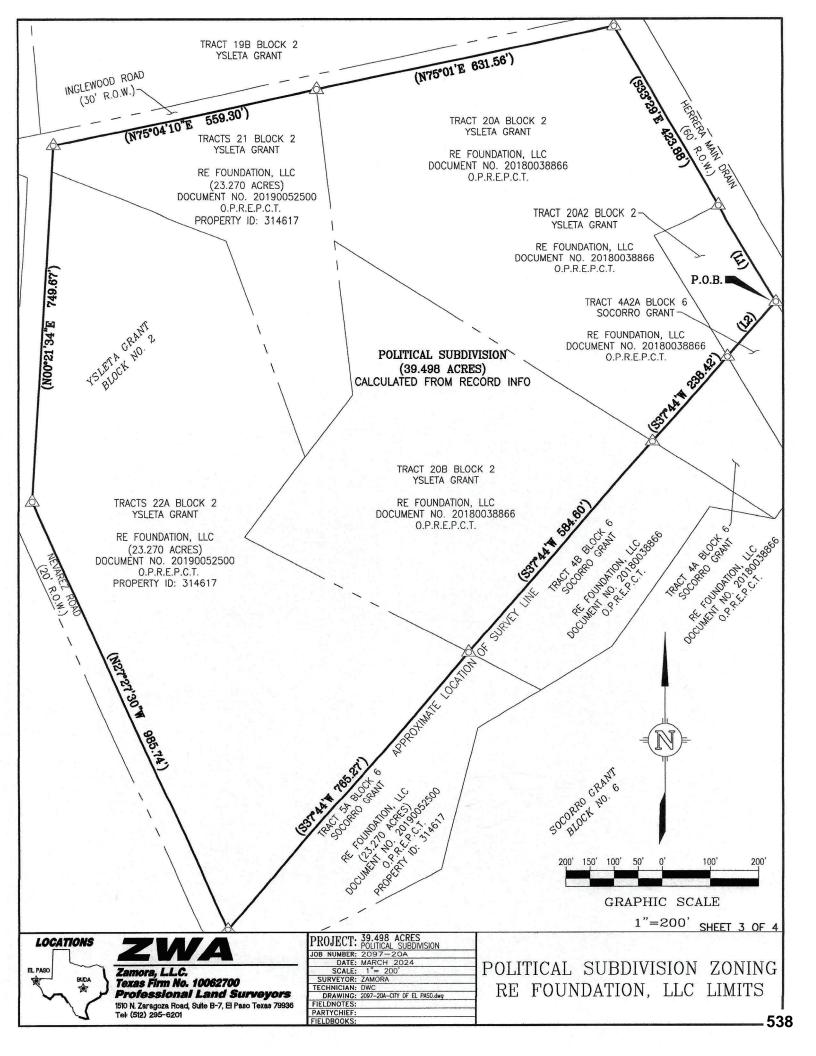
BEARINGS AND DISTANCES ALONG ALL LIMITS WERE TAKEN FROM RECORD INFORMATION AS NOTED. THESE TRACTS OF RECORD DO NOT MATHEMATICALLY FORM A CLOSED FIGURE.

Zamora, L.L.C. 1425 South Loop 4 Buda, Texas 78610 512-295-6201 Tx. Firm No. 10062700 G. Rene Zamora

Registered Professional Land Surveyor

No. 5682 – State of Texas

Zamora, L.L.C. dba "ZWA" Firm No. 10062700 1425 South Loop 4, Buda, TX 78610 ~ P.O. Box 1036, Buda, TX 78610 Phone: 512-295-6201 ~ Fax: 512-295-6091



LEGEND

CALCULATED POINT

P.O.B.

POINT OF BEGINNING

O.P.R.E.P.C.T. OFFICIAL PUBLIC RECORDS EL PASO COUNTY, TEXAS

()

RECORD INFORMATION

RECORD LINE TABLE					
LINE	DIRECTION	DISTANCE			
L1	(S33°29'E)	(236.14')			
L2	(S37°44'W)	(154.02')			

THIS DOCUMENT WAS PREPARED UNDER 22 TAC § 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

BEARINGS AND DISTANCES ARE TAKEN FROM DOCUMENT NO. 20190052500, THE MAP OF YSLETA GRANT BLOCK NO. 2 AND THE MAP OF SOCORRO GRANT BLOCK NO. 6, THESE TRACTS OF RECORD DO NOT MATHEMATICALLY FORM A CLOSED FIGURE.

G. RENÉ ZAMOR REGISTERED PROFESSIONAL LAND SURVEYOR

TEXAS REGISTRATION NO. 5682

SHEET 4 OF 4

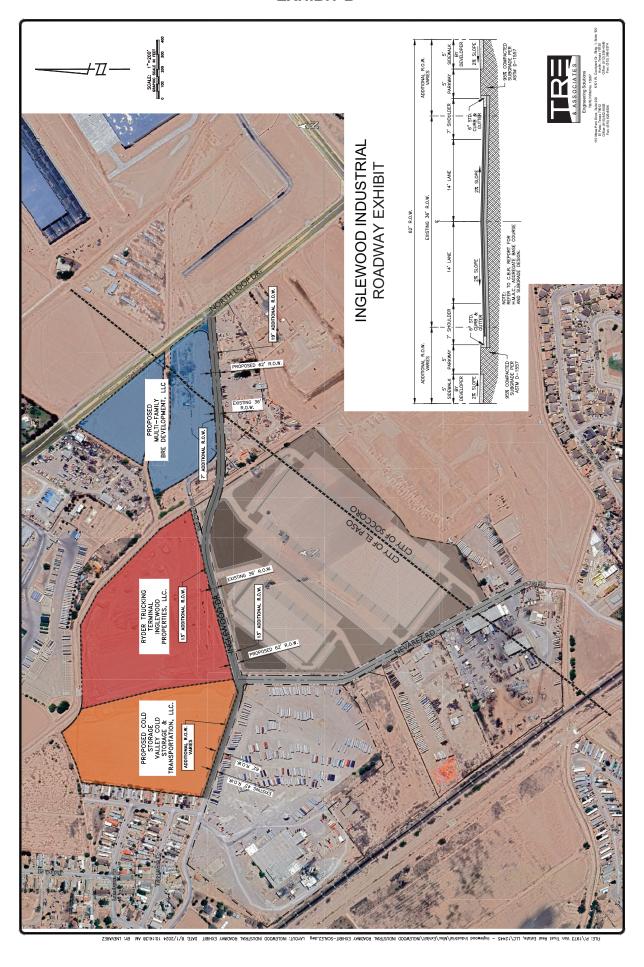


Texas Firm No. 10062700 Professional Land Surveyors 1510 N. Zaragoza Road, Suite B-7, El Paso Texas 79936 Tel: (512) 295-6201

A COLUMN TO SERVICE STATE OF THE PARTY OF TH	PROJECT:	39.498 ACRES POLITICAL SUBDIVISION
	JOB NUMBER:	2097-20A
		MARCH 2024
	SCALE:	1"= 200'
The State of the State of	SURVEYOR:	ZAMORA
	TECHNICIAN:	
	DRAWING:	2097-20A-CITY OF EL PASO.dwg
	FIELDNOTES:	
4	PARTYCHIEF:	
	FIELDBOOKS:	

POLITICAL SUBDIVISION ZONING RE FOUNDATION, LLC LIMITS

EXHIBIT B





City of El Paso - City Plan Commission Staff Report

Case No: PZRZ24-00004

Application Type: Rezoning

CPC Hearing Date: October 17, 2024

Staff Planner: Luis Zamora, 915-212-1552, ZamoraLF@elpasotexas.gov

Location: Generally Southeast of Americas and Southwest of North Loop

Legal Description: Tracts 20A, 20A2, 20B, 21 and 22A, Block 2, Ysleta Grant, City of El Paso, El

Paso County, Texas

Acreage: 39.498 acres

Rep District: 7

Existing Zoning: R-F (Ranch and Farm)

Existing Use: Vacant C/SC/SP/ZBA/LNC: N/A

Request: Rezone to C-4 (Commercial)

Proposed Use: Warehouse

Property Owner: RE Foundation, LLC **Applicant:** Armando Sotelo **Representative:** Lynette Nevarez Urias

SURROUNDING ZONING AND LAND USE

North: C-4/c (Commercial/conditions) / Warehouse

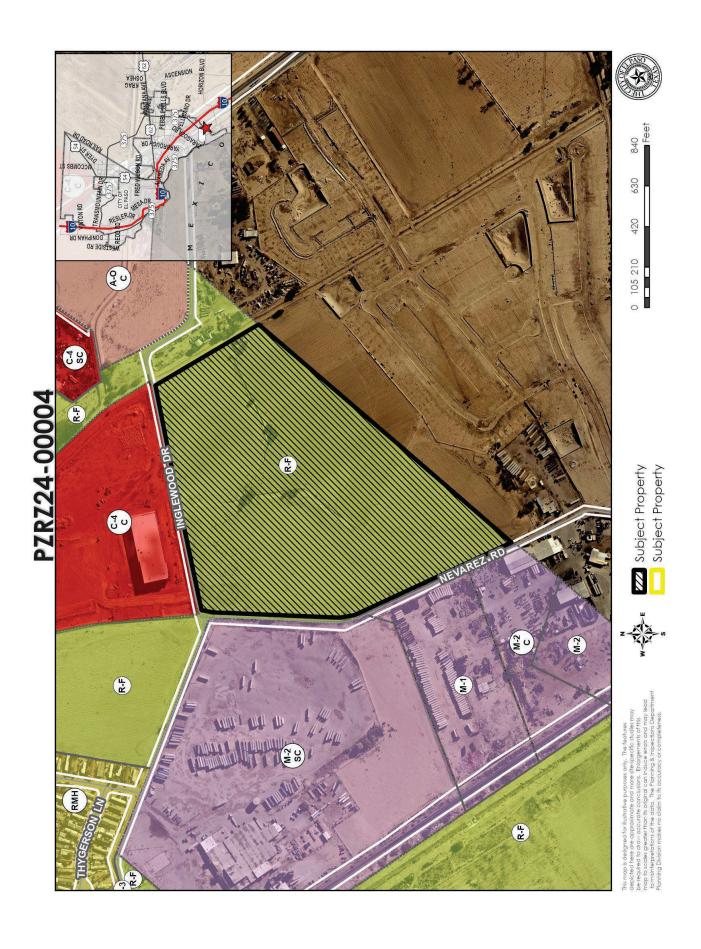
South: Socorro City Limits / Vacant **East:** R-F (Ranch and Farm) / Vacant

West: M-2/sc (Heavy Manufacture/special contract) / Warehouse, Heavy truck trailer storage

PLAN EL PASO DESIGNATION: O-3, Agriculture, (Mission Valley Planning Area)

NEAREST PARK: Caribe Park (1.95 Miles)

NEAREST SCHOOL: Hueco Elementary School (1.06 Miles)



Legislation Text

File #: 24-1427, 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 7

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Luis Zamora, (915) 212-1552

AGENDA LANGUAGE:

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

An Ordinance amending the Future Land Use Map (FLUM) contained in "Plan El Paso" for the properties legally described as Tract 16-A, Block 2, Ysleta Grant, City of El Paso, El Paso county, Texas, from O-3, Agriculture to G-7 Industrial.

Subject Property: 445 Inglewood

Applicant: Valley Cold Storage and Transportation. PLCP24-00005

CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: October 22, 2024
PUBLIC HEARING DATE: November 12, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553

Luis Zamora, (915) 212-1552

DISTRICT(S) AFFECTED: District 7

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.2 Improve the visual impression of the community

SUBJECT:

An Ordinance amending the Future Land Use Map (FLUM) contained in "Plan El Paso" for the properties legally described as Tract 16-A, Block 2, Ysleta Grant, City of El Paso, El Paso County, Texas, from O-3, Agriculture to G-7 Industrial.

Subject Property: 445 Inglewood

Applicant: Valley Cold Storage and Transportation. PLCP24-00005

BACKGROUND / DISCUSSION:

The applicant is requesting to revise the Future Land Use Map designation from O-3, Agriculture to G-7, Industrial. This item is scheduled to be heard by the City Plan Commission on October 17, 2024. 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

DEPARTMENT HE

Philip Clive

ORDINANCE NO.	
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AN ORDINANCE AMENDING THE FUTURE LAND USE MAP (FLUM) CONTAINED IN "PLAN EL PASO" FOR THE PROPERTIES LEGALLY DESCRIBED AS TRACT 16-A, BLOCK 2, YSLETA GRANT, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM O-3, AGRICULTURE TO G-7, INDUSTRIAL.

WHEREAS, *Plan El Paso*, as subsequently amended, was initially adopted by the El Paso City Council on March 6, 2012 pursuant to provisions of the Texas Local Government Code as the Comprehensive Plan for the City; and

WHEREAS, the Comprehensive Plan provides a basis for the City's regulations and policies that directs its physical and economic development; and

WHEREAS, the Future Land Use Map (FLUM) is one of the policies adopted by the El Paso City Council contained within the Comprehensive Plan which identifies desired land use patterns; and

WHEREAS, the City's Future Land Use Map serves as a guide to the type and manner of future development for the City of El Paso; and

WHEREAS, when changes and amendments to the zoning map are requested, the reviewing City departments and the City Plan Commission must make recommendations regarding the conformity of the proposed change to the City's Comprehensive Plan; and

WHEREAS, in some instances when a request to amend the zoning map does not conform to the Future Land Use Map, an amendment to that map may be required; and

WHEREAS, the City Plan Commission, after conducting a public hearing, recommended the proposed amendment to the Future Land Use Map; and

WHEREAS, after conducting a public hearing, the proposed amendment to the Future Land Use Map of *Plan El Paso* will have no negative impact upon the public health, safety, morals, and general welfare of the City, and will carry out the purpose and spirit of the policies expressed in *Plan El Paso*.

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

ORDINANCE NO.	PLCP24-00005
---------------	--------------

- 1. That the areas identified in "Exhibit A" and legally described as Tract 16-A, Block 2, Ysleta Grant, City of El Paso, El Paso County, Texas, be incorporated into the City's Comprehensive Plan, Plan El Paso, for all the purposes, including amending the Future Land Use Map from O-3, Agriculture to G-7, Industrial.
- That Plan El Paso and its related documents, as herein modified, shall remain in full and

۷.			range general policies for guiding growt	<i>'</i>	
	ADOPTED this	_ day of	, 2024.		
			THE CITY OF EL PASO		
ATTEST:			Oscar Leeser Mayor		
Laura D. Prin	ne, City Clerk				
APPROVEI	O AS TO FORM:		APPROVED AS TO CONTENT:		
Russell Abel			Philip Tiwe Philip Etiwe, Director		
Senior Assist	tant City Attorney		Planning & Inspections Department		

ORDINANCE NO.

PLCP24-00005

EXHIBIT A

METES AND BOUNDS

Tract 16-A, Block 2, YSLETA GRANT, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file under Volume 2383, Page 0706, Real Property Records, El Paso County, Texas, being more particularly described by metes and bounds as follows:

Commencing at the existing city monument lying on the centerline intersection of Newell Hays Street (50.00 feet Public Right-Of-Way) and Thygerson Lane (50.00 feet Public Right-Of-Way); Thence, South 26°58'57" East, a distance of 234.20 feet to a point for a boundary corner lying on the common boundary line of Lots 1 thru 17, Block 4, LOWER VALLEY MOBILE HOME and the property herein described being the "TRUE POINT OF BEGINNING" of this description;

THENCE, North 06°44′00" East, along said boundary line, a distance of 835.92 feet to a point for a boundary corner lying on the common boundary line of Tract 15-J 1-A, Block 2 YSLETA GRANT and the property herein described;

THENCE, North 81°56'00" East, along said boundary line, a distance of 28.29 feet to a point for a boundary corner;

THENCE, North 63°26'00" East, a distance of 341.68 feet to a point for a boundary corner;

THENCE, South 35°54'00" East, leaving said boundary line, a distance of 121.60 feet to a point for a boundary corner lying on the westerly right-of-way line of Juan de Herrera Main Lateral (60.00 feet Public Right-Of-Way):

THENCE, 74.42 feet, along said right-of way line and with a curve to the left, having a radius of 87.01 feet, a central angle of 49°00'12" and a chord which bears South 83°06'59" East, a distance of 72.17 feet to a point for a boundary corner lying on the common boundary line of Lot 1, Block 1, INGLEWOOD SUBDIVISION and the property herein described;

THENCE, South 14°50'00" East, along said boundary line, a distance of 609.00 feet to a point for a boundary corner;

THENCE, South 07°56'00" East, a distance of 510.00 feet to a point for a boundary corner;

THENCE, South 75°01'00" West, leaving said boundary line, a distance of 81.90 feet to a point for a boundary corner lying on the northerly right-of-way of Inglewood Road (60.00 feet Public Right-Of-Way);

THENCE, North 71°57'00" West, along said right-of-way, a distance of 759.12 feet back to the "TRUE POINT OF BEGINNING" of this description.

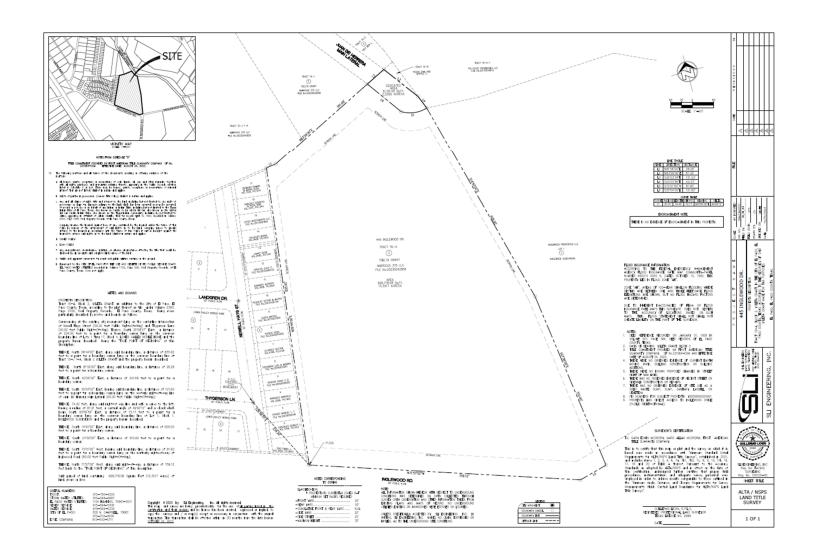
Said parcel of land containing 668,718.08 Square Feet (15.3517 Acres) of land, more or less.

A PLAT OF SURVEY OF EVEN DATE ACCOMPANIES THIS METES AND BOUNDS DESCRIPTION.

SLI ENGINEERING, INC.
Copsing Engineers—Land Surveyors

Guillermo Dison
Registered Professional Land Surveyor

Texas License No. 2998





City of El Paso - City Plan Commission Staff Report

Case No: PLCP24-00005

Application Type: Comprehensive Plan Amendment

CPC Hearing Date: October 17, 2024

Staff Planner: Luis Zamora, 915-212-1552, ZamoraLF@elpasotexas.gov

Location: 445 Inglewood Dr.

Legal Description: Tract 16-A, Block 2, Ysleta Grant, City of El Paso, El Paso County, Texas

Acreage: 15.35 acres

Rep District: 7

Existing Zoning: R-F (Ranch and Farm)

Existing Use: Vacant

Request: Change the Future Land Use Plan designation from O3, Agriculture to G7,

Industrial and/or Railyards

Proposed Use: General Warehouse

Property Owner: Valley Cold Storage and Transportation Valley Cold Storage and Transportation

Representative: SLI Engineering Inc

SURROUNDING ZONING AND LAND USE

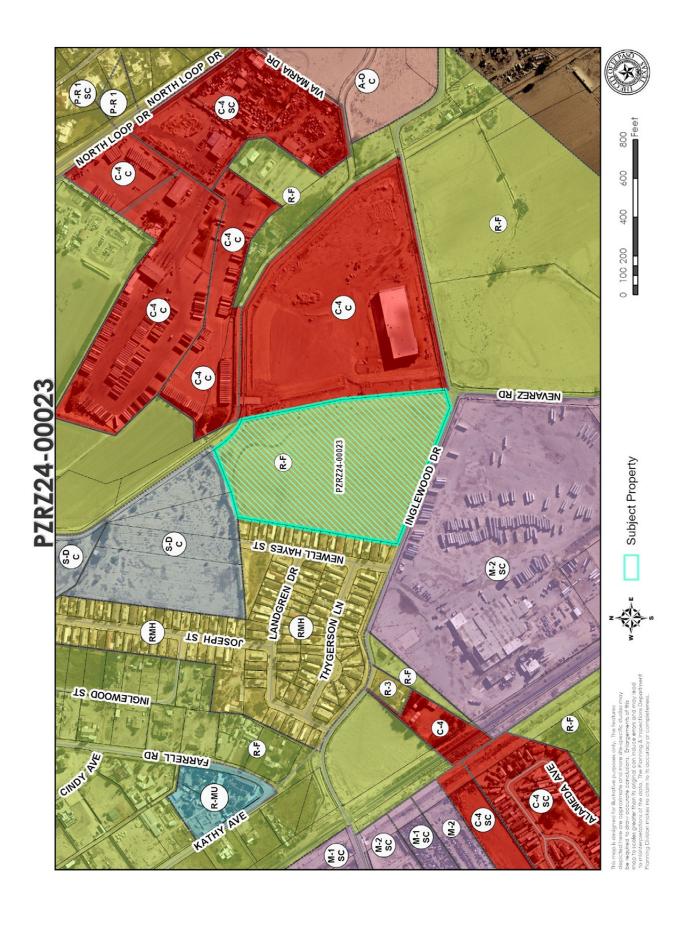
North: S-D/c (Special Development/conditions) / Vacant

South: M-2/sc (Manufacturing/special contract) / Freight terminal East: C-4/c (Commercial/conditions) / General warehouse West: RMH (Residential Mobile Home) / Residential dwellings

PLAN EL PASO DESIGNATION: O3, Agriculture, (Mission Valley Planning Area)

NEAREST PARK: Caribe Park (1.9 Miles)

NEAREST SCHOOL: Del Valle High School (2.4 Miles)



DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit. A person making a contribution, including the contributor's spouse. "Contributor" "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district. "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item. "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	
Business Name	
Agenda Item Type	
Relevant Department	

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

I have NOT made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor	1/0/188/28	
District 1	1/W/8 4\	301711
District 2	正多一	2 6
District 3	148	21011
District 4	11 130000	5/ //
District 5	11/1/288	
District 6	AFY A	5//
District 7	VIX.	
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.

Signature:	7	1		Date:	4-25-2024	
oignataro.	///	9				

El Paso, TX

Legislation Text

File #: 24-1432, 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 7

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Luis Zamora, (915) 212-1552

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of Tract 16-A, Block 2, Ysleta Grant, 445 Inglewood, City of El Paso, El Paso County, Texas, from R-F (Ranch-Farm) to C-4 (Commercial). 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: 445 Inglewood

Applicant: Valley Cold Storage and Transportation. PZRZ24-00023

CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: October 22, 2024
PUBLIC HEARING DATE: November 12, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553

Luis Zamora, (915) 212-1552

DISTRICT(S) AFFECTED: District 7

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.2 Improve the visual impression of the community

SUBJECT:

An Ordinance changing the zoning of Tract 16-A, Block 2, Ysleta Grant, City of El Paso, El Paso County, Texas, from R-F (Ranch-Farm) to C-4 (Commercial). 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: 445 Inglewood

Applicant: Valley Cold Storage and Transportation. PZRZ24-00023

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone from R-F (Ranch-Farm) to C-4 (Commercial) to allow for a proposed general warehouse facility. As of October 8, 2024, the Planning Division has not received any communication in support or opposition to the rezoning request. This item is scheduled to be heard by the City Plan Commission on October 17, 2024. 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*************	
REQUIRED AUTHORIZATION	

DEPARTMENT HEAD:

Philip Etiws

AN ORDINANCE CHANGING THE ZONING OF TRACT 16-A, BLOCK 2, YSLETA GRANT, 445 INGLEWOOD, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) TO C-4 (COMMERCIAL), AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of *Tract 16-A*, *Block 2*, *Ysleta Grant*, *445 Inglewood*, *located in the City of El Paso*, *El Paso County*, *Texas*, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, be changed from **R-F** (**Ranch and Farm**) to **C-4** (**Commercial**), as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following conditions which are necessitated by and attributable to the increased intensity of use generated by the change of zoning in order to protect the health, safety and welfare of the adjacent property owners and the residents of this City:

- 1. That no building(s) shall be constructed closer than fifty feet (50') to property lines adjacent to residential zone districts or uses
- 2. That an eight-foot (8') high masonry wall be required to be placed along the property lines abutting residential zone districts or uses.
- 3. That a ten-foot (10') landscaped buffer with high-profile native or naturalized canopy trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at thirty feet (30') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.
- 4. That a minimum 500-foot distance be required between any establishments meeting both of the following criteria:
 - a. Establishment deriving 51 % or more of their income from the sale of alcoholic beverages for on-premise consumption; and
 - b. Providing outdoor amplified sound.
- 5. That a detailed site development plan shall be reviewed and approved per the El Paso City Code prior to the issuance of certificates of occupancy. The detailed site development plan included as part of the rezoning request, shall satisfy this requirement.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

(Signatures and date following page)

Ordinance: HQ24-3707|Trans#592086|P&I 445 Inglewood Ordinance RTA

	ADOPTED this	_ day of _	, <u>2024</u> .
			THE CITY OF EL PASO
ATTEST:			Oscar Leeser Mayor
Laura D. Prine City Clerk			
APPROVED A	S TO FORM:		APPROVED AS TO CONTENT:
Russell At Russell T. Abelr Senior Assistant	1		Philip Ctiwe Philip F. Etiwe, Director Planning & Inspections Department

Ordinance: Zoning Case No: PZRZ24-00023

HQ24-3707|Trans#592086|P&I 445 Inglewood Ordinance RTA

EXHIBIT A

METES AND BOUNDS

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THENCE, North 06°44'00" East, along said boundary line, a distance of 835.92 feet to a point for a boundary corner lying on the common boundary line of Tract 15-J 1-A, Block 2 YSLETA GRANT and the property herein described;

THENCE, North 81°56'00" East, along said boundary line, a distance of 28.29 feet to a point for a boundary corner;

THENCE, North 63°26'00" East, a distance of 341.68 feet to a point for a boundary corner;

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THENCE, South 75°01'00" West, leaving said boundary line, a distance of 81.90 feet to a point for a boundary corner lying on the northerly right-of-way of Inglewood Road (60.00 feet Public Right-Of-Way);

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Said parcel of land containing 668,718.08 Square Feet (15.3517 Acres) of land, more or less.

A PLAT OF SURVEY OF EVEN DATE ACCOMPANIES THIS METES AND BOUNDS

DESCRIPTION.

SLI MAGDEERING, INC. Consuming Engineers—Land Survey

Guillermo Dicon Registered Professional Land Surveyo

Texas License No. 2998

DR

445

9 0

CIVIL LAND LAND 6600 W EL P (915

GUILLERMO LICON 2998 N

SLI ENGINEERING, INC.

Reg. No. F-1902

SURVEYING

Reg. No. 100120-00

SHEET TITLE

ALTA / NSPS

LAND TITLE

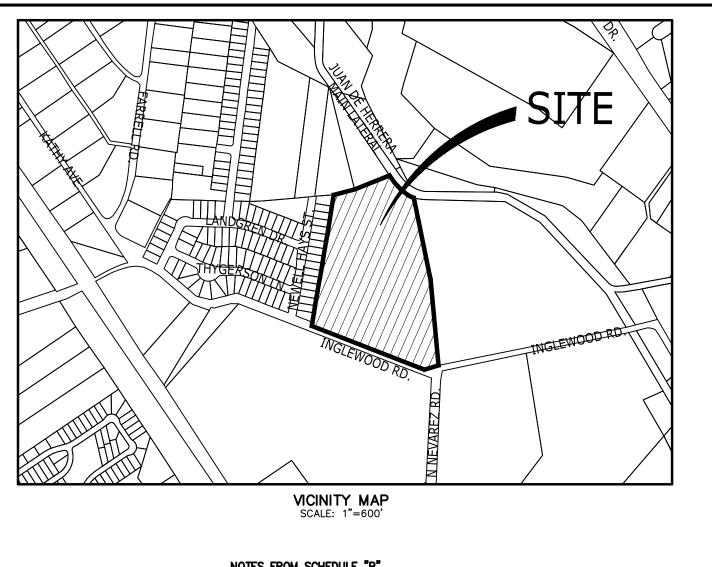
SURVEY

1 OF 1

ပ်

ENGINE

SLI



NOTES FROM SCHEDULE "B"

TITLE COMMITMENT PROVIDED BY FIRST AMERICAN TITLE GUARANTY COMPANY GF No. 231564—COM EFFECTIVE DATE: AUGUST 24, 2023.

10. The following matters and all terms of the documents creating or offering evidence of the

a. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed. Blanket in nature and applies.

b. Rights of parties in possession. (Owners Title Policy) Blanket in nature and applies.

c. Any and all claims of right, title and interest to the land, including but not limited to any right of possession or claim for damages relating to the land which has been asserted or may be asserted, of record or not, by or on behalf of any Indian or Indian Tribe, including but not limited to the Tigua Indian Tribe of El Paso, Texas, also known as Pueblo De La Ysleta del Sur, also known as the Ysleta del Sur Pueblo Indian Tribe, also known as the Tigua Indian Community, including by not limited to claims appearing in Affidavit of Julian Granillo, filed for record April 16, 1993, recorded in Volume 2553, Page 1958, Real Property Records of El Paso County, Texas.

Company insures the Insured against loss, if any, sustained by the insured under the terms of this Policy by reason of the enforcement of said rights as to the land. Company agrees to provide defense to the Insured in accordance with the terms of this Policy if suit is brought against the Insured to enforce said rights as to the land. Blanket in nature and applies.

- d. OWNER POLICY
- e. LOAN POLICY
- f. Any encroachment, encumbrance, violation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
- g. Visible and apparent easements for roads and public utilities existing on the ground.
- h. Easement to the CITY OF EL PASO FOR THE USE AND BENEFIT OF ITS PUBLIC SERVICE BOARD (EL PASO WATER UTILITIES) recorded in Volume 1735, Page 526, Real Property Records, of El Paso County, Texas. Does not apply.

METES AND BOUNDS

PROPERTY DESCRIPTION:

Tract 16-A, Block 2, YSLETA GRANT, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file under Volume 2383, Page 0706, Real Property Records, El Paso County, Texas, being more particularly described by metes and bounds as follows:

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Said parcel of land containing 668,718.08 Square Feet (15.3517 Acres) of

USEFUL NUMBERS

E.P.E. COMPANY

STORM WATER UTILITIES: EL PASO WATER UTILITIES: SEWER SERVICE: WATER SERVICE: CITY OF EL PASO:

land, more or less.

915-790-4200 915-594-5687 1154 HAWKINS, 79961-0511 915-594-5330 915-594-5330 300 N. CAMPBELL, 79901 915-212-0000

915-543-5711

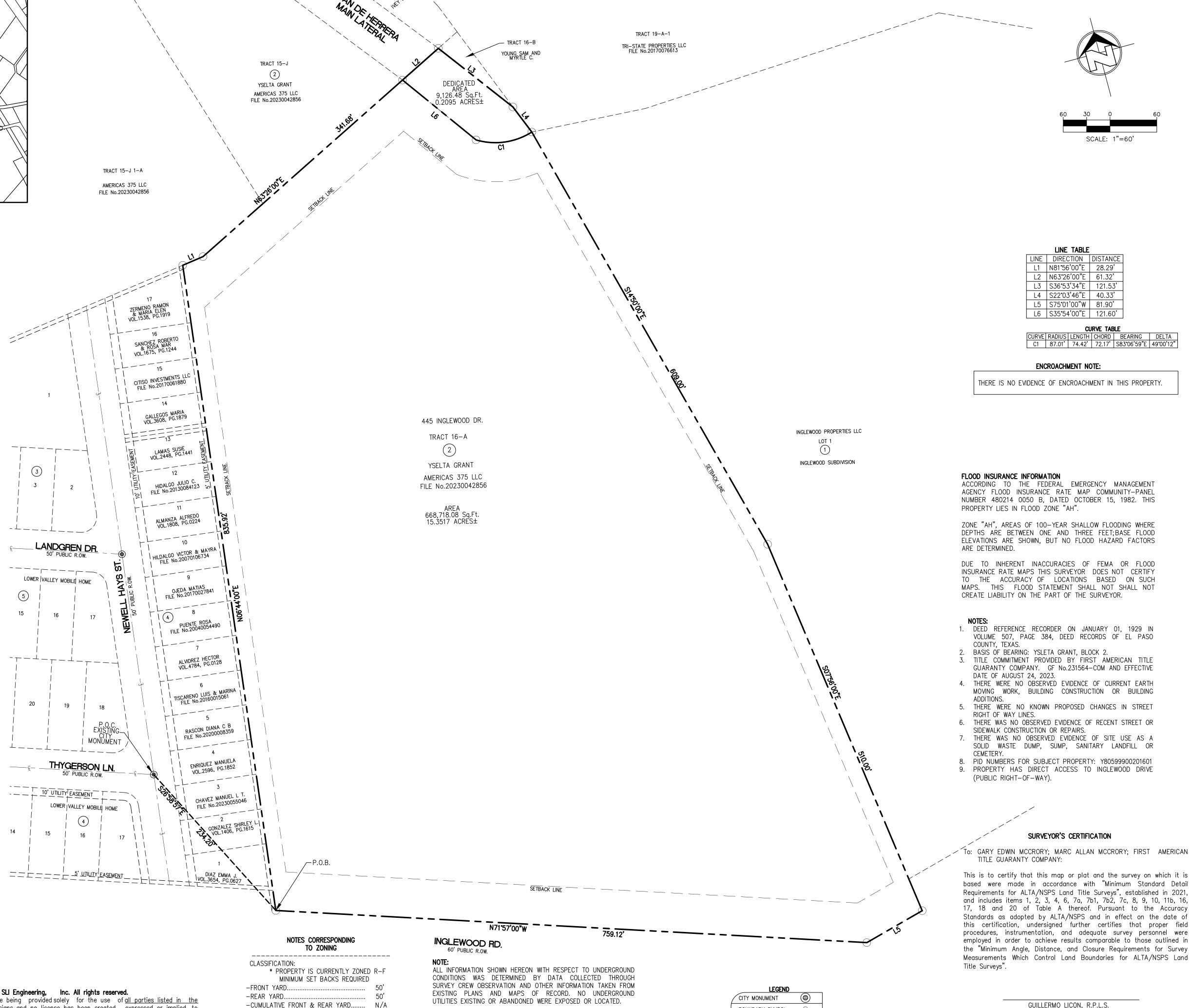
Copyright © 2023 by SLI Engineering, Inc. All rights reserved.

This map and survey are being provided solely for the use of all parties listed in the certification and their assigns 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 OCTOBER 25, 2023.

-SIDE YARD .

-SIDE STREET

-MAXIMUM HEIGHT ..



UNLESS SPECIFICALLY ACCEPTED BY SLI ENGINEERING. INC. IN

WRITING, SLI ENGINEERING, INC. MAKES NO CLAIM, EXPRESSED OR

IMPLIED, AS TO THE UNDERGROUND SITE CONDITIONS.

L5 | S75°01'00"W | 81.90' | L6 |S35°54'00"E | 121.60' CURVE TABLE CURVE RADIUS LENGTH CHORD | BEARING | DELTA C1 87.01' 74.42' 72.17' S83'06'59"E 49'00'12" **ENCROACHMENT NOTE:** THERE IS NO EVIDENCE OF ENCROACHMENT IN THIS PROPERTY. FLOOD INSURANCE INFORMATION ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NUMBER 480214 0050 B, DATED OCTOBER 15, 1982. THIS PROPERTY LIES IN FLOOD ZONE "AH". ZONE "AH". AREAS OF 100-YEAR SHALLOW FLOODING WHERE DEPTHS ARE BETWEEN ONE AND THREE FEET; BASE FLOOD ELEVATIONS ARE SHOWN, BUT NO FLOOD HAZARD FACTORS ARE DETERMINED. DUE TO INHERENT INACCURACIES OF FEMA OR FLOOD INSURANCE RATE MAPS THIS SURVEYOR DOES NOT CERTIFY TO THE ACCURACY OF LOCATIONS BASED ON SUCH MAPS. THIS FLOOD STATEMENT SHALL NOT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR. 1. DEED REFERENCE RECORDER ON JANUARY 01, 1929 IN VOLUME 507, PAGE 384, DEED RECORDS OF EL PASO COUNTY, TEXAS. BASIS OF BEARING: YSLETA GRANT, BLOCK 2. TITLE COMMITMENT PROVIDED BY FIRST AMERICAN TITLE GUARANTY COMPANY. GF No.231564-COM AND EFFECTIVE DATE OF AUGUST 24, 2023. 4. THERE WERE NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING

SURVEYOR'S CERTIFICATION

GUILLERMO LICON, R.P.L.S.

TEXAS LICENSE NO. 2998

DATE: _____

REGISTERED PROFESSIONAL LAND SURVEYOR

TITLE GUARANTY COMPANY:

BOUNDARY SYMBOL

BOUNDARY LINE

SETBACK LINE

LINE TABLE

L2 | N63°26'00"E | 61.32' | L3 |S36°53'34"E | 121.53' L4 | S22°03'46"E | 40.33'

LINE DIRECTION DISTANCE L1 | N81°56'00"E | 28.29'

SCALE: 1"=60'



City of El Paso - City Plan Commission Staff Report

Case No: PZRZ24-00023

Application Type: Rezoning

CPC Hearing Date: October 17, 2024

Staff Planner: Luis Zamora, 915-212-1552, ZamoraLF@elpasotexas.gov

Location: 445 Inglewood Dr.

Legal Description: Tract 16-A, Block 2, Ysleta Grant, City of El Paso, El Paso County, Texas

Acreage: 15.35 acres

Rep District: 7

Existing Zoning: R-F (Ranch and Farm)

Existing Use: Vacant

Request: To rezone from R-F (Ranch and Farm) to C-4 (Commercial)

Proposed Use: General Warehouse

Property Owner: Valley Cold Storage and Transportation Valley Cold Storage and Transportation

Representative: SLI Engineering Inc

SURROUNDING ZONING AND LAND USE

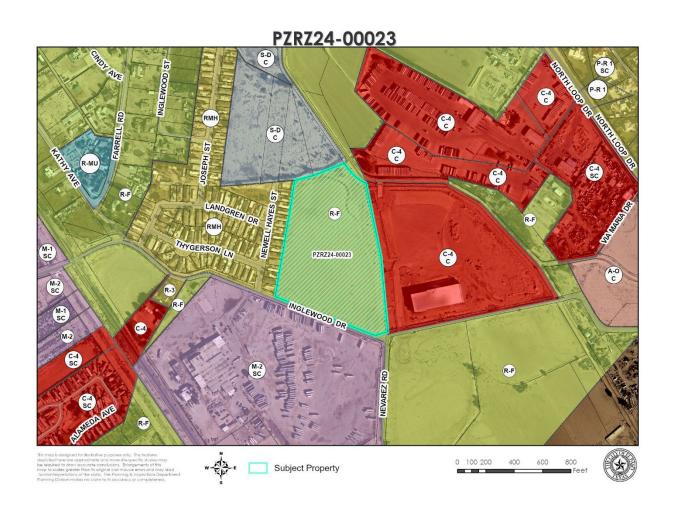
North: S-D/c (Special Development/conditions) / Vacant

South: M-2/sc (Manufacturing/special contract) / Freight terminal East: C-4/c (Commercial/conditions) / General warehouse West: RMH (Residential Mobile Home) / Residential dwellings

PLAN EL PASO DESIGNATION: O3, Agriculture, (Mission Valley Planning Area)

NEAREST PARK: Caribe Park (1.9 Miles)

NEAREST SCHOOL: Del Valle High School (2.4 Miles)





8294 Highway 92, Suite 210 Woodstock, GA 30189 tel. 770.928.7120 www.primusbuilders.com

A NEW **COLD STORAGE** DISTRIBUTION **CENTER FOR:**



445 INGLEWOOD DR. EL PASO, TX

08/30/2024 CONCEPTUAL SITE PLAN date description

vcs_ep

drawing status

ARCHITECTURAL SITE PLAN

A0.1

	nation: Please check the appropriate box below to in	
	nations totaling an aggregate of \$500 or more to any office specified in Section 2.92.080 of the El Paso Mu	
or territor or only o	whice specified in Section 2.92.000 of the El Paso Mil	inicipal Code.
	OT made campaign contributions or donations totali	
	ncil member(s) during their campaign(s) or term(s) or of the El Paso Municipal Code.	of City office, as specified in Section
	of the Elif aso Mullicipal Code.	
OR		
ا ا ا	ade campaign contributions or donations totaling an	aggregate of \$500 or more to the following
	ncil member(s) during their campaign(s) or term(s)	
OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
	The state of the s	AMOUNT (\$)
Mayor	110/18/8	
District 1	[[] [] [] [] [] [] [] [] [] [3011011
		32121
District 2		60
District 3	1-13	20
District 4	11/1/20000	05/,//
District 5	11/232	
District 6	THY	S
District 7	CAL	
District 8		
Declaration: here	by affirm that the information provided in this disclos	sure form is true and accurate to the best of my
knowledge. I under	stand that this disclosure is required by Title 2, Chap	eter 2.92 of the El Paso Municipal Code and is
any subsequent co	on by the city authorities. Further, I understand that contributions or donations prior to the relevant co	upon submission of this form, I must disclose
	or deligious buot to the relevant co	2/20/04
Signature:		Date: 40 000

Legislation Text

File #: 24-1428, 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 7

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Luis Zamora, (915) 212-1552

AGENDA LANGUAGE:

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

An Ordinance amending condition No. 1 and releasing conditions No. 3 and No.4 placed on property by Ordinance No. 019219 which changed the zoning of Lot 1, Block 1, Inglewood Subdivision, City of El Paso, El Paso County, Texas. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed condition release 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: 551 Inglewood

Applicant: Inglewood Properties, LLC, PZCR24-00002

CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: October 22, 2024
PUBLIC HEARING DATE: November 12, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553

Luis Zamora, (915) 212-1552

DISTRICT(S) AFFECTED: District 7

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.2 Improve the visual impression of the community

SUBJECT:

An Ordinance amending condition No. 1 and releasing conditions No. 3 and No.4 placed on property by Ordinance No. 019219 which changed the zoning of Lot 1, Block 1, Inglewood Subdivision, City of El Paso, El Paso County, Texas. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed condition release 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: 551 Inglewood

Applicant: Inglewood Properties, LLC, PZCR24-00002

BACKGROUND / DISCUSSION:

The applicant is requesting to amend a condition imposed by Ordinance No. 019219, dated August 17, 2021 on the subject property. As of October 8, 2024, the Planning Division has not received any communication in support or opposition to the condition release request. This item is scheduled to be heard by the City Plan Commission on October 17, 2024. 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

DEPARTMENT H	IEAD:	
	Philip Fliwe	

ORDINANCE NO.	

AN ORDINANCE AMENDING CONDITION NO. 1 AND RELEASING CONDITIONS NO. 3 AND NO. 4 PLACED ON PROPERTY BY ORDINANCE NO. 019219 WHICH CHANGED THE ZONING OF LOT 1, BLOCK 1, INGLEWOOD SUBDIVISION, CITY OF EL PASO, EL PASO COUNTY, TEXAS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, the zoning of the property described as *LOT 1, BLOCK 1, INGLEWOOD SUBDIVISION, City of El Paso, El Paso County, Texas*, was changed by Ordinance No. 019219 approved by City Council on AUGUST 17, 2021; and,

WHEREAS, the rezoning was subject to certain zoning conditions, and

WHEREAS, placement of such conditions were necessitated by and attributable to the increased intensity of use generated by the change of zoning; and,

WHEREAS, the owner (applicant) submitted an application requesting the amendment of condition No. 1 and removal of conditions No. 3 and No. 4 because these conditions have been satisfied or are no longer applicable; and,

WHEREAS, a public hearing regarding removal of the conditions was held before the City Plan Commission, and the Commission recommended approval of the release of conditions No. 1, No. 3, and No. 4; and,

WHEREAS, the City Council of the City of El Paso has determined that the release of certain conditions will protect the best interest, health, safety, and welfare of the public in general.

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

That zoning conditions No. 1, No. 3, and No. 4 imposed by Ordinance No. 019219 approved by City Council on AUGUST 17, 2021, on land identified as Lot 1, Block 1, Inglewood Subdivision be amended and released because the conditions have been satisfied or are no longer necessary.

Condition No. 1 to be amended as follows:

1. THAT INGLEWOOD SHALL BE BUILT TO COMPLIANCE WITH THE CITY'S ADOPTED STREET DESIGN MANUAL PRIOR TO HAVING INGRESS/EGRESS TO INGLEWOOD DRIVE.

Conditions to be released:

3. THE JUAN DE HERRERA LATERAL CROSSING SHALL BE CONSTRUCTED PRIOR TO ISSUANCE OF ANY BUILDING PERMITS.

THAT A DETAILED SITE DEVELOPMENT PLAN SECTION 20.04.150 OF THE EL PASO CITY O BUILDING PERMITS.	
Except as herein amended, Ordinance No. 019219	shall remain in full force and effect.
ADOPTED this day of	, 2024.
	THE CITY OF EL PASO:
ATTEST:	Oscar Leeser Mayor
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Russell Abeln Russell T. Abeln Assistant City Attorney	Philip Etiwa Philip F. Etiwe, Director Planning & Inspections Department

4.



City of El Paso - City Plan Commission Staff Report

Case No: PZCR24-00002
Application Type: Condition Release
CPC Hearing Date: October 17, 2024

Staff Planner: Luis Zamora, 915-212-1552, ZamoraLF@elpasotexas.gov

Location: 551 Inglewood Dr.

Legal Description: Lot 1, Block 1, Inglewood Subdivision, City of El Paso, El Paso County, Texas

Acreage: 20.46 acres

Rep District: 7

Existing Zoning: C-4/c (Commercial/conditions)

Existing Use: General Warehouse

Request: To release conditions imposed by Ordinance No. 19219, dated August 17, 2021

Proposed Use: Heavy truck (sales, storage, repair, and rental)

Property Owner: Inglewood Properties, LLC

Applicant: Hector J. Lopez

Representative: Jose Hernandez (H2O Terra)

SURROUNDING ZONING AND LAND USE

North: C-4/sc (Commercial/special contract), A-O/c (Apartment/Office/conditions) / Commercial, vacant

South: R-F (Ranch and Farm) / Vacant

East: R-F (Ranch and Farm), C-4/c (Commercial/conditions), A-O/c (Apartment/Office/conditions) /

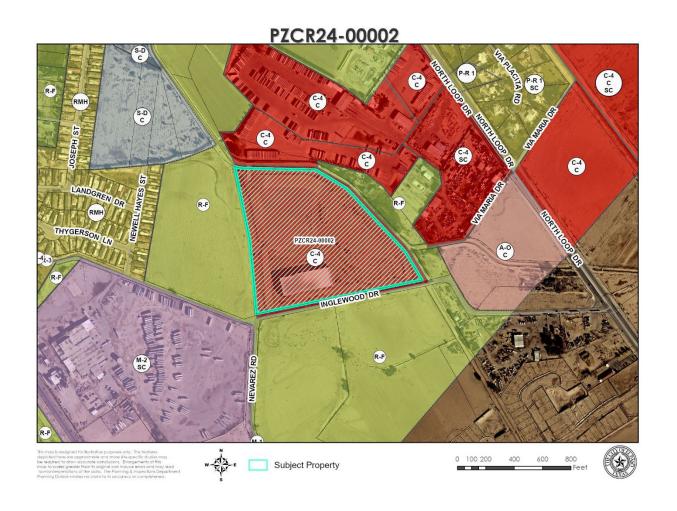
Vacant, commercial

West: R-F (Ranch and Farm) / Vacant

PLAN EL PASO DESIGNATION: G7, Industrial and/or Railyards, (Mission Valley Planning Area)

NEAREST PARK: Caribe Park (2.0 Miles)

NEAREST SCHOOL: Del Valle High School (2.2 Miles)



ORDINANCE NO. __

AN ORDINANCE CHANGING THE ZONING OF TRACT 19B, BLOCK 2, YSLETA GRANT, CITY OF EL PASO, EL PASO COUNTY, TEXAS (YSLETA GRANT MAP, BLOCK 2, DECEMBER 1929) FROM R-F (RANCH-FARM) TO C-4/C (COMMERCIAL/CONDITION) AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, the zoning of Tract 19B, Block 2, Ysleta Grant, located in the City of El Paso, El Paso County, Texas, more particularly described by the metes and bounds attached as **Exhibit "A"**, be changed from **R-F** (**Ranch-Farm**) to **C-4/c** (**Commercial/condition**), as defined in Section 20.06.020, and that the zoning map of the City of El Paso, attached hereto as **Exhibit "B"**, be revised accordingly; and

That the following Conditions are imposed:

- 1. Access for semi-trailer trucks and cabs shall be prohibited to and from Inglewood Drive.
- 2. That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at fifteen feet (15') on center along the property lines adjacent to residential or apartment zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.
- 3. The Juan De Herrera Lateral crossing shall be constructed prior to issuance of any building permits.
- 4. That a Detailed Site Development Plan be submitted and approved as per Section 20.04.150 of the El Paso City Code prior to the issuance of any building permits.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this 17 th day o	of August, 2021.
343	THE CITY OF EL PASO
F/2/5	Oscar Leeser Mayor
Raura D. Prine	
aura D. Prine, City Clerk	

Russell T. Abeln Assistant City Attorney Philip F. Étiwe, Director Planning & Inspections Department

APPROVED AS TO CONTENT:

Philip (time

21-1007-2720/1073962 | RTA Ordinance No.

APPROVED AS TO FORM:

019219

Thence continuing along said right-of-way South 33°01'00" East a distance of 232.30 feet to a 5/8" rebar found on the northerly right-of-way of Inglewood Drive (30-Foot Right-of-Way);

Thence South 75°01 '00" West a distance of 1201.40 feet to the "True Point of Beginning for Tract 19-B; and containing in all 894.692 square feet or 20.539 acres of land more or less.

0 1 /.zq ho,:, W c HAILES | GUTIERREZ, R.P.L.S. 5872 H2O Terra, L.L.C.

EXHIBIT A

Prepared for: Transborder, LLC Tract 19B, Block 2, Ysleta Grant City of El Paso, El Paso County, Texas W.0.#: 031218-4

METES AND BOUNDS

Description of a 20.539 acre parcel of land, more or less, being all of Tract 19B, Block 2, Ysleta Grant El Paso, El Paso County, Texas (Ysleta Grant Map, Block 2, December 1929). City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows to wit:

Commencing at an existing 1" iron pipe located on the northerly Right-of-Way of Inglewood Drive (Right-of-Way Varies) from which a 5/8" at northerly right-of-way line ofInglewood Drive and the most south westerly comer of Tract 16A, Block 2, Ysleta Grant, Thence North 75°01'00" East along said right-of-way ofInglewood Drive a distance of 81.90 feet to a 5/8" rebar with cap marked "5372" found on the common boundary line of Tract 16-A and 16-B, Block 2, Ysleta Grant, being the "True Point of Beginning;

Thence North 07°56'00" West along said boundary line a distance of 510.00 feet to point;

Thence continuing along said boundary line North 14°50'00' West a distance of 565.12 feet to a 5/8" rebarwith cap marked 5372 found on the southerly right-of-way line of the Juan De Herrera Lateral (60-Foot Right-of-Way);

Thence South 86°46'00" East along said right-of-way line a distance of 148.49 feet to a 5/8" rebar with cap marked 5372 found on the southerly right-of-way line of the Juan De Herrera Lateral;

Thence continuing along said right-of-way North 86°54'00" East 396.00 feet to a 5/8" rebar with cap marked 5372 found on the southerly right-of-way line of the Juan De Herrera Lateral;

Thence continuing along said right-of-way South 65°36'00" East a distance of 257.90 feet to a 5/8" rebar with cap marked 5372 found on the southwesterly right-of-way line of the Juan De Herrera Lateral;

Thence continuing along said right-of-way South 46°07'00" East a distance of 652.80 feet to a 5/8" rebar with cap marked 5372 found on the southwesterly right-of-way line of the Juan De Herrera Lateral;

573

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with <u>Title 2, Chapter 2.92, Section 2.92.080</u>

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an
	agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer.
	The term includes a loan or extension of credit, other than those expressly excluded by the Texas
	Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in
	their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in
	part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and
	other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	
Business Name	
Agenda Item Type	
Relevant Department	

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

I have NOT made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor	1/0/28/2	20 21
District 1	1/20/8°1	30171
District 2	III & SA	3 6
District 3	ILIA /	2101
District 4	11 130000	25/ //
District 5	11/1/233	
District 6	MAYA	5//
District 7	VIII.	
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.

Signature:	1/1		Date: _	4-25-	- 2024	
9.1.1.1.1.1.1. _{2.5}	1///	,				

El Paso, TX

Legislation Text

File #: 24-1430, 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 7

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Luis Zamora, (915) 212-1552

AGENDA LANGUAGE:

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

An Ordinance releasing all conditions placed on property by Ordinance No. 019343 which changed the zoning of Tracts 2, 2B, and 3D, Block 2, Ysleta Grant, City of El Paso, El Paso County, Texas. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed condition release 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: 1000 Inglewood

Applicant: BRE Development, LLC, PZCR24-00003

CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: October 22, 2024
PUBLIC HEARING DATE: November 12, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553

Luis Zamora, (915) 212-1552

DISTRICT(S) AFFECTED: District 7

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.2 Improve the visual impression of the community

SUBJECT:

An Ordinance releasing all conditions placed on property by Ordinance No. 019343 which changed the zoning of Tracts 2, 2B, and 3D, Block 2, Ysleta Grant, City of El Paso, El Paso County, Texas. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed condition release 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: 1000 Inglewood

Applicant: BRE Development, LLC, PZCR24-00003

BACKGROUND / DISCUSSION:

The applicant is requesting to release all conditions imposed by Ordinance No. 019343, dated June 22, 2022 on the subject property. As of October 8, 2024, the Planning Division has not received any communication in support or opposition to the condition release request. This item is scheduled to be heard by the City Plan Commission on October 17, 2024. 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

EPARTMENT HEAD:	
Philip Ctiwe	

ORDINANCE NO.	

AN ORDINANCE RELEASING ALL CONDITIONS PLACED ON PROPERTY BY ORDINANCE NO. 019343 WHICH CHANGED THE ZONING OF TRACTS 2, 2B, AND 3D, BLOCK 2, YSLETA GRANT, CITY OF EL PASO, EL PASO COUNTY, TEXAS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, the zoning of the property described as *TRACTS 2, 2B, AND 3D, BLOCK 2, YSLETA GRANT, City of El Paso, El Paso County, Texas*, was changed by Ordinance No. 019343 approved by City Council on JUNE 22, 2022; and,

WHEREAS, the rezoning was subject to certain zoning conditions, and

WHEREAS, placement of such conditions were necessitated by and attributable to the increased intensity of use generated by the change of zoning; and,

WHEREAS, the owner (applicant) submitted an application requesting the removal all of the conditions because these conditions have been satisfied or are current requirement of the City Code; and,

WHEREAS, a public hearing regarding removal of the conditions was held before the City Plan Commission, and the Commission recommended approval of the release of all conditions; and,

WHEREAS, the City Council of the City of El Paso has determined that the release of certain conditions will protect the best interest, health, safety, and welfare of the public in general.

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

That all of the zoning conditions imposed by Ordinance No. 019343 approved by City Council on JUNE 22, 2022, on the portion of land identified in Exhibit "A" be released because the conditions have been satisfied and are no longer necessary, or are current requirements of the City Code.

Conditions as follows: ORDINANCE NO. 019343:

- 1) PRIOR TO THE ISSUANCE OF BUILDING PERMITS A DETAILED SITE DEVELOPMENT PLAN SHALL BE SUBMITTED AND APPROVED AS PER THE EL PASO CITY CODE; AND,
- 2) PRIOR TO THE ISSUANCE OF BUILDING PERMITS, LAND SHALL BE DEDICATED AND IMPROVEMENTS BE CONSTRUCTED FOR THE EXTENSION OF VIA MARIA, IMPROVEMENTS SHALL BE IN ACCORDANCE WITH TITLE 19, THE CITY'S SUBDIVISION ORDINANCE.

ORDINANCE NO. HQ24-3710|Trans#592203|P&I RTA **ZONING CASE No. PZCR24-0003**

Page 1 of 2

3) ACCESS FOR SEMI-TRAILER TRUCKS AND CABS SHALL BE PROHIBITED TO AND FROM VIA MARIA DRIVE.

EXCEPT AS HEREIN AMENDED, ORDINANCE NO. 019343 SHALL REMAIN IN FULL FORCE AND EFFECT.

ADOPTED this day of	, 2024.
	THE CITY OF EL PASO
	Oscar Leeser
ATTEST:	Mayor
Laura D. Prine	
City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Russell Abeln	Philip Eiwe
Russell T. Abeln	Philip Tiwe Phillip Etwine, Director
Senior Assistant City Attorney	Planning & Inspections Department

ORDINANCE NO.______HQ24-3710|Trans#592203|P&I RTA **ZONING CASE No. PZCR24-0003**

EXHIBIT A

Barragan & Associates Inc.

10950 Pellicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 591-5709 Fax (915) 591-5706

DESCRIPTION (Parcel 1)

Description of a parcel of land being Tract 2, Block 2, Ysleta Grant, El Paso County, Texas, and being the same property described in Instrument No. 20210029272, Real Property Records of El Paso County, Texas, and being more particularly described as follows:

COMMENCING, at a found old original county marker (F.M. Highway 76, P.I. Station 507+90.95) (now obliterated) at the old intersection of North Loop Drive (F.M Highway 76) with the old centerline of Hueco Tanks Road; THENCE, N 36° 53' 04" W (N 39° 59' W - Old TxDot Plat-County Grant Map), along the old monument line of North Loop Drive (F.M. Highway 76), a distance of 1842.51 feet to a found old original county marker (now obliterated) at the Point of intersection of North Loop Road (F.M. Highway 76 P.I. Station 489+48.49); THENCE, N 35° 10' 04" W (N 38° 16' 00" W - Old TxDot Plat-County Grant Map), along said old monument line, a distance of 647.71 feet to a point; THENCE, S 54° 49' 56" W, leaving said old monument line, a distance of 60.00 feet to a found TxDot Monument (now obliterated) on the westerly right-of-way line of North Loop Drive (F.M. Highway 76), being the POINT OF BEGINNING of this description;

THENCE, S 40° 49′ 56″ W (S 37° 44′ W - Plat), along the common line of Tract 2, Block 2 and Tract 3A, Block 6, Socorro Grant, El Paso County, Texas, a distance of 37.59 feet to a set ½" rebar with a cap stamped "B&A Inc." on the northerly right -of-way line of Juan De Herrera Branch "C" Lateral (right-of-way based on existing conditions, Volume 3002, Page 1025, Real Property Records of El Paso County, Texas);

THENCE, along the northerly right-of-way line of Juan De Herrera Branch "C" Lateral the following 4 calls, N 87° 01' 20" W, a distance of 361.17 feet to a set ½" rebar with a cap stamped "B&A Inc." on said right-of-way line, being the beginning of a curve;

123.24 feet, along an arc of a curve to the right with a radius of 185.00 feet, an interior angle of 38° 10' 04", and a chord which bears N 67° 56' 18" W, a distance of 120.97 feet to a set ½" rebar with a cap stamped "B&A Inc.";

N 48° 51' 16" W, a distance of 102.39 feet to a set ½" rebar with a cap stamped "B&A Inc." on said right-of-way line, being the beginning of a curve;

126.39 feet, along an arc of a curve to the left with a radius of 202.00 feet, an interior angle of 35° 51' 03", and a chord which bears N 66° 46' 47" W, a distance of 124.34 feet to a set ½" rebar with a cap stamped "B&A Inc." also bein of intersection with a non-tangential line also being a point of intersection of the easterly right-of-way line of Via Maria Drive (35' wide right-of-way) and the northerly right-of-way line of Juan De Herrera Branch "C" Lateral;

THENCE, N 35° 07' 56" E (N 32° 01' 35" E - Record) (N 32° 02' E - Plat), along the easterly right-of-way line of Via Maria Drive, a distance of 504.95 feet to a found ½" rebar with a cap stamped "B&A Inc." on the westerly right-of-way line of North Loop Drive (F.M. Highway 76);

THENCE, S 35° 10' 04" E (S 35° 10' 04" E - Record) (S 38° 16' E - Plat), leaving said point of intersection along the common line of Tract 2 and the southerly right-of-way line of North Loop Drive (F.M. Highway 76), a distance of 691.30 feet to the **POINT OF BEGINNING** of this description and containing in all 4.65 acres more or less.

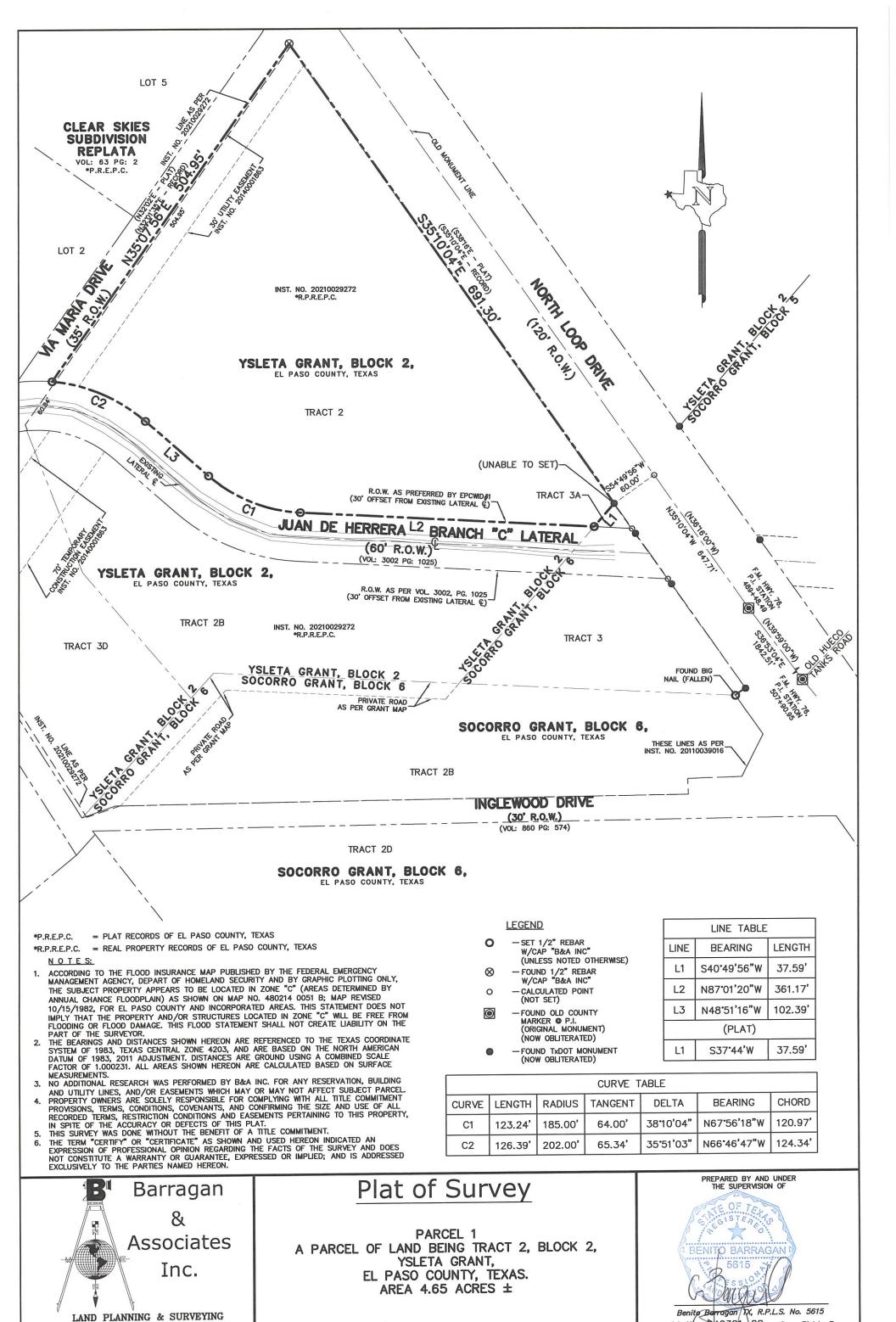
NOTES:

- 1. This property may be subject to easements whether of record or not. No Additional Research was performed by B&A Inc. for any reservations, restrictions, building lines, and or easements which may or may not affect this parcel.
- 2. Bearings shown are grid bearings derived from RTK Observations to the Texas CO-OP Network. Referred to the Texas Coordinate System (NAD 83) Central Zone. Distances are ground and may be converted to grid dividing by 1.000231.
- 3. This description is not intended to be a subdivision process which may be required by the local or state code, and it is the client's/owner's responsibility to comply with this code if required.
- 4. This survey was done without the benefit of a title report.
- 5. A Plat of Survey of even date accompanies this description.

Benito Barragan TX R.RL.S 5615, Barragan and Associates Inc.

Texas Surveying Firm #10151200

March 21, 2024 Job No. 240321-02



 Job No.
 240321 → 02
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 Scale: 1"=100'
 Date: 03-21-2024
 Drawn By: IB
 Field: JM
 Book: N/A
 Page: N/A

TEXAS SURVEYING FIRM# 10151200 10950 Pellicano Dr. Building-F, El Paso, Tx 79935 Phone (915) 591-5709 Fax (915) 591-5706

Barragan & Associates Inc.

10950 Pellicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 591-5709 Fax (915) 591-5706

DESCRIPTION (Parcel 2)

Description of a parcel of land being Tract 2B and Tract 3D, Block 2, Ysleta Grant, and a portion of Tract 2B, Block 6, Socorro Grant, El Paso County, Texas, and being the same property described in Instrument No. 20210029272, Real Property Records of El Paso County, Texas, and being more particularly described as follows:

COMMENCING, at a found old original county marker (F.M. Highway 76, P.I. Station 507+90.95) (now obliterated) at the old intersection of North Loop Drive (F.M Highway 76) with old centerline of Hueco Tanks Road; THENCE, N 36° 53' 04" W (N 39° 59' 00" W - Old TxDot Plat-County Grant Map), along the old monument line of North Loop Drive (F.M. Highway 76), a distance of 1842.51 feet to a found old original county marker (now obliterated) at the Point of intersection of North Loop Road (F.M. Highway 76 P.I. Station 489+48.49); THENCE, N 35° 10' 04" W (N 38° 16' 00" W - Old TxDot Plat-County Grant Map), along said old monument line, a distance of 533.68 feet to a point; THENCE, S 54° 49' 56" W, leaving said old monument line, a distance of 60.00 feet to a point on the westerly right-of-way line of North Loop Drive (F.M. Highway 76); THENCE, N 87° 01' 20" W, along the southerly right -of-way line of Juan De Herrera Branch "C" Lateral (right-of-way based on existing conditions, Volume 3002, Page 1025, Real Property Records of El Paso County, Texas), a distance of 140.13 feet to a set ½" rebar stamped "B&A Inc." being the POINT OF BEGINNING of this description;

THENCE, S 40° 49′ 56″ W (S 37° 44′ W - Record), along the common line of Tract 2B, Block 2, Ysleta Grant and Tracts 2B and 3, Block 6, Socorro Grant, a distance of 367.41 feet to a set ½" rebar stamped "B&A Inc." on the northerly right-of-way line of Inglewood Drive;

THENCE, S 89° 11' 26" W (S 86° 06' 06" W - Record) (S 86° 05' 30" E - Plat), along the northerly line of Inglewood Drive, a distance of 297.57 feet to a found 5%" rebar with a broken cap on said right-of-way line;

THENCE, S 70° 39' 57" W (S 68° 20' 15" W - Record) (N 67° 39' W - Plat), along the northerly line of Inglewood Drive, a distance of 43.25 feet to a found nail on said right-of-way line and on the southwesterly corner of Tract 3D, Block 2, Ysleta Grant;

THENCE, N 32° 16' 04" W (N 35° 22' 00" W - Record/Plat), along the easterly right-of-way line of Inglewood Drive a distance of 305.00 feet to a found ½" rebar stamped "B&A Inc." on the common line of said Tract 3D and Tract 19B1, Block 2, Ysleta Grant;

THENCE, N 78° 06' 56" E (N 75° 01' 00" E - Record/Plat), along the common line of Tract 3D and Tract 19B1, a distance of 6.10 feet to a found ½" rebar stamped "B&A Inc." on the southeasterly common corner of said Tract 3D and 19B1;

THENCE, N 28° 23' 04" W (N 31° 19' 00" W - Record/Plat), along the common line of Tract 3D and Tract 19B1, a distance of 205.70 feet to a set ½" rebar stamped "B&A Inc." on the southerly right -of-way line of Juan De Herrera Branch "C" Lateral, being the beginning of a curve;

THENCE, along the southerly line of Juan De Herrera Branch "C" Lateral, the following 6 calls;

62.42 feet, along an arc of a curve to the left with a radius of 2206.00 feet, an interior angle of 01° 37' 16", and a chord which bears N 79° 48' 35" E, a distance of 62.41 feet to a found ½" rebar stamped "B&A Inc." on said right-of-way line the following 5 calls;

N 78° 59' 57" E, a distance of 113.66 feet to a found 1/2" rebar stamped "B&A Inc." being the beginning of a curve;

129.24 feet, along an arc of a curve to the right with a radius of 142.00 feet, an interior angle of 52° 08' 47", and a chord which bears S 74° 55' 39" E, a distance of 124.82 feet to a set ½" rebar stamped "B&A Inc.";

S 48° 51' 16" E, a distance of 102.39 feet to a set 1/2" rebar stamped "B&A Inc." being the beginning of a curve;

Barragan & Associates Inc.

10950 Pellicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 591-5709 Fax (915) 591-5706

163.21 feet, along an arc of a curve to the left with a radius of 245.00 feet, an interior angle of 38° 10′ 04″, and a chord which bears S 67° 56′ 18″ E, a distance of 160.21 feet to a set ½" rebar stamped "B&A Inc.";

S 87° 01' 20" E, a distance of 314.54 feet to the **POINT OF BEGINNING** of this description and containing in all 4.94 acres more or less.

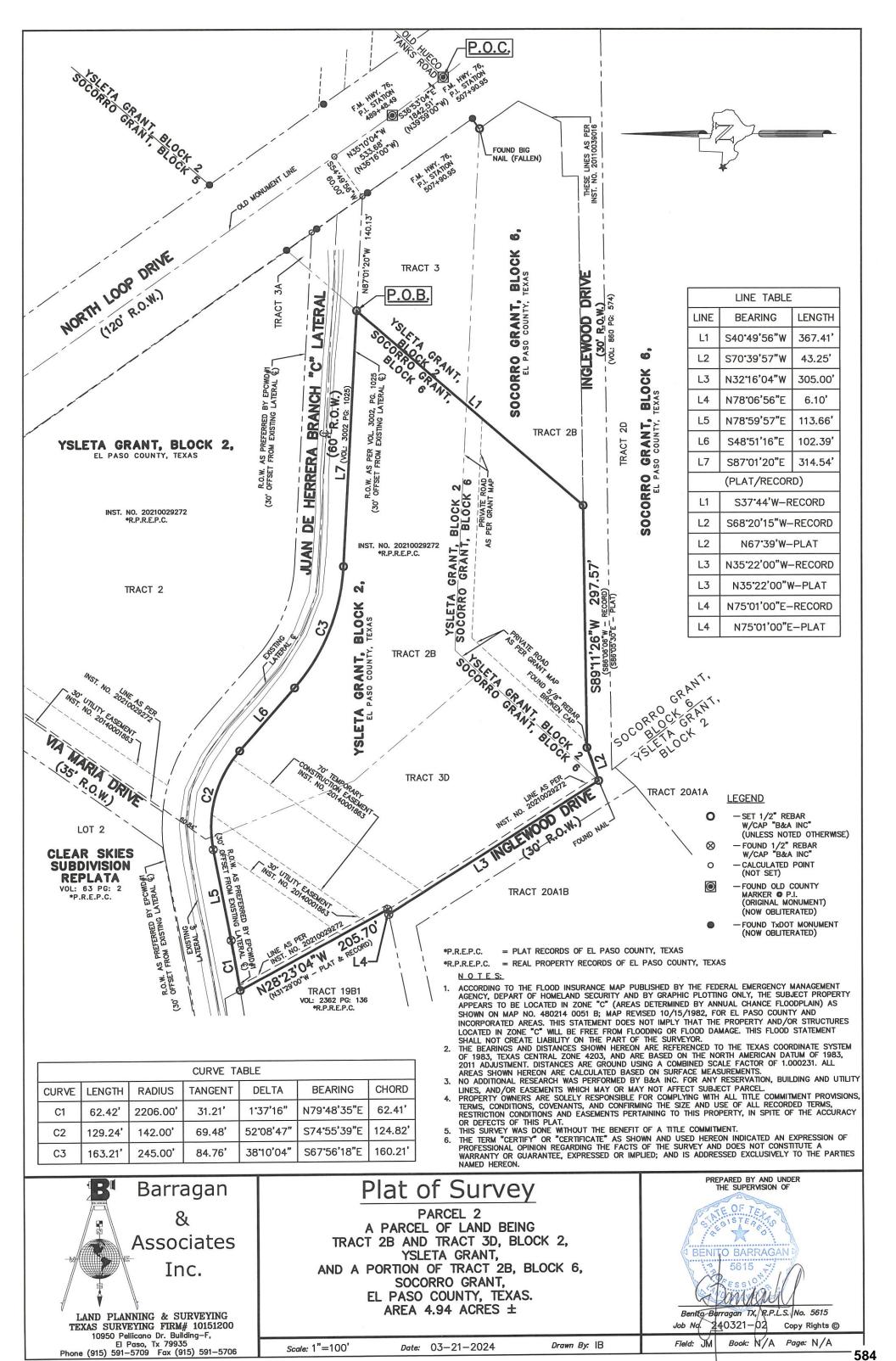
NOTES:

- 1. This property may be subject to easements whether of record or not. No Additional Research was performed by B&A Inc. for any reservations, restrictions, building lines, and or easements which may or may not affect this parcel.
- Bearings shown are grid bearings derived from RTK Observations to the Texas CO-OP Network. Referred to the Texas Coordinate System (NAD 83) Central Zone. Distances are ground and may be converted to grid dividing by 1.000231.
- 3. This description is not intended to be a subdivision process which may be required by the local or state code, and it is the client's/owner's responsibility to comply with this code if required.
- 4. This survey was done without the benefit of a title report.
- 5. A Plat of Survey of even date accompanies this description.

Benito Barragan TX R.P.L.S 5615,

Barragan and Associates Inc. Texas Surveying Firm # 10151200

March 21, 2024 Job No. 240321-02





City of El Paso - City Plan Commission Staff Report

Case No: PZCR24-00003
Application Type: Condition Release
CPC Hearing Date: October 17, 2024

Staff Planner: Luis Zamora, 915-212-1552, ZamoraLF@elpasotexas.gov

Location: 1000 Inglewood Dr.

Legal Description: Tracts 2B, 3, and 3A, Block 6, Socorro Grant, and Tracts 2, 2B and 3D, Block 2,

Ysleta Grant, El Paso County, Texas

Acreage: 12.62 acres

Rep District: 7

Existing Zoning: A-O/c (Apartment/Office/conditions)

Existing Use: Vacant

Request: To release conditions imposed by Ordinance No. 19343, dated June 22, 2022

Proposed Use: Apartments

Property Owner: BRE Development, LLC BRE Development, LLC

Representative: CEA Group

SURROUNDING ZONING AND LAND USE

North: C-4/sc (Commercial/special contract), A-O/c (Apartment/Office/conditions) / Commercial, vacant

South: R-F (Ranch and Farm) / Mixed use

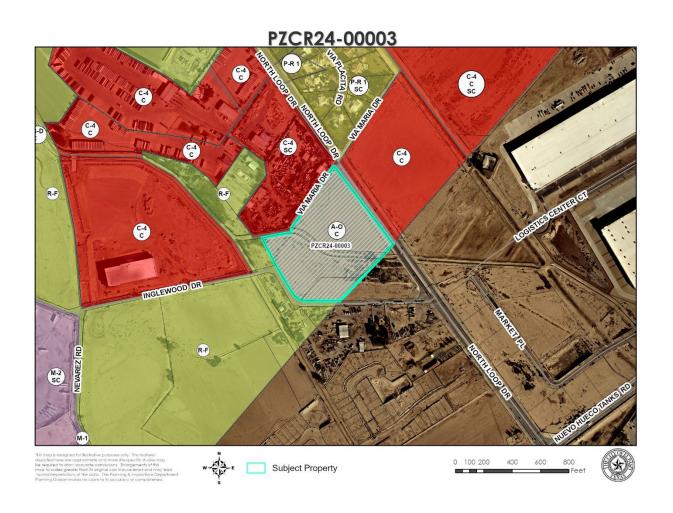
East: City of Socorro / Vacant

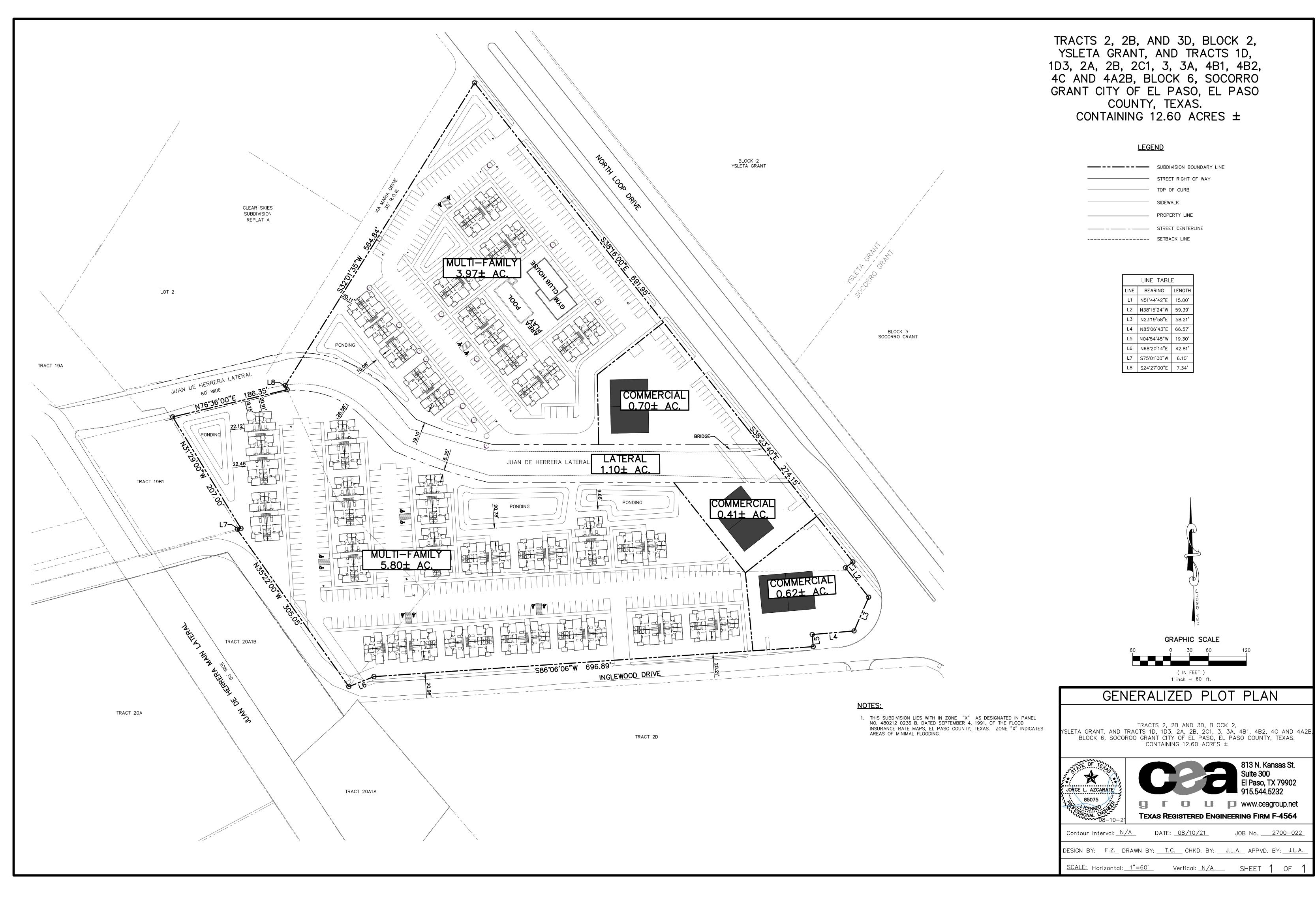
West: R-F (Ranch and Farm) / Vacant

PLAN EL PASO DESIGNATION: G4, Suburban (Walkable), (Mission Valley Planning Area)

NEAREST PARK: Caribe Park (2.3 Miles)

NEAREST SCHOOL: Del Valle High School (2.0 Miles)





ORDINANCE NO. 019343

AN ORDINANCE CHANGING THE ZONING OF TRACTS 2, 2B, AND 3D, BLOCK 2,YSLETA GRANT, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) TO A-O/C (APARTMENT/OFFICE/CONDITION), AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of *Tracts 2, 2B and 3D, Block 2, Ysleta Grant, located in the City of El Paso, El Paso County, Texas,* and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, be changed from **R-F (Ranch and Farm)** to **A-O/c (Apartment/Office/condition)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following conditions which are necessitated by and attributable to the change in intensity generated by the change of zoning in order to protect the health, safety and welfare of the adjacent property owners and the residents of this City:

1) Prior to the issuance of building permits a detailed site development plan shall be submitted and approved as per the El Paso City Code; and,

2) Prior to the issuance of building permits, land shall be dedicated and improvements be constructed for the extension of Via Maria, improvements shall be in accordance with Title 19, the City's Subdivision Ordinance.

