



1111 Bayou Road
La Marque, Texas
409-938-9202

Mayor Bobby Hocking

Mayor Pro-Tem Keith Bell- District A

Councilmember Chris Lane- District B

Councilmember Robert Michetich- District C

Councilwoman Casey McAuliffe- District D

ORDINANCE NO. O-2020-0002

RESOLUTION NO. R-2020-0003

**CITY OF LA MARQUE
CITY COUNCIL WORKSHOP
AGENDA
of
JANUARY 13, 2020**

Notice is hereby given that the City Council of the City of La Marque, Texas will conduct a Workshop on Monday, January 13, 2020, beginning at 6:00 p.m. at 1109-B Bayou Road for the purpose of considering the following agenda:

(1) CALL MEETING TO ORDER

(2) ROLL CALL

(3) INVOCATION AND PLEDGE OF ALLEGIENCE

(4) CITIZENS PARTICIPATION (Limited to three minutes per person)

Comments from the public (at this time, any person with city-related business who has signed up may speak to Council on a specific agenda item (limited to three (3) minutes.) In compliance with Texas Open Meeting Act, the City may not deliberate on comments. Personal attacks will not be allowed, and personnel matters should be addressed to the City Manager during normal business hours.

(5) CONSENT

- a. Discussion relating to adopt Resolution No. **R-2020-0001** calling for the General Election to be held May 2, 2020, to elect one (1) Councilmember for District "B" and one (1) Councilmember for District "D", each for a three (3) year term – Mayor B. Hocking/City Clerk R. Eldridge
- b. Discussion relating to adopt Resolution No. **R-2020-0002**, a Resolution by the City Council of the City of La Marque, Texas, authorizing publication of Notice of Intention to issue Certificates of Obligation; approving the preparation of a

Preliminary Official Statement; and approving other matters incidental thereto
- Finance Director S. Kou

- c. Discussion relating to adopt Ordinance No. **O-2020-0001**, amending Chapter 23, Section 23 - 1 "Special expenses for issuance and service of warrants in certain cases" of the Code of Ordinances to collect a fine not to exceed \$25 for an offense under Section 38.10, Penal Code, or Section 543.009, of the Transportation Code - Court Administrator R. Bell **THIS IS THE FIRST READING**
- d. Discussion relating to approve a Final Plat of La Marque 3 Addition being a subdivision establishing commercial restricted reserve "A", containing 1.275 acres, showing part of Block 51, Division K, of the Cook & Stewart Subdivision, John D. Moore Survey, Abstract No.150, City of La Marque, Galveston County, Texas (6th Avenue & Prune Street) - Development Services Coordinator S. Sutton
- e. Discussion relating to approve the purchase of one Spartan 4-door mid-mounted fire pumper through H-GAC Buy in the amount of \$625,000.00 - Fire Chief T. Weidman
- f. Discussion relating to approve purchase of five (5) each complete LifePak-15 cardiac monitors through a lease purchase agreement of five (5) annual payments, pending Legal review of financing agreement - Fire Chief T. Weidman
- g. Discussion relating to approve the renewal of contract to Advanced Data Processing, Inc. (ADPI), a subsidiary of R1 RCM Inc., and previously known as Intermedix, commencing 01-15-2020 through 01-15-2023 for Emergency Medical Service Billing and Collections - Fire Chief T. Weidman
- h. Discussion relating to award **RFP #20-01** to Clark Condon, and authorize the City Manager to negotiate a contract for consulting services related to creation of a Parks Master Plan for the City of La Marque - City Manager C. Jackson

(6) NEW BUSINESS

- a. Discussion relating to proposed municipal complex - City Manager C. Jackson
- b. Discussion relating to establishment of City of La Marque Teen Court - Councilman C. Lane

(7) ADJOURNMENT

CERTIFICATION:

I hereby certify that the above notice of meeting was posted at 1109-B Bayou Road, La Marque, Texas on or before January 10, 2020, before 5:30 p.m.

Robin Eldridge, TRMC
City Clerk

This facility is wheelchair accessible and accessible parking spaces are available. Request for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Clerk's office at (409) 938-9259, or Fax (409) 935-0401, or e-mail cityclerk@cityoflamarque.org for further information.



CITY COUNCIL AGENDA FORM

Meeting Date: January 13, 2020

Prepared by: Robin Eldridge

Agenda item: 5a

Reviewed by: Charlene Warren

Charles Jackson

Department: City Clerk

AGENDA ITEM DESCRIPTION: Discussion relating to adopt Resolution No. **R-2020-0001** calling for the General Election to be held May 2, 2020, to elect one (1) Councilmember for District "B" and one (1) Councilmember for District "D", each for a three (3) year term

☒

ATTACHMENTS FOR REFERENCE

1. Resolution
2. Contract with Galveston County

STAFF BRIEFING:

- According to the Election Calendar for a City's General Election, the recommended time for Calling and Posting a Notice of Election is January 20, 2020 through February 14, 2020

HISTORY:

- According to the City Charter, Councilmembers may be elected to three (3) year terms, with no term limits
- The positions of Councilmember in District "B" and Councilmember District "D" are up for election in the upcoming May 2, 2020 Election

TARGET IMPLEMENTATION: January 13, 2020

SIGNIFICANT ACTION DATES:

January 13, 2020 - Resolution to call for the City of La Marque's General Election and to contract with Galveston County to conduct the General Election and Run-off (if needed)

January 15, 2020 - First day for filing for a place on the ballot

February 14, 2020 - Last day for filing for a place on the ballot

April 20, 2020 - First day for Early Voting by personal appearance

April 28, 2020 - Last day for Early Voting by personal appearance

May 2, 2020 - Election Day



CITY COUNCIL AGENDA FORM

ACTION:

- | | |
|--|--|
| ☐ Ordinance | ☒ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☐ Other | |
| ☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | |

Cost Details:

Budgeted	\$25,000.00
Actual Bid	N/A
Estimated Expenditure	
Acct. Name(s)	Election Costs
Line Item #	01-4021-07-00
Other Funding	N/A

STAFF'S RECOMMENDATION: Recommend to adopt Resolution No. **R-2020-0001**, calling for the General Election to be held May 2, 2020, to elect one (1) Councilmember for District "B" and one (1) Councilmember for District "D", each for a three (3) year term

FISCAL IMPACT:

- This amount will depend on how many entities will be having an election, after the filing period ends
- Some entities may be able to cancel their elections
- The cost is split between the County and the entities that will be holding their elections

RESOLUTION NO. R-2020-0001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, CALLING THE GENERAL ELECTION TO BE HELD ON MAY 2, 2020 AND ADMINISTERED BY THE GALVESTON COUNTY ELECTIONS ADMINISTRATOR, FOR THE PURPOSE OF ELECTING THE POSITION OF ONE (1) COUNCILMEMBER (DISTRICT "B"); AND ONE (1) COUNCILMEMBER (DISTRICT "D"), TO THE LA MARQUE CITY COUNCIL FOR A THREE (3) YEAR TERM; DESIGNATING FILING DEADLINES; ORDERING NOTICES OF ELECTION TO BE GIVEN AS PRESCRIBED BY LAW IN CONNECTION WITH SUCH ELECTION

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, THAT:

Section 1. An election is hereby called to be held on May 2, 2020, for the purpose of electing one (1) Councilmember from City Council District "B" and one (1) Councilmember from City Council District "D".

Section 2. The Election Day polling place where qualified voters shall cast ballots at such location in the City of La Marque, 2020 General Municipal Election are as follows:

City of La Marque Community Room
1109-B Bayou Road
La Marque, Texas 77568

** There will be several other polling places, since the Elections Services Contract with Galveston County is a Local Entity Countywide Vote Center Election

Election polls shall be open from 7:00 a.m. until 7:00 p.m. on the date of the election.

Section 3. Early voting by personal appearance will be conducted at the City of La Marque Community Room, 1109-B Bayou Road, La Marque, Texas, beginning on Monday, April 20, 2020 through Friday, April 24, 2020, with the polls being open from 8:00 a.m. to 5:00 p.m. the first week, and from 7:00 a.m. to 7:00 p.m. on Monday, April 27, 2020 and Tuesday, April 28, 2020.

Early Voting by mail shall be conducted by the Early Voting Clerk for Galveston County.

Applications for ballots by mail must be received no later than the close of business on Friday, April 17, 2020. Applications must be sent to:

Galveston County Elections Administration Office
Attn: Elections Coordinator (Early Voting Clerk)
P.O. Box 17253
Galveston, Texas 77552-4253

Dwight Sullivan, County Clerk Galveston County or his designee shall serve as the Presiding Judge of the Central Counting Station.

Section 4. Candidates must file for a specific place and adhere to the filing deadlines accordingly. Candidate packets are available in the City Clerk's office. The candidates filing periods for the General Election for Districts "B" and "D" are as follows:

General Election Filing for the position of City Council Districts "B" and "D"

Beginning: January 15, 2020 at 7:30 a.m.

Ending: February 14, 2020 at 5:00 p.m.

Candidates must file in the City Clerk's Office located at 1111 Bayou Road,
La Marque, Texas 77568.

Section 5. The City Clerk is hereby authorized and directed to publish and/or post, in the time and manner prescribed by law, all notices required to be so published and/or posted in connection with the conduct of this election. Galveston County Election Officer shall designate the election judges for the election. The election, including providing Notice of the Election, shall be conducted in accordance with the Texas Election Code and other applicable law, and all resident qualified and registered voters of the City shall be eligible to vote at the election.

PASSED, APPROVED AND ADOPTED by City Council of the City of La Marque this the _____ day of January, 2020.

CITY OF LA MARQUE, TEXAS

Bobby Hocking
Mayor

ATTEST:

Robin Eldridge
City Clerk

APPROVED AS TO FORM:

Acting City Attorney

Contract for Election Services

Local Entity Countywide Vote Center Elections

This Contract is made and entered into this **16th** day of **December** 2019 by and between Hon. Dwight D. Sullivan, County Clerk and County Election Officer for Galveston County (herein known as "Galveston County") and **Bobby Hocking** on behalf of **City of La Marque** ("Entity").

This Contract is being entered into pursuant to Texas Election Code, Chapter 31, Subchapter D for the purpose of ensuring that Galveston County and the Entity understand the tasks each is to perform in connection with the following election and any subsequent runoff election, to-wit:

Purpose of Election: **General Election- for Council Districts "B and "D"**

May 2, 2020
Election Date

June 13, 2020
Runoff Election Date

Early Voting will be held on **April 20-24, 2020** from 8 a.m. to 5 p.m. and **April 27-28, 2020** with the polls being open from 7 a.m. to 7 p.m. On Election Day the polls will be open from 7 a.m. to 7 p.m.

1. Duties and Services of Galveston County. Galveston County shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the election and any subsequent runoff election.

- 1.1. Program, or arrange to have programmed, the ballot.
[Cost: Based upon the number of contests on the ballot. See the Fee Schedule]
- 1.2. Arrange to have published the legal notices of the first test of the electronic tabulating equipment as provided in Texas Election Code §127.096 and conduct all required tests of the electronic tabulating equipment under Texas Election Code §§127.096-127.098 and §§129.021-129.023. The first test shall be conducted at least five days prior to the election. In addition, it will be performed during normal business hours and open to the public.
[Cost: The cost for publishing the notice will be split equally between all the entities involved. See the Fee Schedule]
- 1.3. Provide technical and equipment support for the electronic poll books, voting machines and equipment being provided to the Entity. In the event there is an equipment failure Galveston County shall try to remedy the problem over the phone. If unable to do so, will dispatch to locations within Galveston County the appropriate technical support personnel and equipment to correct the failure.
[Cost: Included in the 10% election fee]
- 1.4. On behalf of the Entity, obtain Official Voter Registration lists from the Voter Registrar to be used during Early Voting and on Election Day.

[See Section 2.3 below]

- 1.5. Provide Ballot by Mail services for the Entity.

[See the Fee Schedule]

- 1.6. Hire Judges, Alternate Judges, and clerks to serve as election workers at the various polling locations. Workers will be paid in accordance with Section 3 of this contract and will be required to complete election training (at the discretion of the Elections Division) as a prerequisite for serving. Workers will be paid \$40 for attending training.
- 1.7. Select the countywide vote center polling locations in coordination with the Entity and with the approval of Galveston County Commissioners' Court.
- 1.8. Provide the Entity ****and where possible the candidates running for office***, a sample ballot for them to proof and approve or provide corrections.
[See sections 2.6 and 2.7 for related information]

****The Entity will be responsible for providing Galveston County with the email and contact information for each candidate who will be on the ballot.***

For additional Duties of Galveston County see section **(5) Fee Schedule of Galveston County** below.

- 2. *Duties and Services of the Entity.*** The Entity will be responsible for performing the duties and services set forth in this section and will consummate this contract **on or before January 31, 2020**. Contracts submitted after this date will require a \$500 fee ***which will be non-refundable regardless of whether the Entity cancels its election.***

- 2.1. Prepare and submit any required submissions to the U.S. Department of Justice under the Federal Voting Rights Act of 1965 for its election and runoff election.
- 2.2. Publish notices of the election in accordance with Section 4.003(a) of the Texas Election Code.
- 2.3. Provide Galveston County with the Entity's requirements for Official Voter Registration lists for early voting and Election Day.
- 2.4. In accordance with Texas Election Code §4.008 as amended, deliver written notice of the election to Galveston County.
- 2.5. It is understood that the Entity may need to modify its election order after **January 31, 2020**, to reflect the actual early voting and Election Day polling locations once the final determination has been made as to which entities will actually be holding an election.

If the Entity wishes to select additional polling locations within its footprint, it will submit a list and the contact information for each facility to Galveston County by **February 14, 2020**. Regardless of who selects the polling locations the Entity shall comply with Texas Election Code §43.062, and shall notify prospective

voters of the new location by placing a notice at the old polling location and a notice at the new polling location.

[See Section 1.7 for additional information on the selection of countywide polling places]

- 2.6. Provide to Galveston County the language for any ballot propositions, the names of election contests, the names of candidates as they are to appear on the ballot, a copy of a sample ballot, ballot draw information and a completed "Requirements to Program the Ballot" form. These materials will be provided in an electronic form to Galveston County by **no later than February 25, 2020**. All language on the ballot must be provided in both English and Spanish in a Word format. Any other languages required by law, must also be provided in a Word format as well (e.g., Harris County, Chinese and Vietnamese). In addition, the Entity will collect and provide to Galveston County the names, addresses, phone numbers and email addresses of all the candidates who are to appear on its ballot. This information will be used to send candidates copies of the ballot proofs for their review.

[See Section 1.8]

- 2.7. Return to Galveston County, by **March 9, 2020 5 p.m.**, confirmation that the sample ballots Galveston County has prepared and provided to the Entity are satisfactory or provide changes that need to be made. Galveston County intends to conduct the L&A test on the Entity's ballot no later than **March 13, 2020**.

The Entity shall have a representative present during the testing who will sign an affidavit signifying the ballot proofs are accurate and acceptable to the Entity. If unable to attend, a representative may send a signed electronic response approving the ballot.

[See Section 1.8 for related information on ballot proofing]

- 2.8. Galveston County will be conducting elections for numerous Entities on the same day. The parties understand that each election has its own challenges and requirements and that failure to provide the information outlined in Section 2 of this contract by the dates specified will place an undue burden on Galveston County that may hinder the ability to provide the services to the Entity in a timely and accurate manner. **Should the Entity miss the deadlines, and/or fail to notify the County of any special circumstances (e.g., adding portions of another county to their election, additional languages required, or unopposed candidates on the ballot) there may be additional charges incurred, up to \$1,000.00, to be determined by the Chief Deputy of Elections. Should Galveston County be unable to provide the services in a timely and accurate manner the Entity, to the extent allowed under the Constitution and Laws of the State of Texas, shall hold Galveston County and employees harmless from any election errors and corresponding liability and/or damages that may result, including but not limited to the costs incurred related to an election contest and/or the need to conduct a subsequent election.**
- 2.9. As required by §67.017(b) and the Secretary of State's Office, the Entity must submit an electronic precinct-by-precinct report to the Secretary of State's Office by no later than the 30th day after Election Day.

- 2.10. Unless otherwise stipulated, Galveston County will transport or have the Presiding Election Judges transport on its behalf, the voting machines and equipment to and from the Entity's early voting and Election Day voting locations.
- 2.11. Monitor, with the assistance of Galveston County, the overall conduct of its election in Entity's jurisdiction including the observation of the tabulating of the results.
- 2.12. Entity to pay a \$125 fee per early voting and Election Day polling locations within its jurisdiction for additional support staff to provide the Entity and its Judges election support services throughout the term of this contract.
3. **Cancellation of Contract:** Except for contracts consummated after **January 31, 2020**, the Entity may cancel this contract without incurring any expenses by notifying Galveston County of its intention to cancel by no later than two (2) business days after its candidates filing deadline of **February 14, 2020**. The Entity will be obligated to pay Galveston County a \$500 fee if cancelled after this grace period.
4. **Special Provision: Bilingual Poll Worker Requirements.** Galveston County was a party in Civil Action No. 3:07 CV 377 styled "The United States of America, Plaintiff, v. Galveston County, Texas, Defendant in the United States District Court for the Southern District of Texas, Galveston Division". It entered into a Consent Decree that acknowledged it is covered under both Section 4(f)(4) of the Voting Rights Act as amended and 42 U.S.C. §1973(b)(4) Section 4(f)(4) to provide Spanish language written materials and assistance to voters. Galveston also has an obligation to ensure that its polling places and poll workers comply with the Help America Vote Act of 2002 ("HAVA"), 42 U.S.C. §§15301 et. seq. Although this Consent Decree expired December 31, 2010, Galveston County agreed that it is permanently enjoined from:
- a) Failing to provide in Spanish "any registration or voting notices, forms, instructions, assistance, or other materials or information relating to the electoral process, including ballots," that they provide in English as required by Section 4(f)(4) of the Voting Rights Act, 43 U.S.C. 1973b(f)(4); and
 - b) Failing to ensure that poll workers provide and receive adequate training regarding (1) the use of providing provisional ballots under Section 302(a) of HAVA; and (2) the display of all HAVA-required signs under Section 302(b) of HAVA.
5. **Fee Schedule of Galveston County:** Galveston County agrees to perform these services at the following rates:
- a) Provide to the Election Judges all necessary election supplies, which are to be returned to Galveston County after the polls close on Election Night.
Cost: \$50 per kit
 - b) Arrange for staff to receive the supplies and equipment being returned by the Election Judges on Election Night.
Cost: Overtime for staff and part time workers hired to provide this service will be evenly split between the entities contracting with Galveston County.
 - c) Provide all necessary voting machines and equipment for use at early voting and Election Day locations.
Cost: \$465 per Verity Touch, \$506 per Verity Controller and \$577 per Verity Touch with access.

- d) Transport the voting machines and equipment to and from the voting locations.
Cost: \$125 delivery per location
- e) Program the ballot and conduct the Logic and Accuracy Testing of the counting equipment.
Cost: Determined by the number of contests on the ballot: \$600 for up to ten contests, \$1,200 for up to 20, \$1,800 for up to 30, \$2,450 for up to 40 and \$3,000 for 41 or more contests.
- f) Provide a central counting station, supplies, equipment and the tabulating and supervisory personnel needed to tabulate. Prepare the unofficial tabulation results and unofficial/official canvass report.
Cost: \$400 for use of the equipment plus overtime for county employees doing the tabulation if applicable.
- g) Assist the Entity in the general overall supervision of the election and any subsequent runoff election.
Cost: Included in the 10 % election fee
- h) Conduct early voting, Election Day Voting, and bilingual training.
Cost: \$48 per person per class
- i) Two or more electronic poll **pads** will be deployed (at the discretion of the Elections Division) to each polling location.
No Cost
- j) Galveston County will partner with the Entities to determine the polling locations within their jurisdictions.
- k) Hire judges, alternate judges, and clerks that are trained by Galveston County and are registered voters from within one of the jurisdictions holding an election.
Cost: Base cost of \$12 per hour per worker. Any worker who serves more than 40 hours in a given pay week will be compensated at time and a half for the hours served in excess of 40 hours.
- l) Elections Mobile App: Entities contracting elections with Galveston County will have their election information included on the Elections Mobile App.
Cost: up to \$500.
- m) The cost for all printed ballots (ballots by mail, sample ballots and test ballots) is \$.25 per sheet.
- n) Ballots by Mail: Galveston County will provide ballot by mail processing services to the Entity. **The cost for this service is \$3.00 per ballot (\$3.50, if a multi-page ballot).**
- o) The Entity may have an observer present during the tabulation of the votes. The name and contact information of the observer must be provided to and approved by the Presiding Judge of the Central Count Station on the form prescribed by the Texas Secretary of State upon arrival at the location.

6. Compensation, Billing, and Payment. In accordance with Section 31.100(d) of the Texas Election Code the Entity will pay Galveston County the greater of Seventy-Five (\$75.00) Dollars or ten percent (10%) of the total amount of this contract for general supervision of the election. Pursuant to Texas Election Code §31.098, Galveston County may contract with third persons for election services and supplies agreed to herein and the Entity hereby agrees to pay for these third party costs when invoiced by Galveston County.

Galveston County will invoice the Entity for services rendered under this contract. The Entity will make payment to Galveston County in accordance with the terms and provisions of what is commonly referred to as the Texas Prompt Payment Act.

7. Voting System. The Hart Intercivic Verity equipment as approved by the Texas Secretary of State will be the voting system used in providing services under this contract.

8. Authorized Representatives. Galveston County's authorized representative for all purposes of this contract is its Chief Deputy Clerk for Elections.

The Entity's authorized representative for all purposes of this contract is:

<u>Robin Eldridge, City Clerk</u>	<u>409.938.9259</u>
Name	Phone #

9. General Provisions. As specified in Texas Election Code §31.096 this contract may not change:

- a) The authority with whom applications of candidates for a place on a ballot are filed;
- b) The authority with whom documents are filed under Texas Election Code §251.001 et. seq.; or
- c) The authority to serve as custodian of voted ballots or other election records.

As set forth in Texas Election Code §31.099 not later than the 10th day after the date this contract is executed Galveston County shall file a copy of this contract with the County Treasurer and the County Auditor.

10. WAIVER OF DAMAGES. The parties acknowledge that the Hart Intercivic Verity System and the programming of paper ballots is highly technical and that it is conceivable that despite the efforts of Galveston County it might fail during an election or might contain errors. The Entity agrees that should the electronic voting system fail, it will not make any claim against Galveston County or any of their full or part-time employees, independent contractors or agents for damages of any kind, including but not limited to any and all costs relating to an election contest and/or costs and damages incurred for having to conduct a second election caused as a result of such failure or error.

The Entity acknowledges that holding multiple simultaneous elections presents logistical problems and other problems over and above a single election. Galveston County and its employees and agents will attempt to help ensure that these simultaneous elections are conducted without error or mishap, but on occasion, errors or mishaps do occur.

Accordingly, the Entity agrees that should an error or mishap occur that it will not make any claim against Galveston County, or their full or part-time employees, independent contractors or agents for damages of any kind including but not limited to any and all costs relating to an election contest and/or costs and damages incurred by the Entity for having to conduct a second election, as a result of such error or mishap.

If legal action is filed against the Entity involving its election and if Galveston County is named as a party to this legal action and the complaint is based solely on allegations made against the Entity, the Entity shall be solely responsible for all costs and defense of that suit. In addition, the Entity shall be required to provide adequate legal counsel for Galveston County and, upon notice to the Entity, Galveston County shall be entitled to settle such claim or legal action upon terms it deems most advantageous to itself.

For purposes of implementing this contract, Galveston County and the Entity designate the following individuals to submit and/or receive information or notices to Galveston County or the Entity:

Galveston County:

Dwight D. Sullivan, County Clerk
Attention: Ernest Murrie, Chief Deputy Clerk for Elections
Galveston County Justice Center
600 59th Street, Suite 2001
Galveston, TX 77551-4180

P.O. Box 17253
Galveston, Texas 77552-7253
409-770-5108
Email: ernest.murrie@co.galveston.tx.us

Entity: City of La Marque

Bobby Hocking, Mayor _____

1111 Bayou Road Phone: ***409.938.9259***

La Marque, Texas 77568 Email: [*b.hocking@cityoflamarque.org*](mailto:b.hocking@cityoflamarque.org)

This contract will be submitted to the Galveston County Commissioners' Court to be placed on the Consent Agenda as a Receive and File Item.

11. Galveston County Title VI Assurance Clause. Galveston County is committed to ensuring that no person, on the ground of race, color, national origin, religion, sex, age, disability or Veteran status, shall be subjected to discrimination, excluded from participation, or denied the benefits of, its programs and activities.

In accordance with this policy Galveston County requires its service providers and contractors to agree that during the performance of this contract the service provider or contractor for itself, its assignees and successors will abide by the following:

Compliance with Non-Discrimination Laws and Regulations. During the performance of this contract, contractor, for itself, its assignees and successors in interest (hereinafter referred to as "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 incorporated herein 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 basis of race, color, national origin, religion, sex, age, disability or Veteran status 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 Procurement 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 procurement 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, national origin, religion, sex, age, disability or Veteran status.
- 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 Galveston County or the Texas Department of Transportation 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 Galveston County or the Texas Department of Transportation 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, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation 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 procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as Galveston County or the Texas Department of Transportation 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 Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Executed this _____ day of _____, 20____.