3) Access for semit-trailer trucks and cabs shall be prohibited to and from Via Maria Drive.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this 22nd day of Jule, 2022.

THE CITY OF EL PASO:

Oscar Leeser Mayor

ATTEST:

Laura D. Prine

Laura D. Prine City Clerk

APPROVED AS TO FORM:

AITROVED AS TO FORM.

Wendi N. Vineyard Assistant City Attorney

Wed N. Vigad

ORDINANCE NO. 019343

APPROVED AS TO CONTENT:

Philip Ctive
Philip F. Etiwe, Director

Planning & Inspections Department

Zoning Case No: PZRZ21-00035

Being All of Tracts 2, 2B and 3D, Block 2 Ysleta Grant, El Paso County, Texas February 26, 2021

METES AND BOUNDS DESCRIPTION

North Loop Drive Exhibit "A"

FIELD NOTE DESCRIPTION of Tracts 2, 2B and 3D, Block 2, Ysleta Grant, El Paso County, Texas being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a found 1/2 rebar at the notherwest boundary corner of Tract 2, same being the westerly right-of-way line of North Loop Drive and the southerly right-of-way line of Via Maria Drive (35' R.O.W.) and the POINT OF BEGINNING of the herein described parcel;

THENCE, leaving said southerly right-of-way line of Via Maria Drive and along the westerly right-of-way line of North Loop Drive, South 38°16'00" East, a distance of 691.95 feet to a point for corner along the westerly right-of-way line of North Loop Drive;

THENCE, leaving said westerly right-of-way line of North Loop Drive, South 37°44'00" West, a distance of 475.83 feet to a point for corner at the northerly right-of-way line of Inglewood Drive;

THENCE, along said northerly right-of-way line of Inglewood Drive, South 86°06'06" West, a distance of 297.23 feet to a ½ rebar for corner;

THENCE, continuing along said northerly right-of-way line of Inglewood Drive, South 68°20'15" West, a distance of 42.81 feet to a point for corner;

THENCE, continuing along said easterly right-of-way line of Inglewood Drive, North 35°22'00" West, a distance of 305.05 feet to a found 5/8 rebar for corner at the common boundary corner of Tracts 3D, 19B1 and the easterly right-of-way line of Inglewood Drive;

THENCE, leaving said easterly right-of-way line of Inglewood Drive, North 75°01'00" East, a distance of 6.10 feet to a found 1/2 rebar for corner;

THENCE, North 31°29'00" West, a distance of 207.00 feet to a found 1/2 rebar for corner at the southerly right-of-way line of Juan De Herrera Lateral;

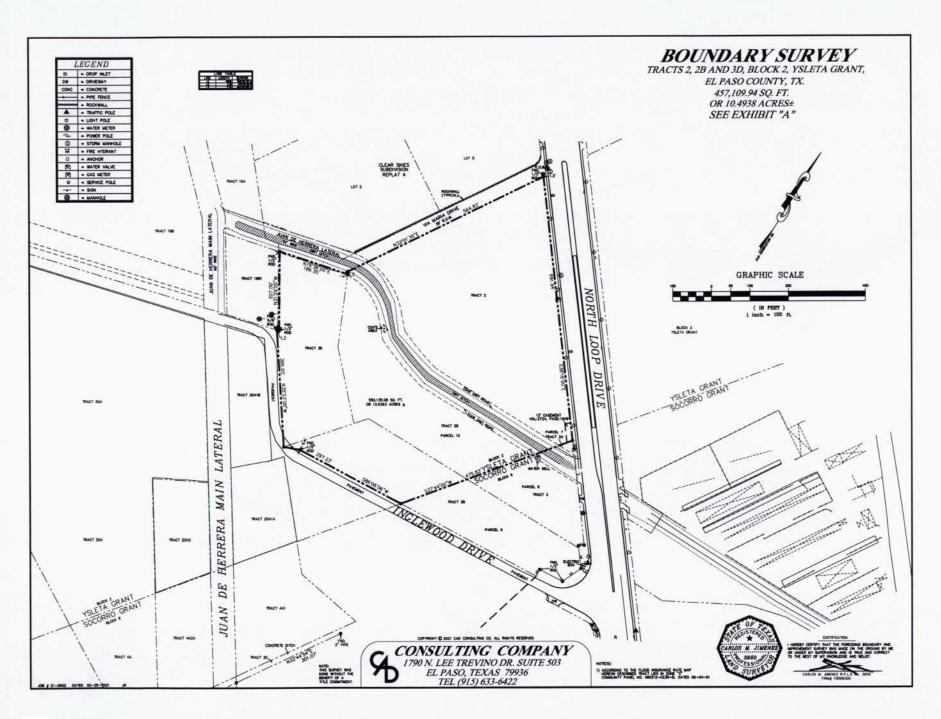
THENCE, along said southerly right-of-way line of Juan De Herrera Lateral, North 76°36'00" East, a distance of 186.35 feet to a point for corner;

THENCE, leaving said southerly right-of-way line of Juan De Herrera Lateral, North 24°27'00" West, a distance of 7.34 feet to a point for corner;

THENCE, crossing Juan De Herrera Lateral and along the southerly right-of-way line of Via Maria Drive and the common boundary line of Tract 2, North 32°01'35" East, a distance of 564.84 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 457,109.94 square feet or 10.4938 acres of land more or less.

CAD Consulting Co.
1790 Lee Trevino Drive. Suite 503
El Paso, Texas 79936
(915) 633-6422
I:\M&B\2021\21-0557_N. Loop (Tracts 2,2B and 3D)

590



DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.

"Contributor" A person making a contribution, including the contributor's spouse.

"Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.

"Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.

"Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

other award that council will vote on.

Full Name	
Business Name	BRE Development, LLC
Agenda Item Type	Rezoning
Relevant Department	Planning and Inspections

contributions or don	tion: Please check the appropriate box below to in ations totaling an aggregate of \$500 or more to an fice specified in Section 2.92.080 of the El Paso Mu	y City Council member(s) during their campaign(s)
City Coun	T made campaign contributions or donations totalical member(s) during their campaign(s) or term(s) of the El Paso Municipal Code.	
OR		
IXI	ade campaign contributions or donations totaling and an ancil member(s) during their campaign(s) or term(s)	
OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor	OSCAR Leesen	\$10,000
District 1		
District 2	Josh Acevedo	\$2,000
District 3		
District 4	Joe MoliNAR	45,000
District 5	Tell (abil	A.

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.

District 6

District 7

District 8

Signature:	D-t-:
Cianatura:	Date:

El Paso, TX

Legislation Text

File #: 24-1435, 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

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Luis F. Zamora, (915) 212-1552

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of the property described as being the East 1/2 of Lot 5 and All of Lot 6, Block 67, Second Supplemental Map of Franklin Heights Addition, 1110 E. Rio Grande Avenue, City of El Paso, El Paso County, Texas from A-2 (Apartment) to S-D (Special Development), pursuant to Section 20.04.360, imposing a condition, and approving a detailed site development plan pursuant to Section 20.04.150 and 20.10.360 of the El Paso City Code to allow for a business office as permitted in the S-D (Special Development) zone district. 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: 1110 Rio Grande Ave. Applicant: Ernesto Vazquez, PZRZ23-00009

CITY OF EL PASO, TEXAS **AGENDA ITEM** DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: October 22, 2024 PUBLIC HEARING DATE: November 12, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553

Luis F. Zamora, (915) 212-1552

DISTRICT(S) AFFECTED: District 8

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An ordinance changing the zoning of the property described as being the East 1/2 of Lot 5 and All of Lot 6, Block 67, Second Supplemental Map of Franklin Heights Addition, 1110 E. Rio Grande Avenue, City of El Paso, El Paso County, Texas from A-2 (Apartment) to S-D (Special Development), pursuant to Section 20.04.360, imposing a condition, and approving a detailed site development plan pursuant to Section 20.04.150 and 20.10.360 of the El Paso City Code to allow for a business office as permitted in the S-D (Special Development) zone district. 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: 1110 Rio Grande Ave. Applicant: Ernesto Vazquez, PZRZ23-00009

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone the subject property to allow the use of a proposed office building. City Plan Commission unanimously recommended 8-0 to approve the proposed rezoning on July 25, 2024. As of September 24, 2024, the Planning Division has received two (2) emails in support to the rezoning request. 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

DEPARTMENT HEAD:

Philip Clive

ORDINANCE	NO.

AN ORDINANCE CHANGING THE ZONING OF THE PROPERTY DESCRIBED AS BEING THE EAST 1/2 OF LOT 5 AND ALL OF LOT 6, BLOCK 67, SECOND SUPPLEMENTAL MAP OF FRANKLIN HEIGHTS ADDITION, 1110 E. RIO GRANDE AVENUE, CITY OF EL PASO, EL PASO COUNTY, **TEXAS FROM** (APARTMENT) (SPECIAL DEVELOPMENT), TO S-D **PURSUANT** SECTION 20.04.360, APPROVING A DETAILED SITE DEVELOPMENT PLAN PURSUANT TO SECTION 20.04.150 AND 20.10.360 OF THE EL PASO CITY CODE TO ALLOW FOR A BUSINESS OFFICE AS PERMITTED IN THE S-D (SPECIAL DEVELOPMENT) ZONE DISTRICT. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, Ernesto Vazquez, (Owner) has applied for a rezoning of property from A-2 (Apartment) to S-D (Special Development) per Section 20.04.360 of the El Paso City Code; and,

WHEREAS, Owner has also applied for approval of a detailed site development plan pursuant to Sections 20.04.150 and 20.10.360 of the El Paso City Code for a business office and reduction to the minimum required district area, which requires approval from both City Plan Commission and City Council; and,

WHEREAS, a public hearing was held for the rezoning and detailed site plan requests at a City Plan Commission meeting; and,

WHEREAS, City Plan Commission has recommended approval of the subject rezoning and detailed site development plan; and,

WHEREAS, the rezoning and detailed site development plan has been submitted to the City Council of the City of El Paso for review and approval; and,

WHEREAS, the City Council of the City of El Paso finds that the application conforms to all requirements of the El Paso City Code.

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

1. Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of being the east 1/2 of Lot 5 and all of Lot 6, Block 67, Second Supplemental Map of Franklin Heights Addition, 1110 E. Rio Grande Avenue, City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached Exhibit "A", be changed from A-2 (Apartment) to S-D (Special Development), as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

ORDINANCE NO. Zoning Case No: PZRZ23-0009

HQ24-3162|Trans#549983|P&I 1110 E. Rio Grande SD RTA

- 2. Pursuant to the requirements of the El Paso City Code, the City Council hereby approves the detailed site development plan submitted by the Owner, to allow a business office and district area reduction as permitted under the **S-D (Special Development)** district regulations of 20.04.150 and 20.10.360.
- 3. A copy of the approved detailed site development plan, signed by the Owner, the City Manager, and the Secretary of the City Plan Commission, is attached hereto, as Exhibit "B" and incorporated herein by reference for all purposes.
- 4. All construction and development on the property shall be done in accordance with the approved detailed site development plan and the development standards applicable in the **S-D** (**Special Development**) District regulations.
- 5. The Applicant shall sign an agreement to develop the property and to perform all construction thereon in accordance with the approved detailed site development plan and the standards applicable in the **S-D** (**Special Development**) district. Such agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary of the City Plan Commission before building permits are issued.
- 6. The approval of this detailed site development plan shall automatically be void if construction on the property is not started in accordance with the attached plan Exhibit "B" within four (4) years from the date hereof.
- 7. The penalties for violating the standards imposed through this ordinance are found in Section 20.24 of the El Paso City Code.

2024

ADOPTED this

RTA

day of

ADOI 12D tills day of	<u>, 2024.</u>
	THE CITY OF EL PASO
ATTEST:	Oscar Leeser Mayor
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Russel T. Abeln	Philip Ctiwe Philip F. Etiwe, Director
Russell T. Abeln	Philip F. Etiwe, Director
Senior Assistant City Attorney	Planning & Inspections Department
ORDINANCE NO. HQ24-3162 Trans#549983 P&I	Zoning Case No: PZRZ23-0009

Page 2 of 3

AGREEMENT

By execution hereof, Ernesto Vasquez ("Owner"), referred to in the above Ordinance, hereby agrees to develop the above-described property in accordance with the approved Detailed Site Development Plan attached to same Ordinance, and in accordance with the standards identified in the **S-D** (**Special Development**) District regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 19 day of SEPTEMBER 2024

OWNER: Ernesto Vasquez

By: Ernesto Vasquez

(Print name & Title)

ACKNOWLEDGEMENT

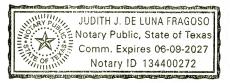
THE STATE OF TEXAS)
CO UNTY OF EL PASO)
COUNTY OF EL TASO	,
This instrument is ackn	owledged before me on th

This instrument is acknowledged before me on this day of 19, September, 2024, by <u>Ernesto Vasque2</u>, in his legal capacity on behalf of Ernesto Vasquez.

My Commission Expires:

Notary Public, State of Texas

06/09/2027.



ORDINANCE NO. _

 $HQ24\text{--}3162|Trans\#549\overline{983}|P\&I$

1110 E. Rio Grande SD

RTA

Zoning Case No: PZRZ23-00009

Page 3 of 3

EXHIBIT "A"

PROPERTY DESCRIPTION

1110 E. RIO GRANDE

Description of a parcel of land being the east 1/2 of Lot 5 and all of Lot 6, Block 67, Second Supplemental Map of Franklin Heights Addition, City of El Paso, El Paso County, Texas, map of said Second Supplemental Map of Franklin Heights Addition recorded in book 9, page 63, Plat Records, El Paso County, Texas and also that same parcel recorded in book 2656, page 1779, and later in Clerk's File #20190012936, El Paso County Clerks Records, and described as follows;

Commencing for reference at an original city monument found 10' north and 15' east of the centerline intersection of E. Rio Grande Avenue (72' wide ROW) and Octavia Street (70' wide ROW); Thence, along the monument line 10' north, and parallel with, said centerline of said E. Rio Grande Avenue, North 52°50'00" East a distance of 137.50' to a point; Thence, leaving said monument line, South 37°10'00" East a distance of 46.00' to a PK nail set on the southerly ROW line of said E. Rio Grande Avenue, and marking the mid-point of the northerly lot line of said Lot 5, and being the "Point Of Beginning";

Thence, with said southerly ROW line of said E. Rio Grande Avenue, North 52°50'00" East a distance of 37.50' to a PK nail set at the northeasterly lot corner of said Lot 6;

Thence, with the easterly lot line of said Lot 6, South 37°10'00" East a distance of 120.00' to a set "V" chiseled on a concrete curb at the southeasterly corner of said Lot 6, and lying on the northerly ROW line of a 20' Alley;

Thence, with said northerly ROW line of a 20' Alley, South 52°50'00" West a distance of 37.50' to a nail found marking the mid-point of the southerly lot line of said Lot 5;

Thence, with the westerly boundary line of this parcel, North 37°10'00" West a distance of 120.00' to the "Point Of Beginning" and containing 4500 sq. ft. or 0.1033 acres.

NM PLS 17779

Based on a field survey performed under my supervision and dated 02/02/2023.

Paso Del Norte Surveying Inc.

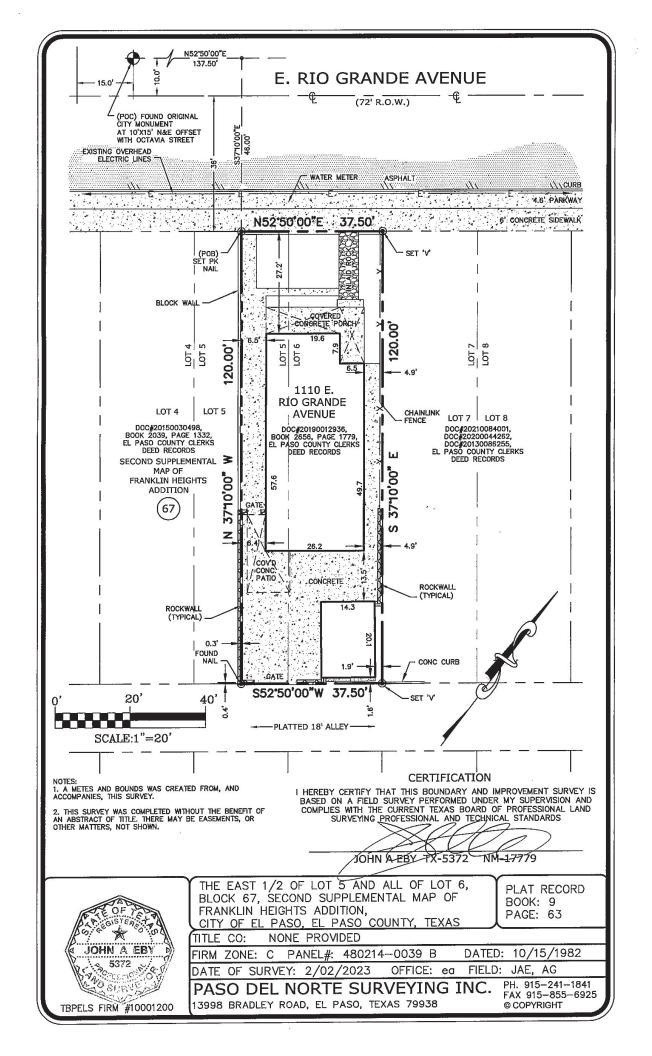
Texas R.P.L.S. 5372-

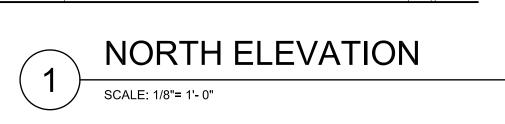
13998 Bradley Road El Paso, TX. 79938

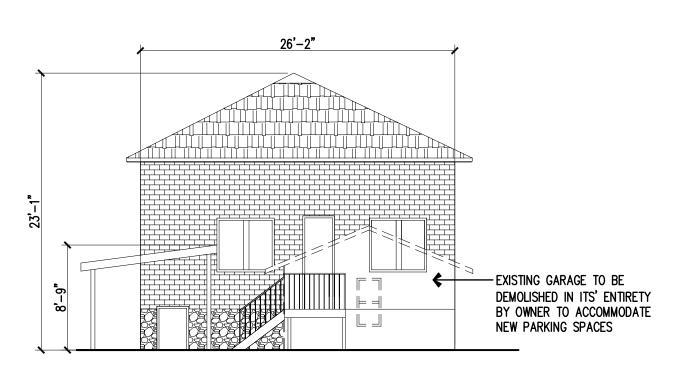
915-241-1841

John A Eby,

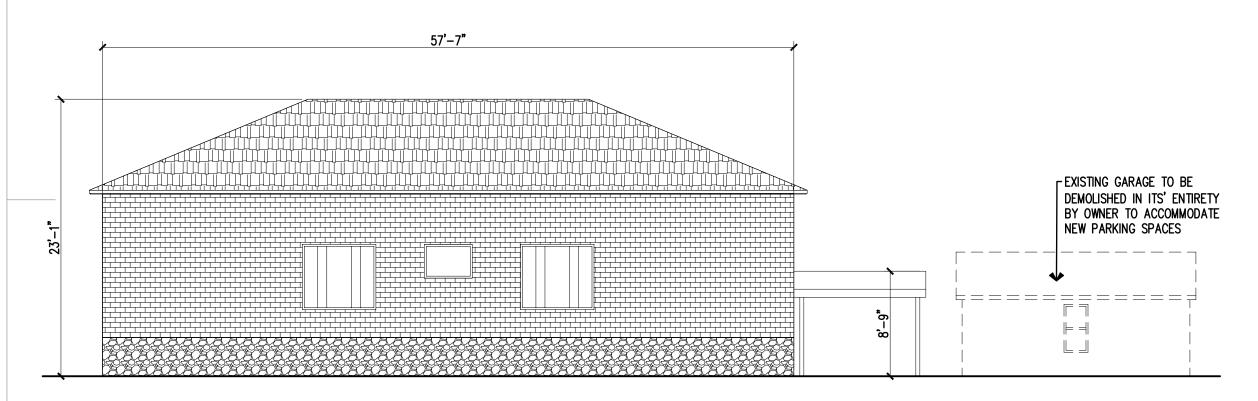
TBPELS FIRM #10001200







SOUTH ELEVATION



EAST ELEVATION SCALE: 1/8"= 1'- 0"

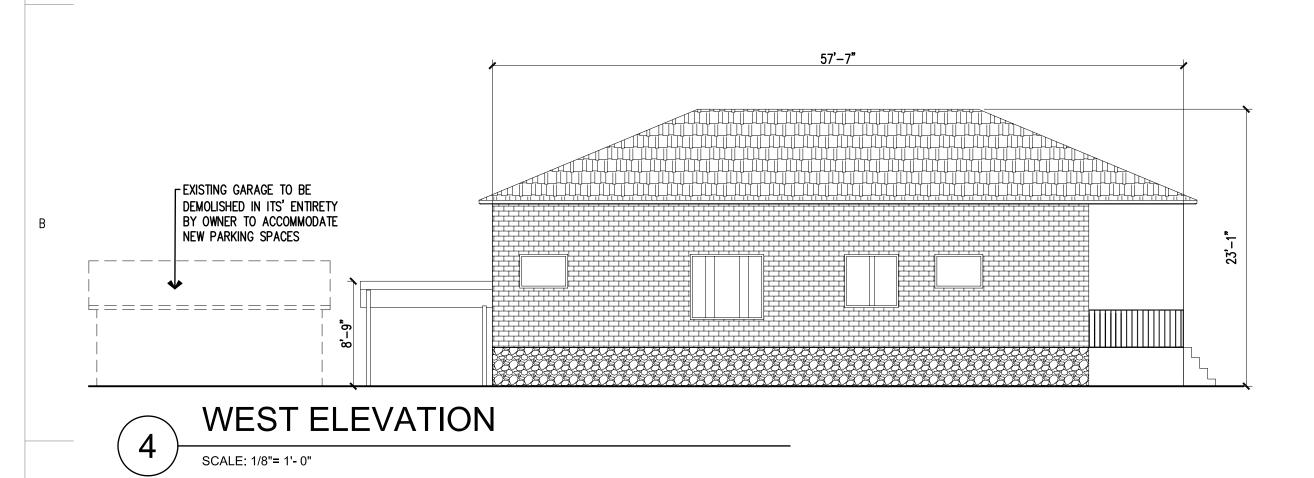
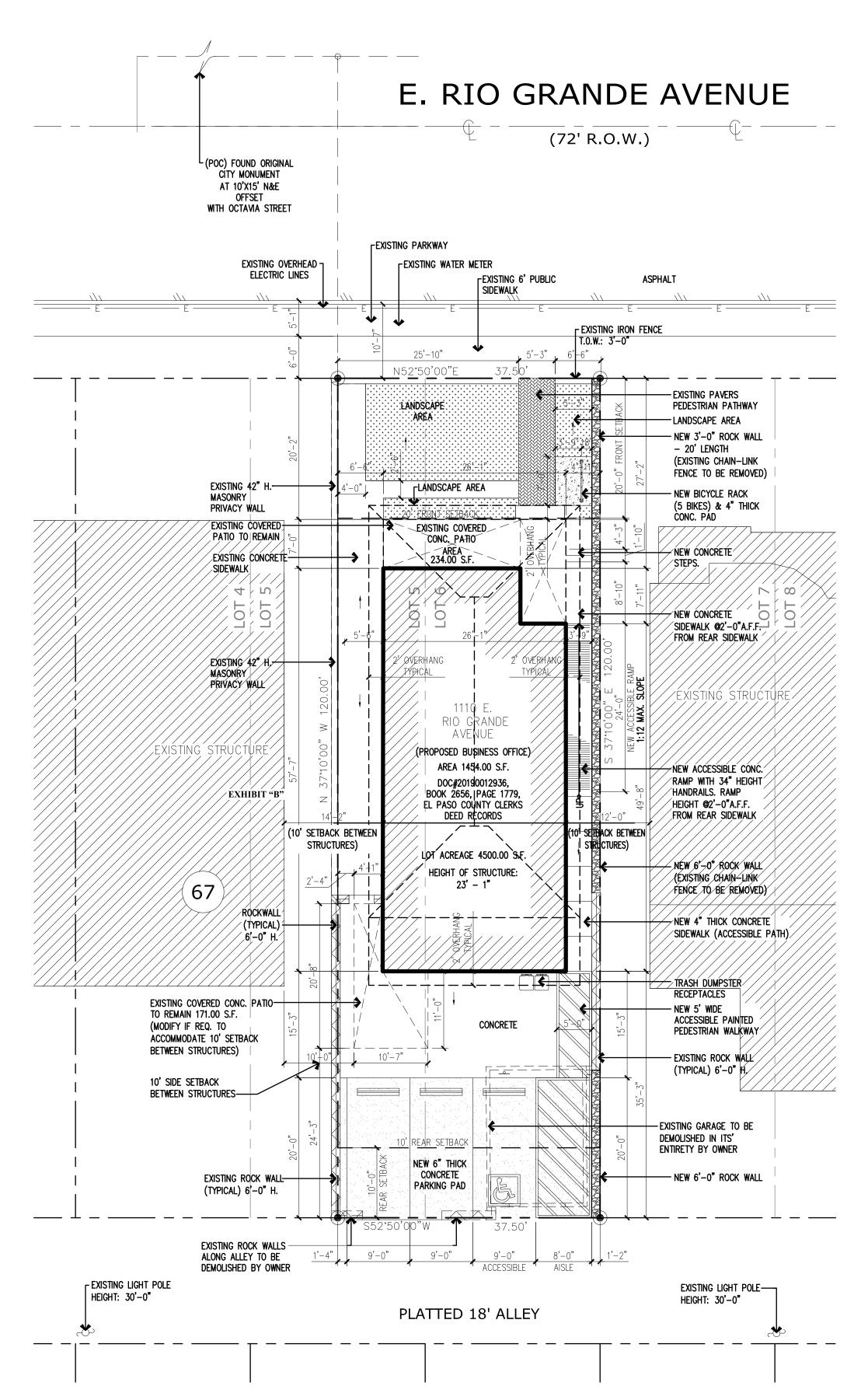
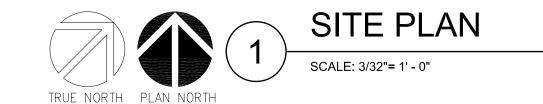


EXHIBIT "B"





PROJECT CODE INFORMATION

THE EAST 1/2 OF LOT 5 AND ALL OF LOT 6, BLOCK 67 MAP OF FRANKLIN HEIGHTS ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS

Appendix B - TABLE OF DENSITY AND DIMENSIONAL STANDARDS				JARDS		
- ZONING & SETBACKS						
ZONING TYPE (PROPOSED)				Side Yard (in feet)	Minimum Side Street Yard (in feet)	Minimum Cumulative Side & Side Street
S-D	20	10	N/A	10 Between Structures	10	N/A

A REDUCTION TO BE REQUESTED TO REZONE TO S-D FOR LESS THAN AN ACRE

Minimum Lot Area (square feet): N/A Minimum Average Lot Width (in feet): N/A

Minimum Lot Depth (in feet): N/A

Maximum Height Limitation (in feet): -5'; except in developments of more than 25 acres or

is approved by City Council

RAINAGE NOTE:

IIS DEVELOPMENT WILL NOT AFFECT THE DRAINAGE CONDITIONS OF THE SITE) IMPROVEMENTS WILL BE PLACED OVER PRE-EXISTING DEVELOPMENT.

8.46 LANDSCAPE ORDINANCE REQUIREMENTS

HIS DEVELOPMENT WILL NOT AFFECT THE LANDSCAPE CONDITIONS OF THE ITE SINCE NO IMPROVEMENTS WILL BE PLACED OVER EXISTING DEVELOPMENT.

EXISTING LANDSCAPE AREA: 408.00 S.F.

0.1033058 creage of the lot : 4,500.00 S.F. Area of parcel in square feet : 1,454.00 S.F.

Area of building in square feet : inear feet of street frontage minus driveways :

Appendix C- TABLE OF PARKING REQUIREMENTS AND STANDARDS

BUILDING AREA = 1454.00 S.F.

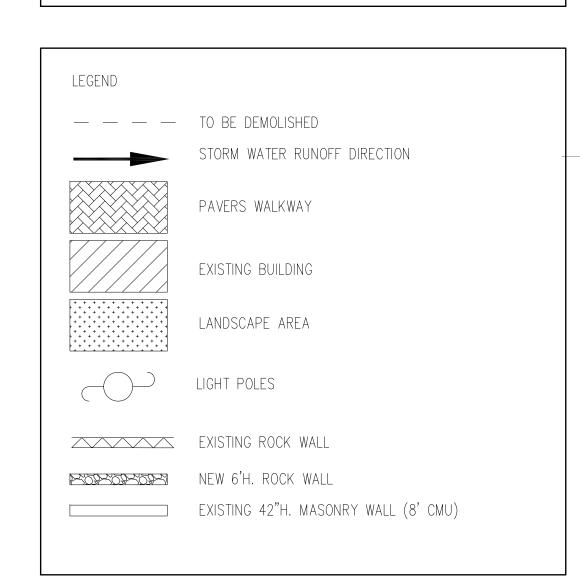
MINIMUM REQUIRED PARKING: 1,454 / 576 GFA = 3 SPACES MAX REQUIRED PARKING: 1,454 / 400 GFA = 4 SPACES

TOTAL PARKING SPACES PROVIDED: 3 PARKING SPACES;

ONE ACCESSIBLE SPACE AND TWO REGULAR PARKING SPACES FROM ALLEY

MINIMUM REQUIRED ADA PARKING: 1

PROPOSED ADA PARKING : 1 MINIMUM REQUIRED BICYCLE PARKING: 3 PROPOSED BICYCLE PARKING :1 BIKE RACK FOR 5 BICYCLES





PLANNING & INSPECTIONS DEPARTMENT PLANNING DIVISION DETAILED SITE DEVELOPMENT PLAN APPROVED BY CITY COUNCIL

ERNESTO VASQUEZ Emet Varque

Kevin Smith EXECUTIVE SECRETARY, CITY PLAN COMMISSION

CITY MANAGER

AR









DETAILED SITE DEVELOPMENT PLAN

A1.0

1110 Rio Grande

City Plan Commission — July 25, 2024

CASE NUMBER: PZRZ23-00009

CASE MANAGER: Luis Zamora, (915) 212-1552, ZamoraLF@elpasotexas.gov

PROPERTY OWNER: Ernesto Vazquez **REPRESENTATIVE:** Genaro Mier

LOCATION: 1110 Rio Grande Ave. (District 8)

PROPERTY AREA: 0.10 acres

REQUEST: Rezone from A-2 (Apartment) to S-D (Special Development) and

Approval of Detailed Site Development Plan with Reduction to

Minimum District Area

RELATED APPLICATIONS: None

PUBLIC INPUT: None received as of July 18, 2024

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from A-2 (Apartment) to S-D (Special Development) with reduction to the minimum district area to allow for a business office.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL** of the rezoning request. This recommendation is based on the consistency of the request with *Plan El Paso*, the City's adopted Comprehensive Plan, for the G-2, Traditional Neighborhood future land use designation.

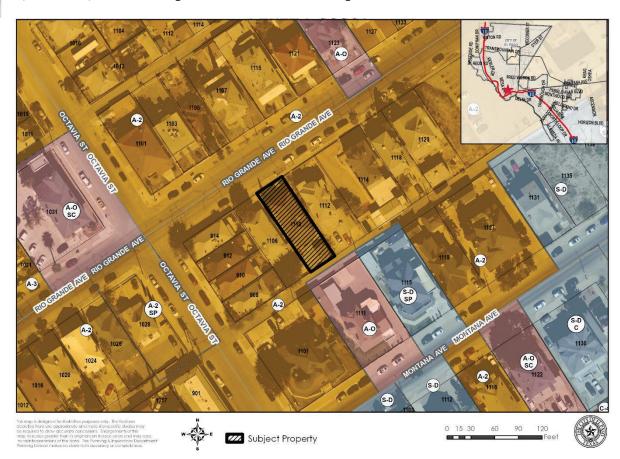


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant requests to rezone the subject property from A-2 (Apartment) to S-D (Special Development) and approval of a Detailed Site Development Plan with reduction to the minimum district area to allow for a business office. The size of the property is approximately 4,500 square feet. The applicant proposes converting an existing single-family dwelling into a business office. The detailed site development plan shows a 1,454-square-foot building with a maximum height of 23 feet 1 inch. The site plan is compliant with the minimum required vehicular and bicycle parking spaces, providing three (3) of each. The proposed site plan is also compliant with landscape and drainage requirements per the City Code. Vehicular access to the subject property is proposed from Octavia Street and Noble Street via the rear alley while providing pedestrian access from the public sidewalk along Rio Grande Avenue.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed development and use are permitted with the approval of a detailed site development plan in the S-D (Special Development) zoning district and will contribute to a mix of uses already present in the surrounding area. Adjacent properties to the north, east, and west are zoned A-2 (Apartment) and consist of apartments and single-family dwellings. The property to the south is zoned A-O (Apartment/Office) and consists of a single-family dwelling. The closest school the Wiggs Middle School located 0.33 miles away and the closest park is Houston Park located 0.15 miles away.

COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:

Criteria

Future Land Use Map: The proposed zone change is compatible with the Future Land Use designation for the property:

G-2, Traditional Neighborhood: This sector includes the remainder of central El Paso as it existed through World War II. Blocks are small and usually have rear alleys; buildings directly faced streets; schools, parks, and small shops are integrated with residential areas. This sector is well-suited for the use of the Smart Code as a replacement for current zoning when planned in conjunction with specific neighborhood plans or identified in this Comprehensive Plan.

Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:

S-D (Special Development) District: The purpose of this district is to provide an opportunity for mixeduse projects, integrated in design, in certain older residential areas where there is a desire to permit a variety of nonresidential uses while maintaining the established residential appearance and landscaping of the area. The regulations of this district are designed to ensure compatibility with existing uses in the district; to permit the production, exhibit or sale of goods and the providing of services to the public in such older residential areas; to protect the traffic capacity of streets serving such older residential areas; to encourage flexibility by prescribing general performance standards for such older residential areas; and to protect the environment of adjacent areas. For the purpose of this district, older areas of the city shall be deemed those areas where

Does the Request Comply?

Yes. The subject property is proposed to be converted into a business office, which is in character with the future land use designation of *Plan El Paso*.

Yes. The proposed S-D (Special Development) district is compatible with the (Special adjacent S-D A-O/c Development), A-2 (Apartment), and (Apartment/Office/condition) zoning districts. Changing the zoning district of the subject property to S-D (Special Development) contributes to the mix of uses already present in the area. Converting the use of the existing single-family dwelling in to a business office use will maintain the established residential appearance and landscaping of the area of the older residential area.

COMPLIANCE WITH PLAN EL PASO/REZONING	_
proposed rezoning is in accordance with Plan	El Paso, consider the following factors:
development has existed for at least twenty-five	
years.	
Preferred Development Locations: Is the property in a	Yes. The property is designated G-2, Traditional
preferred development location identified in Plan El	Neighborhood, and is a preferred location for a mix of
Paso?	uses.
THE PROPOSED ZONING DISTRICT'S EFFECT ON THI EVALUATING THE FOLLOWING FACTORS:	E PROPERTY AND SURROUNDING PROPERTY, AFTER
Historic District or Special Designations & Study Area	The subject property does not lie within an historic
Plans: Any historic district or other special designations	district, study area plan, or overlay district.
that may be applicable. Any adopted small areas plans,	
including land-use maps in those plans.	
Potential Adverse Effects: Potential adverse effects	There are no anticipated adverse impacts.
that might be caused by approval or denial of the	
requested rezoning.	
Natural Environment: Anticipated effects on the	The subject property does not involve green field or
natural environment.	environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area has been in transition within the last 10 years. The last rezoning in the nearby area happened a property approximately 6 blocks southwest of the subject property, with the property being rezoned from C-1/c/sp (Commercial/conditions/special permit), A-2 (Apartments), and C-4/sp (Commercial/special permit) to G-MU/c/sp (General Mixed Use/conditions/special permit) in 2021.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The proposed development is within an older, stable area of the city. The established neighborhood is comprised of single-family dwelling, multi-family uses, and business offices. Several properties to the southeast and southwest of the subject property are zoned S-D (Special Development). Rezoning the subject property from A-2 (Apartment) to S-D (Special Development) will allow for more of a mix of uses along the neighborhood.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property fronts Rio Grande Avenue, a minor arterial as designated in the City of El Paso's Major Thoroughfare Plan (MTP). Vehicular access to the subject property is proposed from Octavia Street and Noble Street via the rear alley while providing pedestrian access from the public sidewalk along Rio Grande Avenue. There are existing sidewalks in the area, and there are approximately eleven (11) bus stops within walking distance (0.25 miles) from the property. The existing infrastructure and services are adequate to serve the proposed development.

PUBLIC COMMENT: The subject property lies within the boundaries of the El Paso Central Business Association, Central El Paso Community Organization, the Sunrise Civic Group, the Houston Park Neighborhood Association, and the Rio Grande Neighborhood Association all of which were notified of the rezoning request. Property owners within 300 feet of the subject property were notified of the rezoning request on July 10, 2024. As of July 18, 2024, the Planning Division has not received communication in support or opposition to the request.

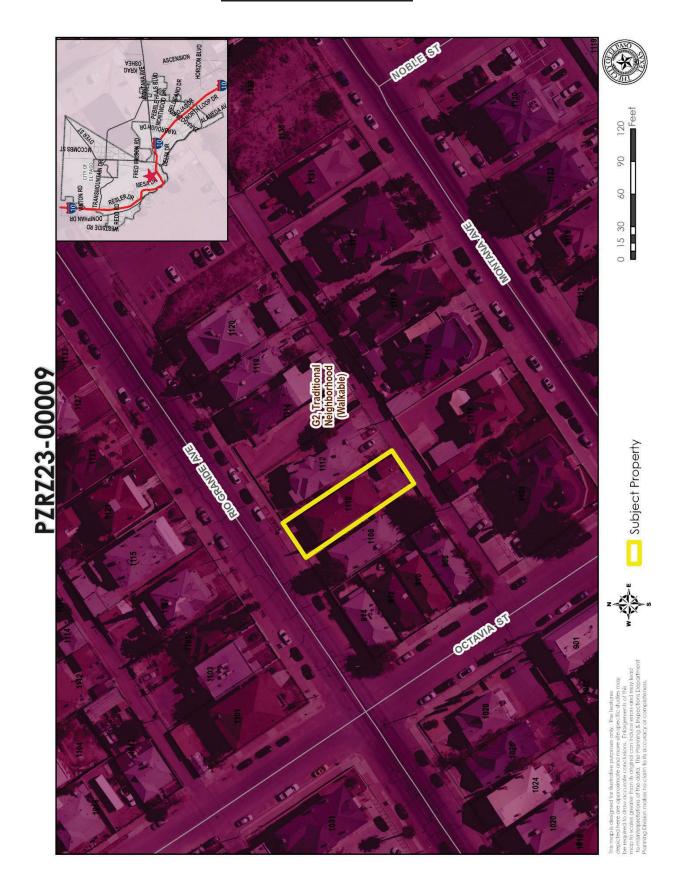
CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

- 1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
- 2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.
- 3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

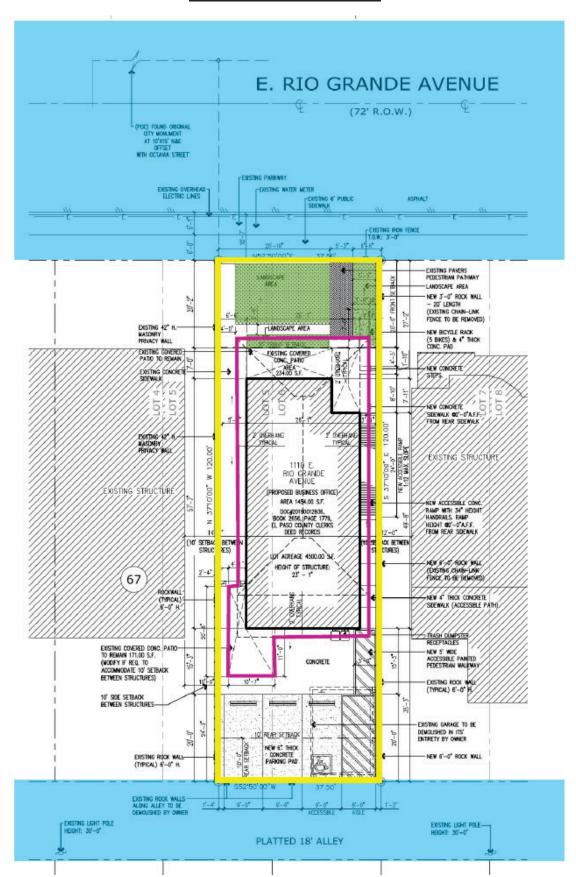
ATTACHMENTS:

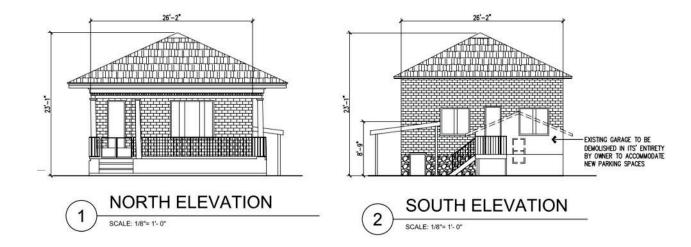
- 1. Future Land Use Map
- 2. Detailed Site Development Plan
- 3. Department Comments
- 4. Neighborhood Notification Boundary Map

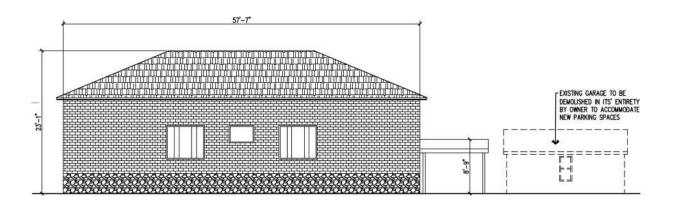
ATTACHMENT 1

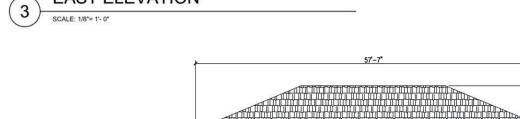


ATTACHMENT 2

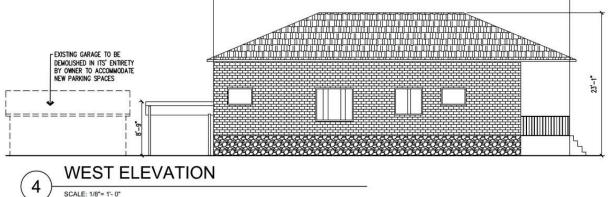








EAST ELEVATION



ATTACHMENT 3

Planning and Inspections Department - Planning Division

Staff recommends **APPROVAL** of the rezoning request. This recommendation is based on the consistency of the request with *Plan El Paso*, the City's adopted Comprehensive Plan, for the G-2, Traditional Neighborhood future land use designation.

Planning and Inspections Department - Plan Review & Landscaping Division

Recommend approval, no objections.

<u>Planning and Inspections Department – Land Development</u>

Recommend approval, no objections.

Fire Department

Recommend approval, no adverse comments.

Police Department

No comments received.

Environment Services

No comments received.

Streets and Maintenance Department

No comments received.

Sun Metro

No comments received.

El Paso Water

No objections to the request.

There is an existing 48-inch diameter water main along Rio Grande Avenue located approximately 36-feet north of the southern right-of-way. No direct service connections are allowed to this main as per the El Paso Water — Public Service Board (EPWater-PSB) Rules and Regulations. There is an existing 12-inch diameter water main along Rio Grande Avenue located approximately 19-feet south of the northern right-of-way. This water main is available for service.

EPWU-PSB Comments

EPWater-PSB records indicate an active %-inch domestic water meter serving the subject property. The address for this service is 1110 Rio Grande Avenue.

Previous water pressure from fire hydrant #01650 located at the northeast corner of the intersection of Montana Avenue and Octavia Street has yielded a static pressure of 100 psi, a residual pressure of 95 psi, and a discharge of 531 gallons per minute. The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer and relief valve, to be set for pressure as desired by the customer. The Lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

Sanitary Sewer

There is an existing 8-inch diameter sanitary sewer main in the alley between Rio Grande Avenue and Montana Avenue. It is located approximately 10-feet north of the southern right-of-way line. This main is available for service.

General

EPWater requires a new service application to provide additional 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.

Stormwater:

No objections to the request.

As per Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of greenspace, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.

El Paso County 911 District

No comments received.

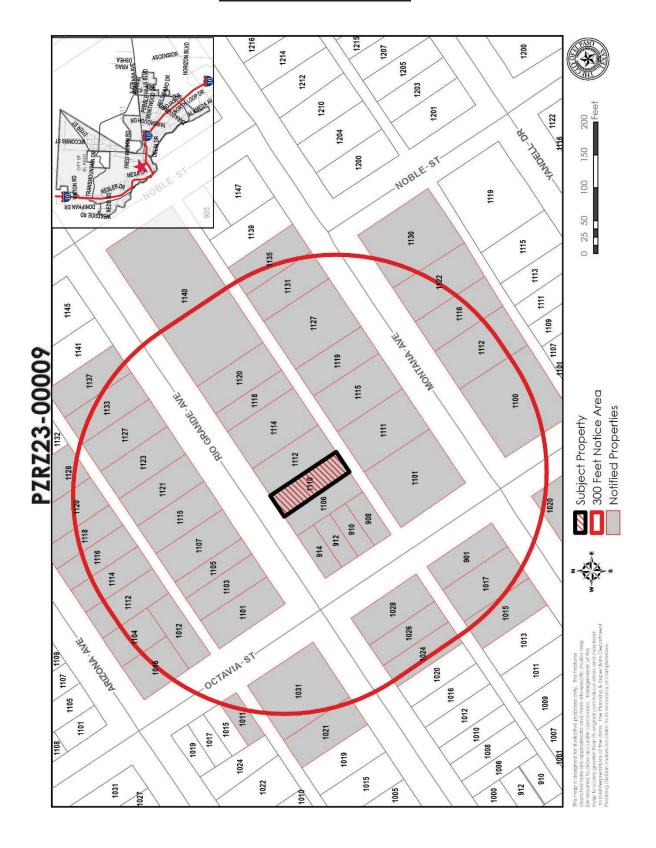
Texas Department of Transportation

No comments received.

El Paso County Water Improvement District #1

No comments received.

ATTACHMENT 4



DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit. "Contributor" A person making a contribution, including the contributor's spouse. Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in "Donation" their district. An individual and spouse, a business entity, or an individual who owns a business entity in whole or in "Donor" part, or is operated by the individual, that is the subject of a council agenda item. "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	Ernesto Vasquez		
Business Name			
Agenda Item Type			
Relevant Department			

Disclosu	re Affirm	ation: Please check the appropriate box below to indicate whether you have made campaign
contribut	ions or do	nations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s)
or term(s) of City o	ffice specified in Section 2.92.080 of the El Paso Municipal Code.
X	City Cou	OT made campaign contributions or donations totaling an aggregate of \$500 or more to any noil member(s) during their campaign(s) or term(s) of City office, as specified in Section of the El Paso Municipal Code.
OR		
		ade campaign contributions or donations totaling an aggregate of \$500 or more to the following ncil member(s) during their campaign(s) or term(s) of City office:
OF	ICE	CURRENT COUNCIL MEMBER NAME

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor	110/200 200	
District 1	/AU/8 1	31511
District 2	压器 米	36 60
District 3	14136 LA	2/0/
District 4	11, 130,000	5/, //
District 5		
District 6	A CRY A	5
District 7	THE TOTAL PROPERTY OF THE PARTY	
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.

Signature: Ernez	2 Vacques	Date: 9-19-	-2024

El Paso, TX

Legislation Text

File #: 24-1420, 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

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.

An Ordinance authorizing the City Manager to execute a guitclaim (tax resale) deed conveying all right, title and interest to Hector Perez II, of the following and described parcel:

Tract 1, J A Friedenbloom, Survey 130, Abstract 2732, an Addition to the City of El Paso, El Paso County, Texas.

In accordance with Section 34.05 (h) of the Tax Code. Section 34.05 (h) permits the City to sell a property for the total amount of the judgment and the sale of the property does not require the consent of each taxing entity entitled to receive proceeds from the sale.

CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: October 22, 2024

PUBLIC HEARING DATE: November 12, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Maria O. Pasillas, (915) 212-1737

DISTRICT(S) AFFECTED: District No. 8

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

SUBGOAL: 6.11 Provide efficient and effective services to taxpayers

SUBJECT:

An Ordinance authorizing the City Manager to execute a quitclaim (tax resale) deed conveying all right, title and interest to Hector Perez II, to the following and described parcel:

Tract 1, J A Friedenbloom, Survey 130, Abstract 2732, an Addition to the City of El Paso, El Paso County, Texas.

In accordance with Section 34.05 (h) of the Tax Code. Section 34.05 (h) permits the City to sell a property for the total amount of the judgment and the sale of the property does not require the consent of each taxing entity entitled to receive proceeds from the sale.

BACKGROUND / DISCUSSION:

The property being sold is referred to as a "struck off" property because it was bid off to the City at a tax sale when no bids were received. An offer has been made to purchase the properties for the full amount of the opening bid at the time of sale.

Taxpayer was provided Contribution and Disclosure Forms in accordance with Ordinance No.019581.

PRIOR COUNCIL ACTION:

Council has considered this type of item previously.

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ✓ YES __NO

PRIMARY DEPARTMENT: Tax Office SECONDARY DEPARTMENT: N/A

DEPARTMENT HEAD:

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

Revised 04/09/2021 615

ORDINANCE NO.	
---------------	--

AN ORDINANCE authorizing the City Manager to execute a Quitclaim ("Tax Resale") deed conveying all right, title, and interest in real property described as Tract 1, J A Friedenbloom, Survey 130, Abstract 2732, an Addition to the City of El Paso, El Paso County, Texas, to **Hector Perez II**, in accordance with Section 34.05(h) of the Texas Tax Code.

Whereas, by Sheriff's Sale conducted on December 5, 2023, the below described property was struck off to the City of El Paso, (the "City") as Trustee, pursuant to a delinquent tax foreclosure decree of the 210th Judicial District Court, El Paso County, Texas; and

Whereas, the sum of <u>FIVE THOUSAND TWO HUNDRED and 00/xx Dollars</u> (\$5,200.00) has been tendered by **Hector Perez II**, for the purchase of said property pursuant to Section 34.05 (h)(2) of the Texas Tax Code.

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

That the City Manager is hereby authorized to execute a Quitclaim deed conveying to **Hector Perez II**, all of the right, title, and interest of the City of El Paso, and all other taxing units interested in the tax foreclosure judgment in the following described real property:

Tract 1, J A Friedenbloom, Survey 130, Abstract 2732, an Addition to the City of El Paso, El Paso County, Texas.

ADOPTED THIS	day of	, 2024.
		CITY OF EL PASO:
		Oscar Leeser Mayor
ATTEST:		
Laura Prine City Clerk		
APPROVED AS TO FORM:		APPROVED AS TO CONTENT:
Oscar Gomez		Maria O. Pasillas, RTA
Assistant City Attorney		Tax Assessor-Collector

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.

TAX RESALE DEED

STATE OF TEXAS

 \mathbf{X}

X

KNOW ALL MEN BY THESE

PRESENTS

COUNTY OF EL PASO

 \mathbf{X}

That the City of El Paso, Trustee, acting through its City Manager, hereunto duly authorized by resolution and order of the governing body of said City, which is duly recorded in its official Minutes, hereinafter called grantor, for and in consideration of the sum of \$5,200.00 cash in hand paid by

Hector Perez II 9201 GJ Forster Pl. El Paso, TX 79924

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, has quitclaimed and by these presents does quitclaim unto said grantee(s) all of the right, title and interest of grantor and all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under **Cause No. 2017DTX1385**; in the district court of said county, said property being located in El Paso County, Texas, and described as follows:

Tract 1, J A Friedenbloom, Survey 130, Abstract 2732, an Addition to the City of El Paso, El Paso County, Texas.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantor, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Taxes for the present year are to be paid by grantee(s) herein.

This deed is given expressly subject to any existing right of redemption remaining in the former owner of the property under the provisions of law and also subject to any recorded restrictive covenants running with the land, and valid easements of record as of the date of this sale, if such covenants or easements were recorded prior to January 1 of the year the tax lien(s) arose.

THIS SALE IS BEING CONDUCTED PURSUANT TO STATUTORY OR JUDICIAL REQUIREMENTS. BIDDERS WILL BID ON THE RIGHTS, TITLE, AND INTERESTS, IF ANY, IN THE REAL PROPERTY OFFERED.

THE PROPERTY IS SOLD AS IS, WHERE IS, AND WITHOUT ANY WARRANTY, EITHER EXPRESS OR IMPLIED. NEITHER THE COUNTY NOR THE SHERIFF'S DEPARTMENT WARRANTS OR MAKES ANY REPRESENTATIONS ABOUT THE PROPERTY'S TITLE, CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. BUYERS ASSUME ALL RISKS.

IN SOME SITUATIONS, A LOT OF FIVE ACRES OR LESS IS PRESUMED TO BE INTENDED FOR RESIDENTIAL USE. HOWEVER, IF THE PROPERTY LACKS WATER OR WASTEWATER SERVICE, THE PROPERTY MAY NOT QUALIFY FOR RESIDENTIAL USE. A POTENTIAL BUYER WHO WOULD LIKE MORE INFORMATION SHOULD MAKE ADDITIONAL INQUIRIES OR CONSULT WITH PRIVATE COUNSEL.

ESTA VENTA SE LLEVA ACABO DE CONFORMIDAD CON LOS REQUISITOS JUDICIALES O ESTABLECIDOS POR LA LEY. EL CONDADO DE EL PASO Y EL DEPARTAMENTO DEL SHERIFF SOLO ACTUAN COMO VÍA DE INFORMACIÓN. LOS INTERESADOS HARAN OFERTAS SOBRE LOS DERECHOS, TÍTULO, E INTERESES, SI ES QUE LOS HAY, EN EL INMUEBLE OFRECIDO.

LA PROPIEDAD SE VENDE COMO ESTA, DONDE ESTA, Y SIN GARANTÍA ALGUNA, YA SEA EXPRESA O IMPLÍCITA. NI EL CONDADO NI EL DEPARTAMENTO DEL SHERIFF GARANTIZA O HACE ALGUNA REPRESENTACIÓN ACERCA DEL TÍTULO DE LA PROPIEDAD, SU CONDICIÓN, HABITABILIDAD, COMERCIALIZACIÓN, O SU ADECUACIÓN PARA ALGÚN PROPÓSITO EN PARTICULAR. LOS COMPRADORES ASUMEN TODOS LOS RIESGOS.

EN ALGUNAS SITUACIONES SE ASUME QUE UN LOTE DE 5 ACRES O MENOS ES PARA USO RESIDENCIAL. SIN EMBARGO, SI LA PROPIEDAD CARECE DE AGUA O SERVICIO DE DESAGÜE, LA PROPIEDAD NO CALIFICA PARA USO RESIDENCIAL. EL POSIBLE COMPRADOR QUE QUIERA MÁS INFORMACIÓN DEBERÁ HACER MÁS INDAGACIONES O CONSULTAR CON UN ABOGADO PRIVADO.

IN TESTIMONY WHEREOF the City of El executed this day of	Paso, Trustee has caused these presents to be, 20
	CITY OF EL PASO, TRUSTEE
	By:
	Name: Dionne Mack Title: City Manager
ACKNO	WLEDGEMENT
STATE OF TEXAS	X
COUNTY OF EL PASO	X
This instrument was acknowledged $\underline{\hspace{1cm}}$, 20, by D	before me on this day of ionne Mack, City Manager, of the City of El
	Notary Public, State of Texas Commission Expires:
After recording return to:	
Hector Perez II 9201 GJ Forster Pl. El Paso, TX 79924	



El Paso, TX

300 N. Campbell El Paso, TX

Legislation Text

File #: 24-1407, 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 Capital Improvement Department, Yvette Hernandez, (915) 212-1860 Airport, Tony Nevarez, (915) 212-7301

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: 1.4: Grow the core business of air transportation.

Award Summary:

Discussion and action on the award of Solicitation 2024-0557 El Paso International Airport (EPIA) Five Node Intersection Remediation - Stage 1 to Jordan Foster Construction, LLC for a total estimated amount of \$22,367,117.50. This project consists of rehabilitating a portion of the airfield that the Federal Aviation Administration runway and safety action team identified as a "hotspot" located near the commercial service apron at the intersection of several taxiways creating a five-node intersection.

Department: Capital Improvement and El Paso International Airport

Award to: Jordan Foster Construction, LLC

City & State: El Paso, TX

Items: Base Bid I, Additive Alternate 1, and Additive Alternate 2

Contract Term: 475 Consecutive Days

Base Bid I: \$14,951,350.00

Additive Alternate 1: \$4,704,005.00 Additive Alternate 2: \$2,711,762.50 Total Estimated Award: \$22,367,117.50

Accounts:562-3010-580270-62335-G62A204001

562-3080-580270-62335-G62A204001

Funding Sources: \$20,130,405.75 - Federal Aviation Administration FY24 Airport Improvement Plan

Discretionary Funds

\$2,236,711.75 - Airport Enterprise

District: All

This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing, El Paso International Airport, and Capital Improvement Departments

File #: 24-1407, Version: 1

recommend award as indicated to Jordan Foster Construction, LLC the lowest responsive and responsible bidder.

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.

CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: October 22, 2024
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Yvette Hernandez, City Engineer, (915) 212-1860 Tony Nevarez, Interim Aviation Director, (915) 474-2424 K. Nicole Cote, Managing Director (915) 212-1092

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 1: Cultivate an Environment Conducive to Strong, Economic Development

SUBGOAL: 1.4: Grow the core business of air transportation

SUBJECT:

Discussion and action on the award of solicitation 2024-0557 EPIA Five Node Intersection Remediation - Stage 1 to Jordan Foster Construction, LLC for a total estimated amount of \$22,367,117.50.

BACKGROUND / DISCUSSION:

The El Paso International Airport is rehabilitating a portion of the airfield that the Federal Aviation Administration runway and safety action team identified as a "hotspot" located near the commercial service apron at the intersection of several taxiways creating a five-node intersection. The purpose of this project is to ensure the safety of airport users and aircraft. The overall result will be the reduction of taxiway intersections simplifying the path of travel, reducing potential runway incursions, segregating the fleet mix, reducing pilot confusion, and removing sections of expansive pavement. The project includes full depth taxiway pavement reconstruction, associated grading, new taxiway edge lighting and guidance sign system improvements in addition to updating the Runway 4-22 naming convention. The Five Node Intersection project also includes the reconstruction of Taxiway Golf between Taxiway L and the 8R Approach and the rehabilitation of the Remain Over Night (RON) apron of the airfield.

SELECTION SUMMARY:

Solicitation was advertised on June 11, 2024 and June 18, 2024. The solicitation was posted on City website on June 11, 2024. There were a total twenty-nine (29) viewers online; two (2) bids were received; one (1) from local supplier. An inadequate competition survey was conducted.

CONTRACT VARIANCE:

N/A

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$22,367,117.50

Funding Source: \$20,130,405.75 - Federal Aviation Administration FY24 Airport Improvement Plan Discretionary

Funds

\$2,236,711.75 - Airport Enterprise

Account: 562-3010-580270-62335-G62A204001 562-3080-580270-62335-G62A204001

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ 1E3NO
PRIMARY DEPARTMENT: Capital Improvement SECONDARY DEPARTMENT: El Paso International Airport

DEPARTMENT HEAD:
Yvette Hernandez City Engineer

Project Form Low Bid

Please place the following item on the Regular Agenda for the City Council of October 22, 2024

Strategic Goal 1: Cultivate an Environment Conducive to Strong, Economic Development

The linkage to the Strategic Plan is subsection: 1.4: Grow the core business of air transportation

Award Summary:

Discussion and action on the award of solicitation 2024-0557 EPIA Five Node Intersection Remediation - Stage 1 to Jordan Foster Construction, LLC for a total estimated amount of \$22,367,117.50. This project consists of rehabilitating a portion of the airfield that the Federal Aviation Administration runway and safety action team identified as a "hotspot" located near the commercial service apron at the intersection of several taxiways creating a five-node intersection.

Department: Capital Improvement and El Paso International Airport

Award to: Jordan Foster Construction, LLC

City & State: El Paso, TX

Items: Base Bid I, Additive Alternate 1, and Additive Alternate 2

Contract Term: 475 Consecutive Days

Base Bid I: \$14,951,350.00
Additive Alternate 1: \$4,704,005.00
Additive Alternate 2: \$2,711,762.50
Total Estimated Award: \$22,367,117.50

Accounts: 562-3010-580270-62335-G62A204001

562-3080-580270-62335-G62A204001

Funding Sources: \$20,130,405.75 - Federal Aviation Administration FY24 Airport

Improvement Plan Discretionary Funds

\$2,236,711.75 - Airport Enterprise

District: All

This was a Low Bid Procurement – unit price contract

The Purchasing & Strategic Sourcing, El Paso International Airport, and Capital Improvement Departments recommend award as indicated to Jordan Foster Construction, LLC the lowest responsive and responsible bidder.

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.

2024-0557 EPIA Five Node Intersection Remediation - Stage 1 Bid Tab Summary

	Bidder's Name	Base Bid I + Mobilization	Additive Alternate 1 + Mobilization	Additive Alternate 2 + Mobilization	Total	
1	Jordan Foster Construction, LLC	\$ 14,951,350.00	\$ 4,704,005.00	\$ 2,711,762.50	\$ 22,367,117.50	
2	W.W Clyde & CO	\$ 25,251,975.00	\$ 7,373,295.00	\$ 4,663,885.00	\$ 37,289,155.00	





BID NO: 2024-0557

BID TITLE: EPIA Five Node Intersection Remediation - Stage 1

				El Pa	Jordan Foster Construction, LLC EI Paso, TX Bidder 1 of 2		W.W. Clyde & Co. Englewood, CO Bidder 2 of 2		
ITEM NO.	Approximate / Estimate Quantity	Unit of Measure	Description	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total		
BASE	BID I			T	T			1	
1	1	LS	SS-120-3.1 Construction Safety and Security	\$ 295,000.00	\$ 295,000.00	\$ 778,500.00	\$ 778,500.00		
2	1	LS	SS-130-4.1 Trench and Excavation Safety Systems	\$ 3,000.00	\$ 3,000.00	\$ 40,000.00	\$ 40,000.00		
3	8,000	SY	SS-215-5.1 Recycled Asphalt Pavement (RAP) Millings (4")	\$ 9.00	\$ 72,000.00	\$ 7.50	\$ 60,000.00		
4	20,500	SY	SS-230-5.1 Soil Stabilization - Millings	\$ 8.00	\$ 164,000.00	\$ 14.00	\$ 287,000.00		
5	81,000	SY	SS-230-5.2 Soil Stabilization - Dust Palliative	\$ 4.00	\$ 324,000.00	\$ 1.50	\$ 121,500.00		
6	1	LS	SS-300-5.1 Lockout/Tagout and Constant Current Regulator Calibration Procedures	\$ 38,000.00	\$ 38,000.00	\$ 45,000.00	\$ 45,000.00		
7	1	LS	SS-300-5.2 Circuit Modifications and Re-Tagging for Circuits T3 and T3-S	\$ 120,000.00	\$ 120,000.00	\$ 141,000.00	\$ 141,000.00		
8	525	LF	SS-301-5.1 Concrete Encased Electrical Duct Bank, Removed	\$ 2.60	\$ 1,365.00	\$ 3.00	\$ 1,575.00		
9	10	EA	SS-301-5.2 Existing Electrical Handhole, Removed	\$ 4,000.00	\$ 40,000.00	\$ 5,000.00	\$ 50,000.00		
10	71	EA	SS-301-5.3 Existing Concrete Encased, Light Base Junction Structure, Removed	\$ 1,500.00	\$ 106,500.00	\$ 1,700.00	\$ 120,700.00		
11	155	EA	SS-301-5.4 Existing Base Mounted Edge Light, Removed, Base Demolished	\$ 935.00	\$ 144,925.00	\$ 1,300.00	\$ 201,500.00		
12	15	EA	SS-301-5.5 Existing Base Mounted Edge Light, Removed with Base To Remain and Blank Cover Installed	\$ 725.00	\$ 10,875.00	\$ 840.00	\$ 12,600.00		
13	22	EA	SS-301-5.6 Existing Base Mounted Guidance Sign, Removed, Base Demolished	\$ 2,235.00	\$ 49,170.00	\$ 1,900.00	\$ 41,800.00		
14	500	EA	SS-305-5.1 Directional Boring, 6-Way 2"C Polyethylene Conduits	\$ 300.00	\$ 150,000.00	\$ 350.00	\$ 175,000.00		
15	1	LS	SS-307-5.1 ALCMS Control Modifications Construction Support	\$ 139,000.00	\$ 139,000.00	\$ 163,000.00	\$ 163,000.00		
16	1	LS	SS-310-5.1 Temporary Airfield Lighting	\$ 105,000.00	\$ 105,000.00	\$ 135,000.00	\$ 135,000.00		
17	1	LS	C-100-14.1 Contractor Quality Control Program (CQCP)	\$ 150,000.00	\$ 150,000.00	\$ 1,263,000.00	\$ 1,263,000.00		
18	1	LS	C-102-5.1 Temporary Erosion Control	\$ 36,000.00	\$ 36,000.00	\$ 201,000.00	\$ 201,000.00		





BID TITLE: EPIA Five Node Intersection Remediation - Stage 1

BID NO: 2024-0557 DEPARTMENT: El Paso International Airport

BID DATE: July 10, 2024

	Jordan Foster Construction, LLC El Paso, TX Bidder 1 of 2 W.W. Clyde & Co. Englewood, CO Bidder 2 of 2							
ITEM NO.	Approximate / Estimate Quantity	Unit of Measure	Description	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total	
19				Space Left Blank Intenti	onally.			
20	4,700	SY	P-101-5.1a Full Depth Concrete Pavement Section Removal	\$ 68.00	\$ 319,600.00	\$ 100.00	\$ 470,000.00	
21	84,700	SY	P-101-5.1b Full Depth Asphalt Pavement Section Removal	\$ 13.00	\$ 1,101,100.00	\$ 22.00	\$ 1,863,400.00	
22	400	SY	P-101-5.2a Variable Depth Cold Milling	\$ 6.00	\$ 2,400.00	\$ 9.00	\$ 3,600.00	
23	14,600	SY	P-101-5.2b 3" Uniform Cold Milling	\$ 1.75	\$ 25,550.00	\$ 3.50	\$ 51,100.00	
24	8,200	SY	P-101-5.2c 4" Uniform Cold Milling	\$ 2.00	\$ 16,400.00	\$ 4.50	\$ 36,900.00	
25	450	LF	P-101-5.3 Removal of Pipe	\$ 40.00	\$ 18,000.00	\$ 31.00	\$ 13,950.00	
26	25,800	CY	P-152-4.1 Unclassified Excavation	\$ 32.00	\$ 825,600.00	\$ 40.00	\$ 1,032,000.00	
27	3,000	CY	P-152-4.2 Unsuitable Excavation	\$ 60.00	\$ 180,000.00	\$ 82.00	\$ 246,000.00	
28	18,500	SY	P-209-5.1 11" Crushed Aggregate Base Course	\$ 32.00	\$ 592,000.00	\$ 41.00	\$ 758,500.00	
29	40,000	SY	P-220-6.1 12" Cement Treated Soil Base Course	\$ 6.00	\$ 240,000.00	\$ 27.00	\$ 1,080,000.00	
30	2,100	TN	P-220-6.2 Cement	\$ 317.00	\$ 665,700.00	\$ 310.00	\$ 651,000.00	
31	39,200	SY	P-304-8.1 5" Cement-Treated Base Course	\$ 30.00	\$ 1,176,000.00	\$ 45.00	\$ 1,764,000.00	
32	4,700.0	TN	P-403-8.1 4" Asphalt Surface Course (Shoulder)	\$ 148.00	\$ 695,600.00	\$ 275.00	\$ 1,292,500.00	
33	21,100	SY	P-501-8.1a 15" Concrete Pavement	\$ 125.00	\$ 2,637,500.00	\$ 200.00	\$ 4,220,000.00	
34	17,200	SY	P-501-8.1b 15" Concrete Pavement (Reinforced)	\$ 138.00	\$ 2,373,600.00	\$ 280.00	\$ 4,816,000.00	
35	1	LS	P-620-5.1 Pavement Marking Coordination	\$ 25,000.00	\$ 25,000.00	\$ 11,000.00	\$ 11,000.00	
36	12,000	SF	P-620-5.2 Pavement Marking Removal	\$ 4.00	\$ 48,000.00	\$ 4.00	\$ 48,000.00	
37	450	LF	D-701-5.1 18 inch Reinforced Concrete Pipe (Class IV)	\$ 140.00	\$ 63,000.00	\$ 220.00	\$ 99,000.00	
38	1	EA	D-751-5.1 Aircraft Rated Grate Inlet	\$ 22,000.00	\$ 22,000.00	\$ 32,000.00	\$ 32,000.00	
39	1,500	SY	D-754-5.1 Concrete Ditch Paving	\$ 90.00	\$ 135,000.00	\$ 140.00	\$ 210,000.00	





BID NO: 2024-0557

BID TITLE: EPIA Five Node Intersection Remediation - Stage 1

				Jordan Foster Construction, LLC El Paso, TX Bidder 1 of 2		El Paso, TX Englewood, CO		
ITEM NO.	Approximate / Estimate Quantity	Unit of Measure	Description	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total	
40	35,000	LF	L-108-5.1 No. 8 AWG, 5kV, L-824, Type C Cable, Installed in Trench, Duct Bank, or Conduit	\$ 4.00	\$ 140,000.00	\$ 5.00	\$ 175,000.00	
41	14,500	LF	L-108-5.2 No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed in Trench, Above the Duct Bank or Conduit, Including Connections/Terminations	\$ 4.25	\$ 61,625.00	\$ 5.50	\$ 79,750.00	
42	1,000	LF	L-110-5.1 Non-Encased Electrical Conduit, 1-Way 2-inch C	\$ 37.00	\$ 37,000.00	\$ 41.00	\$ 41,000.00	
43	6,500	LF	L-110-5.2 Flowable Fill Encased Electrical Conduit, 1-Way 2-inch C	\$ 40.00	\$ 260,000.00	\$ 50.00	\$ 325,000.00	
44	200	LF	L-110-5.3 Concrete Encased Electrical Conduit, 1-Way 2-inch C, Installed in Existing Pavement with Sawcut and Repair	\$ 91.00	\$ 18,200.00	\$ 100.00	\$ 20,000.00	
45	220	LF	L-110-5.4 Concrete Encased Electrical Duct Bank, 2-Way 2-inch C	\$ 97.00	\$ 21,340.00	\$ 120.00	\$ 26,400.00	
46	220	LF	L-110-5.5 Concrete Encased Electrical Duct Bank, 7-Way 2-inch C	\$ 150.00	\$ 33,000.00	\$ 190.00	\$ 41,800.00	
47	660	LF	L-110-5.6 Non-Encased Electrical Duct Bank, 6-Way 2-inch C	\$ 70.00	\$ 46,200.00	\$ 100.00	\$ 66,000.00	
48	340	LF	L-110-5.7 Non-Encased Electrical Duct Bank, 7-Way 2-inch C	\$ 75.00	\$ 25,500.00	\$ 110.00	\$ 37,400.00	
49	4	EA	L-115-5.1 Concrete Encased Electrical Junction Structure, L-867 Class 1, Size 16" Diameter by 24" Depth	\$ 2,300.00	\$ 9,200.00	\$ 3,700.00	\$ 14,800.00	
50	1	EA	L-115-5.2 Aircraft-Rated Electrical Handhole, Interior Dimensions 4' x 4' x 4'	\$ 24,000.00	\$ 24,000.00	\$ 35,000.00	\$ 35,000.00	
51	1	EA	L-125-5.1 L-858(L) Base Mounted, 2-Module Guidance Sign, Installed on New Foundation	\$ 5,800.00	\$ 5,800.00	\$ 7,500.00	\$ 7,500.00	
52	8	EA	L-125-5.2 L-858(L) Base Mounted, 3-Module Guidance Sign, Installed on New Foundation	\$ 4,000.00	\$ 32,000.00	\$ 8,000.00	\$ 64,000.00	
53	1	EA	L-125-5.3 L-858(L) Base Mounted, 4-Module Guidance Sign, Installed on New Foundation	\$ 9,200.00	\$ 9,200.00	\$ 12,000.00	\$ 12,000.00	
54	3	EA	L-125-5.4 L-858(L) Base Mounted, Approach-Departure Guidance Sign Array, Installed on New Foundation	\$ 10,700.00	\$ 32,100.00	\$ 14,000.00	\$ 42,000.00	
55	7	EA	L-125-5.5 L-858(L) Base Mounted, 2-Module Guidance Sign, Installed on Extended Foundation	\$ 6,000.00	\$ 42,000.00	\$ 7,800.00	\$ 54,600.00	
56	1	EA	L-125-5.6 L-858(L) Base Mounted, 3-Module Guidance Sign, Installed on Extended Foundation	\$ 7,200.00	\$ 7,200.00	\$ 9,200.00	\$ 9,200.00	





BID NO: 2024-0557

BID TITLE: EPIA Five Node Intersection Remediation - Stage 1

				Jordan Foster C El Pa Bidde	so, T	X		rde & Co. ood, CO r 2 of 2	
ITEM NO.	Approximate / Estimate Quantity	Unit of Measure	Description	Price (ONLY 2 DECIMALS)		Total	Price (ONLY 2 DECIMALS)	Total	
57	40	EA	L-125-5.7 New Panels Installed in Existing Guidance Sign	\$ 2,400.00	\$	96,000.00	\$ 3,000.00	\$ 120,000.00	
58	2	EA	L-125-5.8 L-862(L) Base Mounted Runway Edge Light, Installed on Existing Base Can	\$ 2,350.00	\$	4,700.00	\$ 3,000.00	\$ 6,000.00	
59	6	EA	L-125-5.9 L-861T(L) Base Mounted Taxiway Edge Light, Installed in Existing Pavement	\$ 3,000.00	\$	18,000.00	\$ 3,900.00	\$ 23,400.00	
60	84	EA	L-125-5.10 L-861T(L) Base Mounted Taxiway Edge Light, Installed in New Shoulder Pavement	\$ 2,400.00	\$	201,600.00	\$ 3,500.00	\$ 294,000.00	
61	6	EA	L-125-5.11 Stored Incandescent Taxiway Edge Light, Installed in New Shoulder Pavement	\$ 2,000.00	\$	12,000.00	\$ 2,500.00	\$ 15,000.00	
62	2	EA	L-125-5.12 Stored Incandescent Taxiway Edge Light, Installed in Existing Pavement	\$ 1,900.00	\$	3,800.00	\$ 2,500.00	\$ 5,000.00	
			Sum Total Base Bid I (Line items 1-62)		\$	14,251,350.00		\$ 24,051,975.00	
	C-105-6.1 Mobilization (Not to exceed 5% of Base Bid)				\$	700,000.00		\$ 1,200,000.00	
	Sum Total Base Bid I Plus Mobilization				\$	14,951,350.00		\$ 25,251,975.00	





BID NO: 2024-0557

BID TITLE: EPIA Five Node Intersection Remediation - Stage 1

				Jordan Foster Construction, LLC El Paso, TX Bidder 1 of 2 W.W. Clyde & Co. Englewood, CO Bidder 2 of 2		ood, CO			
ITEM NO.	Approximate / Estimate Quantity	Unit of Measure	Description	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total		
	ve Alternate I			T	I	1	I	1	
NO.	Approximate / Estimate Quantity	Unit of Measure	Description	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)		
1	1	LS	SS-120-3.2 Construction Safety and Security (Additive Alternate 1)	\$ 140,000.00	\$ 140,000.00	\$ 327,000.00	\$ 327,000.00		
2	1,030	SY	SS-215-5.1 Recycled Asphalt Pavement (RAP) Millings (4")	\$ 9.00	\$ 9,270.00	\$ 5.00	\$ 5,150.00		
3	3,670	SY	SS-230-5.1 Soil Stabilization - Millings	\$ 8.00	\$ 29,360.00	\$ 14.00	\$ 51,380.00		
4	14,700	SY	SS-230-5.2 Soil Stabilization - Dust Palliative	\$ 4.00	\$ 58,800.00	\$ 1.50	\$ 22,050.00		
5	970	LF	SS-301-5.1 Concrete Encased Electrical Duct Bank, Removed	\$ 17.00	\$ 16,490.00	\$ 38.00	\$ 36,860.00		
6	2	EA	SS-301-5.2 Existing Electrical Handhole, Removed	\$ 4,400.00	\$ 8,800.00	\$ 4,300.00	\$ 8,600.00		
7	3	EA	SS-301-5.3 Existing Concrete Encased, Light Base Junction Structure, Removed	\$ 2,700.00	\$ 8,100.00	\$ 3,100.00	\$ 9,300.00		
8	12	EA	SS-301-5.4 Existing Base Mounted Edge Light, Removed, Base Demolished	\$ 650.00	\$ 7,800.00	\$ 3,300.00	\$ 39,600.00		
9	1	EA	SS-301-5.6 Existing Base Mounted Guidance Sign, Removed, Base Demolished	\$ 2,300.00	\$ 2,300.00	\$ 3,000.00	\$ 3,000.00		
10	1	LS	SS-310-5.1 Temporary Airfield Lighting	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00		
11	1	LS	C-100-14.2 Contractor Quality Control Program (CQCP) (Additive Alternate 1)	\$ 58,000.00	\$ 58,000.00	\$ 216,000.00	\$ 216,000.00		
12	1	LS	C-102-5.2 Temporary Erosion Control (Additive Alternate 1)	\$ 18,000.00	\$ 18,000.00	\$ 13,000.00	\$ 13,000.00		
13				Space Left Blank Intenti	onally.				
14	33,190	SY	P-101-5.1b Full Depth Asphalt Pavement Section Removal	\$ 14.00	\$ 464,660.00	\$ 22.00	\$ 730,180.00		
15	1,290	SY	P-101-5.2a Variable Depth Cold Milling	\$ 4.00	\$ 5,160.00	\$ 6.00	\$ 7,740.00		