Galveston County:

Dwight D. Sullivan
County Clerk

Entity: City of La Marque

Name: _____

- | | |
|---|--|
| ☐ City Manager | ☒ Mayor |
| ☐ Superintendent | ☐ President |
| ☐ City Secretary | ☐ Other |
| ☐ Chair County Executive Committee | |

Received and Filed:

Galveston County

Hon. Mark Henry
County Judge
Attest:

Dwight D. Sullivan
County Clerk

Date: _____

Date Copy of Agreement Furnished
to County Treasurer: _____

Date Copy of Agreement Furnished
to County Auditor: _____



CITY COUNCIL AGENDA FORM

Meeting Date: January 13, 2020

Prepared by: Suzy Kou

Agenda item: 5b

Reviewed by: Charlene Warren/

Charles Jackson

Department: Finance

AGENDA ITEM DESCRIPTION: Discussion relating to adopt Resolution No. **R-2020-0002**, a Resolution by the City Council of the City of La Marque, Texas, authorizing publication of Notice of Intention to issue Certificates of Obligation; approving the preparation of a Preliminary Official Statement; and approving other matters incidental thereto

☒

ATTACHMENTS FOR REFERENCE

1. Resolution No. R-2020-0002
2. List of projects
3. Proposed time table

STAFF BRIEFING:

- Proposed 2020 CO Notice of Intent includes utility projects of Wastewater Treatment Plant (WWTP) expansion design phase plus first two years of construction phase, WWTP headworks, rehabilitation to Gulf Greyhound elevated storage per TCEQ requirement, TxDOT I-45 corridor, and utility lift station pumps

HISTORY:

July 22, 23, and 25, 2019 - Budget workshops

TARGET IMPLEMENTATION: **January 13, 2020**

SIGNIFICANT ACTION DATES:

July 22, 23, and 25, 2019 - Budget workshops

December 16, 2019 - Council approved reimbursement Resolution **R-2019-0041** for the WWTP headworks and WWTP expansion design phase.

January 13, 2020 - Notice of Intent pending Council approval

March 9, 2020 - Ordinance pending Council approval



CITY COUNCIL AGENDA FORM

ACTION:

- | | |
|--|--|
| ☐ Ordinance | ☒ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☐ Other | |
| ☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | |

Cost Details:

Budgeted	
Actual Bid	
Estimated Expenditure	Year 1- \$5,100,000 Year 2- \$5,686,845 Year 3- \$7,649,740
Acct. Name(s)	N/A until ordinance is approved
Line Item #	N/A until ordinance is approved
Other Funding	Bonds issuance

STAFF'S RECOMMENDATION: Recommend to adopt Resolution No. **R-2020-0002**, a Resolution by the City Council of the City of La Marque, Texas, authorizing publication of Notice of Intention to issue Certificates of Obligation; approving the preparation of a Preliminary Official Statement; and approving other matters incidental thereto

FISCAL IMPACT: This is only for publication of Notice of Intent to issue debt.

RESOLUTION NO. R-2020-0002

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; APPROVING THE PREPARATION OF A PRELIMINARY OFFICIAL STATEMENT; AND APPROVING OTHER MATTERS INCIDENTAL THERETO

THE STATE OF TEXAS §
COUNTY OF GALVESTON §
CITY OF LA MARQUE §

WHEREAS, the City Council of the City of La Marque, Texas (the “City”) deems it advisable to issue certificates of obligation (the “Certificates”) in accordance with the notice hereinafter set forth; and

WHEREAS, the City desires to approve the preparation of a preliminary official statement (“Preliminary Official Statement”) in anticipation of its issuance of the Certificates; and

WHEREAS, it is hereby found and determined that the meeting at which this resolution is considered is open to the public as required by law, and public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code; NOW, THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS THAT:

Section 1. The findings, determinations, definitions and recitations set out in the preamble to this resolution are found to be true and correct and are hereby adopted by City Council and made a part hereof for all purposes.

Section 2. The City Clerk is hereby authorized and directed to cause to be published in the manner required by law and in substantially the form attached hereto as Exhibit A, a notice of the City’s intention to issue the Certificates (the “Notice”).

Section 3. The Notice shall be published once a week for two (2) consecutive weeks in a newspaper that is of general circulation in the City, the date of the first publication to be at least forty-six (46) days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates. In addition, the Notice shall be posted continuously on the City’s website for at least forty-five (45) days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates.

Section 4. For the purposes of the Notice, the City hereby designates as self-supporting those public securities listed in the attached Exhibit B, the debt service on which the City currently pays from sources other than ad valorem tax collections. The

City plans to continue to pay these public securities based on this practice; however, there is no guarantee this practice will continue in future years.

Section 5. The City hereby authorizes the preparation and distribution of a Preliminary Official Statement relating to the Certificates, and authorizes the City Manager or Finance Director to deem final such Preliminary Official Statement within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934.

Section 6. The City's financial advisor, Stifel, Nicolaus & Company, Incorporated, and bond counsel, Bracewell LLP, are authorized and directed to proceed with the necessary arrangements for the sale of the Certificates in accordance with the aforesaid Preliminary Official Statement.

Section 7. The Mayor, City Manager, Finance Director, City Clerk, and other officers and agents of the City are hereby authorized and directed to do any and all things necessary or desirable to carry out the provisions of this resolution.

Section 8. This resolution shall take effect immediately upon its passage.

Section 9. The notice and agenda relating to this meeting and heretofore posted by the City Clerk, and the posting thereof, are hereby authorized, approved, and ratified.

[Execution Page to Follow]

PASSED, APPROVED AND ADOPTED BY THE City Council of the City of La Marque
on this the 13th day of January 2020.

CITY OF LA MARQUE, TEXAS

Mayor
City of La Marque, Texas

ATTEST:

City Clerk
City of La Marque, Texas

[SEAL]

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Council of the City of La Marque, Texas (the "City"), will meet at 1109-B Bayou Road, La Marque, Texas, 77568 at 6:00 p.m. on the 7th day of April, 2020, which is the time and place tentatively set for a public hearing on and the final passage on first and final reading of an Ordinance Authorizing the Issuance and Sale of the City of La Marque, Texas, Tax and Revenue Certificates of Obligation, Series 2020; Levying a Tax and Providing for the Security and Payment Thereof; and Enacting Other Provisions Relating Thereto (the "Ordinance") and such other action as may be deemed necessary to authorize the issuance of the City's certificates of obligation, in the maximum aggregate principal amount not to exceed \$18,750,000 payable from ad valorem taxes and from a limited pledge of a subordinate lien on the net revenues of the City's water, sewer and wastewater system, bearing interest at any rate or rates not to exceed the maximum interest rate authorized by law, as shall be determined within the discretion of the City Council of the City at the time of issuance of the Certificates, and maturing over a period not to exceed forty (40) years from the date of issuance, for the purposes of evidencing the indebtedness of the City for all or any part of the costs associated with the (i) repair and renovation of, the construction of improvements to and the equipment of the City's water and sewer system, (ii) the construction of improvements to roads and related rights of way, including lighting, signals, signage, drainage and landscaping, and (iii) cost of professional services incurred in connection therewith. The estimated combined principal and interest required to pay the Certificates on time and in full is approximately \$32,100,000. Such estimate is provided for illustrative purposes only, and is based on an assumed interest rate of 4.00%. Market conditions affecting interest rates vary based on a number of factors beyond the control of the City, and the City cannot and does not guarantee a particular interest rate associated with the Certificates. As of the date of this notice, the aggregate principal amount outstanding of tax-supported debt obligations of the City (excluding public securities secured by an ad valorem tax but designated by the City as self-supporting in Resolution No. R-2020-0002, dated January 13, 2020, which resolution is available from the City upon request) is \$14,033,140, and based on the City's expectations, as of the date of this notice the combined principal and interest required to pay all of the outstanding tax-supported debt obligations of the City (excluding public securities secured by an ad valorem tax but designated by the City as self-supporting) on time and in full is \$20,472,120.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY, this 13th day of January, 2020.

Robin Eldridge
City Clerk
City of La Marque, Texas

EXHIBIT B

SELF-SUPPORTING DEBT

Principal Amount Designated as Self Supporting	Series Designation
\$5,356,860	Tax & Revenue Certificates of Obligation, Series 2016
\$3,045,000	Public Property Finance Contractual Obligations, Series 2018
\$8,401,860_	Total Principal Amount Designated as Self-Supporting

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

I, the undersigned officer of the City Council of the City of La Marque, Texas, hereby certify as follows:

1. The City Council of the City of La Marque, Texas, convened in a regular meeting on the 13th day of January, 2020, at the regular meeting place thereof, within said City, and the roll was called of the duly constituted officers and members of said City Council, to wit:

Bobby Hocking	Mayor
Keith Bell	Mayor Pro Tem and Council Member, District A
Chris Lane	Council Member, District B
Robert Michetich	Council Member, District C
Casey McAuliffe	Council Member, District D

and all of said persons were present, except the following absentee(s): _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

RESOLUTION NO. R-2020-0002

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS,
AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE
CERTIFICATES OF OBLIGATION; APPROVING THE PREPARATION OF THE
PRELIMINARY OFFICIAL STATEMENT; AND APPROVING OTHER MATTERS
INCIDENTAL THERETO

was duly introduced for the consideration of said City Council. It was then duly moved and seconded that said resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of said resolution, prevailed and carried by the following vote:

AYES: _____ Members shown present voted "Aye."

NOES: _____ Members shown present voted "No."

2. A true, full and correct copy of the aforesaid resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said resolution has been duly recorded in said City Council's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt

from said City Council's minutes of said meeting pertaining to the adoption of said resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said resolution would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED this 13th day of January, 2020.

City Clerk
City of La Marque, Texas

[SEAL]

2020 CO Projects

	Estimated Cost	Comments
TxDOT I-45 Corridor	1,400,000	
Lift stations	1,000,000	
Rehabilitation to Gulf Greyhound elevated storage	500,000	TCEQ requirement
WWTP headworks	1,100,000	TCEQ requirement
WWTP expansion design phase-year 1	1,100,000	TCEQ requirement
WWTP expansion construction phase-year 2	5,686,845	TCEQ requirement
WWTP expansion construction phase-year 3	7,649,740	TCEQ requirement
	18,436,585	

**City of La Marque, Texas
(Galveston County)
Tax and Revenue Certificates of Obligation, Series 2020
Est. \$18,000,000**

January 2020							February 2020						
Su	M	T	W	Th	F	S	Su	M	T	W	Th	F	S
			1	2	3	4							1
5	6	7	8	9	10	11	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28	29

March 2020							April 2020						
Su	M	T	W	Th	F	S	Su	M	T	W	Th	F	S
1	2	3	4	5	6	7				1	2	3	4
8	9	10	11	12	13	14	5	6	7	8	9	10	11
15	16	17	18	19	20	21	12	13	14	15	16	17	18
22	23	24	25	26	27	28	19	20	21	22	23	24	25
29	30	31					26	27	28	29	30		

	Meeting Dates; Second Monday of each month at 6:00 p.m.
	Closing Date
	Holidays

FINANCING SCHEDULE

DATE	ACTION	RESPONSIBLE PARTIES
January 13 th , 2020	City Council Work Session: Plan of Finance Discussion	City/Stifel/BC
January 13 th , 2020	City Council Meeting: Consideration of Notice of Intent and Publication Notice	City/Stifel/BC
January 27 th , 2020	Publish First Notice of Intent in the Local Paper (46 Day Wait Period Begins)	City/BC
January 27 th , 2020	Post Notice of Intent on the City's website (must remain posted until the sale date)	City/BC
January 30 th , 2020	Draft Bond Docs and POS Distributed	Bond Counsel
February 3 rd , 2020	Publish Second Notice of Intent in local paper	City/BC
February 13 th , 2020	Draft Bond Docs and POS Distributed	Bond Counsel

DATE	ACTION	RESPONSIBLE PARTIES
February 28 th , 2020	Draft Rating Presentation Distributed	Stifel
Wk of March 9 th , 2020	Rating Presentation(s) (S&P)	City/Stifel
March 13 th , 2020	Notify and Engage Underwriter(s)	City/Stifel
Wk of March 23 rd , 2020	Receive Ratings	TBD (S&P)
Wk of March 23 rd , 2020	Due Diligence Call with Underwriter(s)	City/UW/UWC/BC/FA
Wk of March 30 th , 2020	Post POS	UW/City
April 7th, 2020	Bond Pricing and Sale (will require a special meeting)	All Parties
April 10 th , 2020	Transcript to AG	BC
Wk of April 13 th , 2020	Closing Memorandum Distributed	Stifel
April 28 th , 2020	Pre-Closing	BC/UWC
April 29 th , 2020	Closing and Funding	All Parties

**City of La Marque, Texas
(Galveston County)
Tax and Revenue Certificates of Obligation, Series 2020
Est. \$18,000,000**