BID NO: 2024-0557

BID TITLE: EPIA Five Node Intersection Remediation - Stage 1

					onstruction, LLC so, TX r 1 of 2	TX Englewood, CO		
ITEM NO.	Approximate / Estimate Quantity	Unit of Measure	Description	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total	
16	950	CY	P-152-4.1 Unclassified Excavation	\$ 32.00	\$ 30,400.00	\$ 48.00	\$ 45,600.00	
17	670	CY	P-152-4.2 Unsuitable Excavation	\$ 65.00	\$ 43,550.00	\$ 80.00	\$ 53,600.00	
18	1,720	CY	P-152-4.3 Borrow Excavation	\$ 35.00	\$ 60,200.00	\$ 49.00	\$ 84,280.00	
19	3,210	SY	P-209-5.1 11" Crushed Aggregate Base Course	\$ 32.00	\$ 102,720.00	\$ 40.00	\$ 128,400.00	
20	16,700	SY	P-220-6.1 12" Cement Treated Soil Base Course	\$ 7.00	\$ 116,900.00	\$ 24.00	\$ 400,800.00	
21	800	TN	P-220-6.2 Cement	\$ 320.00	\$ 256,000.00	\$ 310.00	\$ 248,000.00	
22	16,600	SY	P-304-8.1 5" Cement-Treated Base Course	\$ 31.00	\$ 514,600.00	\$ 43.00	\$ 713,800.00	
23	500	TN	P-401-8.1 4" Asphalt Surface Course	\$ 160.00	\$ 80,000.00	\$ 280.00	\$ 140,000.00	
24	740	TN	P-403-8.1 4" Asphalt Surface Course (Shoulder)	\$ 155.00	\$ 114,700.00	\$ 280.00	\$ 207,200.00	
25	14,000	SY	P-501-8.1a 15" Concrete Pavement	\$ 125.00	\$ 1,750,000.00	\$ 190.00	\$ 2,660,000.00	
26	1,630	SY	P-501-8.1b 15" Concrete Pavement (Reinforced)	\$ 140.00	\$ 228,200.00	\$ 280.00	\$ 456,400.00	
27	1	LS	P-620-5.1 Pavement Marking Coordination	\$ 26,000.00	\$ 26,000.00	\$ 11,000.00	\$ 11,000.00	
28	480	SF	P-620-5.2 Pavement Marking Removal	\$ 4.00	\$ 1,920.00	\$ 4.00	\$ 1,920.00	
29	460	SY	D-754-5.1 Concrete Ditch Paving	\$ 90.00	\$ 41,400.00	\$ 100.00	\$ 46,000.00	
30	7,000	LF	L-108-5.1 No. 8 AWG, 5kV, L-824, Type C Cable, Installed in Trench, Duct Bank, or Conduit	\$ 4.50	\$ 31,500.00	\$ 5.00	\$ 35,000.00	
31	2,550	LF	L-108-5.2 No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed in Trench, Above the Duct Bank or Conduit, Including Connections/Terminations	\$ 5.50	\$ 14,025.00	\$ 6.50	\$ 16,575.00	
32	975	LF	L-110-5.2 Flowable Fill Encased Electrical Conduit, 1-Way 2-inch C	\$ 46.00	\$ 44,850.00	\$ 54.00	\$ 52,650.00	





BID NO: 2024-0557

BID TITLE: EPIA Five Node Intersection Remediation - Stage 1

BID DATE: July 10, 2024

DEPARTMENT: El Paso International Airport

				El Pa	onstruction, LLC so, TX r 1 of 2	Englew	/de & Co. ood, CO r 2 of 2	
ITEM NO.	Approximate / Estimate Quantity	Unit of Measure	Description	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total	
33	750	LF	L-110-5.3 Concrete Encased Electrical Conduit, 1-Way 2-inch C, Installed in Existing Pavement with Sawcut and Repair	\$ 94.00	\$ 70,500.0	0 \$ 120.00	\$ 90,000.00	
34	385	LF	L-110-5.8 Non-Encased Electrical Duct Bank, 4-Way 4-inch C	\$ 100.00	\$ 38,500.0	120.00	\$ 46,200.00	
35	1	EA	L-125-5.2 L-858(L) Base Mounted, 3-Module Guidance Sign, Installed on New Foundation	\$ 11,900.00	\$ 11,900.0	13,000.00	\$ 13,000.00	
36	1	EA	L-125-5.10 L-861T(L) Base Mounted Taxiway Edge Light, Installed in New Shoulder Pavement	\$ 2,800.00	\$ 2,800.0	0 \$ 410.00	\$ 410.00	
37	12	EA	L-125-5.13 Stored LED Taxiway Edge Light, Installed in New Shoulder Pavement	\$ 2,600.00	\$ 31,200.0	0 \$ 3,500.00	\$ 42,000.00	
38	11	EA	L-125-5.14 Stored LED Taxiway Edge Light, Installed in Existing Pavement	\$ 2,700.00	\$ 29,700.0	0 \$ 3,100.00	\$ 34,100.00	
39	1	EA	L-125-5.16 Stored L-858(L) Guidance Sign, Installed on New Base	\$ 5,700.00	\$ 5,700.0	0 \$ 6,500.00	\$ 6,500.00	
			Sum Total Additive Alternate I (Line items 1-39)		\$ 4,494,005.0	0	\$ 7,023,295.00	
	C-105-6.2 Mobilization (Not to exceed 5% of Additive Alternate I)				\$ 210,000.0	0	\$ 350,000.00	
	Sum Total Additive Alternate I plus Mobilization				\$ 4,704,005.0	0	\$ 7,373,295.00	





BID TITLE: EPIA Five Node Intersection Remediation - Stage 1

BID NO: 2024-0557

BID DA	ATE: July 10, 202	24					ľ	DEPARTMENT: EI Pas	o International Airport
			El Pas	onstruction, LLC so, TX r 1 of 2	Englew	rde & Co. ood, CO r 2 of 2			
ITEM NO.	Approximate / Estimate Quantity	Unit of Measure	Description	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total		
Additiv	/e Alternate II				1		Т	T	T
NO.	Approximate / Estimate Quantity	Unit of Measure	Description	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)	Price (ONLY 2 DECIMALS)	Total (DO NOT ROUND)
1	1	LS	SS-120-3.3 Construction Safety and Security (Additive Alternate 2)	\$ 125,000.00	\$ 125,000.00	\$ 181,000.00	\$ 181,000.00		
2	3,050	SY	SS-215-5.1 Recycled Asphalt Pavement (RAP) Millings (4")	\$ 7.00	\$ 21,350.00	24.00	\$ 73,200.00		
4	26	LF	SS-301-5.8 Existing Base Mounted Edge Light, Removed with Base to Remain	\$ 600.00	\$ 15,600.00	\$ 810.00	\$ 21,060.00		
4	1	LS	C-100-14.3 Contractor Quality Control Program (CQCP) (Additive Alternate 2)	\$ 16,000.00	\$ 16,000.00	\$ 154,000.00	\$ 154,000.00		
5	1	LS	C-102-5.3 Temporary Erosion Control (Additive Alternate 2)	\$ 25,000.00	\$ 25,000.00	\$ 13,000.00	\$ 13,000.00		
6				Space Left Blank Intenti	onally.				
7	54,120	SY	P-101-5.2c 4" Uniform Cold Milling	\$ 2.00	\$ 108,240.00	2.50	\$ 135,300.00		
8	13,360	TN	P-401-8.1 4" Asphalt Surface Course	\$ 161.00	\$ 2,150,960.00	\$ 280.00	\$ 3,740,800.00		
9	1	LS	P-620-5.1 Pavement Marking Coordination	\$ 25,000.00	\$ 25,000.00	\$ 11,000.00	\$ 11,000.00		
10	2,625	LF	L-108-5.1 No. 8 AWG, 5kV, L-824, Type C Cable, Installed in Trench, Duct Bank, or Conduit	\$ 4.50	\$ 11,812.50	5.00	\$ 13,125.00		
11	26	EA	L-125-5.15 L-861T(L) Base Mounted Taxiway Edge Light, installed on Existing Base Can	\$ 3,300.00	\$ 85,800.00	3,900.00	\$ 101,400.00		
			Sum Total Additive Alternate II (Line items 1-11)		\$ 2,584,762.50		\$ 4,443,885.00		
	C-105-6.3 Mobilization (Not to exceed 5% of Additive Alternate II)				\$ 127,000.00		\$ 220,000.00		
			Sum Total Additive Alternate II plus Mobilization		\$ 2,711,762.50		\$ 4,663,885.00		
			Bid Bond	Y	ES	YI	ES		
			Amendments Acknowledged	Y	ES	YI	ES		
NOTE:	The information	contained in	this bid tabulation is for information only and does not constitute actual award/ex	ecution of contract.		•			

	EPIA Five Node Intersection Remediation - S View List	tage 1	
	Participant Name	City	<u>State</u>
1	Amtek USA, Austin	Houston	TX
2	CivTech, Inc.	Scottsdale	TX
3	ConstructConnect	Cincinnati	ОН
4	Construction Reporter	Albuquerque	NM
5	D&H United Fueling Solutions	El Paso	TX
6	Dan Williams Company	Austin	TX
7	Delegard Tool of Texas	Houston	TX
8	Delshawn Alfonzo Cruz	Baltimore	MD
9	DYER CYCLE	El Paso	TX
10	Filterbuy Incorporated	Talladega	AL
11	Garver	Fayetteville	AR
12	GrayMar Environmental Services, Inc	Cherry Hill	NJ
13	Hawk Construction	El Paso	TX
14	HDR Engineering Inc.	El Paso	TX
15	Horizone Construction 1 LTD	El Paso	TX
16	International Eagle Enterprises	El Paso	TX
17	Jobe Materials	El Paso	TX
18	Jordan Foster Construction, LLC	El Paso	TX
19	MEP Electric Contracting, Inc.	El Paso	TX
20	North America Procurement Council Inc., PBC	Grand Junction	CO
21	OLIVARES ELECTRIC OF EL PASO, LLC	El Pso	TX
22	Parkhill (Parkhill, Smith & Cooper, Inc. dba Parkhill)	El Paso	TX
23	PMI Pavement Marking, LLC (Pavement Marking, LLC)	EL PASO	TX
24	QANNEX CORP	EL PASO	TX
25	Sundt Construction, Inc.	El Paso	TX
26	The PlanIt Room	El Paso	TX
27	Virtual Builders Exchange	San Antonio	TX
28	W.W. Clyde & Co.	Englewood	CO
29	Zeraus Iluminacion	El Paso	TX

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit. "Contributor" A person making a contribution, including the contributor's spouse. "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district. "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item. "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

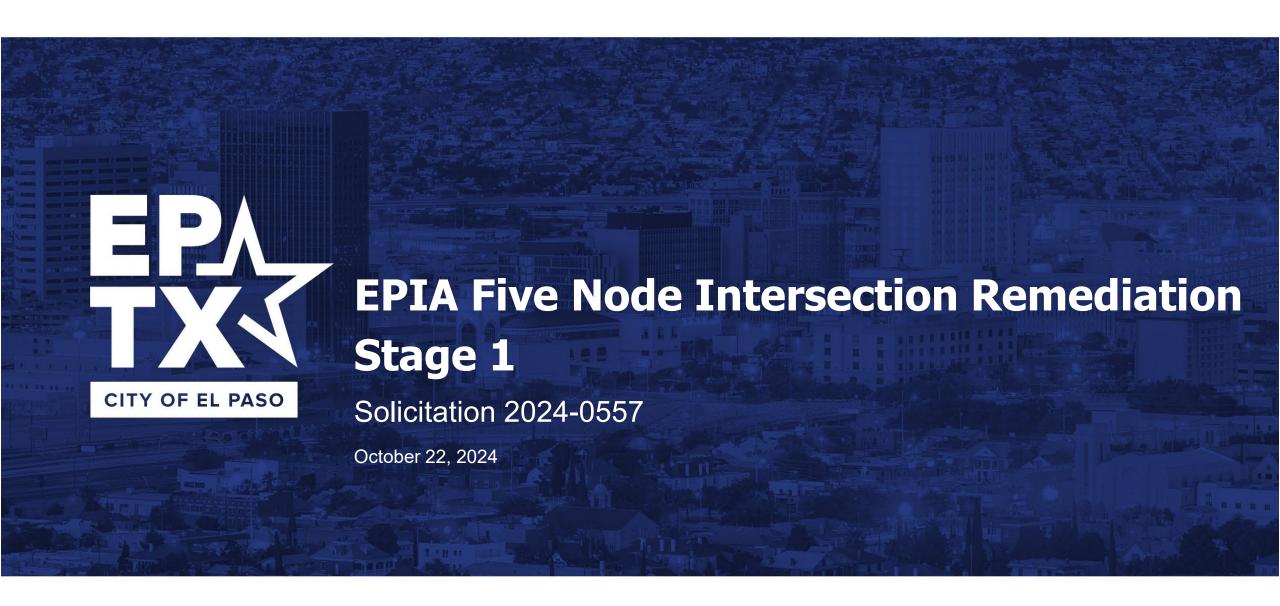
Full Name	Matthew Hardison
Business Name	Jordan Foster Construction, LLC
Agenda Item Type	N/A
Relevant Department	N/A

contribu	tions or dor	ation: Please check the appropriate box below to indic nations totaling an aggregate of \$500 or more to any Ci fice specified in Section 2.92.080 of the El Paso Munic	ty Council member(s) during their campaign(s
✓	City Cour	OT made campaign contributions or donations totaling ancil member(s) during their campaign(s) or term(s) of C of the El Paso Municipal Code.	·
OR		ade campaign contributions or donations totaling an ag	
OF	FICE	ncil member(s) during their campaign(s) or term(s) of C	AMOUNT (\$)
Ma	ayor	1/ U/2000 200	

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor	1/0/280/2	80/2/11
District 1	1/21/25_4	3/1-11
District 2	III THE	7 3 60
District 3	1413.14	2/0/1
District 4	11 130000	025/.//
District 5	11/2000	
District 6	V. FY	5
District 7		A STATE OF THE PARTY OF THE PAR
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.

Signature:	MULE	A	_{Date:} July 10, 2024



Project Details

Location:	El Paso International Airport
District(s):	ALL
Today's Request for Action:	\$ 22,367,117.50
Funding Source:	\$ 20,130,405.75 FAA AIP Discretionary Funds \$ 2,236,711.75 Airport Enterprise

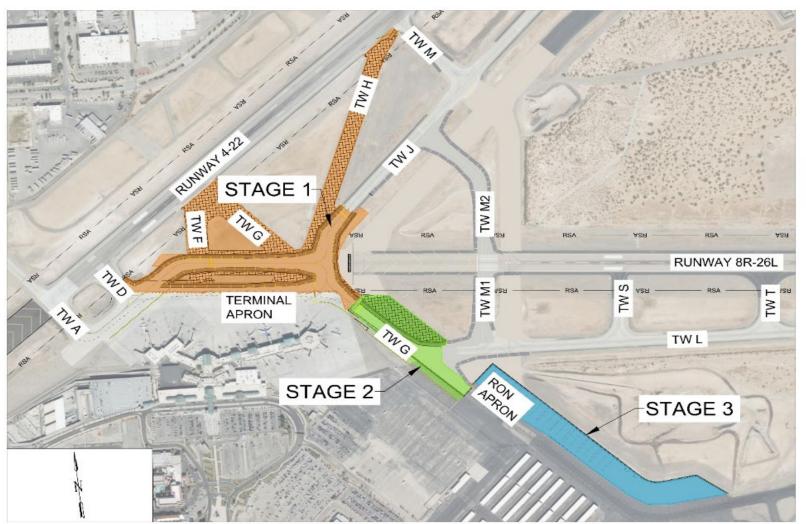


Project Location Existing Conditions





Project Location





Project Scope of Work

This project will consist of rehabilitating a portion of the airfield that the FAA Runway and Safety Action Team identified as a "hotspot" located near the commercial service apron at the intersection of several taxiways creating a fivenode intersection.

The purpose of the project is to construct improvements and reconfigure the Five Node Intersection at El Paso International Airport (ELP). The improvements include rehabilitation and reconfiguration of the parallel taxiway, connectors, and terminal apron taxi lane near the 8R Runway end. Other improvements include associated airfield lighting, grading, and drainage in the project area.

Taxiway & Shoulder Construction:

FAA Portland Cement Concrete Pavement, Cement Treated Base Course, Asphalt Surface Course, Concrete Pavement, Crushed Aggregate Base Course, and associated grading. The work will require establishing erosion control measures.

Stormwater & Electrical Improvements:

The work shall include the installation of reinforced concrete pipes (RCP), reinforced concrete boxes, inlet structures, junction boxes, and ditch paving. Electrical Improvements include new taxiway edge lighting & signage.



Procurement Summary

- Low Bid Procurement Method
 - Solicitation Advertised on June 11, 2024
 - Two (2) bids were received
 - One (1) from local suppliers
 - An inadequate competition survey was conducted

Request for Action

The contract be awarded to the lowest responsive bidder Jordan Foster Construction LLC for Base Bid I: \$14,951,350.00, Additive Alternate 1: \$4,704,005.00, and Additive Alternate 2: \$2,711,762.50 for a total amount of \$22,367,117.50



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

Legislation Text

File #: 24-1340, 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 Zoo, Joseph Montisano, (915) 212-2800

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: 2.3 Increase public safety operational efficiency.

Award Summary:

Discussion and action on the award of Solicitation No. 2024-0076 Security Guard Services - Zoo to TriCorps Security, Inc., for a term of three (3) years for an estimated amount of \$1,459,800.00. This contract will allow the Zoo to maintain its facilities safe for the public and employees.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$202,140.00 for the annual term, which represents a 16.07% increase due to the increase in hourly rate.

Department: Zoo

Award to: TriCorps Security, Inc. City & State: Oklahoma City, OK

Item(s): All

Initial Term:3 Years Option Terms: NA

Total Contract Time:3 Years

Total Annual Estimated Award: \$486,600.00 Total Initial Term Estimated Award: \$1,459,800.00

Total Option Term Estimated Award: NA Total Estimated Award: \$1,459,800.00

Account(s) 452 - 3400 - 52130 - 522120 - P5234

Funding Source(s):Zoo Operations

District(s): All

This was a Best Value Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing Department and Zoo Department recommend award as indicated to

File #: 24-1340, Version: 1

TriCorps Security, Inc., the highest ranked bidder based on the evaluation factors established in the evaluation criteria for this procurement and to deem Carl Wayne Govan dba Texas Crime Prevention & Investigation nonresponsive due to failure to submit the required bid form.

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.

In accordance with this award, the City Manager or designee is authorized to exercise future options if needed. [POSTPONED FROM 10/08/24]

CITY OF EL PASO. TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE:

October 8, 2024

PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Joseph Montisano, Zoo Director (915) 212-2800 K. Nicole Cote, Managing Director (915) 212-1092

All **DISTRICT(S) AFFECTED:**

STRATEGIC GOAL:

No. 2 - Set the Standard for a Safe and Secure City

SUBGOAL:

2.3 - Increase public safety operational efficiency

SUBJECT:

Discussion and action on the award of Solicitation No. 2024-0076 Security Guard Services - Zoo to TriCorps Security, Inc., for a term of three (3) years for an estimated amount of \$1,459,800.00. This contract will allow the Zoo to maintain its facilities safe for the public and employees.

BACKGROUND / DISCUSSION:

The Contractor shall provide security services as described herein for the El Paso Zoo.

SELECTION SUMMARY:

Solicitation was advertised on December 12, 2023. The solicitation was posted on City website on December 12, 2023. There were a total number in twenty-four (24) viewers online; eleven (11) bids were received; four (4) from local suppliers.

CONTRACT VARIANCE:

The difference based in comparison to the previous contract is as follows: An increase of \$202,140.00 for the annual term, which represents a 16.07% increase due to the increase in hourly rate.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

Not applicable.

AMOUNT AND SOURCE OF FUNDING:

Amount: \$2,451,000,00

Funding Source: Zoo Operations

Account: 452 - 3400 - 52130 - 522120 - P5234

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___NO

PRIMARY DEPARTMENT: Zoo

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

******************REQUIRED AUTHORIZATION

DEPARTMENT HEAD:

Guillermu Diaz Fun Joseph Montisano, Zoo Director

Project Form Best Value Bid

Please place the following item on the Regular Agenda for the City Council of October 8, 2024.

Strategic Goal 2 - Set the Standard for a Safe and Secure City

The linkage to the Strategic Plan is subsection: 2.3 Increase public safety operational efficiency

Award Summary:

Discussion and action on the award of Solicitation No. 2024-0076 Security Guard Services - Zoo to TriCorps Security, Inc., for a term of three (3) years for an estimated amount of \$1,459,800.00. This contract will allow the Zoo to maintain its facilities safe for the public and employees.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$202,140.00 for the annual term, which represents a 16.07% increase due to the increase in hourly rate.

Department: Zoo

Award to: TriCorps Security, Inc. City & State: Oklahoma City, OK

Item(s):AllInitial Term:3 YearsOption Terms:NATotal Contract Time:3 YearsTotal Annual Estimated Award:\$486,600.00Total Initial Term Estimated Award:\$1,459,800.00

Total Option Term Estimated Award: NA

Total Estimated Award: \$1,459,800.00

Account(s) 452 - 3400 - 52130 - 522120 - P5234

Funding Source(s): Zoo Operations

District(s):

This was a Best Value Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing Department and Zoo Department recommend award as indicated to TriCorps Security, Inc., the highest ranked bidder based on the evaluation factors established in the evaluation criteria for this procurement and to deem Carl Wayne Govan dba Texas Crime Prevention & Investigation non-responsive due to failure to submit the required bid form.

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.

In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

						·						Committee Scoresheet
					CITY OF E	EL PASO BEST VALUE SCORESHE	ET					
PROJECT: 2024-0076 Security Guard Services - Zoo												
						Evaluation of Submittal						
		TriCorps Security, Inc.	Trans America Protection Corporation	Signal 88, LLC dba Signal 88 Security	Night Eyes Protection Services, Inc.	Blackstone Security Services of Texas, Inc.	iGuard Protective Services	Omar Chavez dba Guardia Worldwide, LLC		United Protective Services	Vets Securing America, Inc. dba Vets Securing America	Carl Wayne Govan dba Texas Crime Prevention & Investigation
	MAX POINTS	El Paso, TX	El Paso, TX	Omaha, NE	El Paso, TX	Dallas, TX	North Hollywood, CA	El Paso, TX	El Paso, TX	Los Angeles, CA	San Antonio, TX	Dallas, TX
Factor A - Price												
	35	\$ 486,600.00	\$ 406,500.00	\$ 517,796.00	\$ 466,900.00	\$ 503,829.00	\$ 694,350.00	\$ 453,225.00	\$ 420,525.00	\$ 643,950.00	\$ 740,733.00	
	35	29.24	35.00	27.48	30.47	28.24	20.49	31.39	33.83	22.09	19.21	
Factor B - Experience - Comparable Contracts												
	30	28.67	22.33	20.33	23.00	26.33	21.33	24.67	24.00	20.33	21.67	
Factor C - References						A Total						Offer deemed Non-Responsive.
	25	25.00	21.67	25.00	25.00	15.00	23.33	8.33	0.00	15.00	0.00	Not Evaluated
Factor D - Employee Medical Benefit and Incentives												
	10	8.00	2.00	8.00	2.00	8.00	2.00	0.00	2.00	0.00	0.00	
TOTAL SCORE	100	90.90	81.00	80.81	80.47	77.57	67.16	64.39	59.83	57.43	40.87	
Rank		1	2	3	4	5	6	7	8	9	10	



CITY OF EL PASO



BID TABULATION FORM

BID TITLE: Security Guard Services - Zoo
BID DATE: January 17, 2024
DEPARTMENT: ZOO

BID D	ATE: January 17, 2024															DEPARTMENT: ZOO
				В	lackstone	Security Services of Dallas, TX Bidder 1 of 11	of Texas, Inc.	Omar Chavez d	ba Guardia Worldw Paso, TX Bidder 2 of 11	ide, LLC EI		uard Protective Ser North Hollywood, Bidder 3 of 11		Mike G	iarcia Merchant Sec El Paso, TX Bidder 4 of 11	curity, LLC
Item No.	Description	Unit of Measure	Approximate Estimate Quantities (A)	Pri: (B		Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Price (B)	Yearly Total (C=AXB) (C)	3 Year Total (D = C X 3) (D)	Price (B)	Yearly Total (C=AXB) (C)	3 Year Total (D = C X 3) (D)
1	Standard Operations - Security Guard Unarmed Security Guard Services	Hourly	19000	\$	18.87	\$ 358,530.00	\$ 1,075,590.00	\$ 16.75	\$ 318,250.00	\$ 954,750.00	\$ 25.50	\$ 484,500.00	\$ 1,453,500.00	\$ 15.75	\$ 299,250.00	\$ 897,750.00
2	Standard Operations - Shift Supervisor Unarmed Security Guard Services	Hourly	3000	\$	18.87	\$ 56,610.00	\$ 169,830.00	\$ 18.75	\$ 56,250.00	\$ 168,750.00	\$ 30.00	\$ 90,000.00	\$ 270,000.00	\$ 15.75	\$ 47,250.00	\$ 141,750.00
3	Standard Operations - Security Guard (Part-Time, 6 Months) Unarmed Security Guard Services	Hourly	1200	\$	18.87	\$ 22,644.00	\$ 67,932.00	\$ 16.75	\$ 20,100.00	\$ 60,300.00	\$ 25.50	\$ 30,600.00	\$ 91,800.00	\$ 15.75	\$ 18,900.00	\$ 56,700.00
4	Unarmed Security Guard Services (As needed Basis)	Hourly	3500	\$	18.87	\$ 66,045.00	\$ 198,135.00	\$ 16.75	\$ 58,625.00	\$ 175,875.00	\$ 25.50	\$ 89,250.00	\$ 267,750.00	\$ 15.75	\$ 55,125.00	\$ 165,375.00
	Total					\$ 503,829.00	\$ 1,511,487.00		\$ 453,225.00	\$ 1,359,675.00		\$ 694,350.00	\$ 2,083,050.00		\$ 420,525.00	\$ 1,261,575.00
THE THI	OPTION TO EXTEND THE TER AGREEMENT E CITY AT ITS SOLE DISCRETION, MAY EXER TERM OF THE AGREEMENT, BY GIVING THE C ITHIN THE TIME PERIOD NOTED ON THE SELE S CONTRACT SHALL BE BASED ON ONE OF ER THE SAME TERMS AND CONDITIONS. THE MAY EXTEND THE OPTION TO IDDER OFFERS THE CITY THE OPTION OF EX CONTRACT FOR:	CISE ANY (CONTRACT CTED OPT THE SELE(CITY MAN D EXTEND	OPTION TO EXTEND FOR WRITTEN NOTICE IONS. THE TERM OF CTIONS BELOW AND IAGER OR DESIGNEE													
	TWO (2) ADDITIONAL YEARS AT THE S	SAME UNIT	PRICE(S)			Х			Х			Х			х	
	NO OPTION OFFERE	ED]			
	AMENDMENTS ACKNOWL	EDGED:				YES			YES			YES			YES	
		IDS SOLIC			OS RECE			AL BIDS RECEI	VED: 4	NO	BID: 3					
NOTE	E: The information contained in this bid tabula	tion is for	information only and de	oes not c	constitut	e actual award/e	xecution of cont	ract.								



CITY OF EL PASO



BID TABULATION FORM

BID TITLE: Security Guard Services - Zoo
BID DATE: January 17, 2024
DEPARTMENT: ZOO

BID DA	ATE: January 17, 2024															DEPARTMENT: ZOO
					Nigh	tEyes Protective S El Paso, TX	ervices, Inc.		Signal 88, LLC dba Signal 88 Secur	rity	Carl W Gov	an dba Texas Crime Investigation	Prevention &	Trans America P	rotection Corporati Paso, TX	ion El
						Bidder 5 of 11		Omaha, NE	Omaha, NE Bidder 6 of 11		Dallas , TX Bidder 7 of 11				Bidder 8 of 11	
Item No.	Description	Unit of Measure	Approximate Estimate Quantities (A)	Price (B)		Yearly Total (C=AXB) (C)	3 Year Total (D = C X 3) (D)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Price (B)	Yearly Total (C=AXB) (C)	3 Year Total (D = C X 3) (D)
1	Standard Operations - Security Guard Unarmed Security Guard Services	Hourly	19000	\$	17.00	\$ 323,000.00	\$ 969,000.00	\$ 18.88	\$ 358,720.00	\$ 1,076,160.00	Bid Form Not Provided	Bid Form Not Provided	Bid Form Not Provided	\$ 15.00	\$ 285,000.00	\$ 855,000.00
2	Standard Operations - Shift Supervisor Unarmed Security Guard Services	Hourly	3000	\$	19.00	\$ 57,000.00	\$ 171,000.00	\$ 21.88	\$ 65,640.00	\$ 196,920.00	Bid Form Not Provided	Bid Form Not Provided	Bid Form Not Provided	\$ 17.00	\$ 51,000.00	\$ 153,000.00
3	Standard Operations - Security Guard (Part-Time, 6 Months) Unarmed Security Guard Services	Hourly	1200	\$	17.00	\$ 20,400.00	\$ 61,200.00	\$ 19.88	\$ 23,856.00	\$ 71,568.00	Bid Form Not Provided	Bid Form Not Provided	Bid Form Not Provided	\$ 15.00	\$ 18,000.00	\$ 54,000.00
4	Unarmed Security Guard Services (As needed Basis)	Hourly	3500	\$	19.00	\$ 66,500.00	\$ 199,500.00	\$ 19.88	\$ 69,580.00	\$ 208,740.00	Bid Form Not Provided	Bid Form Not Provided	Bid Form Not Provided	\$ 15.00	\$ 52,500.00	\$ 157,500.00
	Total					\$ 466,900.00	\$ 1,400,700.00		\$ 517,796.00	\$ 1,553,388.00		Bid Form Not Provided	Bid Form Not Provided		\$ 406,500.00	\$ 1,219,500.00
	OPTION TO EXTEND THE TER	RM OF THE	<u> </u>													
	AGREEMENT															
THE THI	E CITY AT ITS SOLE DISCRETION, MAY EXER TERM OF THE AGREEMENT, BY GIVING THE C THIN THE TIME PERIOD NOTED ON THE SELE S CONTRACT SHALL BE BASED ON ONE OF T ER THE SAME TERMS AND CONDITIONS. THE MAY EXTEND THE OPTION TO	CONTRACT CTED OPT THE SELEC CITY MAN	TOR WRITTEN NOTICE IONS. THE TERM OF CTIONS BELOW AND IAGER OR DESIGNEE													
В	IDDER OFFERS THE CITY THE OPTION OF EX CONTRACT FOR:		THE TERM OF THE													
	TWO (2) ADDITIONAL YEARS AT THE S	SAME UNIT	PRICE(S)			Х]		Х			х			х	
	NO OPTION OFFERE	D]]			
	AMENDMENTS ACKNOWL	EDGED:				YES			YES			YES			YES	
BIDS	SOLICITED: 268 LOCAL B	IDS SOLIC	ITED: 92	BIDS	RECE	IVED: 11	LOC	AL BIDS RECEI	VED: 4	NO	BID: 3			-		
NOTE	E: The information contained in this bid tabula	tion is for	information only and de	oes not co	nstitute	e actual award/e	xecution of contr	act.								



CITY OF EL PASO



N/A

BID TABULATION FORM

BID NO: 2024-0076 BID TITLE: Security Guard Services - Zoo DEPARTMENT: ZOO BID DATE: January 17, 2024 Vets Securing America, Inc. TriCorps Security, Inc. **United Protective Services** dba Vets Securing America Oklahoma City .OK Los Angeles, CA San Antonio . TX Bidder 9 of 11 Bidder 10 of 11 Bidder 11 of 11 Approximate Estimate **Yearly Total** 3 Year Total **Yearly Total** 3 Year Total Yearly Total 3 Year Total **Yearly Total** 3 Year Total Unit of Price Price Price Price Description Quantities (C = A X B) (D=CX3) (B) No. Measure (B) (B) (B) (A) (C) (D) (C) (D) (C) (D) (C) (D) 446,500.00 Standard Operations - Security Guard Unarmed Security 19000 18.00 342,000.00 1,026,000.00 23.50 1,339,500.00 \$ 27.49 \$ 522,310.00 \$ 1,566,930.00 \$ Hourly **Guard Services** Bidder \$448,500.00 Standard Operations - Shift Supervisor Unarmed Hourly 3000 20.00 60,000.00 180,000.00 29.00 87,000.00 261,000.00 29.74 \$ 89,220.00 267,660.00 Security Guard Services Standard Operations - Security Guard (Part-Time, 6 3 Hourly 1200 18.00 21,600.00 64,800.00 \$ 23.50 28,200.00 84,600.00 \$ 27.49 \$ 32,988.00 98,964.00 \$ Months) Unarmed Security Guard Services 4 18.00 63,000.00 189,000.00 \$ 23.50 82,250.00 27.49 \$ 96,215.00 \$ 288,645.00 \$ Unarmed Security Guard Services (As needed Basis) Hourly 3500 246,750.00 \$ 643,950.00 486,600.00 Total \$ 1,459,800.00 \$ 1,931,850.00 740,733.00 \$ 2,222,199.00 OPTION TO EXTEND THE TERM OF THE AGREEMENT THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND. BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR: х TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S) NO OPTION OFFERED Х

LOCAL BIDS RECEIVED:

YES

4

NO BID:

3

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

92

YES

11

BIDS RECEIVED:

AMENDMENTS ACKNOWLEDGED:

LOCAL BIDS SOLICITED:

BIDS SOLICITED:

268

2024-0076 Security Guard Services - Zoo

YES

6. Viewers List

2024-0076 Security Guard Services - Zoo Viewer's List

No.	Participant Name	Response Da	t Response Status	<u>City</u>	State
1	Construction Reporter		Viewed	Albuquerque	NM
2	Diamond Business Services, Inc ASI# 550053		Viewed	Amarillo	TX
3	Unlimited Security Specialists TX, Inc.		Viewed	Austin	TX
4	Providers International	01/17/2024	No Bid	Carmichael	CA
5	Texas Crime Prevention & Investigation	12/13/2023	Submitted	Dallas	TX
6	Guardia Worldwide L.L.C.	01/17/2024	Submitted	El Paso	TX
7	Mike Garcia Merchant Security, LLC	01/17/2024	Submitted	El Paso	TX
8	NIGHT EYES PROTECTIVE SERVICES, INC	01/16/2024	Submitted	El Paso	TX
9	Blackstone Security Services, Inc. of Texas	01/14/2024	Submitted	EL PASO	TX
10	Signal 88 Security of El Paso (Woody Family Enterprises, LLC)	01/12/2024	Submitted	El Paso	TX
11	WOFFORD TRUCK PARTS (TE EL PASO,LLC)	01/04/2024	No Bid	EL PASO	TX
12	TRANS AMERICA PROTECTION CORP	12/18/2023	Submitted	el paso	TX
13	Covenant Special Projects, LLC		Unsubmitted	El Paso	TX
14	Genesis Security L.L.C		Viewed	El Paso	TX
15	Good Guard Texas, Inc. (Good Guard Security, Inc.)		Viewed	El Paso	TX
16	Texas Boombox Factory (Texas boombox Factory)		Viewed	El Paso	TX
17	OPS Inc Security Services		Unsubmitted	Houston	TX
18	Texas Patrol		Viewed	Italy	TX
19	United Protective Services	01/16/2024	Submitted	Los Angeles, CA 90014	CA
20	NTS Senior Services		Viewed	McKinney	TX
21	TriCorps Security, Inc	01/17/2024	Submitted	Oklahoma City	OK
22	Vets Securing America, Inc (Vets Securing America)	01/16/2024	Submitted	San Antonio	TX
23	Universal Protection Service, LP dba Allied Universal Security Services		Viewed	Santa Ana	CA
24	Unipak Corp.	01/10/2024	No Bid	West Long Branch	NJ

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an

agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer.

The term includes a loan or extension of credit, other than those expressly excluded by the Texas

Election Code, and a guarantee of a loan or extension of credit.

"Contributor" A person making a contribution, including the contributor's spouse.

"Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in

their district.

1

"Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in

part, or is operated by the individual, that is the subject of a council agenda item.

"Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and

other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	Jack Rosenberg
Business Name	TriCorps Security, Inc.
Agenda Item Type	2024-0076 Security Guard Services - Zoo
Relevant Department	Zoo

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

1		,	
10	u	М.	
10	v		
ш	<u>v</u>	_	

I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

	I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following
ш	City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor	1/0/28/28	
District 1	1/20/28/1	
District 2	IT 3 DE	
District 3	1-13	2011
District 4	11, 1300000	95/ //
District 5	11/10000	
District 6	TRYA	5//
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.

Signature:

September 20, 2024

El Paso, TX

Legislation Text

File #: 24-1386, 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

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

The linkage to the Strategic Plan is subsection: 2.3 Increase public safety operational efficiency.

Award Summary:

Discussion and action on the award of Solicitation 2024-0525 Fire Station 22 Renovations to Medlock Commercial Contractors, LLC for a total estimated amount of \$2,612,471.00. This project consists of renovating Fire Station No. 22 to include partial building demolition, interior demolition, and a new addition to comply with new fire station standards.

Department: Capital Improvement

Award to: Medlock Commercial Contractors, LLC

City & State: El Paso, TX Item: Base Proposal I

Contract Term:227 Consecutive Calendar Days

Base Proposal I: \$2,612,471.00 Total Estimated Award: \$2,612,471.00

Account:190-4820-29090-580270- PCP23FS22RENOV8

Funding Source: Public Safety Bond

District: 8

This was a Competitive Sealed Proposal Procurement, lump sum contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to Medlock Commercial Contractors, LLC the highest ranked offeror based on the evaluation factors established in the evaluation criteria for this procurement.

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.

As a part of this award, upon the review of the City Attorney, the City Engineer may without further

File #: 24-1386, Version: 1

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.

CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: October 22, 2024
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Yvette Hernandez, City Engineer, (915) 212-1860 K. Nicole Cote, Managing Director (915) 212-1092

DISTRICT(S) AFFECTED: 8

STRATEGIC GOAL: No. 2: Set the Standard for a Safe and Secure City

SUBGOAL: 2.3 Increase public Safety operational efficiency

SUBJECT:

Discussion and action on the award of solicitation 2024-0525 Fire Stations 22 Renovations to Medlock Commercial Contractors, LLC for a total estimated amount of \$2,612,471.00.

BACKGROUND / DISCUSSION:

This project consists of renovating Fire Station No. 22 to include partial building demolition, interior demolition, and a new addition to comply with new fire station standards. The new building addition will accommodate a locker room, exercise room, an outdoor area, EMS supply and apparatus bay and storage.

SELECTION SUMMARY:

Solicitation was advertised on May 7, 2024 and May 14, 2024. The solicitation was posted on City website on May 7, 2024. There were a total forty-four (44) viewers online; eight (8) proposals were received; six (6) being from local suppliers.

CONTRACT VARIANCE:

N/A

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$2,612,471.00

Funding Source: Public Safety Bond

Account: 190-4820-29090-580270- PCP23FS22RENOV8

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___NO

Project Form Competitive Sealed Proposal

Please place the following item on the Regular Agenda for the City Council Meeting of October 22, 2024

Strategic Goal 2 - Set the Standard for a Safe and Secure City

The linkage to the Strategic Plan is subsection: 2.3 Increase public safety operational efficiency

Award Summary:

Discussion and action on the award of solicitation 2024-0525 Fire Station 22 Renovations to Medlock Commercial Contractors, LLC for a total estimated amount of \$2,612,471.00. This project consists of renovating Fire Station No. 22 to include partial building demolition, interior demolition, and a new addition to comply with new fire station standards.

Department: Capital Improvement

Award to: Medlock Commercial Contractors, LLC

City & State: El Paso, TX Item: Base Proposal I

Contract Term: 227 Consecutive Calendar Days

Base Proposal I: \$2,612,471.00 Total Estimated Award: \$2,612,471.00

Account: 190-4820-29090-580270- PCP23FS22RENOV8

Funding Source: Public Safety Bond

District: 8

This was a Competitive Sealed Proposal Procurement, lump sum contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to Medlock Commercial Contractors, LLC the highest ranked offeror based on the evaluation factors established in the evaluation criteria for this procurement.

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.

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.

COMPETITIVE SEALED PROPOSAL (CSP) EVALUATION SHEET

2024-0525 Fire Station 22 Renovations

		Medlock	Gracen		Vonanza			G. Sandoval	
Evaluation Factors	Maximum Points	Commercial Contractors, LLC	Engineering & Construction, Inc.	AAA General Contractors, LLC	Construction, LLC	Amstar, Inc.	Dantex General Contractors, Inc.	Construction, Inc.	LDCM Solutions, LLC
Factor A - Offeror's Proposed Coefficient	40	40.00	33.42	29.48	23.98	29.03			
Factor B - Offeror's Proposed Construction Duration and Schedule	25	17.10	17.83	18.66	15.89	13.63		Proposal Deemed	
Factor C - Offeror's Experience and Reputation	20	17.16	15.98	15.26	8.95	3.93	Proposal Deemed		Proposal Deemed
Factor D - Offeror's Construction Quality Management Plan	10	9.75	7.75	10.00	9.25	5.50	Non-Responsive. Therefore, not	Non-Responsive. Therefore, not	Non-Responsive. Therefore, not
Factor E – Offeror's Proposed Key Personnel	100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100 100		4.34	4.67	3.23	3.35	evaluated.	evaluated.	evaluated.
Total Points			79.32	78.07	61.30	55.44			
	Ranking	1	2	3	4	5			

K. Nicole Cote 8/9/2024

Purchasing & Strategic Sourcing Director

Date

8/16/24

APPROVED:
City Engineer



CITY OF EL PASO PRICE TABULATION



Title: Fire Station 22 Renovations							Solicitation Number	: 2024-0525
Bid Opening: JUNE 26, 2024							Department	: Capital Improvement
	AAA General Contractors, LLC El Paso, TX Offeror 1 of 8	Amstar, Inc San Antonio, TX Offeror 2 of 8	Dantex General Contractors, Inc. El Paso, TX Offeror 3 of 8	Gracen Engineering & Construction, Inc. El Paso, TX Offeror 4 of 8	LDCM Solutions, LLC El Paso, TX Offeror 5 of 8	Medlock Commercial Contractors, LLC El Paso, TX Offeror 6 of 8	G. Sandoval Construction, Inc. Las Cruces, NM Offeror 7 of 8	Vonanza Construction, LLC EI Paso, TX Offeror 8 of 8
Base Proposal								
The undersigned agrees to perform all of the work required for the total amount of:		\$3,600,000.00	\$3,725,800.00	\$3,127,169.00	\$2,942,900.00	\$2,612,471.00	\$2,628,000.00	\$4,357,991.00
Bid Bond	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Amendments Acknowledged	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Solicitation Invites: 969 Local Suppliers Invite	d: 500 Proposals Rece	eived: 8 Local Propos	als Received: 6	-				•

NOTE: The information contained in this tabulation is for information only and does not constitute actual award/execution of contract.

2024-0525 Fire Station 22 Renovations Page 1 of 1

	2024-0525 Fire Station 22 Renov	vations	
	View List		
	Participant Name	City	State
1	3DS ELECTRICAL CONTRACOR LLC	El Paso	TX
2	A Brothers Milling, LLC.	El Paso	TX
3	AAA General Contractors, LLC	El Paso	TX
4	AAORSI	Dayton	ОН
5	ACO Remodeling & Construction, Inc.	El Paso	TX
6	Alamo Environmental dba Alamo 1	San Antonio	TX
7	Alkane Midstream	Mendota	MN
8	Amstar Inc. General Contractor	San Antonio	TX
9	BAKER GLASS COMPANY, INC	EL PASO	TX
10	BE! GRAPHICS	EL PASO	TX
11	Bella Luna Engineering and Building Maintenance	El Paso	TX
12	ConstructConnect	Cincinnati	ОН
13	Construction Reporter	Albuquerque	NM
14	Dan Williams Company	Austin	TX
15	Dantex General Contractors	El Paso	TX
16	Delegard Tool of Texas	Houston	TX
17	DYER CYCLE	El Paso	TX
18	Elias Concrete Construction LLC	El Paso	TX
19	Filterbuy Incorporated	Talladega	AL
20	Gracen Engineering & Construction, Inc.	El Paso	TX
21	gst manufacturing	haltom city	TX
22	Jace Contracting Services, Inc.	El Paso	TX
23	Johnson Controls Fire Protection	El P	TX
24	LDCM Solutions LLC	El Paso	TX
25	Loyalty Construction TX LLC	El Paso	TX
26	MC Services	El Paso	TX
27	Medlock Commercial Contractors, LLC.	El Paso	TX
28	MNK Architects	El Paso	TX
29	OLIVARES ELECTRIC OF EL PASO, LLC	El Pso	TX
30	Paso-Tex Industries LLC	El Paso	TX
31	Phi-Tech, LLC.	El Paso	TX
32	Pwxpress	Jacksonville	FL
33	QANNEX CORP	EL PASO	TX
34	RC Enterprises Inc Electrical Contractor	El Paso	TX
35	Sierra Machinery, Inc.	El Paso	TX
36	Sigma Construction Group, LLC	El Paso	TX
37	Southwest Hazard Control	El Paso	TX
38	TECHLINE INC	NEW BRAUNFELS	TX
39	The PlanIt Room	El Paso	TX
40	Unipak Corp.	West Long Branch	NJ
41	Veliz Construction (Veliz Company LLC)	El Paso	TX
42	Virtual Builders Exchange	San Antonio	TX
43	Vonanza Construction	EL PASO	TX
44	Zeraus Iluminacion	El Paso	TX

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

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Contributor / Donor Information:

Full Name	Steve Medlock
Business Name	Medlock Commercial Contractors LLC
Agenda Item Type	N/A
Relevant Department	NA

City Cour	OT made campaign contributions or donations totaling a cil member(s) during their campaign(s) or term(s) of C of the El Paso Municipal Code.	
	ade campaign contributions or donations totaling an ag ncil member(s) during their campaign(s) or term(s) of C	
OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor	1/0/200 34	11/2/11
District 1	M SE I	36121
District 2		18 80
District 3	1413	\$101
District 4	11, 130,000	96/ //
District 5	11/1/638	////
District 6	TEVA"	5//
District 7	CAL	
District 8		
aration: I hereb	y affirm that the information provided in this disclosure	form is true and accurate to the best of m



El Paso, TX

300 N. Campbell El Paso, TX

Legislation Text

File #: 24-1409, 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 Police, Chief Peter Pacillas, (915) 212-4305

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: 2.1 Maintain standing as one of the nation's top safest cities.

Award Summary:

Discussion and action on the request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for Solicitation 2025-0015 Police Motorcycles to Jimenez Motorsports, LLC for a one-time purchase for an estimated amount of \$567,970.02. This contract will allow the Police Department to purchase patrol motorcycles for highway traffic enforcement.

Contract Variance:

The difference based in comparison to the previous contract is as follows: A decrease of \$1,198,040.58 for the initial term, which represents a 67.84% decrease. The decrease is due to the removal of communication instruments from the previous contract.

Department: Police Department Award to: Jimenez Motorsports, LLC City & State: San Antonio, Texas

Item(s): All

Initial Term: One-Time Purchase

Option Term: NA

Total Contract Time: One-Time Purchase Annual Estimated Award: \$567,970.02 Initial Term Estimated Award: \$567,970.02

Option Term Estimated Award: N/A Total Estimated Award: \$567,970.02

Account(s): 321-4930-21000-580290-PIF23PDCAP

Funding Source(s): Heavy Equipment.

District(s): All

Non-competitive unit price contract under Procurement Sourcing Policy Section 9.1.8.1 (2): If a contract

File #: 24-1409, Version: 1

cannot be awarded after two competitive procurements/selection process. The requirement can be fulfilled by a non-competitive award.

The Purchasing & Strategic Sourcing Department and Police Department recommend award as indicated to Jimenez Motorsports, LLC under the exemption listed above.

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.

CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: October 22, 2024
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Peter Pacillas, Chief of Police, (915) 212-4305

K. Nicole Cote, Managing Director of Purchasing & Strategic Sourcing (915) 212-

1092

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:

Discussion and action on the request that Managing Director of the Purchasing & Strategic Sourcing Department be authorized to issue Purchase Order(s) to Jimenez Motorsports, LLC, for a one-time purchase for an estimated amount of \$567,970.02. This contract will allow the Police Department to purchase patrol motorcycles for highway traffic enforcement.

BACKGROUND / DISCUSSION:

These units will replace existing models that have met their life expectancy.

SELECTION SUMMARY:

Non-competitive unit price contract under Procurement Sourcing Policy Section 9.1.8.1 (2): If a contract cannot be awarded after two competitive procurements/selection process. The requirement can be fulfilled by a non-competitive award.

CONTRACT VARIANCE:

The difference based in comparison to the previous contract is as follows: A decrease of \$1,198,040.58 for the initial term, which represents a 67.84% decrease. The decrease is due to the removal of communication instruments compared to previous contract.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$567,970.02

Funding Source: Heavy Equipment

Account: 321-4930- 21000-580290- PIF23PDCAP

2025-0015 Police Motorcycles

Revised 1/23/2023-V3 - Previous Versions Obsolete

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X__ YES ___NO

PRIMARY DEPARTMENT: Police Department

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

DEPARTMENT HEAD:

Peter Pacillas, Chief of Police

Project Form Non-Competitive

Please place the following item on the Regular Agenda for the City Council of October 22, 2024,

Strategic Goal 2 - Set the Standard for a Safe and Secure City

The linkage to the Strategic Plan is subsection: 2.1 Maintain standing as one of the nation's top safest cities

Award Summary:

Discussion and action on the Request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for solicitation 2025-0015 Police Motorcycles to Jimenez Motorsports, LLC for a one-time purchase for an estimated amount of \$567,970.02. This contract will allow the Police Department to purchase patrol motorcycles for highway traffic enforcement.

Contract Variance:

The difference based in comparison to the previous contract is as follows: A decrease of \$1,198,040.58 for the initial term, which represents a 67.84% decrease. The decrease is due to the removal of communication instruments compared to previous contract.

Department: Police Department

Award to: Jimenez Motorsports, LLC

City & State: San Antonio, Texas

Item(s): All

Initial Term: One-Time Purchase

Option Term: NA

Total Contract Time: One-Time Purchase

Annual Estimated Award: \$567,970.02 Initial Term Estimated Award: \$567,970.02

Option Term Estimated Award: N/A

Total Estimated Award: \$567.970.02

Account(s): 321-4930-21000-580290-PIF23PDCAP

Funding Source(s): Heavy Equipment.

District(s):

Non-competitive unit price contract under Procurement Sourcing Policy Section 9.1.8.1 (2): If a contract cannot be awarded after two competitive procurements/selection process. The requirement can be fulfilled by a non-competitive award.

The Purchasing & Strategic Sourcing Department and Police Department recommend award as indicated to Jimenez Motorsports, LLC under the exemption listed above.

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.

Legislation Text

File #: 24-1404, 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 Capital Improvement Department, Yvette Hernandez, (915) 212-1860 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 2024-0669 Thermoplastic Striping (Re-Bid) to Pavement Marking, LLC dba PMI Pavement Marking, LLC for an initial term of seven hundred thirty (730) consecutive calendar days for an estimated amount of \$834,000.00. The award also includes a seven hundred thirty (730) consecutive calendar days option for an estimated amount of \$834,000.00. The total contract time is for one thousand four hundred sixty (1,460) consecutive calendar days for a total estimated amount of \$1,668,000.00. This project will consist of on-demand application of thermoplastic striping and markings on City owned right-of -way.

Departments: Capital Improvement and Streets and Maintenance Award to: Pavement Marking, LLC dba PMI Pavement Marking, LLC

City & State: Phoenix, AZ

Item(s): All

Initial Term:730 Consecutive Calendar Days
Option Terms: 730 Consecutive Calendar Days

Total Contract Time: 1,460 Consecutive Calendar Days

Initial Term Estimated Award: \$834,000.00 Option Term Estimated Award: \$834,000.00 Total Estimated Award: \$1,668,000.00 Account(s): 532-1000-32020-522270-P3254

Funding Source(s): General Fund

District(s): All

This was a Low Bid Procurement - unit price contract.

File #: 24-1404, Version: 1

The Purchasing & Strategic Sourcing, Capital Improvement and Streets and Maintenance Departments recommend award as indicated to Pavement Marking, LLC dba PMI Pavement Marking, LLC the sole lowest responsive and responsible bidder.

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. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

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.

CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: October 22, 2024
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Yvette Hernandez, City Engineer, (915) 212-1860

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:

Discussion and action on the award of solicitation 2024-0669 Thermoplastic Striping (Re-Bid) to Pavement Making, LLC dba PMI Pavement Marking, LLC for a total estimated amount of \$1,668,000.00.

BACKGROUND / DISCUSSION:

This contract will consist of on-demand application of thermoplastic striping and markings on City owned right-ofway, in accordance with TXDoT Manual of Uniform Traffic Control Devices, as needed or required for special projects and/or maintenance activities.

SELECTION SUMMARY:

Solicitation was advertised on August 20, 2024 and August 27, 2024. The solicitation was posted on City website on August 20, 2024. There were a total forty-two (42) viewers online; one (1) bid was received from a non-local supplier. An inadequate competition survey was conducted.

CONTRACT VARIANCE:

N/A

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$1,668,000.00

Funding Source: General Fund

Account: 532-1000-32020-522270-P3254

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_YES ___NO

Project Form Low Bid

Please place the following item on the Regular Agenda for the City Council of October 22, 2024.

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 2024-0669 Thermoplastic Striping (Re-Bid) Pavement Marking, LLC dba PMI Pavement Marking, LLC for an initial term of seven hundred thirty (730) consecutive calendar days for an estimated amount of \$834,000.00. The award also includes a seven hundred thirty (730) consecutive calendar days option for an estimated amount of \$834,000.00. The total contract time is for one thousand four hundred sixty (1,460) consecutive calendar days for a total estimated amount of \$1,668,000.00. This project will consist of consist of on-demand application of thermoplastic striping and markings on City owned right-of-way.

Departments: Capital Improvement and Streets and Maintenance

Award to: Pavement Marking, LLC dba PMI Pavement Marking, LLC

City & State: Phoenix, AZ

Item(s):

Initial Term: 730 Consecutive Calendar Days
Option Terms: 730 Consecutive Calendar Days
Total Contract Time: 1,460 Consecutive Calendar Days

Initial Term Estimated Award: \$834,000.00
Option Term Estimated Award: \$834,000.00
Total Estimated Award: \$1,668,000.00

Account(s): 532-1000-32020-522270-P3254

Funding Source(s): General Fund

District(s):

This was a Low Bid Procurement – unit price contract.

The Purchasing & Strategic Sourcing, Capital Improvement and Streets and Maintenance Departments recommend award as indicated to Pavement Marking, LLC dba PMI Pavement Marking, LLC the sole lowest responsive and responsible bidder.

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. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

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.



CITY OF EL PASO PRICE TABULATION



BID TITLE: Thermoplastic Striping (Re-Bid) BID NUMBER: 2024-0669								
BID DATE: September 18, 2024 DEPARTMENT: Streets and Maintenance								
				PMI Pavement Pheoni Bidder	x, AZ			
BASE	BID : Unit Pr	ice Schedul	е					
Item No.	Approx/ Estimate Qty	Unit of Measure	Description	Price (ONLY 2 DECIMALS)	Sum Total			
1	400,000	LF	Hot Applied Thermoplastic Reflective Pavement Marking Type 2 White 4" Solid	\$0.56	\$224,000.00			
2	400,000	LF	Hot Applied Thermoplastic Reflective Pavement Marking Type 2 Yellow 4" Solid	\$0.56	\$224,000.00			
3	100,000	LF	Hot Applied Thermoplastic Reflective Pavement Marking Type 2 White 4" broken	\$0.58	\$58,000.00			
4	100,000	LF	Hot Applied Thermoplastic Reflective Pavement Marking Type 2 Yellow 4" Broken	\$0.58	\$58,000.00			
5	300,000	LF	Elimination of 4" Hot Applied Thermoplastic Reflective Pavement Marking Type 1	\$0.62	\$186,000.00			
6	200,000	LF	Waterborne Paint Reflective Pavement Marking Type 2 Yellow 4"	\$0.21	\$42,000.00			
7	200,000	LF	Waterborne Paint Reflective Pavement Marking Type 2 White 4"	\$0.21	\$42,000.00			
		Sum T	otal Base Bid		\$834,000.00			
OPTION TO EXTEND THE TERM OF THE AGREEMENT THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND. BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE								
CONTRACT FOR: SEVEN HUNDRED THIRTY (730) ADDITIONAL CONSECUTIVE CALENDAR DAYS ADDITIONAL AT THE SAME UNIT PRICE (S), IF THE OPTION IS EXERCISED PRIOR TO THE EXPIRATION OF				х				
THE ORIGINAL TERM OF THE CONTRACT.								
NO OPTION OFFERED								
AMENDMENTS ACKNOWLEDGED:			TS ACKNOWLEDGED:	YES				
Bid Bond			Bid Bond	YES				
	LICITED: 1,029		S SOLICITED: 506 BIDS RECEIVED			BID: 1		
INOTE:	The information	on contained ir	າ this bid tabulation is for information only a	and does not constitute actual a	award/execution of contract	t .		

2024-0669 Thermoplastic Striping (Re-Bid) View List

	Supplier Name	City	State
1	TIGUA CONSTRUCTION SERVICES	El Paso	TX
2	ConstructConnect	Cincinnati	ОН
3	Treco Services, Inc.	San Antonio	TX
	Construction Reporter	Albuquerque	NM
	Jordan Foster Construction, LLC	El Paso	TX
6	Matrix Fitness	Cottage Grove	WI
7	Global Containers & Custom Packaging Inc.	EL PASO	TX
	Globe Builders , Inc	El Paso	TX
9	Casa Ford	el paso	TX
10	Amtek USA, Austin	Houston	TX
11	Virtual Builders Exchange	San Antonio	TX
12	Life Landscaping	el paso	TX
13	BELLA IRRIGATION, LLC	El Paso	TX
14	The Planit Room	El Paso	TX
15	Hawk Construction	El Paso	TX
16	North America Procurement Council Inc., PBC	Grand Junction	СО
17	DLP Services LLC	Del Rio	TX
18	Filterbuy Incorporated	Talladega	AL
19	Delegard Tool of Texas	Houston	TX
20	MTS CONTRACTOR INC.	El Paso	TX
21	Valor GC	El Paso	TX
22	Kings Towing LLC	El Paso	TX
23	Lwk truck parts	El paso	TX
24	Phi-Tech, LLC.	El Paso	TX
25	Noble General Contractors, LLC	El Paso	TX
26	PMI Pavement Marking, LLC	EL PASO	TX
27	Sherwin Williams Protective Coatings	El Paso	TX
28	Garcia Holdings	Las Cruces	NM
29	David Aber Construction, LLC	El Paso	TX
	Zeraus Iluminacion	El Paso	TX
31	MC Services	El Paso	TX
32	OLIVARES ELECTRIC OF EL PASO, LLC	El Pso	TX
33	Delshawn Alfonzo Cruz	Baltimore	MD
34	Native Power Systems Inc	San Antonio	TX
35	Haul-Line Brokerage, Inc.	El Paso	TX
36	CONSTRUCTION SOLUTION USA LLC	CARROLLTON	TX
37	Adis Construction Management	Dallas	TX
38	Auto Trimmer Master	El Paso	TX
39	RMVCF LLC	El Paso	TX
40	Blink Marketing Inc	Cleveland	ОН
41	Green Light Group Tours	ST. Augustine	FL
42	Infotechsix	El paso	TX

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit. A person making a contribution, including the contributor's spouse. "Contributor" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in "Donation" their district. "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item. "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	Steve Hessney
Business Name	PMI Pavement Marking, LLC
Agenda Item Type	Award
Relevant Department	Purchasing

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

		1
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I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

П	I have made campaign contributions or donations totaling an aggregate of \$500 c	or more to the following
	City Council member(s) during their campaign(s) or term(s) of City office:	u u u

OFFICE	CURRENT COUNCIL MEMBER NAME AMOUNT (\$)
Mayor	1/0/1089 880 F-1/
District 1	(4) (3) (4)
District 2	正器一器的
District 3	148 / 8/01.
District 4	1 3000000000000000000000000000000000000
District 5	
District 6	MATTER SIL
District 7	
District 8	

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.

Signature:	The Box		Date: 9.16.24	
		MARKING, LL		

El Paso, TX

Legislation Text

File #: 24-1153, 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, Providencia Velazquez, (915) 212-1567

AGENDA LANGUAGE:

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

An Ordinance amending Title 20 (Zoning), Chapter 20.20 (Historic Landmark Preservation). The penalty is as provided in Chapter 20.24 of the El Paso City Code. [POSTPONED FROM 09-24-2024]

AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: August 27, 2024
PUBLIC HEARING DATE: September 24, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553

Providencia Velazquez, (915) 212-1567

DISTRICT(S) AFFECTED: All

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 20 (Zoning), Chapter 20.20 (Historic Landmark Preservation). The penalty is as provided in Chapter 20.24 of the El Paso City Code.

BACKGROUND / DISCUSSION:

Chapter 20.20, the portion of the city code that governs historic preservation, was last modified in 2006. The revisions will streamline the ordinance, make it more efficient, and create a shorter processing time and will provide clarification for property owners, architects, and contractors and will improve efficiency so staff has better direction and property owners can get through the process faster. The Historic Landmark Commission and City Plan Commission both reviewed and recommended approval unanimously.

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 Ctive	

AN ORDINANCE AMENDING TITLE 20 (ZONING), CHAPTER 20.20 (HISTORIC LANDMARK PRESERVATION). THE PENALTY IS AS PROVIDED IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, the Historic Landmark Commission recommended approval of the changes on October 2, 2023;

WHEREAS, the City Plan Commission recommended approval of the amendments on September 23, 2023;

WHEREAS, the City Historic Landmark Commission recognizes the need to update the code in order to strengthen the ordinance and prevent deterioration of historic properties and to see more compliance with city rules;

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

That Title 20 (Zoning), Chapter 20.20 (Historic Landmark Preservation), be replaced in its entirety as follows:

Chapter 20.20 - HISTORIC LANDMARK PRESERVATION

Section 1. That Title 20 (Zoning) Chapter 20.20 (Historic Landmark Preservation), Section 20.20.010 (Declaration of Policy) be amended and replaced as follows:

20.20.010 - Declaration of policy.

- A. City Council finds and declares as a matter of public policy that the protection, enhancement, preservation and use of historic landmarks is a public necessity and is required in the interest of the culture, prosperity, education, safety and general welfare of the people. The purposes of this chapter include the following but are not limited to:
- B. To protect, enhance and perpetuate historic landmarks which represent or reflect distinctive and important elements of the city's, region's, state's or nation's architectural, archaeological, cultural, social, economic, ethnic and political history and to develop appropriate settings for such places;
- C. To safeguard the city's historic and cultural heritage, as embodied and reflected in such historic landmarks by appropriate regulations;
- D. To stabilize and improve property values in such locations;
- E. To foster civic pride in the beauty and accomplishments of the past;
- F. To protect and enhance the city's attractions to tourists and visitors and provide incidental support and stimulus to business and industry;
- G. To strengthen the economy of the city;

HQ24-2427 Trans#514304 P&I		
Chapter 20.20 - HISTORIC LANDMARK PRESERVATION	ORDINANCE NO	
RTA		Page 1 of 29

- H. To promote the use of historic landmarks for the culture, prosperity, education and general welfare of the people of the city and visitors to the city;
- I. To prevent the uprooting of architectural products of distinct periods, which may occur without regard to the feasibility of preserving and continuing the use of such landmarks, and without consideration of the irreplaceable loss to the people of the city of the cultural, historic and aesthetic values represented by such landmarks.

Section 2. That Title 20 (Zoning) Chapter 20.20 (Historic Landmark Preservation), Section 20.20.020 (Definitions) be amended and replaced as follows:

20.20.020 - Definitions.

All references to historic properties, sites, districts, resources, or landmarks in this chapter means any property with an "H" overlay and designated as such by the City of El Paso.

- A. In addition to the definitions of Chapter 20.02, the following definitions apply only to this chapter of the code, and control if in conflict with Chapter 20.02.
 - 1. "Addition" means a completely new structure or new component to an existing structure.
 - 2. "Administrative review" means the approval process by which the Historic Preservation Officer (HPO) or his designee administratively approves or denies submitted applications in accordance with the Administrative Review Design Guidelines.
 - 3. "Alteration" means any construction or change of the exterior of a building, site or structure including, but not limited to, the erection, construction, reconstruction or removal of any structure in/within a historic district or of the designated interior space of a landmark structure. Alteration shall include, but not be limited to, the changing of roofing or siding materials; changing, eliminating or adding doors, door frames, windows, window frames, shutters, fences, railings, porches, balconies, signs or other ornamentation; the changing of paint color; re-grading; fill; imploding or other use of dynamite. Alteration shall not include ordinary repair and maintenance.
 - a. "Alteration, major" means an alteration shall be deemed to be major if it is the kind of work, which is customarily done with the aid of plans or specifications.
 - b. "Alteration, minor" means an alteration shall be deemed to be "minor" if it is the kind of work which is customarily done without the aid of plans and which would not substantially change the external appearance of the building, site, or structure, and if new material added does not exceed one hundred square feet of floor area.
 - 4. "Appurtenance" means, but is not limited to, any accessory or subordinate building, object or structure, fence, street furniture, fixture, vending machine, fountain or artwork, located on the grounds of a historic landmark or in a historic district.
 - 5. "Archaeology" means the science or study of the material remains of past life or activities and the physical site or context in which they are found.

- 6. "Architectural style" means the architectural character and general composition of a structure, including but not limited to, the kind, color and texture of the building material and the type, design and character of all windows, door, light fixtures, signs and appurtenant elements.
- 7. "Area" means a specific geographic division of the City of El Paso.
- 8. "Building" means a structure created to shelter people or things, such as a house, barn, church, hotel, warehouse or similar structure, including a historically related complex, such as a courthouse and jail or a house and barn and multi-family buildings.
- 9. "Cemetery" means any site, as defined by Texas statute, which contains at least one burial, marked or previously marked, dedicated to and used or intended to be used for the permanent interment of the human dead, to include perpetual care and non-perpetual care cemeteries.
- 10. "Certificate of Appropriateness" means the certificate issued by the Historic Landmark Commission after review of a submitted application, and it is determined that the proposed project is appropriate for the landmark or historic district for which it is requested. It is not considered or defined as a building permit.
- 11. "Character-defining architectural element" means a distinctive architectural feature, quality, or combination thereof, that distinguishes one structure from another or which is unique to that structure.
- 12. "Cluster" means a group of cultural resources with compatible buildings, objects or structures geographically or thematically relating to and reinforcing one another through design, setting, materials, workmanship, congruency and association.
- 13. "Construction" means the act of adding new material to an existing building, structure or site.
- 14. "Contributing property" means a building, object, site or structure, in a historic district or "cluster" that contributes to the district's or cluster's historical significance through location, design, setting, materials, workmanship, and/or association. All properties within a designated district shall receive equal protection of the ordinance and shall conform to the guidelines whether designated as either contributing or non-contributing.
- 15. "Cultural" means the quality in a society that arises from an interest in or an acquaintance with what is generally regarded as excellence in arts, literature, architecture, manners, or scholarly pursuits and/or the socially transmitted behavior patterns, arts, beliefs, institutions, and all other products of human work that are considered as the expression of a particular period, class, community or population.
- 16. "Cultural resources" means districts, sites, parks, plazas, resources or structures that possess integrity of location, design, setting, materials, workmanship, congruency, and association in such a way that they are symbolic of excellence in North American, Texas, or El Paso history, architecture, archeology or culture.
- 17. "Days" means that, unless otherwise specified, all days are to be calendar days.

- 18. "Demolition" means any act or process that destroys, razes, or permanently impairs the structural integrity, in whole or in part, of any mobile or immobile structure governed by this chapter.
- 19. "Design guidelines" means the written standards adopted by the City Council which are intended to provide guidelines to the Historic Landmark Commission and Historic Preservation Officer to govern construction to preserve the historic, cultural and architectural character of an area or of a building, object, site or structure.
- 20. "Economic return" means a financial profit or capital appreciation from use or ownership of a building, object, site or structure.
- 20. "Effect" means a change in the quality of the historical, architectural, archaeological, or cultural significance of a resource, or in the characteristics that qualify the resource as historically important.
- 21. "Effect, adverse" means a negative change in the quality of the historical, architectural, archaeological or cultural significance of a resource, or in the characteristics that qualify the resource as historically important.
- 22. "Enclosure" refers to fences, walls or other physical features used to contain open space or provide privacy.
- 23. "Historic district" means an area designated by City Council, state or federal authority and which contains within definable geographic boundaries one or more "H-overlay" properties or clusters, including their accessory buildings, fences and other appurtenances, and natural resources having historical, cultural and archaeological significance, and which may have within its boundaries landmarks, contributing, and non-contributing buildings or structures, which will all receive the equal protection of the historic district designation.
- 24. "Historic interiors" means an architecturally or historically significant interior space which remains substantially intact in terms of: (1) original configuration, (2) original volume, and/or (3) original architectural ornamentation and decoration; which exhibit surviving original historical finishes or has the potential for accurate restoration of such finishes; and which is open, to be used by, or may be used by the public.
- 25. "Historic landmark" also referred to as an "H-overlay" property, means those buildings, objects, sites or structures of historical, cultural, architectural or archaeological importance and whose demolition or destruction would constitute an irreplaceable loss to the quality and character of El Paso; certain inventoried interior spaces which are accessible to the public; such buildings, objects, sites or structures, their appurtenances, and the property which they are located, having been so designated by city council.
- 26. "Historic Landmark Commission ("HLC")" the commission appointed by the mayor and City Council to assist in the preparation of the city's historic preservation plan, to create and review guidelines for historic districts, to review and approve, approve with conditions or deny applications relating to historic properties and to perform other functions as delineated in Title 2.

- 27. "Historic preservation program" city program under the direction of the city manager's office to encourage historic preservation through education, advocacy and incentives, and to oversee the application and enforcement process for historic properties.
- 28. "Historic Preservation Officer ("HPO")" means the person or persons designated by the City Manager for the City of El Paso to coordinate the historic preservation program; to review and administratively approve applications, refer violations as appropriate to the enforcement authorities and provide administrative staff support to the Historic Landmark Commission. The HPO will coordinate the development and implementation of the historic preservation plan and the city's efforts to encourage participation in the plan.
- 29. "Historic preservation plan" is a supplement to the plan for El Paso relating to the preservation of historic properties.
- 30. "Intrusion" means a building, object, site or structure which detracts from a district's or cluster's historical significance because of its incompatibility with the district's or cluster's sense of time, place, and historical development; or its incompatibility of scale, materials, texture or color, whose integrity has been irretrievably lost; or whose physical deterioration or damage makes it infeasible to rehabilitate.
- 31. "Inventory" means a systematic listing of cultural, historical, architectural or archaeological resources prepared by a city, state or federal government, following standards set forth by federal, state and city regulations for evaluation of cultural properties.
- 32. "Landscape architectural feature" means the general arrangement of grounds including, but not limited to, the topographic grade water pooling and runoff, types and sites of plant materials, type and sites of surface materials such as decorative bark, rock, stone, gravel, concrete asphalt, brick, and the types and sites of constructions not otherwise deemed to be structures per se, such as fences, retaining walls, decks and other miscellaneous fixtures.
- 33. "Minor modification" means a change or changes to an approved application that is in substantial conformity with the approved plans and application.
- 34. "National Register" means the National Register of Historic Places maintained by the Secretary of the Interior.
- 35. "National Historic Landmark" means a historic property that the Secretary of the Interior has designated a national historic landmark.
- 36. "Non-contributing property" means a building, object, site or structure in a historic district which does not contribute to the district's or cluster's historical significance through location, design, setting, material, workmanship, feeling and association, but due to its proximity to historic landmarks and contributing properties, has the potential to affect the character of the historic district or cluster that it is located within. All properties within a designated district shall receive equal protection of the ordinance whether designated as either contributing or non-contributing.

- 37. "Object" means a material thing of functional, aesthetic, cultural, historical, archaeological or scientific value that may be, by nature or design, movable yet related to a specific setting or environment.
- 38. "Ordinary repair and maintenance" means any work, the purpose and effect of which is to correct or prevent any deterioration or decay of or damage to a building, object or structure or any part thereof and to restore same, as nearly as may be practicable, to its condition prior to such deterioration, decay or damage, using the same materials or those materials which are, in appearance, as close as possible to the original.
- 39. "Reconstruction" means the act or process of reassembling, reproducing or replacing by new construction, the form, detail and appearance of a destroyed or vanished property and its setting as it appeared at a particular period of time by means of the removal of later workmanship, or by the replacement of missing earlier work, or by reuse of original materials.
- 40. "Rehabilitation" means the act or process of returning a building, object, site or structure to a state of utility through repair, remodeling or alteration that makes possible an efficient contemporary use while preserving those portions or features of the building, object, site or structure that are significant to its historical, architectural and cultural values.
- 41. "Relocation" means any change of the location of a building, object or structure in its present setting to another setting.
- 42. "Resource" means a source or collection of buildings, objects, sites, structures or areas that exemplify the cultural, social, economic, political, archaeological or architectural history of the nation, state or city.
- 43. "Restoration" means the act or process of accurately recovering the form and details of a building, object, site or structure and its setting as it appeared at a particular period of time by means of the removal of later work or by the repair or replacement of missing earlier work.
- 44. "Significant historic landmark" means:
 - a. Those buildings, objects, sites, site improvements, appurtenances or structures of the highest and most unique historical, cultural, architectural or archaeological importance whose demolition or destruction would constitute an irreplaceable loss to the quality and character of El Paso;
 - b. Inventoried interior spaces designed or intended to be occupied as part of the structure and which are accessible to the public; and
 - c. Significant historic landmarks are also referred to as landmarks in this chapter.
- 45. "Site" means the location of a significant event, a prehistoric or historic occupation or activity, or a building, structure or cluster, whether standing, ruined or vanished, where the location itself maintains historical or archaeological value regardless of the value of any existing structure.

- 46. "Stabilization" means the act or process of applying measures designed to reestablish a weather-resistant enclosure or the structural stability of an unsafe or deteriorated building, object, site or structure while maintaining the essential form as it exists at present.
- 47. "Substantial conformity" means the revisions to approved applications that do not significantly alter the historic character or alter additional physical elements of the structure as approved in the original application.
- 48. "Thematic group" means a finite group of resources related to one another in a clearly distinguishable way, by association with a single historic person, event or developmental force, as one building type, design or use, as designed by a single architect, as a single archaeological site form, or as a particular set of archaeological research.
- 49. "Unreasonable economic hardship" means an economic burden imposed upon the owner which is unduly excessive and prevents a realization of a reasonable rate of return upon the value of his property. Shall be proven by means of financial documentation including, but not limited to, bids from contractors, proof of payment for the property, site, object, or structure.
- 50. "Vista" means a view through or along a right-of-way opening, including those along the river's banks, which, as a view corridor, frames, highlights or accentuates a prominent building, object, site, structure, scene or panorama, or patterns or rhythms of buildings, objects, site or structures; to include views of areas at a distance, such as a remote view of the downtown or the mountains.
- 51. "Zone" means a designated area, within a historic district, which is unique in character, tone, theme, architecture, and/or culture. A district may be divided into zones, to assist property owners and the HLC in structuring design guidelines and further evaluating applications for certificates of appropriateness.

Section 3. That Title 20 (Zoning) Chapter 20.20 (Historic Landmark Preservation), Section 20.20.030 (Administration of the Historic Preservation Program) be amended and replaced as follows:

20.20.030 - Administration of the historic preservation program.

The historic preservation program will be administered under the direction of the City Manager's office including appropriate staffing and administrative support of the program subject to budget appropriations approved and authorized by the City Council.

Section 4. That Title 20 (Zoning) Chapter 20.20 (Historic Landmark Preservation), Section 20.20.040 (Procedure for Designation of Historic Landmarks and Districts) be amended and replaced as follows:

20.20.040 - Procedure for designation of historic landmarks and districts.

- A. The City Council may designate buildings, structures, sites, districts, areas and lands in the city as historic landmarks and define, amend and delineate the boundaries thereof. Requests for designation may be made by the City Council, HLC or by the public on a form or zoning application obtained from the city. Completed request forms shall be returned to the city for processing. All designations shall meet all requirements under Section 211.0165 of the Texas Local Government Code, as amended from time to time, or subsequent Texas statute replacing Section 211.0165 of the Texas Local Government Code.
- B. The HLC shall review and forward any recommendations to the City Plan Commission within forty-five (45) days, to be forwarded to the City Council for final action. In the event the HLC does not recommend an applicant's request for designation of a resource the applicant may petition the City Plan Commission for a hearing, following procedures set forth in Chapter 2.08 of this Code.
- C. The HLC shall hold a public hearing on all proposed ordinances relating to historic properties. Notice shall be given as required by Section 211.007, Texas Local Government Code.
- D. The designation of a historic landmark or historic district may be amended or removed using the same procedure provided in this section for the original designation.
- E. The suffix "H" shall appear after the zoning designation of those buildings, structures, sites, districts, areas and lands which the City Council designates as historical landmarks, and shall be reflected on the zoning map. Such designation shall be in addition to any other designation established under this title. Use of classifications as to all property which may be included by a historic landmark designation shall continue to be governed by the comprehensive zoning ordinance of the City and the procedures established therein.
- F. Council may use the following designations for individual buildings, objects, sites or property and which are in a historic district or designated with an "H" overlay:
 - 1. Significant or independent historic landmark;
 - 2. Contributing property; and
 - 3. Non-contributing property as those terms are defined in Section 20.20.020.
- G. Upon passage of a historic landmark designation ordinance, the city clerk shall file a copy of the ordinance with the city and county tax assessors and in the official records of real property of El Paso County together with a notice verifying H-overlay designation of the subject property. The city clerk shall also send a copy of such notice to the owner or owners of the subject property.
- H. Interim Protection Notification of proposed designation shall be sent to the property owner via certified mail sixty (60) days prior to the HLC hearing to the address listed on the El Paso Central Appraisal District Appraisal Roll at the time of notice. Until the HLC denial HO24-2427|Trans#514304|P&I

Chapter 20.20 - HISTORIC LANDMARK PRESERVATION RTA

or designation is approved for the property by City Council, no permits or work on the property shall be approved unless it is for emergency or restorative work. No permits for demolition or alteration that cannot be approved administratively shall be approved until the HLC has reviewed the case for designation.