DISTRIBUTION LIST

ISSUER	Phone Number	Fax Number	E-Mail Address
City of La Marque, Texas			
1111 Bayou Road			
La Marque, Texas 77568			
Charles "Tink" Jackson, City Manager	(409) 938 – 9225		c.jackson@cityoflamarque.org
Suzy Kou, Finance Director	(409) 938 – 9205		financedirector@cityoflamarque.org
<u>FINANCIAL ADVISOR</u>			
Stifel Nicolaus & Company, Inc.			
1300 Post Oak Blvd, Suite 1350			
Houston, Texas 77056			
Brad Angst	(512) 813-7225		angstb@stifel.com
David Webb	(713) 534-9001		webbd@stifel.com
Thiiri Kimathi	(214) 365-8011		kimathit@stifel.com
<u>BOND COUNSEL</u>			
Bracewell LLP			
711 Louisiana Street, Suite 2300			
Houston, Texas 77002			
Jonathan Frels	(713) 221-1599	(800) 404-3970	jonathan.frels@bracewell.com
Paige Abernathy	(713) 221-1311	(800) 404-3970	paige.abernathy@bracewell.com
Victoria Ozimek	(512) 542-2103	(800) 404-3970	victoria.ozimek@bracewell.com
Priscilla Kwan	(713) 221-3349	(800) 404-3970	priscilla.kwan@bracewell.com



CITY COUNCIL AGENDA FORM

Meeting Date: January 13, 2020

Prepared by: Charlene Warren/
Charles Jackson

Agenda item: 6b

Reviewed by: Charlene Warren/
Charles Jackson

Department: Administration

AGENDA ITEM DESCRIPTION: Discussion relating to proposed municipal complex



ATTACHMENTS FOR REFERENCE

None

STAFF BRIEFING:

- At the December 16, 2019 Special Called City Council meeting, Mayor Pro-Tem Bell requested discussions begin regarding a proposed municipal complex, to include a police department, municipal court, and city hall

HISTORY: N/A

TARGET IMPLEMENTATION: To be determined based on Council's direction

SIGNIFICANT ACTION DATES: N/A

ACTION:

- | | |
|--|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Other - Discussion | |
| ☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | |

Cost Details:

Budgeted	
Actual Bid	
Estimated Expenditure	
Acct. Name(s)	
Line Item #	
Other Funding	

STAFF'S RECOMMENDATION: To be determined based on Council's direction

FISCAL IMPACT: Unknown



CITY COUNCIL AGENDA FORM

Meeting Date: January 13, 2020

Prepared by: Rosemary Bell

Agenda item: 5c

Reviewed by: Charlene Warren

Charles Jackson

Department: Judicial

AGENDA ITEM DESCRIPTION: Discussion relating to adopt Ordinance No. **O-2020-0001**, amending Chapter 23, Section 23 - 1 "Special expenses for issuance and service of warrants in certain cases" of the Code of Ordinances to collect a fine not to exceed \$25 for an offense under Section 38.10, Penal Code, or Section 543.009, of the Transportation Code **THIS IS THE FIRST READING**

X

ATTACHMENTS FOR REFERENCE

1. Draft Ordinance

STAFF BRIEFING:

- Ordinance No. O-2015-0026, adopted October 26, 2015, amended § 23-1 and in doing so changed the title of said section from "Collection of special expense for services performed in certain dismissed cases" to "Collection of special expense for services performed in certain dismissed cases and issuance and service of warrants in certain cases."
- Senate Bill 346, passed on June 15, 2019, effective January 1, 2020, amended Texas Code of Criminal Procedure Art. 45.203 (c). Texas Code of Criminal Procedure Art. 45.203(c) allowed a municipality to prescribe by ordinance the collection, after due notice, of a special expense, not to exceed \$25 for the issuance and service of a warrant of arrest for an offense under Section 38.10, Penal Code, or Section 543.009, Transportation Code.
- Senate Bill 346 allows a municipality to prescribe by ordinance the collection, after due notice, of a fine not to exceed \$25 for an offense under Section 38.10 (e), Penal Code, or Section 543.009, Transportation Code.
- In sum, Senate Bill 346 renamed the "special expense" a "fine". Moreover, collection of the fine will be assessed for an offense under Section 38.10 (e), Penal Code, or Section 543.009, Transportation Code, instead of "on issuance and service of a warrant of arrest for an offense under Section 38.10, Penal Code, or Section 543.009, Transportation Code", on or after January 1, 2020.
- Therefore, the City will need to amend the ordinance in place to comply with Senate Bill 346.

HISTORY:

October 26, 2015 - Ordinance No. O-2015-0026 amended title of § 23-1

June 15, 2019 - Senate Bill 346 amended Texas Code of Criminal Procedure Art. 45.203 (c)

January 1, 2020 - Texas Code of Criminal Procedure Art. 45.203(c) is effective

TARGET IMPLEMENTATION: **January 1, 2020**



CITY COUNCIL AGENDA FORM

SIGNIFICANT ACTION DATES: N/A

ACTION:

- | | |
|--|---|
| ☒ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☐ Other | |
| ☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | |

Cost Details:

Budgeted	N/A
Actual Bid	N/A
Estimated Expenditure	N/A
Acct. Name(s)	N/A
Line Item #	N/A
Other Funding	N/A

STAFF'S RECOMMENDATION: Recommend to adopt Ordinance No. **O-2020-0001**, amending Chapter 23, Section 23 - 1 of the Code of Ordinances to collect a fine not to exceed \$25 for an offense under Section 38.10, Penal Code, or Section 543.009, of the Transportation Code **THIS IS THE FIRST READING**

FISCAL IMPACT: No change in fiscal impact is anticipated

ORDINANCE NO. O-2020-0001

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, AMENDING CHAPTER 23, "COURTS," ARTICLE 1, SECTION 23-1, OF THE CODE OF ORDINANCES TO PROVIDE A FINE BE COLLECTED BY THE MUNICIPAL COURT FOR AN OFFENSE UNDER SECTION 38.10, PENAL CODE, OR SECTION 543.009, TRANSPORTATION CODE; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS:

Section 1. That Chapter 23, "Courts," Article 1, Sec. 23-1, of the Code of Ordinances of the City of La Marque, Texas, is hereby amended as follows:

"Sec. 23-1. Collection of special expense for services performed in certain dismissed cases and ~~issuance and service of warrants in~~ collection of fine in certain cases.

(a) *Expense Authorized.* The city's municipal court is hereby authorized to collect a special expense for services performed in cases in which the laws of the state require that the case be dismissed because of actions by the defendant as described in this section after the date of the alleged offense.

(b) *Cases for which expense may be collected.* Such special expense as authorized by subsection (a) of this section shall be collected only in cases in which the defendant successfully completes a defensive driver's course and complies with the other requirements imposed by the municipal court as authorized by V. T. C. A., Transportation Code Sec. 543.102.

(c) *Amount.* Such special expense as authorized by subsection (a) of this section in cases described in subsection (b) of this section shall be \$10.00, which amount is hereby determined by the city council to be less than the actual expenses to be incurred for the municipal court's services.

(d) ~~Special expense for issuance and service of warrants in certain cases.~~ Cases for which fine may be collected. The city's municipal court is hereby authorized after due notice, to collect a fine special expense, not to exceed \$25.00 ~~for the issuance and service of a warrant of arrest~~ for an offense under Section 38.10, Penal Code, or Section 543.009, of the Transportation Code. Money collected from the fine special expense shall be paid into the city's treasury for the use and benefit of the city."

Section 2. **SEVERABILITY CLAUSE.** If for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or

unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word, or provision of this ordinance, for it is the definite intent of this City Council that every section, paragraph, subdivision, clause, phrase, word or provision of this ordinance be given full force and effect for its purpose.

Section 3. **EFFECTIVE DATE.** This Ordinance shall become effective on January 1, 2020.

PASSED AND APPROVED by the City Council of the City of La Marque on first reading this ____ day of _____, 2020.

PASSED, APPROVED and ADOPTED by the City Council of the City of La Marque on second and final reading this the ____ day of _____, 2020.

CITY OF LA MARQUE, TEXAS

Bobby Hocking, Mayor

ATTEST:

Robin Eldridge, TRMC, City Clerk

APPROVED AS TO FORM:

Derra Leigh Purnell, Acting City Attorney



CITY COUNCIL AGENDA FORM

Meeting Date: January 13, 2020

Prepared by: Sussie Sutton

Agenda item: 5d

Reviewed by: Charlene Warren

Charles Jackson

Department: Development
Services

AGENDA ITEM DESCRIPTION: Discussion relating to approve a Final Plat of La Marque 3 Addition being a subdivision establishing commercial restricted reserve "A", containing 1.275 acres, showing part of Block 51, Division K, of the Cook & Stewart Subdivision, John D. Moore Survey, Abstract No.150, City of La Marque, Galveston County, Texas (6th Avenue & Prune Street)

☒

ATTACHMENTS FOR REFERENCE

1. Electronic Final Plat Image
2. P&Z Approval Recommendation Letter
3. Site Plan
4. Metes & Bounds Description
5. Title Report

STAFF BRIEFING:

- December 10, 2019, Planning & Zoning Commission recommended approval of the Final Plat for La Marque 3 Addition contingent on receiving tax certificates
- P&Z signed a letter on December 10, 2019, to forward to City Council with favorable recommendation
- ADICO provided a letter of no objection

HISTORY: N/A

TARGET IMPLEMENTATION: January 13, 2020

SIGNIFICANT ACTION DATES:

12/10/2019 - Final Plat P&Z Favorable Consideration with contingencies

09/10/2019 - Preliminary P&Z Favorable Consideration

06/04/2019 - Pre Development Meeting with Staff

Cost Details:	
Budgeted	
Actual Bid	
Estimated Expenditure	
Acct. Name(s)	
Line Item #	



CITY COUNCIL AGENDA FORM

ACTION:

- | | |
|--|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Other Final Plat | |
| ☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | |

Other Funding	
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STAFF'S RECOMMENDATION: Recommend to approve Final Plat of La Marque 3 Addition being a subdivision establishing commercial restricted reserve "A", containing 1.275 acres, showing part of Block 51, Division K, of the Cook & Stewart Subdivision, John D. Moore Survey, Abstract No.150, City of La Marque, Galveston County, Texas (6th Avenue & Prune Street)

FISCAL IMPACT: The Dollar General retail store is an asset to the City by way of providing retail sales tax dollars to City of La Marque

STATE OF MISSOURI
COUNTY OF HOWELL

I, DGGGLAMARQUETX041719, LLC, ACTING BY AND THROUGH JACOB W. STAUFFER, MANAGER, BEING AN OFFICER OF DGGGLAMARQUETX041719, LLC, OWNER HERINAFTER REFERRED TO AS OWNER, WHETHER ONE OR MORE, OF THE 1.275 ACRE TRACT DESCRIBED IN THE ABOVE AND FOREGOING PLAT OF LA MARQUE (3) ADDITION, DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION OF SAID PROPERTY ACCORDING TO ALL LINES, DEDICATIONS, RESTRICTIONS AND NOTATIONS ON SAID PLAT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND DO HEREBY BIND MYSELF, MY HEIRS, SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER AN UNOBSTRUCTED AERIAL EASEMENT ABOVE THE GROUND LEVEL UPWARD, TO ALL PUBLIC EASEMENTS SHOWN HEREON.

WITNESS MY HAND IN THE CITY OF WEST PLAINS, MISSOURI, THIS _____ DAY OF _____, 2019.

BY:
JACOB W. STAUFFER, MANAGER
OF DGGGLAMARQUETX041719, LLC

STATE OF MISSOURI
COUNTY OF HOWELL

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JACOB W. STAUFFER, MANAGER OF DGGGLAMARQUETX041719, LLC, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED, AND AS THE ACT AND DEED OF SAID CORPORATIONS.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2019.

NOTARY PUBLIC IN AND FOR THE STATE OF MISSOURI

MY COMMISSION EXPIRES: _____

STATE OF TEXAS
COUNTY OF SMITH

I, PHILIP W. CORNETT, AM REGISTERED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT ALL BEARINGS, DISTANCES, AND OTHER ASSOCIATED BOUNDARY INFORMATION ON THE ABOVE SUBDIVISION IS TRUE AND CORRECT, WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, THAT ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED WITH IRON (OR OTHER SUITABLE PERMANENT METAL) PIPES OR RODS HAVING AN OUTSIDE DIAMETER OF NOT LESS THAN THREE-QUARTER INCH AND A LENGTH OF NOT LESS THAN THREE (3) FEET AND THAT THE PLAT BOUNDARY CORNERS HAVE BEEN TIED TO THE NEAREST SURVEY CORNER.

PHILIP W. CORNETT
TEXAS REGISTRATION NO. 5515

STATE OF TEXAS
COUNTY OF GALVESTON

I, DWIGHT D. SULLIVAN, COUNTY CLERK, GALVESTON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE WRITTEN INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE ON _____, 2019, AT _____ O'CLOCK, ____ M.

INSTRUMENT # _____, GALVESTON COUNTY RECORDS.

WITNESS MY HAND AND SEAL OF OFFICE, AT GALVESTON, TEXAS, THE DAY AND DATE LAST ABOVE WRITTEN.

DWIGHT D. SULLIVAN
COUNTY CLERK
GALVESTON COUNTY, TEXAS

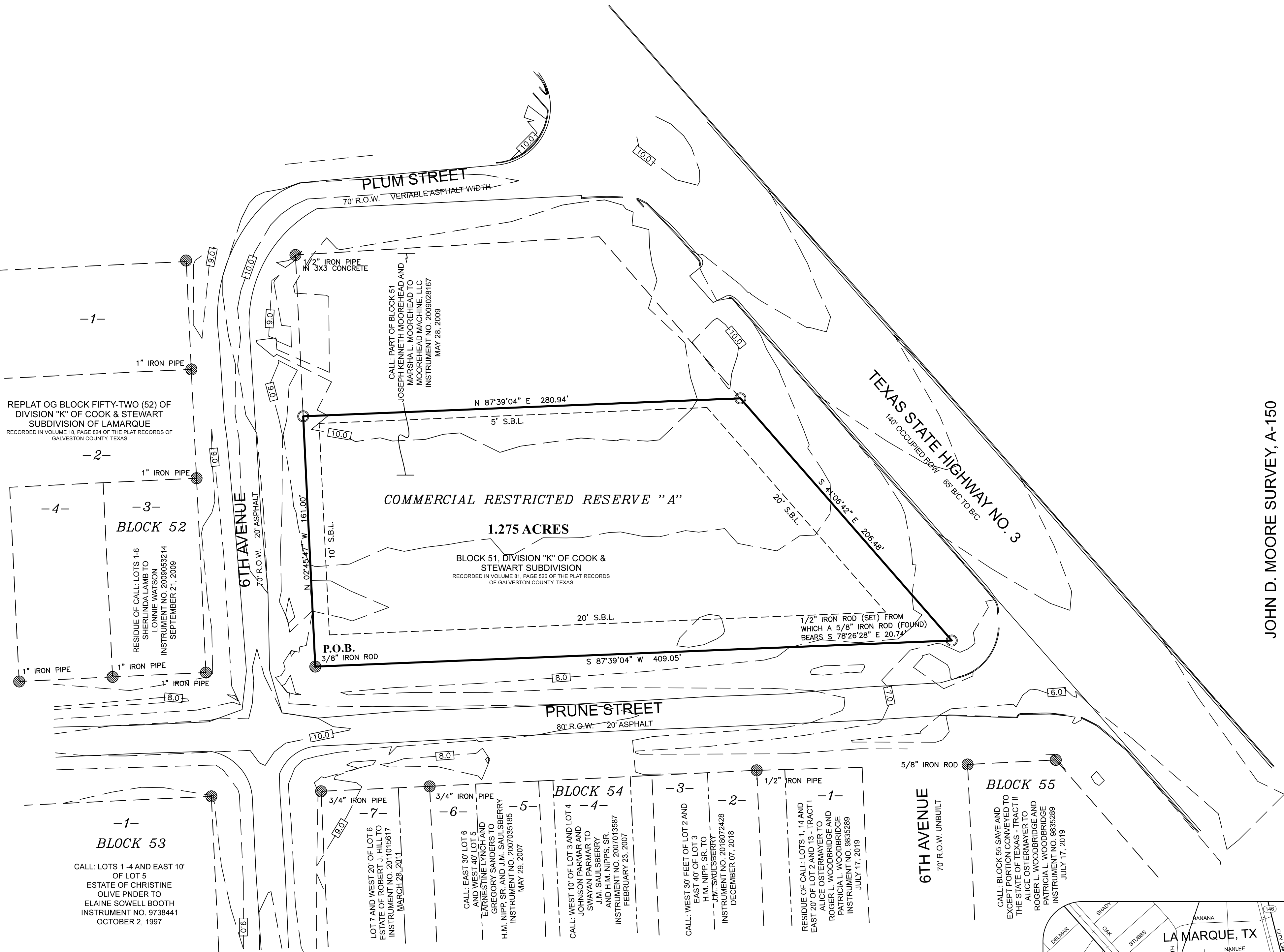
BY:
DEPUTY

WE HEREBY CERTIFY THAT THE ABOVE AND FORGOING PLAT OF LA MARQUE (3) ADDITION, WAS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF LA MARQUE, TEXAS, ON THE _____ DAY OF _____, A.D. 2019, AND BY THE CITY

COUNCIL OF THE CITY OF LA MARQUE, TEXAS, ON THE _____ DAY OF _____, A.D., 2019

CHAIRMAN, PLANNING COMMISSION

BOBBY HOCKING, MAYOR OF THE CITY OF LA MARQUE, TEXAS.



LEGEND

- 1/2" IR FOUND
- 1/2" IR SET
- B/C BACK OF CURB
- ROW RIGHT OF WAY

JOHN COWAN & ASSOCIATES, INC.

10147 COUNTY ROAD 135, FLINT, TEXAS 75762

PH: (903) 581-2238 txsurveys.com

FIRM REGISTRATION CERTIFICATION NO. 10025500



PLAT NOTES:

- LEGAL DESCRIPTION SHOWN HEREON.
- BEARINGS ARE ORIENTED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE 4204, SURVEY FEET.
- ELEVATION DATUM IS NAVD88, CONTOUR INTERVAL 1.0'
- CLOSURE REPORT:

North Error : -0.00040
East Error : 0.00011
Vertical Error : 0.00086
Hz Dist Error : 0.00042
Sl Dist Error : 0.00096
Traverse Lines : 4
Side Shots : 0
Store Points : 1
Horiz Dist Traversed: 1057.478
Slope Dist Traversed: 1057.805
Closure Precision: 1 in 2519198.9

- THE SUBJECT TRACT PARTIALLY LIES IN ZONE "B", AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THEN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD PER FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NO. 4854860020D WITH A MAP REVISED DATE OF FEBRUARY 16, 1983, COUNTY OF GALVESTON, TEXAS.

LEGAL DESCRIPTION:

All that certain lot, tract, or parcel of land, being part of the John D. Moore Survey, Abstract No. 150, Galveston County, Texas, and being part of Block 51, Division K of the Cook & Stewart Subdivision recorded in Volume 81, Page 526 of the Official Public Records of Galveston County, Texas, and being more completely described as follows, to-wit:

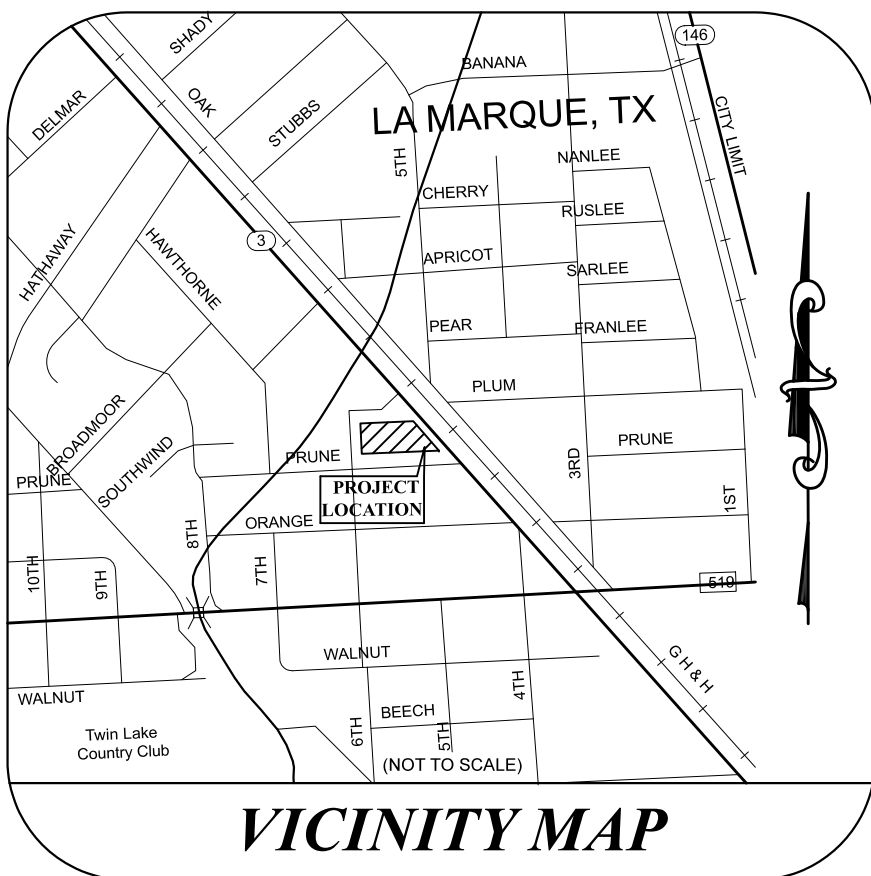
BEGINNING at a 3/8" iron rod (found) for the Southwest corner of the above mentioned Block 51, at the intersection of the North right of way of Prune Street with the East right of way of 6th Avenue;

THENCE North 02 deg. 45 min. 47 sec. West with the West line of Block 51, the East right of way of 6th Avenue, a distance of 161.00 ft. to a 1/2" iron rod (set) for corner;

THENCE North 87 deg. 39 min. 04 sec. East a distance of 280.94 ft. to a 1/2" iron rod (set) for corner in the Southwest right of way of State Highway No. 3;

THENCE South 41 deg. 06 min. 42 sec. East with the Southwest right of way of State Highway No. 3, a distance of 206.48 ft. to a 1/2" iron rod (set) for corner in the South line of Block 51, in the North right of way of Prune Street;

THENCE South 87 deg. 39 min. 04 sec. West with the South line of Block 51, the North right of way of Prune Street, a distance of 409.05 ft. to the place of beginning, containing 1.275 acres of land.



FINAL PLAT LA MARQUE (3) ADDITION

BEING A SUBDIVISION ESTABLISHING COMMERCIAL RESTRICTED RESERVE "A", CONTAINING 1.275 ACRES, SHOWING PART OF BLOCK 51, DIVISION K, OF THE COOK & STEWART SUBDIVISION, JOHN D. MOORE SURVEY, ABSTRACT NO. 150, CITY OF LA MARQUE, GALVESTON COUNTY, TEXAS

ONE RESTRICTED RESERVE - 1.275 ACRES
PREPARATION DATE: NOVEMBER 19, 2019

OWNER
MOOREHEAD MACHINE, LLC
8008 FALLEN OAK LANE
TEXAS CITY, TEXAS 77591-9284
956-299-0364

ENGINEER
Linfield, Hunter & Junius, Inc.
3608 18th Street, Suite 200
Metairie, Louisiana 70002
(504) 833-5300

SURVEYOR
John Cowan & Associates Inc.
10147 County Road 135
Flint, Texas 75762
(903) 581-2238