Section 5. That Title 20 (Zoning) Chapter 20.20 (Historic Landmark Preservation), Section 20.20.050 (Historic Landmarks Designation Criteria) be amended and replaced as follows:

20.20.050 - Historic landmarks designation criteria.

In making designations set forth in this chapter, the HLC, the City Plan Commission, and City Council shall consider, but shall not be limited to, one or more of the following criteria:

- A. Character, interest or value as part of the development, heritage or cultural characteristics of the city, state or the United States;
- B. Recognition as a Recorded Texas Historic Landmark, a National Historic Landmark, or entry into the National Register of Historic Places;
- C. Embodiment of distinguished characteristics of an architectural type or specimen;
- D. Identification as the work of an architect or master builder whose individual work has influenced the development of the city;
- E. Embodiment of distinguished elements of architectural design, detail, materials or craftsmanship which represent a significant architectural innovation;
- F. Relationship to other distinctive buildings, sites or areas which are eligible for preservation according to a plan based on architectural, historic or cultural motif;
- G. Portrayal of the environment of a group of people in an area of history characterized by a distinctive architectural style;
- H. Archaeological value, in that it has produced or can be expected to produce data affecting theories of historic or prehistoric interest;
- I. Exemplification of the cultural, economic, social, ethnic or historical heritage of the city, state or the United States;
- J. Location as the site of a significant historic event;
- K. Identification with a person or persons who significantly contributed to the culture and development of the city, region, state or the United States.

Section 6. That Title 20 (Zoning) Chapter 20.20 (Historic Landmark Preservation), Section 20.20.060 (Acquisition of Historic Landmarks) be amended and replaced as follows:

20.20.060 - Acquisition of historic landmarks.

The following options shall be available to the HLC, for recommendation to the City Council of El Paso, for acquisition of historic buildings, objects, sites, resources and structures of historic, cultural, architectural, and/or archeological importance that may be but not limited to historic landmarks:

- A. If the HLC finds that buildings, structures, sites, districts, resources, land or structures of other areas cannot be preserved without acquisition, the HLC shall recommend to City Council that the fee simple or lesser property interest of the property in question be acquired by gift, devise, purchase, eminent domain, or otherwise pursuant to the city charter and state and federal law;
- B. The HLC may recommend to City Council, within ten (10) days of the hearing before the HLC, or at the City Council's next regular meeting, that the historic landmark property, resource or site be acquired. Council will have thirty (30) days to state an affirmative intent to negotiate with the property owner and, if successful, the Council shall complete such a purchase within a reasonable time thereafter;
- C. Formulate a program for preservation and public action which will state the role of various city departments in acquisition of historic landmarks or sites;
- D. Suggest sources of funds for preservation and restoration activities and acquisitions, to include federal sources, state sources private and foundation sources, as well as municipal sources;
- E. Recommend, to the proper agencies, incentives designed to encourage historical preservation.

Section 7. That Title 20 (Zoning) Chapter 20.20 (Historic Landmark Preservation), Section 20.20.070 (Historic Landmark Recognition) be amended and replaced as follows:

20.20.070 - Historic landmark recognition.

- A. When approved by City Council resolution, the City may honor property owners with a Historic Building Award. The award will be based on the following:
 - 1. Nominations will be open to the public sector, private sector, and general public each calendar year that funding for the plaques is available. The deadline for submission of nominations will be September 1st. Nomination shall be submitted in the form of a letter. The HLC may recommend not more than five structures for an award. Final decision, by the HLC, will be made at a regularly scheduled meeting;
 - 2. The HLC shall award a maximum of five plaques each calendar year;
 - 3. Criteria for awarding a Historic Building Plaque Award are as follows:
 - a. The building shall be at least fifty years old,
 - b. The building shall have an "H" overlay, be a recorded Texas Historic Landmark, or listed on the National Register of Historic Places,

- c. The building shall have been rehabilitated and/or maintained in good condition, and plans prepared for the work approved by the HLC, evidenced by issuance of a Certificate of Appropriateness,
- d. If the building was rehabilitated using state, federal, or community development block grant funding, plans shall have been reviewed and approved by the State Historic Preservation Office (SHPO),
- e. At the time of the award, the building shall be in compliance with all municipal codes and ordinances, and have no open violations.
- f. Award winners may be honored at a subsequent City Council meeting,
- g. Recipients are required to display the award in a publicly visible location on the facade of the structure. Any replacement plaques will be acquired at the owner's expense. If the owner wishes to modify the location of the plaque, the owner may propose a new location to the Historic Preservation Officer. The HPO may approve the request or forward it to the HLC for consideration and approval.

Section 8. That Title 20 (Zoning) Chapter 20.20 (Historic Landmark Preservation), Section 20.20.080 (Alterations and Changes to Landmarks and H-overlay properties) be amended and replaced as follows:

20.20.080 - Alterations and changes to landmarks and H-overlay properties.

- A. No person or entity shall construct, reconstruct, alter, change, remove, demolish or fail to maintain, any of the following, unless a Certificate of Appropriateness or a Certificate of Demolition has been approved by the HLC or approval granted through administrative review:
 - 1. Any building, object, site, landscape architectural feature, or group of such designated with an "H" overlay or as a historic landmark as defined by this chapter and designated by the City Council.
- B. No building permit shall be issued for such proposed work until a Certificate of Appropriateness has first been issued by the Historic Landmark Commission or approval granted through administrative review. The Certificate of Appropriateness or administrative review approval shall be in addition to and not in lieu of any building permit that may otherwise be required.
- C. Certificates of Appropriateness, Certificates of Demolition and applications for administrative review shall be granted, granted with modifications, or denied based on the following criteria:
 - 1. When City Council has adopted architectural and design guidelines for a particular district, those guidelines shall control provided they are not in conflict with other requirements of the city code, except that the HLC may approve exceptions to the guidelines in an effort to maintain the historic integrity of an "H" overlay property, in which case the exception shall control in that particular case;

- 2. When no guidelines have been adopted for a particular district, the guidelines from the district most similar in character, design, materials, workmanship, time of construction shall apply; or as identified in the "Guide to the Identification and Preservation of El Paso's Cultural, Historic and Architectural Resources";
- 3. When the preceding does not provide guidelines applicable to the project, then the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings shall apply (36 CFR Part 68) (U.S. Department of the Interior, National Park Service, Preservation Assistance Division. U.S. Government Printing Office Document Number: 19940 160-280 QL 3, Washington, D.C., or most current revision).
- 4. The guidelines and use thereof by the HPO for use in granting an administratively issued Certificate of Appropriateness for a site located in an Area of Potential Effect shall be as provided by the resolution of the City Council adopting such guidelines see Chapter 3.8.
- 5. An approved administrative review application shall expire twenty-four (24) months after approval after which the applicant can reapply.
- 6. An approved Certificate of Appropriateness application shall expire forty-eight (48) months after approval. If the work has not been completed within forty-eight (48) months, the applicant shall reapply to the HLC.
- 7. An approved Certificate of Demolition application shall expire within twelve (12) months of approval. If the work is not completed within that period, the property owner shall reapply to the HLC.
- 8. All public works (unless the proposal is restorative, rehabilitative, or meeting the requirements for administrative review and approval) in historic districts shall be reviewed and approved by the Historic Landmark Commission. All public projects to be reviewed by the Historic Landmark Commission shall require notification of registered neighborhood associations in the area of work. The Historic Preservation Officer (HPO) shall be on the design team for all public works in historic districts. All city departments shall comply with this ordinance.

D. Application Content.

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- 1. For the exterior of a property with an "H" overlay or a property located in an Area of Potential Effect (see Chapter 3.04.035) applying for a tax exemption, or a designated historic interior, the applicant shall submit the following:
- a. One copy of a completed application for administrative review, Certificate of Appropriateness or Certificate of Demolition form. Applications shall be typewritten, printed in ink, or electronically submitted in legible form. Completed applications shall be accepted and reviewed administratively or scheduled for HLC hearing, as applicable, on a first-come, first-serve basis. Incomplete applications shall not be processed and shall be returned to the applicant;

699

- b. One copy of a detailed site development plan and construction documents drawn to scale, as applicable, showing the following:
 - i. Legal description of the property,
 - ii. Lot lines with dimensions of the areas,
 - iii. Location and arrangement of structures and fencing,
 - iv. Location, type, and arrangement of windows, doors, and other openings where applicable; (Include sample of each type of window or door from brochure, catalog or manufacturer),
 - v. Square footage of structure(s), including number of dwelling units,
 - vi. Required yards and setbacks,
 - vii. Proposed building materials (i.e., concrete, stucco, wood, metal),
 - viii. Sample of proposed color(s) and texture (i.e., color swatch with name, manufacturer, and number),
 - ix. Material and product samples from brochure, catalog or manufacturer,
 - x. Open spaces, where applicable,
 - xi. Landscaped planted areas including square footage, list of plants, dimensions of existing and new construction including paving, planting, and any illustration of masonry or other materials,
 - xii. Architectural design of buildings, modification, addition, or new construction (floor plan(s), sections, and elevations),
 - xiii. Construction details for roof, walls, floor and foundation;
 - xiv. Drawings of site development plans, floor plans when needed, exterior elevations and building sections shall be drawn to scale and noted. Not to Scale (NTS) drawings will not be accepted.
 - xv. Shop drawings, cut sheets, elevations, plans, and sections with dimensions for windows, doors, architectural components, and structures as needed,
 - xvi. Existing and proposed elevations, site plans, floor plans, and building sections of affected areas as needed.
 - xvii.Renderings will not be accepted as a substitute for detailed plans and sections shall be drawn to scale and noted. Not To Scale (NTS) drawings will not be accepted.
- Printed hard copies of color photographs showing current conditions of the site and/or structures (pictures from Google Earth or an online program will not be accepted);

- d. One copy of a proof of ownership or other legal document demonstrating that the individual(s) or corporation submitting the application is the current property owner such as a certificate from a title company or warranty deed. An individual or entity who has a contract to purchase property may also submit an application with the owner's written authorization. This requirement shall not apply to administrative review applications;
- e. A copy of any deed restrictions, existing or proposed, on the property shall also be submitted. This requirement shall not apply to administrative review applications;
- f. One eight and one-half inch by eleven inch copy of the detailed site development plan and scaled construction drawings and one full-size set measuring 24" x 36" in size. The copy shall contain the address and legal description of the property. This requirement shall not apply to administrative review applications;
- g. A plan showing restoration or rehabilitation of the interior (if designated) and the exterior unless the applicant provides an inspection report that shows that the interior fully complies with all applicable code requirements and is not in need of restoration or rehabilitation, in which case the plans need only address the exterior of the site.
- h. Drawings shall comply with the requirements set by the Texas Board of Architectural Examiners for commercial structures.

E. Administrative Review and Approval.

- 1. The Historic Preservation Officer shall review and approve, approve with modifications or deny all administrative review applications in accordance with the administrative review design guidelines, for the following types of requests:
 - a. Landscape materials including vegetation, irrigation, and xeriscaping, in the front, rear, side yards and parkways to include the following:
 - i. Open spaces, where applicable, including square footage, list of plants, dimensions of new construction including paving, planting, and any installation of masonry and other materials;
 - ii. Landscaped planted areas, where applicable, including square footage, list of plants, dimensions of existing and new construction including paving, planting, and any installation for masonry or other materials;
 - iii. Type of landscape or surface material to be replaced; to include a sample of the proposed surface material;
 - b. New fencing on the front, rear and side yards to include the following:
 - i. Location and type of proposed fencing;
 - ii. Type of proposed fencing including material, dimensions, and color;
 - iii. Chain-link fence is not an acceptable material for approval under administrative review;

- c. Metal coverings and security grilles for windows and doors, guardrails and handrails for safety, to include photographs and drawings (elevations and sections) and showing the following:
 - i. Location of proposed security grilles;
 - ii. Type of proposed security grille including dimensions, material and color;
 - iii. Guardrails and handrails placed on or in an area where they will not alter, damage, or destroy architectural fabric and made of simple black metal pickets.
- d. Exterior accessibility ramps when placed where historic or significant architectural fabric shall be altered requires review by the HLC to include the following:
 - i. Location of proposed accessibility ramp;
 - ii. List of materials, dimensions, and colors;
 - iii. Shall comply with Texas Accessibility Standards for commercial properties.
- e. Skylights, solar panels, HVAC units, and any mechanical, electrical, or plumbing equipment when placed in non-character-defining facades and are not visible with the front facade; to include the following:
 - i. Location of proposed skylight, solar panels or HVAC unit or any mechanical, electrical, or plumbing equipment;
 - ii. List of materials, dimensions, and colors;
 - iii. Sample of skylight, solar panels, HVAC unit or any mechanical, electrical or plumbing equipment with dimensions (Include sample from brochure, catalog or manufacturer);
- f. Off-premises and on-premises commercial and residential signs within historic districts in accordance with Chapter 20.18 as applicable; to include the following:
 - i. Location of proposed signage;
 - ii. List of materials and colors;
 - iii. Elevations and sections, drawn to scale, of signage including total square footage.
- g. Replacement of garage or household exterior doors that match the original doors to include sample of door from brochure, catalog or manufacturer listing materials, dimensions, and color;
- h. Walkways, driveways, and aprons; include location and materials;
- i. Swimming pools and tennis courts where permitted by sufficient area in the side and rear yard and not visible from the right-of-way;
- j. Routine maintenance, including but not be limited to: painting, re-roofing, repair of walks, driveways, fences;
- k. Placement of fire escapes when placed in non-character-defining facades and where allowed by other city ordinances;

- Installation of windows and doors similar to the original in appearance, operation, and purpose, regardless of construction materials and shall include sample, elevations, sections, and/or shop drawings of window and doors from a brochure, catalog or manufacturer listing materials, dimensions, color, operation, configuration, details, and finish; also include existing and proposed elevations of each façade;
- m. Installation of an accessory structure when placed in non-character-defining facades, not in the front or side yards, and when no other accessory buildings exist on the site. Accessory structure shall not exceed two hundred square feet in size. Roof height shall not exceed height of the main structure. Colors shall complement the existing historic structure;
- Installation of outdoor playground equipment when placed in non-characterdefining facades and not in the front or side yards;
- o. Painting of previously painted surfaces other than brick or any type of stone or masonry with colors compatible with the historic district. Colors may be denied by the Historic Preservation Office and can be appealed to the Historic Landmark Commission.
- p. Installation of outdoor lighting fixtures and security fixtures when such elements complement the design context of the structure and do not alter, damage, or destroy historic fabric or character defining features. Drawings shall include elevations and sections drawn to scale that show materials, dimensions, color, and installation;
- q. Minor alterations in a non-character-defining facade and not visible from the street. Any alteration found to have a detrimental impact on the historic character of the structure or historic district shall be subject to the requirements for approval for a Certificate of Appropriateness as outlined in Section 20.20.130(C).
- 3. Color photographs showing current conditions of the property shall be submitted in hard copy or e-mail form to the Historic Preservation Office and shall be required to be furnished by the applicant for all administrative review requests. Google Earth or online pictures will not be accepted.
- 4. The applicant may appeal decisions of the HPO to the HLC through the application process.
- F. Certificate of Appropriateness and Certificate of Demolition. Any and all changes or alterations to landmarks and H-overlay properties, as described in Section 20.20.140(A), that are not eligible for administrative review shall require an application for Certificate of Appropriateness or Certificate of Demolition to be reviewed and approved by the HLC. A complete Certificate of Appropriateness application shall be submitted to the Historic Preservation Office at least fourteen (14) days before the HLC meeting for its review.

- G. Historic Landmark Commission Review.
 - 1. The Historic Landmark Commission, upon ten (10) days' notice to the applicant, shall hold a hearing on the application. Upon review, if the HLC finds the proposed work of a nature which will not adversely affect any significant architectural or historical feature of a designated historic landmark, property or site, and is appropriate and consistent with the spirit and purposes of this section, it shall forward a Certificate of Appropriateness to the applicant within fifteen (15) days after the public hearing.
 - 2. If the Historic Landmark Commission finds that the proposed work will adversely affect or destroy any significant architectural or historical feature of the designated historic landmark, property, site resource, or historic interior, or is inappropriate or inconsistent with the spirit and purposes of this section, it shall render a denial of the request and forward the notice of denial to the applicant within fifteen (15) days after the public hearing. The HLC shall state the reason(s) for its disapproval.
 - 3. If no action has been taken by the Historic Landmark Commission within forty-five (45) days of the receipt of a completed application, the application shall be approved as submitted, and a Certificate of Appropriateness shall be issued by the HLC. However, a Certificate of Demolition shall never be issued before the expiration of sixty (60) days of receipt of a completed application.
 - 4. No change shall be made in the application, issuance, or execution of any building permit after the issuance of a Certificate of Appropriateness, without submittal of a request for minor modification as provided for in Section 20.20.150, otherwise, a new application to the Historic Landmark Commission and approval thereof in the same manner as previously provided shall be submitted.
 - 5. After a decision is reached by the Historic Landmark Commission denying an application for a Certificate of Appropriateness, no application for a Certificate of Appropriateness for a given property may be resubmitted within twelve (12) months from date of action by the HLC unless the HLC finds that a substantial change in conditions has occurred, or that applicant has resubmitted in conformance with subsection 3.
 - 6. Applicants aggrieved by a decision of the Historic Landmark Commission may appeal to City Council, using the procedure identified in Section 20.20.190. All fees for an appeal shall be paid in full at the time of submission. If the fee is not paid, the appeal will be deemed incomplete. Once notices for a public hearing have been sent and/or posted, the hearing shall be held unless the applicant withdraws his application in which event no request for the same or similar change shall be accepted for one year at which time a new application including payment of new fees may be filed. No fees are to be refunded in the event of a withdrawal.
- H. Area of Potential Effect. A Certificate of Appropriateness may also be issued administratively by the HPO using the same criteria and standards as the HLC under subsection G of this section, or administrative approval may be granted under this chapter for the construction, reconstruction, alteration or changes proposed to be made to a site located in an Area of Potential Effect as designated by the City Council, upon the request of a person or entity intending to make application for the ad valorem tax incentive program

provided in Section 3.04.035 of this Code. In making a decision to administratively issue a Certificate of Appropriateness under this section, the HPO shall perform every duty and undertake every obligation imposed on the HLC in this section for the situations when the HLC is authorized to issue a Certificate of Appropriateness.

Section 9. That Title 20 (Zoning) Chapter 20.20 (Historic Landmark Preservation), Section 20.20.090 (Modification of Certificate of Appropriateness) be amended and replaced as follows:

20.20.090 - Modification of Certificate of Appropriateness.

- A. If an applicant desires to make minor modifications to the Certificate of Appropriateness when preparing final working drawings, he/she may apply to the Historic Preservation Office for a minor modification of the approved Certificate of Appropriateness.
- B. If the Historic Preservation Officer finds the minor modifications are in substantial conformity with the approved Certificate of Appropriateness, the Historic Preservation Officer shall approve the minor modifications and amend the Certificate of Appropriateness.
- C. Changes other than such minor modification shall require a new hearing and new approval in the same manner as for review of the original Certificate of Appropriateness.

Section 10. That Title 20 (Zoning) Chapter 20.20 (Historic Landmark Preservation), Section 20.20.100 (Economic Hardship Application Procedure) be amended and replaced as follows:

20.20.100 - Economic hardship application procedure.

- A. After receiving written notification from the HLC of the denial of any application, an applicant may commence the economic hardship application process discussed herein at no additional cost. No building permit or demolition permit shall be issued through this procedure unless the HLC makes a finding that, through no fault of his/her own, the owner cannot otherwise realize a reasonable rate of return on, or sell his property at a reasonable price to an individual or entity interested in preserving it.
- B. The applicant and the HLC shall consult in good faith in a diligent effort to seek an alternative that will result in preservation of the property.
- C. The HLC shall hold a public hearing on the application within thirty days from the date the complete application is received by the HLC.
- D. If the HLC approves the application, it shall forward a Certificate of Appropriateness to the applicant within ten (10) days after the public hearing. However, a Certificate of Demolition shall not be provided to the applicant until at least sixty days following the date of submittal of a completed application and no permits for demolition shall be approved by the Historic Preservation Office until sixty (60) days after approval from the HLC.

- E. If the HLC denies the application, it shall forward the disapproved application to the applicant within ten (10) days after the public hearing. The HLC shall state the reasons for its disapproval.
- F. If no action has been taken by the HLC within sixty (60) days of the original receipt of the economic hardship application by the HLC, a Certificate of Appropriateness or Certificate of Demolition shall be deemed to have been issued by the HLC, and the Historic Preservation Officer shall so advise the applicant.
- G. No change shall be made in the application for any building permit after the issuance of a Certificate of Appropriateness without submittal of a new application to the HLC and approval thereof as previously provided.
- H. After a decision is reached by the HLC denying an application, a re-submittal of application shall not be accepted for additional hearing within a twelve-month period from the date of the final decision, unless the HLC determines, after reviewing a written request of the applicant, that there has been a change in conditions sufficient to warrant an earlier rehearing.
- I. Applicants aggrieved by a decision of the HLC may appeal to City Council, using the procedure identified in Section 20.20.190.
- J. If an applicant claims Unreasonable Economic Hardship, the applicant shall submit a minimum of two detailed cost estimates for proposed work, each from a licensed contractor registered with the city.

Section 11. That Title 20 (Zoning) Chapter 20.20 (Historic Landmark Preservation), Section 20.20.110 (Enforcement) be amended and replaced as follows:

20.20.110 - Enforcement.

- A. All work performed pursuant to a Certificate of Appropriateness or administrative review shall conform to any requirements included therein. It shall be the duty of the Historic Preservation Officer to inspect any such work to assure compliance. In the event work is found that is not in accordance with the Certificate of Appropriateness or administrative review, the Historic Preservation Officer shall notify the building official or designee, who may issue a stop work order, a citation, or pursue other prosecution in accordance with this Code or any other applicable statute or law. All further work by the applicant shall be subject to the requirements of the city code or other governing statute or law.
- B. If a Certificate of Appropriateness is issued, a project is completed, and if the property qualifies for a tax abatement per Title 3 of this Code, then the Historic Preservation Officer shall inspect the premises on an annual basis to ensure compliance with the Certificate of Appropriateness for the duration of the tax abatement. If the Historic Preservation Officer determines that conditions have changed to make the project noncompliant with the Certificate of Appropriateness, they shall notify the owner in writing and submit a report to the HLC providing details of the alleged noncompliance.

- C. The HLC shall hold a hearing and notify the property of the date, time and place of the hearing so that the property owner may attend and present evidence of compliance with the Certificate of Appropriateness. The HLC shall make a finding, based upon the evidence presented by the Historic Preservation Officer and the property owner, whether or not the project is or is not in compliance with the original Certificate of Appropriateness. If the HLC finds that the project is not in compliance, the Historic Preservation Officer shall notify the taxing authority, and the tax abatement for the project shall cease immediately. The property owner may present an alternate plan in order to comply with the Certificate of Appropriateness, and the HLC may amend and approve the modifications. The property owner may appeal the HLC's decision to the City Council as provided for herein.
- D. Any application regarding a violation that was reviewed and/or approved by the HLC shall have a date of completion for the work to be completed. The HLC may decide on thirty (30) to ninety days or more for a violation to be amended, corrected, cured, or repaired. If the violation is not amended, cured, or repaired within the timeframe decided on by the HLC, the matter is to be referred to the department of Code Compliance.

Section 12. That Title 20 (Zoning) Chapter 20.20 (Historic Landmark Preservation), Section 20.20.120 (Historic Landmark Demolition or Removal) be amended and replaced as follows:

20.20.120 - Historic landmark demolition or removal.

- A. Application Requirements. A person may file an application for demolition or partial demolition of a designated historic or H-overlay property with the Historic Preservation Officer. The application for demolition or removal of any portion of a designated historic or "H" overlay property shall be in the form provided by the Historic Preservation Officer. The Historic Preservation Officer shall list in the application all required information and documentation that the Historic Preservation Officer deems necessary in order to allow the HLC to make a determination on the request. At a minimum, the Historic Preservation Officer shall include the following requirements in the application:
 - 1. Statement of the reasons for the demolition.
 - 2. A copy of the deed showing ownership of the property.
 - 3. Signature of the property owner.
 - 4. Detailed plans showing the current condition of the structure.

The Historic Preservation Office shall not process any applications that are incomplete or are missing any required documentation. The HLC shall delay the proposed demolition for a period of at least sixty (60) days from the date of submission of a completed application.

B. Hearing Procedure. The HLC shall consider an application for demolition or partial demolition of a designated historic or "H" overlay property in accordance with the following procedures:

- 1. Upon receipt of a complete application, the Historic Preservation Office shall place the application in the next available HLC regular meeting for a first public hearing, provided that the Historic Preservation Office shall provide at least ten (10) days notice to the applicant of the public hearing. If the next available HLC regular meeting is within ten (10) days of the Historic Preservation Office receiving a completed application, then the Historic Preservation Office shall place the application for a public hearing on the following HLC regular meeting.
- 2. At the first public hearing on an application for demolition or partial demolition of a designated historic or "H" overlay property, the HLC shall only hear the evidence presented by the applicant and other interested parties. The HLC may not make a decision on the application until a second public hearing. The Historic Preservation Officer shall set the second public hearing no later than sixty (60) days from the date of the first public hearing.
- 3. At the second public hearing, the HLC may consider additional evidence presented by the applicant or other interested parties. The HLC will render a decision on the application at the second public hearing. The HLC shall either approve the application, deny the application, require a third public hearing to take place no later than 180 days from the date of the second public hearing, or take no action on the application and send a recommendation to City Council that the property be acquired pursuant to Section 20.20.120(A).
- a. If the HLC fails to take action during the second public hearing, then the application will be deemed approved.
- b. If the HLC decides to send a recommendation to City Council that the property be acquired and if City Council declines the request or takes no action within sixty (60) days of the second public hearing, then the Historic Preservation Officer shall set the application for a third public hearing.
- c. If City Council decides to take action to acquire the property, then the application will be stayed until the acquisition of the property is complete. Once the acquisition of the property is complete then the Historic Preservation Office shall close the application and mark the process as complete. If the negotiations for the acquisition of the property fail, then the applicant may request the Historic Preservation Office to set a third public hearing on the application.
- 4. If the Historic Preservation Office sets the application for a third public hearing, then the HLC may consider additional evidence by the applicant or other interested parties, however, the HLC shall make a decision to either approve or deny the application. If the HLC fails to take action during the third public hearing, then the application will be deemed approved.

- C. Considerations. The HLC may consider the following factors in deciding whether or not to approve an application for demolition or partial demolition of a property designated as historic or H-overlay:
 - 1. Historic value
 - 2. State of repair of the property
 - 3. Reasonableness of the cost of the restoration or repair
 - 4. The existing and potential usefulness, including economic usefulness of the property
 - 5. Purposes behind preserving the structure as a historic resource
 - 6. Loss of historic significance
 - 7. Proposed construction for the site
 - 8. The HLC may require additional information as needed in order to make an informed decision.
- D. Appeals. An applicant whose application has been denied may appeal the decision of the HLC to City Council in accordance with the following procedures.
 - 1. Applicant shall file the appeal and pay the appeal fee with the City Clerk within fifteen (15) days of a decision by the HLC to deny an application. The appeal fee will be established annually in the annual budget resolution approved by City Council.
- E. Resubmittal of applications. After a decision is reached by the HLC denying an application for a Certificate of Demolition, a re-submittal of an application for such certificate will not be accepted for a twelve-month period from the date of final decision, except upon written request of the applicant indicating that there has been a change in conditions sufficient to warrant an earlier rehearing.
- F. Not applicable. Subsections A through E of this Section shall not apply whenever the Chief Building Official or the Fire Chief, or their designee, proceeds under Chapter 18.50. In such case, the Building and Standards Commission, after the appropriate notice and hearing, may order the building or structure, or part thereof, secured, repaired, removed, or demolished without regard to the "H"-overlay designation; but in no event may the Building and Standards Commission take such action unless it determines that the building or structure or part thereof is unsafe and dangerous so as to endanger persons or property or is a fire hazard, and that such damage or hazard is so great and so immediate that subsections A through E of this section should be circumvented to prevent immediate and substantial harm to persons or property. Such a determination by the Building and Standards Commission shall be final except as provided for by state law.

- G. Prior to submitting an application for demolition or removal, the applicant shall send written notice of the proposed application via email or certified mail, facsimile transmission or personal delivery to the mayor and City Council, the County Historical Commission, and if the property is located within a Recognized Neighborhood Association ("RNA") boundary, the applicant shall provide written notice to any such RNA. Such notice shall contain the following information:
 - 1. A detailed description of what is being applied for;
 - 2. A method by which the applicant can be contacted; and
 - 3. A statement as to the application's projected impact on the land comprising the geographic boundary of the RNA;
 - 4. A minimum of two cost estimates from licensed contractors, engineers or architects within the state of Texas to preserve or demolish the structure.

H. As part of the submitted application, the applicant shall provide a copy of the written notice sent to each individual or entity and proof of delivery to the Historic Preservation Office and the HLC. Failure to provide written notice or an affidavit attesting hand delivery shall result in the application not being accepted as complete.

Section 13. That Title 20 (Zoning) Chapter 20.20 (Historic Landmark Preservation), Section 20.20.130 (Preservation of Demolition by Neglect) be amended and replaced as follows

20.20.130 - Prevention of demolition by neglect.

- A. Applicability. All historic landmarks and properties with an "H" overlay shall be preserved against detrimental deterioration and kept free from certain structural defects by the owner or legal custodian who shall repair such building, object, site, or structure if it is found to have any of the following defects:
 - 1. Deterioration of roofs or other horizontal members;
 - 2. Deterioration of chimneys;
 - 3. Deterioration or crumbling of stucco or mortar;
 - 4. Ineffective waterproofing of exterior walls, roof or foundations, including broken windows or doors; or
 - 5. Deterioration of any feature so as to create a hazardous condition which could lead to the claim that demolition is necessary for the public safety.
 - 6. Deterioration of any feature so as to create a hazardous condition which will pose a threat to the public safety.

- B. Upon the HLC's receipt of a claim of detrimental deterioration of a landmark or property with an "H" overlay, it shall notify the owner in writing, informing the owner of the complaint and specifics of the alleged detrimental deterioration, requesting that the owner appear before the HLC for a fuller and more accurate determination of the existence of detrimental deterioration.
- C. If the HLC determines after public hearing that there is detrimental deterioration as described in subsection A, the owner or legal custodian shall be given a reasonable time and opportunity to cure. The owner or legal custodian shall comply with all requirements of requesting a certificate of appropriateness from the HLC.
- D. Recommendation of a building's safety shall be made by the Chief Building Official and an engineering consultant hired by the property owner with input from the Historic Preservation Office. The consultant shall submit a report to the city verifying the building's safety or lack thereof.
- E. If the owner ignores the notice from the HLC or fails to respond, the Building and Standards Commission shall be notified. The Historic Preservation Office and the Historic Landmark Commission are authorized to work with a property owner to encourage maintenance and stabilization of the structure and identify resources available before taking enforcement action under this section. If the owner of the property is not responsive and fails to appear before the HLC as requested, the HLC or the Historic Preservation Office may file a petition with Code Compliance requesting that the city proceed under the city abatement ordinance to require correction of defects or repairs to any structure as stated above so that such structure shall be preserved and protected in accordance with the purposes of this article and the public safety and housing ordinance.
- F. The Historic Preservation Office is authorized to notify the owner about the condition of the property constituting a case of demolition by neglect in violation of this chapter. Any such unacceptable, dangerous, unsightly or unsanitary matter in violation of this chapter shall be removed within seven (7) calendar days after the receipt of such notice. Such notice will further state that if the current property condition is not corrected within the seven (7) calendar days from the service of such notice, the City will refer the matter to the Building and Standards Commission, which may, without further notice abate this demolition by neglect by boarding and securing the property, and charge the cost of expense incurred in doing such work to the owner of such property and fix a lien thereon as provided by this article.
- G. Such notice shall be in writing and delivered in person or sent by mail (or by any means authorized by state law) to the owner, or to any one or more of the owners if the property is owned jointly or in common at the owner's address as recorded in the Central Appraisal District records of the appraisal district in which the property is located, or to any agency having the authority to lease, rent, sell, manage or take care of the land. If the correction

notice cannot be hand delivered at the time of the investigation, or the owner's address recorded in the Central Appraisal District is unknown, notice may be given by publication at least once in a newspaper of general circulation, by posting the notice on or near the front door of each building on the property to which the violation relates, or by posting the notice on a placard attached to a stake driven into the ground on the property which the violation relates, if the property contains no buildings.

- H. If the city mails a notice to a property owner in accordance with this section, and the United States Postal Service returns the notice as "refused" or "unclaimed," the validity of the notice is not affected and the notice is considered as delivered.
- I. The person given such a notice or his/her representative shall request a meeting with the Chief Building Official and the Historic Preservation Officer or designee within seven (7) calendar days after the receipt of the notice, to present their reasons for which this ordinance should not be enforced. The meeting shall be attended by the Historic Preservation Office to determine compliance with the guidelines and city code.
- If the property owner or his/her representative fails to remove or correct the conditions or any other unacceptable, unsightly or unsanitary matter in violation of this chapter within seven (7) calendar days after the receipt or posting of notice, the department shall ask the Building and Standards Commission to arrange to have the boarding, securing, or removal of any other unacceptable, unsightly or unsanitary matter in violation of this chapter done and assess the cost of such clean up, disposal or removal and all reasonable expenses at the owner's expense and to take any action as provided by this chapter. The notice shall state the cost to the City or other entity, to board and secure the property, including labor costs, administrative costs, transportation expenses, publication costs, expenses for use of equipment, and materials and other reasonable expenses. The notice shall be sent in writing by the Chief Building Official requesting payment to the city within thirty (30) calendar days of receipt by the property owner. Failure to pay the costs associated with the correction of demolition by neglect will result in a request to City Council to pass a resolution declaring the reasonable expenses which include the cost of clean-up, disposal or removal, labor costs, administrative costs, transportation expenses, publication costs, expenses for use of equipment, and materials and other reasonable expenses, as well as the established authorized fee relating to the preparation of the required legal documents necessary for the creation of and release of lien, plus the cost of recording the resolution, to be a lien on the property payable within ten (10) calendar days after adoption of the resolution, and thereafter bearing ten percent yearly interest until the debt is paid in full. If passed, a copy of the resolution, authenticated by the acknowledgement of the City Clerk, shall be filed for record in the office of the County Clerk. The City Tax Assessor and Collector shall send a bill for the amount with all tax bills on the property until the debt is paid in full.

K. The City may provide a notice to inform the owner at the owner's address as recorded in the appraisal district records of the appraisal district in which the property is located, by mail (or by any means authorized by state law) and a posting on the property, or by personal delivery of correction notice, that if the owner commits another violation of the same kind or nature that poses a condition of demolition by neglect within a twelve- (12) calendar month period from the date of the notice, the City, without further notice, may correct the violations at the owner's expense and assess the clean-up expense against the property. If a violation covered by a notice under this subsection occurs within the one- (1) year period and the city has not been informed in writing by the owner of an ownership change, then the City, without further notice, may take any action as provided by Chapter 342 of the Texas Health and Safety Code and assess its expenses as provided by Section 342.007.

Section 14. That Title 20 (Zoning) Chapter 20.20 (Historic Landmark Preservation), Section 20.20.140 (Penalty for Demolition or Alteration Without a Permit) be amended and replaced as follows:

20.20.140 - Penalty for demolition or alteration without a permit.

- A. It is unlawful to construct, reconstruct, structurally alter, remodel, renovate, restore, demolish or raze any historic landmark, property, site, or resource or any resource labeled with an "H" overlay in violation of this chapter. The City Council, through the City Attorney, in addition to other remedies, may institute any appropriate action or proceedings to prevent such unlawful violation and to restrain, correct or abate such violation, to prevent any illegal act, business or maintenance in and about such premises.
- B. In addition to any remedies allowed pursuant to Chapter 20.24 or other law and exercised under subsection A, a person, corporation or entity is liable to the city if the person demolishes, or causes to be demolished, or otherwise adversely affects the structural, physical or visual integrity of a historic landmark without first obtaining a permit from the building services department and a certificate of demolition from the HLC as required by this chapter. The structure or property shall have a designated "H" overlay, individually or as part of a historic district.
- C. If the structural, physical or visual integrity of the historic landmark, property, site, or structure is adversely affected to the extent that it may not feasibly be substantially restored to its original level of historic significance, damages are equal to the cost of constructing, using as many of the original materials as possible, a new structure that is a reasonable facsimile of the historic landmark as well as the cost of the attorney's, architect's and appraiser's fees and other costs related to the enforcement of this section. If it is feasible to restore the structural, physical or visual integrity of the historic landmark, property, site, or structure substantially to its former level, the damages are equal to the cost of the restoration, using as many of the original materials as possible and the cost of the attorney's, architect's and appraiser's fees and other costs related to the enforcement of this section.

- D. Instead of accepting monetary damages, the City Council may permit the liable person to construct, within a reasonable time and using as many of the original materials as possible, a structure or property that is a reasonable facsimile of the demolished historic landmark, property, site, or structure or to restore, using as many of the original materials as possible, the historic landmark, property, site, or structure and to pay the cost of the attorney's, architect's and appraiser's fees and other costs related to the enforcement of this section.
- E. If a property has any outstanding, active or open violation(s) of the City's Building and Zoning Codes, the Historic Preservation Office shall not approve any permits for the property until such violation(s) is corrected or in compliance. Only work to correct the violations will be approved.

Section 15. That Title 20 (Zoning) Chapter 20.20 (Historic Landmark Preservation), Section 20.20.150 (Ad Valorem Tax Incentives for Historic Properties) be amended and replaced as follows:

20.20.150 - Ad valorem tax incentives for historic properties.

- A. The city will provide applications for the ad valorem tax incentives program provided in Section 3.04.035 of this Code to promote preservation and restoration of historic properties.
- B. The city council may identify by resolution one or more areas of the city that abut historic landmarks and districts and include one or more historically significant sites in need of tax relief to encourage their historic preservation, and shall designate and declare those areas as areas of potential effect. Those sites meeting the criteria set forth in Section 3.04.035 of this Code and located in designated areas of potential effect shall be eligible to make application for and receive the tax incentives described in this section and as provided in Section 3.04.035 of this Code.

Section 16. That Title 20 (Zoning) Chapter 20.20 (Historic Landmark Preservation), Section 20.20.160 (Notice) be amended and replaced as follows:

20.20.160 - Notice.

Any notice required to be given under this chapter shall be by deposit in the U.S. Postal Service, postage prepaid, or by e-mail to the addressee at his last known mailing address.

Section 17. That Title 20 (Zoning) Chapter 20.20 (Historic Landmark Preservation), Section 20.20.170 (Severability) be amended and replaced as follows: 20.20.170 - Severability.

The terms and provisions of this chapter are severable and shall be governed by Section 1.04.060.

Section 18. That Title 20 (Zoning) Chapter 20.20 (Historic Landmark Preservation), Section 20.20.180 (Zoning Board of Adjustment) be amended and replaced as follows:

20.20.180 - Zoning Board of Adjustment.

This chapter is not to be construed as conferring any jurisdiction on the Zoning Board of Adjustment in matters pertaining to historic landmark preservation.

Section 19. That Title 20 (Zoning) Chapter 20.20 (Historic Landmark Preservation), Section 20.20.190 (Appeal to the City Council) be amended and replaced as follows:

20.20.190 - Appeal to the City Council.

Any applicant or the owner of any property located within three hundred (300) feet of any landmark property with an "H" overlay, or the owner of any property within the same historic district as the subject of the appeal, who is aggrieved by a ruling of the HLC concerning that landmark under the provisions of this section, may within fifteen (15) days after the ruling of the HLC, appeal to the City Council by filing written notice of such appeal with the city clerk. Following a public hearing to be held within sixty (60) days of the filing of such notice of appeal, the City Council may, by a super majority (three fourths vote of all members of the governing body) vote of all members of the City Council, uphold or overturn any ruling of the HLC made pursuant to this chapter. Appeals to the City Council may be made by filing written notice of such appeal with the City Clerk and shall be accompanied by the non-refundable fee paid in full. The appeal shall be accompanied by the fee listed in Schedule C as set by Council resolution. No appeal shall be heard until the fee is paid in full. Failure to pay the fee in full at the time of filing the appeal will render the application incomplete.

PASSED AND APPRO	OVED this day of	, 2024
	THE CITY OF EL	PASO
	Oscar Leeser	
ATTEST:	Mayor	
Laura D. Prine City Clerk		
•	ditional signatures on following page**	

HQ24-2427|Trans#514304|P&I Chapter 20.20 - HISTORIC LANDMARK PRESERVATION RTA

APPROVED AS TO FORM:	APPROVED AS TO CONTENT		
Russel T. Abeln	Philip Ctive Philip F. Etiwe, Director		
Russell T. Abeln	Philip F. Etiwe, Director		
Senior Assistant City Attorney	Planning & Inspections Department		
Date:	Date:		

Chapter 20.20 - HISTORIC LANDMARK PRESERVATION

Sections:

20.20.010 - Declaration of policy.

- A. City Council finds and declares as a matter of public policy that the protection, enhancement, preservation and use of historic landmarks is a public necessity and is required in the interest of the culture, prosperity, education, safety and general welfare of the people. The purposes of this chapter include the following but are not limited to:
- B. To protect, enhance and perpetuate historic landmarks which represent or reflect distinctive and important elements of the city's, region's, state's or nation's architectural, archaeological, cultural, social, economic, ethnic and political history and to develop appropriate settings for such places;
- C. To safeguard the city's historic and cultural heritage, as embodied and reflected in such historic landmarks by appropriate regulations;
- D. To stabilize and improve property values in such locations;
- E. To foster civic pride in the beauty and accomplishments of the past;
- F. To protect and enhance the city's attractions to tourists and visitors and provide incidental support and stimulus to business and industry;
- G. To strengthen the economy of the city;
- H. To promote the use of historic landmarks for the culture, prosperity, education and general welfare of the people of the city and visitors to the city;
- To prevent the uprooting of architectural products of distinct periods, which may occur without regard
 to the feasibility of preserving and continuing the use of such landmarks, and without consideration
 of the irreplaceable loss to the people of the city of the cultural, historic and aesthetic values
 represented by such landmarks.

(Ord. 16653 § 2 (part), 2007)

20.20.020 - Definitions.

All references to historic properties, sites, districts, resources, or landmarks in this chapter means any property with an "H" overlay and designated as such by the City of El Paso.

- A. In addition to the definitions of Chapter 20.02, the following definitions apply only to this chapter of the code, and control if in conflict with Chapter 20.02.
 - 1. "Addition" means a completely new structure or new component to an existing structure.
 - "Administrative review" means the approval process by which the <u>Historic Preservation Officer</u> (HPO) or his designee administratively approves or denies submitted applications in accordance with the Administrative Review Design Guidelines.
 - 3. "Alteration" means any construction or change of the exterior of a building, site or structure including, but not limited to, the erection, construction, reconstruction or removal of any structure in/within a historic district or of the designated interior space of a landmark structure. Alteration shall include, but not be limited to, the changing of roofing or siding materials; changing, eliminating or adding doors, door frames, windows, window frames, shutters, fences, railings, porches, balconies, signs or other ornamentation; the changing of paint color; regrading; fill; imploding or other use of dynamite. Alteration shall not include ordinary repair and maintenance.

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- a. "Alteration, major" means an alteration shall be deemed to be major if it is the kind of work, which is customarily done with the aid of plans or specifications.
- b. "Alteration, minor" means an alteration shall be deemed to be "minor" if it is the kind of work which is customarily done without the aid of plans and which would not substantially change the external appearance of the building, site, or structure, and if new material added does not exceed one hundred square feet of floor area.
- 4. "Appurtenance" means, but is not limited to, any accessory or subordinate building, object or structure, fence, street furniture, fixture, vending machine, fountain or artwork, located on the grounds of a historic landmark or in a historic district.
- "Archaeology" means the science or study of the material remains of past life or activities and the physical site or context in which they are found.
- "Architectural style" means the architectural character and general composition of a structure, including but not limited to, the kind, color and texture of the building material and the type, design and character of all windows, door, light fixtures, signs and appurtenant elements.
- 7. "Area" means a specific geographic division of the City of El Paso.
- 8. "Building" means a structure created to shelter people or things, such as a house, barn, church, hotel, warehouse or similar structure, including a historically related complex, such as a courthouse and jail or a house and barn and multi-family buildings.
- "Cemetery" means any site, as defined by Texas statute, which contains at least one burial, marked or previously marked, dedicated to and used or intended to be used for the permanent interment of the human dead, to include perpetual care and non-perpetual care cemeteries.
- 10. "Certificate of Appropriateness" means the certificate issued by the Historic Landmark Commission after review of a submitted application, and it is determined that the proposed project is appropriate for the landmark or historic district for which it is requested. It is not considered or defined as a building permit.
- 11_"Character-defining architectural element" means a distinctive architectural feature, quality, or combination thereof, that distinguishes one structure from another or which is unique to that structure.
- 12. "Cluster" means a group of cultural resources with compatible buildings, objects or structures geographically or thematically relating to and reinforcing one another through design, setting, materials, workmanship, congruency and association.
- 13. "Construction" means the act of adding new material to an existing building, structure or site.
- 14. "Contributing property" means a building, object, site or structure, in a historic district or "cluster" that contributes to the district's or cluster's historical significance through location, design, setting, materials, workmanship, and/or association. All properties within a designated district shall receive equal protection of the ordinance and shall conform to the guidelines whether designated as either contributing or non-contributing.
- 15. "Cultural" means the quality in a society that arises from an interest in or an acquaintance with what is generally regarded as excellence in arts, literature, architecture, manners, or scholarly pursuits and/or the socially transmitted behavior patterns, arts, beliefs, institutions, and all other products of human work that are considered as the expression of a particular period, class, community or population.
- "Cultural resources" means districts, sites, <u>parks</u>, <u>plazas</u>, <u>resources</u> or structures that possess integrity of location, design, setting, materials, workmanship, congruency, and association in such a way that they are symbolic of excellence in North American, Texas, or El Paso history, architecture, archeology or culture.
- 17. "Days" means that, unless otherwise specified, all days are to be calendar days.

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Commented [VP6]: There was some confusion about whether "days" meant working days or calendar days.

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18. "Demolition" means any act or process that destroys, razes, or permanently impairs the structural integrity, in whole or in part, of any mobile or immobile structure governed by this chapter.		Deleted: 78.
19. "Design guidelines" means the written standards adopted by the City Council which are intended to provide guidelines to the Historic Landmark Commission and Historic Preservation Officer to govern construction to preserve the historic, cultural and architectural character of an area or of a building, object, site or structure.		Deleted: 1819Design guidelines" means the
20 "Economic return" means a financial profit or capital appreciation from use or ownership of a building, object, site or structure.		Deleted: 19.
20. "Effect" means a change in the quality of the historical, architectural, archaeological, or cultural significance of a resource, or in the characteristics that qualify the resource as historically important.		Deleted:
21. "Effect, adverse" means a negative change in the quality of the historical, architectural, archaeological or cultural significance of a resource, or in the characteristics that qualify the resource as historically important.		Deleted:
22. "Enclosure" refers to fences, walls or other physical features used to contain open space or provide privacy.		Deleted:
23_"Historic district" means an area designated by City Council, state or federal authority and which contains within definable geographic boundaries one or more "H-overlay" properties or clusters, including their accessory buildings, fences and other appurtenances, and natural resources having historical, cultural and archaeological significance, and which may have within its boundaries landmarks, contributing, and non-contributing buildings or structures, which will all receive the equal protection of the historic district designation.		Deleted:Historic district" means an area Commented [VP8]: Added to clarify that contributing and
24. "Historic interiors" means an architecturally or historically significant interior space which remains substantially intact in terms of: (1) original configuration, (2) original volume, and/or (3) original architectural ornamentation and decoration; which exhibit surviving original historical finishes or has the potential for accurate restoration of such finishes; and which is open, to be used by, or may be used by the public.		non-contributing properties are subject to the same ordinance, rules, and guidelines this language was added to eliminate any misunderstanding. Deleted:
may be used by the public. 25. "Historic landmark" also referred to as an "H-overlay" property, means those buildings, objects, sites or structures of historical, cultural, architectural or archaeological importance and whose demolition or destruction would constitute an irreplaceable loss to the quality and character of El Paso; certain inventoried interior spaces which are accessible to the public; such buildings, objects, sites or structures, their appurtenances, and the property which they are located, having been so designated by city council.		Deleted:
26. "Historic Landmark Commission ("HLC")" the commission appointed by the mayor and City Council to assist in the preparation of the city's historic preservation plan, to create and review guidelines for historic districts, to review and approve, approve with conditions or deny applications relating to historic properties and to perform other functions as delineated in Title 2.		Deleted: "Historic Llndmark Ccmmission
27 "Historic preservation program" city program under the direction of the city manager's office to encourage historic preservation through education, advocacy and incentives, and to oversee the application and enforcement process for historic properties.		Deleted:
28 "Historic Preservation Officer ("HPO")" means the person or persons designated by the City Manager for the City of El Paso to coordinate the historic preservation program; to review and administratively approve applications, refer violations as appropriate to the enforcement authorities and provide administrative staff support to the Historic Landmark Commission. The HPO will coordinate the development and implementation of the historic preservation plan and the city's efforts to encourage participation in the plan.	1	Deleted: Historic Ppeservation Ooficer
29. "Historic preservation plan" is a supplement to the plan for El Paso relating to the preservation of historic properties.		Deleted:
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- 30. "Intrusion" means a building, object, site or structure which detracts from a district's or cluster's historical significance because of its incompatibility with the district's or cluster's sense of time, place, and historical development; or its incompatibility of scale, materials, texture or color, whose integrity has been irretrievably lost; or whose physical deterioration or damage makes it infeasible to rehabilitate.
- 31_"Inventory" means a systematic listing of cultural, historical, architectural or archaeological resources prepared by a city, state or federal government, following standards set forth by federal, state and city regulations for evaluation of cultural properties.
- 32. "Landscape architectural feature" means the general arrangement of grounds including, but not limited to, the topographic grade water pooling and runoff, types and sites of plant materials, type and sites of surface materials such as decorative bark, rock, stone, gravel, concrete asphalt, brick, and the types and sites of constructions not otherwise deemed to be structures per se, such as fences, retaining walls, decks and other miscellaneous fixtures.
- 33. "Minor modification" means a change or changes to an approved application that is in substantial conformity with the approved plans and application.
- 34_"National Register" means the National Register of Historic Places maintained by the Secretary of the Interior.
- 35. "National Historic Landmark" means a historic property that the Secretary of the Interior has designated a national historic landmark.
- 36. "Non-contributing property" means a building, object, site or structure in a historic district which does not contribute to the district's or cluster's historical significance through location, design, setting, material, workmanship, feeling and association, but due to its proximity to historic landmarks and contributing properties, has the potential to affect the character of the historic district or cluster that it is located within. All properties within a designated district shall receive equal protection of the ordinance whether designated as either contributing or non-contributing.
- 37. "Object" means a material thing of functional, aesthetic, cultural, historical, archaeological or scientific value that may be, by nature or design, movable yet related to a specific setting or environment.
- 38 "Ordinary repair and maintenance" means any work, the purpose and effect of which is to correct or prevent any deterioration or decay of or damage to a building, object or structure or any part thereof and to restore same, as nearly as may be practicable, to its condition prior to such deterioration, decay or damage, using the same materials or those materials which are, in appearance, as close as possible to the original.
- 39. "Reconstruction" means the act or process of reassembling, reproducing or replacing by new construction, the form, detail and appearance of a destroyed or vanished property and its setting as it appeared at a particular period of time by means of the removal of later workmanship, or by the replacement of missing earlier work, or by reuse of original materials.
- 40. "Rehabilitation" means the act or process of returning a building, object, site or structure to a state of utility through repair, remodeling or alteration that makes possible an efficient contemporary use while preserving those portions or features of the building, object, site or structure that are significant to its historical, architectural and cultural values.
- 41 "Relocation" means any change of the location of a building, object or structure in its present setting to another setting.
- 42 "Resource" means a source or collection of buildings, objects, sites, structures or areas that exemplify the cultural, social, economic, political, archaeological or architectural history of the nation state or city.
- 43. "Restoration" means the act or process of accurately recovering the form and details of apuilding, object, site or structure and its setting as it appeared at a particular period of time by
 means of the removal of later work or by the repair or replacement of missing earlier work.

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\	Commented [VP9]: The language on non-contributing properties was removed from the ordinance in 2006. Since then, non-contributing properties have been subject to the same guidelines as contributing properties. In order to clarify that contributing and non-contributing properties are subject to the same ordinance, rules, and guidelines this language was added to eliminate any misunderstanding.
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- 44. "Significant historic landmark" means:
 - a. _Those buildings, objects, sites, site improvements, appurtenances or structures of the highest and most unique historical, cultural, architectural or archaeological importance whose demolition or destruction would constitute an irreplaceable loss to the quality and character of El Paso:
 - Inventoried interior spaces designed or intended to be occupied as part of the structure and which are accessible to the public; and
 - c. Significant historic landmarks are also referred to as landmarks in this chapter.
- 45. "Site" means the location of a significant event, a prehistoric or historic occupation or activity, or a building, structure or cluster, whether standing, ruined or vanished, where the location itself maintains historical or archaeological value regardless of the value of any existing structure.
- 46. "Stabilization" means the act or process of applying measures designed to reestablish a weatherresistant enclosure or the structural stability of an unsafe or deteriorated building, object, site or structure while maintaining the essential form as it exists at present.
- 47. "Substantial conformity" means the revisions to approved applications that do not significantly alter the historic character or alter additional physical elements of the structure as approved in the original application.
- 48. "Thematic group" means a finite group of resources related to one another in a clearly distinguishable way, by association with a single historic person, event or developmental force, as one building type, design or use, as designed by a single architect, as a single archaeological site form, or as a particular set of archaeological research.
- 49 "Unreasonable economic hardship" means an economic burden imposed upon the owner which is unduly excessive and prevents a realization of a reasonable rate of return upon the value of his property. Shall be proven by means of financial documentation including, but not limited to, bids from contractors, proof of payment for the property, site, object, or structure.
- 50. "Vista" means a view through or along a right-of-way opening, including those along the river's banks, which, as a view corridor, frames, highlights or accentuates a prominent building, object, site, structure, scene or panorama, or patterns or rhythms of buildings, objects, site or structures; to include views of areas at a distance, such as a remote view of the downtown or the mountains.
- 51, "Zone" means a designated area, within a historic district, which is unique in character, tone, theme, architecture, and/or culture. A district may be divided into zones, to assist property owners and the HLC in structuring design guidelines and further evaluating applications for certificates of appropriateness.

(Ord. No. 17442, § 50, 10-26-2010)

20.20.030 - Administration of the historic preservation program.

The historic preservation program will be administered under the direction of the <u>City Manager's</u> office including appropriate staffing and administrative support of the program subject to budget appropriations approved and authorized by the <u>City Council</u>.

(Ord. 16653 § 2 (part), 2007)

20.20.040 - Procedure for designation of historic landmarks and districts.

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Commented [VP10]: Proof of economic hardship is requested when the owner claims that a proposal would be financially difficult. It is in keeping with asking for documentation on any proposed changes.

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- A. The City Council may designate buildings, structures, sites, districts, areas and lands in the city as historic landmarks and define, amend and delineate the boundaries thereof. Requests for designation may be made by the City Council, HLC or by the public on a form or zoning application obtained from the city. Completed request forms shall be returned to the city for processing. All designations shall meet all requirements under Section 211.0165 of the Texas Local Government Code, as amended from time to time, or subsequent Texas statute replacing Section 211.0165 of the Texas Local Government Code.
- B. __The HLC shall review and forward any recommendations to the _City Plan Commission within forty-five (45) days, to be forwarded to the _City Council for final action. In the event the HLC does not recommend an applicant's request for designation of a resource the applicant may petition the _City Plan Commission for a hearing, following procedures set forth in Chapter 2.08 of this Code.
- C. __The HLC shall hold a public hearing on all proposed ordinances relating to historic properties. Notice shall be given as required by Section 211.007, Texas Local Government Code.
- D. __The designation of a historic landmark or historic district may be amended or removed using the same procedure provided in this section for the original designation.
- E. The suffix "H" shall appear after the zoning designation of those buildings, structures, sites, districts, areas and lands which the City Council designates as historical landmarks, and shall be reflected on the zoning map. Such designation shall be in addition to any other designation established under this title. Use of classifications as to all property which may be included by a historic landmark designation shall continue to be governed by the comprehensive zoning ordinance of the City and the procedures established therein.
- F. Council may use the following designations for individual buildings, objects, sites or property and which are in a historic district or designated with an "H" overlay:
 - Significant or independent historic landmark;
 - 2. Contributing property; and
 - 3. Non-contributing property as those terms are defined in Section 20.20.020.
- G. Upon passage of a historic landmark designation ordinance, the city clerk shall file a copy of the ordinance with the city and county tax assessors and in the official records of real property of El Paso County together with a notice verifying H-overlay designation of the subject property. The city clerk shall also send a copy of such notice to the owner or owners of the subject property.
- H. Interim Protection Notification of proposed designation shall be sent to the property owner via certified mail sixty (60) days prior to the HLC hearing to the address listed on the El Paso Central Appraisal District Appraisal Roll at the time of notice. Until the HLC denial or designation is approved for the property by City Council, no permits or work on the property shall be approved unless it is for emergency or restorative work. No permits for demolition or alteration that cannot be approved administratively shall be approved until the HLC has reviewed the case for designation.

(Ord. No. <u>18975</u>, § 1, 9-3-2019)

20.20.050 - Historic landmarks designation criteria.

In making designations set forth in this chapter, the HLC, the City Plan Commission, and City Council shall consider, but shall not be limited to, one or more of the following criteria:

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buildings and properties from demolition before the designation is finally approved.

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- Character, interest or value as part of the development, heritage or cultural characteristics of the city, state or the United States;
- Recognition as a Recorded Texas Historic Landmark, a National Historic Landmark, or entry into the National Register of Historic Places;
- C. Embodiment of distinguished characteristics of an architectural type or specimen;
- Identification as the work of an architect or master builder whose individual work has influenced the development of the city;
- E. _Embodiment of distinguished elements of architectural design, detail, materials or craftsmanship which represent a significant architectural innovation;
- F. _Relationship to other distinctive buildings, sites or areas which are eligible for preservation according to a plan based on architectural, historic or cultural motif;
- G. _Portrayal of the environment of a group of people in an area of history characterized by a distinctive architectural style;
- H. _Archaeological value, in that it has produced or can be expected to produce data affecting theories of historic or prehistoric interest;
- _Exemplification of the cultural, economic, social, ethnic or historical heritage of the city, state or the United States;
- J. Location as the site of a significant historic event;
- K. _Jdentification with a person or persons who significantly contributed to the culture and development of the city, region, state or the United States.

20.20.060 - Acquisition of historic landmarks.

The following options shall be available to the HLC, for recommendation to the <u>Qity Qouncil of El Paso</u>, for acquisition of historic <u>buildings</u>, <u>objects</u>, <u>sites</u>, <u>resources</u> and <u>structures</u> of <u>historic</u>, <u>cultural</u>, <u>architectural</u>, <u>and/or archeological importance that may be but not limited to historic landmarks</u>;

- A. If the HLC finds that buildings, structures, sites, districts, resources, land or structures of other areas cannot be preserved without acquisition, the HLC shall recommend to City Council that the fee simple or lesser property interest of the property, in question be acquired by gift, devise, purchase, eminent domain, or otherwise pursuant to the city charter and state and federal law;
- B. The HLC may recommend to Lity Louncil, within ten (10) days of the hearing before the HLC, or at the City Louncil's next regular meeting, that the historic landmark property, resource or site be acquired. Council will have thirty (30) days to state an affirmative intent to negotiate with the property owner and, if successful, the Louncil shall complete such a purchase within a reasonable time thereafter;
- Formulate a program for <u>preservation</u>, and public action which will state the role of various city departments in acquisition of historic landmarks or sites;
- Suggest sources of funds for preservation and restoration activities and acquisitions, to include federal sources, state sources private and foundation sources, as well as municipal sources;
- E. Recommend, to the proper agencies, incentives designed to encourage historical preservation.

(Ord. 16653 § 2 (part), 2007)

20.20.070 - Historic landmark recognition.

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- A. _When approved by City Council resolution, the City may honor property owners with a Historic Building, Award. The award will be based on the following:
 - Nominations will be open to the public sector, private sector, and general public each calendar
 year that funding for the plaques is available. The deadline for submission of nominations will be
 September 1st. Nomination shall be submitted in the form of a letter. The HLC, may recommend
 not more than five structures for an award. Final decision, by the HLC, will be made at a
 regularly scheduled meeting;
 - 2. The HLC shall award a maximum of five plaques each calendar year;
 - 3. Criteria for awarding a Historic Building Plaque Award are as follows:
 - a. The building shall be at least fifty years old,
 - b. The building shall have an "H" overlay, be a recorded Texas Historic Landmark, or listed on the National Register of Historic Places,
 - The building shall have been rehabilitated and/or maintained in good condition, and plans prepared for the work approved by the HLC, evidenced by issuance of a Certificate of Appropriateness.
 - d. If the building was rehabilitated using state, federal, or community development block grant funding, plans shall have been reviewed and approved by the <u>State Historic Preservation</u> Office (SHPO).
 - e. At the time of the award, the building shall be in compliance with all municipal codes and ordinances, and have no open violations.
 - f. _Award winners may be honored at a subsequent City Council meeting,
 - g. Recipients are required to display the award in a publicly visible location on the facade of the structure. Any replacement plaques will be acquired at the owner's expense. If the owner wishes to modify the location of the plaque, the owner may propose a new location to the Historic Preservation Officer. The HPO may approve the request or forward it to the HLC for consideration and approval.

20.20.080 - Alterations and changes to landmarks and H-overlay properties.

- A. No person or entity shall construct, reconstruct, alter, change, remove, demolish or fail to maintain, any of the following, unless a Certificate of Appropriateness or a Certificate of Demolition has been approved by the HLC or approval granted through administrative review:
 - Any building, object, site, landscape architectural feature, or group of such designated with an "H"_overlay or as a historic landmark as defined by this chapter and designated by the City

 Council
- B. No building permit shall be issued for such proposed work until a Certificate of Appropriateness has first been issued by the Historic Landmark Commission or approval granted through administrative review. The Certificate of Appropriateness or administrative review approval shall be in addition to and not in lieu of any building permit that may otherwise be required.
- C. Certificates of Appropriateness, Certificates of Demolition and applications for administrative review shall be granted, granted with modifications, or denied based on the following criteria:
 - When <u>City Council</u> has adopted architectural and design guidelines for a particular district, those guidelines shall control provided they are not in conflict with other requirements of the city code, except that the HLC may approve exceptions to the guidelines in an effort to maintain the

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Commented [VP18]: An award can only be given to a property owner in good standing with the City and who has completed his/her project in accordance with the city's laws.

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Commented [VP19]: This language was added to make certain that the plaque can be viewed and read by the public.

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Deleted: 1. Any permanent feature on a property listed as a Texas Antiquities Landmark or on the National Register of Historic Places;

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Commented [VP20]: The listing of a property on the National Register of Historic Places is an honorific; there should be no restrictions because a property has been designated at the federal level. The only restrictions for a National Register listed property come when the owner is requesting federal funding (either as a tax credit or other money). Beyond that, a property listed only on the National Register does not have to comply with local preservation guidelines. Making an NR property owner comply with local historic guidelines is overreaching.

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historic integrity of an "H"_overlay property, in which case the exception shall control in that particular case;

- When no guidelines have been adopted for a particular district, the guidelines from the district
 most similar in character, design, materials, workmanship, time of construction shall apply; or as
 identified in the "Guide to the Identification and Preservation of El Paso's Cultural, Historic and
 Architectural Resources";
- 3. When the preceding does not provide guidelines applicable to the project, then the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings shall apply (36 CFR Part 68) (U.S. Department of the Interior, National Park Service, Preservation Assistance Division. U.S. Government Printing Office Document Number: 19940 160-280 QL 3, Washington, D.C., or most current revision).
- 4. The guidelines and use thereof by the HPO for use in granting an administratively issued Certificate of Appropriateness for a site located in an Area of Potential Effect shall be as provided by the resolution of the City Council adopting such guidelines — see Chapter 3.8.
- An approved administrative review application shall expire twenty-four (24) months after approval after which the applicant can reapply.
- 6. An approved Certificate of Appropriateness application shall expire forty-eight (48) months after approval. If the work has not been completed within forty-eight (48) months, the applicant shall reapply to the HLC.
- An approved Certificate of Demolition application shall expire within twelve (12) months of approval. If the work is not completed within that period, the property owner shall reapply to the HLC.
- 8. All public works (unless the proposal is restorative, rehabilitative, or meeting the requirements for administrative review and approval) in historic districts shall be reviewed and approved by the Historic Landmark Commission. All public projects to be reviewed by the Historic Landmark Commission shall require notification of registered neighborhood associations in the area of work. The Historic Preservation Officer (HPO) shall be on the design team for all public works in historic districts. All city departments shall comply with this ordinance.
- D. Application Content.
 - I. For the exterior of a property with an "H" overlay or a property, located in an Area of Potential Effect (see Chapter 3.04.035) applying for a tax exemption, or a designated historic interior, the applicant shall submit the following:
 - a. __One copy of a __completed application for administrative review, __Certificate of __Appropriateness or __Certificate of __Demolition form. Applications __shall be typewritten, printed in ink, or electronically submitted in legible form. Completed applications shall be accepted and reviewed administratively or scheduled for HLC hearing, as applicable, on a first-come, first-serve basis. Incomplete applications shall not be processed and shall be returned to the applicant;
 - One copy of a detailed site development plan and construction documents drawn to scale, as applicable, showing the following:
 - i. Legal description of the property,
 - ii. Lot lines with dimensions of the areas,

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Commented [VP22]: The applications submitted to the Historic Preservation Office do not have dates of expiration unlike building department permits, zoning applications, and other applications submitted to the City. Placing expiration dates on the applications will bring the Historic Preservation Office in line with other city departments and will add consistency.

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- iii. Location and arrangement of structures and fencing,
- iv. _Location, type, and arrangement of windows, doors, and other openings where applicable; (Include sample of each type of window or door from brochure, catalog or manufacturer).
- v. Square footage of structure(s), including number of dwelling units,
- vi. Required yards and setbacks,
- vii. Proposed building materials (i.e., concrete, stucco, wood, metal),
- viii. _Sample of proposed color(s) and texture (i.e., color swatch with name, manufacturer, and number),
- ix. Material and product samples from brochure, catalog or manufacturer,
- x. Open spaces, where applicable.
- xi. Landscaped planted areas including square footage, list of plants, dimensions of existing and new construction including paving, planting, and any illustration of masonry or other materials.
- xii. _Architectural design of buildings, modification, addition, or new construction (floor plan(s), sections, and elevations),
- xiii. Construction details for roof, walls, floor and foundation;
- <u>xiv.</u> Drawings of site development plans, floor plans when needed, exterior elevations and building sections shall be drawn to scale and noted. Not to Scale (NTS) drawings will not be accepted.
- xv. Shop drawings, cut sheets, elevations, plans, and sections with dimensions for windows, doors, architectural components, and structures as needed.
- xvi. Existing and proposed elevations, site plans, floor plans, and building sections of affected areas as needed.
- xvii. Renderings will not be accepted as a substitute for detailed plans and sections shall be drawn to scale and noted. Not To Scale (NTS) drawings will not be accepted.
- c. Printed hard copies of color photographs showing current conditions of the site and/or structures (pictures from Google Earth or an online program will not be accepted):
- d. One copy of a proof of ownership or other legal document demonstrating that the individual(s) or corporation submitting the application is the current property owner such as a certificate from a title company or warranty deed. An individual or entity who has a contract to purchase property may also submit an application with the owner's written authorization. This requirement shall not apply to administrative review applications;
- A copy of any deed restrictions, existing or proposed, on the property shall also be submitted. This requirement shall not apply to administrative review applications;
- f. _One eight and one-half inch by eleven inch copy of the detailed site development plan and scaled construction drawings <u>and one full-size set measuring 24" x 36" in size</u>. The copy <u>shall</u> contain the address and legal description of the property. This requirement shall not apply to administrative review applications;
- g. A plan showing restoration or rehabilitation of the interior (if designated) and the exterior unless the applicant provides an inspection report that shows that the interior fully complies

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Commented [VP25]: Online programs can often be several years behind and will not show the current condition or changes.

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Commented [VP26]: The city has six designated interiors which are located in the Downtown historic district and which are publicly accessible.

with all applicable code requirements and is not in need of restoration or rehabilitation, in which case the plans need only address the exterior of the site.

Drawings shall comply with the requirements set by the Texas Board of Architectural
 Examiners for commercial structures.

- E. Administrative Review and Approval.
 - The Historic Preservation Officer shall review and approve, approve with modifications or deny all administrative review applications in accordance with the administrative review design guidelines, for the following types of requests:
 - Landscape materials including vegetation, irrigation, and xeriscaping, in the front, rear, side yards and parkways, to include the following:
 - Open spaces, where applicable, including square footage, <u>list of plants, dimensions of</u> new construction including paving, planting, and any installation of masonry and other materials;
 - ii. Landscaped planted areas, where applicable, including square footage, <u>list of plants</u>, <u>dimensions of existing and new construction including paving</u>, planting, and any <u>installation for masonry or other materials</u>;
 - iii. __Type of landscape or surface material to be replaced; to include a sample of the proposed surface material;
 - New fencing on the front, rear and side yards to include the following:
 - i. Location and type of proposed fencing;
 - ii. __Type of proposed fencing including material, dimensions, and color;
 - iii. _Chain-link fence is not an acceptable material for approval under administrative review; ◆
 - Metal coverings and security grilles, for windows and doors, guardrails and handrails for safety, to include photographs and drawings (elevations and sections) and showing the following:
 - i. Location of proposed security grilles:
 - Type of proposed security grille including dimensions, material and color;
 - iii. Guardrails and handrails placed on or in an area where they will not alter, damage, or destroy architectural fabric and made of simple black metal pickets.
 - d. Exterior accessibility ramps when placed where historic or significant architectural fabric shall be altered requires review by the HLC, to include the following:
 - i. Location of proposed accessibility ramp;
 - ii. List of materials, dimensions, and colors;
 - iii. Shall comply with Texas Accessibility Standards for commercial properties.
 - e. Skylights, solar panels, HVAC units, and any mechanical, electrical, or plumbing equipment, when placed in non-character-defining facades and are not visible with the front facade; to include the following:
 - Location of proposed skylight, solar panels or HVAC unit or any mechanical, electrical, or plumbing equipment;
 - ii. List of materials, dimensions, and colors;
 - iii. Sample of skylight, solar panels, HVAC, unit or any mechanical, electrical or plumbing equipment with dimensions, (Include sample from brochure, catalog or manufacturer);

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Commented [VP27]: To clarify that the paving in the front yard, side yard, and parkway will not exceed 50% of the area.

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Commented [VP28]: To make installing an access ramp in a historic district easier by allowing it to be placed where it will not alter historic fabric.

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Commented [VP29]: To make installing an access ramp easier by making sure it complies with code.

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Commented [VP30]: Added in order to encompass all scope of exterior equipment.

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- f. Off-premises and on-premises commercial and residential signs within historic districts in accordance with Chapter 20.18 as applicable; to include the following:
 - i. Location of proposed signage:
 - ii. List of materials and colors:
 - iii. <u>Elevations and sections, drawn to scale, of signage</u> including total square footage
- g. Replacement of garage or household exterior doors that match the original doors, to include sample of door from brochure, catalog or manufacturer <u>listing materials</u>, <u>dimensions</u>, <u>and</u> color:
- h. Walkways, driveways, and aprons; include location and materials;
- Swimming pools and tennis courts where permitted by sufficient area in the side and rear yard and not visible from the right-of-way;
- j. Routine maintenance, including but not be limited to: painting, re-roofing, repair of walks, driveways, fences;
- Placement of fire escapes when placed in non-character-defining facades and where allowed by other city ordinances;
- I. Installation of windows and doors similar to the original in appearance, operation, and purpose, regardless of construction materials and shall include sample, elevations, sections, and/or shop drawings of window and doors from a brochure, catalog or manufacturer listing materials, dimensions, color, operation, configuration, details, and finish; also include existing and proposed elevations of each façade;
- m. Installation of an accessory structure when placed in non-character-defining facades, not in the front or side yards, and when no other accessory buildings exist on the site. Accessory structure shall not exceed two hundred square feet in size. Roof height shall not exceed height of the main structure. Colors shall complement the existing historic structure:
- Installation of outdoor playground equipment when placed in non-character-defining facades and not in the front or side yards;
- o. Painting of previously painted surfaces other than brick or any type of stone or masonry with colors compatible with the historic district. Colors may be denied by the Historic Preservation Office and can be appealed to the Historic Landmark Commission.
- p. Installation of outdoor lighting fixtures and security fixtures when such elements complement the design context of the structure and do not alter, damage, or destroy historic fabric or character defining features. Drawings shall include elevations and sections drawn to scale that show materials, dimensions, color, and installation;
- q. Minor alterations in a non-character-defining facade and not visible from the street. Any alteration found to have a detrimental impact on the historic character of the structure or historic district shall be subject to the requirements for approval for a Certificate of Appropriateness as outlined in Section 20.20.130(C).
- Color photographs showing current conditions of the property shall be submitted in hard copy or
 e-mail form to the Historic Preservation Office and shall be required to be furnished by the
 applicant for all administrative review requests. Google Earth or online pictures will not be
 accepted.
- 4. The applicant may appeal decisions of the HPO to the HLC through the application process.
- F. Certificate of Appropriateness and Certificate of Demolition. Any and all changes or alterations to landmarks and H-overlay properties, as described in Section 20.20.140(A), that are not eligible for administrative review shall require an application for Certificate of Appropriateness or Certificate of Certificate of Appropriateness or Certificate of Appropriateness

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Commented [VP31]: To clarify the actual size of a sign in relation to the building.

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Commented [VP32]: Added to create more opportunities and flexibility for the property owner.

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Commented [VP34]: This change will align with current city codes and allow the property owner to have a larger structure with an administrative review application.

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Commented [VP36]: To clarify where lighting fixtures should be placed so they do the least damage.

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application shall be submitted to the Historic Preservation Office at least fourteen (14) days before the HLC meeting for its review.

- G. Historic Landmark Commission Review.
 - 1. The Historic Landmark Commission, upon ten (10) days' notice to the applicant, shall hold a hearing on the application. Upon review, if the HLC finds the proposed work of a nature which will not adversely affect any significant architectural or historical feature of a designated historic landmark, property or site, and is appropriate and consistent with the spirit and purposes of this section, it shall forward a Certificate of Appropriateness to the applicant within fifteen (15) days after the public hearing.
 - 2. If the Historic Landmark Commission finds that the proposed work will adversely affect or destroy any significant architectural or historical feature of the designated historic landmark, property, site resource, or historic interior, or is inappropriate or inconsistent with the spirit and purposes of this section, it shall render a denial of the request and forward the notice of denial to the applicant within fifteen (15) days after the public hearing. The HLC shall state the reason(s) for its disapproval.
 - 3. If no action has been taken by the Historic Landmark Commission within forty-five (45) days of the receipt of a completed application, the application shall be approved as submitted, and a Certificate of Appropriateness shall be issued by the HLC. However, a Certificate of Demolition shall never be issued before the expiration of sixty (60) days of receipt of a completed application.
 - 4. No change shall be made in the application, issuance, or execution of any building permit after the issuance of a Certificate of Appropriateness, without submittal of a request for minor modification as provided for in Section 20.20.150, otherwise, a new application to the Historic Landmark Commission and approval thereof in the same manner as previously provided shall be submitted.
 - 5. After a decision is reached by the Historic Landmark Commission denying an application for a Certificate of Appropriateness, no application for a Certificate of Appropriateness for a given property may be resubmitted within twelve (12) months from date of action by the HLC unless the HLC finds that a substantial change in conditions has occurred, or that applicant has resubmitted in conformance with subsection 3.
 - 6. Applicants aggrieved by a decision of the Historic Landmark Commission may appeal to City Council, using the procedure identified in Section 20.20.190. All fees for an appeal shall be paid in full at the time of submission. If the fee is not paid, the appeal will be deemed incomplete. Once notices for a public hearing have been sent and/or posted, the hearing shall be held unless the applicant withdraws his application in which event no request for the same or similar change shall be accepted for one year at which time a new application including payment of new fees may be filed. No fees are to be refunded in the event of a withdrawal.
- H. Area of Potential Effect. A Certificate of Appropriateness may also be issued administratively by the HPO using the same criteria and standards as the HLC under subsection G of this section, or administrative approval may be granted under this chapter for the construction, reconstruction, alteration or changes proposed to be made to a site located in an Area of Potential Effect as designated by the City Council, upon the request of a person or entity intending to make application for the ad valorem tax incentive program provided in Section 3.04.035 of this Code. In making a decision to administratively issue a Certificate of Appropriateness under this section, the HPO shall perform every duty and undertake every obligation imposed on the HLC in this section for the situations when the HLC is authorized to issue a Certificate of Appropriateness.

(Ord. 16879 (part), 2008; Ord. 16653 § 2(part), 2007)

(Ord. No. 17233, §§ 1, 2, 11-3-2009)

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Commented [VP41]: Appeals shall now be accompanied by a fee. In line with current city codes.

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20.20.090 - Modification of Certificate of Appropriateness. Deleted: certificate of Aa If an applicant desires to make minor modifications to the Certificate of Appropriateness when Deleted: certificate of Aa...propriateness when preparing final working drawings, he/she may apply to the Historic Preservation Office for a minor modification of the approved Certificate of Appropriateness. If the Historic Preservation Officer finds the minor modifications are in substantial conformity with the **Deleted:** historic Pp...eservation Oo...ficer finds the approved Certificate of Appropriateness, the Historic Preservation Officer shall approve the minor modifications and amend the Certificate of Appropriateness. Changes other than such minor modification shall require a new hearing and new approval in the same manner as for review of the original Certificate of Appropriateness. Deleted: certificate of Aa (Ord. 16653 § 2 (part), 2007) 20.20.100 - Economic hardship application procedure. After receiving written notification from the HLC of the denial of any application, an applicant may commence the economic hardship application process discussed herein at no additional cost. No building permit or demolition permit shall be issued through this procedure unless the HLC makes a finding that, through no fault of his/her own, the owner cannot otherwise realize a reasonable rate of return on, or sell his property at a reasonable price to an individual or entity interested in preserving The applicant and the HLC shall consult in good faith in a diligent effort to seek an alternative that В. will result in preservation of the property. The HLC shall hold a public hearing on the application within thirty days from the date the complete application is received by the HLC. If the HLC approves the application, it shall forward a Certificate of Appropriateness to the applicant Deleted: applicationapplication, it shall forward a within ten (10) days after the public hearing. However, a Certificate of Demolition shall not be provided to the applicant until at least sixty days following the date of submittal of a completed application and no permits for demolition shall be approved by the Historic Preservation Office until sixty (60) days after approval from the HLC. Commented [VP42]: Certified Local Governments (CLG) require waiting sixty days for a demolition permit. If the HLC denies the application, it shall forward the disapproved application to the applicant within ten (10) days after the public hearing. The HLC shall state the reasons for its disapproval. If no action has been taken by the HLC within sixty (60) days of the original receipt of the economic hardship application by the HLC, a Certificate of Appropriateness or Certificate of Demolition shall be Deleted: certificate of Aa...propriateness or deemed to have been issued by the HLC, and the Historic Preservation Officer shall so advise the applicant. No change shall be made in the application for any building permit after the issuance of a Certificate Deleted: certificate of Aa of Appropriateness without submittal of a new application to the HLC and approval thereof as previously provided. After a decision is reached by the HLC denying an application, a re-submittal of application shall not be accepted for additional hearing within a twelve-month period from the date of the final decision, unless the HLC determines, after reviewing a written request of the applicant, that there has been a change in conditions sufficient to warrant an earlier rehearing. Applicants aggrieved by a decision of the HLC may appeal to City Council, using the procedure Deleted: city Cc identified in Section 20.20.190. Formatted: Normal . If an applicant claims Unreasonable Economic Hardship, the applicant shall submit a minimum of two Commented [VP43]: Proof of economic hardship is detailed cost estimates for proposed work, each from a licensed contractor registered with the city. requested when the owner claims that a proposal would be financially difficult. It is in keeping with asking for documentation on any proposed changes.