DEVELOPER
THE OVER LAND GROUP
1598 IMPERIAL CENTER, SUITE 2001
WEST PLAINS, MISSOURI 65775
(417) 256-4790



December 10, 2019

Mayor and City Council
City of La Marque
1111 Bayou Road
La Marque, Texas 77568

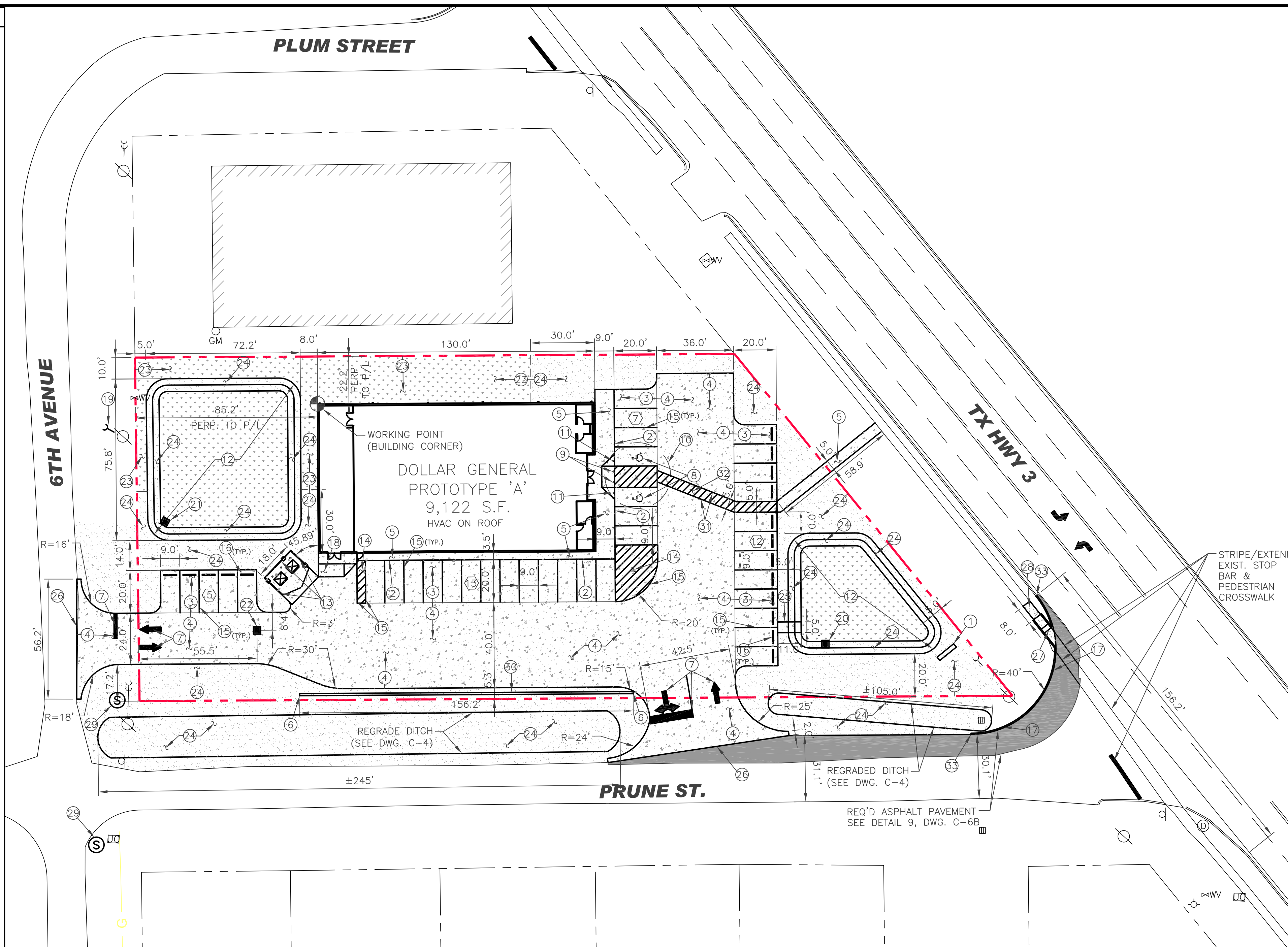
Dear Mayor and City Council:

On December 10, 2019, the Planning and Zoning Commission considered a Final Plat of La Marque 3 Addition being a subdivision establishing commercial restricted reserve "A", containing 1.275 acres, showing part of Block 51, Division K, of the Cook & Stewart Subdivision, John D. Moore Survey, Abstract No.150, City of La Marque, Galveston County, Texas. (6th Avenue & Prune Street)

By unanimous vote, Planning and Zoning Commission recommends approval of the above plat with conditions of the applicant presenting certified tax certificates showing all taxes paid current to City Council.

Thank you,

Greg Cornett, Vice Chair
Planning and Zoning Commission

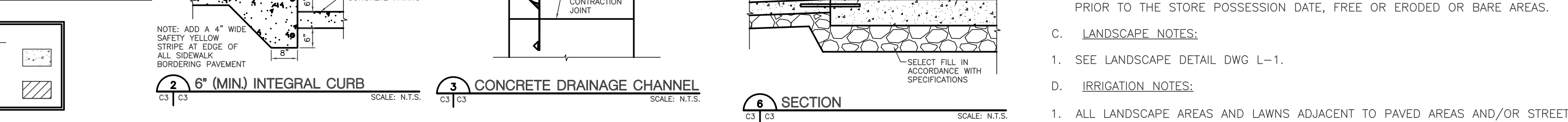
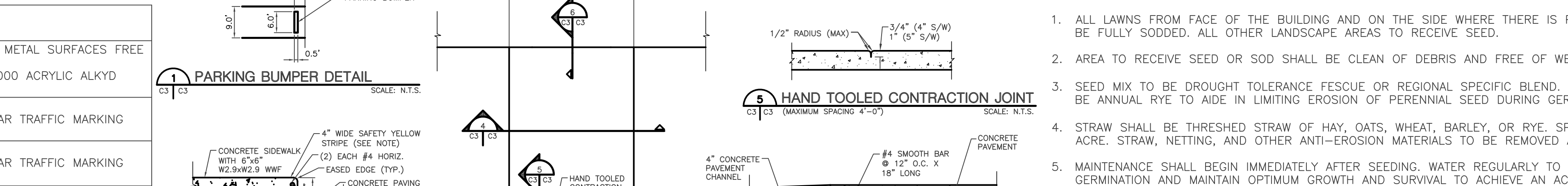


CIVIL SITE PLAN
24" x 36" SCALE: 1" = 30'

SECTION
SCALE: N.T.S.

LANDSCAPING NOTES:

- GRADING NOTES:**
 - CONTRACTOR TO GRADE PROPERTY AS SHOWN, INCLUDING RIGHT-OF-WAY IF NECESSARY.
 - TOP SOIL SHALL BE STRIPPED FROM ALL CUT AND FILL AREAS, STOCKPILED AND REDISTRIBUTED OVER GRADED AREAS. PROVIDE EROSION AND SEDIMENTATION CONTROLS AROUND STOCKPILES DURING CONSTRUCTION.
 - TILL SOIL TO A DEPTH OF 4" MINIMUM.
 - REMOVE ALL ROCKS LARGER THAN 1" MEASURED IN LARGEST DIRECTION.
 - GRADE ALL AREAS TO MAINTAIN POSITIVE SLOPE AWAY FROM BUILDING.
 - ALL GRADED AREAS TO RECEIVE SEED OR SOD, TOP SOIL, STRAW AND WATER UNTIL A HEALTHY STAND OF GRASS IS OBTAINED.
- LAWN SEEDING AND SODDING NOTES:**



12. CONTRACTOR IS RESPONSIBLE FOR VERIFYING POSTAL DELIVERY METHOD WITH GALVESTON COUNTY. IF A PHYSICAL MAILBOX IS REQUIRED, THE CONTRACTOR IS RESPONSIBLE FOR THE PURCHASE, LOCATION PLACEMENT, AND INSTALLATION.

13. ALL CURB RADII SHALL BE 5 FEET UNLESS OTHERWISE NOTED ON THIS SHEET.

PARKING OR A STREET ARE REQUIRED TO CEDES.

1/4 TO 1/3 OF THE SEED MIXTURE TO ERMINATION.

SPREAD AT A RATE OF 2 1/2 TONS PER AFTER ESTABLISHED LAWN.

KEEP LAWN AREAS MOIST TO MAXIMIZE CEPTABLE STAND OF ESTABLISHED LAWN

S ARE TO BE FULLY IRRIGATED.

DEVELOPER:

THE OVERLAND GROUP
1598 IMPERIAL CENTER
SUITE 2001
WEST PLAINS, MO 65775

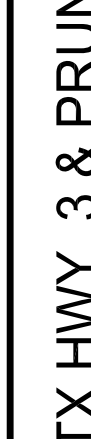
TEL: (205) 995-2990

DOLLAR GENERAL

9,122 SQ. FT.

STORE NUMBER: 21135

TX HWY. 3 & PRUNE ST.
LA MARQUE (GALVESTON COUNTY),
TX

DOLLAR GENERAL - TX HWY. 3 & PRUNE ST LA MARQUE (GALVESTON COUNTY), TX	THIS SHEET: CIVIL SITE PLAN	C-3	PROJ. NO. 19-050 DATE 06/14/19																						
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">REV. NO.</th> <th style="width: 50%;">DATE</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>				REV. NO.	DATE																				
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LINFIELD, HUNTER & JUNIUS, INC. PROFESSIONAL ENGINEERS, ARCHITECTS, LANDSCAPE ARCHITECTS AND SURVEYORS PHONE: (504) 833-5300 FAX: (504) 833-5350 T.E.P.E. FIRM NO. 11654 3608 18th Street, Suite 200 Metairie, Louisiana 70002																									
© 2004 by Linfield Hunter & Junius, Inc.																									

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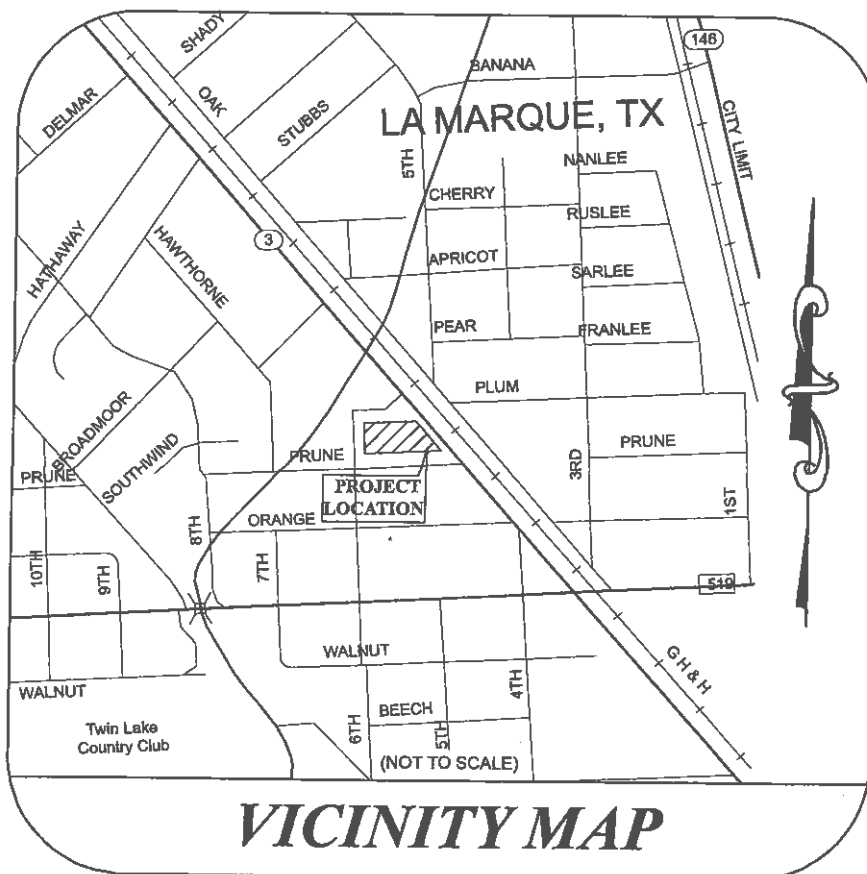
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**First American
Title Guaranty Company**

**COMMITMENT FOR TITLE INSURANCE (FORM T-7)
SCHEDULE A
Issued by
FIRST AMERICAN TITLE GUARANTY COMPANY**

Effective Date: February 22, 2019

GF No.: 19-0665

Commitment No. 19-0665, issued March 7, 2019, 8:00 AM

1. The policy or policies to be issued are:

- a. **OWNER'S POLICY OF TITLE INSURANCE (Form T-1)**
(Not applicable for improved one-to-four family residential real estate)

Policy Amount: \$0.00
PROPOSED INSURED: The Overland Group and/or assigns

- b. **TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)**

Policy Amount:
PROPOSED INSURED:

- c. **LOAN POLICY OF TITLE INSURANCE (Form T-2)**

Policy Amount: \$0.00
PROPOSED INSURED:
Proposed Borrower: The Overland Group and/or assigns

- d. **TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)**

Policy Amount:
PROPOSED INSURED:
Proposed Borrower:

- e. **LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)**

Binder Amount:
PROPOSED INSURED:
Proposed Borrower:

- f. **OTHER**

Policy Amount:
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

Fee Simple

3. Record title to the land on the Effective Date appears to be vested in:

MOOREHEAD MACHINE, L.L.C.

SCHEDULE A
(Continued)

4. Legal description of land:

Legal Description not to be used for conveyance purposes or for issuance of policy(s). See requirement on Schedule C.

PART OF BLOCK 51 IN DIVISION "K" OF COOK & STEWART SUBDIVISION IN THE JOHN D MOORE LEAGUE, IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 81, PAGE 526, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, THE PART OF BLOCK 51 HEREIN DESCRIBED BEING ALL THAT PART OF BLOCK 51 LYING SOUTHWESTERLY OF THE GH & H RR RIGHT-OF-WAY, SUBJECT HOWEVER, TO THE RIGHT-OF-WAY FOR THE COUNTY OF GALVESTON AND /OR STATE OF TEXAS, OF THAT PART OF SAID BLOCK NOW COVERED BY U S HIGHWAY 75, NOW STATE HIGHWAY 3 AND MARKED BY CONCRETE MARKERS.

SCHEDULE B

Commitment No.: 19-0665

GF No.: 19-0665

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below:

In policy to be issued, Item No. 1 will be deleted.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

(Applies to the Owner's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2019, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short form Residential Loan Policy (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2019, and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)

SCHEDULE B

(Continued)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters:
- a. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
(Note: Upon receipt of a survey acceptable to Company, this exception will be deleted. Company reserves the right to add additional exceptions per its examination of said survey.)
 - b. 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.
 - c. Rights of parties in possession. (Owners Policy Only)
 - d. Oil, Gas and Mineral Lease, and all terms, conditions and stipulations therein:
Recorded: June 15, 1951 in Volume 919, Page 187 of the Deed Records of Galveston County, Texas.
Lessor: A. E. (Gene) Bailey a single man
Lessee: J. T. Perryman, Jr.
Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.
 - e. Oil, Gas and Mineral Lease, and all terms, conditions and stipulations therein:
Recorded: November 17, 1987 in County Clerk's File No. 8744335 of the Official Public Records of Galveston County, Texas.
Lessor: Juanita Ray Westerlage
Lessee: Cities Service Oil and Gas Corporation
Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.
 - f. Memorandum of Oil, Gas and Mineral Lease, and all terms, conditions and stipulations therein:
Recorded: February 03, 1998 in County Clerk's File No. 9804422, of the Official Public Records, Galveston County, Texas.
Lessor: Charles Westerlage, III
Lessee: Aspect Resources Limited Liability Company

Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.
 - g. Mineral and/or royalty interest:
Recorded: September 26, 1940 in Volume 613, Page 529 of the Deed Records of Galveston County, Texas.
Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.

SCHEDULE B
(Continued)

- h. Mineral and/or royalty interest:
Recorded: June 27, 1956 in Volume 1159, Page 108 of the Deed Records of Galveston County,
Texas.
Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.

SCHEDULE C

Commitment No.: 19-0665

GF No.: 19-0665

Your Policy will not cover loss, costs, attorney's fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. **OTHER SPECIFIC EXCEPTIONS:**
 - a.
 - i. Unless otherwise requested in writing prior to closing of the subject transaction, all Endorsements to each Loan Policy of Title Insurance issued pursuant to this Commitment able to be incorporated by reference will be so incorporated in each said Loan Policy.
 - ii. The Company shall follow the Rules as set out by the Texas Department of Insurance in disbursing the funds provided by the Assured and/or Insured on Schedule A of this Commitment. Good Funds shall be as defined in Rule P-27; however, the Company requires that such funds be "collected funds" prior to disbursement, except for funds delivered to the Company by bank wire, cashier's check or cash. The Company does not accept any ACH (Automated Clearing House) funds of any type or form. The Company's wire transfer instructions are attached to this commitment.
 - iii. Your policy will contain an arbitration provision. It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing the enclosed form and returning it to the Company at or before the closing of your real estate transaction. (Not applicable to Residential Owner Policy)
 - iv. The Contract you entered into agreeing to purchase the property described in Schedule

SCHEDULE C

(Continued)

A of this Commitment may provide that the standard Owner Title Policy contains an exception as to "discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping of improvements", and that Buyer, at Buyer's expense or at the expense of the party designated in the Contract, may have the exception amended to read, "shortages in area", thereby giving you coverage for these matters.

Also, the Texas Title Insurance Information portion of this Commitment for Title Insurance advises the Insured that the Policy will insure against loss because of such discrepancies or conflicts in boundary lines, encroachment or protrusions, or overlapping of improvements, so long as a survey is provided that is acceptable to the Company, and an additional premium for the coverage is paid.

The Owner Policy of Title Insurance to be issued in this transaction will contain the coverage described in the above paragraph, and, unless the Contract provides otherwise, the Insured will be charged the additional premium promulgated by the Texas Department of Insurance, unless an acceptable survey is not furnished, or, on or before the date of closing, the Insured advises the Company in writing that the Insured rejects this coverage.

(Applies to the Owner Title Insurance Policy only)

- v. The Texas Title Insurance Information portion of this Commitment advises the Insured that the Policy is not an abstract of title and that the Company does not have an obligation to determine the ownership of any mineral interest(s). In addition, it states that minerals and mineral rights may not be covered by the Policy and that the Company may include an exclusion or exception as to minerals and mineral rights in the Policy. In the event the Company issues the Policy with an exclusion or exception to mineral and mineral rights, optional endorsements insuring certain risks involving minerals and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings, as applicable for the nature of the property to be insured, may be available upon payment of an additional premium. However, if the Policy is issued with an exclusion or exception as to minerals and mineral rights, neither this Policy, nor the optional endorsements insure that the Insured has title to the minerals or mineral rights related to the surface estate.

The Owner's Policy of Title Insurance to be issued in this transaction will contain the coverage described in the above paragraph, and the Insured will be charged the additional premium promulgated by the Texas Department of Insurance, unless, on or before the date of closing, (i) the Company chooses not to issue such coverage or, (ii) the Insured advises the Company in writing that the Insured rejects this coverage. (Applies to the Owner's Policy of Title Insurance only.)

- vi. **All oil, gas, and/or other reservations created at closing of the subject transaction shall be included as an exception in the Policy/Policies issued.**
- vii. This transaction may be subject to a confidential order issued pursuant to the Bank Secrecy Act. Information necessary to comply with the confidential order must be provided prior to the closing. This transaction will not be insured until this information is submitted, reviewed and found to be complete.

SCHEDULE C
(Continued)

viii. Notwithstanding any other requirements made herein - For entities purchasing, borrowing, refinancing, or selling real property, the Company will require evidence that verifies the entity's validity, good standing or ability to conduct business in the State of Texas. Further requirements will be made to verify who has authority to sign on behalf of the entity and that the proposed transaction has been authorized.

6. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.
7. As to MOOREHEAD MACHINE, a Limited Liability Company, we will require a Resolution of the Managers specific as to the transaction to confirm who is authorized to execute documents on behalf of the company.

NOTE: Closer should be satisfied as to the status of said company and that same is in good standing.

8. Furnish proper documentation to establish the legal entity of The Overland Group. Additional requirements may be made.
9. Furnish a Category 1A survey of the property to be prepared by a Registered Public Surveyor acceptable to this Company. When same is submitted to the Title Department for inspection and approval, additional exceptions and/or requirements may be added.



CITY COUNCIL AGENDA FORM

Meeting Date: January 13, 2020

Prepared by: Todd Weidman

Agenda item: 5e

Reviewed by: Charlene Warren/

Charles Jackson

Department: Fire

AGENDA ITEM DESCRIPTION: Discussion relating to approve the purchase of one Spartan 4-door mid-mounted fire pumper through H-GAC Buy in the amount of \$625,000.00

☒ X

ATTACHMENTS FOR REFERENCE

1. H-GAC Contract Pricing Worksheet (2nd Unit)

STAFF BRIEFING:

- Current frontline fire apparatus is 10 years old with 70,000+ miles
- Backup apparatus is 28 years old with unknown mileage (odometer malfunction)
- Maintenance costs have increased and reliability has decreased significantly
- City Council reached consensus for the purchase of two new fire apparatus at the July 25, 2019 budget workshop meeting; this is the second unit of two
- Several manufacturers were evaluated for value, warranty, and functionality
- After careful consideration, staff recommends purchase of a Spartan 4-door mid-mounted fire pumper through Metro Fire Apparatus Specialists, Inc., an H-GAC contractor
- Recommended vehicle is pre-stocked with required equipment and tools included
- This quote includes the mobile radios for both apparatus
- Additionally, selected vendor offers a supplemental benefit package by providing use of a loaner pumper, to include all maintenance costs
- City must provide insurance for and is responsible for any/all damage to loaner apparatus
- While on loan from manufacturer, loaned apparatus will be decalated with City of La Marque Fire Department branding for duration of loan period
- Estimated delivery time is 7-9 months from date of order
- Pricing is based on specifications supplied by the City of La Marque and is NFPA compliant
- Finance Director has reviewed and verified availability of funds
- Appropriation of funds is through the approved lease purchase financing in November 2019 under Resolution R-2019-0036 by Council
- Midyear budget 2019-20 amendment for Council approval will include the full cost of second Fire apparatus

HISTORY:

- Current frontline fire apparatus is 10 years old with 70,000 plus miles
- Backup apparatus is 28 years old with unknown mileage

TARGET IMPLEMENTATION: January 14, 2020



CITY COUNCIL AGENDA FORM

SIGNIFICANT ACTION DATES:

9/19/2019 - City Council approved the purchase of the first (of the two) fire apparatus.

7/25/2019 - City Council reached consensus to purchase two fire apparatus; this is the second of two

ACTION:

- | | |
|--|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Other - Capital Purchase | |
| ☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | |

Cost Details:

Budget 2020	Midyear Budget Amendment 2019-20
Actual Bid	\$625,000.00
Estimated Expenditure	\$625,000.00
Acct. Name(s)	10 Year Life Assets - Vehicles
Line Item #	01-7030-06-00
Other Funding	

STAFF'S RECOMMENDATION: Recommend to approve the purchase of one Spartan 4-door mid-mounted fire pumper through H-GAC Buy in the amount of \$625,000.00

FISCAL IMPACT: **\$-0-** for fiscal year **2019-20**. \$109,254 annually starting fiscal year 2020-21 for 15 years.



Contract Pricing Worksheets

Rev 02-05-07

**NOTE: Purchase Orders are not valid unless a copy of the completed worksheet and the customer's order are faxed to HGACBuy at:
713-993-4548**

This Workbook contains three versions of HGACBuy's Contract Pricing Worksheet. One is for Standard Equipment / Services, one is for Catalog or Price Sheet type purchases, and the third is for Motor Vehicles only. See tabs at bottom to select appropriate Worksheet.

Please contact H-GAC staff about use of the worksheets if you have any questions.

PUBLISHED OPTIONS

[illegible]

UNPUBLISHED OPTIONS

[illegible]



CITY COUNCIL AGENDA FORM

Meeting Date: January 13, 2020

Prepared by: Todd Weidman

Agenda item: 5f

Reviewed by: Charlene Warren/

Charles Jackson

Department: Department

AGENDA ITEM DESCRIPTION: Discussion relating to approve purchase of five (5) each complete LifePak-15 cardiac monitors through a lease purchase agreement of five (5) annual payments, pending Legal review of financing agreement

☒ X

ATTACHMENTS FOR REFERENCE

1. Quote
2. Customer summary showing lease payments

STAFF BRIEFING:

- Our current LifePak-12s (cardiac monitors) are outdated with maintenance and parts no longer being offered
- Texas Administrative Code 157.11 states Mobile Intensive Care Units (MICU) ambulances must be equipped with automatic transmitting 12-lead capability to transporting hospital by 01/01/20
- This is an approved budgeted item
- The purchase price for five (5) each complete LifePak-15 monitors with full service agreements is \$205,899.60
- A credit of \$25,000 is offered for existing monitors as a trade-in; reducing total price to \$180,899.60 before financing costs
- With the lease plan through Stryker, the annual payment will consist of five (5) payments of \$38,088.40 ($\$38,088.40 \times 5 = \$190,442.00$, including financing cost of \$9,542.40) and includes an option to purchase the equipment at the end of the term for \$1
- Budget for full price plus credit (expenditure and proceeds) will be part of a future budget amendment in fiscal year 2019-20
- Stryker is a sole source vendor for this equipment
- Lifepak monitors are compatible with all area agencies and hospitals
- Finance Director has reviewed

HISTORY:

- Approved for budget fiscal year 2019-2020

TARGET IMPLEMENTATION: January 15, 2020

SIGNIFICANT ACTION DATES: N/A



CITY COUNCIL AGENDA FORM

ACTION:

- | | |
|--|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Other - Equipment Purchase | |
| ☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | |

Cost Details:

Budgeted	\$38,979.79
Actual Bid	N/A
Estimated Expenditure	\$38,088.40
Acct. Name(s)	5 Year Life Assets
Line Item #	01-7040-06-00
Other Funding	

STAFF'S RECOMMENDATION: Recommend to approve purchase of five (5) each complete LifePak-15 cardiac monitors through a lease purchase agreement of five (5) annual payments, pending Legal review of financing agreement

FISCAL IMPACT: \$38,088.40 annually for five years, beginning fiscal year 2019-2020



Lifepak 15

Quote Number: 10101267
Version: 1
Prepared For: LA MARQUE FIRE DEPT
Attn:

Remit to: P.O. Box 93308
Chicago, IL 60673-3308
Rep: Tim Garza
Email: tim.garza@stryker.com
Phone Number:

Quote Date: 12/19/2019
Expiration Date: 03/18/2020

Delivery Address

Name: LA MARQUE FIRE DEPT
Account #: 1265142
Address: 1109 A BAYOU RD
LA MARQUE
Texas 77568

End User - Shipping - Billing

Name: LA MARQUE FIRE DEPT
Account #: 1265142
Address: 1109 A BAYOU RD
LA MARQUE
Texas 77568

Bill To Account

Name: CITY OF LA MARQUE
Account #: 1164601
Address: 1109 BYU RD
LA MARQUE
Texas 77568