20.20.110 - Enforcement.

- A. All work performed pursuant to a <u>Certificate of Appropriateness or administrative review shall conform to any requirements included therein. It shall be the duty of the <u>Historic Preservation Officer</u> to inspect any such work to assure compliance. In the event work is found that is not in accordance with the <u>Certificate of Appropriateness or administrative review</u>, the <u>Historic Preservation Officer shall notify the building official or designee</u>, who may issue a stop work order, a citation, or pursue other prosecution in accordance with this Code or any other applicable statute or law. All further work by the applicant shall be subject to the requirements of the city code or other governing statute or law.</u>
- B. If a Certificate of Appropriateness is issued, a project is completed, and if the property qualifies for a tax abatement per Title 3 of this Code, then the Historic Preservation Officer shall inspect the premises on an annual basis to ensure compliance with the Certificate of Appropriateness for the duration of the tax abatement. If the Historic Preservation Officer determines that conditions have changed to make the project noncompliant with the Certificate of Appropriateness, they shall notify the owner in writing and submit a report to the HLC providing details of the alleged noncompliance.
- C. The HLC shall hold a hearing and notify the property of the date, time and place of the hearing so that the property owner may attend and present evidence of compliance with the Certificate of Appropriateness. The HLC shall make a finding, based upon the evidence presented by the Historic Preservation Officer and the property owner, whether or not the project is or is not in compliance with the original Certificate of Appropriateness. If the HLC finds that the project is not in compliance, the Historic Preservation Officer shall notify the taxing authority, and the tax abatement for the project shall cease immediately. The property owner may present an alternate plan in order to comply with the Certificate of Appropriateness, and the HLC may amend and approve the modifications. The property owner may appeal the HLC's decision to the City Council as provided for herein.
- D. Any application regarding a violation that was reviewed and/or approved by the HLC shall have a date of completion for the work to be completed. The HLC may decide on thirty (30) to ninety (90) days or more for a violation to be amended, corrected, cured, or repaired. If the violation is not amended, corrected, cured, or repaired within the timeframe decided on by the HLC, the matter shall be referred to the Office of Code Compliance.
- E. If a violation has not been corrected or been brought into compliance within the timeframe allotted by the HLC, the Historic Preservation Office shall not approve any permits for the property until such violation(s) is corrected or in compliance. Only applications to correct the violation(s) shall be approved.

(Ord. 16653 § 2 (part), 2007)

20.20.120 - Historic landmark demolition or removal.

- A. Application Requirements. A person may file an application for demolition or partial demolition of a designated historic or H-overlay property with the Historic Preservation Officer. The application for demolition or removal of any portion of a designated historic or "H" overlay property shall be in the form provided by the Historic Preservation Officer. The Historic Preservation Officer shall list in the application all required information and documentation that the Historic Preservation Officer deems necessary in order to allow the HLC to make a determination on the request. At a minimum, the Historic Preservation Officer shall include the following requirements in the application:
 - 1. Statement of the reasons for the demolition.
 - 2. A copy of the deed showing ownership of the property.
 - Signature of the property owner.

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Commented [VP44]: Added to reduce work for Code Compliance and to give owners incentive to correct
Commented [VP45]: This section has been expanded to
Commented IVD461. This section has been modified to

4. Detailed plans showing the current condition of the structure.

The Historic Preservation Office shall not process any applications that are incomplete or are missing any required documentation. The HLC shall delay the proposed demolition for a period of at least sixty (60) days from the date of submission of a completed application.

- B. Hearing Procedure. The HLC shall consider an application for demolition or partial demolition of a designated historic or "H" overlay property in accordance with the following procedures:
- 1. Upon receipt of a complete application, the Historic Preservation Office shall place the application in the next available HLC regular meeting for a first public hearing, provided that the Historic Preservation Office shall provide at least ten (10) days notice to the applicant of the public hearing. If the next available HLC regular meeting is within ten (10) days of the Historic Preservation Office receiving a completed application, then the Historic Preservation Office shall place the application for a public hearing on the following HLC regular meeting.
- At the first public hearing on an application for demolition or partial demolition of a designated historic or "H" overlay property, the HLC shall only hear the evidence presented by the applicant and other interested parties. The HLC may not make a decision on the application until a second public hearing. The Historic Preservation Officer shall set the second public hearing no later than sixty (60) days from the date of the first public hearing.
- 3. At the second public hearing, the HLC may consider additional evidence presented by the applicant of other interested parties. The HLC will render a decision on the application at the second public hearing. The HLC shall either approve the application, deny the application, require a third public hearing to take place no later than 180 days from the date of the second public hearing, or take no action on the application and send a recommendation to City Council that the property be acquired pursuant to Section 20.20.120(A).
- a. If the HLC fails to take action during the second public hearing, then the application will be deemed approved.
- b. If the HLC decides to send a recommendation to City Council that the property be acquired and if City Council declines the request or takes no action within sixty (60) days of the second public hearing, then the Historic Preservation Officer shall set the application for a third public hearing.
- c. If City Council decides to take action to acquire the property, then the application will be stayed until
 the acquisition of the property is complete. Once the acquisition of the property is complete then the
 Historic Preservation Office shall close the application and mark the process as complete. If the
 negotiations for the acquisition of the property fail, then the applicant may request the Historic
 Preservation Office to set a third public hearing on the application.
- 4. If the Historic Preservation Office sets the application for a third public hearing, then the HLC may consider additional evidence by the applicant or other interested parties, however, the HLC shall make a decision to either approve or deny the application. If the HLC fails to take action during the third public hearing, then the application will be deemed approved.
- C. _Considerations. The HLC may consider the following factors in deciding whether or not to approve an application for demolition or partial demolition of a property designated as historic or H-overlay:
 - 1. Historic value
 - 2. State of repair of the property

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Commented [VP48]: These requirements are part of an application going before the HLC.

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Commented [VP50]: Because the City is a CLG (Certified Local Government), it is required to wait sixty days to issue a demolition permit. During that time, a second hearing would be required to allow for public input.

Deleted: An application for demolition or removal of any portion of a designated historic landmark or Hoverlay property shall be filed with the historic preservation officer who shall forward it to the HLC within five days of receipt. The HLC shall then hold a public hearing on the application after at least ten days written notice to the applicant. The HLC shall consider the historic value, state of repair, reasonableness of the cost of restoration or repair, the existing and potential usefulness, including economic usefulness of the building, purposes behind preserving the structure as a historic landmark, neighborhood character, and all other factors it finds appropriate. The HLC shall delay the proposed demolition for a period of at least sixty days from the date of submission of a completed application. After such time period, the HLC may approve or deny the application in whole or in part, or suspend action on it for a period not to exceed six

Commented [VP51]: An application for demolition will be placed on the earliest HLC agenda.

Commented [VP52]: Because the City is a CLG (Certified Local Government), it is required to wait sixty days to issue a demolition permit. During that time, a second hearing would be required to allow for public input.

Commented [VP53]: Requests for demolition of buildings usually take two meetings so that the HLC can make a clear decision and so that public input is allowed. Require HLC super majority to overturn the first HLC recommendation at the second meeting.

Deleted: If the HLC determines, based on the evidence presented, that the cost of restoration or repair would render the property incapable of earning a reasonable return, the HLC may recommend to city council, within ten days of the hearing before the HLC, or at the council's next regular meeting, that the property be acquired pursuant to Section 20.20.120(A). Council will have thirty days to state an affirmative intent to negotiate with the property owner and to act on such a purchase within a reasonable time thereafter. If council does not act affirmatively, or the HLC determines that the interest of preserving historical values will not be adversely affected by such demolition or removal or that the interest of preserving historical values can best be served by the removal of the structure to another

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3. Reasonableness of the cost of the restoration or repair

4. The existing and potential usefulness, including economic usefulness of the

property

5. Purposes behind preserving the structure as a historic resource

6. Loss of historic significance

7. Proposed construction for the site

8. The HLC may require additional information as needed in order to make an informed decision.

D. Appeals. An applicant whose application has been denied may appeal the decision of the HLC to City Council in accordance with the following procedures.

1. Applicant shall file the appeal and pay the appeal fee with the City Clerk within fifteen (15) days of a decision by the HLC to deny an application. The appeal fee will be established annually in the annual budget resolution approved by City Council.

- E. Resubmittal of applications. After a decision is reached by the HLC denying an application for a Certificate of Demolition, a re-submittal of an application for such certificate will not be accepted for a twelve-month period from the date of final decision, except upon written request of the applicant indicating that there has been a change in conditions sufficient to warrant an earlier rehearing.
- F. Not applicable. Subsections A through E of this Section shall not apply whenever the Chief Building
 Official or the Fire Chief, or their designee, proceeds under Chapter 18.50. In such case, the Building
 and Standards Commission, after the appropriate notice and hearing, may order the building or
 structure, or part thereof, secured, repaired, removed, or demolished without regard to the "H"overlay designation; but in no event may the Building and Standards Commission take such action
 unless it determines that the building or structure or part thereof is unsafe and dangerous so as to
 endanger persons or property or is a fire hazard, and that such damage or hazard is so great and so
 immediate that subsections A through E of this section should be circumvented to prevent immediate
 and substantial harm to persons or property. Such a determination by the Building and Standards
 Commission shall be final except as provided for by state law.
- G. Prior to submitting an application for demolition or removal, the applicant shall send written notice of the proposed application via email or certified mail, facsimile transmission or personal delivery to the mayor and City Council, the County Historical Commission, and if the property is located within a Recognized Neighborhood Association ("RNA") boundary, the applicant shall provide written notice to any such RNA. Such notice shall contain the following information:
 - A detailed description of what is being applied for;
 - 2. A method by which the applicant can be contacted; and
 - 3. A statement as to the application's projected impact on the land comprising the geographic boundary of the RNA;
 - 4. A minimum of two cost estimates from licensed contractors, engineers or architects within

the state of Texas to preserve or demolish the structure.

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Deleted: If no action has been taken by the HLC within ninety days of original receipt by the HLC of the application, it shall be deemed approved as submitted and a certificate of demolition or a certificate of removal shall be issued by the HLC and the HPO shall so advise the applicant. ¶

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Deleted: After a decision is reached by the HLC denying an application for a certificate of demolition or a certificate of removal, a re-submittal of an application for such certificate will not be accepted for a twelvemonth period from the date of final decision, except upon written request of the applicant indicating that there has been a change in conditions sufficient to warrant an earlier rehearing.

Deleted: Subsections A through D of this section shall not apply whenever the building official or the fire chief or their designee proceeds under Chapter 18.50. In such case, the building and standards commission after the appropriate notice and hearing, may order the building or structure or part thereof secured, repaired removed or demolished without regard to the "H" designation on the building or structure or part thereof; but in no event may the building and standards commission take such action unless it determines that the building or structure or part thereof is unsafe and dangerous so as to endanger persons or property or is a fire hazard, and that such danger or hazard is so great and so immediate that subsections A through D of this section should be circumvented to prevent immediate and substantial harm to persons or property. Such a determination by the building and standards commission shall be final except as provided for by

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H. As part of the submitted application, the applicant shall provide a copy of the written notice sent to each individual or entity and proof of delivery to the Historic Preservation Office and the HLC. Failure to provide written notice or an affidavit attesting hand delivery shall result in the application not being accepted as complete.

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(Ord. 16830 §§ 1, 2, 2008; Ord. 16653 § 2 (part), 2007)

(Ord. No. 17442, § 51, 10-26-2010)

20.20.130 - Prevention of demolition by neglect.

- A. Applicability. All historic landmarks and properties with an "H" overlay shall be preserved against detrimental deterioration and kept free from certain structural defects by the owner or legal custodian who shall repair such building, object, site, or structure if it is found to have any of the following defects:
 - 1. Deterioration of roofs or other horizontal members;
 - 2. Deterioration of chimneys;
 - 3. Deterioration or crumbling of stucco or mortar;
 - Ineffective waterproofing of exterior walls, roof or foundations, including broken windows or doors: or
 - 5. Deterioration of any feature so as to create a hazardous condition which could lead to the claim that demolition is necessary for the public safety.
 - Deterioration of any feature so as to create a hazardous condition which will pose a threat to the public safety.
- B. Upon the HLC's receipt of a claim of detrimental deterioration of a landmark or property with an "H" overlay, it shall notify the owner in writing, informing the owner of the complaint and specifics of the alleged detrimental deterioration, requesting that the owner appear before the HLC for a fuller and more accurate determination of the existence of detrimental deterioration.
- C. If the HLC determines after public hearing that there is detrimental deterioration as described in subsection A, the owner or legal custodian shall be given a reasonable time and opportunity to cure. The owner or legal custodian shall comply with all requirements of requesting a certificate of appropriateness from the HLC.
- D. Recommendation of a building's safety shall be made by the Chief Building Official and an engineering consultant hired by the property owner with input from the Historic Preservation Office. The consultant shall submit a report to the city verifying the building's safety or lack thereof.
- E. If the owner ignores the notice from the HLC or fails to respond, the Building and Standards

 Commission shall be notified. The Historic Preservation Office and the Historic Landmark Commission
 are authorized to work with a property owner to encourage maintenance and stabilization of the
 structure and identify resources available before taking enforcement action under this section. If the
 owner of the property is not responsive and fails to appear before the HLC as requested, the HLC or the

Deleted: Prior to submitting an application for demolition or removal, the applicant shall send written notice of the proposed application via certified mail, facsimile transmission or personal delivery to the mayor and city council, the county historical commission, and if the property is located within a recognized neighborhood association ("RNA") boundary, the applicant shall provide written notice to any such RNA. Such notice shall contain the following information: ¶

- . A detailed description of what is being applied for; ¶
- 2. A method by which the applicant can be contacted; and \P
- 3. A statement as to the application's projected impact on the land comprising the geographic boundary of the RNA. ¶

As part of the submitted application, the applicant shall provide a copy of the written notice sent to each individual or entity and proof of delivery. Failure to provide written notice, or an affidavit attesting hand delivery shall result in the application not being accepted as complete.

Commented [VP54]: Section was modified so the city can take action when a property has been abandoned.

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Commented [VP55]: Added to address abandoned buildings that pose a danger to the public.

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Historic Preservation Office may file a petition with Code Compliance requesting that the city proceed under the city abatement ordinance to require correction of defects or repairs to any structure as stated above so that such structure shall be preserved and protected in accordance with the purposes of this article and the public safety and housing ordinance.

- F. The Historic Preservation Office is authorized to notify the owner about the condition of the property constituting a case of demolition by neglect in violation of this chapter. Any such unacceptable, dangerous, unsightly or unsanitary matter in violation of this chapter shall be removed within seven (7) calendar days after the receipt of such notice. Such notice will further state that if the current property condition is not corrected within the seven (7) calendar days from the service of such notice, the City will refer the matter to the Building and Standards Commission, which may, without further notice abate this demolition by neglect by boarding and securing the property, and charge the cost of expense incurred in doing such work to the owner of such property and fix a lien thereon as provided by this article.
- G. Such notice shall be in writing and delivered in person or sent by mail (or by any means authorized by state law) to the owner, or to any one or more of the owners if the property is owned jointly or in common at the owner's address as recorded in the Central Appraisal District records of the appraisal district in which the property is located, or to any agency having the authority to lease, rent, sell, manage or take care of the land. If the correction notice cannot be hand delivered at the time of the investigation, or the owner's address recorded in the Central Appraisal District is unknown, notice may be given by publication at least once in a newspaper of general circulation, by posting the notice on or near the front door of each building on the property to which the violation relates, or by posting the notice on a placard attached to a stake driven into the ground on the property which the violation relates, if the property contains no buildings.
- H. If the city mails a notice to a property owner in accordance with this section, and the United States Postal Service returns the notice as "refused" or "unclaimed," the validity of the notice is not affected and the notice is considered as delivered.
- I. The person given such a notice or his/her representative shall request a meeting with the Chief

 Building Official and the Historic Preservation Officer or designee within seven (7) calendar days after
 the receipt of the notice, to present their reasons for which this ordinance should not be enforced. The
 meeting shall be attended by the Historic Preservation Office to determine compliance with the
 guidelines and city codes
- J. If the property owner or his/her representative fails to remove or correct the conditions or any other unacceptable, unsightly or unsanitary matter in violation of this chapter within seven (7) calendar days after the receipt or posting of notice, the department shall ask the Building and Standards

 Commission to arrange to have the boarding, securing, or removal of any other unacceptable, unsightly

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or unsanitary matter in violation of this chapter done and assess the cost of such clean up, disposal or removal and all reasonable expenses at the owner's expense and to take any action as provided by this chapter. The notice shall state the cost to the City or other entity, to board and secure the property, including labor costs, administrative costs, transportation expenses, publication costs, expenses for use of equipment, and materials and other reasonable expenses. The notice shall be sent in writing by the Chief Building Official requesting payment to the city within thirty (30) calendar days of receipt by the property owner. Failure to pay the costs associated with the correction of demolition by neglect will result in a request to City Council to pass a resolution declaring the reasonable expenses which include the cost of clean-up, disposal or removal, labor costs, administrative costs, transportation expenses, publication costs, expenses for use of equipment, and materials and other reasonable expenses, as well as the established authorized fee relating to the preparation of the required legal documents necessary for the creation of and release of lien, plus the cost of recording the resolution, to be a lien on the property payable within ten (10) calendar days after adoption of the resolution, and thereafter bearing ten percent yearly interest until the debt is paid in full. If passed, a copy of the resolution, authenticated by the acknowledgement of the City Clerk, shall be filed for record in the office of the County Clerk. The City Tax Assessor and Collector shall send a bill for the amount with all tax bills on the property until the debt is paid in full.

K. The City may provide a notice to inform the owner at the owner's address as recorded in the appraisal district records of the appraisal district in which the property is located, by mail (or by any means authorized by state law) and a posting on the property, or by personal delivery of correction notice, that if the owner commits another violation of the same kind or nature that poses a condition of demolition by neglect within a twelve- (12) calendar month period from the date of the notice, the City, without further notice, may correct the violations at the owner's expense and assess the clean-up expense against the property. If a violation covered by a notice under this subsection occurs within the one- (1) year period and the city has not been informed in writing by the owner of an ownership change, then the City, without further notice, may take any action as provided by Chapter 342 of the Texas Health and Safety Code and assess its expenses as provided by Section 342.007.

(Ord. 16653 § 2 (part), 2007)

20.20.140 - Penalty for demolition or alteration without a permit.

- A. It is unlawful to construct, reconstruct, structurally alter, remodel, renovate, restore, demolish or raze any historic landmark, property, site, or resource or any resource labeled with an "H" overlay in violation of this chapter. The City Council, through the City Attorney, in addition to other remedies, may institute any appropriate action or proceedings to prevent such unlawful violation and to restrain, correct or abate such violation, to prevent any illegal act, business or maintenance in and about such premises.
- B. In addition to any remedies allowed pursuant to Chapter 20.24 or other law and exercised under subsection A, a person, corporation or entity is liable to the city if the person demolishes, or causes to be demolished, or otherwise adversely affects the structural, physical or visual integrity of a historic landmark without first obtaining a permit from the building services department and a

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certificate of demolition from the HLC as required by this chapter. The structure or property shall have a designated "H" overlay, individually or as part of a historic district.

- C. If the structural, physical or visual integrity of the historic landmark, property, site, or structure is adversely affected to the extent that it may not feasibly be substantially restored to its original level of historic significance, damages are equal to the cost of constructing, using as many of the original materials as possible, a new structure that is a reasonable facsimile of the historic landmark as well as the cost of the attorney's, architect's and appraiser's fees and other costs related to the enforcement of this section. If it is feasible to restore the structural, physical or visual integrity of the historic landmark, property, site, or structure substantially to its former level, the damages are equal to the cost of the restoration, using as many of the original materials as possible and the cost of the attorney's, architect's and appraiser's fees and other costs related to the enforcement of this section.
- D. Instead of accepting monetary damages, the <u>City Council</u> may permit the liable person to construct, within a reasonable time and using as many of the original materials as possible, a structure or property that is a reasonable facsimile of the demolished historic landmark, <u>property, site, or structure</u> or to restore, using as many of the original materials as possible, the historic landmark, <u>property, site, or structure</u> and to pay the cost of <u>the</u> attorney's, architect's and appraiser's fees and other costs related to the enforcement of this section.

E. If a property has any outstanding, active or open violation(s) of the City's Building and Zoning Codes, the Historic Preservation Office shall not approve any permits for the property until such violation(s) is corrected or in compliance. Only work to correct the violations will be approved.

(Ord. 16653 § 2 (part), 2007)

20.20.150 - Ad valorem tax incentives for historic properties.

- A. The city will provide applications for the ad valorem tax incentives program provided in Section 3.04.035 of this Code to promote preservation and restoration of historic properties.
- B. The city council may identify by resolution one or more areas of the city that abut historic landmarks and districts and include one or more historically significant sites in need of tax relief to encourage their historic preservation, and shall designate and declare those areas as areas of potential effect. Those sites meeting the criteria set forth in Section 3.04.035 of this Code and located in designated areas of potential effect shall be eligible to make application for and receive the tax incentives described in this section and as provided in Section 3.04.035 of this Code.

(Ord. 16879 (part), 2008)

20.20.160 - Notice.

Any notice required to be given under this chapter shall be by deposit in the U.S. Postal Service, postage prepaid, or by e-mail to the addressee at his last known mailing address.

(Ord. 16653 § 2 (part), 2007)

20.20.170 - Severability.

The terms and provisions of this chapter are severable and shall be governed by Section 1.04.060.

(Ord. 16653 § 2 (part), 2007)

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20.20.180 - Zoning Board of Adjustment.

This chapter is not to be construed as conferring any jurisdiction on the Zoning Board of Adjustment in matters pertaining to historic landmark preservation.

(Ord. 16653 § 2 (part), 2007)

20.20.190 - Appeal to the City Council.

Any applicant or the owner of any property located within three hundred (300) feet of any landmark property with an "H" overlay, or the owner of any property within the same historic district as the subject of the appeal, who is aggrieved by a ruling of the HLC concerning that landmark under the provisions of this section, may within fifteen (15) days after the ruling of the HLC, appeal to the City Council by filing written notice of such appeal with the city clerk. Following a public hearing to be held within sixty (60) days of the filing of such notice of appeal, the City Council may, by a super majority (three fourths vote of all members of the governing body) vote of all members of the City Council, uphold or overturn any ruling of the HLC made pursuant to this chapter. Appeals to the City Council may be made by filing written notice of such appeal with the City Clerk and shall be accompanied by the non-refundable fee paid in full. The appeal shall be accompanied by the fee listed in Schedule C as set by Council resolution. No appeal shall be heard until the fee is paid in full. Failure to pay the fee in full at the time of filing the appeal will render the application incomplete.

(Ord. 16653 § 2 (part), 2007)

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Commented [VP61]: Changed to clarify that a majority of City Council shall vote on an appeal. In keeping with appeals for other city departments.

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Commented [VP63]: A majority of City Council members is required for appeals of ZBA and CPC decisions.

Commented [VP64]: Appeals shall now be accompanied by a fee. In line with current city codes.

El Paso, TX

Legislation Text

File #: 24-1342, 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, Nicholas Ybarra, (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 River Elms, LLC 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: October 8, 2024
PUBLIC HEARING DATE: October 22, 2024

CONTACT PERSON NAME AND PHONE NUMBER: Nicholas Ybarra, Director 915-212-6000

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 3 – Promote the Visual Image of El Paso

SUBJECT:

APPROVE AN ORDINANCE GRANTING TO RIVER ELMS, LLC A NON-EXCLUSIVE FRANCHISE FOR WASTE CONTAINERS ON SIDEWALKS AND OTHER CITY PROPERTY

BACKGROUND / DISCUSSION:

This is a renewal of a currently existing franchise.

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:

The current Ordinance was approved by Council on October 18, 2019.

AMOUNT AND SOURCE OF FUNDING:

DEPARTMENT HEAD:

N/A

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

ORDINANCE NO.____

AN ORDINANCE GRANTING TO RIVER ELMS, LLC A NON-EXCLUSIVE FRANCHISE FOR WASTE CONTAINERS ON SIDEWALKS AND OTHER CITY

PROPERTY

WHEREAS, RIVER ELMS, LLC 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 RIVER ELMS, LLC 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 RIVER ELMS, LLC, 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 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 October 22, 2024, 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 (90) 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 Director or designee will provide the Grantee with written notice of illegally placed or unsafe waste containers in accordance with City Code 13.20.120. In the case of an imminent public health or safety hazard, after twenty-four hours have passed and the illegally placed or unsafe waste containers have not been removed by the Grantee, the Director or designee may require the repair, removal and/or replacement of the illegally placed or any unsafe waste containers or other waste containers found to be in violation of any applicable franchise. All expenses related to such removal, including, but not limited to, storage and disposal, shall be reimbursed by the Grantee.
 - 5.2 If there is a problem with the waste container(s) other than what is mentioned in section 5.1, the Director or designee will provide written notice to the Grantee of the problem with the waste container(s), and if the problem is not cured within seven days of that notice, the Director or designee can order the removal of said waste container(s). All expenses related to such removal, including, but not limited to, storage and disposal, shall be reimbursed by the Grantee.
- 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.

4

11. The City may terminate this franchise without cause, for any reason whatsoever, upon

thirty (30) 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 (30) 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 December 31, 2024 payment shall cover

the period from the date of execution to December 31, 2024, and the March 31, 2025 payment

shall cover the period from January 1, 2025 to March 31, 2025. 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:

City of El Paso

Attn: Accounts Receivable

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.

6

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. Ten percent of the Grantee's total waste

containers shall be offered or made available to the city.. 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 (30) 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 (30) 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

Grantee: RIVER ELMS, LLC

Attn: Howard Goldberg 717 River Elms Court

El Paso, Texas 79922

7

ADOPTED this day of _	, 2024.
	CITY OF EL PASO:
	Oscar Leeser Mayor
ATTEST:	
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Joyce Garcia Assistant City Attorney	Mulalas H. Ylanna Nicholas Ybarra, Director Environmental Services Department

(Acceptance and Acknowledgment follow on next page)

ACCEPTANCE AND ACKNOWLEDGMENT

ACCEPTANCE

The above instrument, with all conditions thereof, is hereby accepted this 23 day of september, 2024.

RIVER ELMS, LLC

By: Howard Goldberg

Its: Owner

ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 23 day of Diplembly, 2024, by Howard Goldberg, acting as the Owner of RIVER ELMS, LLC.

Notary Public, State of Texas

Notary's Printed or Typed Name:

Jessia Medrano Torres

Goldberg

My Commission Expires:

July 21 2025

ORDINANCE NO.

24 | 3595 | TRAN 590786

RIVER ELMS, LLC- Waste Container Franchise ORD

JG

JESSICA MEDRANO TORRES
My Notary ID # 125389128
Expires July 21, 2026

EXHIBIT "A"

Site locations for River Elms, LLC waste containers:

(See attachment)

EXHIBIT 'A'

Site locations for River Elms, LLC waste containers:

Main Street	Cross Street	No Authorized
MCRAE	ALBUM	3
MCRAE	SIMS	3
MEDICAL CENTER	MURCHISON	2
MESA	BRENTWOOD	3
MESA	CAMILLE	2
MESA	MESA HILLS	4
MESA	MONTECILLO	2
MESA HILLS	WALLENBERG	3
MISSOURI	DALLAS	2
MONTANA	AIRPORT	1
MONTANA	BROWN	1
MONTANA	DALLAS	1
MONTANA	GEORGE DIETER	4
MONTANA	KANSAS	1
MONTANA	LEE TREVINO	4
MONTANA	PIEDRAS	3
MONTANA	RICH BEEM	4
MONTANA	RUTHERGLEN	2
MONTANA	SAUL KLEINFELD	4
MONTANA	TIERRA ESTE	4
MONTWOOD	BRIAN MOONEY	3
MONTWOOD	BOB MITCHELL	4
MONTWOOD	FIREHOUSE	4
MONTWOOD	LAKE OMEGA	3
MONTWOOD	LOMALAND	2
MONTWOOD	MCRAE	3
MONTWOOD	ROBERT WYNN	2
MONTWOOD	VISCOUNT	2
MONTWOOD	WEDGEWOOD	3
NORTH DESERT	PASEO DEL NORTE	1
NORTH LOOP	CAROLINA	1
NORTH LOOP	GILMORE	2
NORTH LOOP	HAWKINS	4
NORTH LOOP	LEE TREVINO	1
NORTH LOOP	LOMALAND	1
NORTH LOOP	PENDALE	1
NORTH LOOP	YARBROUGH	2
NORTHWESTERN	HELEN OF TROY	4

NORTHWESTERN	PASEO DEL NORTE	4
OREGON	ARIZONA	1
OREGON	RIM	2
OREGON	SCHUSTER	3
PEBBLE HILLS	ARRAMBIDE	1
PEBBLE HILLS	LEE	3
PEBBLE HILLS	NOLAN RICHARDSON	2
PEBBLE HILLS	RICH BEEM	4
PELLICANO	ВОВ НОРЕ	2
PELLICANO	CEDAR OAK	1
PELLICANO	GENE TORRES	3
PELLICANO	LOMALAND	2
PELLICANO	PULLMAN	2
PELLICANO	TED HOUGHTON	1
PERSHING	RAYNOR	1
PERSHING	TROWBRIDGE	1
PIEDRAS	ALTURA	1
PIEDRAS	FORT BLVD.	1
PIEDRAS	MISSOURI	3
PIEDRAS	PERSHING	2
PIEDRAS	TULAROSA	2
PIEDRAS	WYOMING	2
PIEDRAS	YANDELL	1

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. Contributions and Donations do NOT disqualify an applicant from doing business with the City.

Definitions:

"Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer.

The term includes a loan or extension of credit, other than those expressly excluded by the Texas

Election Code, and a guarantee of a loan or extension of credit.

"Contributor" A person making a contribution, including the contributor's spouse.

"Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in

their district.

"Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in

part, or is operated by the individual, that is the subject of a council agenda item.

"Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and

other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name Howard Goldberg

Business Name River Elms, LLC

Agenda Item Type Ordinance

Relevant Department Environmental Services

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

| have NOT made campaign contributions as facetive and to the contributions are facetive.



I have NOT made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
listrict 7		
istrict 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.

Signature:	Howard	Loldberg	9	-9-24	
		//	Date		-



El Paso, TX

300 N. Campbell El Paso, TX

Legislation Text

File #: 24-1423, 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

Airport, Tony Nevarez, (915) 212-7301

AGENDA LANGUAGE:

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

Discussion and action on a Resolution authorizing the submission of an application to the Federal Aviation Administration (FAA) Airport Zero Emissions Vehicle and Infrastructure Pilot (ZEV) grant program requesting an estimated amount of one million five hundred thousand dollars (\$1,500,000.00) with an estimated match of one hundred fifty thousand dollars (\$150,000.00) from Airport enterprise funds, and that the City Manager, or designee, be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this grant agreement. Funding source: FAA Grant and Airport Enterprise funds for the FY 2025 Electric Fleet and Charging Infrastructure Project.

CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: October 22, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Tony Nevarez, (915) 212-7301

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: No. 1 - Create an Environment Conducive to Strong sustainable Economic

Development

SUBGOAL: 1.4 Grow the core business of air transportation

SUBJECT:

Discussion and action on a Resolution authorizing the submission of an application to the Federal Aviation Administration (FAA) Airport Zero Emissions Vehicle and Infrastructure Pilot (ZEV) grant program requesting an estimated amount of one million five hundred thousand dollars (\$1,500,000.00) with an estimated match of one hundred fifty thousand dollars (\$150,000.00) from Airport enterprise funds, and that the City Manager, or designee, be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this grant agreement. Funding source: FAA Grant and Airport Enterprise funds for the FY 2025 Electric Fleet and Charging Infrastructure Project.

BACKGROUND / DISCUSSION:

The El Paso International Airport (EPIA) is initiating the transition of its fleet vehicles and passenger shuttles to electric vehicles (EVs). In its grant application, EPIA will request funding for two new electric shuttles, three electric vehicles, and the purchase and installation of three charging stations. The proposed EVs will either replace or augment the aging fleet used in the Airport's Field Maintenance, Operations, and Warehouse sections, as well as shuttle services. The vehicles selected for replacement perform essential routine tasks, yet they are between 9 and 29 years old, leading to decreased reliability.

This project builds on EPIA's success transitioning to more sustainable operations as demonstrated by prior grant awards. Projects include the installation of LED lights in the terminal (\$5M FAA ATP grant), solar panels on the ConRAC (\$3M FAA AIP grant) and short-term parking (\$1.75M Dept. of Energy appropriations), and public EV chargers (\$15M FHWA Charging and Fueling infrastructure Grant).

SELECTION SUMMARY:

N/A

CONTRACT VARIANCE:

Ν/Δ

PROTEST

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$1,650,000.00

Funding Source: FAA Grant and Airport Enterprise

Account: 562-62330-580260-3080/3010

Revised 04/09/2021

DEPARTMENT HEAD:

Tony Nevarez, CM, ACE, IACE Interim Director of Aviation El Paso International Airport

RESOLUTION

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

That the Director of Aviation be authorized to sign and submit a grant application and related documentation to the Federal Aviation Administration (FAA) and be designated the official representative of the City of El Paso to act in connection with the application process for the Airport Zero Emissions Vehicle and Infrastructure Pilot (ZEV) grant program.

That upon approval and issuance of such grant by the FAA, the City Manager, or designee, be authorized to accept and sign the grant agreement, any related grant modifications, and other necessary documents when the form and substance of those documents have been reviewed and approved by the City Attorney's Office, and that such authorization will include the ability to accept and sign multiple agreements and documents, as the FAA grant may be issued in various disbursements;

That the City Manager, or designee, be authorized to approve and sign any budget transfers needed to establish appropriations in connection with this grant.

The total grant amount shall include a federal estimated share of \$1,500,000.00 and an estimated match of \$150,000.00 to be paid for with Airport Enterprise Funds, totaling \$1,650,000.00 for the FY 2025 Electric Fleet and Charging Infrastructure Project.

day of October, 2024.

	 ,
	CITY OF EL PASO
ATTEST:	Oscar Leeser, Mayor
Laura D. Prine, City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Ignacio Troncoso Assistant City Attorney	Tony Nevarez, CM, ACE, IACE Interim Director of Aviation

PASSED AND APPROVED this



El Paso International Airport

Electric Fleet & Charging Infrastructure Project

Authorizing the Submission of FY25 Application to the Airport Zero Emissions Vehicle (ZEV) and Infrastructure Pilot Program





Agenda

- Background
- ZEV Grant Description
- Project History
- Project Request
 - 2 electric passenger shuttles
 - 3 electric Airport fleet vehicles
- Project Benefits





Background

Build on our success transitioning to cleaner, more sustainable operations

\$14,000k+ | Cargo 4, NASA Hangars, HVAC, ConRac Improvements (EPE SCORE incentive program)

\$5M | Terminal Ceiling & Lighting (FAA Airport Terminal Program)

\$3M | ConRAC Solar (FAA Airport Improvement Program)

\$1.75 M | Solar Covered Parking (DOE Appropriations)

\$360K | Sustainability Master Plan (DOE Appropriations)





Airport Zero Emissions Vehicle (ZEV) and Infrastructure Pilot Program

Grant Program Description

- Environmental Set-Aside from FAA's Airport Improvement Program (Competitive discretionary)
- Grant funding for Airports to acquire zero emissions vehicles and associated infrastructure
- \$25 million+ available for FY 23-25 cycle, awarded on a yearly basis

Emissions reduction via EV is an FAA Priority

 FAA's Airport Climate Challenge: Achieve Biden-Harris Administration goal of net-zero emissions by 2050





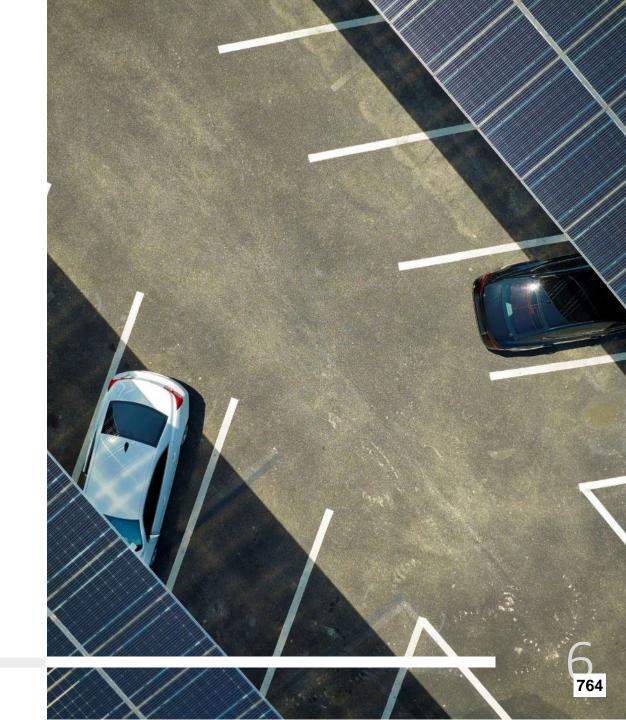
Project History

FAA Coordination

- Confirmed eligibility: Airport in non-attainment area for EPA national ambient air quality standards (NAAQS)
- Met with FAA partners to discuss two proposals under ZEV and VALE grants; FAA recommended moving forward with ZEV

Vehicle Selection

- Passenger Shuttles: Passenger shuttles have high idling time, high mileage. Current EPIA shuttle rotation overburdened, repair disrupts operations
- Fleet Vehicles: Aged vehicles (9-29 years old) conduct critical daily tasks at EPIA



Proposed Charging Station LocationsOffer Flexibility as we transition our fleet to EV



Blast WallMaintenance and
Operations
Vehicle



Warehouse IIRunner Vehicle





Proposed Charging Station LocationsOptimize current shuttle parking for transition to

additional EV shuttles

Airport-owned remote lot Current Shuttle Parking







Project request

Three vehicles, Two Shuttles, Three Charging Stations

 Augment shuttle fleet by two electric shuttles; one dual-port Level 3 DC Fast Charging station

 Replace aged Maintenance Truck, Operations truck, and Runner vehicle with EVs; two dual port level-2 AC charging stations

Estimated Project Cost \$1,650,000

90% FAA Match \$1,500,000

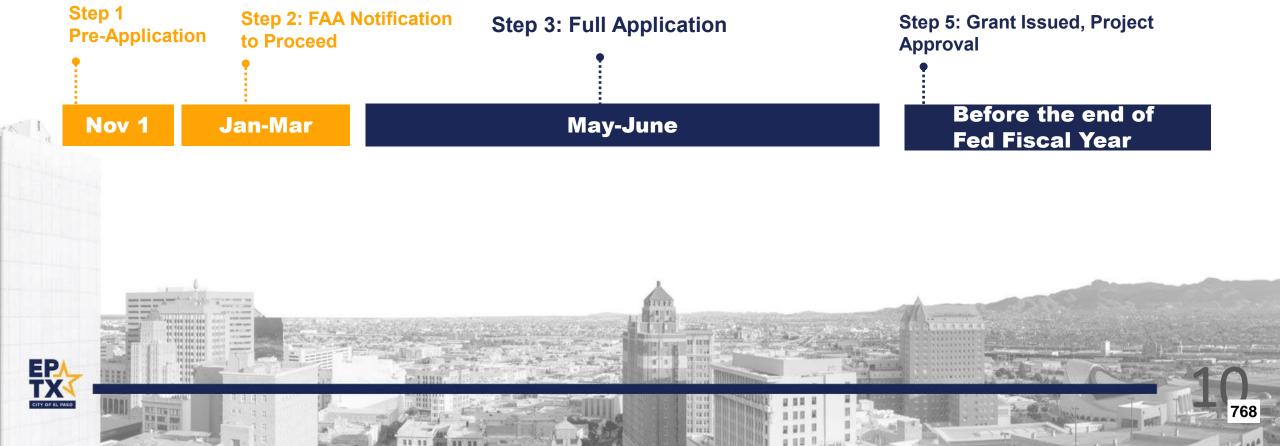
10% Airport Match \$150,000

*Match source: Airport Enterprise Fund





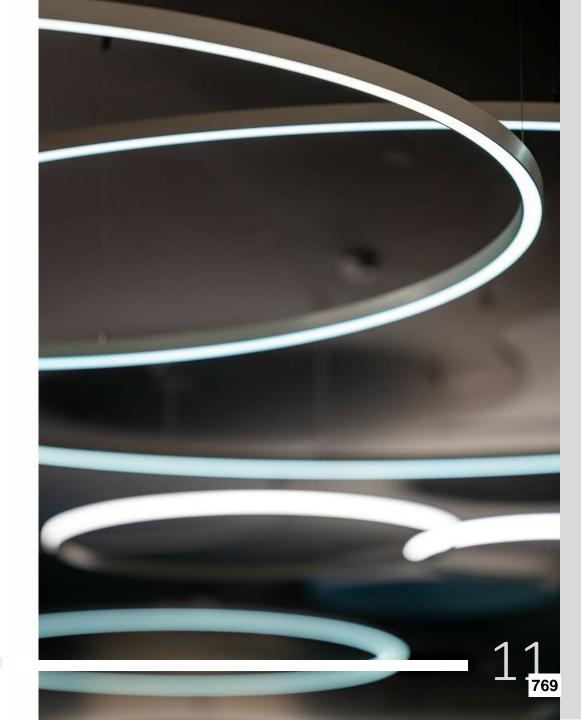
FY 25 ZEV Grant Application Timeline



Project Benefits

- Reduce Emissions: lower harmful pollutants, contribute to improved air quality
- Enhance Operational Efficiency: Replace outdated vehicles; increase reliability, reduce maintenance costs, improve airport operations
- Future-Proof Infrastructure: accommodate industry adaptation, ensure long-term viability of EPIA's transportation network
- Promote Sustainability: Establish ELP as a leader in sustainable airport operations; pave the way for future EV adoption





Council Requested Action

Authorize the submission of an application to the FAA ZEV grant program requesting an estimated amount of one million five hundred thousand dollars (\$1,500,000.00) with an estimated match of one hundred fifty thousand dollars (\$150,000.00) from Airport enterprise funds, and that the City Manager, or designee, be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this grant agreement.



Mission

Deliver exceptional services to support a high quality of life and place for our community



Integrity, Respect, Excellence, Accountability, People



Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government



El Paso, TX

Legislation Text

File #: 24-1421, 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, Mirella Tamayo, (915) 212-1617 Economic and International Development, Karina Brasgalla, (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 a Resolution authorizing the City Manager to execute a Subrecipient Agreement by and between the City of El Paso and Borderplex Community Capital, Inc. ("BCC"), providing \$200,000 to BCC to administer ARPA Act funds to establish the BCC Interest Buy Down Program which is designed to provide small businesses affected by the COVID-19 pandemic with comprehensive support and access to affordable capital at a reduced interest rate to 2%.

CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: October 22, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Mirella Tamayo, 915-212-1617

Karina Brasgalla, 915-212-0094

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: 1. Cultivate an Environment Conducive to Strong, Economic Development

SUBGOAL: 1.1 Stabilize and expand El Paso's tax base

SUBJECT:

Discussion and action on a Resolution authorizing the City Manager to execute a Subrecipient Agreement by and between the City of El Paso and Borderplex Community Capital, Inc. ("BCC"), providing \$200,000 to BCC to administer ARPA Act funds to establish the BCC Interest Buy Down Program which is designed to provide small businesses affected by the COVID-19 pandemic with comprehensive support and access to affordable capital at a reduced interest rate to 2%.

BACKGROUND / DISCUSSION:

The American Rescue Plan Act of 2021 (ARPA) is a \$1.9 trillion stimulus bill passed by the US Congress and signed by President Joe Biden in March of 2021. The bill was a response to the COVID-19 Pandemic and sought to speed the United States' recovery by addressing both the health and economic impacts of the pandemic. The City of El Paso received \$154,365,135 from the ARPA bill and on May 14, 2022, City Council approved the allocation of \$14M to small business recovery and relief.

Borderplex Community Capital (BCC) is a mission-driven nonprofit Community Development Financial Institution (CDFI) established in 2020 to address disparities in access to capital for underserved entrepreneurs in EI Paso County and Far West Texas. BCC provides low-interest loans and critical financial support to nonprofits and small businesses, particularly those owned by women, veterans, and minorities. By working closely with community leaders, lending institutions, and local governments, BCC fosters a network of support that helps businesses grow and thrive. Operating as a Community Development Loan Fund, BCC strengthens the social and economic fabric of the region by empowering diverse entrepreneurs and ensuring they have the financial resources needed to succeed.

BCC will implement the El Paso Small Business Interest Buy Down Program, designed to offer small businesses within El Paso city limits access to affordable capital at a 2% interest rate. This initiative subsidizes a portion of the interest payments on qualifying loans up to \$100,000, effectively lowering overall interest rates and monthly payments for eligible businesses. By providing this financial relief, the program aims to alleviate strain, stimulate economic growth, enable reinvestment, increase hiring, and bolster the local economy, ensuring small businesses have the necessary support for long-term success.

Partner organizations were provided Contribution and Disclosure Forms in accordance with Ordinance No. 019581.

PRIOR COUNCIL ACTION:

On May 14, 2022, City Council approved the allocation of \$14M to Small Business Recovery and Relief.

AMOUNT AND SOURCE OF FUNDING:

American Rescue Plan Act (ARPA) Funding Revised 04/09/2021

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___NO PRIMARY DEPARTMENT: Economic and International Development

SECONDARY DEPARTMENT: N/A

DEPARTMENT HEAD:

(If Department Head Summary Form is initiated by Purchasing, client

department should sign also)

RESOLUTION

WHEREAS, on March 11, 2021, the federal government enacted the American Rescue Plan Act ("ARPA"), which established the Coronavirus State Fiscal Relief Fund & Coronavirus Local Fiscal Relief Fund ("CSLFRF") and appropriated \$150 billion to the Fund to be used to address the economic fallout caused by the COVID-19 pandemic; and

WHEREAS, the City is a recipient of \$154,365,135 under the ARPA funding grant; and

WHEREAS on May 9th, 2022 the City Council appropriated ARPA funds to be used by the City in accordance with the requirements stipulated by the CSLFRF, ARPA and federal guidelines; and

WHEREAS, the City desires to enter into a Subrecipient Agreement with Borderplex Community Capital, Inc. ("BCC"), a 501(c)(3) non-profit organization, whereby BCC will administer ARPA Act funds to establish the *BCC Interest Buy Down Program* which is designed to provide small businesses affected by the COVID-19 pandemic with comprehensive support and access to affordable capital at a reduced interest rate to 2%; and

WHEREAS, the City's expenditure under this Agreement is, in the reasonable judgement of the City Council, a necessary expenditure incurred due to the public health emergency with respect to COVID-19, and which was not accounted for in the budget most recently approved as of the date of enactment of this section for the City; and

WHEREAS, the City's expenditure under this Subrecipient Agreement is related to the provision of grants to reimburse small businesses for the costs of business interruptions caused by required COVID-19 closures.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

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

That the City Manager be authorized to execute a Subrecipient Agreement by and between the City of El Paso and Borderplex Community Capital, Inc. ("BCC"), providing \$200,000 to BCC to administer ARPA Act funds to establish the *BCC Interest Buy Down Program* which is designed to provide small businesses affected by the COVID-19 pandemic with comprehensive support and access to affordable capital at a reduced interest rate to 2%.

APPROVED this	day of	2024.
		CITY OF EL PASO:
		Oscar Leeser Mayor
ATTEST:		
Laura D. Prine City Clerk		
APPROVED AS TO FORM:	APPRO	VED AS TO CONTENT:
		2/1/4/
Oscar GoMez		rasgalla, Interim Director
Assistant City Attorney	Economi	c & International Development

THE STATE OF TEXAS)	
COUNTY OF EL PASO) SUB-RECIPIENT AGE (ARPA – Economic	
This Sub-Recipient A	Agreement ("Agreement") is made this _	day of, 20
by and between the CITY O	F EL PASO, a municipal corporation or	ganized and existing under the laws
of the State of Texas, (herein	nafter referred to as the "City"), and the	Borderplex Community Capital,
Inc. , a 501(c)(3) non-profit of	organization ("BCC," "Sub-Recipient,"	or "Contractor").

RECITALS

WHEREAS, on May 9th, 2022, the City Council appropriated American Rescue Plan Act ("ARPA") funds to be used by the City in accordance with the requirements stipulated by the Coronavirus State Fiscal Relief Fund & Coronavirus Local Fiscal Relief Fund ("CSLFRF"), ARPA, and federal guidelines; and

WHEREAS, such funding may be used to provide loans or grants to mitigate financial hardship, such as by supporting payroll and benefits, costs to retain employees and mortgage, rent, utility, and other operating costs; and technical assistance, counseling or other services to support business planning; or other assistance as identified in the Final Rule to support impacted and disproportionately impacted small businesses; and

WHEREAS, the City intends to engage the Sub-Recipient to establish the *BCC Interest Buy Down Program* which is designed to provide small businesses affected by the COVID-19 pandemic with comprehensive support and access to affordable capital at a reduced interest rate to 2%; and hereinafter referred to as the *Scope of Work* or *Project*, as further described in *Attachment A*; and

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the CITY and Sub-Recipient 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 Work (Project)
Attachment "B"	Budget
Attachment "C"	Insurance Certificates / Certifications
Attachment "D"	Additional Terms & Conditions (ARPA)

ARTICLE II. PROJECT

2.1 The City hereby agrees to retain the Sub-Recipient and the Sub-Recipient agrees to perform the services contemplated in the for the Project. The Project shall consist of the Sub-Recipient's completion of the Scope of Services as further described in *Attachment A*.

2.2 During the term of this Agreement, Sub-Recipient will establish a contractual obligation to provide support services, as reasonably needed, at a business support center to be identified by the City and will be located within the geographic boundaries of the City of El Paso.

Sub-Recipient acknowledges that they will not be the exclusive support services provider; but will cooperate and support the City's efforts at the business support center through the Sub-Recipient's participation and by providing various metrics as may be requested by the City.

ARTICLE III. SUB-RECIPIENT FEES AND PROJECT BUDGET

3.1 PAYMENT TO SUB-RECIPIENT. The City shall pay to the Sub-Recipient an amount not to exceed \$200,000 for all services and reimbursables performed pursuant to this Agreement.

The parties agree and understand that all fees and compensation to the Sub-Recipient shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for the Project shall be pursuant to the Budget attached to this Agreement as *Attachment B*.

- **3.2 SUB-RECIPIENT'S SERVICES.** The Services to be provided by the Sub-Recipient for this Agreement are attached hereto as *Attachment A*.
- **3.3 SUB-RECIPIENT'S INVOICES.** The Sub-Recipient will not bill the City more often than monthly, through written 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.
- **3.3.1** Each invoice shall contain a brief summary indicating, at a minimum, the total amount authorized for the Sub-Recipient, the current invoiced amount, and the amount billed to date.
- **3.3.2** The City agrees to pay invoices for all services performed as soon as reasonably possible but not later than 30 days from receipt. Upon dispute, however, the City may, upon notice to the Sub-Recipient, withhold payment to the Sub-Recipient for the amount in dispute only, until such time as the exact amount of the disputed amount due the Sub-Recipient is determined. The total amount paid to Sub-Recipient shall not exceed Sub-Recipient's fee proposal, except by written amendment to this Agreement, executed by both parties.

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

- **4.1 PERIOD OF SERVICE.** The services called for by each phase shall begin upon the execution by all parties to this Agreement. The Sub-Recipient shall complete the requested services in accordance with the timeline(s) and schedule(s) outlined in *Attachment A*.
- **4.2 TERMINATION.** This Agreement may be terminated as provided herein.

- 4.2.1 TERMINATION BY CITY. It is mutually understood and agreed by the Sub-Recipient and the City that the City may terminate this Agreement, in whole or in part for the convenience of the City, upon 14 consecutive calendar days' written notice ("Notice of Termination"). It is also understood and agreed that upon such Notice of Termination, the Sub-Recipient shall cease the performance of services under this Agreement. Upon such termination, the Sub-Recipient shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the City's Notice of Termination. The City shall compensate Sub-Recipient in accordance with this Agreement; however, the City may withhold any payment to the Sub-Recipient that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Sub-Recipient from the City is determined. Nothing contained herein, or elsewhere in this Agreement shall require the City to pay for any services that are not in compliance with the terms of this Agreement and its attachments.
- **4.2.2 TERMINATION BY EITHER PARTY.** It is further understood and agreed by the Sub-Recipient and the City 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 consecutive calendar days to cure such failures ("Cure Period"); and c) an opportunity for consultation with the terminating party prior to such termination. However, the City retains the right to immediately terminate this Agreement for default if the Sub-Recipient 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 City pursuant to this subsection, the City may withhold payments to the Sub-Recipient for the purpose of setoff until such time as the exact amount due the Sub-Recipient from the City is determined.
- **4.2.3 TERMINATION FOR FAILURE TO COMPLY WITH SUBCHAPTER J, CHAPTER 552, GOVERNMENT CODE.** The requirements of subchapter J, Chapter 552, Government Code, may apply to this Contract. Sub-Recipient agrees that the Contract can be terminated if the Sub-Recipient or any of its vendor(s) knowingly or intentionally fails to comply with a requirement of that subchapter.
- **4.2.4 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.** The Sub-Recipient shall procure and maintain insurance coverage as required herein and attached in *Attachment C*. Sub-Recipient shall not commence work under this Agreement until the Sub-Recipient has obtained the required insurance and such insurance has been approved by the City. The Sub-Recipient 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 Sub-Recipient shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable

Texas law for all of the Sub-Recipient's employees to be engaged in work under this Agreement. The Sub-Recipient shall provide the following endorsement:

"The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the City, 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 Sub-Recipient 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 Sub-Recipient and the Sub-Recipient'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 Sub-Recipient or by anyone directly or indirectly employed by the Sub-Recipient. The minimum limits of liability and coverages shall be as follows:

a) Commercial General Liability

\$1,000,000 Per Occurrence \$1,000,000 Products/Completed Operations \$1,000,000 Personal and Advertising Injury

b) <u>Automobile Liability Combined Single Limit</u>

\$1,000,000 per accident

- **5.1.3 OWNER AS ADDITIONAL INSURED.** The City shall be named as an Additional Insured on all of the Sub-Recipient's Insurance Policies, with the exception of Workers' Compensation required by this Agreement.
- **5.1.4 PROOF OF INSURANCE.** The Sub-Recipient shall furnish 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.
- **5.1.5 GENERAL INSURANCE PROVISIONS.** All certificates required herein shall be attached hereto and incorporated for all purposes as *Attachment C*. All certificates shall also include the name of the project on the corresponding insurance certificate.
- 5.2 INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, SUB-RECIPIENT SHALL INDEMNIFY HOLD HARMLESS, AND DEFEND THE CITY, AND CITY'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 CONSULTANTS, SUBCONSULTANTS, VENDORS, 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 ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR, VENDOR, OR SUPPLIER COMMITTED BY SUB-RECIPIENT OR SUB-RECIPIENT'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, CONSULTANTS, OR EMPLOYEES. THE SUB-RECIPIENT SHALL NOT BE RESPONSIBLE FOR ANY ACTS OF ANY OF THE CITY'S INDEPENDENT PROJECT MANAGERS.

TO THE EXTENT ALLOWED BY STATE LAW, THE CITY WILL BE RESPONSIBLE FOR ITS OWN ACTIONS.

ARTICLE VII. GENERAL PROVISIONS

- 7.1 **CONTRACT TIME.** Sub-Recipient understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is prudent and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within *Attachment A*.
- **7.2 ADDITIONAL TERMS AND CONDITIONS (ARPA).** Sub-recipient agrees to comply and adhere to all terms and conditions associated with the City's receipt of ARPA funds. For Sub-recipient's ease of reference links and references to the additional Terms and Conditions are attached to this Agreement as *Attachment D*.
- 7.3 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the concepts, design, and other documents prepared by the Sub-Recipient for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the City, who shall be vested with all common law and statutory rights. The City shall have the right to the use of the documents; provided however the Sub-Recipient shall have no liability for any use of one or more of the Instruments of Service by the City. The City shall have the consent of the Sub-Recipient, provided, however, the Sub-Recipient shall have no liability or responsibility for such use of the concepts, design, and other documents. The rights granted to the City herein for the use of the documents for additional projects shall not grant the City any right to hold the Sub-Recipient responsible for any subsequent use of the documents. The Sub-Recipient shall provide the City with copies of the Instruments of Service in both electronic form and, if applicable, in hard copy.
- 7.4 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Sub-Recipient's records subject to audit shall include but not be limited to records which, have a bearing on matters of interest to the City in connection with the Sub-Recipient's work on this Project for the City and shall be open to inspection and subject to audit and/or reproduction by City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Sub-Recipient'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, Sub-Recipient's records have been generated from computerized data, Sub-Recipient agrees to provide the City's representatives with extracts of data files in computer readable

format on data disks or suitable alternative computer data exchange format.

The City or its designee shall be entitled, at its expense, to audit all of the Sub-Recipient's records related to this Project, and shall be allowed to interview any of the Sub-Recipient's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of three years after final payment or longer if required by law or the additional Terms and Conditions referred to in Section 7.2 above. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times (limited to Sub-Recipient's office hours) and places upon reasonable notice.

7.5 CONTRACTING INFORMATION

The Sub-Recipient must preserve all contracting information related to this Agreement as provided by the records retention schedule requirements applicable to the City for the duration of this Agreement. Sub-Recipient will promptly provide the City any contracting information related to this Agreement that is in the custody or possession of the Sub-Recipient on request of the City. On completion of this Agreement, Sub-Recipient will either provide at no cost to the City all contracting information related to this Agreement that is in the custody or possession of the Sub-Recipient or preserve the contracting information related to this Agreement as provided by the records retention requirements applicable to the City.

- 7.6 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the City and the Sub-Recipient, 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 Sub-Recipient 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 City: 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: Economic and International Development

P. O. Box 1890

El Paso, Texas 79950-1890

To the Sub-

Recipient: Borderplex Community Capital, Inc.

Hector Villegas, President & CEO 333 North Oregon-2nd Floor

El Paso, Texas 79901

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

Sub-Recipient shall provide all required invoices and other required documentation to City electronically at the following address: **EDcompliance@elpasotexas.gov**

- **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.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

	<u>CITY:</u> CITY OF EL PASO:
	Dionne Mack City Manager
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
ATTROVED AS TO FORM.	ATTROVED AS TO CONTENT.
Oscar Comez Assistant City Attorney	Karina Brasgalla, Interim Director Economic and International Development
ACKNO THE STATE OF TEXAS \$ \$ COUNTY OF EL PASO \$	WLEDGMENT
This instrument was acknowledged befor Dionne Mack, as City Manager of the City of E	re me on thisday of, 20, by Cl Paso, Texas.
	Notary Public, State of Texas
My commission expires:/	
(Signatures contin	ue on the following page)

SUB-RECIPIENT:

Borderplex Community Capital, Inc.

By:

Name: 1420

Title: Precident/CEC

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF EL PASO

This instrument was acknowledged before me on this 4th day of October, 2024, by

lent/C50 of Borderplex Community Capital, Inc.



otary Public, State of Texas

My commission expires:

128

ATTACHMENT "A" <u>SCOPE OF WORK</u>

PROGRAM NAME: BCC INTEREST BUY DOWN PROGRAM

SUBRECIPIENT:

Borderplex Community Capital, Inc. (BCC)

Hector Villegas, President & CEO, 333 North Oregon – 2nd floor, El Paso, TX 79901

Services listed in this SOW will be provided for the following period:

Service Period Start: November 1, 2024Service Period End: November 31, 2026

PROGRAM DESCRIPTION

The BCC Interest Buy Down Program will provide access to capital to help small businesses in the city of El Paso, Texas. The program will provide accessible financing and comprehensive support to small businesses. Loans under this program can be up to \$100,000, with the interest rate reduced to 2% for borrowers until the available program funds are exhausted or the service period ends.

This initiative is designed to stimulate continued economic growth, create jobs, and foster entrepreneurial success in the city. For qualified small businesses, the program lowers the monthly loan payments and total interest rate by partially subsidizing the interest payment on qualifying business loans.

The City of El Paso will provide the program payment upfront, provided that BCC produces the deliverables listed hereunder. Any unused funds must be returned to the City of El Paso by the end of the program year or no later than November 31, 2026.

PROBLEM STATEMENT

El Paso, Texas, a vibrant border city, faces unique economic challenges that have been exacerbated by the past COVID-19 pandemic and recent global economic uncertainties. The city's small businesses, particularly those owned by minorities, women, and low-to-moderate income individuals, are struggling to access affordable capital necessary for growth, expansion, and recovery.

El Paso's economy, heavily reliant on cross-border trade, tourism, and small businesses, has been disproportionately impacted by the effect of the past pandemic-related border restrictions and economic slowdowns. According to the El Paso Chamber of Commerce, over 70% of businesses in the city are classified as small businesses, many of which operate in sectors hardest hit by the past pandemic, such as retail, food service, and personal services.

Furthermore, El Paso's demographic makeup presents additional challenges. With a population that is 82.9% Hispanic or Latino (U.S. Census Bureau, 2021), many business owners face language barriers and limited financial literacy, which can impede their ability to navigate complex lending processes.

Traditional financial institutions often view these small businesses as high-risk borrowers due to factors such as:

- 1. Limited credit histories or poor credit scores
- 2. Lack of substantial collateral
- 3. Inconsistent cash flow
- 4. Insufficient or not well-prepared business documentation

As a result, many El Paso small businesses are either denied loans or offered financing at prohibitively high interest rates, stifling their potential for growth and economic contribution to the community. The situation is particularly dire for minority-owned businesses, which make up a significant portion of El Paso's business landscape.

According to a 2021 report by the Federal Reserve Bank of Dallas, minority-owned firms are more likely to be denied credit and less likely to receive the full amount requested compared to white-owned firms. This disparity in access to capital perpetuates cycles of economic inequality and hinders the overall economic development of the city. Moreover, El Paso's unique position as a border city presents additional complexities. Many businesses operate in a binational context, serving customers and sourcing supplies from both the United States and Mexico. This international dynamic, while offering opportunities, also introduces challenges in terms of currency fluctuations, cross-border regulations, and supply chain vulnerabilities that require specialized financial products and support.

The lack of accessible, affordable capital for El Paso's small businesses threatens not only individual livelihoods but also the city's overall economic resilience and growth potential. Without intervention, this problem could lead to:

- 1. Increased business closures and job losses
- 2. Widening wealth gaps, particularly along racial and ethnic lines
- 3. Decreased economic diversity and innovation
- 4. Reduced tax revenue for essential city services
- 5. Diminished community vitality and social cohesion

To address these challenges, there is a critical need for local organizations like BCC that understands the unique context of El Paso's small business ecosystem. Such organizations must offer not only affordable capital but also culturally competent, bilingual support services to help business owners navigate the complexities of financing, business planning, and growth strategies in a border economy.

By providing accessible financing options and comprehensive support, BCC can empower El Paso's small businesses to recover, grow, and contribute to a more resilient and inclusive local economy.

This approach aligns with the goals of the City of El Paso and the American Rescue Plan Act to foster equitable economic recovery and build long-term economic strength in communities that have been historically underserved and disproportionately impacted by the past pandemic.

METHODOLOGY

To secure grant funding, BCC must ensure that applicants complete the City of El Paso's Business Climate Survey. The City will provide BCC with the survey link, which applicants are required to fill out.

- 1. Loan Program:
 - o Limited to businesses located within the City of El Paso limits with capacity to

- service the loan, and in good standing with creditors.
- Offer loans up to \$100,000, with an average estimated size around of \$50,000.
- o Provide flexible terms between 24-60 months with interest rate buydowns.
- o The interest rate cap is set at 18%. The interest buydown on the borrower's cost will be applied to lower the rate to 2% until the available program funds are exhausted or the service period ends.
- Accessible to businesses operating in a variety of industries, including professional, scientific, retail trade, laundry services, accommodation and food services, and technical services.
- Funds may be used for working capital, equipment, furniture, fixtures, inventory, vehicles and trailers, and all other acceptable uses of funds according to BCC's Loan Policy.
- Commitment fees up to 5%.
- o Conduct thorough yet accessible application process. Spanish support will be available.

2. Eligibility/Requirements:

- Complete the Business Climate Survey
- o Business can be a start-up or an established business.
- o Employed fewer than 25 full time employees at all business locations.
- o Annual gross revenues of not more than \$ 3 million from all business activities at all business locations.
- o Must be in good standing with creditors for at least 12 months.
- o Loans are limited to businesses that are in the city of El Paso limits.
- Business existence will be verified using BCC existing process including business reports, Entity documents verified with Secretary of State, or copies of Assumed business name filed with the County.
- o Capacity to service the loan will be verified using existing BCC's practice for capacity verification.

3. Business Support Services:

- o Deliver financial literacy workshops.
- o Provide one-on-one business coaching.
- o Organize networking events for program participants if needed.
- Connect borrowers to services offered by the (ESO) network that are part the Business One Stop Shop (BOSS)

4. Outreach and Recruitment:

- o Partner with, but not limited to local chambers of commerce and business associations to promote the program.
- o Conduct information sessions.
- o Utilize social media for program promotion.

5. Service Schedule and Locations:

- o Loan applications accepted continuously through an online portal at www.borderplexcommunitycapital.org
- Primary location: Borderplex Community Capital office 333 North Oregon St. 2nd floor El Paso Texas (79901).
- o Business support services offered weekdays 9am-5pm.

METRICS / MILESTONES

Goals and Objectives:

- 1. Provide low-cost financing to approximately 20 qualified small businesses, enabling them to enhance operations and expand their ventures.
- 2. Issue financial resources to support the program for around \$1,000,000, with individual loans averaging \$50,000 per qualified recipient.
- 3. Lower current interest charges to 2% for eligible small businesses in the city's limits.

Deliverables:

Deliverables would provide a comprehensive overview of the program's activities, impact, and financial management, justifying the reimbursement requests and demonstrating the program's progress towards its stated goals and objectives.

Reporting Metrics:

- 1. Loan disbursements and repayments: This report should include detailed information on the number and amount of loans disbursed, as well as their repayment status and rates. This metric will be closely monitored and documented, with reports submitted to the compliance team on a quarterly basis to ensure adherence. The report should include the following sections:
 - Loan Portfolio Overview:
 - o PAR30, PAR60, PAR90: Total dollar amounts of loans 30, 60, and 90 days past due, compared to the total loan portfolio.
 - Collections: Total dollar amount and percentage of loans in the collection process.
 - o Charge-offs: Total dollar amount and percentage of loans charged off
 - o Demonstrate all information related to technical assistance that was provided to mitigate the loss
 - Loan-Specific Information:
 - o Business Name and Address
 - Business Owner(s) names
 - City Council District
 - Veteran Status
 - o Race and Ethnicity
 - Gender
 - o Loan Amount
 - Survey Completion Status.

Internal Tracked Data

- 1. Loan program activity summary: Number of loan applications received, processed, approved, and denied. Total amount of funds disbursed.
- 2. Business support services report (TA): Number of financial literacy workshops conducted and attendance figures. Number of one-on-one business coaching sessions provided.
- 3. Program performance: Progress towards annual loan disbursement goal. Current loan

- repayment rate. Number of jobs created or retained by businesses receiving loans.
- 4. Participant demographic data: Information on the diversity of businesses served (e.g. veterans, minority-owned, women-owned), industry, type of business formation, years/months in business, delinquency.

Method of Measuring Deliverables:

These methods will provide a more comprehensive approach to measuring and tracking the program's performance and impact. They will also help in maintaining transparency, ensuring accountability, and facilitating continuous improvement of the Program.

- Utilize loan management operating system (Loan Well) for tracking disbursements and repayments, number of businesses created or assisted, diversity, TA provided, etc.
- Conduct quarterly surveys of loan recipients for job data.
- Annual financial statement or tax return of participant businesses.
- Use attendance tracking for workshops or other events.
- Conduct assessments for financial literacy workshops to measure knowledge gain
- Conduct annual calls with program participants to gather qualitative feedback related to the program.

BUDGET

BCC seeks to access the Interest Buy Down Program funds upfront. This will enable BCC to provide approximately additional \$1 million in affordable loans to roughly 20 small businesses and community projects over the next 24 months. The program is projected to create or retain around 20 local jobs and generate economic activity. By receiving these funds upfront, BCC will be able to:

- 1) Allocate a portion (5% on each loan approved under this program) as a loan loss reserve to mitigate risk. The reserve will allow BCC to extend credit to higher-risk borrowers who might otherwise be unable to access affordable financing.
- 2) Form a fund to relieve cash flow pressure as the cost of the program is covered by this fund rather than BCC's operational budget.
- 3) Enhanced lending capacity, enabling BCC to reroute own funds to small companies operating inside city bounds that do not meet program eligibility requirements
- 4) Buffer for market fluctuations removing financial strain if market rates increase,
- 5) Gain flexibility to offer varied loan terms (e.g. longer repayment periods) without immediate concern for cash flow implications.

BCC will provide quarterly reports on loan disbursements, job creation, and economic impacts to ensure transparency and accountability in the use of these funds.

BCC will develop a marketing campaign in partnership with the City of El Paso. The program to small businesses will be promoted within the city of El Paso limits through social media and local partnerships. Notices will begin two weeks before the program is launched and continue with updates throughout the life of the program. BCC will host an initial virtual information session to inform small business owners about the program details, application process, eligibility requirements, and necessary documentation.

BCC's team will assist small businesses in applying online throughout our lending operating system (Loan Well) or in person if needed. TA will be provided to support applicants during the lending process. Support in Spanish will be available.

The total program costs include an interest buydown fund of \$170,000 and estimated marketing, TA, and CRM system costs of about \$10,000. This estimated amount will be composed principally as follows:

LoanWell system: \$3,000 for additional tracking information from our lending operating platform.

Marketing Initiatives: \$3,000 for digital marketing (social media ads, Google Ads), print materials (brochures, flyers), and community event sponsorship.

Technical Assistance (TA) Initiatives: \$4,000. Workshops and one-on-one consultations to provide financial education and business development support to applicants. Components: materials, venue rentals, and credit counseling expert fees.

Administrative Fee will be paid out monthly during the time of the program.

PROGRAM NAME:	AMOUNTS
"BCC Interest Buy Down Program"	
Funding Request	\$200,000
Administrative Fee – 10%	\$20,000
Total Program Cost	\$180,000
Marketing, TA, and CRM System costs	\$10,000
Interest Buy Down Program	\$170,000

Example of an Interest Buy Down loan:

BCC Interest Buy E \$170,000.00	own Program:	Current Rate	Buy Down Option
Total # loans: 20	Loan Amount	\$48,500,00	\$48,500,00
	Term	36	36
	Interest Rate	12.50%	2%
	Total Interest Payment	\$9,910,03	\$1,509.94
	Monthly pay back	\$1,622.50	\$1,389.17
	Total buy down		\$8,400.09

В	ORDERPLEX COMMUNITY CAPITAL, INC. Program Timeline	M O N T H	Y E A R	# of anticipated Interest Buy Down loans provided to small businesses
	November 1, 2024 - November 1, 2025			
Q1	 ï BCC will launch marketing campaign in partnership with the City of El Paso to raise awareness among El Paso small businesses. ï BCC will begin accepting and processing loan applications. ï Host informational workshops for potential applicants. ï Establish partnerships with chambers of commerce and business organizations. ï One on one technical assistance with potential applicants. 	N D J	1	0
Q2	 ï BCC will continue marketing efforts and application processing. ï Evaluate, approve, and disburse first round of loans. ï Expected interest buy down funding to 2 small businesses. ï One on one technical assistance with potential applicants. ï BCC will provide first quarter's report within the first month of the second quarter. 	F M A	1	2
Q3	 ï Evaluate program progress and adjust strategies if needed. ï Approve and disburse second round of loans. Target four loans. ï Continue with marketing campaign and meetings for technical assistance. ï One on one technical assistance with potential applicants. ï BCC's second quarter's report will be provided in the first month of the third quarter. 	M J J	1	4

Q4	ï Intensify outreach campaign in the city of El Paso. ï Conduct mid-program evaluation of job creation/retention. ï Approve and disburse loans. Target three loans. ï One on one technical assistance with potential applicants. ï Prepare third quarter's report will be provided in the first month of the fourth quarter.	A S O	1	3
	Novermber 1, 2025 - November 1, 2026			
Q1	 ï Launch targeted campaign for remaining loan allocations. ï Approve and disburse loans. Target two loans. ï Prepare annual report to evaluate first year of the program. ï One on one technical assistance with potential applicants. ï The fourth quarter's report will be provided in the first month of the first quarter. 	N D J	2	2
Q2	ï Focus on providing ongoing support to existing loan recipients. ï BCC will provide interest buy down funding to two small businesses. ï One on one technical assistance with potential applicants. ï The first quarter's report will be provided within the first month of the second quarter.	F M A	2	2
Q3	 ï BCC will compile final job creation/retention data. ï BCC will provide interest buy down funding to four small businesses. ï Start preparing program wrap-up report. ï One on one technical assistance with potential applicants. ï The second quarter's report will be provided in the first month of the third quarter. 	M J J	2	4
Q4	 ï Approve and disburse final loans through this program to three small business. ï One on one technical assistance with potential applicants. ï The third quarterly report will be provided in the first month of the fourth quarter. ï BCC will present outcomes, impact report, and recommendations for future initiatives for the City of El Paso, no later than 45 business days after the project end date. 	A S O	2	3
	TOTAL FOR THE TWO YEARS			20

ATTACHMENT "B" BUDGET

Agency Name: BORDERPLEX COMMUNITY

CAPITAL, INC.

Interest Buy Down

Be specific. Include funding source, and contact person and phone number for purposes of verification.

Funding Source	Contact Person and Phone or Email		Budget Year 2022-2024
Other Federal Funds (please itemize)			
Other State & Local Government Funds (please itemize)			
Drivete Funda (please itemize)			
Private Funds (please itemize)			
	_		
	-		
Total Project Income		\$ -	\$ -

Line Item Expense Category				Γotal	Budget
Salaries			\$		-
Fringe benefits			\$		-
Contract services			\$		-
Rent					
Communications					
Utilities & occupancy expenses			\$		-
Equipment rental & maintenance			\$		-
Equipment purchases			\$		-
Mileage reimbursements			\$		-
Postage & shipping			\$		-
Printing & publications			\$		-
Supplies			\$		-
Communications, Marketing, and CRM upgrade system			\$		10,000.00
Travel - long distance			\$		-
Other Expenses					
Administrative Fee			\$		20,000.00
Interest Buy-down Fund			\$		170,000.00
Total Project Expenses	\$ -	. \$	- \$		200,000.00

Agency Name: BORDERPLEX COMMUNITY CAPITAL, INC.

Interest Buy Down

You must include <u>all staff</u> that will work on the project. The total on this page must correspond to the total on Expense Summary.

must correspond to the	total on Exp	ense Summary.	•		
	Total Project Budget				
		Months	Avg Monthly		
Position Title	FTE	Employed	F/T Salary	Total Cost	
	-) a siti a ma			
	ŀ	Positions			
Total Funded Salaries	0.00			\$ -	

You must include expenses for <u>all staff</u> that will work on the project.

The total on this page must correspond to the total on Expense Summary.

	Total Project Budget			
Payroll-based Costs	Benefit Rate	Salary Base	Total Cost	
Fringe Benefits	9.2500%		\$ -	
			Ċ	
			\$ - \$ -	
			\$ -	
			\$ -	
Employee-based Costs	Covered Staff	Cost per Employee	Total Cost	
			\$ -	
			\$ -	
			\$ - \$ -	
			\$ -	
			\$ -	
Other Benefits				
(please itemize)	Basis fo	r Estimate	Total Cost	
	Months	Amount		
			\$ -	
			\$ - \$ -	
			\$ -	
			\$ -	
			\$ -	
Total Benefits			\$ -	

Agency Name: BORDERPLEX COMMUNITY CAPITAL, INC.

Interest Buy Down

You must include all <u>PARTNERS OR CONTRACTORS</u> that will work on the project. Provide clear description of services to be provided and the rate at which the consultant will be paid. Any consultant that will be performing services for this project and receiving \$5,000 or more funds as part of this budget that will be performing services for this project and receiving \$5,000 or more funds as part of this budget is considered to be a "partner". A "Partner Supplement" must be provided for each partner sharing funds and responsibility for this project. The City's prior written approval will be required for any changes exceeding 10% within the consultants' line item. The total on this page should correspond to the

total on Expense Summ	narv.	
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			roject Budget	
Partners / Contractors	Services Provided & Costing Methods	Units	Rate	Total Cost
otal Contractual				\$

Agency Name: BORDERPLEX COMMUNITY

CAPITAL, INC.

Interest Buy Down

Agencies purchasing equipment with ARPA funds must demonstrate that they are NOT on a flood plain or provide a copy of valid flood insurance covering the life of the grant.

		Total Project Budget				
Occupancy Costs	Months	Monthly Rate	Total Cost			
Rent/lease costs						
Communications						
Utilities						
Electric service						
Natural gas service						
Water & sewer service						
Other occupancy costs						
Equipment Rental & Maintenance	Basis	for Estimate	Total Cost			
			\$ -			
			\$ -			
			\$ -			
			\$ -			
Equipment Purchases	Basis	for Estimate	Total Cost			
			\$ -			
			\$ -			
			\$ -			
			\$ -			
Total Occupancy & Equipment			\$ -			

Agency Name: BORDERPLEX COMMUNITY CAPITAL, INC.

Interest Buy Down

Use this page to provide information on any line item not included in the previous Supporting Schedules. You must include all applicable expenses for the project. The totals on this page should correspond to the totals on Expense Summary. The total of Supporting Schedules 1-5 must match Project Budget. List only and all line items on Project Budget that are not covered on any previous Supporting Schedules. Give details for any expense that Economic Development is asked for \$500+ in funds.

	Tot	tal Project Budget		
Item Description	Basis for	Basis for Estimate		
Item Description	Unit	Amount	Total Cost	
Mileage reimbursements			\$ -	
Postage & shipping			\$ -	
Printing & publications			\$ -	
Supplies			\$ -	
Communications, Marketing, and CRM upgrade system			\$ 10,000.00	
Insurance				
General liability				
Professional liability				
D & O liability				
Auto liability				
Property & casualty				
Fidelity bonding				
Other insurance				
Travel (long distance)				
air fares				
ground transport				
meals & lodging				
Other Expenses (please itemize)				
Administrative Fee	10%	\$ 200,000.00	\$ 20,000.00	
Interest Buy-Down fund			\$ 170,000.00	
Total Supplemental Items			\$ 200,000.00	

Agency Name: BORDERPLEX COMMUNITY CAPITAL, INC.	Interest Buy Down				
Public Services	Application: Site Breakd	own for M	ulti-Site Pro	jects	
Name of Site (Activity)* # (ex. Beall School, Armijo Rec Center)	Address Street Number, Street Name, Zip Code	ARPAFunds Total	Outside Funds	Total Site Cost	Units of Service
Line item 1 (ex. Salaries)					
Line Item 2					
Line Item 3					
Line Item 4					
Line item 1 (ex. Salaries)					
Line Item 2					
Line Item 3					
Line Item 4					
Line item 1 (ex. Salaries)					
Line Item 2					
Line Item 3					
Line Item 4					
4					
Line item 1 (ex. Salaries)					
Line Item 2 Line Item 3					
Line Item 4					
5					
Line item 1 (ex. Salaries)					
Line Item 2					
Line Item 3 Line Item 4					
6					
Line item 1 (ex. Salaries)					
Line Item 2					
Line Item 3					
Line Item 4					
Line item 1 (ex. Salaries)					
Line Item 2					
Line Item 3					
Line Item 4					
Total	a come address list the activity in a constitution	\$0			
"Community Center (Food Drive).	e same address, list the activity in parent	tneses. For Exan	npie, "Community (Center (Counse	iing)" and
Sommunity Senter (1 000 Drive).					
*** Add lines for more line items and	sites as needed				

ECONOMIC DEVELOPMENT RESPONSE + RECOVERY PUBLIC SERVICES FUNDING UNIT OF SERVICE DATA

AGENCY LEGAL NAME: (AS APPEARS ON CURRENT ARTICLES OF INCORPORATION)

PROJECT TITLE: Project Name: Business Retention and Expansion

Please provide your definition of the Unit of Service to be provided by the project. (*Units of Service must be defined in measurable time-based terms; such as one hour, one 3 hour session, one 24 hour day*).

How did you arrive at the number of units for the project? Please describe the rationale or formula used to determine the total number of units of service.

Complete information for current year, even if Economic Development is not currently funding the project.

Current Year FYE22	City Portion	Total Project
Number of units of service delivered		
Cost to deliver these units (project cost)		
Cost per unit of service (divide project cost by units)		
Number of unduplicated clients to be served		
Percent of overall clients reported		

Budget Year FYE23	City Portion	Total Project
Number of units of service delivered		
Cost to deliver these units (project cost)		
Cost per unit of service (divide project cost by units)		
Number of unduplicated clients to be served		
Percent of overall clients to be reported		



Fiscal Federal Funding Accountability and Transparency Act (FFATA)

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.

Legal Name of Contractor:	FFATA Contact: (Name, Email and Phone Number):
Borderplex Community Capital	
Primary Address of Contractor:	Zip Code: 9-digits required www.usps.com
333 North Oregon st 2nd floor El Paso - Texas - 79901	79943-0272
Unique Entity ID (UEI): This number replaces the DUNS www.sam.gov	State of Texas Comptroller Vendor Identification Number (VIN) – 14 digits:
FH4UC4NANBS8	

Printed Name of Authorized Representative:	Signature of Authorized Representative
Hector Villegas	Hector Villegas
Title of Authorized Representative	Date Signed
President & CEO	August 7th, 2024

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete, and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year? Yes If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification. If your answer is "No", answer questions "A" and "B". A. Certification Regarding % of Annual Gross from Federal Awards. Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? No XXXX B. Certification Regarding Amount of Annual Gross from Federal Awards. Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year? Yes No XXXXX If your answer is "Yes" to both question "A" and "B", you must answer question "C". If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification. C. Certification Regarding Public Access to Compensation Information. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? Yes XXX Nο If your answer is "Yes" to this question, where can this information be accessed? Federal Form 990 filed annually If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below. Provide compensation information here:

ATTACHMENT "C" INSURANCE CERTIFICATES / CERTIFICATIONS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/1/2024

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).

IMA Select LLC	CONTACT NAME: Sundee Kelly PHONE (A/C, No, Ext): 972-759-3727 (A/C, No):			
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	INSURER(S) AFFORDING COVERAGE	NAIC#		
	INSURER A: Security National Insurance Company			
INSURED	INSURER B: ACE Property and Casualty Insurance Company 2069			
El Paso Community Foundation PO Box 272	INSURER C:			
El Paso TX 79943	INSURER D:			
	INSURER E :			
	INSURER F:			

COVERAGES CERTIFICATE NUMBER: 679825647 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		ADDL SI		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	 S
В	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	1	D94710686	2/2/2024	2/2/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 1,000,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,000
	POLICY PRO- X LOC					PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:						\$
В	AUTOMOBILE LIABILITY		D94710686	2/2/2024	2/2/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	ANY AUTO					BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS ONLY					BODILY INJURY (Per accident)	\$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
							\$
В	X UMBRELLA LIAB X OCCUR		UMBTXD947107903N	2/2/2024	2/2/2025	EACH OCCURRENCE	\$5,000,000
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$ 5,000,000
	DED X RETENTION \$ 10,000						\$
Α	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		SWC1475376	2/2/2024	2/2/2025	X PER OTH- STATUTE ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	(Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					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)

Certificate Holder is included as Primary Non Contributory Additional Insured on the General Liability Policy and Additional Insured on the Automobile Liability Policy, if required by written contract or agreement, subject to the policy terms and conditions.

A Waiver of Subrogation is provided in favor of Certificate Holder on the General Liability, Automobile Liability and Workers Compensation Policies, if required by written contract or agreement, subject to the policy terms and conditions.

General Liability, Automobile Liability and Workers Compensation Coverage includes 30 day notice of cancellation, subject to the terms and conditions of the policy.

CERTIFICATE HOLDER	CANCELLATION
City of El Paso	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
300 N Campbell, 1st Floor El Paso TX 79901	Butt William

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ATTACHMENT "D" ADDITIONAL TERMS & CONDITIONS (ARPA)

The subrecipients must abide by the following, as may be updated and revised.

- A) Social Security Act Title VI Sections 602 and 603, Enacted March 11, 2021.
- B) Compliance and Reporting Guidance for the State and Local Fiscal Recovery Funds
- C) 2022 State and Local Fiscal Recovery Fund Compliance Supplement
- D) Coronavirus State and Local Fiscal Recovery Funds Final Rule Frequently Asked Questions

In addition to the above requirements, subrecipients must comply with the <u>April 1, 2022 Final Rule</u> for the <u>Coronavirus State & Local Fiscal Recovery Funds</u>. An overview of the federal agency requirements in the Final Rule is attached for ease of use of the subrecipients.



Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. DEPARTMENT OF THE TREASURY

January 2022



The Overview of the Final Rule provides a summary of major provisions of the final rule for informational purposes and is intended as a brief, simplified user guide to the final rule provisions.

The descriptions provided in this document summarize key provisions of the final rule but are non-exhaustive, do not describe all terms and conditions associated with the use of SLFRF, and do not describe all requirements that may apply to this funding. Any SLFRF funds received are also subject to the terms and conditions of the agreement entered into by Treasury and the respective jurisdiction, which incorporate the provisions of the final rule and the guidance that implements this program.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



Contents

Introduction	4
Overview of the Program	6
Replacing Lost Public Sector Revenue	9
Responding to Public Health and Economic Impacts of COVID-19	12
Responding to the Public Health Emergency	14
Responding to Negative Economic Impacts	16
Assistance to Households	17
Assistance to Small Businesses	21
Assistance to Nonprofits	23
Aid to Impacted Industries	24
Public Sector Capacity	26
Public Safety, Public Health, and Human Services Staff	26
Government Employment and Rehiring Public Sector Staff	27
Effective Service Delivery	28
Capital Expenditures	30
Framework for Eligible Uses Beyond those Enumerated	32
Premium Pay	35
Water & Sewer Infrastructure	37
Broadband Infrastructure	39
Restrictions on Use	41
Program Administration	43

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



Introduction

The Coronavirus State and Local Fiscal Recovery Funds (SLFRF), a part of the American Rescue Plan, delivers \$350 billion to state, local, and Tribal governments across the country to support their response to and recovery from the COVID-19 public health emergency. The program ensures that governments have the resources needed to:

- Fight the pandemic and support families and businesses struggling with its public health and economic impacts,
- · Maintain vital public services, even amid declines in revenue, and
- Build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity.

EARLY PROGRAM IMPLEMENTATION

In May 2021, Treasury published the Interim final rule (IFR) describing eligible and ineligible uses of funds (as well as other program provisions), sought feedback from the public on these program rules, and began to distribute funds. The IFR went immediately into effect in May, and since then, governments have used SLFRF funds to meet their immediate pandemic response needs and begin building a strong and equitable recovery, such as through providing vaccine incentives, development of affordable housing, and construction of infrastructure to deliver safe and reliable water.

As governments began to deploy this funding in their communities, Treasury carefully considered the feedback provided through its public comment process and other forums. Treasury received over 1,500 comments, participated in hundreds of meetings, and received correspondence from a wide range of governments and other stakeholders.

KEY CHANGES AND CLARIFICATIONS IN THE FINAL RULE

The final rule delivers broader flexibility and greater simplicity in the program, responsive to feedback in the comment process. Among other clarifications and changes, the final rule provides the features below.

Replacing Lost Public Sector Revenue

The final rule offers a standard allowance for revenue loss of up to \$10 million, allowing recipients to select between a standard amount of revenue loss or complete a full revenue loss calculation.

Recipients that select the standard allowance may use that amount – in many cases their full award – for government services, with streamlined reporting requirements.

Public Health and Economic Impacts

In addition to programs and services, the final rule clarifies that recipients can use funds for capital expenditures that support an eligible COVID-19 public health or economic response. For example, recipients may build certain affordable housing, childcare facilities, schools, hospitals, and other projects consistent with final rule requirements.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



In addition, the final rule provides an expanded set of households and communities that are presumed to be "impacted" and "disproportionately impacted" by the pandemic, thereby allowing recipients to provide responses to a broad set of households and entities without requiring additional analysis. Further, the final rule provides a broader set of uses available for these communities as part of COVID-19 public health and economic response, including making affordable housing, childcare, early learning, and services to address learning loss during the pandemic eligible in all impacted communities and making certain community development and neighborhood revitalization activities eligible for disproportionately impacted communities.

Further, the final rule allows for a broader set of uses to restore and support government employment, including hiring above a recipient's pre-pandemic baseline, providing funds to employees that experienced pay cuts or furloughs, avoiding layoffs, and providing retention incentives.

Premium Pay

The final rule delivers more streamlined options to provide premium pay, by broadening the share of eligible workers who can receive premium pay without a written justification while maintaining a focus on lower-income and frontline workers performing essential work.

Water, Sewer & Broadband Infrastructure

The final rule significantly broadens eligible broadband infrastructure investments to address challenges with broadband access, affordability, and reliability, and adds additional eligible water and sewer infrastructure investments, including a broader range of lead remediation and stormwater management projects.

FINAL RULE EFFECTIVE DATE

The final rule takes effect on April 1, 2022. Until that time, the interim final rule remains in effect; funds used consistently with the IFR while it is in effect are in compliance with the SLFRF program.

However, recipients can choose to take advantage of the final rule's flexibilities and simplifications now, even ahead of the effective date. Treasury will not take action to enforce the interim final rule to the extent that a use of funds is consistent with the terms of the final rule, regardless of when the SLFRF funds were used. Recipients may consult the *Statement Regarding Compliance with the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule and Final Rule*, which can be found on Treasury's website, for more information on compliance with the interim final rule and the final rule.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



Overview of the Program

The Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program provides substantial flexibility for each jurisdiction to meet local needs within the four separate eligible use categories. This Overview of the Final Rule addresses the four eligible use categories ordered from the broadest and most flexible to the most specific.

Recipients may use SLFRF funds to:

- Replace lost public sector revenue, using this funding to provide government services up to the
 amount of revenue loss due to the pandemic.
 - Recipients may determine their revenue loss by choosing between two options:
 - A standard allowance of up to \$10 million in aggregate, not to exceed their award amount, during the program;
 - Calculating their jurisdiction's specific revenue loss each year using Treasury's formula, which compares actual revenue to a counterfactual trend.
 - Recipients may use funds up to the amount of revenue loss for government services; generally, services traditionally provided by recipient governments are government services, unless Treasury has stated otherwise.
- Support the COVID-19 public health and economic response by addressing COVID-19 and its
 impact on public health as well as addressing economic harms to households, small businesses,
 nonprofits, impacted industries, and the public sector.
 - Recipients can use funds for programs, services, or capital expenditures that respond to the public health and negative economic impacts of the pandemic.
 - To provide simple and clear eligible uses of funds, Treasury provides a list of enumerated uses that recipients can provide to households, populations, or classes (i.e., groups) that experienced pandemic impacts.
 - Public health eligible uses include COVID-19 mitigation and prevention, medical expenses, behavioral healthcare, and preventing and responding to violence.
 - Eligible uses to respond to negative economic impacts are organized by the type of beneficiary: assistance to households, small businesses, and nonprofits.
 - Each category includes assistance for "impacted" and "disproportionately impacted" classes: impacted classes experienced the general, broad-based impacts of the pandemic, while disproportionately impacted classes faced meaningfully more severe impacts, often due to preexisting disparities.
 - To simplify administration, the final rule presumes that some populations and groups were impacted or disproportionately impacted and are eligible for responsive services.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



- Eligible uses for assistance to impacted households include aid for reemployment, job training, food, rent, mortgages, utilities, affordable housing development, childcare, early education, addressing learning loss, and many more uses.
- Eligible uses for assistance to impacted small businesses or nonprofits include loans or grants to mitigate financial hardship, technical assistance for small businesses, and many more uses.
- Recipients can also provide assistance to impacted industries like travel, tourism, and hospitality that faced substantial pandemic impacts, or address impacts to the public sector, for example by re-hiring public sector workers cut during the crisis.
- Recipients providing funds for enumerated uses to populations and groups that
 Treasury has presumed eligible are clearly operating consistently with the final rule.
 Recipients can also identify (1) other populations or groups, beyond those presumed eligible, that experienced pandemic impacts or disproportionate impacts and (2) other programs, services, or capital expenditures, beyond those enumerated, to respond to those impacts.
- Provide premium pay for eligible workers performing essential work, offering additional support to those who have and will bear the greatest health risks because of their service in critical sectors.
 - Recipients may provide premium pay to eligible workers generally those working inperson in key economic sectors who are below a wage threshold or non-exempt from
 the Fair Labor Standards Act overtime provisions, or if the recipient submits justification
 that the premium pay is responsive to workers performing essential work.
- Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, to support vital wastewater and stormwater infrastructure, and to expand affordable access to broadband internet.
 - Recipients may fund a broad range of water and sewer projects, including those eligible
 under the EPA's Clean Water State Revolving Fund, EPA's Drinking Water State
 Revolving Fund, and certain additional projects, including a wide set of lead
 remediation, stormwater infrastructure, and aid for private wells and septic units.
 - Recipients may fund high-speed broadband infrastructure in areas of need that the
 recipient identifies, such as areas without access to adequate speeds, affordable
 options, or where connections are inconsistent or unreliable; completed projects must
 participate in a low-income subsidy program.

While recipients have considerable flexibility to use funds to address the diverse needs of their communities, some restrictions on use apply across all eligible use categories. These include:

• For states and territories: No offsets of a reduction in net tax revenue resulting from a change in state or territory law.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



- For all recipients except for Tribal governments: No extraordinary contributions to a pension fund for the purpose of reducing an accrued, unfunded liability.
- For all recipients: No payments for debt service and replenishments of rainy day funds; no
 satisfaction of settlements and judgments; no uses that contravene or violate the American
 Rescue Plan Act, Uniform Guidance conflicts of interest requirements, and other federal, state,
 and local laws and regulations.

Under the SLFRF program, funds must be used for costs incurred on or after March 3, 2021. Further, funds must be obligated by December 31, 2024, and expended by December 31, 2026. This time period, during which recipients can expend SLFRF funds, is the "period of performance."

In addition to SLFRF, the American Rescue Plan includes other sources of funding for state and local governments, including the <u>Coronavirus Capital Projects Fund</u> to fund critical capital investments including broadband infrastructure; the <u>Homeowner Assistance Fund</u> to provide relief for our country's most vulnerable homeowners; the <u>Emergency Rental Assistance Program</u> to assist households that are unable to pay rent or utilities; and the <u>State Small Business Credit Initiative</u> to fund small business credit expansion initiatives. Eligible recipients are encouraged to visit the Treasury website for more information.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



Replacing Lost Public Sector Revenue

The Coronavirus State and Local Fiscal Recovery Funds provide needed fiscal relief for recipients that have experienced revenue loss due to the onset of the COVID-19 public health emergency. Specifically, SLFRF funding may be used to pay for "government services" in an amount equal to the revenue loss experienced by the recipient due to the COVID-19 public health emergency.

Government services generally include any service traditionally provided by a government, including construction of roads and other infrastructure, provision of public safety and other services, and health and educational services. Funds spent under government services are subject to streamlined reporting and compliance requirements.

In order to use funds under government services, recipients should first determine revenue loss. They may, then, spend up to that amount on general government services.

DETERMINING REVENUE LOSS

Recipients have two options for how to determine their amount of revenue loss. Recipients must choose one of the two options and cannot switch between these approaches after an election is made.

 Recipients may elect a "standard allowance" of \$10 million to spend on government services through the period of performance.

Under this option, which is newly offered in the final rule Treasury presumes that up to \$10 million in revenue has been lost due to the public health emergency and recipients are permitted to use that amount (not to exceed the award amount) to fund "government services." The standard allowance provides an estimate of revenue loss that is based on an extensive analysis of average revenue loss across states and localities, and offers a simple, convenient way to determine revenue loss, particularly for SLFRF's smallest recipients.

All recipients may elect to use this standard allowance instead of calculating lost revenue using the formula below, including those with total allocations of \$10 million or less. Electing the standard allowance does not increase or decrease a recipient's total allocation.

Recipients may calculate their actual revenue loss according to the formula articulated in the final rule.

Under this option, recipients calculate revenue loss at four distinct points in time, either at the end of each calendar year (e.g., December 31 for years 2020, 2021, 2022, and 2023) or the end of each fiscal year of the recipient. Under the flexibility provided in the final rule, recipients can choose whether to use calendar or fiscal year dates but must be consistent throughout the period of performance. Treasury has also provided several adjustments to the definition of general revenue in the final rule.

To calculate revenue loss at each of these dates, recipients must follow a four-step process:

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



- a. Calculate revenues collected in the most recent full fiscal year prior to the public health emergency (i.e., last full fiscal year before January 27, 2020), called the *base year* revenue.
- b. Estimate *counterfactual revenue*, which is equal to the following formula, where *n* is the number of months elapsed since the end of the base year to the calculation date:

base year revenue $\times (1 + growth \ adjustment)^{\frac{n}{12}}$

The *growth adjustment* is the greater of either a standard growth rate—5.2 percent—or the recipient's average annual revenue growth in the last full three fiscal years prior to the COVID-19 public health emergency.

c. Identify *actual revenue*, which equals revenues collected over the twelve months immediately preceding the calculation date.

Under the final rule, recipients must adjust actual revenue totals for the effect of tax cuts and tax increases that are adopted after the date of adoption of the final rule (January 6, 2022). Specifically, the estimated fiscal impact of tax cuts and tax increases adopted after January 6, 2022, must be added or subtracted to the calculation of actual revenue for purposes of calculation dates that occur on or after April 1, 2022.

Recipients may subtract from their calculation of actual revenue the effect of tax increases enacted prior to the adoption of the final rule. Note that recipients that elect to remove the effect of tax increases enacted before the adoption of the final rule must also remove the effect of tax decreases enacted before the adoption of the final rule, such that they are accurately removing the effect of tax policy changes on revenue.

d. Revenue loss for the calculation date is equal to counterfactual revenue minus actual revenue (adjusted for tax changes) for the twelve-month period. If actual revenue exceeds counterfactual revenue, the loss is set to zero for that twelve-month period. Revenue loss for the period of performance is the sum of the revenue loss on for each calculation date.

The supplementary information in the final rule provides an example of this calculation, which recipients may find helpful, in the Revenue Loss section.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



SPENDING ON GOVERNMENT SERVICES

Recipients can use SLFRF funds on government services up to the revenue loss amount, whether that be the standard allowance amount or the amount calculated using the above approach. **Government services generally include** *any service* **traditionally provided by a government**, unless Treasury has stated otherwise. Here are some common examples, although this list is not exhaustive:

- Construction of schools and hospitals
- Road building and maintenance, and other infrastructure
- ✓ Health services
- General government administration, staff, and administrative facilities
- ✓ Environmental remediation
- Provision of police, fire, and other public safety services (including purchase of fire trucks and police vehicles)

Government services is the most flexible eligible use category under the SLFRF program, and funds are subject to streamlined reporting and compliance requirements. Recipients should be mindful that certain restrictions, which are detailed further in the Restrictions on Use section and apply to all uses of funds, apply to government services as well.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



Responding to Public Health and Economic Impacts of COVID-19

The Coronavirus State and Local Fiscal Recovery Funds provide resources for governments to meet the public health and economic needs of those impacted by the pandemic in their communities, as well as address longstanding health and economic disparities, which amplified the impact of the pandemic in disproportionately impacted communities, resulting in more severe pandemic impacts.

The eligible use category to respond to public health and negative economic impacts is organized around the types of assistance a recipient may provide and includes several sub-categories:

- · public health,
- · assistance to households,
- · assistance to small businesses,
- · assistance to nonprofits,
- aid to impacted industries, and
- public sector capacity.

In general, to identify eligible uses of funds in this category, recipients should (1) identify a COVID-19 public health or economic impact on an individual or class (i.e., a group) and (2) design a program that responds to that impact. Responses should be related and reasonably proportional to the harm identified and reasonably designed to benefit those impacted.

To provide simple, clear eligible uses of funds that meet this standard, Treasury provides a non-exhaustive list of enumerated uses that respond to pandemic impacts. Treasury also presumes that some populations experienced pandemic impacts and are eligible for responsive services. In other words, recipients providing enumerated uses of funds to populations presumed eligible are clearly operating consistently with the final rule.¹

Recipients also have broad flexibility to (1) identify and respond to other pandemic impacts and (2) serve other populations that experienced pandemic impacts, beyond the enumerated uses and presumed eligible populations. Recipients can also identify groups or "classes" of beneficiaries that experienced pandemic impacts and provide services to those classes.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

¹ However, please note that use of funds for enumerated uses may not be grossly disproportionate to the harm. Further, recipients should consult the Capital Expenditures section for more information about pursuing a capital expenditure; please note that enumerated capital expenditures are not presumed to be reasonably proportional responses to an identified harm except as provided in the Capital Expenditures section.



Step	1. Identify COVID-19 public health or economic impact	Design a response that addresses or responds to the impact			
Analysis	Can identify impact to a specific household, business or nonprofit or to a class of households, businesses, or nonprofits (i.e., group) Can also identify disproportionate impacts, or more severe impacts, to a specific beneficiary or to a class	Types of responses can include a program, service, or capital expenditure Response should be related and reasonably proportional to the harm Response should also be reasonably designed to benefit impacted individual or class			
Simplifying Presumptions	Final Rule presumes certain populations and classes are impacted and disproportionately impacted	Final Rule provides non-exhaustive list of enumerated eligible uses that respond to pandemic impacts and disproportionate impacts			

To assess eligibility of uses of funds, recipients should first determine the sub-category where their use of funds may fit (e.g., public health, assistance to households, assistance to small businesses), based on the entity that experienced the health or economic impact.² Then, recipients should refer to the relevant section for more details on each sub-category.

While the same overall eligibility standard applies to all uses of funds to respond to the public health and negative economic impacts of the pandemic, each sub-category has specific nuances on its application. In addition:

- Recipients interested in using funds for capital expenditures (i.e., investments in property, facilities, or equipment) should review the Capital Expenditures section in addition to the eligible use sub-category.
- Recipients interested in other uses of funds, beyond the enumerated uses, should refer to the section on "Framework for Eligible Uses Beyond Those Enumerated."

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

² For example, a recipient interested in providing aid to unemployed individuals is addressing a negative economic impact experienced by a household and should refer to the section on assistance to households. Recipients should also be aware of the difference between "beneficiaries" and "sub-recipients." Beneficiaries are households, small businesses, or nonprofits that can receive assistance based on impacts of the pandemic that they experienced. On the other hand, sub-recipients are organizations that carry out eligible uses on behalf of a government, often through grants or contracts. Sub-recipients do not need to have experienced a negative economic impact of the pandemic; rather, they are providing services to beneficiaries that experienced an impact.



RESPONDING TO THE PUBLIC HEALTH EMERGENCY

While the country has made tremendous progress in the fight against COVID-19, including a historic vaccination campaign, the disease still poses a grave threat to Americans' health and the economy. Providing state, local, and Tribal governments the resources needed to fight the COVID-19 pandemic is a core goal of the Coronavirus State and Local Fiscal Recovery Funds, as well as addressing the other ways that the pandemic has impacted public health. Treasury has identified several public health impacts of the pandemic and enumerated uses of funds to respond to impacted populations.

- COVID-19 mitigation and prevention. The pandemic has broadly impacted Americans and recipients
 can provide services to prevent and mitigate COVID-19 to the general public or to small businesses,
 nonprofits, and impacted industries in general. Enumerated eligible uses include:
 - Vaccination programs, including vaccine incentives and vaccine sites
 - Testing programs, equipment and sites
 - Monitoring, contact tracing & public health surveillance (e.g., monitoring for variants)
 - Public communication efforts
 - ✓ Public health data systems
 - COVID-19 prevention and treatment equipment, such as ventilators and ambulances
 - ✓ Medical and PPE/protective supplies
 - ✓ Support for isolation or quarantine
 - Ventilation system installation and improvement
 - Technical assistance on mitigation of COVID-19 threats to public health and safety
 - Transportation to reach vaccination or testing sites, or other prevention and mitigation services for vulnerable populations

- Support for prevention, mitigation, or other services in congregate living facilities, public facilities, and schools
- Support for prevention and mitigation strategies in small businesses, nonprofits, and impacted industries
- Medical facilities generally dedicated to COVID-19 treatment and mitigation (e.g., ICUs, emergency rooms)
- Temporary medical facilities and other measures to increase COVID-19 treatment capacity
- Emergency operations centers & emergency response equipment (e.g., emergency response radio systems)
- Public telemedicine capabilities for COVID-19 related treatment

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



- **Medical expenses.** Funds may be used for expenses to households, medical providers, or others that incurred medical costs due to the pandemic, including:
 - ✓ Unreimbursed expenses for medical care for COVID-19 testing or treatment, such as uncompensated care costs for medical providers or out-of-pocket costs for individuals
 - Paid family and medical leave for public employees to enable compliance with COVID-19 public health precautions
- Emergency medical response expenses
- ✓ Treatment of long-term symptoms or effects of COVID-19
- Behavioral health care, such as mental health treatment, substance use treatment, and other behavioral health services. Treasury recognizes that the pandemic has broadly impacted Americans' behavioral health and recipients can provide these services to the general public to respond.
 Enumerated eligible uses include:
 - ✓ Prevention, outpatient treatment, inpatient treatment, crisis care, diversion programs, outreach to individuals not yet engaged in treatment, harm reduction & long-term recovery support
 - Enhanced behavioral health services in schools
 - Services for pregnant women or infants born with neonatal abstinence syndrome
- Support for equitable access to reduce disparities in access to high-quality treatment
- Peer support groups, costs for residence in supportive housing or recovery housing, and the 988 National Suicide Prevention Lifeline or other hotline services
- Expansion of access to evidence-based services for opioid use disorder prevention, treatment, harm reduction, and recovery
- ✓ Behavioral health facilities & equipment
- Preventing and responding to violence. Recognizing that violence and especially gun violence –
 has increased in some communities due to the pandemic, recipients may use funds to respond in
 these communities through:
 - Referrals to trauma recovery services for victims of crime
 - Community violence intervention programs, including:
 - Evidence-based practices like focused deterrence, with wraparound services such as behavioral therapy, trauma recovery, job training, education, housing and relocation services, and financial assistance
- ✓ In communities experiencing increased gun violence due to the pandemic:
 - Law enforcement officers focused on advancing community policing
 - Enforcement efforts to reduce gun violence, including prosecution
 - Technology & equipment to support law enforcement response

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



RESPONDING TO NEGATIVE ECONOMIC IMPACTS

The pandemic caused severe economic damage and, while the economy is on track to a strong recovery, much work remains to continue building a robust, resilient, and equitable economy in the wake of the crisis and to ensure that the benefits of this recovery reach all Americans. While the pandemic impacted millions of American households and businesses, some of its most severe impacts fell on low-income and underserved communities, where pre-existing disparities amplified the impact of the pandemic and where the most work remains to reach a full recovery.

The final rule recognizes that the pandemic caused broad-based impacts that affected many communities, households, and small businesses across the country; for example, many workers faced unemployment and many small businesses saw declines in revenue. The final rule describes these as "impacted" households, communities, small businesses, and nonprofits.

At the same time, the pandemic caused disproportionate impacts, or more severe impacts, in certain communities. For example, low-income and underserved communities have faced more severe health and economic outcomes like higher rates of COVID-19 mortality and unemployment, often because pre-existing disparities exacerbated the impact of the pandemic. The final rule describes these as "disproportionately impacted" households, communities, small businesses, and nonprofits.

To simplify administration of the program, the final rule presumes that certain populations were "impacted" and "disproportionately impacted" by the pandemic; these populations are presumed to be eligible for services that respond to the impact they experienced. The final rule also enumerates a non-exhaustive list of eligible uses that are recognized as responsive to the impacts or disproportionate impacts of COVID-19. Recipients providing enumerated uses to populations presumed eligible are clearly operating consistently with the final rule.

As discussed further in the section Framework for Eligible Uses Beyond Those Enumerated, recipients can also identify other pandemic impacts, impacted or disproportionately impacted populations or classes, and responses.

However, note that the final rule maintains that general infrastructure projects, including roads, streets, and surface transportation infrastructure, would generally not be eligible under this eligible use category, unless the project responded to a specific pandemic public health need or a specific negative economic impact. Similarly, general economic development or workforce development — activities that do not respond to negative economic impacts of the pandemic but rather seek to more generally enhance the jurisdiction's business climate — would generally not be eligible under this eligible use category.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



Assistance to Households

Impacted Households and Communities

Treasury presumes the following households and communities are impacted by the pandemic:

- Low- or-moderate income households or communities
- Households that experienced unemployment
- Households that experienced increased food or housing insecurity
- ✓ Households that qualify for the Children's Health Insurance Program, Childcare Subsidies through the Child Care Development Fund (CCDF) Program, or Medicaid
- When providing affordable housing programs: households that qualify for the National Housing Trust Fund and Home Investment Partnerships Program
- ✓ When providing services to address lost instructional time in K-12 schools: any student that lost access to in-person instruction for a significant period of time

Low- or moderate-income households and communities are those with (i) income at or below 300 percent of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines or (ii) income at or below 65 percent of the area median income for the county and size of household based on the most recently published data. For the vast majority of communities, the Federal Poverty Guidelines are higher than the area's median income and using the Federal Poverty Guidelines would result in more households and communities being presumed eligible. Treasury has provided an easy-to-use spreadsheet with Federal Poverty Guidelines and area median income levels on its website.

Recipients can measure income for a specific household or the median income for the community, depending on whether the response they plan to provide serves specific households or the general community. The income thresholds vary by household size; recipients should generally use income thresholds for the appropriate household size but can use a default household size of three when easier for administration or when measuring income for a general community.

The income limit for 300 percent of the Federal Poverty Guidelines for a household of three is \$65,880 per year.³ In other words, recipients can always presume that a household earning below this level, or a community with median income below this level, is impacted by the pandemic and eligible for services to respond. Additionally, by following the steps detailed in the section Framework for Eligible Uses Beyond Those Enumerated, recipients may designate additional households as impacted or disproportionately impacted beyond these presumptions, and may also pursue projects not listed below in response to these impacts consistent with Treasury's standards.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

⁸ For recipients in Alaska, the income limit for 300 percent of the Federal Poverty Guidelines for a household of three is \$82,350 per year. For recipients in Hawaii, the income limit for 300 percent of the Federal Poverty Guidelines for a household of three is \$75,780 per year.



Treasury recognizes the enumerated projects below, which have been expanded under the final rule, as eligible to respond to impacts of the pandemic on households and communities:

- Food assistance (e.g., child nutrition programs, including school meals) & food banks
- Emergency housing assistance: rental assistance, mortgage assistance, utility assistance, assistance paying delinquent property taxes, counseling and legal aid to prevent eviction and homelessness & emergency programs or services for homeless individuals, including temporary residences for people experiencing homelessness
- ✓ Health insurance coverage expansion
- Benefits for surviving family members of individuals who have died from COVID-19
- Assistance to individuals who want and are available for work, including job training, public jobs programs and fairs, support for childcare and transportation to and from a jobsite or interview, incentives for newlyemployed workers, subsidized employment, grants to hire underserved workers, assistance to unemployed individuals to start small businesses & development of job and workforce training centers
- Financial services for the unbanked and underbanked

- ✓ Burials, home repair & home weatherization
- Programs, devices & equipment for internet access and digital literacy, including subsidies for costs of access
- √ Cash assistance
- Paid sick, medical, and family leave programs
- Assistance in accessing and applying for public benefits or services
- Childcare and early learning services, home visiting programs, services for child welfareinvolved families and foster youth & childcare facilities
- Assistance to address the impact of learning loss for K-12 students (e.g., high-quality tutoring, differentiated instruction)
- Programs or services to support long-term housing security: including development of affordable housing and permanent supportive housing
- ✓ Certain contributions to an Unemployment Insurance Trust Fund⁴

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

⁴ Recipients may only use SLFRF funds for contributions to unemployment insurance trust funds and repayment of the principal amount due on advances received under Title XII of the Social Security Act up to an amount equal to (i) the difference between the balance in the recipient's unemployment insurance trust fund as of January 27, 2020 and the balance of such account as of May 17, 2021, plus (ii) the principal amount outstanding as of May 17, 2021 on any advances received under Title XII of the Social Security Act between January 27, 2020 and May 17, 2021. Further, recipients may use SLFRF funds for the payment of any interest due on such Title XII advances. Additionally, a recipient that deposits SLFRF funds into its unemployment insurance trust fund to fully restore the pre-pandemic balance may not draw down that balance and deposit more SLFRF funds, back up to the pre-pandemic balance. Recipients that deposit SLFRF funds into an unemployment insurance trust fund, or use SLFRF funds to repay principal on Title XII advances, may not take action to reduce benefits available to unemployed workers by changing the computation method governing regular unemployment compensation in a way that results in a reduction of average weekly benefit amounts or the number of weeks of benefits payable (i.e., maximum benefit entitlement).



Disproportionately Impacted Households and Communities

Treasury presumes the following households and communities are disproportionately impacted by the pandemic:

- ✓ Low -income households and communities
- Households residing in Qualified Census Tracts
- Households that qualify for certain federal benefits⁵
- Households receiving services provided by Tribal governments
- ✓ Households residing in the U.S. territories or receiving services from these governments

Low-income households and communities are those with (i) income at or below 185 percent of the Federal Poverty Guidelines for the size of its household based on the most recently published poverty guidelines or (ii) income at or below 40 percent of area median income for its county and size of household based on the most recently published data. For the vast majority of communities, the Federal Poverty Guidelines level is higher than the area median income level and using this level would result in more households and communities being presumed eligible. Treasury has provided an easy-to-use spreadsheet with Federal Poverty Guidelines and area median income levels on its website.

Recipients can measure income for a specific household or the median income for the community, depending on whether the service they plan to provide serves specific households or the general community. The income thresholds vary by household size; recipients should generally use income thresholds for the appropriate household size but can use a default household size of three when easier for administration or when measuring income for a general community.

The income limit for 185 percent of the Federal Poverty Guidelines for a household of three is \$40,626 per year.⁶ In other words, recipients can always presume that a household earning below this level, or a community with median income below this level, is disproportionately impacted by the pandemic and eligible for services to respond.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

⁵ These programs are Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), Free- and Reduced-Price Lunch (NSLP) and/or School Breakfast (SBP) programs, Medicare Part D Low-Income Subsidies, Supplemental Security Income (SSI), Head Start and/or Early Head Start, Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), Section 8 Vouchers, Low-Income Home Energy Assistance Program (LIHEAP), and Pell Grants. For services to address educational disparities, Treasury will recognize Title I eligible schools as disproportionately impacted and responsive services that support the school generally or support the whole school as eligible.

⁶ For recipients in Alaska, the income limit for 185 percent of the Federal Poverty Guidelines for a household of three is \$50,783 per year. For recipients in Hawaii, the income limit for 185 percent of the Federal Poverty Guidelines for a household of three is \$46,731 per year



Treasury recognizes the enumerated projects below, which have been expanded under the final rule, as eligible to respond to disproportionate impacts of the pandemic on households and communities:

- Pay for community health workers to help households access health & social services
- Remediation of lead paint or other lead hazards
- Primary care clinics, hospitals, integration of health services into other settings, and other investments in medical equipment & facilities designed to address health disparities
- Housing vouchers & assistance relocating to neighborhoods with higher economic opportunity
- Investments in neighborhoods to promote improved health outcomes
- ✓ Improvements to vacant and abandoned properties, including rehabilitation or maintenance, renovation, removal and remediation of environmental contaminants, demolition or deconstruction, greening/vacant lot cleanup & conversion to affordable housing⁷
- Services to address educational disparities, including assistance to high-poverty school districts & educational and evidence-based services to address student academic, social, emotional, and mental health needs
- ✓ Schools and other educational equipment & facilities
- Responses available to respond to impacts of the pandemic on households and communities (including those listed on page 18)

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

⁷ Please see the final rule for further details and conditions applicable to this eligible use. This includes Treasury's presumption that demolition of vacant or abandoned residential properties that results in a net reduction in occupiable housing units for low- and moderate-income individuals in an area where the availability of such housing is lower than the need for such housing is ineligible for support with SLFRF funds.



Assistance to Small Businesses

Small businesses have faced widespread challenges due to the pandemic, including periods of shutdown, declines in revenue, or increased costs. The final rule provides many tools for recipients to respond to the impacts of the pandemic on small businesses, or disproportionate impacts on businesses where pre-existing disparities like lack of access to capital compounded the pandemic's effects.

Small businesses eligible for assistance are those that experienced negative economic impacts or disproportionate impacts of the pandemic and meet the definition of "small business," specifically:

- Have no more than 500 employees, or if applicable, the size standard in number of employees
 <u>established</u> by the Administrator of the Small Business Administration for the industry in which
 the business concern or organization operates, and
- 2. Are a small business concern as defined in section 3 of the Small Business Act⁸ (which includes, among other requirements, that the business is independently owned and operated and is not dominant in its field of operation).

Impacted Small Businesses

Recipients can identify small businesses impacted by the pandemic, and measures to respond, in many ways; for example, recipients could consider:

- √ Decreased revenue or gross receipts
- √ Financial insecurity
- √ Increased costs

- √ Capacity to weather financial hardship
- √ Challenges covering payroll, rent or mortgage, and other operating costs

Assistance to small businesses that experienced negative economic impacts includes the following enumerated uses:

- ✓ Loans or grants to mitigate financial hardship, such as by supporting payroll and benefits, costs to retain employees, and mortgage, rent, utility, and other operating costs
- √ Technical assistance, counseling, or other services to support business planning

Disproportionately Impacted Small Businesses

Treasury presumes that the following small businesses are disproportionately impacted by the pandemic:

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

^{8 15} U.S.C. 632.



- ✓ Small businesses operating in Qualified Census Tracts
- √ Small businesses operated by Tribal governments or on Tribal lands
- √ Small businesses operating in the U.S. territories

Assistance to disproportionately impacted small businesses includes the following enumerated uses, which have been expanded under the final rule:

- √ Rehabilitation of commercial properties, storefront improvements & façade improvements
- √ Technical assistance, business incubators & grants for start-up or expansion costs for small businesses
- √ Support for microbusinesses, including financial, childcare, and transportation costs

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



Assistance to Nonprofits

Nonprofits have faced significant challenges due to the pandemic's increased demand for services and changing operational needs, as well as declines in revenue sources such as donations and fees. Nonprofits eligible for assistance are those that experienced negative economic impacts or disproportionate impacts of the pandemic and meet the definition of "nonprofit"—specifically those that are 501(c)(3) or 501(c)(19) tax-exempt organizations.

Impacted Nonprofits

Recipients can identify nonprofits impacted by the pandemic, and measures to respond, in many ways; for example, recipients could consider:

- ✓ Decreased revenue (e.g., from donations and fees)
- Financial insecurity
- ✓ Increased costs (e.g., uncompensated increases in service need)
- ✓ Capacity to weather financial hardship
- Challenges covering payroll, rent or mortgage, and other operating costs

Assistance to nonprofits that experienced negative economic impacts includes the following enumerated uses:

- ✓ Loans or grants to mitigate financial hardship
- Technical or in-kind assistance or other services that mitigate negative economic impacts of the pandemic

Disproportionately Impacted Nonprofits

Treasury presumes that the following nonprofits are disproportionately impacted by the pandemic:

- Tracts
- Nonprofits operating in Qualified Census ✓ Nonprofits operating in the U.S. territories
- Nonprofits operated by Tribal governments or on Tribal lands

Recipients may identify appropriate responses that are related and reasonably proportional to addressing these disproportionate impacts.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



Aid to Impacted Industries

Recipients may use SLFRF funding to provide aid to industries impacted by the COVID-19 pandemic. Recipients should first designate an impacted industry and then provide aid to address the impacted industry's negative economic impact.

This sub-category of eligible uses does not separately identify disproportionate impacts and corresponding responsive services.

- 1. Designating an impacted industry. There are two main ways an industry can be designated as "impacted."
 - If the industry is in the travel, tourism, or hospitality sectors (including Tribal development districts), the industry is impacted.
 - 2. If the industry is outside the travel, tourism, or hospitality sectors, the industry is impacted if:
 - a. The industry experienced at least 8 percent employment loss from pre-pandemic levels, 9 or
 - b. The industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries as of the date of the final rule, based on the totality of economic indicators or qualitative data (if quantitative data is unavailable), and if the impacts were generally due to the COVID-19 public health emergency.

Recipients have flexibility to define industries broadly or narrowly, but Treasury encourages recipients to define narrow and discrete industries eligible for aid. State and territory recipients also have flexibility to define the industries with greater geographic precision; for example, a state may identify a particular industry in a certain region of a state as impacted.

2. Providing eligible aid to the impacted industry. Aid may only be provided to support businesses, attractions, and Tribal development districts operating prior to the pandemic and affected by required closures and other efforts to contain the pandemic. Further, aid should be generally broadly available to all businesses within the impacted industry to avoid potential conflicts of interest, and Treasury encourages aid to be first used for operational expenses, such as payroll, before being used on other types of costs.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

⁹ Specifically, a recipient should compare the percent change in the number of employees of the recipient's identified industry and the national Leisure & Hospitality sector in the three months before the pandemic's most severe impacts began (a straight three-month average of seasonally-adjusted employment data from December 2019, January 2020, and February 2020) with the latest data as of the final rule (a straight three-month average of seasonally-adjusted employment data from September 2021, October 2021, and November 2021). For parity and simplicity, smaller recipients without employment data that measure industries in their specific jurisdiction may use data available for a broader unit of government for this calculation (e.g., a county may use data from the state in which it is located; a city may use data for the county, if available, or state in which it is located) solely for purposes of determining whether a particular industry is an impacted industry.



Treasury recognizes the enumerated projects below as eligible responses to impacted industries.

- Aid to mitigate financial hardship, such as supporting payroll costs, lost pay and benefits for returning employees, support of operations and maintenance of existing equipment and facilities
- Technical assistance, counseling, or other services to support business planning
- ✓ COVID-19 mitigation and infection prevention measures (see section Public Health)

As with all eligible uses, recipients may pursue a project not listed above by undergoing the steps outlined in the section Framework for Eligible Uses Beyond Those Enumerated.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



PUBLIC SECTOR CAPACITY

Recipients may use SLFRF funding to restore and bolster public sector capacity, which supports government's ability to deliver critical COVID-19 services. There are three main categories of eligible uses to bolster public sector capacity and workforce: Public Safety, Public Health, and Human Services Staff; Government Employment and Rehiring Public Sector Staff; and Effective Service Delivery.

Public Safety, Public Health, and Human Services Staff

SLFRF funding may be used for payroll and covered benefits for public safety, public health, health care, human services and similar employees of a recipient government, for the portion of the employee's time spent responding to COVID-19. Recipients should follow the steps below.

1. Identify eligible public safety, public health, and human services staff. Public safety staff include:

- Police officers (including state police officers)
- ✓ Sheriffs and deputy sheriffs
- ✓ Firefighters
- Emergency medical responders
- ✓ Correctional and detention officers
- Dispatchers and supervisor personnel that directly support public safety staff

Public health staff include:

- Employees involved in providing medical and other physical or mental health services to patients and supervisory personnel, including medical staff assigned to schools, prisons, and other such institutions
- Laboratory technicians, medical examiners, morgue staff, and other support services essential for patient care
- Employees of public health departments directly engaged in public health matters and related supervisory personnel

Human services staff include:

- Employees providing or administering social services and public benefits
- ✓ Child welfare services employees
- ✓ Child, elder, or family care employees

2. Assess portion of time spent on COVID-19 response for eligible staff.

Recipients can use a variety of methods to assess the share of an employees' time spent responding to COVID-19, including using reasonable estimates—such as estimating the share of time based on discussions with staff and applying that share to all employees in that position.

For administrative convenience, recipients can consider public health and safety employees entirely devoted to responding to COVID-19 (and their payroll and benefits fully covered by SLFRF) if the

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



employee, or his or her operating unit or division, is "primarily dedicated" to responding to COVID-19. Primarily dedicated means that more than half of the employee, unit, or division's time is dedicated to responding to COVID-19.

Recipients must periodically reassess their determination and maintain records to support their assessment, although recipients do not need to track staff hours.

 Use SLFRF funding for payroll and covered benefits for the portion of eligible staff time spent on COVID-19 response. SLFRF funding may be used for payroll and covered benefits for the portion of the employees' time spent on COVID-19 response, as calculated above, through the period of performance.

Government Employment and Rehiring Public Sector Staff

Under the increased flexibility of the final rule, SLFRF funding may be used to support a broader set of uses to restore and support public sector employment. Eligible uses include hiring up to a pre-pandemic baseline that is adjusted for historic underinvestment in the public sector, providing additional funds for employees who experienced pay cuts or were furloughed, avoiding layoffs, providing worker retention incentives, and paying for ancillary administrative costs related to hiring, support, and retention.

- Restoring pre-pandemic employment. Recipients have two options to restore pre-pandemic
 employment, depending on the recipient's needs.
 - If the recipient simply wants to hire back employees for pre-pandemic positions: Recipients
 may use SLFRF funds to hire employees for the same positions that existed on January 27,
 2020 but that were unfilled or eliminated as of March 3, 2021. Recipients may use SLFRF
 funds to cover payroll and covered benefits for such positions through the period of
 performance.
 - If the recipient wants to hire above the pre-pandemic baseline and/or would like to have flexibility in positions: Recipients may use SLFRF funds to pay for payroll and covered benefits associated with the recipient increasing its number of budgeted FTEs up to 7.5 percent above its pre-pandemic baseline. Specifically, recipients should undergo the following steps:
 - a. Identify the recipient's budgeted FTE level on January 27, 2020. This includes all budgeted positions, filled and unfilled. This is called the *pre-pandemic baseline*.
 - b. Multiply the pre-pandemic baseline by 1.075. This is called the *adjusted pre-pandemic baseline*.
 - c. Identify the recipient's budgeted FTE level on March 3, 2021, which is the beginning of the period of performance for SLFRF funds. Recipients may, but are not required to, exclude the number of FTEs dedicated to responding to the COVID-19 public health emergency. This is called the actual number of FTEs.
 - d. Subtract the *actual number of FTEs* from the *adjusted pre-pandemic baseline* to calculate the number of FTEs that can be covered by SLFRF funds. Recipients do not have to hire for the same roles that existed pre-pandemic.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



Recipients may use SLFRF funds to cover payroll and covered benefits through the period of performance; these employees must have begun their employment on or after March 3, 2021. Recipients may only use SLFRF funds for additional FTEs hired over the March 3, 2021 level (i.e., the *actual number of FTEs*).

- Supporting and retaining public sector workers. Recipients can also use funds in other ways
 that support the public sector workforce.¹⁰ These include:
 - Providing additional funding for employees who experienced pay reductions or were furloughed since the onset of the pandemic, up to the difference in the employee's pay, taking into account unemployment benefits received.
 - Maintaining current compensation levels to prevent layoffs. SLFRF funds may be used to maintain current compensation levels, with adjustments for inflation, in order to prevent layoffs that would otherwise be necessary.
 - Providing worker retention incentives, including reasonable increases in compensation to persuade employees to remain with the employer as compared to other employment options. Retention incentives must be entirely additive to an employee's regular compensation, narrowly tailored to need, and should not exceed incentives traditionally offered by the recipient or compensation that alternative employers may offer to compete for the employees. Treasury presumes that retention incentives that are less than 25 percent of the rate of base pay for an individual employee or 10 percent for a group or category of employees are reasonably proportional to the need to retain employees, as long as other requirements are met.
- Covering administrative costs associated with administering the hiring, support, and retention programs above.

Effective Service Delivery

SLFRF funding may be used to improve the efficacy of public health and economic programs through tools like program evaluation, data, and outreach, as well as to address administrative needs caused or exacerbated by the pandemic. Eligible uses include:

• Supporting program evaluation, data, and outreach through:

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

¹⁰ Recipients should be able to substantiate that these uses of funds are substantially due to the public health emergency or its negative economic impacts (e.g., fiscal pressures on state and local budgets) and respond to its impacts. See the final rule for details on these uses



U.S. DEPARTMENT OF THE TREASURY

- Program evaluation and evidence resources
- Data analysis resources to gather, assess, share, and use data
- Technology infrastructure to improve access to and the user experience of government IT systems, as well as technology improvements to increase public access and delivery of government programs and services
- Community outreach and engagement activities
- Capacity building resources to support using data and evidence, including hiring staff, consultants, or technical assistance support

• Addressing administrative needs, including:

- Administrative costs for programs responding to the public health emergency and its economic impacts, including non-SLFRF and non-federally funded programs
- ✓ Address administrative needs caused or exacerbated by the pandemic, including addressing backlogs caused by shutdowns, increased repair or maintenance needs, and technology infrastructure to adapt government operations to the pandemic (e.g., video-conferencing software, data and case management systems)

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



CAPITAL EXPENDITURES

As described above, the final rule clarifies that recipients may use funds for programs, services, and capital expenditures that respond to the public health and negative economic impacts of the pandemic. Any use of funds in this category for a capital expenditure must comply with the capital expenditure requirements, in addition to other standards for uses of funds.

Capital expenditures are subject to the same eligibility standard as other eligible uses to respond to the pandemic's public health and economic impacts; specifically, they must be related and reasonably proportional to the pandemic impact identified and reasonably designed to benefit the impacted population or class.

For ease of administration, the final rule identifies enumerated types of capital expenditures that Treasury has identified as responding to the pandemic's impacts; these are listed in the applicable subcategory of eligible uses (e.g., public health, assistance to households, etc.). Recipients may also identify other responsive capital expenditures. Similar to other eligible uses in the SLFRF program, no preapproval is required for capital expenditures.

To guide recipients' analysis of whether a capital expenditure meets the eligibility standard, recipients (with the exception of Tribal governments) must complete and meet the requirements of a written justification for capital expenditures equal to or greater than \$1 million. For large-scale capital expenditures, which have high costs and may require an extended length of time to complete, as well as most capital expenditures for non-enumerated uses of funds, Treasury requires recipients to submit their written justification as part of regular reporting. Specifically:

If a project has total capital expenditures of	and the use is enumerated by Treasury as eligible, then	and the use is beyond those enumerated by Treasury as eligible, then	
Less than \$1 million	No Written Justification required	No Written Justification required	
Greater than or equal to \$1 million, but less than \$10 million	Written Justification required but recipients are not required to submit as part of regular reporting to Treasury	Written Justification required and recipients must submit as part of regular	
\$10 million or more	Written Justification required and recipients must submit as part of regular reporting to Treasury	reporting to Treasury	

A Written Justification includes:

Description of the harm or need to be addressed. Recipients should provide a description of the
specific harm or need to be addressed and why the harm was exacerbated or caused by the
public health emergency. Recipients may provide quantitative information on the extent and the
type of harm, such as the number of individuals or entities affected.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



- Explanation of why a capital expenditure is appropriate. For example, recipients should include
 an explanation of why existing equipment and facilities, or policy changes or additional funding
 to pertinent programs or services, would be inadequate.
- Comparison of proposed capital project against at least two alternative capital expenditures and
 demonstration of why the proposed capital expenditure is superior. Recipients should consider
 the effectiveness of the capital expenditure in addressing the harm identified and the expected
 total cost (including pre-development costs) against at least two alternative capital
 expenditures.

Where relevant, recipients should consider the alternatives of improving existing capital assets already owned or leasing other capital assets.

Treasury presumes that the following capital projects are generally ineligible:

- Construction of new correctional facilities as a response to an increase in rate of crime
- Construction of new congregate facilities to decrease spread of COVID-19 in the facility
- Construction of convention centers, stadiums, or other large capital projects intended for general economic development or to aid impacted industries

In undertaking capital expenditures, Treasury encourages recipients to adhere to strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions. Treasury also encourages recipients to prioritize in their procurements employers with high labor standards and to prioritize employers without recent violations of federal and state labor and employment laws.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



FRAMEWORK FOR ELIGIBLE USES BEYOND THOSE ENUMERATED

As described above, recipients have broad flexibility to identify and respond to other pandemic impacts and serve other populations that experienced pandemic impacts, beyond the enumerated uses and presumed eligible populations. Recipients should undergo the following steps to decide whether their project is eligible:

Step	Identify COVID-19 public health or economic impact	2. Design a response that addresses or responds to the impact
Analysis	Can identify impact to a specific household, business or nonprofit or to a class of households, businesses or nonprofits (i.e., group) Can also identify disproportionate impacts, or more severe impacts, to a specific beneficiary or to a class	Types of responses can include a program, service, or capital expenditure Response should be related and reasonably proportional to the harm Response should also be reasonably designed to benefit impacted individual or class

- 1. Identify a COVID-19 public health or negative economic impact on an individual or a class.

 Recipients should identify an individual or class that is "impacted" or "disproportionately impacted" by the COVID-19 public health emergency or its negative economic impacts as well as the specific impact itself.
 - "Impacted" entities are those impacted by the disease itself or the harmful
 consequences of the economic disruptions resulting from or exacerbated by the COVID19 public health emergency. For example, an individual who lost their job or a small
 business that saw lower revenue during a period of closure would both have
 experienced impacts of the pandemic.
 - "Disproportionately impacted" entities are those that experienced disproportionate
 public health or economic outcomes from the pandemic; Treasury recognizes that preexisting disparities, in many cases, amplified the impacts of the pandemic, causing more
 severe impacts in underserved communities. For example, a household living in a
 neighborhood with limited access to medical care and healthy foods may have faced
 health disparities before the pandemic, like a higher rate of chronic health conditions,
 that contributed to more severe health outcomes during the COVID-19 pandemic.

The recipient may choose to identify these impacts at either the individual level or at a class level. If the recipient is identifying impacts at the individual level, they should retain documentation supporting the impact the individual experienced (e.g., documentation of lost revenues from a small business). Such documentation can be streamlined in many cases (e.g., self-attestation that a household requires food assistance).

Recipients also have broad flexibility to identify a "class" – or a group of households, small businesses, or nonprofits – that experienced an impact. In these cases, the recipients should

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



first identify the class and the impact that it faced. Then, recipients only need to document that the individuals served fall within that class; recipients do not need to document a specific impact to each individual served. For example, a recipient could identify that restaurants in the downtown area faced substantial declines in revenue due to decreased foot traffic from workers; the recipient could develop a program to respond to the impact on that class and only needs to document that the businesses being served are restaurants in the downtown area.

Recipients should keep the following considerations in mind when designating a class:

- There should be a relationship between the definition of the class and the proposed response. Larger and less-specific classes are less likely to have experienced similar harms, which may make it more difficult to design a response that appropriately responds to those harms.
- Classes may be determined on a population basis or on a geographic basis, and the
 response should be appropriately matched. For example, a response might be designed
 to provide childcare to single parents, regardless of which neighborhood they live in, or
 a response might provide a park to improve the health of a disproportionately impacted
 neighborhood.
- Recipients may designate classes that experienced disproportionate impact, by
 assessing the impacts of the pandemic and finding that some populations experienced
 meaningfully more severe impacts than the general public. To determine these
 disproportionate impacts, recipients:
 - May designate classes based on academic research or government research publications (such as the citations provided in the supplementary information in the final rule), through analysis of their own data, or through analysis of other existing data sources.
 - May also consider qualitative research and sources to augment their analysis, or when quantitative data is not readily available. Such sources might include resident interviews or feedback from relevant state and local agencies, such as public health departments or social services departments.
 - Should consider the quality of the research, data, and applicability of analysis to their determination in all cases.
- Some of the enumerated uses may also be appropriate responses to the impacts
 experienced by other classes of beneficiaries. It is permissible for recipients to provide
 these services to other classes, so long as the recipient determines that the response is
 also appropriate for those groups.
- Recipients may designate a class based on income level, including at levels higher than
 the final rule definition of "low- and moderate-income." For example, a recipient may
 identify that households in their community with incomes above the final rule threshold
 for low-income nevertheless experienced disproportionate impacts from the pandemic
 and provide responsive services.
- 2. Design a response that addresses or responds to the impact. Programs, services, and other interventions must be reasonably designed to benefit the individual or class that experienced

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



the impact. They must also be related and reasonably proportional to the extent and type of impact experienced. For example, uses that bear no relation or are grossly disproportionate to the type or extent of the impact would not be eligible.

"Reasonably proportional" refers to the scale of the response compared to the scale of the harm, as well as the targeting of the response to beneficiaries compared to the amount of harm they experienced; for example, it may not be reasonably proportional for a cash assistance program to provide a very small amount of aid to a group that experienced severe harm and a much larger amount to a group that experienced relatively little harm. Recipients should consider relevant factors about the harm identified and the response to evaluate whether the response is reasonably proportional. For example, recipients may consider the size of the population impacted and the severity, type, and duration of the impact. Recipients may also consider the efficacy, cost, cost-effectiveness, and time to delivery of the response.

For disproportionately impacted communities, recipients may design interventions that address broader pre-existing disparities that contributed to more severe health and economic outcomes during the pandemic, such as disproportionate gaps in access to health care or pre-existing disparities in educational outcomes that have been exacerbated by the pandemic.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



Premium Pay

The Coronavirus State and Local Fiscal Recovery Funds may be used to provide premium pay to eligible workers performing essential work during the pandemic. Premium pay may be awarded to eligible workers up to \$13 per hour. Premium pay must be in addition to wages or remuneration (i.e., compensation) the eligible worker otherwise receives. Premium pay may not exceed \$25,000 for any single worker during the program.

Recipients should undergo the following steps to provide premium pay to eligible workers.

- Identify an "eligible" worker. Eligible workers include workers "needed to maintain continuity
 of operations of essential critical infrastructure sectors." These sectors and occupations are
 eligible:
 - √ Health care
 - Emergency response
 - ✓ Sanitation, disinfection & cleaning
 - ✓ Maintenance
 - Grocery stores, restaurants, food production, and food delivery
 - ✓ Pharmacy
 - ✓ Biomedical research
 - ✓ Behavioral health
 - ✓ Medical testing and diagnostics
 - Home and community-based health care or assistance with activities of daily living
 - √ Family or child care
 - ✓ Social services
 - ✓ Public health
 - Mortuary
 - Critical clinical research, development, and testing necessary for COVID-19 response

- State, local, or Tribal government workforce
- Workers providing vital services to Tribes
- Educational, school nutrition, and other work required to operate a school facility
- ✓ Laundry
- ✓ Elections
- Solid waste or hazardous materials management, response, and cleanup
- Work requiring physical interaction with patients
- ✓ Dental care
- Transportation and warehousing
- Hotel and commercial lodging facilities that are used for COVID-19 mitigation and containment

Beyond this list, the chief executive (or equivalent) of a recipient government may designate additional non-public sectors as critical so long as doing so is necessary to protecting the health and wellbeing of the residents of such jurisdictions.

- 2. Verify that the eligible worker performs "essential work," meaning work that:
 - Is not performed while teleworking from a residence; and
 - Involves either:
 - a. regular, in-person interactions with patients, the public, or coworkers of the individual that is performing the work; or
 - b. regular physical handling of items that were handled by, or are to be handled by, patients, the public, or coworkers of the individual that is performing the work.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



- 3. Confirm that the premium pay "responds to" workers performing essential work during the COVID-19 public health emergency. Under the final rule, which broadened the share of eligible workers who can receive premium pay without a written justification, recipients may meet this requirement in one of three ways:
 - Eligible worker receiving premium pay is earning (with the premium included) at or below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics' <u>Occupational Employment and Wage Statistics</u>, whichever is higher, on an annual basis; or
 - Eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions; or
 - If a worker does not meet either of the above requirements, the recipient must submit
 written justification to Treasury detailing how the premium pay is otherwise responsive to
 workers performing essential work during the public health emergency. This may include a
 description of the essential worker's duties, health, or financial risks faced due to COVID-19,
 and why the recipient determined that the premium pay was responsive. Treasury
 anticipates that recipients will easily be able to satisfy the justification requirement for
 front-line workers, like nurses and hospital staff.

Premium pay may be awarded in installments or lump sums (e.g., monthly, quarterly, etc.) and may be awarded to hourly, part-time, or salaried or non-hourly workers. Premium pay must be paid in addition to wages already received and may be paid retrospectively. A recipient may not use SLFRF to merely reimburse itself for premium pay or hazard pay already received by the worker, and premium pay may not be paid to volunteers.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



Water & Sewer Infrastructure

The Coronavirus State and Local Fiscal Recovery Funds may be used to make necessary investments in water and sewer infrastructure. State, local, and Tribal governments have a tremendous need to address the consequences of deferred maintenance in drinking water systems and removal, management, and treatment of sewage and stormwater, along with additional resiliency measures needed to adapt to climate change.

Recipients may undertake the eligible projects below:

PROJECTS ELIGIBLE UNDER EPA'S CLEAN WATER STATE REVOLVING FUND (CWSRF)

Eligible projects under the CWSRF, and the final rule, include:

- Construction of publicly owned treatment works
- Projects pursuant to implementation of a nonpoint source pollution management program established under the Clean Water Act (CWA)
- Decentralized wastewater treatment systems that treat municipal wastewater or domestic sewage
- Management and treatment of stormwater or subsurface drainage water
- ✓ Water conservation, efficiency, or reuse measures

- Development and implementation of a conservation and management plan under the CWA
- Watershed projects meeting the criteria set forth in the CWA
- Energy consumption reduction for publicly owned treatment works
- Reuse or recycling of wastewater, stormwater, or subsurface drainage
- Security of publicly owned treatment works

Treasury encourages recipients to review the EPA handbook for the <u>CWSRF</u> for a full list of eligibilities.

PROJECTS ELIGIBLE UNDER EPA'S DRINKING WATER STATE REVOLVING FUND (DWSRF)

Eligible drinking water projects under the DWSRF, and the final rule, include:

- Facilities to improve drinking water quality
- ✓ Transmission and distribution, including improvements of water pressure or prevention of contamination in infrastructure and lead service line replacements
- New sources to replace contaminated drinking water or increase drought resilience, including aquifer storage and recovery system for water storage
- Green infrastructure, including green roofs, rainwater harvesting collection, permeable pavement
- Storage of drinking water, such as to prevent contaminants or equalize water demands
- Purchase of water systems and interconnection of systems
- New community water systems

Treasury encourages recipients to review the EPA handbook for the <u>DWSRF</u> for a full list of eligibilities.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



ADDITIONAL ELIGIBLE PROJECTS

With broadened eligibility under the final rule, SLFRF funds may be used to fund additional types of projects— such as additional stormwater infrastructure, residential wells, lead remediation, and certain rehabilitations of dams and reservoirs— beyond the CWSRF and DWSRF, if they are found to be "necessary" according to the definition provided in the final rule and outlined below.

- Culvert repair, resizing, and removal, replacement of storm sewers, and additional types of stormwater infrastructure
- Infrastructure to improve access to safe drinking water for individual served by residential wells, including testing initiatives, and treatment/remediation strategies that address contamination
- Dam and reservoir rehabilitation if primary purpose of dam or reservoir is for drinking water supply and project is necessary for provision of drinking water
- ✓ Broad set of lead remediation projects eligible under EPA grant programs authorized by the Water Infrastructure Improvements for the Nation (WIIN) Act, such as lead testing, installation of corrosion control treatment, lead service line replacement, as well as water quality testing, compliance monitoring, and remediation activities, including replacement of internal plumbing and faucets and fixtures in schools and childcare facilities

A "necessary" investment in infrastructure must be:

- (1) responsive to an identified need to achieve or maintain an adequate minimum level of service, which may include a reasonable projection of increased need, whether due to population growth or otherwise.
- (2) a cost-effective means for meeting that need, taking into account available alternatives, and
- (3) for investments in infrastructure that supply drinking water in order to meet projected population growth, projected to be sustainable over its estimated useful life.

Please note that DWSRF and CWSRF-eligible projects are generally presumed to be necessary investments. Additional eligible projects generally must be responsive to an identified need to achieve or maintain an adequate minimum level of service. Recipients are only required to assess cost-effectiveness of projects for the creation of new drinking water systems, dam and reservoir rehabilitation projects, or projects for the extension of drinking water service to meet population growth needs. Recipients should review the supplementary information to the final rule for more details on requirements applicable to each type of investment.

APPLICABLE STANDARDS & REQUIREMENTS

Treasury encourages recipients to adhere to strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions. Treasury also encourages recipients to prioritize in their procurements employers with high labor standards and to prioritize employers without recent violations of federal and state labor and employment laws.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



Broadband Infrastructure

The Coronavirus State and Local Fiscal Recovery Funds may be used to make necessary investments in broadband infrastructure, which has been shown to be critical for work, education, healthcare, and civic participation during the public health emergency. The final rule broadens the set of eligible broadband infrastructure investments that recipients may undertake.

Recipients may pursue investments in broadband infrastructure meeting technical standards detailed below, as well as an expanded set of cybersecurity investments.

BROADBAND INFRASTRUCTURE INVESTMENTS

Recipients should adhere to the following requirements when designing a broadband infrastructure project:

- 1. Identify an eligible area for investment. Recipients are encouraged to prioritize projects that are designed to serve locations without access to reliable wireline 100/20 Mbps broadband service (meaning service that reliably provides 100 Mbps download speed and 20 Mbps upload speed through a wireline connection), but are broadly able to invest in projects designed to provide service to locations with an identified need for additional broadband investment. Recipients have broad flexibility to define need in their community. Examples of need could include:
 - Lack of access to a reliable high-speed broadband connection
- Lack of affordable broadband
- ✓ Lack of reliable service.

If recipients are considering deploying broadband to locations where there are existing and enforceable federal or state funding commitments for reliable service of at least 100/20 Mbps, recipients must ensure that SLFRF funds are designed to address an identified need for additional broadband investment that is not met by existing federal or state funding commitments. Recipients must also ensure that SLFRF funds will not be used for costs that will be reimbursed by the other federal or state funding streams.

2. Design project to meet high-speed technical standards. Recipients are required to design projects to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds. In cases where it is not practicable, because of the excessive cost of the project or geography or topography of the area to be served by the project, eligible projects may be designed to reliably meet or exceed 100/20 Mbps and be scalable to a minimum of symmetrical 100 Mbps download and upload speeds.

Treasury encourages recipients to prioritize investments in fiber-optic infrastructure wherever feasible and to focus on projects that will achieve last-mile connections. Further, Treasury encourages recipients to prioritize support for broadband networks owned, operated by, or affiliated with local governments, nonprofits, and co-operatives.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



- 3. **Require enrollment in a low-income subsidy program.** Recipients must require the service provider for a broadband project that provides service to households to either:
 - Participate in the FCC's Affordable Connectivity Program (ACP)
- Provide access to a broad-based affordability program to low-income consumers that provides benefits commensurate to ACP

Treasury encourages broadband services to also include at least one low-cost option offered without data usage caps at speeds sufficient for a household with multiple users to simultaneously telework and engage in remote learning. Recipients are also encouraged to consult with the community on affordability needs.

CYBERSECURITY INVESTMENTS

SLFRF may be used for modernization of cybersecurity for existing and new broadband infrastructure, regardless of their speed delivery standards. This includes modernization of hardware and software.

APPLICABLE STANDARDS & REQUIREMENTS

Treasury encourages recipients to adhere to strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions. Treasury also encourages recipients to prioritize in their procurements employers with high labor standards and to prioritize employers without recent violations of federal and state labor and employment laws.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



Restrictions on Use

While recipients have considerable flexibility to use Coronavirus State and Local Fiscal Recovery Funds to address the diverse needs of their communities, some restrictions on use of funds apply.

OFFSET A REDUCTION IN NET TAX REVENUE

States and territories may not use this funding to directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation, or administrative interpretation beginning on March 3, 2021, through the last day of the fiscal year in which the funds provided have been spent. If a state or territory cuts taxes during this period, it must demonstrate how it paid for the tax cuts from sources other than SLFRF, such as by enacting policies to raise other sources of revenue, by cutting spending, or through higher revenue due to economic growth. If the funds provided have been used to offset tax cuts, the amount used for this purpose must be repaid to the Treasury.

DEPOSITS INTO PENSION FUNDS

- No recipients except Tribal governments may use this funding to make a deposit to a pension
 fund. Treasury defines a "deposit" as an extraordinary contribution to a pension fund for the
 purpose of reducing an accrued, unfunded liability. While pension deposits are prohibited,
 recipients may use funds for routine payroll contributions connected to an eligible use of funds
 (e.g., for public health and safety staff). Examples of extraordinary payments include ones that:
 - Reduce a liability incurred prior to the start of the COVID-19 public health emergency and occur outside the recipient's regular timing for making the payment
- Occur at the regular time for pension contributions but is larger than a regular payment would have been

ADDITIONAL RESTRICTIONS AND REQUIREMENTS

Additional restrictions and requirements that apply across all eligible use categories include:

- No debt service or replenishing financial reserves. Since SLFRF funds are intended to be used prospectively, recipients may not use SLFRF funds for debt service or replenishing financial reserves (e.g., rainy day funds).
- No satisfaction of settlements and judgments. Satisfaction of any obligation arising under or
 pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt
 restructuring in a judicial, administrative, or regulatory proceeding is itself not an eligible use.
 However, if a settlement requires the recipient to provide services or incur other costs that are
 an eligible use of SLFRF funds, SLFRF may be used for those costs.
- Additional general restrictions. SLFRF funds may not be used for a project that conflicts with or
 contravenes the purpose of the American Rescue Plan Act statute (e.g., uses of funds that
 Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



undermine COVID-19 mitigation practices in line with CDC guidance and recommendations) and may not be used in violation of the Award Terms and Conditions or conflict of interest requirements under the Uniform Guidance. Other applicable laws and regulations, outside of SLFRF program requirements, may also apply (e.g., laws around procurement, contracting, conflicts-of-interest, environmental standards, or civil rights).

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



Program Administration

The Coronavirus State and Local Fiscal Recovery Funds final rule details a number of administrative processes and requirements, including on distribution of funds, timeline for use of funds, transfer of funds, treatment of loans, use of funds to meet non-federal match or cost-share requirements, administrative expenses, reporting on use of funds, and remediation and recoupment of funds used for ineligible purposes. This section provides a summary for the most frequently asked questions.

TIMELINE FOR USE OF FUNDS

Under the SLFRF, funds must be used for costs incurred on or after March 3, 2021. Further, costs must be obligated by December 31, 2024, and expended by December 31, 2026.

TRANSFERS

Recipients may undertake projects on their own or through subrecipients, which carry out eligible uses on behalf of a recipient, including pooling funds with other recipients or blending and braiding SLFRF funds with other sources of funds. Localities may also transfer their funds to the state through section 603(c)(4), which will decrease the locality's award and increase the state award amounts.

LOANS

Recipients may generally use SLFRF funds to provide loans for uses that are otherwise eligible, although there are special rules about how recipients should track program income depending on the length of the loan. Recipients should consult the final rule if they seek to utilize these provisions.

NON-FEDERAL MATCH OR COST-SHARE REQUIREMENTS

Funds available under the "revenue loss" eligible use category (sections 602(c)(1)(C) and 603(c)(1)(C) of the Social Security Act) generally may be used to meet the non-federal cost-share or matching requirements of other federal programs. However, note that SLFRF funds may not be used as the non-federal share for purposes of a state's Medicaid and CHIP programs because the Office of Management and Budget has approved a waiver as requested by the Centers for Medicare & Medicaid Services pursuant to 2 CFR 200.102 of the Uniform Guidance and related regulations.

SLFRF funds beyond those that are available under the revenue loss eligible use category may not be used to meet the non-federal match or cost-share requirements of other federal programs, other than as specifically provided for by statute. As an example, the Infrastructure Investment and Jobs Act provides that SLFRF funds may be used to meet the non-federal match requirements of authorized Bureau of Reclamation projects and certain broadband deployment projects. Recipients should consult the final rule for further details if they seek to utilize SLFRF funds as a match for these projects.

ADMINISTRATIVE EXPENSES

SLFRF funds may be used for direct and indirect administrative expenses involved in administering the program. For details on permissible direct and indirect administrative costs, recipients should refer to Treasury's Costs incurred for the same purpose in like circumstances must be treated consistently as either direct or indirect costs.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



REPORTING, COMPLIANCE & RECOUPMENT

Recipients are required to comply with Treasury's <u>Compliance and Reporting Guidance</u>, which includes submitting mandatory periodic reports to Treasury.

Funds used in violation of the final rule are subject to remediation and recoupment. As outlined in the final rule, Treasury may identify funds used in violation through reporting or other sources. Recipients will be provided with an initial written notice of recoupment with an opportunity to submit a request for reconsideration before Treasury provides a final notice of recoupment. If the recipient receives an initial notice of recoupment and does not submit a request for reconsideration, the initial notice will be deemed the final notice. Treasury may pursue other forms of remediation and monitoring in conjunction with, or as an alternative to, recoupment.

REVISIONS TO THE OVERVIEW OF THE FINAL RULE:

- January 18, 2022 (p. 4, p. 16): Clarification that the revenue loss standard allowance is "up to"
 \$10 million under the Replacing Lost Public Sector Revenue eligible use category; addition of
 further information on the eligibility of general infrastructure, general economic development,
 and worker development projects under the Public Health and Negative Economic Impacts
 eligible use category.
- March 17, 2022 (p. 18): Specified that provision of child nutrition programs is available to respond to impacts of the pandemic on households and communities.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit. A person making a contribution, including the contributor's spouse. "Contributor" "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district. "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item. "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	Hector Villegas
Business Name	Borderplex Community Capital
Agenda Item Type	
Relevant Department	

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any **XXXXX** City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor	1/0/28/28	
District 1		
District 2		S
District 3	138	20
District 4	1 300000	5/,//
District 5		
District 6	ARYA	
District 7		
District 8		

Hactor Villagas	
any subsequent contributions or donations prior to the relevant council meeting date.	
subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclos	зe
knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is	
Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my	

7,0000000000000000000000000000000000000	7000	
Signature:	Date	:

El Paso, TX

Legislation Text

File #: 24-1436, 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, Mirella Tamayo, (915) 212-1617 Economic and International Development, Karina Brasgalla, (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 a Resolution authorizing City Manager to sign a Chapter 380 Economic Development Program Agreement by and between the City of El Paso and Borderplex Community Capital, Inc. (BCC), a Texas non-profit organization. The purpose of this Agreement is to establish the "Frontera Future Fund," a Revolving Loan Fund for small businesses within Tax Increment Reinvestment Zone No. 5 (TIRZ #5). TIRZ #5 will provide an initial \$500,000 to establish the fund and an annual contribution of \$250,000, with the goal of reaching a total investment of \$1.5 million by 2028.

CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: October 22, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Mirella Tamayo, 915-212-1617

Karina Brasgalla, 915-212-0094

DISTRICT(S) AFFECTED: District 8

STRATEGIC GOAL: 1. Cultivate an Environment Conducive to Strong, Economic Development

SUBGOAL: 1.1 Stabilize and expand El Paso's tax base

SUBJECT:

Discussion and action on a Resolution authorizing the City Manager to sign a Chapter 380 Economic Development Program Agreement by and between the City of El Paso and Borderplex Community Capital, Inc. (BCC), a Texas non-profit organization. The purpose of this Agreement is to establish the "Frontera Future Fund," a Revolving Loan Fund for small businesses within Tax Increment Reinvestment Zone No. 5 (TIRZ #5). TIRZ #5 will provide an initial \$500,000 to establish the fund and an annual contribution of \$250,000, with the goal of reaching a total investment of \$1.5 million by 2028.

BACKGROUND / DISCUSSION:

BCC is a mission-driven nonprofit Community Development Financial Institution (CDFI) established in 2020 to address disparities in access to capital for underserved entrepreneurs in El Paso County and Far West Texas. BCC provides low-interest loans and critical financial support to nonprofits and small businesses, particularly those owned by women, veterans, and minorities. By working closely with community leaders, lending institutions, and local governments, BCC fosters a network of support that helps businesses grow and thrive

This allocation to BCC will create the Frontera Future Fund, which offers small business loans of up to \$100,000 with a maximum interest rate of 18% to businesses within the TIRZ #5 boundaries. By providing accessible, low-cost financing, this revolving loan program empowers small businesses to launch, grow, or stabilize their operations. As businesses repay their loans, the funds are continuously reinvested, creating a sustainable source of capital for future entrepreneurs. This cycle of reinvestment amplifies the fund's impact, fostering ongoing business development and strengthening the community's economic resilience.

PRIOR COUNCIL ACTION:

Ν/Δ

AMOUNT AND SOURCE OF FUNDING:

\$500,000 and \$250,000 annually thereafter via Tax Increment Reinvestment Zone No. 5 Fund

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Economic and International Development

DEPARTMENT HEAD:

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

Revised 04/09/2021 857

RESOLUTION

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, the City Council identified that 100% of the City's portion of the property tax increment collected on real property located within this Zone would be contributed to the Zone's Tax Increment Financing Fund (the "TIF Fund"); and

WHEREAS, on July 12, 2024, the City Council adopted a Project and Financing Plan for the Zone (the "Plan"), as required by Section 311.011(a) of the Act which identifies eligible project costs of the TIF Fund; and

WHEREAS, Section 311.010(b) of the Act allows the use of revenue in the TIF Fund to pay any project costs that benefit the reinvestment zone, including economic development grants; and

WHEREAS, the Board held a public hearing on September 4, 2024 and recommended approval of the funding request; and

WHEREAS, Borderplex Community Capital (BCC) is a mission-driven nonprofit Community Development Financial Institution (CDFI) established in 2020 to address disparities in access to capital for underserved entrepreneurs in El Paso County and Far West Texas; and,

WHEREAS, BCC provides low-interest loans and critical financial support to nonprofits and small businesses, particularly those owned by women, veterans, and minorities; and,

WHEREAS, BCC will establish the Frontera Future Fund, which offers small business loans of up to \$100,000 with a maximum interest rate of 18% to businesses within the Zone; and,

WHEREAS, the revolving loan program will empower small businesses to launch, grow, or stabilize their operations; and,

WHEREAS, as businesses repay their loans, the funds will be continuously reinvested to create a sustainable source of capital for future entrepreneurs,

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

That the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between the CITY OF EL PASO (the "City") and BORDERPLEX COMMUNITY CAPITAL, INC. (the "Applicant"), a 501 (c) (3) tax-exempt, non-profit

corporation authorized to do business in Texas. The purpose of this Agreement is to provide an incentive to the Applicant to invest in its Revolving Loan Program, the "Frontera Future Fund." The City will contribute \$500,000 to establish the Revolving Loan Fund for small businesses within Tax Increment Reinvestment Zone No. 5. Additionally, the City will provide continued support through an annual contribution of \$250,000, with the goal of reaching a total investment of \$1.5 million by 2028.

A	PPROVED THIS	DAY OF _	2024.
			CITY OF EL PASO:
			Oscar Leeser Mayor
ATTEST:			
Laura D. Prine City Clerk			
APPROVED AS TO FO	DRM:		APPROVED AS TO CONTENT:
			HARY
Juan S. Gonzalez			Karina Brasgalla, Interim Director
Senior Assistant City A	Attorney		Economic & International Development

STATE OF TEXAS) CHAPTER 380 ECONOMIC DEVELOPMENT) PROGRAM AGREEMENT COUNTY OF EL PASO)

This Chapter 380 Economic Development Program Agreement ("Agreement") is made and entered into by and between the CITY OF EL PASO, TEXAS ("City"), a Texas home-rule municipal corporation, and BORDERPLEX COMMUNITY CAPITAL, INC., a 501(c)(3) non-profit organization ("BCC" or "Applicant") for the purposes and considerations stated below:

WHEREAS, the Applicant desires to enter into this Agreement pursuant to Chapter 380 of the Texas Local Government Code ("Chapter 380") and the Texas Constitution Article III, Section 52-a; and

WHEREAS, the City has the authority under Chapter 380 to make loans or grants of public funds, as a governmental function, for the purposes of promoting economic development and stimulating business and commercial activity for the general public within and around the City of El Paso, Texas; and

WHEREAS, the City desires to provide, pursuant to Chapter 380, an incentive to the Applicant to establish the Applicant's Revolving Loan Program, titled "Frontera Future Fund", to serve the public purpose of promoting economic development and enhancing business and commercial activity within the City of El Paso's Tax Increment Reinvestment Zone No. 5 ("TIRZ 5"); and

WHEREAS, the Applicant's "Frontera Future Fund" services being located in El Paso, Texas will likely encourage increased economic development in the City, provide increases in the City's property tax revenues, and improve the City's ability to provide for the health, safety, and welfare of the general public within and around El Paso, Texas; and

WHEREAS, the City has determined and hereby finds that this Agreement embodies an eligible *program* and promotes economic development in and around El Paso, Texas and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and furthermore, is in the best interests of the City and Applicant.

NOW, **THEREFORE**, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- **A. Agreement**. The word *Agreement* means this Chapter 380 Economic Development Program Agreement, together with all exhibit(s) attached to this Agreement.
- **B.** Applicant. The word *Applicant* means Borderplex Community Capital, a 501(c)(3) non-profit organization.

- **C. City**. The word *City* means the City of El Paso, Texas.
- **D.** Effective Date. This phrase means the date the El Paso City Council approves the Agreement.
- **E.** Event of Default. This phrase shall have the meaning set forth in Section 5 hereof.
- **F. Event of Non-appropriation**. The phrase means the failure of the City to appropriate for any Fiscal Year, sufficient funds to pay the Grant payment. or the reduction of any previously appropriated money below the amount necessary to permit the City to pay the Grant payments from lawfully available funds.
- **G. Grant**. The word *Grant* means a payment on an annual basis to the Applicant under the terms of this Agreement and payable from the City's TIRZ 5 fund. The maximum payment amounts shall not exceed \$250,000 during the five-year term of this Agreement, aside from the \$500,000 seed payment in year one of this agreement. Under no circumstances shall the aggregated grant payment exceed \$1,500,000. Yearly fund allocations are subject to evaluation based on program performance.
- **H. Project**. The word *Project* means Applicant's Revolving Loan Program, titled "Frontera Future Fund", being located in El Paso, Texas as more fully described on **EXHIBIT A**.
- **I. Property.** The word *Property* means the location of the Applicant's operations, place of business and address for Notice purposes located at 333 North Oregon St., in El Paso, TX 79901 as described in **EXHIBIT A.**

SECTION 2. TERM AND GRANT PERIOD.

The Term of this Agreement shall commence on the Effective Date and shall terminate on the first to occur: (i) Five years from the Effective Date or (ii) the proper termination of this Agreement in accordance with the applicable provisions contained herein, or (iii) termination by mutual consent of the parties in writing.

SECTION 3. OBLIGATIONS OF APPLICANT.

During the term of this Agreement, the Applicant shall comply with the following terms and conditions:

A. The Administration of the Frontera Future Fund.

- 1. The Applicant shall administer business loans through the "Frontera Future Fund" over a five-year period, utilizing \$1,500,000 funded by the City.
- 2. The Applicant shall administer business loans in strict and complete accordance with the description of the loan program provided in **EXHIBIT A**.
- 3. 60 months after the Effective Date, the Applicant shall return to the City all any

remaining loan funds from the initial \$1,500,000 funds that were not distributed ("Grant Repayment Date").

B. Annual and Quarterly reporting on Frontera Future Fund.

- 1. On an annual basis, the Applicant will produce and present an Annual Report to the TIRZ 5 board to include descriptions reporting on the outcome metric items more fully described in **EXHIBIT A**. Failure of the Applicant to produce and present the Annual Report shall result in a stop on future disbursements of Grant funds.
- 2. On a quarterly basis, the Applicant shall provide documentation evidencing all loan disbursements made and report on the outcome metric items more fully described in **EXHIBIT A** to the City. If the City determines that the documentation provided by Applicant to evidence loan disbursements is not sufficient, the City may request additional documentation. If the Applicant is unable to provide evidence that the City, in its sole discretion, finds is sufficient to show loan disbursements, the City may terminate this Agreement and the City shall have all rights and remedies under the law or in equity. The Applicant's documentation and records pertaining to this Agreement shall be retained for a period of no less than 10 years. The Applicant will provide electronic copies of any/all documentation and records to the City within five working days of request by the City. Quarterly reports will be due within 60 days of the end of the respective quarter.

SECTION 4. OBLIGATIONS OF CITY.

During the term of this Agreement, and so long as an event of default has not occurred and is not continuing as set forth herein (provided, however, an event of default hereunder shall not be deemed to have occurred until after the expiration of the applicable Notice and Cure Period), the City shall comply with the following terms and conditions:

- A. The City shall advance \$500,000 to the Applicant within 30 days of the Effective Date to be utilized for the "Frontera Future Fund" program as described herein, and in **EXHIBIT A** attached. Any funds that have been disbursed and repaid shall not be subject to any recapture or reimbursement provision by this agreement. Under no circumstances shall the total aggregated payments disbursed by the City exceed \$1,500,000 over the five-year period this agreement is in effect.
 - 1. The City will distribute the \$1,500,000 as follows: An initial \$500,000 will be advanced to the Applicant for the revolving loan fund for business loans. Subsequently, the Applicant will receive an annual contribution of \$250,000 to the revolving loan fund for the next four consecutive years, contingent upon meeting all obligations set herein.

SECTION 5. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

A. Failure to administer the Revolving Loan Program in strict accordance with the terms of this Agreement and/or EXHIBIT A. The Applicant's failure to cure within

- 90 days ("Cure Period") after written notice from the City describing such failure ("Notice"), shall be deemed an event of default. If such failure cannot be cured within such 90 day period in the exercise of all due diligence, but the Applicant has commenced such cure within such 90 day period and continue to thereafter diligently prosecute the cure of such failure, such actions or omissions shall not be deemed an event of default.
- **B. False Statements.** In the event the Applicant provides any written warranty, representation, or statement under this Agreement or any document(s) related hereto that is/are false or misleading in any material respect, either now or at the time made or furnished, and the Applicant fails to cure same within 30 days ("Cure Period") after written notice ("Notice") from the City shall be deemed an event of default. If such violation cannot be cured within such 30 day period in the exercise of all due diligence, but the Applicant commences such cure within such 30 day period and continuously thereafter diligently prosecutes the cure of such violation, such actions or omissions shall not be deemed an event of default. Furthermore, if the Applicant obtains actual knowledge that any previously provided warranty, representation, or statement has become materially false or misleading after the time that it was made, and the Applicant fails to provide written notice to the City of the false or misleading nature of such warranty, representation, or statement within 30 days after the Applicant learns of its false or misleading nature, such action or omission shall be deemed an event of default.
- C. Insolvency. The dissolution or termination of the Applicant's existence as a going business or concern; the Applicant's insolvency; appointment of receiver for any part of the Applicant's portion of the Property; any assignment of all or substantially all of the assets of the Applicant for the benefit of creditors of the Applicant; or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Applicant shall all be deemed events of default. However, in the case of involuntary proceedings, if such proceedings are discharged within 60 days after filing, no event of default shall be deemed to have occurred.
- **D. Other Defaults.** Failure of the Applicant or the City to comply with or to perform any other term, obligation, covenant, or condition contained in this Agreement or in any related documents, and the Applicant's or the City's failure to cure such failure within 60 days ("Cure Period") after written notice ("Notice") from the other party describing such failure, shall be deemed an event of default. If such failure cannot be cured within such 60 day period in the exercise of all due diligence, and the Applicant or the City commences such cure within such 60 day period and continuously thereafter diligently prosecute the cure of such failure, such act or omission shall not be deemed an event of default.
- **E. Failure to Cure.** If any event of default by the Applicant or the City shall occur, and after Applicant or City fails to cure the same in accordance herewith, then this Agreement may be terminated without any further action required of the Applicant or City and the Applicant's or the City's obligations end at that time. If a default has not been cured within the time stated herein, the non-defaulting party shall have all rights and remedies under the law or in equity.
- **F.** Liability. In no event will either party be liable to the other party for any indirect, special, punitive, exemplary, incidental, or consequential damages. In no event shall the

liability of either party exceed the value of Grant Payments issued hereunder. This limitation will apply regardless of whether or not the other party has been advised of the possibility of such damages.

SECTION 6. RECAPTURE OF GRANT PAYMENTS.

Should the Applicant default under Section 5 of this Agreement or any other terms of this Agreement, and provided that the cure period for such default has expired and the Applicant failed to timely cure such default, all Grants previously provided by the City pursuant to this Agreement shall be recaptured and repaid by the Applicant within 60 days from the date of such termination.

SECTION 7. TERMINATION OF AGREEMENT BY CITY WITHOUT DEFAULT OF APPLICANT.

The City may terminate this Agreement in whole or in part for its convenience and without the requirement of an event of default by the Applicant. The City retains the right to terminate this Agreement immediately if any state or federal statute, regulation, case law, or other law renders this Agreement void, illegal, or Applicant violates the same.

SECTION 8. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- **A.** Amendments. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by all parties.
- **B.** Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. and all obligations of the parties created hereunder are performable in El Paso County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of El Paso County, Texas.
- C. Assignment of Applicant's Rights. Applicant understands and agrees that the City expressly prohibits the Applicant from selling, transferring, assigning, or conveying in any way any rights to receive the Grant proceeds without the City's prior written consent. Any such attempt to sell, transfer, assign, or convey without the City's prior written consent is void and may result in the immediate termination of this Agreement, with no ability for the Applicant to cure.
- **D. Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. The individual executing this Agreement on Applicant's behalf warrants and represents that he or she has full authority to execute this Agreement and bind Applicant to the same.
- E. Confidentiality Obligations. The confidentiality records related to the City's economic development considerations and incentives provided herein will be maintained in

accordance with and subject to all applicable laws, including the Public Information Act, Chapter 552, Texas Government Code. Specifically, the City will maintain the confidentiality of any proprietary information to the extent permitted by law and agrees that, as required by the Public Information Act, it will notify the Applicant if a request relating to such proprietary information is received. The Applicant represents that it understands that the Public Information Act excepts disclosure of trade secret and confidential commercial information and that it will need to assert the proprietary interest of the Applicant as a basis for nondisclosure.

- **F.** Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute the same document.
- G. Employment of Undocumented Workers. During the term of this Agreement, the Applicant agrees not to knowingly employ any undocumented workers as defined in Texas Government Code Section 2264.00I. If convicted of a violation under 8 U.S.C. Section I324a(f), the Applicant shall repay the amount of the Grant payments received by the Applicant from the City as of the date of such violation not later than 120 days after the date Applicant is notified by the City of a violation of this section, plus interest from the date the Grant payment(s) was paid to the Applicant, at the rate of 7% per annum. The interest will accrue from the date the Grant payment(s) were paid to the Applicant until the date the reimbursement payments are repaid to the City. The City may also recover court costs and reasonable attorney's fees incurred in an action to recover the Grant payment(s) subject to repayment under this section.
- **H. Execution of Agreement.** The City Manager has received authority to execute this Agreement on behalf of the City from the City Council through approval of a resolution.
- **I. Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed beyond such party's reasonable control by reason of war, civil commotion, acts of God, severe weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was reasonably delayed.
- **J. Notices.** All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the addresses shown below. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, each party agrees to keep the other informed at all times of its current address.

The Applicant shall provide all required invoices and other required documentation to the City electronically at the following address: EDcompliance@elpasotexas.gov.

To the City: 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: Economic and International Development

P. O. Box 1890

El Paso, Texas 79950-1890

To the Applicant: Borderplex Community Capital

President And CEO 300 North Oregon El Paso, Tx. 79901

- **K. Ordinance Applicability.** The signatories hereto shall be subject to all ordinances of the City, whether now existing or in the future arising; provided, however, no ordinance shall reduce or diminish the contractual obligations contained herein. This Agreement shall confer no vested rights on the Project unless specifically enumerated herein.
- **L. Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.
- M. Governmental Function. The parties also agree that the City is entering into this Agreement as a governmental entity performing a governmental function, implementing a government grant program intended to provide a public benefit.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties her, 20	eby execute this Agreement on this	day of
	<u>CITY</u> : CITY OF EL PASO:	
	Dionne Mack City Manager	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:	
Oscar Gómez Assistant City Attorney	Karina Brasgalla, Interim Director Economic and International Development	
	LEDGMENT	
THE STATE OF TEXAS \$ \$ COUNTY OF EL PASO \$		
This instrument was acknowledged before re Dionne Mack as City Manager of the City of El P		, 20, by
	Notary Public, State of	Texas
My commission expires: /	<u>/</u>	
(Signatures continue	on the following page)	

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Borderplex Community Capital, Inc.

Title: CEO & PROSIDENT

ACKNOWLEDGEMENT

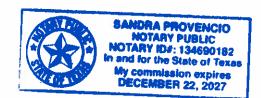
THE STATE OF TEXAS

COUNTY OF EL PASO

This instrument was acknowledged before me on this 7 day of october 2024 by Hector Villegas, as CED & President Borderplex Community Capital, Inc.

Notary Public, State of Texas

12 ,22 , 2027 My commission expires:



ATTACHMENT "A"

SCOPE OF WORK

PROGRAM NAME: "FRONTERA FUTURE FUND" REVOLVING LOAN PROGRAM

RECIPIENT:

Borderplex Community Capital, Inc. (BCC)

Hector Villegas, President & CEO, 333 North Oregon – 2nd floor, El Paso, TX 79901

Services listed in this Scope of Work (SOW) will be provided for the following period:

Service Period Start: November 1, 2024Service Period End: November 31, 2029

PROGRAM DESCRIPTION

The "Frontera Future Fund", led by BCC, will provide access to capital to small businesses within the City of El Paso's Tax Increment Reinvestment Zone 5 (TIRZ 5). This five-year program provides loans of up to \$100,000 with an interest rate cap of 18%. Loans are administered through BCC, a local Community Development Loan Fund committed to strengthening small businesses and nonprofits across the City of El Paso, El Paso County, Far West Texas, and Dona Ana County, NM.

This sustainable financing initiative aims to stimulate continued economic development and revitalization, create jobs, and foster entrepreneurial success, particularly for startups and those owned by historically underserved populations, who faces significant hurdles in obtaining capital through the traditional banking system.

Small business owners receive loans from the program to start or grow their businesses. As those loans are repaid, funds are redistributed to other businesses, again and again, creating a long-lasting impact. By accessing financial literacy, one-on-one coaching, and capital through BCC, businesses boost their ability to grow, expand, or satisfy their working capital needs.

The City of El Paso is seeding \$500,000 in a revolving loan fund from TIRZ 5 providing continued support of a \$250,000 annual contribution to reach a total of \$1,500,000 by year 2028. The program funds will be provided upfront by the City of El Paso in accordance with the timeline specified, provided that BCC produces the deliverables listed hereunder.

PROBLEM STATEMENT

El Paso, Texas, a vibrant border city, faces unique economic challenges that have been exacerbated by the past COVID-19 pandemic and recent global economic uncertainties. The city's small businesses, particularly those owned by minorities, women, and low-to-moderate income individuals, are struggling to access affordable capital necessary for growth, expansion, and recovery.

El Paso's economy, heavily reliant on cross-border trade, tourism, and small businesses, has been disproportionately impacted by the effect of the past pandemic-related border restrictions and economic slowdowns. According to the El Paso Chamber of Commerce, over 70% of businesses in the city are classified as small businesses, many of which operate in sectors hardest hit by the past pandemic, such as retail, food service, and personal services.

Furthermore, El Paso's demographic makeup presents additional challenges. With a population that is 82.9% Hispanic or Latino (U.S. Census Bureau, 2021), many business owners face language barriers and limited financial literacy, which can impede their ability to navigate complex lending processes.

Traditional financial institutions often view these small businesses as high-risk borrowers due to factors such as:

- 1. Limited credit histories or poor credit scores
- 2. Lack of substantial collateral
- 3. Inconsistent cash flow
- 4. Insufficient or not well-prepared business documentation

As a result, many El Paso small businesses are either denied loans or offered financing at prohibitively high interest rates, stifling their potential for growth and economic contribution to the community. The situation is particularly dire for minority-owned businesses, which make up a significant portion of El Paso's business landscape.

According to a 2021 report by the Federal Reserve Bank of Dallas, minority-owned firms are more likely to be denied credit and less likely to receive the full amount requested compared to white-owned firms. This disparity in access to capital perpetuates cycles of economic inequality and hinders the overall economic development of the city. Moreover, El Paso's unique position as a border city presents additional complexities. Many businesses operate in a binational context, serving customers and sourcing supplies from both the United States and Mexico. This international dynamic, while offering opportunities, also introduces challenges in terms of currency fluctuations, cross-border regulations, and supply chain vulnerabilities that require specialized financial products and support.

The lack of accessible, affordable capital for El Paso's small businesses threatens not only individual livelihoods but also the city's overall economic resilience and growth potential. Without intervention, this problem could lead to:

- 1. Increased business closures and job losses
- 2. Widening wealth gaps, particularly along racial and ethnic lines
- 3. Decreased economic diversity and innovation
- 4. Reduced tax revenue for essential city services
- 5. Diminished community vitality and social cohesion

To address these challenges, there is a critical need for local organizations like BCC that understands the unique context of El Paso's small business ecosystem. Such organizations must offer not only affordable capital but also culturally competent, bilingual support services to help business owners navigate the complexities of financing, business planning, and growth strategies in a border economy.

By providing accessible financing options and comprehensive support, BCC can empower El Paso's small businesses to recover, grow, and contribute to a more resilient and inclusive local economy.

This approach aligns with the goals of the City of El Paso to foster equitable economic recovery and build long-term economic strength in communities that have been historically underserved and disproportionately impacted by the past pandemic.

METHODOLOGY

To secure funding, BCC must ensure that applicants complete the City of El Paso's Business Climate Survey. The City will provide BCC with the survey link, which applicants are required to fill out.

1. Loan Program:

- o Limited to businesses located within the TIRZ 5 boundary within City of El Paso limits with capacity to service the loan, and in good standing with creditors.
- o Offer loans up to \$100,000, with an average estimated size around of \$50,000.
- o Provide flexible terms between 24-60 months.
- o The interest rate cap is set at 18%.
- Accessible to businesses operating in a variety of industries, including but not limited to professional, scientific, retail trade, laundry services, accommodation and food services, and technical services.
- Funds may be used for working capital, equipment, furniture, fixtures, inventory, vehicles, trailers, and any other acceptable uses as defined by BCC's Loan Policy, provided that all uses occur within the boundaries of TIRZ 5.
- o Commitment fees up to 5%.
- o Conduct thorough yet accessible application process. Spanish support will be available.
- o Up to 120-day deferral of principal and interest (P&I) upon closing of the loan may be considered based on the applicant's financials and cash flows.

2. Eligibility/Requirements:

- o Complete the Business Climate Survey
- o Business can be a start-up or an established business.
- o Employed fewer than 25 full time employees at all business locations.
- Annual gross revenues of not more than \$3 million from all business activities at all business locations.
- o Must be in good standing with creditors for at least 12 months.
- Loans are limited to businesses that are located within the City of El Paso TIRZ 5 boundary.
- Business existence will be verified using BCC existing process including business reports, entity documents verified with Secretary of State, or copies of Assumed business name filed with the County.
- Capacity to service the loan will be verified using existing BCC's practice for capacity verification.

3. Service Schedule and Locations:

- Loan applications accepted continuously through an online portal at <u>www.borderplexcommunitycapital.org</u>
- Primary location: Borderplex Community Capital, Inc. office 333 North Oregon St. 2nd floor – El Paso Texas 79901.
- o BCC's team can assist business owners in applying online or in person if needed.
- One-on-one coaching will be offered to assist applicants throughout the lending process.
- o Business support services offered Monday Friday 9am-5pm.

4. Documents:

- o Last 3 months of bank statements connected to business demonstrating expenses and revenue; business formation verification, tax returns and financial statements.
- o Application completed via **BorderplexCommunityCapital.org** website.
- o Purchase orders will be required for large assets and be paid by BCC directly with loan proceeds (vehicles, trailers, heavy machinery and equipment).

METRICS / MILESTONES

Goals and Objectives:

1. Provide low-cost financing to qualified small businesses, enabling them to enhance operations and expand their ventures.

Deliverables:

Deliverables would provide a comprehensive overview of the program's activities, impact, and financial management, justifying the reimbursement requests and demonstrating the program's progress towards its stated goals and objectives.

Reporting Metrics:

- 1. Loan disbursements and repayments: This report should include detailed information on the number and amount of loans disbursed, as well as their repayment status and rates. Reports will be submitted to the compliance team on a quarterly basis to ensure adherence. Reports may be distributed to the TIRZ 5 board on a quarterly basis. BCC will also be required to provide an annual report to the TIRZ 5 board, detailing the same metrics to ensure transparency and accountability. The report should include the following sections:
 - Loan Portfolio Overview:
 - o PAR30, PAR60, PAR90: Total dollar amounts of loans 30, 60, and 90 days past due, compared to the total loan portfolio.
 - o Collections: Total dollar amount and percentage of loans in the collection process.
 - o Charge-offs: Total dollar amount and percentage of loans charged off
 - Loan-Specific Information:
 - o Business Name
 - Business Address
 - o Business Owner(s) names
 - Veteran Status
 - Race and Ethnicity
 - Gender
 - o Loan Amount
 - Survey Completion Status

Internal Tracked Data

- 1. Loan program activity summary: Number of loan applications received, processed, approved, and denied. Total amount of funds disbursed.
- 2. Program performance: Progress towards annual loan disbursement goal, current loan repayment rate, number of jobs created or retained by businesses receiving loans.
- 3. Participant demographic data: Information on the diversity of businesses served (e.g. veterans, minority-owned, women-owned), industry, type of business formation, years/months in business, delinquency.

Method of Measuring Deliverables:

These methods will provide a more comprehensive approach to measuring and tracking the program's performance and impact. They will also help in maintaining transparency ensuring accountability and facilitating continuous improvement of the Program.

- Utilize loan management operating system (Loan Well) for tracking disbursements and repayments, number of businesses created or assisted, diversity, TA provided, etc.
- Conduct quarterly surveys of loan recipients for job data.
- Annual financial statement or tax return of participant businesses.
- Conduct annual calls with program participants to gather qualitative feedback related to the program.

BCC will provide quarterly reports on loan disbursements, job creation, and economic impacts to ensure transparency and accountability in the use of these funds.

BCC's team will assist small businesses in applying online throughout our lending operating system (Loan Well) or in person if needed. TA will be provided to support applicants during the lending process. Support in Spanish will be available.

Loss Mitigation methods:

In coordination with BCC's Loan Policy, BCC will provide information on virtual, or in-person technical assistance activities, training, and/or consultations offered in-house or through partners aimed at preventing loan defaults and mitigating losses. Some of these activities/training/consultations may include:

- 1. Early Warning Implementation:
 - o Train businesses to set up and monitor key financial indicators
 - o Implement automated alerts for missed payment deadlines
 - o Financial health check-ins to identify potential problems early
- 2. Cash Flow Management:
 - o Cash flow forecasting and management workshops
 - o Assistance in setting up cash reserves or emergency funds
 - o Strategies for managing accounts receivable and payable to optimize cash flow
- 3. Cost Reduction and Efficiency:
 - o Expense analysis and cost-cutting strategies
 - o Guidance on negotiating with suppliers and creditors

- o Identifying and eliminating non-essential expenses
- 4. Revenue Enhancement:
 - o Customer retention strategies to maintain steady income
 - o Upselling and cross-selling techniques to increase revenue from existing customers
 - Diversification strategies to create multiple income streams
- 5. Debt Restructuring Assistance:
 - o Help in negotiating with other creditors to restructure existing debts
 - Guidance on prioritizing debt payments
 - o Strategies for consolidating high-interest debts
- 6. Crisis Management Planning:
 - o Developing contingency plans for various financial scenarios
 - o Creating action plans for sudden market changes or economic downturns
- 7. Working Capital Management:
 - o Optimizing inventory levels to free up cash
 - o Improving accounts receivable collection processes
 - Managing supplier credit terms effectively
- 8. Loan Compliance Assistance:
 - o Reviews of loan covenants and requirements
 - o Guidance on maintaining compliance with loan terms
 - o Communication strategies with lenders

BCC will maintain records, including:

- Issues addressed in each session
- Action plans developed
- Follow-up activities and ongoing support provided

BCC will provide technical assistance activities/training/consultations to the specific need and situation of each borrower. If a loan under this program is deemed a loss, BCC will share with the City all relevant loss mitigation efforts provided to help prevent the loss.

Budget:

The City will distribute the \$1,500,000 as follows: An initial \$500,000 will be advanced to the Applicant for the revolving loan fund for business loans. Subsequently, the BCC will receive an annual contribution of \$250,000 to the revolving loan fund for the next four consecutive years, contingent upon meeting all obligations.

Program Budget				
Year of Program	Amount Allocated	Usage of funds		
1	\$500,000	Revolving Loan Program		
2	\$250,000	Revolving Loan Program		
3	\$250,000	Revolving Loan Program		
4	\$250,000	Revolving Loan Program		
5	\$250,000	Revolving Loan Program		
Total allocated	\$1,500,000			

ВО	RDERPLEX COMMUNITY CAPITAL, IN	C.	Metrics	
	Program Timeline			
	November 1, 2024 - October 31, 2025			
Program Quarter	Responsibilities	MONTHS	# of anticipated loans	
Q1	ï BCC will provide a quarterly report to City and TIRZ 5 board	November December January	2	
Q2	ï BCC will provide a quarterly report to City and TIRZ 5 board	February March April	2	
Q3	ï BCC will provide a quarterly report to City and TIRZ 5 board	May June July	3	
Q4	ï BCC will provide a quarterly report to City and TIRZ 5 board ï BCC will provide an annual report to City and TIRZ 5 board	August September October	3	
TOTAL for year 1				
	November 1, 2025 - October 31, 2026			
Program Quarter	Responsibilities	MONTHS	# of anticipated loans	
Q1	ï BCC will provide a quarterly report to City and TIRZ 5 board	November December January	2	
Q2	ï BCC will provide a quarterly report to City and TIRZ 5 board	February March April	1	
Q3	ï BCC will provide a quarterly report to City and TIRZ 5 board	May June July	1	
Q4	ï BCC will provide a quarterly report to City and TIRZ 5 board ï BCC will provide an annual report to City and TIRZ 5 board	August September October	1	
TOTAL for year 2			5	

	November 1, 2026 - October 31, 2027		
Program Quarter	Responsibilities	MONTHS	# of anticipated loans
Q1	ï BCC will provide a quarterly report to City and TIRZ 5 board	November December January	2
Q2	ï BCC will provide a quarterly report to City and TIRZ 5 board	February March April	1
Q3	ï BCC will provide a quarterly report to City and TIRZ 5 board	May June July	1
Q4	ï BCC will provide a quarterly report to City and TIRZ 5 board ï BCC will provide an annual report to City and TIRZ 5 board	August September October	1
TOTAL for year 3			5
J	November 1, 2027 - October 31, 2028		
Program Quarter	Responsibilities	MONTHS	# of anticipated loans
Q1	ï BCC will provide a quarterly report to City and TIRZ 5 board	November December January	1
Q2	ï BCC will provide a quarterly report to City and TIRZ 5 board	February March April	1
Q3	ï BCC will provide a quarterly report to City and TIRZ 5 board	May June July	2
Q4	ï BCC will provide a quarterly report to City and TIRZ 5 board ï BCC will provide an annual report to City and TIRZ 5 board	August September October	1
TOTAL for year 4			5

November 1, 2028 - November 30, 2029				
Program Quarter	Responsibilities	MONTHS	# of anticipated loans	
Q1	ï BCC will provide a quarterly report to City and TIRZ 5 board	November December January	1	
Q2	ï BCC will provide a quarterly report to City and TIRZ 5 board	February March April	1	
Q3	ï BCC will provide a quarterly report to City and TIRZ 5 board	May June July	2	
Q4	ï BCC will provide a quarterly report to City and TIRZ 5 board ï BCC will provide an annual report to City and TIRZ 5 board	August September October	1	
TOTAL for year 5			5	

El Paso, TX

Legislation Text

File #: 24-1434, 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, Mirella Tamayo, (915) 212-1617 Economic and International Development, Karina Brasgalla, (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 a Resolution authorizing the City Manager to execute a Subrecipient Agreement by and between the City of El Paso and Junior Achievement of the Desert Southwest, Inc. ("JA"), a Texas nonprofit organization, providing \$100,000 to JA to administer ARPA Act funds to institute the Workforce Development Pathways for Opportunity Youth Program which is designed to empower youth adults aged 16-25 with essential skills, coaching, and direct connections to potential employment opportunities.

CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: October 22, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Mirella Tamayo, 915-212-1617

Karina Brasgalla, 915-212-0094

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: 1. Cultivate an Environment Conducive to Strong, Economic Development

SUBGOAL: 1.1 Stabilize and expand El Paso's tax base

SUBJECT:

Discussion and action on a Resolution authorizing the City Manager to execute a Subrecipient Agreement by and between the City of El Paso and Junior Achievement of the Desert Southwest, Inc. ("JA"), a non-profit organization, providing \$100,000 to JA to administer ARPA Act funds to institute the *Workforce Development Pathways for Opportunity Youth Program* which is designed to empower youth adults aged 16-25 with essential skills, coaching, and direct connections to potential employment opportunities.

BACKGROUND / DISCUSSION:

The American Rescue Plan Act of 2021 (ARPA) is a \$1.9 trillion stimulus bill passed by the US Congress and signed by President Joe Biden in March of 2021. The bill was a response to the COVID-19 Pandemic and sought to speed the United States' recovery by addressing both the health and economic impacts of the pandemic. The City of El Paso received \$154,365,135 from the ARPA bill and on May 14, 2022, City Council approved the allocation of \$14M to small business recovery and relief.

JA is a mission-driven organization founded in 1919 to equip young people with the skills and knowledge needed for economic success in today's rapidly changing world. JA delivers hands-on learning experiences in financial literacy, work readiness, and entrepreneurship through a blended approach, serving students both inschool and after-school. By partnering with educators, volunteers, and community stakeholders, JA fosters an environment that empowers students to explore career opportunities, build essential life skills, and make informed academic and economic decisions. Committed to inclusivity, JA ensures all students—regardless of background—have the opportunity to realize their potential and contribute to a more equitable economy.

JA will implement the Workforce Development Pathways for Opportunity Youth designed to empower opportunity youth aged 16-25 with essential skills, coaching, and direct connections to potential employment opportunities. The program responds to the increasing demand for alternative career routes in today's dynamic educational and job market. Through a combination of personalized coaching, skill-building, and job connections, it equips participants with the resources needed for success in the modern workforce. Additionally, the initiative supports El Paso's economic development by fostering a flexible, skilled local workforce.

Partner organizations were provided Contribution and Disclosure Forms in accordance with Ordinance No. 019581.

PRIOR COUNCIL ACTION:

On May 14, 2022, City Council approved the allocation of \$14M to Small Business Recovery and Relief.

AMOUNT AND SOURCE OF FUNDING:

American Rescue Plan Act (ARPA) Funding

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___NO

PRIMARY DEPARTMENT: Economic and International Development

Revised 04/09/2021

SECONDARY DEPARTME	NI: N/A	
******	**************************************	
DEPARTMENT HEAD:	ZA/Ly	

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

WHEREAS, on March 11, 2021, the federal government enacted the American Rescue Plan Act ("ARPA"), which established the Coronavirus State Fiscal Relief Fund & Coronavirus Local Fiscal Relief Fund ("CSLFRF") and appropriated \$150 billion to the Fund to be used to address the economic fallout caused by the COVID-19 pandemic; and

WHEREAS, the City of El Paso ("City") is a recipient of \$154,365,135 under the ARPA funding grant; and

WHEREAS, on May 9th, 2022 the City Council appropriated ARPA funds to be used by the City in accordance with the requirements stipulated by the CSLFRF, ARPA and federal guidelines; and

WHEREAS, the City desires to enter into a Subrecipient Agreement with Junior Achievement of the Desert Southwest, Inc. ("JA"), a nonprofit organization, whereby JA will administer ARPA Act funds to institute the *Workforce Development Pathways for Opportunity Youth Program* which is designed to empower opportunity youth aged 16-25 with essential workforce skills, coaching, and direct connections to potential employment opportunities; and

WHEREAS, the City's expenditure under this Agreement is, in the reasonable judgement of the City Council, a necessary expenditure incurred due to the public health emergency with respect to COVID-19, and which was not accounted for in the budget most recently approved as of the date of enactment of this section for the City; and

WHEREAS, the City's expenditure under this Subrecipient Agreement is related to the provision of grants to reimburse small businesses for the costs of business interruptions caused by required COVID-19 closures.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

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

That the City Manager be authorized to execute a Subrecipient Agreement by and between the City of El Paso and Junior Achievement of the Desert Southwest, Inc. ("JA"), providing \$100,000 to, JA to administer ARPA Act funds to establish the *Workforce Development Pathways for Opportunity Youth Program* which is designed to empower opportunity youth aged 16-25 with essential workforce skills, coaching, and direct connections to potential employment opportunities.

APPROVED this	day of	2024.
		CITY OF EL PASO:
		Oscar Leeser Mayor
ATTEST:		
Laura D. Prine City Clerk		
APPROVED AS TO FORM:	APPROV	/ED AS TO CONTENT:
	4	X/Ly
Oscar Comez		rasgalla, Interim Director
Assistant City Attorney		& International Development

THE STATE OF TEXAS) SUB-RECIPIENT AGR	EEMENT	
COUNTY OF EL PASO	(ARPA – Economic II		
This Sub-Recipient Ag	greement ("Agreement") is made this	day of	, 20
by and between the CITY OF	EL PASO, a municipal corporation orga	anized and existing	
of the State of Texas, (hereina	fter referred to as the "City"), and the Ju	ınior Achievemen	it of the Desert
Southwest, Inc., a nonprofit o	organization ("JA," or "Sub-Recipient" or	or "Contractor").	

RECITALS

WHEREAS, on May 9th, 2022, the City Council appropriated American Rescue Plan Act ("ARPA") funds to be used by the City in accordance with the requirements stipulated by the Coronavirus State Fiscal Relief Fund & Coronavirus Local Fiscal Relief Fund ("CSLFRF"), ARPA, and federal guidelines; and

WHEREAS, such funding may be used to provide loans or grants to mitigate financial hardship, such as by supporting payroll and benefits, costs to retain employees and mortgage, rent, utility, and other operating costs; and technical assistance, counseling, or other services to support business planning; or other assistance as identified in the Final Rule to support impacted and disproportionately impacted small businesses; and

WHEREAS, the City intends to engage the Sub-Recipient to institute the Workforce Development Pathways for Opportunity Youth Program which is designed to empower opportunity youth aged 16-25 with essential workforce skills, coaching, and direct connections to potential employment opportunities; and hereinafter referred to as the Scope of Work or Project, as further described in Attachment A; and

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the City and Sub-Recipient 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 Work (Project)

Attachment "B" Budget

Attachment "C" Insurance Certificates / Certifications
Attachment "D" Additional Terms & Conditions (ARPA)

ARTICLE II. PROJECT

2.1 The City hereby agrees to retain the Sub-Recipient and the Sub-Recipient agrees to perform the services contemplated in the for the Project. The Project shall consist of the Sub-Recipient's completion of the Scope of Services as further described in *Attachment A*.

2.2 During the term of this Agreement, Sub-Recipient will establish a contractual obligation to provide support services, as reasonably needed, at a business support center to be identified by City and will be located within the geographic boundaries of the City of El Paso.

Sub-Recipient acknowledges that they will not be the exclusive support services provider; but will cooperate and support the City's efforts at the business support center through the Sub-Recipient's participation and by providing various metrics as may be requested by the City.

ARTICLE III. SUB-RECIPIENT FEES AND PROJECT BUDGET

3.1 PAYMENT TO SUB-RECIPIENT. The City shall pay to the Sub-Recipient an amount not to exceed \$100,000 for all services and reimbursables performed pursuant to this Agreement.

The parties agree and understand that all fees and compensation to the Sub-Recipient shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for the Project shall be pursuant to the Budget attached to this Agreement as *Attachment B*.

- **3.2 SUB-RECIPIENT'S SERVICES.** The Services to be provided by the Sub-Recipient for this Agreement are attached hereto as *Attachment A*.
- **3.3 SUB-RECIPIENT'S INVOICES.** The Sub-Recipient will not bill the City more often than monthly, through written invoices. 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.
- **3.3.1** Each invoice shall contain a brief summary indicating, at a minimum, the total amount authorized for the Sub-Recipient, the current invoiced amount and the amount billed to date.
- **3.3.2** The City agrees to pay invoices for all services performed as soon as reasonably possible but not later than 30 days from receipt. Upon dispute, however, the City may, upon notice to the Sub-Recipient, withhold payment to the Sub-Recipient for the amount in dispute only, until such time as the exact amount of the disputed amount due the Sub-Recipient is determined. The total amount paid to Sub-Recipient shall not exceed Sub-Recipient's fee proposal, except by written amendment to this Agreement, executed by both parties.

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

- **4.1 PERIOD OF SERVICE.** The services called for by each phase shall begin upon the execution by all parties to this Agreement. The Sub-Recipient shall complete the requested services in accordance with the timeline(s) and schedule(s) outlined in *Attachment A*.
- **4.2 TERMINATION.** This Agreement may be terminated as provided herein.

- 4.2.1 TERMINATION BY CITY. It is mutually understood and agreed by the Sub-Recipient and City that the City may terminate this Agreement, in whole or in part for the convenience of the City, upon 14 consecutive calendar days' written notice ("Notice of Termination"). It is also understood and agreed that upon such Notice of Termination, the Sub-Recipient shall cease the performance of services under this Agreement. Upon such termination, the Sub-Recipient shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the City's Notice of Termination. The City shall compensate Sub-Recipient in accordance with this Agreement; however, the City may withhold any payment to the Sub-Recipient that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Sub-Recipient from the City is determined. Nothing contained herein, or elsewhere in this Agreement shall require the City to pay for any services that are not in compliance with the terms of this Agreement and its attachments.
- **4.2.2 TERMINATION BY EITHER PARTY.** It is further understood and agreed by the Sub-Recipient and City 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 consecutive calendar days to cure such failures ("Cure Period"); and (c) an opportunity for consultation with the terminating party prior to such termination. However, the City retains the right to immediately terminate this Agreement for default if the Sub-Recipient 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 City pursuant to this subsection, the City may withhold payments to the Sub-Recipient for the purpose of setoff until such time as the exact amount due the Sub-Recipient from the City is determined.
- **4.2.3 TERMINATION FOR FAILURE TO COMPLY WITH SUBCHAPTER J, CHAPTER 552, GOVERNMENT CODE.** The requirements of subchapter J, Chapter 552, Government Code, may apply to this Contract. Sub-Recipient agrees that the Contract can be terminated if the Sub-Recipient or any of its vendor(s) knowingly or intentionally fails to comply with a requirement of that subchapter.
- **4.2.4 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.** The Sub-Recipient shall procure and maintain insurance coverage as required herein and attached in *Attachment C*. Sub-Recipient shall not commence work under this Agreement until the Sub-Recipient has obtained the required insurance and such insurance has been approved by the City. The Sub-Recipient 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 Sub-Recipient shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable

Texas law for all of the Sub-Recipient's employees to be engaged in work under this Agreement. The Sub-Recipient shall provide the following endorsement:

"The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the City, 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 Sub-Recipient 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 Sub-Recipient and the Sub-Recipient'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 Sub-Recipient or by anyone directly or indirectly employed by the Sub-Recipient. The minimum limits of liability and coverages shall be as follows:

a) Commercial General Liability

\$1,000,000 Per Occurrence \$1,000,000 Products/Completed Operations \$1,000,000 Personal and Advertising Injury

b) <u>Automobile Liability Combined Single Limit</u> \$1,000,000 per accident

5.1.3 OWNER AS ADDITIONAL INSURED. The City shall be named as an Additional Insured on all of the Sub-Recipient's Insurance Policies, with the exception of Workers' Compensation required by this Agreement.

- **5.1.4 PROOF OF INSURANCE.** The Sub-Recipient shall furnish 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.
- **5.1.5 GENERAL INSURANCE PROVISIONS.** All certificates required herein shall be attached hereto and incorporated for all purposes as *Attachment C*. All certificates shall also include the name of the project on the corresponding insurance certificate.
- 5.2 INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, SUB-RECIPIENT SHALL INDEMNIFY HOLD HARMLESS, AND DEFEND THE CITY, AND CITY'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 CONSULTANTS, SUBCONSULTANTS, VENDORS, 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 ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR, VENDOR, OR SUPPLIER COMMITTED BY SUB-RECIPIENT OR SUB-RECIPIENT'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, CONSULTANTS OR EMPLOYEES. THE SUB-RECIPIENT SHALL NOT BE RESPONSIBLE FOR ANY ACTS OF ANY OF THE CITY'S INDEPENDENT PROJECT MANAGERS.

TO THE EXTENT ALLOWED BY STATE LAW, THE CITY WILL BE RESPONSIBLE FOR ITS OWN ACTIONS.

ARTICLE VI. GENERAL PROVISIONS

- **6.1 CONTRACT TIME.** Sub-Recipient understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is prudent and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within *Attachment A*.
- **6.2 ADDITIONAL TERMS AND CONDITIONS (ARPA).** Sub-recipient agrees to comply and adhere to all terms and conditions associated with the City's receipt of ARPA funds. For Sub-recipient's ease of reference links and references to the additional Terms and Conditions are attached to this Agreement as *Attachment D*.
- **COPYRIGHT AND REPRODUCTION RIGHTS.** Upon payment of amounts due, the concepts, design, and other documents prepared by the Sub-Recipient for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the City, who shall be vested with all common law and statutory rights. The City shall have the right to the use of the documents; provided however the Sub-Recipient shall have no liability for any use of one or more of the Instruments of Service by the City. The City shall have the consent of the Sub-Recipient, provided, however, the Sub-Recipient shall have no liability or responsibility for such use of the concepts, design, and other documents. The rights granted to the City herein for the use of the documents for additional projects shall not grant the City any right to hold the Sub-Recipient responsible for any subsequent use of the documents. The Sub-Recipient shall provide the City with copies of the Instruments of Service in both electronic form and, if applicable, in hard copy.
- 6.4 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Sub-Recipient's records subject to audit shall include but not be limited to records which, have a bearing on matters of interest to the City in connection with the Sub-Recipient's work on this Project for the City and shall be open to inspection and subject to audit and/or reproduction by City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Sub-Recipient'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, Sub-Recipient's records have been generated from computerized data, Sub-Recipient agrees to provide City's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The City or its designee shall be entitled, at its expense, to audit all of the Sub-Recipient's records related to this Project, and shall be allowed to interview any of the Sub-Recipient's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of three years after final payment or longer if required by law or the additional Terms and Conditions referred to in Section 6.2 above. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times (limited to Sub-Recipient's office hours) and places upon reasonable notice.

6.5 CONTRACTING INFORMATION

The Sub-Recipient must preserve all contracting information related to this Agreement as provided by the records retention schedule requirements applicable to the City for the duration of this Agreement. Sub-Recipient will promptly provide the City any contracting information related to this Agreement that is in the custody or possession of the Sub-Recipient on request of the City. On completion of this Agreement, Sub-Recipient will either provide at no cost to the City all contracting information related to this Agreement that is in the custody or possession of the Sub-Recipient or preserve the contracting information related to this Agreement as provided by the records retention requirements applicable to the City.

- **6.6 SUCCESSORS AND ASSIGNS.** This Agreement shall be binding on the City and the Sub-Recipient, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.
- **6.7 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.
- **6.8 GOVERNING LAW.** The Sub-Recipient shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.
- **6.9 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.
- **6.10 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.
- **6.11 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 City: 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: Economic and International Development

P. O. Box 1890

El Paso, Texas 79950-1890

To the Sub-

Recipient: Junior Achievement of the Desert Southwest, Inc.

Lupe Mares, President 200 Bartlett Dr # 104 El Paso, Texas 79912

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

Applicant shall provide all required invoices and other required documentation to City electronically at the following address: **EDcompliance@elpasotexas.gov**

- **6.12 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.
- **6.13 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.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

	<u>CITY</u> : CITY OF EL PASO:			
	Dionne Mack City Manager			
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:			
Oscar Gomez Assistant City Attorney	Karina Brasgalla, Interim Director Economic and International Development			
ACKNOWLEDGMENT				
THE STATE OF TEXAS § COUNTY OF EL PASO §				
This instrument was acknowledged before me on thisday of, 20, by Dionne Mack, as City Manager of the City of El Paso, Texas.				
	Notary Public, State of Texas			
My commission expires: /	<u>/</u>			
(Signatures continue	on the following page)			

SUB-RECIPIENT:

Junior Achievement of the Desert Southwest,

Inc.

By:____ Name: \

Title: Preside

ACKNOWLEDGEMENT

THE STATE OF TEXAS

§

COUNTY OF EL PASO

This instrument was acknowledged before me on this 9 day of October, 2024 by

Lype Maris, as President of Junior Achievement of the Desert Southwest, Inc.

KLARISSA MIJARES
NOTARY PUBLIC
NOTARY IDE: 13143163-6
in and for the State of Texas
FEBRUARY 4, 2026

My commission expires:

02/04/2026

ATTACHMENT "A" SCOPE OF WORK

American Rescue Plan Act (ARPA) Scope of Work (SOW) Guidelines

PROGRAM NAME: Workforce Development Pathways for Opportunity Youth

SUBRECIPIENT: Junior Achievement Desert Southwest, Inc.

Lupe Mares

200 Bartlett Ste. 104

El Paso, Texas 79912

Services listed in this SOW will be provided for the following period:

Program Start Date: November 1, 2024
Program End Date: November 30, 2026

PROGRAM DESCRIPTION

Junior Achievement of El Paso's (JAEP) Workforce Development Pathways for Opportunity Youth is an online self-paced program (Duration: Up to 6 months, varies by individual) with a comprehensive initiative designed to empower opportunity youth aged 16-25 with essential skills, coaching, and direct connections to potential employment opportunities. This program addresses the critical need for workforce preparation for career success in an evolving educational and employment landscape.

Key Components:

1. Personalized Coaching:

The program leverages JAEP's extensive network of volunteers to provide one-on-one coaching. Research consistently shows that the support of a caring and informed adult significantly improves persistence and outcomes for young people. Our volunteer coaches, drawn from various professional backgrounds, offer invaluable guidance, encouragement, and real-world insights throughout the participant's journey.

2. Badging and Credentialing:

Participants earn credentials in six crucial areas that align with the skills most valued by employers in today's dynamic workplace.

- Creativity and Innovation
- Critical and Analytical Thinking
- Cultural Agility
- Effective Collaboration
- Engaging Communication
- Self-Direction

American Rescue Plan Act (ARPA) Scope of Work (SOW)

Guidelines

3. Connections to Employment:

A cornerstone of our program is facilitating direct workforce connections between participants and potential employers that are current JAEP partners, with the added benefit that participants have the opportunity to be hired directly by these partners. Research indicates that work experiences, even pre-resume experiences, lead to enhanced career readiness, increased personal agency, and consequently, increased earnings potential. We collaborate with local businesses to provide internships, job shadowing opportunities, and potential full-time positions for program graduates.

Program Structure:

- **Duration:** 3-6 months per cohort. The program's duration is flexible and tailored to each individual's pace of completion.
- Recruitment: 50 participants with a minimum of 40 participants completing the program
- Delivery: Online learning and one-on-one coaching sessions
- Outcome Target: 80% credential completion rate (40 participants)

By combining personalized coaching, skill development, and potential employment connections, the Workforce Development Pathways for Opportunity Youth program offers a holistic approach to career preparation. This initiative equips young adults with the tools needed to succeed in the modern workforce while contributing to El Paso's economic development by cultivating a skilled, adaptable local talent pool.

PROBLEM STATEMENT

The Workforce Development Pathways for Opportunity Youth program addresses the evolving education and employment landscape in the U.S. Declining trust in traditional four-year degrees, rising student debt, and stagnant college completion rates are leading many young adults to seek alternative pathways to career success. With approximately 110 million Americans lacking a college degree, the demand for flexible, targeted educational options is a growing trend.

The program is uniquely positioned to address these challenges by focusing on the development of soft skills and work ethics. Many employers report issues with new hires related to absenteeism, tardiness, customer service, and lack of professional etiquette. The program integrates essential workplace behaviors with technical training, ensuring participants gain both practical skills and a professional mindset for long-term career success.

This comprehensive approach, combining technical training, soft skills development, and real-world experience, prepares well-rounded candidates to meet modern workplace demands. The program emphasizes career readiness and adaptability, equipping participants with the skills for long-term growth and achievement.

American Rescue Plan Act (ARPA) Scope of Work (SOW)

Guidelines

The program targets young adults from minority and low-income backgrounds, offering alternative pathways to success through collaborations with community organizations, educational institutions, and businesses. We will engage individuals who have dropped out of school, drawing inspiration from initiatives like Socorro ISD's "Walk for Success," which encourages students to return to school and reclaim their educational opportunities. This can serve as an additional option for those seeking to re-engage. For students who may not be interested in returning to a traditional school setting, the Workforce Development Pathways for Opportunity Youth program will offer alternative options. We will also work closely with community organizations and youth-serving agencies to support these students.

Importantly, we will not turn away any individual seeking assistance. Our goal is to provide accessible pathways for all young adults who have previously dropped out to continue their education and unlock new possibilities. Building a sustainable support system is crucial for addressing the community's immediate workforce needs as well as long-term community resilience. This holistic approach is necessary to create an ecosystem that can respond to the evolving requirements of the workforce and strengthen the overall resilience of the community.

METHODOLOGY

The program's flexible design, with encouraged in person coaching opportunities and online components, maximizes accessibility and meets the evolving needs of participants and employers. JAEP's innovative approach connects opportunity youth aged 16-25 with dedicated volunteer coaches who guide them through comprehensive career preparation and credentialing. Opportunity youth, also known as disconnected youth, refers to young people typically between the ages of 16 and 25 who are neither enrolled in school nor participating in the labor market. These individuals are often facing various barriers to education and employment, which may include poverty, lack of family support, inadequate access to resources, or other challenging circumstances. The outreach will be targeted to opportunity youth, particularly those in underserved communities. Collaboration will be with local schools, community organizations, and youth-serving agencies to identify and recruit participants for the program. The program aims to provide pathways for all young people, whether currently connected to educational or workforce systems and may be at risk or previously disconnected. This comprehensive approach ensures the program reaches the full spectrum of youth in need of support.

Additionally, for participants under the age of 18, the program will involve parents and guardians by requiring a signed consent form to authorize their child's participation. The youth will be interviewed to determine if they are suitable candidates for the program. This evaluation ensures that JAEP can effectively support each youth's career development journey. This personalized coaching program focuses on developing six essential skills crucial for success in the modern workforce: Creativity and Innovation, Critical and Analytical Thinking, Cultural Agility, Effective Collaboration, Engaging Communication and Self-Direction.

The program is a self-paced online course designed for completion within 3 to 6 months, allowing participants to progress at their own pace while staying engaged and developing skills. Each credential involves interactive lessons, practical assignments, and assessments. For example, the Creativity and

American Rescue Plan Act (ARPA) Scope of Work (SOW)

Guidelines

Innovation credential may require designing real-world solutions, while Cultural Agility focuses on cross-cultural communication and diversity awareness training.

Each participant is paired with a volunteer coach from diverse professional backgrounds, potentially aligning with the participant's career aspirations. These coaches provide personalized guidance, helping the youth navigate the credentialing process and develop essential competencies. The frequency of meetings between coaches and participants is determined on a case-by-case basis, tailored to the individual's needs and progress. However, to ensure meaningful interaction and support, participants and coaches are encouraged to meet in-person regularly for no less than 1 hour. This dedicated time allows for in-depth discussions, skill-building activities, and personalized feedback.

As participants progress, they build a portfolio of achievements demonstrating their growth in each skill area. This portfolio serves as a tangible record of their capabilities, which can be shared with potential employers.

Upon completing all six credentials, participants reach a significant milestone as their profiles are then added to Junior Achievement's exclusive Accredible platform - a database accessible to potential partner employers. This database serves as a powerful bridge between skilled young adults and companies seeking fresh talent for internships, apprenticeships, or full or part-time employment.

The Accredible platform place is more than just a job board; it's a curated platform where employers can search for candidates based on specific skills and credentials. This system ensures that the youth who have invested time and effort in developing their skills through the program have a direct line to potential employment opportunities that value their newly acquired competencies.

For employers, this database provides access to a pool of participants that have completed coaching and the credentials through the Workforce Development Pathways for Opportunity Youth program and are motivated young adults who have demonstrated commitment to personal and professional development. It offers a unique opportunity to tap into diverse, fresh talent with a proven track record of acquiring the skills most valued in today's workplace.

This comprehensive approach not only equips young adults with essential skills but also provides them with a clear pathway to employment opportunities. By combining skill development, coaching, and direct connections to employers, Junior Achievement creates a powerful ecosystem that supports them in launching successful careers.

METRICS / MILESTONES

Goals and Objectives:

- 1. Equip opportunity youth with essential workforce skills
- 2. Provide alternative pathways to career success
- 3. Bridge the gap between youth skills and employer needs
- 4. Improve employment prospects for underserved youth

American Rescue Plan Act (ARPA) Scope of Work (SOW)

Guidelines

Measurable Outcomes:

- 1. No less than 40 youth out of the 50 participants recruited, will complete the program (target: 80% completion rate)
- 2. Credential attainment rate (target: 80% of participants earn all six credentials) (50x80%=40)
- 3. Skill development:
 - a. Pre- and post-program assessments of key competencies
- 4. Participant satisfaction:
 - a. Surveys and/or interviews to gauge participants' experiences and perceived value

Not required as a metric but will be reported on:

- 1. Employment outcomes if placed:
 - Number of participants who secure employment after the program
 - Types of jobs obtained and their relevance to participants' career goals
 - Average starting salary or wage
- 2. Education advancement:
 - Number of participants who pursue further education or training
- 3. Coach effectiveness:
 - Feedback from participants on their coaches
 - Self-assessment by coaches on their impact and experience

Deliverables:

- 1. Monthly participant progress reports
- 2. Quarterly credential attainment summaries
- 3. Coach-participant meeting logs
- 4. Participant portfolios demonstrating skill development
- 5. Pre- and post-program young adult surveys

Method of Measuring Deliverables:

- 1. Coaching Engagement: Require coaches to log meeting dates, duration, and key discussion points in a standardized form after each session.
- 2. Credential Attainment: Use Junior Achievement's digital badging system to award and track credentials, producing monthly summaries of attainment rates.
- 3. Skill Development: Assess participant portfolios using a standardized rubric, tracking improvement across the six core competencies over time.
- 4. Participant Growth: Administer comprehensive surveys at program entry and exit, measuring changes in skill levels, career readiness, and employment prospects.

These metrics and measurement methods will provide a comprehensive view of the program's effectiveness, allowing for data-driven improvements and demonstrating the impact to stakeholders and the City of El Paso.

Specific Deliverables:

American Rescue Plan Act (ARPA) Scope of Work (SOW)

Guidelines

- 1. Monthly Progress Reports: Starting August 2025, submitted by the 5th of each following month
- 2. Quarterly Credential Progress Reports: First report due September 30, 2025; subsequent reports due at the end of each quarter

Key Performance Indicators (KPIs):

- 1. Recruitment: 50 young adults registered between July 2025 through by April 30, 2026
- 2. Credential Completion: 80% completion rate (40 participants) by October 31, 2026
- 3. Participant Satisfaction: Measured through post-placement surveys
- 4. Coaches Progress Report

EVALUATION

The evaluation plan for the Workforce Development Pathways for Youth Program is designed to comprehensively assess its effectiveness, track individual progress, and inform ongoing program improvements. Here's how we will document achievements and manage performance data:

- 1. Individual Progress Tracking:
 - Each participant will have a digital profile in our program management system.
 - This profile will record completion of each credential.
 - Coaches will complete notes after each meeting, documenting participant growth and challenges.
- 2. Credential Achievement Documentation:
 - The Accredible platform will automatically generate credential completion certificates.
 - A dashboard will display real-time completion rates for each of the six credentials.
- 5. Participant Surveys:
 - Participants will complete surveys at program entry, exit, and 1-month post-employment if placed with an employer.
 - These will measure changes in skill levels, career readiness, and job satisfaction.
- 6. Quantitative Data Collection:
 - Our program management system will automatically collect and compile data on:
 - o Number of participants enrolled
 - Credential completion rates
- 7. Qualitative Data Collection:
 - We will conduct periodic focus groups with participants and coaches.
 - Open-ended questions in surveys will provide insights into program strengths and areas for improvement.

Performance Data Reporting:

1. Monthly Reports:

- Completed monthly based on program management system and Accredible platform data.
- Will include enrollment numbers and credential progress.

American Rescue Plan Act (ARPA) Scope of Work (SOW)

Guidelines

• Shared with program staff to inform day-to-day management.

2. Quarterly Reports:

- More comprehensive, including trend analysis and progress towards annual goals.
- Will incorporate qualitative feedback from participants and coaches.
- Shared with stakeholders and the City of El Paso to demonstrate program impact.

3. Annual Impact Report:

- Comprehensive overview of the year's achievements.
- Will include success stories, challenges faced, and strategies for improvement.
- Used for program evaluation, fundraising, and community engagement.

Utilizing Data for Program Planning and Management:

1. Regular Review Meetings:

- JAEP staff will meet monthly to review data and adjust strategies as needed.
- Quarterly meetings will involve deeper analysis and long-term planning.

2. Continuous Improvement:

Data trends will inform program updates and coach training.

3. Responsive Programming:

- If certain credentials show lower completion rates, we'll allocate more resources to those areas.
- Will utilize coaches feedback on the program and credential outcomes.

4. Resource Allocation:

- Participant progress data will help identify where additional support is needed.
- Enrollment trends will guide recruitment strategies and capacity planning.

By implementing this comprehensive evaluation plan, we ensure that we're not just collecting data, but actively using it to enhance program effectiveness, demonstrate impact to stakeholders, and most importantly, improve outcomes for our participants. This data-driven approach allows us to remain agile, continually adapting our program to meet the evolving needs of both participants and employers.

BUDGET

The program is requesting \$100,000 in funding to support our comprehensive initiative aimed at equipping opportunity youth with essential skills and connecting them to meaningful employment opportunities. Here's a breakdown of how these funds will be utilized and managed:

Administrative Fee Payout Timeline:

We propose a 10% administrative fee (\$10,000) to be paid out monthly.

Personnel Needs:

To achieve the metrics and milestones described, we will allocate staff time as follows:

1. Program Coordinator (1 Part-time, dedicated to program):

City of El Paso

American Rescue Plan Act (ARPA) Scope of Work (SOW)

Guidelines

Qualifications: Bachelor's degree in education, social work, or related field; 3+ years of experience in youth programs.

· Timesheets will be submitted

2. Junior Achievement President (20% of time):

Qualifications: Extensive experience in organizational leadership, strategic planning, and community engagement.

- President will oversee the program at a high level and provide support as needed.
- Will reach out to partner organizations to allow employees to support the program through coaching.
- Will oversee accounting and compliance of the program.
- Timesheets will be submitted along with a detailed statement outlining the work allocated to this specific program when invoices are submitted for payout.

3. Senior Education Manager (30% of time):

Qualifications: Master's degree in education or related field; 5+ years of experience in program management.

- Will oversee the Program coordinator and will be trained to step in at any given time.
- Will oversee the training of the volunteer coaches.
- Will make sure the Accredible platform is set up and functioning as proposed.
- Will make sure policies and procedures are followed accordingly.
- Timesheets will be submitted along with a detailed statement outlining the work allocated to this specific program when invoices are submitted for payout.

4. Volunteer Coaches:

Qualifications: Professionals from various industries with relevant work experience will receive training in coaching young adults.

ARPA Funding Contribution:

ARPA funding will be crucial in achieving our program's metrics/milestones by:

- Covering partial personnel costs for dedicated staff time
- Funding the use and implementation of our credential training modules
- Supporting outreach and recruitment efforts to reach our target participant number
- Supporting volunteer coach recruitment is a key component of the program. While many JA
 volunteers may already be trained, they may not necessarily be familiar with the specific
 curriculum and approach of the Workforce Development Pathways for Youth Program.

City of El Paso

American Rescue Plan Act (ARPA) Scope of Work (SOW) Guidelines

To ensure the volunteer coaches are well-equipped to support program participants, we will provide training tailored to the program's curriculum and methodology. This training will equip the volunteers with the knowledge and skills needed to effectively guide and coach the individuals engaged in the program.

By investing in the preparation of our volunteer coaching team, we can leverage their expertise and passion to deliver a high-quality experience for the young people participating in the Workforce Development Pathways for Youth Program.

Leveraging of Funds:

ARPA funds will be leveraged with existing resources from our organization and community partners. Specifically:

- Our organization will provide in-kind support through office space and administrative resources
- The time contributed by the JA President and Sr. Education Manager represents additional organizational investment
- Volunteer coaches provide invaluable expertise and mentorship at no cost

Fees for Participants:

- There will be no fees charged to individuals for services received under this program
- After going to the program, alumni will be encouraged to become volunteer coaches at some point of their career.

Budget Allocation:

- Program Cost
 - Personnel Costs (Part-time Coordinator, partial salaries for JA President and Sr. Education Manager): \$50,000
 - o Licensing Fees: \$20,000
 - This covers the licensing fees specifically for the JA curriculum that will be used in the Workforce Development Pathways for Youth Program. The licensing fees are required to utilize the JA curriculum and materials within the scope of this program only. The fees will not be used for any other purpose.
 - Program Materials and Supplies: \$10,000
 - This \$10,000 budget will be used to purchase laptops for participants who do
 not have access to their own device. The laptops will be provided to the youth
 engaged in the program, and they will be allowed to keep the laptops after
 completing the program.
 - Outreach and Marketing: \$10,000
 - The \$10,000 budgeted for outreach and marketing will cover the costs associated with recruitment efforts, such as advertising, community

City of El Paso

American Rescue Plan Act (ARPA) Scope of Work (SOW) Guidelines

engagement events, and other promotional activities specifically targeted towards enrolling participants in the Workforce Development Pathways for Youth Program.

Administrative Fee: \$10,000

This funding structure ensures that we can deliver high-quality services to the young adults while maintaining fiscal responsibility. The absence of fees for participants aligns with our goal of providing accessible pathways to career success for opportunity youth. By leveraging ARPA funds with existing organizational resources, volunteer contributions, and community partnerships, we maximize the impact of this investment in our community's workforce development. The involvement of senior leadership ensures strategic oversight and integration with broader organizational goals, while the use of volunteer coaches allows us to provide personalized support to participants in a cost-effective manner.

Workforce Development Pathways for Opportunity Youth	<u>Amounts</u>
Funding Request	\$100,000
Program Cost	\$90,000
Administrative Fee	\$10,000
Administrative Fee %	10%
TOTAL	\$100,000

	COHORT	COLOR CODE					Met	trics	
	1		D	M O	Y		I	T	П
	2		Program Timeline	N T	E A	ed ults	nts that	nent	ment
	3			H S	R	of young adults registered	# of participants that complete credentials	Pre-assessment	Post-assessment
	4					# of 3	# of pa comple	Pre	Post
MONTH			November 1, 2024 - December 31, 2024	-			ı	1	I
		Preparation and Initial Training Familiarize with Workforce Developm	ont Bathware Reserves	N					
		 Review all relevant documentation o 	to the Workforce Pathways Program, including the overall structure, goals, and expected outcomes. ways questionnaire and risk assessment.	O V					
1 & 2		Initial Training for badging and creder	ttaling: badging and credentialing, focusing on the use of the Accredible platform.	D	1				
			within the JA El Paso team who will manage the credentialing process.	E C					
			January 1, 2025 - February 28, 2025						
			Valuati, 1,2020 100 tall, 20,2020						
		Badging and Credentialing Rollout Setup Badging and Credentialing Syst	em:						
		 Configure the Accredible platform wi 	thin IA EI Paso. Ensure that all required badges and credentials are uploaded and ready for distribution. mbers and JA Staff as a test to demonstrate the functionality of the system. Resolve any issues with access or functionality.	J					
		Launch Credentialing for Test Particip • Do specific learning experiences that		A N					
3,4		available micro-credentials.	rovide access to the credentialing site for test participants (BOD/JA Staff) and ensure that they can begin earning the six	-	1				
		 Set up a customer service process to Establish Internal Policies and Proced 	handle any issues or questions that arise during the credentialing process. ures:	F					
		Begin drafting and reviewing program	policies and procedures that will be necessary for JA El Paso. Il team member(s) who will be working on the pathways program.	E B					
		 Adoption of a timekeeping system. 	all team member(s) who will be working on the pathways program. for budgetary tracking and accounting.						
	ļ		March 1, 2025 - April 30, 2025		1	1			
		lonitoring, Adjustments and Promotin ngoing Support for Badging:	g	M					
		Monitor the progress of test participal	nts (BOD/JA Staff) as they begin earning badges. Provide additional training or support as needed. (BOD/JA Staff) and administrators to identify any areas that require adjustments or improvements.	A R					
5,6	D	evelop Coaching Program Strategy do Create a strategy document for recruit	cumentation: ing coaches and young adults.	-	1				
	Li	cense the platform to connect young	adults and coaches:	A					
	 Ensure that all policies and procedures related to the coaching program are in place and align with JA USA's overall objectives. Promote the program: 			P R					
	- 1	Host informational sessions to recruit	May 1, 2025						
		ecruitment Preparation							
		ecruit Participants for Coaching: Begin recruiting participants for the co	paching, targeting those who have successfully earned badges and demonstrated readiness for career coaching.						
7			erested in participating in the program. articipants who will participate in the 12-to-24-week coaching program.	M A	1	10		1st co-hort	
		coach Training: Conduct training sessions for the sele	cted coaches, focusing on the coaching curriculum, expectations, and the 12-to-24-week timeline.	Y					
	1	echnical Setup:							
			June 1, 2025 - July 31, 2025						
		aunch Workforce Development Pathv	vays for Youth Program	U N					
		tart Coaching: Launch the 12-to-24-week Workforce	Pathway for Youth program with the selected coaches and participants. closely, providing ongoing support to both coaches and participants.	E					
8,9		Pata Collection and Initial Feedback:		-	1				
			ogress, credential attainment, and coaching effectiveness. nts and coaches to identify any immediate areas for improvement.	J U					
				L V					
	1	Policies Procedures and Committee	August 1, 2025						
		Policies, Procedures, and Compliance Monitor and Evaluate Program:							
		· Conduct a thorough evaluation of the	stand their roles in maintaining program compliance. program, assessing both the outcomes and the processes involved. nights, weaknesses, and areas for future improvement.						
10		Prepare for Next Round of Recruitme • Based on the success, begin recruitin • Adjust the program's structure, polic		A U	1	15		2nd co-hort	
		Recruit Participants for Coaching:	coaching, targeting those who have successfully earned badges and demonstrated readiness for career coaching.	G					
		 Begin recruiting opportunity youth in 	oacning, targeting those win have successinuly earned bagges and bemonstrated readiness for career coacning, terested in participants in the program. participants for 2nd co-hort who will participate in the 12-to-24-week coaching program.						
		Coach Training:							
		-	September 1, 2025						
		Launch Workforce Development Path	ways for Youth Program						
11		Start Coaching: • Launch the 12-to-24-week Workford • Monitor the progress of the program	e Pathway for Youth program with the selected coaches and participants. closely, providing ongoing support to both coaches and participants.	S E	1				
"		Continue Data Collection and Feedba	ek:	P	1				
		Gather feedback from participants a	credential attainment, and coaching effectiveness. dl coaches to identify areas for improvement.						
			November 1, 2025 - December 31, 2025						

12,13		Prepare for Next Round of Recruitment - Based on the success, begin recruiting new participants and coaches. - Adjust the program's structure, policies, and procedures as necessary to ensure a smooth and successful expansion. Recruit Participants for Coaching. - Recruit Participants for Coaching: - Begin recruiting participants for the coaching, targeting those who have successfully earned badges and demonstrated readiness for career coaching. - Begin recruiting opportunity youth interested in participating in the program. - Finalize the list of 15 coaches and 15 participants of 3rd co-hort who will participate in the 12-to-24-week coaching program. - Coach Training: - Conduct training sessions for the selected coaches, focusing on the coaching curriculum, expectations, and the 12-to-24-week timeline.	N O V - D E C	2	15	8	3rd co-hort	lst co-hort
	-	January 2, 2026						
14		Launch Workforce Development Pathways for Youth Program Start Coaching: • Launch the 12-to-24-week Workforce Pathway for Youth program with the selected coaches and participants. • Monitor the progress of the program dosely, providing ongoing support to both coaches and participants. Data Collection and Feedback: • Collect data on participant progress, credential attainment, and coaching effectiveness. • Cather feedback from participants and coaches to Identify any immediate areas for improvement.	J A N	3				
		February 1, 2026 - March 31, 2026						
		100 mm, 1,2020 mm cm 01,2020						
15,16		Prepare for Next Round of Recruitment - Based on the success, Begin recruiting new participants and coaches. - Adjust the program's structure, policies, and procedures as necessary to ensure a smooth and successful expansion. - Recruit Participants for Coaching: - Begin recruiting participants for the coaching, targeting those who have successfully earned badges and demonstrated readiness for career coaching. - Begin recruiting opportunity youth interested in participating in the program - Finalize the list of 10 coaches and 10 participants who will participate in the 12-to-24-week coaching program. - Coach Training:	F E B - M A	3	10	12	4th co-hort	2nd co-hort
		Conduct training sessions for the selected coaches, focusing on the coaching curriculum, expectations, and the 12-to-24-week timeline.	R					
		April 1, 2026						
17		Launch Workforce Development Pathways for Youth Program Start Coaching: - Launch the 12-to-24-week Workforce Pathway for Youth program with the selected coaches and participants. - Monitor the progress of the program closely, providing ongoing support to both coaches and participants. - Data Collection and Feedback: - Collect data on participant progress, credential attainment, and coaches to Identify any immediate areas for improvement.	A P R	3				
		July 31, 2026	l					
18		Data Collection and Feedback: • Collect data on participant progress, credential attainment, and coaching effectiveness. • Gather feedback from participants and coaches to identify any immediate areas for improvement.	J U L Y	3		12		3rd co-hort
		9/01/2026 - 10/31/2026	<u> </u>	1	l			
19		Data Collection and Feedback: • Collect data on participant progress, credential attainment, and coaching effectiveness. • Gather feedback from participants and coaches to identify any immediate areas for improvement.	O C T	3		8		4th co-hort
		TOTAL FOR THE TWO VEARS	N O V			40		
		TOTAL FOR THE TWO YEARS			50	40		

ATTACHMENT "B" BUDGET

Be specific. Include funding source, and contact person and phone number for purposes of verification.

Funding Source	Contact Person and Phone or Email		Budget Year 2022-2024
Other Federal Funds (please itemize)			
Other State & Local Government Funds (please itemize)			
,			
Private Funds (please itemize)			
1 Trace Failes (piease itemize)			
Total Project Income		\$ -	\$ -

Agency Name: Junior Achievement Desert Southwest, Inc.

Workforce Development Pathways for Opportunity Youth

	I			
Line Item Expense Category			Total	Budget
Salaries		\$	5	37,097.00
Fringe benefits		\$	6	12,903.00
Contract services		\$	5	-
Rent				
Communications				
Utilities & occupancy expenses		\$	3	-
Equipment rental & maintenance		\$	5	-
Equipment purchases		\$	\$	-
Mileage reimbursements		\$	\$	-
Postage & shipping		\$	\$	-
Printing & publications		\$	3	-
Supplies		\$	5	10,000.00
Local conferences & meetings		\$	5	-
Insurance		\$	5	-
Travel - long distance		\$	5	-
Other Expenses				
Administrative Fee		\$	5	10,000.00
Outreach & Marketing		\$	3	10,000.00
JA Licensing fees		\$	3	20,000.00
Total Project Expenses	\$ -	\$ - \$	3	100,000.00

Agency Name: Junior Achievement Desert Southwest, Inc.

Workforce Development Pathways for Opportunity Youth

You must include <u>all staff</u> that will work on the project. The total on this page must correspond to the total on Expense Summary.

	Total Project Budget																																															
Position Title	FTE	Months Employed	Av	Avg Monthly F/T Salary		-		-						Avg Monthly		Avg Monthly		Avg Monthly				•						Avg Monthly		Avg Monthly		Avg Monthly		Avg Monthly		vg Monthly		Avg Monthly		Total Cost								
	Po	ositions																																														
JA President*	X	24	\$	7,292.00	\$	10,972.00																																										
Sr. Education Manager*	Х	24	\$	4,333.00	\$	9,225.00																																										
Part-Time Coordinator			\$	1,408.00	\$	16,900.00																																										
*ONLY A PORTION OF TH	IE SALARY IS	COVERED UNDE	R AF	RPA FOR TH	E PI	ROGRAM																																										
Total Funded Salaries	0.00				\$	37,097.00																																										

Agency Name: Junior Achievement Desert Southwest, Inc.

Workforce Development Pathways for Opportunity Youth

You must include expenses for all staff that will work on the project.

The total on this page must correspond to the total on Expense Summary.

		Total Proje	ct Budget
Payroll-based Costs	Benefit Rate	Salary Base	Total Cost
Fringe Benefits	9.2500%	\$ 139,500.00	\$ 12,903.00
			\$ -
			\$ -
			\$ -
			\$ -
Employee-based Costs	Covered Staff	Cost per Employee	Total Cost
			\$ -
			\$ -
			\$ - \$ -
			\$ -
			\$ -
Other Benefits			
(please itemize)	Basis fo	r Estimate	Total Cost
	Months	Amount	
			-
			\$ - \$ -
			\$ -
			\$ -
			\$ -
Total Benefits			\$ 12,903.00

Agency Name: Junior Achievement Desert Southwest, Inc. Workforce Development Pathways for Opportunity Youth

You must include all <u>PARTNERS OR CONTRACTORS</u> that will work on the project. Provide clear description of services to be provided and the rate at which the consultant will be paid. Any consultant that will be performing services for this project and receiving \$5,000 or more funds as part of this budget that will be performing services for this project and receiving \$5,000 or more funds as part of this budget is considered to be a "partner". A "Partner Supplement" must be provided for each partner sharing funds and responsibility for this project. The City's prior written approval will be required for any changes exceeding 10% within the consultants' line item. The total on this page should correspond to the

total on Expense S	lummary.
--------------------	----------

			Total Project Budget				
Partners / Contractors	Services Provided & Costing Methods	Units	Rate	Total Cost			
Total Contractual				-			

Agency Name: Junior Achievement Desert Southwest, Inc.

Workforce Development Pathways for Opportunity Youth

Agencies purchasing equipment with ARPA funds must demonstrate that they are NOT on a flood plain or provide a copy of valid flood insurance covering the life of the grant.

	Total Project Budget					
Occupancy Costs	Months	Monthly Rate	Total Cost			
Rent/lease costs						
Communications						
Utilities						
Electric service						
Natural gas service						
Water & sewer service						
Other occupancy costs						
Equipment Rental & Maintenance	Basis	for Estimate	Total Cost			
			\$ -			
			\$ -			
			\$ -			
			\$ -			
Equipment Purchases	Basis	for Estimate	Total Cost			
			\$ -			
			\$ -			
			\$ -			
			\$ -			
Total Occupancy & Equipment			-			

Use this page to provide information on any line item not included in the previous Supporting Schedules. You must include all applicable expenses for the project. The totals on this page should correspond to the totals on Expense Summary. The total of Supporting Schedules 1-5 must match Project Budget. List only and all line items on Project Budget that are not covered on any previous Supporting Schedules. Give details for any expense that Economic Development is asked for \$500+ in funds.

Total Project Budget						
Basis for Estimate						
Unit Amount		Гotal Cost				
	\$	-				
	\$	-				
	\$	-				
\$ 10,000.00	\$	10,000.00				
	\$	-				
	-					
	-					
	-					
	-					
	-					
	_					
\$ 100,000.00	\$	10,000.00				
\$ 10,000.00	\$	10,000.00				
\$ 20,000.00	\$	20,000.00				
	\$	50,000.00				
		\$				

Agency Name: Junior Achievement Desert Southwest, Inc.	Or Achievement Desert Workforce Development Pathways for Opportunity Youth				
Public Services A	Application: Site Breakd	own for M	ulti-Site Pro	ojects	
Name of Site (Activity)* # (ex. Beall School, Armijo Rec Center)	Address Street Number, Street Name, Zip Code	ARPAFunds Total	Outside Funds	Total Site Cost	Units of Service
Line item 1 (ex. Salaries)					
Line Item 2					
Line Item 3					
Line Item 4					
2					
Line item 1 (ex. Salaries) Line Item 2					
Line Item 3					
Line Item 4					
3					
Line item 1 (ex. Salaries)					
Line Item 2					
Line Item 3					
Line Item 4					
Line item 1 (ex. Salaries)					
Line Item 2					
Line Item 3					
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ECONOMIC DEVELOPMENT RESPONSE + RECOVERY PUBLIC SERVICES FUNDING UNIT OF SERVICE DATA

AGENCY LEGAL NAME: El Paso of Chamber of Commerce Foundation (AS APPEARS ON CURRENT ARTICLES OF INCORPORATION)

PROJECT TITLE: Project Name: Business Retention and Expansion

Please provide your definition of the Unit of Service to be provided by the project. (*Units of Service must be defined in measurable time-based terms; such as one hour, one 3 hour session, one 24 hour day*).

How did you arrive at the number of units for the project? Please describe the rationale or formula used to determine the total number of units of service.

Complete information for current year, even if Economic Development is not currently funding the project.

Current Year FYE22	City Portion	Total Project
Number of units of service delivered		
Cost to deliver these units (project cost)		
Cost per unit of service (divide project cost by units)		
Number of unduplicated clients to be served		
Percent of overall clients reported		

Budget Year FYE23	City Portion	Total Project
Number of units of service delivered		
Cost to deliver these units (project cost)		
Cost per unit of service (divide project cost by units)		
Number of unduplicated clients to be served		
Percent of overall clients to be reported		



Fiscal Federal Funding Accountability and Transparency Act (FFATA)

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.

Legal Name of Contractor:	FFATA Contact: (Name, Email and Phone Number):
Junior Achievement of the Desert Southwest	Lupe Mares lupe.mares@ja.org ((15) 772-5566
Primary Address of Contractor:	Zip Code: 9-digits required www.usps.com
200 Bartlett Suite 104 El Paso Texas	79912
Unique Entity ID (UEI): This number replaces the DUNS www.sam.gov	State of Texas Comptroller Vendor Identification Number (VIN) – 14 digits:
74-1565161	

Printed Name of Authorized Representative: Lupe Mares	Signature of Authorized Representative		
Title of Authorized Representative	Date Signed		
President	9/24/2024		

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete, and correct to the best of my knowledge.

my knowledge.
Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year? Yes No
If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification. If your answer is "No", answer questions "A" and "B".
A. Certification Regarding % of Annual Gross from Federal Awards. Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? Yes No
B. Certification Regarding Amount of Annual Gross from Federal Awards. Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year? Yes No
If your answer is "Yes" to both question "A" and "B", you must answer question "C". If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.
C. Certification Regarding Public Access to Compensation Information. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? Yes No The public Access to Compensation Information be accessed?
If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.
Provide compensation information here:

ATTACHMENT "C" INSURANCE CERTIFICATES / CERTIFICATIONS

Client#: 1635526 JUNIOACH79

ACORD...

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/03/2024

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).

this certificate does not comer any rights to the certificate floider in fied c	a such chuorsement(s).	
PRODUCER	CONTACT NAME:	
USI Insurance Services, LLC		FAX (A/C, No):
4600 S. Ulster Street, Suite 1200	E-MAIL ADDRESS: den.certificate@usi.com	(A/O, NO).
Denver, CO 80237	INSURER(S) AFFORDING COVERAG	E NAIC#
303 837-8500	INSURER A: Federal Insurance Company	
INSURED	INSURER B : National Fire & Marine Insurance Co.	20079
Junior Achievement USA	INSURER C: Great Northern Insurance Company	
12320 Oracle Blvd. Suite 310	INSURER D:	
Colorado Springs, CO 80921	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 S	UBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
Α	Χ	COMMERCIAL GENERAL LIABILITY			35788663	07/01/2024	07/01/2025	EACH OCCURRENCE	\$1,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
								MED EXP (Any one person)	\$10,000
								PERSONAL & ADV INJURY	\$1,000,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
		POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$1,000,000
		OTHER:							\$
С	AUT	OMOBILE LIABILITY			74969872	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X	ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	X	HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
В		UMBRELLA LIAB OCCUR			42UMC10002111	07/01/2024	07/01/2025	EACH OCCURRENCE	\$15,000,000
	X	EXCESS LIAB X CLAIMS-MADE						AGGREGATE	\$15,000,000
		DED X RETENTION \$10,000							\$
		RKERS COMPENSATION DEMPLOYERS' LIABILITY						PER OTH- STATUTE ER	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE ICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$
	(Mai	ndatory in NH)	117.6					E.L. DISEASE - EA EMPLOYEE	\$
		s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insured includes Junior Achievement of El Paso

Certificate holder is named as additional insured as it relates to general liability in accordance with the terms and conditions of the policy. Umbrella follows form as it relates to additional insureds

CERTIFICATE HOLDER	CANCELLATION
City of El Paso Economic & International Development	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
123 W Mills Avenue, Suite 111	AUTHORIZED REPRESENTATIVE
El Paso TX 79901	Section 1

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ATTACHMENT "D" ADDITIONAL TERMS & CONDITIONS (ARPA)

The subrecipients must abide by the following, as may be updated and revised.

- A) Social Security Act Title VI Sections 602 and 603, Enacted March 11, 2021.
- B) Compliance and Reporting Guidance for the State and Local Fiscal Recovery Funds
- C) 2022 State and Local Fiscal Recovery Fund Compliance Supplement
- D) Coronavirus State and Local Fiscal Recovery Funds Final Rule Frequently Asked Questions

In addition to the above requirements, subrecipients must comply with the <u>April 1, 2022 Final Rule</u> for the <u>Coronavirus State & Local Fiscal Recovery Funds</u>. An overview of the federal agency requirements in the Final Rule is attached for ease of use of the subrecipients.



Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. DEPARTMENT OF THE TREASURY

January 2022



The Overview of the Final Rule provides a summary of major provisions of the final rule for informational purposes and is intended as a brief, simplified user guide to the final rule provisions.

The descriptions provided in this document summarize key provisions of the final rule but are non-exhaustive, do not describe all terms and conditions associated with the use of SLFRF, and do not describe all requirements that may apply to this funding. Any SLFRF funds received are also subject to the terms and conditions of the agreement entered into by Treasury and the respective jurisdiction, which incorporate the provisions of the final rule and the guidance that implements this program.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



Contents

Introduction	4
Overview of the Program	6
Replacing Lost Public Sector Revenue	9
Responding to Public Health and Economic Impacts of COVID-19	12
Responding to the Public Health Emergency	14
Responding to Negative Economic Impacts	16
Assistance to Households	17
Assistance to Small Businesses	21
Assistance to Nonprofits	23
Aid to Impacted Industries	24
Public Sector Capacity	26
Public Safety, Public Health, and Human Services Staff	26
Government Employment and Rehiring Public Sector Staff	27
Effective Service Delivery	28
Capital Expenditures	30
Framework for Eligible Uses Beyond those Enumerated	32
Premium Pay	35
Water & Sewer Infrastructure	37
Broadband Infrastructure	39
Restrictions on Use	41
Program Administration	43

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



Introduction

The Coronavirus State and Local Fiscal Recovery Funds (SLFRF), a part of the American Rescue Plan, delivers \$350 billion to state, local, and Tribal governments across the country to support their response to and recovery from the COVID-19 public health emergency. The program ensures that governments have the resources needed to:

- Fight the pandemic and support families and businesses struggling with its public health and economic impacts,
- · Maintain vital public services, even amid declines in revenue, and
- Build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity.

EARLY PROGRAM IMPLEMENTATION

In May 2021, Treasury published the Interim final rule (IFR) describing eligible and ineligible uses of funds (as well as other program provisions), sought feedback from the public on these program rules, and began to distribute funds. The IFR went immediately into effect in May, and since then, governments have used SLFRF funds to meet their immediate pandemic response needs and begin building a strong and equitable recovery, such as through providing vaccine incentives, development of affordable housing, and construction of infrastructure to deliver safe and reliable water.

As governments began to deploy this funding in their communities, Treasury carefully considered the feedback provided through its public comment process and other forums. Treasury received over 1,500 comments, participated in hundreds of meetings, and received correspondence from a wide range of governments and other stakeholders.

KEY CHANGES AND CLARIFICATIONS IN THE FINAL RULE

The final rule delivers broader flexibility and greater simplicity in the program, responsive to feedback in the comment process. Among other clarifications and changes, the final rule provides the features below.

Replacing Lost Public Sector Revenue

The final rule offers a standard allowance for revenue loss of up to \$10 million, allowing recipients to select between a standard amount of revenue loss or complete a full revenue loss calculation.

Recipients that select the standard allowance may use that amount – in many cases their full award – for government services, with streamlined reporting requirements.

Public Health and Economic Impacts

In addition to programs and services, the final rule clarifies that recipients can use funds for capital expenditures that support an eligible COVID-19 public health or economic response. For example, recipients may build certain affordable housing, childcare facilities, schools, hospitals, and other projects consistent with final rule requirements.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



In addition, the final rule provides an expanded set of households and communities that are presumed to be "impacted" and "disproportionately impacted" by the pandemic, thereby allowing recipients to provide responses to a broad set of households and entities without requiring additional analysis. Further, the final rule provides a broader set of uses available for these communities as part of COVID-19 public health and economic response, including making affordable housing, childcare, early learning, and services to address learning loss during the pandemic eligible in all impacted communities and making certain community development and neighborhood revitalization activities eligible for disproportionately impacted communities.

Further, the final rule allows for a broader set of uses to restore and support government employment, including hiring above a recipient's pre-pandemic baseline, providing funds to employees that experienced pay cuts or furloughs, avoiding layoffs, and providing retention incentives.

Premium Pay

The final rule delivers more streamlined options to provide premium pay, by broadening the share of eligible workers who can receive premium pay without a written justification while maintaining a focus on lower-income and frontline workers performing essential work.

Water, Sewer & Broadband Infrastructure

The final rule significantly broadens eligible broadband infrastructure investments to address challenges with broadband access, affordability, and reliability, and adds additional eligible water and sewer infrastructure investments, including a broader range of lead remediation and stormwater management projects.

FINAL RULE EFFECTIVE DATE

The final rule takes effect on April 1, 2022. Until that time, the interim final rule remains in effect; funds used consistently with the IFR while it is in effect are in compliance with the SLFRF program.

However, recipients can choose to take advantage of the final rule's flexibilities and simplifications now, even ahead of the effective date. Treasury will not take action to enforce the interim final rule to the extent that a use of funds is consistent with the terms of the final rule, regardless of when the SLFRF funds were used. Recipients may consult the Statement Regarding Compliance with the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule and Final Rule, which can be found on Treasury's website, for more information on compliance with the interim final rule and the final rule.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



Overview of the Program

The Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program provides substantial flexibility for each jurisdiction to meet local needs within the four separate eligible use categories. This Overview of the Final Rule addresses the four eligible use categories ordered from the broadest and most flexible to the most specific.

Recipients may use SLFRF funds to:

- Replace lost public sector revenue, using this funding to provide government services up to the
 amount of revenue loss due to the pandemic.
 - Recipients may determine their revenue loss by choosing between two options:
 - A standard allowance of up to \$10 million in aggregate, not to exceed their award amount, during the program;
 - Calculating their jurisdiction's specific revenue loss each year using Treasury's formula, which compares actual revenue to a counterfactual trend.
 - Recipients may use funds up to the amount of revenue loss for government services; generally, services traditionally provided by recipient governments are government services, unless Treasury has stated otherwise.
- Support the COVID-19 public health and economic response by addressing COVID-19 and its
 impact on public health as well as addressing economic harms to households, small businesses,
 nonprofits, impacted industries, and the public sector.
 - Recipients can use funds for programs, services, or capital expenditures that respond to the public health and negative economic impacts of the pandemic.
 - To provide simple and clear eligible uses of funds, Treasury provides a list of
 enumerated uses that recipients can provide to households, populations, or classes (i.e.,
 groups) that experienced pandemic impacts.
 - Public health eligible uses include COVID-19 mitigation and prevention, medical expenses, behavioral healthcare, and preventing and responding to violence.
 - Eligible uses to respond to negative economic impacts are organized by the type of beneficiary: assistance to households, small businesses, and nonprofits.
 - Each category includes assistance for "impacted" and "disproportionately impacted" classes: impacted classes experienced the general, broad-based impacts of the pandemic, while disproportionately impacted classes faced meaningfully more severe impacts, often due to preexisting disparities.
 - To simplify administration, the final rule presumes that some populations and groups were impacted or disproportionately impacted and are eligible for responsive services.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



- Eligible uses for assistance to impacted households include aid for reemployment, job training, food, rent, mortgages, utilities, affordable housing development, childcare, early education, addressing learning loss, and many more uses.
- Eligible uses for assistance to impacted small businesses or nonprofits include loans or grants to mitigate financial hardship, technical assistance for small businesses, and many more uses.
- Recipients can also provide assistance to impacted industries like travel, tourism, and hospitality that faced substantial pandemic impacts, or address impacts to the public sector, for example by re-hiring public sector workers cut during the crisis.
- Recipients providing funds for enumerated uses to populations and groups that
 Treasury has presumed eligible are clearly operating consistently with the final rule.
 Recipients can also identify (1) other populations or groups, beyond those presumed eligible, that experienced pandemic impacts or disproportionate impacts and (2) other programs, services, or capital expenditures, beyond those enumerated, to respond to those impacts.
- Provide premium pay for eligible workers performing essential work, offering additional support to those who have and will bear the greatest health risks because of their service in critical sectors.
 - Recipients may provide premium pay to eligible workers generally those working inperson in key economic sectors who are below a wage threshold or non-exempt from
 the Fair Labor Standards Act overtime provisions, or if the recipient submits justification
 that the premium pay is responsive to workers performing essential work.
- Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, to support vital wastewater and stormwater infrastructure, and to expand affordable access to broadband internet.
 - Recipients may fund a broad range of water and sewer projects, including those eligible
 under the EPA's Clean Water State Revolving Fund, EPA's Drinking Water State
 Revolving Fund, and certain additional projects, including a wide set of lead
 remediation, stormwater infrastructure, and aid for private wells and septic units.
 - Recipients may fund high-speed broadband infrastructure in areas of need that the
 recipient identifies, such as areas without access to adequate speeds, affordable
 options, or where connections are inconsistent or unreliable; completed projects must
 participate in a low-income subsidy program.

While recipients have considerable flexibility to use funds to address the diverse needs of their communities, some restrictions on use apply across all eligible use categories. These include:

• For states and territories: No offsets of a reduction in net tax revenue resulting from a change in state or territory law.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



- For all recipients except for Tribal governments: No extraordinary contributions to a pension fund for the purpose of reducing an accrued, unfunded liability.
- For all recipients: No payments for debt service and replenishments of rainy day funds; no
 satisfaction of settlements and judgments; no uses that contravene or violate the American
 Rescue Plan Act, Uniform Guidance conflicts of interest requirements, and other federal, state,
 and local laws and regulations.

Under the SLFRF program, funds must be used for costs incurred on or after March 3, 2021. Further, funds must be obligated by December 31, 2024, and expended by December 31, 2026. This time period, during which recipients can expend SLFRF funds, is the "period of performance."

In addition to SLFRF, the American Rescue Plan includes other sources of funding for state and local governments, including the <u>Coronavirus Capital Projects Fund</u> to fund critical capital investments including broadband infrastructure; the <u>Homeowner Assistance Fund</u> to provide relief for our country's most vulnerable homeowners; the <u>Emergency Rental Assistance Program</u> to assist households that are unable to pay rent or utilities; and the <u>State Small Business Credit Initiative</u> to fund small business credit expansion initiatives. Eligible recipients are encouraged to visit the Treasury website for more information.



Replacing Lost Public Sector Revenue

The Coronavirus State and Local Fiscal Recovery Funds provide needed fiscal relief for recipients that have experienced revenue loss due to the onset of the COVID-19 public health emergency. Specifically, SLFRF funding may be used to pay for "government services" in an amount equal to the revenue loss experienced by the recipient due to the COVID-19 public health emergency.

Government services generally include any service traditionally provided by a government, including construction of roads and other infrastructure, provision of public safety and other services, and health and educational services. Funds spent under government services are subject to streamlined reporting and compliance requirements.

In order to use funds under government services, recipients should first determine revenue loss. They may, then, spend up to that amount on general government services.

DETERMINING REVENUE LOSS

Recipients have two options for how to determine their amount of revenue loss. Recipients must choose one of the two options and cannot switch between these approaches after an election is made.

1. Recipients may elect a "standard allowance" of \$10 million to spend on government services through the period of performance.

Under this option, which is newly offered in the final rule Treasury presumes that up to \$10 million in revenue has been lost due to the public health emergency and recipients are permitted to use that amount (not to exceed the award amount) to fund "government services." The standard allowance provides an estimate of revenue loss that is based on an extensive analysis of average revenue loss across states and localities, and offers a simple, convenient way to determine revenue loss, particularly for SLFRF's smallest recipients.

All recipients may elect to use this standard allowance instead of calculating lost revenue using the formula below, including those with total allocations of \$10 million or less. Electing the standard allowance does not increase or decrease a recipient's total allocation.

Recipients may calculate their actual revenue loss according to the formula articulated in the final rule.

Under this option, recipients calculate revenue loss at four distinct points in time, either at the end of each calendar year (e.g., December 31 for years 2020, 2021, 2022, and 2023) or the end of each fiscal year of the recipient. Under the flexibility provided in the final rule, recipients can choose whether to use calendar or fiscal year dates but must be consistent throughout the period of performance. Treasury has also provided several adjustments to the definition of general revenue in the final rule.

To calculate revenue loss at each of these dates, recipients must follow a four-step process:

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



- a. Calculate revenues collected in the most recent full fiscal year prior to the public health emergency (i.e., last full fiscal year before January 27, 2020), called the *base year* revenue.
- b. Estimate *counterfactual revenue*, which is equal to the following formula, where *n* is the number of months elapsed since the end of the base year to the calculation date:

base year revenue $\times (1 + growth \ adjustment)^{\frac{n}{12}}$

The *growth adjustment* is the greater of either a standard growth rate—5.2 percent—or the recipient's average annual revenue growth in the last full three fiscal years prior to the COVID-19 public health emergency.

c. Identify *actual revenue*, which equals revenues collected over the twelve months immediately preceding the calculation date.

Under the final rule, recipients must adjust actual revenue totals for the effect of tax cuts and tax increases that are adopted after the date of adoption of the final rule (January 6, 2022). Specifically, the estimated fiscal impact of tax cuts and tax increases adopted after January 6, 2022, must be added or subtracted to the calculation of actual revenue for purposes of calculation dates that occur on or after April 1, 2022.

Recipients may subtract from their calculation of actual revenue the effect of tax increases enacted prior to the adoption of the final rule. Note that recipients that elect to remove the effect of tax increases enacted before the adoption of the final rule must also remove the effect of tax decreases enacted before the adoption of the final rule, such that they are accurately removing the effect of tax policy changes on revenue.

d. Revenue loss for the calculation date is equal to counterfactual revenue minus actual revenue (adjusted for tax changes) for the twelve-month period. If actual revenue exceeds counterfactual revenue, the loss is set to zero for that twelve-month period. Revenue loss for the period of performance is the sum of the revenue loss on for each calculation date.

The supplementary information in the final rule provides an example of this calculation, which recipients may find helpful, in the Revenue Loss section.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



SPENDING ON GOVERNMENT SERVICES

Recipients can use SLFRF funds on government services up to the revenue loss amount, whether that be the standard allowance amount or the amount calculated using the above approach. **Government services generally include** *any service* **traditionally provided by a government**, unless Treasury has stated otherwise. Here are some common examples, although this list is not exhaustive:

- Construction of schools and hospitals
- Road building and maintenance, and other infrastructure
- ✓ Health services
- General government administration, staff, and administrative facilities
- ✓ Environmental remediation
- Provision of police, fire, and other public safety services (including purchase of fire trucks and police vehicles)

Government services is the most flexible eligible use category under the SLFRF program, and funds are subject to streamlined reporting and compliance requirements. Recipients should be mindful that certain restrictions, which are detailed further in the Restrictions on Use section and apply to all uses of funds, apply to government services as well.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



Responding to Public Health and Economic Impacts of COVID-19

The Coronavirus State and Local Fiscal Recovery Funds provide resources for governments to meet the public health and economic needs of those impacted by the pandemic in their communities, as well as address longstanding health and economic disparities, which amplified the impact of the pandemic in disproportionately impacted communities, resulting in more severe pandemic impacts.

The eligible use category to respond to public health and negative economic impacts is organized around the types of assistance a recipient may provide and includes several sub-categories:

- · public health,
- · assistance to households,
- assistance to small businesses,
- · assistance to nonprofits,
- aid to impacted industries, and
- · public sector capacity.

In general, to identify eligible uses of funds in this category, recipients should (1) identify a COVID-19 public health or economic impact on an individual or class (i.e., a group) and (2) design a program that responds to that impact. Responses should be related and reasonably proportional to the harm identified and reasonably designed to benefit those impacted.

To provide simple, clear eligible uses of funds that meet this standard, Treasury provides a non-exhaustive list of enumerated uses that respond to pandemic impacts. Treasury also presumes that some populations experienced pandemic impacts and are eligible for responsive services. In other words, recipients providing enumerated uses of funds to populations presumed eligible are clearly operating consistently with the final rule.¹

Recipients also have broad flexibility to (1) identify and respond to other pandemic impacts and (2) serve other populations that experienced pandemic impacts, beyond the enumerated uses and presumed eligible populations. Recipients can also identify groups or "classes" of beneficiaries that experienced pandemic impacts and provide services to those classes.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

¹ However, please note that use of funds for enumerated uses may not be grossly disproportionate to the harm. Further, recipients should consult the Capital Expenditures section for more information about pursuing a capital expenditure; please note that enumerated capital expenditures are not presumed to be reasonably proportional responses to an identified harm except as provided in the Capital Expenditures section.



Step	1. Identify COVID-19 public health or economic impact	2. Design a response that addresses or responds to the impact			
Analysis	 Can identify impact to a specific household, business or nonprofit or to a class of households, businesses, or nonprofits (i.e., group) Can also identify disproportionate impacts, or more severe impacts, to a specific beneficiary or to a class 	 Types of responses can include a program, service, or capital expenditure Response should be related and reasonably proportional to the harm Response should also be reasonably designed to benefit impacted individual or class 			
Simplifying Presumptions	Final Rule presumes certain populations and classes are impacted and disproportionately impacted	Final Rule provides non-exhaustive list of enumerated eligible uses that respond to pandemic impacts and disproportionate impacts			

To assess eligibility of uses of funds, recipients should first determine the sub-category where their use of funds may fit (e.g., public health, assistance to households, assistance to small businesses), based on the entity that experienced the health or economic impact.² Then, recipients should refer to the relevant section for more details on each sub-category.

While the same overall eligibility standard applies to all uses of funds to respond to the public health and negative economic impacts of the pandemic, each sub-category has specific nuances on its application. In addition:

- Recipients interested in using funds for capital expenditures (i.e., investments in property, facilities, or equipment) should review the Capital Expenditures section in addition to the eligible use sub-category.
- Recipients interested in other uses of funds, beyond the enumerated uses, should refer to the section on "Framework for Eligible Uses Beyond Those Enumerated."

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

² For example, a recipient interested in providing aid to unemployed individuals is addressing a negative economic impact experienced by a household and should refer to the section on assistance to households. Recipients should also be aware of the difference between "beneficiaries" and "sub-recipients." Beneficiaries are households, small businesses, or nonprofits that can receive assistance based on impacts of the pandemic that they experienced. On the other hand, sub-recipients are organizations that carry out eligible uses on behalf of a government, often through grants or contracts. Sub-recipients do not need to have experienced a negative economic impact of the pandemic; rather, they are providing services to beneficiaries that experienced an impact.



RESPONDING TO THE PUBLIC HEALTH EMERGENCY

While the country has made tremendous progress in the fight against COVID-19, including a historic vaccination campaign, the disease still poses a grave threat to Americans' health and the economy. Providing state, local, and Tribal governments the resources needed to fight the COVID-19 pandemic is a core goal of the Coronavirus State and Local Fiscal Recovery Funds, as well as addressing the other ways that the pandemic has impacted public health. Treasury has identified several public health impacts of the pandemic and enumerated uses of funds to respond to impacted populations.

- **COVID-19 mitigation and prevention.** The pandemic has broadly impacted Americans and recipients can provide services to prevent and mitigate COVID-19 to the general public or to small businesses, nonprofits, and impacted industries in general. Enumerated eligible uses include:
 - Vaccination programs, including vaccine incentives and vaccine sites
 - ✓ Testing programs, equipment and sites
 - Monitoring, contact tracing & public health surveillance (e.g., monitoring for variants)
 - ✓ Public communication efforts
 - ✓ Public health data systems
 - COVID-19 prevention and treatment equipment, such as ventilators and ambulances
 - ✓ Medical and PPE/protective supplies
 - ✓ Support for isolation or quarantine
 - Ventilation system installation and improvement
 - Technical assistance on mitigation of COVID-19 threats to public health and safety
 - Transportation to reach vaccination or testing sites, or other prevention and mitigation services for vulnerable populations

- Support for prevention, mitigation, or other services in congregate living facilities, public facilities, and schools
- Support for prevention and mitigation strategies in small businesses, nonprofits, and impacted industries
- Medical facilities generally dedicated to COVID-19 treatment and mitigation (e.g., ICUs, emergency rooms)
- Temporary medical facilities and other measures to increase COVID-19 treatment capacity
- Emergency operations centers & emergency response equipment (e.g., emergency response radio systems)
- Public telemedicine capabilities for COVID-19 related treatment

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



- **Medical expenses.** Funds may be used for expenses to households, medical providers, or others that incurred medical costs due to the pandemic, including:
 - ✓ Unreimbursed expenses for medical care for COVID-19 testing or treatment, such as uncompensated care costs for medical providers or out-of-pocket costs for individuals
 - Paid family and medical leave for public employees to enable compliance with COVID-19 public health precautions
- ✓ Emergency medical response expenses
- ✓ Treatment of long-term symptoms or effects of COVID-19
- Behavioral health care, such as mental health treatment, substance use treatment, and other behavioral health services. Treasury recognizes that the pandemic has broadly impacted Americans' behavioral health and recipients can provide these services to the general public to respond.
 Enumerated eligible uses include:
 - Prevention, outpatient treatment, inpatient treatment, crisis care, diversion programs, outreach to individuals not yet engaged in treatment, harm reduction & long-term recovery support
 - Enhanced behavioral health services in schools
 - Services for pregnant women or infants born with neonatal abstinence syndrome
- Support for equitable access to reduce disparities in access to high-quality treatment
- Peer support groups, costs for residence in supportive housing or recovery housing, and the 988 National Suicide Prevention Lifeline or other hotline services
- Expansion of access to evidence-based services for opioid use disorder prevention, treatment, harm reduction, and recovery
- ✓ Behavioral health facilities & equipment
- Preventing and responding to violence. Recognizing that violence and especially gun violence –
 has increased in some communities due to the pandemic, recipients may use funds to respond in
 these communities through:
 - Referrals to trauma recovery services for victims of crime
 - Community violence intervention programs, including:
 - Evidence-based practices like focused deterrence, with wraparound services such as behavioral therapy, trauma recovery, job training, education, housing and relocation services, and financial assistance
- ✓ In communities experiencing increased gun violence due to the pandemic:
 - Law enforcement officers focused on advancing community policing
 - Enforcement efforts to reduce gun violence, including prosecution
 - Technology & equipment to support law enforcement response

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



RESPONDING TO NEGATIVE ECONOMIC IMPACTS

The pandemic caused severe economic damage and, while the economy is on track to a strong recovery, much work remains to continue building a robust, resilient, and equitable economy in the wake of the crisis and to ensure that the benefits of this recovery reach all Americans. While the pandemic impacted millions of American households and businesses, some of its most severe impacts fell on low-income and underserved communities, where pre-existing disparities amplified the impact of the pandemic and where the most work remains to reach a full recovery.

The final rule recognizes that the pandemic caused broad-based impacts that affected many communities, households, and small businesses across the country; for example, many workers faced unemployment and many small businesses saw declines in revenue. The final rule describes these as "impacted" households, communities, small businesses, and nonprofits.

At the same time, the pandemic caused disproportionate impacts, or more severe impacts, in certain communities. For example, low-income and underserved communities have faced more severe health and economic outcomes like higher rates of COVID-19 mortality and unemployment, often because pre-existing disparities exacerbated the impact of the pandemic. The final rule describes these as "disproportionately impacted" households, communities, small businesses, and nonprofits.

To simplify administration of the program, the final rule presumes that certain populations were "impacted" and "disproportionately impacted" by the pandemic; these populations are presumed to be eligible for services that respond to the impact they experienced. The final rule also enumerates a non-exhaustive list of eligible uses that are recognized as responsive to the impacts or disproportionate impacts of COVID-19. Recipients providing enumerated uses to populations presumed eligible are clearly operating consistently with the final rule.

As discussed further in the section Framework for Eligible Uses Beyond Those Enumerated, recipients can also identify other pandemic impacts, impacted or disproportionately impacted populations or classes, and responses.

However, note that the final rule maintains that general infrastructure projects, including roads, streets, and surface transportation infrastructure, would generally not be eligible under this eligible use category, unless the project responded to a specific pandemic public health need or a specific negative economic impact. Similarly, general economic development or workforce development – activities that do not respond to negative economic impacts of the pandemic but rather seek to more generally enhance the jurisdiction's business climate – would generally not be eligible under this eligible use category.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



Assistance to Households

Impacted Households and Communities

Treasury presumes the following households and communities are impacted by the pandemic:

- Low- or-moderate income households or communities
- Households that experienced unemployment
- Households that experienced increased food or housing insecurity
- ✓ Households that qualify for the Children's Health Insurance Program, Childcare Subsidies through the Child Care Development Fund (CCDF) Program, or Medicaid
- ✓ When providing affordable housing programs: households that qualify for the National Housing Trust Fund and Home Investment Partnerships Program
- ✓ When providing services to address lost instructional time in K-12 schools: any student that lost access to in-person instruction for a significant period of time

Low- or moderate-income households and communities are those with (i) income at or below 300 percent of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines or (ii) income at or below 65 percent of the area median income for the county and size of household based on the most recently published data. For the vast majority of communities, the Federal Poverty Guidelines are higher than the area's median income and using the Federal Poverty Guidelines would result in more households and communities being presumed eligible. Treasury has provided an easy-to-use spreadsheet with Federal Poverty Guidelines and area median income levels on its website.

Recipients can measure income for a specific household or the median income for the community, depending on whether the response they plan to provide serves specific households or the general community. The income thresholds vary by household size; recipients should generally use income thresholds for the appropriate household size but can use a default household size of three when easier for administration or when measuring income for a general community.

The income limit for 300 percent of the Federal Poverty Guidelines for a household of three is \$65,880 per year.³ In other words, recipients can always presume that a household earning below this level, or a community with median income below this level, is impacted by the pandemic and eligible for services to respond. Additionally, by following the steps detailed in the section Framework for Eligible Uses Beyond Those Enumerated, recipients may designate additional households as impacted or disproportionately impacted beyond these presumptions, and may also pursue projects not listed below in response to these impacts consistent with Treasury's standards.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

⁸ For recipients in Alaska, the income limit for 300 percent of the Federal Poverty Guidelines for a household of three is \$82,350 per year. For recipients in Hawaii, the income limit for 300 percent of the Federal Poverty Guidelines for a household of three is \$75,780 per year.



Treasury recognizes the enumerated projects below, which have been expanded under the final rule, as eligible to respond to impacts of the pandemic on households and communities:

- Food assistance (e.g., child nutrition programs, including school meals) & food banks
- Emergency housing assistance: rental assistance, mortgage assistance, utility assistance, assistance paying delinquent property taxes, counseling and legal aid to prevent eviction and homelessness & emergency programs or services for homeless individuals, including temporary residences for people experiencing homelessness
- ✓ Health insurance coverage expansion
- Benefits for surviving family members of individuals who have died from COVID-19
- Assistance to individuals who want and are available for work, including job training, public jobs programs and fairs, support for childcare and transportation to and from a jobsite or interview, incentives for newlyemployed workers, subsidized employment, grants to hire underserved workers, assistance to unemployed individuals to start small businesses & development of job and workforce training centers
- Financial services for the unbanked and underbanked

- ✓ Burials, home repair & home weatherization
- Programs, devices & equipment for internet access and digital literacy, including subsidies for costs of access
- √ Cash assistance
- ✓ Paid sick, medical, and family leave programs
- Assistance in accessing and applying for public benefits or services
- Childcare and early learning services, home visiting programs, services for child welfareinvolved families and foster youth & childcare facilities
- Assistance to address the impact of learning loss for K-12 students (e.g., high-quality tutoring, differentiated instruction)
- Programs or services to support long-term housing security: including development of affordable housing and permanent supportive housing
- ✓ Certain contributions to an Unemployment Insurance Trust Fund⁴

⁴ Recipients may only use SLFRF funds for contributions to unemployment insurance trust funds and repayment of the principal amount due on advances received under Title XII of the Social Security Act up to an amount equal to (i) the difference between the balance in the recipient's unemployment insurance trust fund as of January 27, 2020 and the balance of such account as of May 17, 2021, plus (ii) the principal amount outstanding as of May 17, 2021 on any advances received under Title XII of the Social Security Act between January 27, 2020 and May 17, 2021. Further, recipients may use SLFRF funds for the payment of any interest due on such Title XII advances. Additionally, a recipient that deposits SLFRF funds into its unemployment insurance trust fund to fully restore the pre-pandemic balance may not draw down that balance and deposit more SLFRF funds, back up to the pre-pandemic balance. Recipients that deposit SLFRF funds into an unemployment insurance trust fund, or use SLFRF funds to repay principal on Title XII advances, may not take action to reduce benefits available to unemployed workers by changing the computation method governing regular unemployment compensation in a way that results in a reduction of average weekly benefit amounts or the number of weeks of benefits payable (i.e., maximum benefit entitlement).

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule



Disproportionately Impacted Households and Communities

Treasury presumes the following households and communities are disproportionately impacted by the pandemic:

- ✓ Low -income households and communities
- ✓ Households residing in Qualified Census
 Tracts
- Households that qualify for certain federal benefits⁵
- Households receiving services provided by Tribal governments
- ✓ Households residing in the U.S. territories or receiving services from these governments

Low-income households and communities are those with (i) income at or below 185 percent of the Federal Poverty Guidelines for the size of its household based on the most recently published poverty guidelines or (ii) income at or below 40 percent of area median income for its county and size of household based on the most recently published data. For the vast majority of communities, the Federal Poverty Guidelines level is higher than the area median income level and using this level would result in more households and communities being presumed eligible. Treasury has provided an easy-to-use spreadsheet with Federal Poverty Guidelines and area median income levels on its website.

Recipients can measure income for a specific household or the median income for the community, depending on whether the service they plan to provide serves specific households or the general community. The income thresholds vary by household size; recipients should generally use income thresholds for the appropriate household size but can use a default household size of three when easier for administration or when measuring income for a general community.

The income limit for 185 percent of the Federal Poverty Guidelines for a household of three is \$40,626 per year.⁶ In other words, recipients can always presume that a household earning below this level, or a community with median income below this level, is disproportionately impacted by the pandemic and eligible for services to respond.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

⁵ These programs are Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), Free- and Reduced-Price Lunch (NSLP) and/or School Breakfast (SBP) programs, Medicare Part D Low-Income Subsidies, Supplemental Security Income (SSI), Head Start and/or Early Head Start, Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), Section 8 Vouchers, Low-Income Home Energy Assistance Program (LIHEAP), and Pell Grants. For services to address educational disparities, Treasury will recognize Title I eligible schools as disproportionately impacted and responsive services that support the school generally or support the whole school as eligible.

⁶ For recipients in Alaska, the income limit for 185 percent of the Federal Poverty Guidelines for a household of three is \$50,783 per year. For recipients in Hawaii, the income limit for 185 percent of the Federal Poverty Guidelines for a household of three is \$46,731 per year



Treasury recognizes the enumerated projects below, which have been expanded under the final rule, as eligible to respond to disproportionate impacts of the pandemic on households and communities:

- Pay for community health workers to help households access health & social services
- Remediation of lead paint or other lead hazards
- Primary care clinics, hospitals, integration of health services into other settings, and other investments in medical equipment & facilities designed to address health disparities
- Housing vouchers & assistance relocating to neighborhoods with higher economic opportunity
- Investments in neighborhoods to promote improved health outcomes
- ✓ Improvements to vacant and abandoned properties, including rehabilitation or maintenance, renovation, removal and remediation of environmental contaminants, demolition or deconstruction, greening/vacant lot cleanup & conversion to affordable housing⁷
- Services to address educational disparities, including assistance to high-poverty school districts & educational and evidence-based services to address student academic, social, emotional, and mental health needs
- ✓ Schools and other educational equipment & facilities
- Responses available to respond to impacts of the pandemic on households and communities (including those listed on page 18)

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

⁷ Please see the final rule for further details and conditions applicable to this eligible use. This includes Treasury's presumption that demolition of vacant or abandoned residential properties that results in a net reduction in occupiable housing units for low- and moderate-income individuals in an area where the availability of such housing is lower than the need for such housing is ineligible for support with SLFRF funds.



Assistance to Small Businesses

Small businesses have faced widespread challenges due to the pandemic, including periods of shutdown, declines in revenue, or increased costs. The final rule provides many tools for recipients to respond to the impacts of the pandemic on small businesses, or disproportionate impacts on businesses where pre-existing disparities like lack of access to capital compounded the pandemic's effects.

Small businesses eligible for assistance are those that experienced negative economic impacts or disproportionate impacts of the pandemic and meet the definition of "small business," specifically:

- Have no more than 500 employees, or if applicable, the size standard in number of employees
 <u>established</u> by the Administrator of the Small Business Administration for the industry in which
 the business concern or organization operates, and
- 2. Are a small business concern as defined in section 3 of the Small Business Act⁸ (which includes, among other requirements, that the business is independently owned and operated and is not dominant in its field of operation).

Impacted Small Businesses

Recipients can identify small businesses impacted by the pandemic, and measures to respond, in many ways; for example, recipients could consider:

- √ Decreased revenue or gross receipts
- √ Financial insecurity
- √ Increased costs

- √ Capacity to weather financial hardship
- ✓ Challenges covering payroll, rent or mortgage, and other operating costs

Assistance to small businesses that experienced negative economic impacts includes the following enumerated uses:

- ✓ Loans or grants to mitigate financial hardship, such as by supporting payroll and benefits, costs to retain employees, and mortgage, rent, utility, and other operating costs
- √ Technical assistance, counseling, or other services to support business planning

Disproportionately Impacted Small Businesses

Treasury presumes that the following small businesses are disproportionately impacted by the pandemic:

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

^{8 15} U.S.C. 632.



- √ Small businesses operating in Qualified Census Tracts
- ✓ Small businesses operated by Tribal governments or on Tribal lands
- √ Small businesses operating in the U.S. territories

Assistance to disproportionately impacted small businesses includes the following enumerated uses, which have been expanded under the final rule:

- √ Rehabilitation of commercial properties, storefront improvements & façade improvements
- √ Technical assistance, business incubators & grants for start-up or expansion costs for small businesses
- √ Support for microbusinesses, including financial, childcare, and transportation costs

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



Assistance to Nonprofits

Nonprofits have faced significant challenges due to the pandemic's increased demand for services and changing operational needs, as well as declines in revenue sources such as donations and fees. Nonprofits eligible for assistance are those that experienced negative economic impacts or disproportionate impacts of the pandemic and meet the definition of "nonprofit"—specifically those that are 501(c)(3) or 501(c)(19) tax-exempt organizations.

Impacted Nonprofits

Recipients can identify nonprofits impacted by the pandemic, and measures to respond, in many ways; for example, recipients could consider:

- ✓ Decreased revenue (e.g., from donations and fees)
- ✓ Financial insecurity
- ✓ Increased costs (e.g., uncompensated increases in service need)
- ✓ Capacity to weather financial hardship
- Challenges covering payroll, rent or mortgage, and other operating costs

Assistance to nonprofits that experienced negative economic impacts includes the following enumerated uses:

- ✓ Loans or grants to mitigate financial hardship
- Technical or in-kind assistance or other services that mitigate negative economic impacts of the pandemic

Disproportionately Impacted Nonprofits

Treasury presumes that the following nonprofits are disproportionately impacted by the pandemic:

- Tracts
- Nonprofits operating in Qualified Census ✓ Nonprofits operating in the U.S. territories
- Nonprofits operated by Tribal governments or on Tribal lands

Recipients may identify appropriate responses that are related and reasonably proportional to addressing these disproportionate impacts.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



Aid to Impacted Industries

Recipients may use SLFRF funding to provide aid to industries impacted by the COVID-19 pandemic. Recipients should first designate an impacted industry and then provide aid to address the impacted industry's negative economic impact.

This sub-category of eligible uses does not separately identify disproportionate impacts and corresponding responsive services.

- 1. Designating an impacted industry. There are two main ways an industry can be designated as "impacted."
 - If the industry is in the travel, tourism, or hospitality sectors (including Tribal development districts), the industry is impacted.
 - 2. If the industry is outside the travel, tourism, or hospitality sectors, the industry is impacted if:
 - a. The industry experienced at least 8 percent employment loss from pre-pandemic levels,⁹ or
 - b. The industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries as of the date of the final rule, based on the totality of economic indicators or qualitative data (if quantitative data is unavailable), and if the impacts were generally due to the COVID-19 public health emergency.

Recipients have flexibility to define industries broadly or narrowly, but Treasury encourages recipients to define narrow and discrete industries eligible for aid. State and territory recipients also have flexibility to define the industries with greater geographic precision; for example, a state may identify a particular industry in a certain region of a state as impacted.

2. Providing eligible aid to the impacted industry. Aid may only be provided to support businesses, attractions, and Tribal development districts operating prior to the pandemic and affected by required closures and other efforts to contain the pandemic. Further, aid should be generally broadly available to all businesses within the impacted industry to avoid potential conflicts of interest, and Treasury encourages aid to be first used for operational expenses, such as payroll, before being used on other types of costs.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

⁹ Specifically, a recipient should compare the percent change in the number of employees of the recipient's identified industry and the national Leisure & Hospitality sector in the three months before the pandemic's most severe impacts began (a straight three-month average of seasonally-adjusted employment data from December 2019, January 2020, and February 2020) with the latest data as of the final rule (a straight three-month average of seasonally-adjusted employment data from September 2021, October 2021, and November 2021). For parity and simplicity, smaller recipients without employment data that measure industries in their specific jurisdiction may use data available for a broader unit of government for this calculation (e.g., a county may use data from the state in which it is located; a city may use data for the county, if available, or state in which it is located) solely for purposes of determining whether a particular industry is an impacted industry.



Treasury recognizes the enumerated projects below as eligible responses to impacted industries.

- ✓ Aid to mitigate financial hardship, such as supporting payroll costs, lost pay and benefits for returning employees, support of operations and maintenance of existing equipment and facilities
- Technical assistance, counseling, or other services to support business planning
- ✓ COVID-19 mitigation and infection prevention measures (see section Public Health)

As with all eligible uses, recipients may pursue a project not listed above by undergoing the steps outlined in the section Framework for Eligible Uses Beyond Those Enumerated.



PUBLIC SECTOR CAPACITY

Recipients may use SLFRF funding to restore and bolster public sector capacity, which supports government's ability to deliver critical COVID-19 services. There are three main categories of eligible uses to bolster public sector capacity and workforce: Public Safety, Public Health, and Human Services Staff; Government Employment and Rehiring Public Sector Staff; and Effective Service Delivery.

Public Safety, Public Health, and Human Services Staff

SLFRF funding may be used for payroll and covered benefits for public safety, public health, health care, human services and similar employees of a recipient government, for the portion of the employee's time spent responding to COVID-19. Recipients should follow the steps below.

1. Identify eligible public safety, public health, and human services staff. Public safety staff include:

- Police officers (including state police officers)
- ✓ Sheriffs and deputy sheriffs
- ✓ Firefighters
- Emergency medical responders
- ✓ Correctional and detention officers
- Dispatchers and supervisor personnel that directly support public safety staff

Public health staff include:

- Employees involved in providing medical and other physical or mental health services to patients and supervisory personnel, including medical staff assigned to schools, prisons, and other such institutions
- Laboratory technicians, medical examiners, morgue staff, and other support services essential for patient care
- Employees of public health departments directly engaged in public health matters and related supervisory personnel

Human services staff include:

- Employees providing or administering social services and public benefits
- Child welfare services employees
- ✓ Child, elder, or family care employees

2. Assess portion of time spent on COVID-19 response for eligible staff.

Recipients can use a variety of methods to assess the share of an employees' time spent responding to COVID-19, including using reasonable estimates—such as estimating the share of time based on discussions with staff and applying that share to all employees in that position.

For administrative convenience, recipients can consider public health and safety employees entirely devoted to responding to COVID-19 (and their payroll and benefits fully covered by SLFRF) if the

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



employee, or his or her operating unit or division, is "primarily dedicated" to responding to COVID-19. Primarily dedicated means that more than half of the employee, unit, or division's time is dedicated to responding to COVID-19.

Recipients must periodically reassess their determination and maintain records to support their assessment, although recipients do not need to track staff hours.

 Use SLFRF funding for payroll and covered benefits for the portion of eligible staff time spent on COVID-19 response. SLFRF funding may be used for payroll and covered benefits for the portion of the employees' time spent on COVID-19 response, as calculated above, through the period of performance.

Government Employment and Rehiring Public Sector Staff

Under the increased flexibility of the final rule, SLFRF funding may be used to support a broader set of uses to restore and support public sector employment. Eligible uses include hiring up to a pre-pandemic baseline that is adjusted for historic underinvestment in the public sector, providing additional funds for employees who experienced pay cuts or were furloughed, avoiding layoffs, providing worker retention incentives, and paying for ancillary administrative costs related to hiring, support, and retention.

- Restoring pre-pandemic employment. Recipients have two options to restore pre-pandemic
 employment, depending on the recipient's needs.
 - If the recipient simply wants to hire back employees for pre-pandemic positions: Recipients
 may use SLFRF funds to hire employees for the same positions that existed on January 27,
 2020 but that were unfilled or eliminated as of March 3, 2021. Recipients may use SLFRF
 funds to cover payroll and covered benefits for such positions through the period of
 performance.
 - If the recipient wants to hire above the pre-pandemic baseline and/or would like to have flexibility in positions: Recipients may use SLFRF funds to pay for payroll and covered benefits associated with the recipient increasing its number of budgeted FTEs up to 7.5 percent above its pre-pandemic baseline. Specifically, recipients should undergo the following steps:
 - a. Identify the recipient's budgeted FTE level on January 27, 2020. This includes all budgeted positions, filled and unfilled. This is called the *pre-pandemic baseline*.
 - b. Multiply the pre-pandemic baseline by 1.075. This is called the *adjusted pre*pandemic baseline.
 - c. Identify the recipient's budgeted FTE level on March 3, 2021, which is the beginning of the period of performance for SLFRF funds. Recipients may, but are not required to, exclude the number of FTEs dedicated to responding to the COVID-19 public health emergency. This is called the actual number of FTEs.
 - d. Subtract the *actual number of FTEs* from the *adjusted pre-pandemic baseline* to calculate the number of FTEs that can be covered by SLFRF funds. Recipients do not have to hire for the same roles that existed pre-pandemic.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



Recipients may use SLFRF funds to cover payroll and covered benefits through the period of performance; these employees must have begun their employment on or after March 3, 2021. Recipients may only use SLFRF funds for additional FTEs hired over the March 3, 2021 level (i.e., the *actual number of FTEs*).

- Supporting and retaining public sector workers. Recipients can also use funds in other ways
 that support the public sector workforce.¹⁰ These include:
 - Providing additional funding for employees who experienced pay reductions or were furloughed since the onset of the pandemic, up to the difference in the employee's pay, taking into account unemployment benefits received.
 - Maintaining current compensation levels to prevent layoffs. SLFRF funds may be used
 to maintain current compensation levels, with adjustments for inflation, in order to
 prevent layoffs that would otherwise be necessary.
 - Providing worker retention incentives, including reasonable increases in compensation to persuade employees to remain with the employer as compared to other employment options. Retention incentives must be entirely additive to an employee's regular compensation, narrowly tailored to need, and should not exceed incentives traditionally offered by the recipient or compensation that alternative employers may offer to compete for the employees. Treasury presumes that retention incentives that are less than 25 percent of the rate of base pay for an individual employee or 10 percent for a group or category of employees are reasonably proportional to the need to retain employees, as long as other requirements are met.
- Covering administrative costs associated with administering the hiring, support, and retention programs above.

Effective Service Delivery

SLFRF funding may be used to improve the efficacy of public health and economic programs through tools like program evaluation, data, and outreach, as well as to address administrative needs caused or exacerbated by the pandemic. Eligible uses include:

Supporting program evaluation, data, and outreach through:

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

¹⁰ Recipients should be able to substantiate that these uses of funds are substantially due to the public health emergency or its negative economic impacts (e.g., fiscal pressures on state and local budgets) and respond to its impacts. See the final rule for details on these uses



U.S. DEPARTMENT OF THE TREASURY

- Program evaluation and evidence resources
- Data analysis resources to gather, assess, share, and use data
- Technology infrastructure to improve access to and the user experience of government IT systems, as well as technology improvements to increase public access and delivery of government programs and services
- Community outreach and engagement activities
- Capacity building resources to support using data and evidence, including hiring staff, consultants, or technical assistance support

• Addressing administrative needs, including:

- Administrative costs for programs responding to the public health emergency and its economic impacts, including non-SLFRF and non-federally funded programs
- ✓ Address administrative needs caused or exacerbated by the pandemic, including addressing backlogs caused by shutdowns, increased repair or maintenance needs, and technology infrastructure to adapt government operations to the pandemic (e.g., video-conferencing software, data and case management systems)

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



CAPITAL EXPENDITURES

As described above, the final rule clarifies that recipients may use funds for programs, services, and capital expenditures that respond to the public health and negative economic impacts of the pandemic. Any use of funds in this category for a capital expenditure must comply with the capital expenditure requirements, in addition to other standards for uses of funds.

Capital expenditures are subject to the same eligibility standard as other eligible uses to respond to the pandemic's public health and economic impacts; specifically, they must be related and reasonably proportional to the pandemic impact identified and reasonably designed to benefit the impacted population or class.

For ease of administration, the final rule identifies enumerated types of capital expenditures that Treasury has identified as responding to the pandemic's impacts; these are listed in the applicable subcategory of eligible uses (e.g., public health, assistance to households, etc.). Recipients may also identify other responsive capital expenditures. Similar to other eligible uses in the SLFRF program, no preapproval is required for capital expenditures.

To guide recipients' analysis of whether a capital expenditure meets the eligibility standard, recipients (with the exception of Tribal governments) must complete and meet the requirements of a written justification for capital expenditures equal to or greater than \$1 million. For large-scale capital expenditures, which have high costs and may require an extended length of time to complete, as well as most capital expenditures for non-enumerated uses of funds, Treasury requires recipients to submit their written justification as part of regular reporting. Specifically:

If a project has total capital expenditures of	and the use is enumerated by Treasury as eligible, then	and the use is beyond those enumerated by Treasury as eligible, then
Less than \$1 million	No Written Justification required	No Written Justification required
Greater than or equal to \$1 million, but less than \$10 million	Written Justification required but recipients are not required to submit as part of regular reporting to Treasury	Written Justification required and recipients must submit as part of regular
\$10 million or more	Written Justification required and recipients must submit as part of regular reporting to Treasury	reporting to Treasury

A Written Justification includes:

Description of the harm or need to be addressed. Recipients should provide a description of the
specific harm or need to be addressed and why the harm was exacerbated or caused by the
public health emergency. Recipients may provide quantitative information on the extent and the
type of harm, such as the number of individuals or entities affected.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



- Explanation of why a capital expenditure is appropriate. For example, recipients should include
 an explanation of why existing equipment and facilities, or policy changes or additional funding
 to pertinent programs or services, would be inadequate.
- Comparison of proposed capital project against at least two alternative capital expenditures and
 demonstration of why the proposed capital expenditure is superior. Recipients should consider
 the effectiveness of the capital expenditure in addressing the harm identified and the expected
 total cost (including pre-development costs) against at least two alternative capital
 expenditures.

Where relevant, recipients should consider the alternatives of improving existing capital assets already owned or leasing other capital assets.

Treasury presumes that the following capital projects are generally ineligible:

- Construction of new correctional facilities as a response to an increase in rate of crime
- Construction of new congregate facilities to decrease spread of COVID-19 in the facility
- Construction of convention centers, stadiums, or other large capital projects intended for general economic development or to aid impacted industries

In undertaking capital expenditures, Treasury encourages recipients to adhere to strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions. Treasury also encourages recipients to prioritize in their procurements employers with high labor standards and to prioritize employers without recent violations of federal and state labor and employment laws.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



FRAMEWORK FOR ELIGIBLE USES BEYOND THOSE ENUMERATED

As described above, recipients have broad flexibility to identify and respond to other pandemic impacts and serve other populations that experienced pandemic impacts, beyond the enumerated uses and presumed eligible populations. Recipients should undergo the following steps to decide whether their project is eligible:

Step	1. Identify COVID-19 public health or economic impact	2. Design a response that addresses or responds to the impact
Analysis	Can identify impact to a specific household, business or nonprofit or to a class of households, businesses or nonprofits (i.e., group) Can also identify disproportionate impacts, or more severe impacts, to a specific beneficiary or to a class	Types of responses can include a program, service, or capital expenditure Response should be related and reasonably proportional to the harm Response should also be reasonably designed to benefit impacted individual or class

- 1. Identify a COVID-19 public health or negative economic impact on an individual or a class.

 Recipients should identify an individual or class that is "impacted" or "disproportionately impacted" by the COVID-19 public health emergency or its negative economic impacts as well as the specific impact itself.
 - "Impacted" entities are those impacted by the disease itself or the harmful
 consequences of the economic disruptions resulting from or exacerbated by the COVID19 public health emergency. For example, an individual who lost their job or a small
 business that saw lower revenue during a period of closure would both have
 experienced impacts of the pandemic.
 - "Disproportionately impacted" entities are those that experienced disproportionate
 public health or economic outcomes from the pandemic; Treasury recognizes that preexisting disparities, in many cases, amplified the impacts of the pandemic, causing more
 severe impacts in underserved communities. For example, a household living in a
 neighborhood with limited access to medical care and healthy foods may have faced
 health disparities before the pandemic, like a higher rate of chronic health conditions,
 that contributed to more severe health outcomes during the COVID-19 pandemic.

The recipient may choose to identify these impacts at either the individual level or at a class level. If the recipient is identifying impacts at the individual level, they should retain documentation supporting the impact the individual experienced (e.g., documentation of lost revenues from a small business). Such documentation can be streamlined in many cases (e.g., self-attestation that a household requires food assistance).

Recipients also have broad flexibility to identify a "class" – or a group of households, small businesses, or nonprofits – that experienced an impact. In these cases, the recipients should

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



first identify the class and the impact that it faced. Then, recipients only need to document that the individuals served fall within that class; recipients do not need to document a specific impact to each individual served. For example, a recipient could identify that restaurants in the downtown area faced substantial declines in revenue due to decreased foot traffic from workers; the recipient could develop a program to respond to the impact on that class and only needs to document that the businesses being served are restaurants in the downtown area.

Recipients should keep the following considerations in mind when designating a class:

- There should be a relationship between the definition of the class and the proposed response. Larger and less-specific classes are less likely to have experienced similar harms, which may make it more difficult to design a response that appropriately responds to those harms.
- Classes may be determined on a population basis or on a geographic basis, and the
 response should be appropriately matched. For example, a response might be designed
 to provide childcare to single parents, regardless of which neighborhood they live in, or
 a response might provide a park to improve the health of a disproportionately impacted
 neighborhood.
- Recipients may designate classes that experienced disproportionate impact, by
 assessing the impacts of the pandemic and finding that some populations experienced
 meaningfully more severe impacts than the general public. To determine these
 disproportionate impacts, recipients:
 - May designate classes based on academic research or government research publications (such as the citations provided in the supplementary information in the final rule), through analysis of their own data, or through analysis of other existing data sources.
 - May also consider qualitative research and sources to augment their analysis, or when quantitative data is not readily available. Such sources might include resident interviews or feedback from relevant state and local agencies, such as public health departments or social services departments.
 - Should consider the quality of the research, data, and applicability of analysis to their determination in all cases.
- Some of the enumerated uses may also be appropriate responses to the impacts
 experienced by other classes of beneficiaries. It is permissible for recipients to provide
 these services to other classes, so long as the recipient determines that the response is
 also appropriate for those groups.
- Recipients may designate a class based on income level, including at levels higher than
 the final rule definition of "low- and moderate-income." For example, a recipient may
 identify that households in their community with incomes above the final rule threshold
 for low-income nevertheless experienced disproportionate impacts from the pandemic
 and provide responsive services.
- 2. Design a response that addresses or responds to the impact. Programs, services, and other interventions must be reasonably designed to benefit the individual or class that experienced

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



the impact. They must also be related and reasonably proportional to the extent and type of impact experienced. For example, uses that bear no relation or are grossly disproportionate to the type or extent of the impact would not be eligible.

"Reasonably proportional" refers to the scale of the response compared to the scale of the harm, as well as the targeting of the response to beneficiaries compared to the amount of harm they experienced; for example, it may not be reasonably proportional for a cash assistance program to provide a very small amount of aid to a group that experienced severe harm and a much larger amount to a group that experienced relatively little harm. Recipients should consider relevant factors about the harm identified and the response to evaluate whether the response is reasonably proportional. For example, recipients may consider the size of the population impacted and the severity, type, and duration of the impact. Recipients may also consider the efficacy, cost, cost-effectiveness, and time to delivery of the response.

For disproportionately impacted communities, recipients may design interventions that address broader pre-existing disparities that contributed to more severe health and economic outcomes during the pandemic, such as disproportionate gaps in access to health care or pre-existing disparities in educational outcomes that have been exacerbated by the pandemic.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



Premium Pay

The Coronavirus State and Local Fiscal Recovery Funds may be used to provide premium pay to eligible workers performing essential work during the pandemic. Premium pay may be awarded to eligible workers up to \$13 per hour. Premium pay must be in addition to wages or remuneration (i.e., compensation) the eligible worker otherwise receives. Premium pay may not exceed \$25,000 for any single worker during the program.

Recipients should undergo the following steps to provide premium pay to eligible workers.

- Identify an "eligible" worker. Eligible workers include workers "needed to maintain continuity
 of operations of essential critical infrastructure sectors." These sectors and occupations are
 eligible:
 - ✓ Health care
 - Emergency response
 - ✓ Sanitation, disinfection & cleaning
 - ✓ Maintenance
 - Grocery stores, restaurants, food production, and food delivery
 - ✓ Pharmacy
 - ✓ Biomedical research
 - ✓ Behavioral health
 - ✓ Medical testing and diagnostics
 - ✓ Home and community-based health care or assistance with activities of daily living
 - ✓ Family or child care
 - ✓ Social services
 - ✓ Public health
 - Mortuary
 - Critical clinical research, development, and testing necessary for COVID-19 response

- State, local, or Tribal government workforce
- Workers providing vital services to Tribes
- Educational, school nutrition, and other work required to operate a school facility
- ✓ Laundry
- ✓ Elections
- Solid waste or hazardous materials management, response, and cleanup
- Work requiring physical interaction with patients
- Dental care
- Transportation and warehousing
- Hotel and commercial lodging facilities that are used for COVID-19 mitigation and containment

Beyond this list, the chief executive (or equivalent) of a recipient government may designate additional non-public sectors as critical so long as doing so is necessary to protecting the health and wellbeing of the residents of such jurisdictions.

- 2. Verify that the eligible worker performs "essential work," meaning work that:
 - Is not performed while teleworking from a residence; and
 - Involves either:
 - a. regular, in-person interactions with patients, the public, or coworkers of the individual that is performing the work; or
 - b. regular physical handling of items that were handled by, or are to be handled by, patients, the public, or coworkers of the individual that is performing the work.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



- 3. Confirm that the premium pay "responds to" workers performing essential work during the COVID-19 public health emergency. Under the final rule, which broadened the share of eligible workers who can receive premium pay without a written justification, recipients may meet this requirement in one of three ways:
 - Eligible worker receiving premium pay is earning (with the premium included) at or below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics' <u>Occupational Employment and Wage Statistics</u>, whichever is higher, on an annual basis; or
 - Eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions; or
 - If a worker does not meet either of the above requirements, the recipient must submit written justification to Treasury detailing how the premium pay is otherwise responsive to workers performing essential work during the public health emergency. This may include a description of the essential worker's duties, health, or financial risks faced due to COVID-19, and why the recipient determined that the premium pay was responsive. Treasury anticipates that recipients will easily be able to satisfy the justification requirement for front-line workers, like nurses and hospital staff.

Premium pay may be awarded in installments or lump sums (e.g., monthly, quarterly, etc.) and may be awarded to hourly, part-time, or salaried or non-hourly workers. Premium pay must be paid in addition to wages already received and may be paid retrospectively. A recipient may not use SLFRF to merely reimburse itself for premium pay or hazard pay already received by the worker, and premium pay may not be paid to volunteers.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



Water & Sewer Infrastructure

The Coronavirus State and Local Fiscal Recovery Funds may be used to make necessary investments in water and sewer infrastructure. State, local, and Tribal governments have a tremendous need to address the consequences of deferred maintenance in drinking water systems and removal, management, and treatment of sewage and stormwater, along with additional resiliency measures needed to adapt to climate change.

Recipients may undertake the eligible projects below:

PROJECTS ELIGIBLE UNDER EPA'S CLEAN WATER STATE REVOLVING FUND (CWSRF)

Eligible projects under the CWSRF, and the final rule, include:

- Construction of publicly owned treatment works
- ✓ Projects pursuant to implementation of a nonpoint source pollution management program established under the Clean Water Act (CWA)
- Decentralized wastewater treatment systems that treat municipal wastewater or domestic sewage
- Management and treatment of stormwater or subsurface drainage water
- ✓ Water conservation, efficiency, or reuse measures

- Development and implementation of a conservation and management plan under the CWA
- Watershed projects meeting the criteria set forth in the CWA
- Energy consumption reduction for publicly owned treatment works
- Reuse or recycling of wastewater, stormwater, or subsurface drainage water
- Security of publicly owned treatment works

Treasury encourages recipients to review the EPA handbook for the <u>CWSRF</u> for a full list of eligibilities.

PROJECTS ELIGIBLE UNDER EPA'S DRINKING WATER STATE REVOLVING FUND (DWSRF)

Eligible drinking water projects under the DWSRF, and the final rule, include:

- Facilities to improve drinking water quality
- Transmission and distribution, including improvements of water pressure or prevention of contamination in infrastructure and lead service line replacements
- New sources to replace contaminated drinking water or increase drought resilience, including aquifer storage and recovery system for water storage
- Green infrastructure, including green roofs, rainwater harvesting collection, permeable pavement
- Storage of drinking water, such as to prevent contaminants or equalize water demands
- ✓ Purchase of water systems and interconnection of systems
- ✓ New community water systems

Treasury encourages recipients to review the EPA handbook for the <u>DWSRF</u> for a full list of eligibilities.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



ADDITIONAL ELIGIBLE PROJECTS

With broadened eligibility under the final rule, SLFRF funds may be used to fund additional types of projects— such as additional stormwater infrastructure, residential wells, lead remediation, and certain rehabilitations of dams and reservoirs— beyond the CWSRF and DWSRF, if they are found to be "necessary" according to the definition provided in the final rule and outlined below.

- Culvert repair, resizing, and removal, replacement of storm sewers, and additional types of stormwater infrastructure
- Infrastructure to improve access to safe drinking water for individual served by residential wells, including testing initiatives, and treatment/remediation strategies that address contamination
- Dam and reservoir rehabilitation if primary purpose of dam or reservoir is for drinking water supply and project is necessary for provision of drinking water
- ✓ Broad set of lead remediation projects eligible under EPA grant programs authorized by the Water Infrastructure Improvements for the Nation (WIIN) Act, such as lead testing, installation of corrosion control treatment, lead service line replacement, as well as water quality testing, compliance monitoring, and remediation activities, including replacement of internal plumbing and faucets and fixtures in schools and childcare facilities

A "necessary" investment in infrastructure must be:

- (1) responsive to an identified need to achieve or maintain an adequate minimum level of service, which may include a reasonable projection of increased need, whether due to population growth or otherwise,
- (2) a cost-effective means for meeting that need, taking into account available alternatives, and
- (3) for investments in infrastructure that supply drinking water in order to meet projected population growth, projected to be sustainable over its estimated useful life.

Please note that DWSRF and CWSRF-eligible projects are generally presumed to be necessary investments. Additional eligible projects generally must be responsive to an identified need to achieve or maintain an adequate minimum level of service. Recipients are only required to assess cost-effectiveness of projects for the creation of new drinking water systems, dam and reservoir rehabilitation projects, or projects for the extension of drinking water service to meet population growth needs. Recipients should review the supplementary information to the final rule for more details on requirements applicable to each type of investment.

APPLICABLE STANDARDS & REQUIREMENTS

Treasury encourages recipients to adhere to strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions. Treasury also encourages recipients to prioritize in their procurements employers with high labor standards and to prioritize employers without recent violations of federal and state labor and employment laws.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



Broadband Infrastructure

The Coronavirus State and Local Fiscal Recovery Funds may be used to make necessary investments in broadband infrastructure, which has been shown to be critical for work, education, healthcare, and civic participation during the public health emergency. The final rule broadens the set of eligible broadband infrastructure investments that recipients may undertake.

Recipients may pursue investments in broadband infrastructure meeting technical standards detailed below, as well as an expanded set of cybersecurity investments.

BROADBAND INFRASTRUCTURE INVESTMENTS

Recipients should adhere to the following requirements when designing a broadband infrastructure project:

- 1. Identify an eligible area for investment. Recipients are encouraged to prioritize projects that are designed to serve locations without access to reliable wireline 100/20 Mbps broadband service (meaning service that reliably provides 100 Mbps download speed and 20 Mbps upload speed through a wireline connection), but are broadly able to invest in projects designed to provide service to locations with an identified need for additional broadband investment. Recipients have broad flexibility to define need in their community. Examples of need could include:
 - Lack of access to a reliable high-speed broadband connection
- ✓ Lack of affordable broadband
- ✓ Lack of reliable service

If recipients are considering deploying broadband to locations where there are existing and enforceable federal or state funding commitments for reliable service of at least 100/20 Mbps, recipients must ensure that SLFRF funds are designed to address an identified need for additional broadband investment that is not met by existing federal or state funding commitments. Recipients must also ensure that SLFRF funds will not be used for costs that will be reimbursed by the other federal or state funding streams.

2. Design project to meet high-speed technical standards. Recipients are required to design projects to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds. In cases where it is not practicable, because of the excessive cost of the project or geography or topography of the area to be served by the project, eligible projects may be designed to reliably meet or exceed 100/20 Mbps and be scalable to a minimum of symmetrical 100 Mbps download and upload speeds.

Treasury encourages recipients to prioritize investments in fiber-optic infrastructure wherever feasible and to focus on projects that will achieve last-mile connections. Further, Treasury encourages recipients to prioritize support for broadband networks owned, operated by, or affiliated with local governments, nonprofits, and co-operatives.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



- 3. **Require enrollment in a low-income subsidy program.** Recipients must require the service provider for a broadband project that provides service to households to either:
 - Participate in the FCC's Affordable Connectivity Program (ACP)
- Provide access to a broad-based affordability program to low-income consumers that provides benefits commensurate to ACP

Treasury encourages broadband services to also include at least one low-cost option offered without data usage caps at speeds sufficient for a household with multiple users to simultaneously telework and engage in remote learning. Recipients are also encouraged to consult with the community on affordability needs.

CYBERSECURITY INVESTMENTS

SLFRF may be used for modernization of cybersecurity for existing and new broadband infrastructure, regardless of their speed delivery standards. This includes modernization of hardware and software.

APPLICABLE STANDARDS & REQUIREMENTS

Treasury encourages recipients to adhere to strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions. Treasury also encourages recipients to prioritize in their procurements employers with high labor standards and to prioritize employers without recent violations of federal and state labor and employment laws.

 ${\it Coronavirus \, State \, \& \, Local \, Fiscal \, Recovery \, Funds: \, Overview \, of \, the \, Final \, Rule}$

U.S. Department of the Treasury



Restrictions on Use

While recipients have considerable flexibility to use Coronavirus State and Local Fiscal Recovery Funds to address the diverse needs of their communities, some restrictions on use of funds apply.

OFFSET A REDUCTION IN NET TAX REVENUE

States and territories may not use this funding to directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation, or administrative interpretation beginning on March 3, 2021, through the last day of the fiscal year in which the funds provided have been spent. If a state or territory cuts taxes during this period, it must demonstrate how it paid for the tax cuts from sources other than SLFRF, such as by enacting policies to raise other sources of revenue, by cutting spending, or through higher revenue due to economic growth. If the funds provided have been used to offset tax cuts, the amount used for this purpose must be repaid to the Treasury.

DEPOSITS INTO PENSION FUNDS

- No recipients except Tribal governments may use this funding to make a deposit to a pension fund. Treasury defines a "deposit" as an extraordinary contribution to a pension fund for the purpose of reducing an accrued, unfunded liability. While pension deposits are prohibited, recipients may use funds for routine payroll contributions connected to an eligible use of funds (e.g., for public health and safety staff). Examples of extraordinary payments include ones that:
 - Reduce a liability incurred prior to the start of the COVID-19 public health emergency and occur outside the recipient's regular timing for making the payment
- Occur at the regular time for pension contributions but is larger than a regular payment would have been

ADDITIONAL RESTRICTIONS AND REQUIREMENTS

Additional restrictions and requirements that apply across all eligible use categories include:

- No debt service or replenishing financial reserves. Since SLFRF funds are intended to be used prospectively, recipients may not use SLFRF funds for debt service or replenishing financial reserves (e.g., rainy day funds).
- No satisfaction of settlements and judgments. Satisfaction of any obligation arising under or
 pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt
 restructuring in a judicial, administrative, or regulatory proceeding is itself not an eligible use.
 However, if a settlement requires the recipient to provide services or incur other costs that are
 an eligible use of SLFRF funds, SLFRF may be used for those costs.
- Additional general restrictions. SLFRF funds may not be used for a project that conflicts with or
 contravenes the purpose of the American Rescue Plan Act statute (e.g., uses of funds that
 Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



undermine COVID-19 mitigation practices in line with CDC guidance and recommendations) and may not be used in violation of the Award Terms and Conditions or conflict of interest requirements under the Uniform Guidance. Other applicable laws and regulations, outside of SLFRF program requirements, may also apply (e.g., laws around procurement, contracting, conflicts-of-interest, environmental standards, or civil rights).

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



Program Administration

The Coronavirus State and Local Fiscal Recovery Funds final rule details a number of administrative processes and requirements, including on distribution of funds, timeline for use of funds, transfer of funds, treatment of loans, use of funds to meet non-federal match or cost-share requirements, administrative expenses, reporting on use of funds, and remediation and recoupment of funds used for ineligible purposes. This section provides a summary for the most frequently asked questions.

TIMELINE FOR USE OF FUNDS

Under the SLFRF, funds must be used for costs incurred on or after March 3, 2021. Further, costs must be obligated by December 31, 2024, and expended by December 31, 2026.

TRANSFERS

Recipients may undertake projects on their own or through subrecipients, which carry out eligible uses on behalf of a recipient, including pooling funds with other recipients or blending and braiding SLFRF funds with other sources of funds. Localities may also transfer their funds to the state through section 603(c)(4), which will decrease the locality's award and increase the state award amounts.

LOANS

Recipients may generally use SLFRF funds to provide loans for uses that are otherwise eligible, although there are special rules about how recipients should track program income depending on the length of the loan. Recipients should consult the final rule if they seek to utilize these provisions.

NON-FEDERAL MATCH OR COST-SHARE REQUIREMENTS

Funds available under the "revenue loss" eligible use category (sections 602(c)(1)(C) and 603(c)(1)(C) of the Social Security Act) generally may be used to meet the non-federal cost-share or matching requirements of other federal programs. However, note that SLFRF funds may not be used as the non-federal share for purposes of a state's Medicaid and CHIP programs because the Office of Management and Budget has approved a waiver as requested by the Centers for Medicare & Medicaid Services pursuant to 2 CFR 200.102 of the Uniform Guidance and related regulations.

SLFRF funds beyond those that are available under the revenue loss eligible use category may not be used to meet the non-federal match or cost-share requirements of other federal programs, other than as specifically provided for by statute. As an example, the Infrastructure Investment and Jobs Act provides that SLFRF funds may be used to meet the non-federal match requirements of authorized Bureau of Reclamation projects and certain broadband deployment projects. Recipients should consult the final rule for further details if they seek to utilize SLFRF funds as a match for these projects.

ADMINISTRATIVE EXPENSES

SLFRF funds may be used for direct and indirect administrative expenses involved in administering the program. For details on permissible direct and indirect administrative costs, recipients should refer to Treasury's Compliance and Reporting Guidance. Costs incurred for the same purpose in like circumstances must be treated consistently as either direct or indirect costs.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



REPORTING, COMPLIANCE & RECOUPMENT

Recipients are required to comply with Treasury's <u>Compliance and Reporting Guidance</u>, which includes submitting mandatory periodic reports to Treasury.

Funds used in violation of the final rule are subject to remediation and recoupment. As outlined in the final rule, Treasury may identify funds used in violation through reporting or other sources. Recipients will be provided with an initial written notice of recoupment with an opportunity to submit a request for reconsideration before Treasury provides a final notice of recoupment. If the recipient receives an initial notice of recoupment and does not submit a request for reconsideration, the initial notice will be deemed the final notice. Treasury may pursue other forms of remediation and monitoring in conjunction with, or as an alternative to, recoupment.

REVISIONS TO THE OVERVIEW OF THE FINAL RULE:

- January 18, 2022 (p. 4, p. 16): Clarification that the revenue loss standard allowance is "up to"
 \$10 million under the Replacing Lost Public Sector Revenue eligible use category; addition of
 further information on the eligibility of general infrastructure, general economic development,
 and worker development projects under the Public Health and Negative Economic Impacts
 eligible use category.
- March 17, 2022 (p. 18): Specified that provision of child nutrition programs is available to respond to impacts of the pandemic on households and communities.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. Contributions and Donations do NOT disqualify an applicant from doing business with the City.

Definitions:

A direct or indirect transfer of money, goods, services, or any other thing of value and includes an "Contribution" agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit. A person making a contribution, including the contributor's spouse. "Contributor" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in "Donation" their district An individual and spouse, a business entity, or an individual who owns a business entity in whole or in "Donor" part, or is operated by the individual, that is the subject of a council agenda item. Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and "Benefiting" other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Luna Maras

Full Name	Lupe Mares		
Business Name	Junior Achievement of the Desert Southwest		
Agenda Item Type	Workforce Development for Opportunity Youth		
Relevant Department	ECONOMIC & INTERNATIONAL DEVELOPMENT		

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

V	I have NOT made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.
OR	

I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following
City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME AMOUNT (\$)
Mayor	110/08/28/10/1
District 1	WE SIN
District 2	工器一器切
District 3	HIS NEO
District 4	1 3000000000000000000000000000000000000
District 5	11/6223///
District 6	TRY AS
District 7	OZZ.
District 8	

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions of donations prior to the relevant council meeting date.

Cianatura			Date: 9/24/2024	
Signature:	- V	7/	Date:	

CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: October 22, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Mirella Tamayo, 915-212-1617

Karina Brasgalla, 915-212-0094

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: 1. Cultivate an Environment Conducive to Strong, Economic Development

SUBGOAL: 1.1 Stabilize and expand El Paso's tax base

SUBJECT:

Discussion and action on A Resolution authorizing the City Manager to execute a Subrecipient Agreement by and between the City of El Paso and Junior Achievement of the Desert Southwest, Inc. ("JA"), a Texas non-profit organization, providing \$100,000 to JA to administer ARPA Act funds to institute the Workforce Development Pathways for Opportunity Youth Program which is designed to empower youth adults aged 16-25 with essential skills, coaching, and direct connections to potential employment opportunities.

BACKGROUND / DISCUSSION:

The American Rescue Plan Act of 2021 (ARPA) is a \$1.9 trillion stimulus bill passed by the US Congress and signed by President Joe Biden in March of 2021. The bill was a response to the COVID-19 Pandemic and sought to speed the United States' recovery by addressing both the health and economic impacts of the pandemic. The City of El Paso received \$154,365,135 from the ARPA bill and on May 14, 2022, City Council approved the allocation of \$14M to small business recovery and relief.

JAEP is a mission-driven organization founded in 1919 to equip young people with the skills and knowledge needed for economic success in today's rapidly changing world. JAEP delivers hands-on learning experiences in financial literacy, work readiness, and entrepreneurship through a blended approach, serving students both inschool and after-school. By partnering with educators, volunteers, and community stakeholders, JAEP fosters an environment that empowers students to explore career opportunities, build essential life skills, and make informed academic and economic decisions. Committed to inclusivity, JAEP ensures all students—regardless of background—have the opportunity to realize their potential and contribute to a more equitable economy.

JAEP will implement the Workforce Development Pathways for Opportunity Youth designed to empower opportunity youth aged 16-25 with essential skills, coaching, and direct connections to potential employment opportunities. The program responds to the increasing demand for alternative career routes in today's dynamic educational and job market. Through a combination of personalized coaching, skill-building, and job connections, it equips participants with the resources needed for success in the modern workforce. Additionally, the initiative supports El Paso's economic development by fostering a flexible, skilled local workforce.

Partner organizations were provided Contribution and Disclosure Forms in accordance with Ordinance No. 019581.

PRIOR COUNCIL ACTION:

On May 14, 2022, City Council approved the allocation of \$14M to Small Business Recovery and Relief.

AMOUNT AND SOURCE OF FUNDING:

American Rescue Plan Act (ARPA) Funding

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___NO

PRIMARY DEPARTMENT: Economic and International Development

Revised 04/09/2021

SECONDARY DEPARTME	:NI: N/A	
*****	**************************************	
DEPARTMENT HEAD:	They "	

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

El Paso, TX

Legislation Text

File #: 24-1433, 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, Omar Martinez, (915) 479-0341 Economic and International Development, Mirella Tamayo, (915) 212-1617 Economic and International Development, Karina Brasgalla, (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 a Resolution providing a \$1,000,000.00 be allocated to the U.S. Economic Development Administration (EDA) Fiscal Year 2024 Build to Scale (B2S) Program for the El Paso Technology Infrastructure Cooperative (Project) from the Impact Fund and authorizing the City of El Paso to support the Medical Center of the America's application through the City of El Paso's Business One-Stop Shop (BOSS).

CITY OF EL PASO, TEXAS AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: October 22, 2024

CONTACT PERSON(S) NAME Omar Martinez (915) 479-0341

Mirella Tamayo (915) 212-1617 Karina Brasgalla (915) 212-0094

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: No 1: Cultivate an Environment Conducive to Strong, Economic

Development

SUBJECT:

Discussion and action on a Resolution providing a \$1,000,000.00 match for an application to the U.S. Economic Development Administration (EDA) Fiscal Year 2024 Build to Scale Grant Program for the El Paso Technology Infrastructure Cooperative (EPTIC) Project, which is led by the Medical Center of the Americas (MCA) Foundation.

BACKGROUND / DISCUSSION:

The three-year project budget is \$3,664,310. This includes a \$1,832,155.00 grant request to the U.S. Economic Development Administration. 50% matching funds are distributed by \$1,000,000.00 from the City of El Paso and \$832,155.00 from the MCA Foundation.

The El Paso Technology Infrastructure Cooperative (EPTIC) project's vision is to accelerate the regional capacity to build and scale biotechnology startups that will improve the local economy and compete globally. We will achieve this by providing focused incubation and acceleration services, comprehensive data science and Al driven IT/cybersecurity training, directed mentoring, clear capital access pathway, and specialized expertise that supports entrepreneurs from ideation to scale. Core partners of this collaborative effort are the City of El Paso's Business One Stop Shop (BOSS), the Medical Center of the Americas Foundation Innovation Center, Pioneers 21 (P21) and Tech Frontier.

With these funds the EPTIC will develop a robust entrepreneur support, training, mentoring and resource access approach that will grow new companies, advance existing companies, and create and sustain good jobs in the biotech and healthcare industry

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

\$1,000,000.00 in Impact Funds were identified as a potential funding source for matching funds for this project.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Economic and International Development

SECONDARY DEPARTMENT:

*******************REQUIRED AUTHORIZATION***************	

DEPARTMENT HEAD:

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

Revised 04/09/2021

RESOLUTION

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

THAT \$1,000,000.00 be allocated to the U.S. Economic Development Administration (EDA) Fiscal Year 2024 Build to Scale (B2S) Program for the El Paso Technology Infrastructure Cooperative (Project) from the Impact Fund and the funds are available, committed to the project, and unencumbered; and

THAT the City of El Paso City Council authorizes participation in the application process through the Business One-Stop Shop (BOSS) program; and

THAT the City Manager or designee is authorized to establish future funding sources and make any budget transfers necessary for the City's continued participation in the Project; and

THAT the City Manager or designee be authorized to execute all documents required to effectuate the City's participation in the Project.

APPROVED this	day of	2024.		
	CITY OF EL PASO:			
	Oscar Leese Mayor	r		
ATTEST:				
Laura D. Prine City Clerk				
APPROVED AS TO FORM:	APPROVE	D AS TO CONTENT:		
Juan S. Gonzalez Senior Assistant City Attorney		galla, Interim Director		
Semon Assistant City Attorney	Economic at	Economic and International Development		