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99577-001957	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT.	5	\$29,241.20	\$146,206.00
2.0	41577-000288	Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment	5	\$0.00	\$0.00
3.0	11577-000004	Station Battery Charger - For the LP15	5	\$1,558.00	\$7,790.00
4.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	20	\$392.78	\$7,855.60
5.0	11996-000323	Masimo™;RED LNC® Patient Cable, 4 FT. For use with LNCS Patient Sensors.	5	\$168.92	\$844.60
6.0	11171-000017	Masimo™ LNCS™ DCI, Adult SpO2 only Reusable Sensor. For use with LNC Patient Cable.	5	\$266.50	\$1,332.50
7.0	11160-000013	NIBP Cuff-Reusable, Child	5	\$20.50	\$102.50
8.0	11160-000017	NIBP Cuff -Reusable, Large Adult	5	\$27.88	\$139.40
9.0	11171-000032	Masimo™Rainbow™DCI-DC8, Adult Reusable Direct Connect SpO2, SpCO, SpMet Sensor, 8 FT	5	\$832.30	\$4,161.50
10.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	5	\$268.14	\$1,340.70
11.0	11220-000028	LIFEPAK 15 Carry case top pouch	5	\$48.38	\$241.90
12.0	11260-000039	LIFEPAK 15 Carry case back pouch	5	\$68.88	\$344.40
13.0	11996-000474	4G Modem: Verizon Cellular (for use on customer data plan; purchased separately)	5	\$988.10	\$4,940.50
Equipment Total:					\$175,299.60



Lifepak 15

Quote Number: 10101267
Version: 1
Prepared For: LA MARQUE FIRE DEPT
Attn:

Remit to: P.O. Box 93308
Chicago, IL 60673-3308
Rep: Tim Garza
Email: tim.garza@stryker.com
Phone Number:

Quote Date: 12/19/2019
Expiration Date: 03/18/2020

ProCare Products:

#	Product	Description	Qty	Sell Price	Total
14.1	78000008	On Site Prevent for LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT.	5	\$6,120.00	\$30,600.00
ProCare Total:					\$30,600.00
Equipment & Procare Total:					\$205,899.60
Trade in Value:					-\$25,000.00
Grand Total:					\$180,899.60

Price Totals:

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.

AUTHORIZED CUSTOMER SIGNATURE

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

Terms: Net 30 days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-Stryker.

In the event of any conflict between Stryker Medical's Standard Terms and Conditions and any other terms and conditions, as may be included in any purchase order or purchase contract, Stryker's terms and conditions shall govern.

Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.

12/23/2019

CITY OF LA MARQUE
 1109 A BAYOU RD
 LA MARQUE, Texas 77568

Equipment: See proposal for detailed equipment descriptions and pricing.

Finance structure: \$1 out end of term option

\$1 out end of term option: Purchase the equipment for \$1.00

Payment terms:

\$1 OUT	5 annual payments
Equipment total	\$150,299.60
Service total	\$30,600.00
Equipment payment	\$31,645.57
Service payment	\$6,442.83
Total payment	\$38,088.40

Payments are exclusive of all applicable taxes and freight unless otherwise noted.

Contract commencement: Upon delivery, installation and acceptance

First payment due: Net 30

Payment adjustment: The payments quoted herein were calculated based, in part, on an interest rate equivalent as quoted on the Intercontinental Exchange website, at <https://www.theice.com/marketdata/reports/180>, under the USD Rates 1100 Series. Stryker's Flex Financial business reserves the right to adjust the payments prior to contract commencement in order to maintain current economics of this proposed transaction.

Deal consummation: This proposal is subject to final credit, pricing, and documentation approval. Legal documents must be signed before your equipment can be delivered.

Please note that this proposal is subject to change if documents are not signed prior to **12/31/2019**.



CITY COUNCIL AGENDA FORM

Meeting Date: January 13, 2020

Prepared by: Todd Weidman

Agenda item: 5g

Reviewed by: Charlene Warren

Charles Jackson

Department: Fire

AGENDA ITEM DESCRIPTION: Discussion relating to approve the renewal of contract to Advanced Data Processing, Inc. (ADPI), a subsidiary of R1 RCM Inc., and previously known as Intermedix, commencing 01-15-2020 through 01-15-2023 for Emergency Medical Service Billing and Collections

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ATTACHMENTS FOR REFERENCE

1. Proposed contract

STAFF BRIEFING:

- ADPI is set up on an automatic renewal each November for an additional one year
- With a change in fire administration, a review was completed of the existing contract. This process consisted of a legal review by Acting City Attorney Derra Purnell who worked closely with EMS Administrator William Reed and with the legal team for ADPI.
- The billing rate stayed the same at 5.95% of all monies collected
- The technology rate increased from 1.2% to 2% of all monies collected. This provided us with a 2nd complete Toughbook Tablet with 3 year warranties including training and support
- A credit card processing fee was added for 3%
- Language was revised to meet current industry standards
- Finance Director has reviewed

HISTORY:

- ADPI continues to perform at, or above, the on-average industry standard for net collections
- ADPI has a "large footprint" in the greater Houston area, and a regional Client Services Office in Houston
- ADPI is our current Billing Vendor

TARGET IMPLEMENTATION: January 14, 2020

SIGNIFICANT ACTION DATES: N/A



CITY COUNCIL AGENDA FORM

ACTION:

- | | |
|--|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Other – Contract | |
| ☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | |

Cost Details:

Budgeted	\$10,000.00
Actual Bid	N/A
Estimated Expenditure	\$10,000.00
Acct. Name(s)	Professional Fees
Line Item #	01-4040-06-00
Other Funding	N/A

STAFF'S RECOMMENDATION: Recommend to approve the renewal of contract to Advanced Data Processing, Inc. (ADPI), a subsidiary of R1 RCM Inc., and previously known as Intermedix, commencing 01-15-2020 through 01-15-2023 for Emergency Medical Service Billing and Collections

FISCAL IMPACT: Estimated \$10,000 of professional services expenditure annually

AMBULANCE BILLING AND RELATED PROFESSIONAL SERVICES AGREEMENT

This Master Services Agreement is entered into as of January 15, 2020 (the "Effective Date") by and between City of La Marque, a Texas home-rule municipality and political subdivision of the State of Texas ("Client"), and Advanced Data Processing, Inc., a subsidiary of R1 RCM Inc., a Delaware corporation ("ADPI").

RECITALS

WHEREAS, Client provides emergency and non-emergency medical services, including ambulance transport ("EMS"), for residents and visitors in its jurisdiction, and charges for such services; and

WHEREAS, ADPI provides billing, collection and related consulting services and equipment for municipalities and other providers of EMS,

WHEREAS, Client and ADPI entered into a Master Billing Services Agreement (the "Original Agreement") on November 1, 2013,

WHEREAS, ADPI and Client desire to enter into this Master Services Agreement to amend and restate the Original Agreement and to agree to the terms and conditions upon which Client may purchase the services described herein from ADPI, and

WHEREAS, ADPI and Client further agree that the Original Agreement shall expire on the Effective Date of this Master Services Agreement.

NOW THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. **ENGAGEMENT OF ADPI.** During the Term of this Agreement, except for accounts referred to a collection agency as provided herein, ADPI shall be exclusively responsible for the billing and collection of all charges and fees resulting from the delivery of EMS by Client, including but not limited to all charges and fees to private insurers, Medicare, Medicaid, other governmental programs, individual patients and their responsible parties (collectively, "Payors").

2. **SCOPE OF SERVICES.** ADPI shall perform and carry out Services as specifically described in Exhibit A (the "Scope of Services"; collectively the Scope of Services and the Billing System (as defined in Section 3.01) are the "Services"), which is attached hereto and incorporated herein by this reference. Client reserves the right to request changes in the Scope of Services within ADPI's capabilities, which changes shall be implemented upon mutual written agreement of the parties specifying such changes and any change in compensation attributable thereto.

3. **ACCESS TO BILLING SYSTEM.**

3.01 Right to Use. During the Term of this Agreement, ADPI grants to Client, access to ADPI billing system ("Billing System") solely to view Client's accounts, run various reports, and access to all data associated with the billing and collection process which is wholly owned by Client. During the Term of this Agreement, ADPI will not in any way transfer to any third party or use in

direct or indirect competition with Client any information or data posted by or for the benefit of Client on ADPI's website and acknowledges that all such information is confidential ("Confidential Client Information"). ADPI further acknowledges that its handling of information on behalf of Client is or may be subject to federal, state or local laws, rules, regulation and restrictions regarding the privacy of consumer information. ADPI agrees to comply with all of such laws, rules and regulations and restrictions, as is commercially reasonably possible, at its sole cost and expense; provided, however, ADPI agrees to notify Client if it is unable to comply with any such law, rule, regulation or restriction. This Access to Billing System Section and all obligations contained therein will survive any termination or expiration of this Agreement. Notwithstanding any provision of this Agreement to the contrary, ADPI acknowledges that Client is subject to Chapter 552 of the Texas Government Code (the "Public Information Act") and agrees to cooperate with Client in responding to a request under the Public Information Act, including but not limited to providing information and/or Confidential Client Information to Client if such information is within the custody and control of ADPI at the time of the request.

3.02 User Restrictions. Client shall not, and shall not permit others to, without the express written consent of ADPI: (i) use, receive, reproduce, copy, market, sell, distribute, license, sublicense, lease, timeshare, or rent the Billing System, any other Service or any component thereof; (ii) modify, alter, translate or prepare derivative works based on the Billing System; (iii) disassemble, decompile, decrypt or reverse engineer the Billing System or in any way attempt to discover or reproduce source code for the Billing System, or any portion thereof; or (iv) develop or license any third party programs, applications, tools or other products which interface or interact with the Billing System. Client agrees not to remove the copyright, trade secret or other proprietary protection legends or notices which appear on or in the Billing System, any other Service.

3.03 Internet Access. Client shall be responsible for providing its own Internet access necessary to provide the Billing System, and in no event shall Client be provided with direct access (by modem or otherwise) to the Billing System server, other than access that is available to third parties generally through the Internet. The parties acknowledge that, since the Internet is neither owned nor controlled by any one entity, ADPI makes no guarantee that any given user will be able to access the Billing System at any given time. There are no assurances that access will be available at all times and uninterrupted, and ADPI shall not be liable to Client for its inability to access the Billing System.

3.04 Reporting. Operational and financial data reports for Client will be available on the Billing System when the Billing System is available. The format and content of the data reports will be established and defined by ADPI and such reports may be added, modified or deleted without notice to Client; provided, however, Client shall at all times during the Term of this Agreement have access to all Client's data within the custody and control of ADPI and the ability to design and run reports using such data at Client's sole discretion and expense. Notwithstanding the foregoing, Client may request that specific, custom reports be made available to it by ADPI at an additional charge to be negotiated between ADPI and Client.

3.05 Acknowledgement with Respect to Reports. With respect to each report generated for Client as part of the Billing System, Client acknowledges and agrees: (i) such report represents a "snapshot" of a moment in time, and as such, the snapshot may not be accurate with respect to financial results on the whole; (ii) the underlying data may be subject to correction from time-to-time, which may change the results of the report or its interpretation; and (iii) the data represented in the report constitutes only a limited portion of all data available regarding Client's business. Accordingly, any particular report may not accurately represent the Client's then-current

or future financial condition.

3.06 Intellectual Property. Client agrees that the equipment, computer hardware and software, billing and collection processing, Services, Billing System and other related systems and equipment owned by ADPI, its parent, affiliates, and subsidiaries are the property and trade secrets of ADPI, and that Client will not release any information regarding same and/or trade secrets of ADPI to any third party without the prior written consent of ADPI. Client further agrees that, in connection with the use of certain data entry devices, Client may gain access to the intellectual property of third parties. Client understands and agrees that it may be required to enter into agreements with respect to such intellectual property in order to use such equipment. Client agrees to enter into such arrangements at ADPI's request; provided, however, that: (i) such agreements do not require a violation of the state or federal law, including but not limited to procurement law; (ii) that the form of such agreements is agreeable to Client; and (iii) that such agreements are at no cost to Client.

3.07 Audit Rights. Audits of all RCM Services and records provided by ADPI may be conducted upon reasonable written notice during normal business hours mutually agreed by ADPI and CLIENT by an independent (accounting) firm designated and authorized by the CLIENT; provided that, to the extent that either party has obtained a certification from a qualified third-party assessor (e.g., HITRUST or SOC), then any matters covered by such certification shall be excluded from the scope of such audit. Such audit can include any employees, reports or information used by ADPI to deliver the RCM Services. With respect to any such audit or investigation, ADPI shall have the right to require appropriate protections against disclosure of Confidential Information, ADPI's Billing System and the confidential information of ADPI's other clients. The total cost of such an audit will be the responsibility of the CLIENT.

4. RESPONSIBILITY FOR SECURITY AND NOTIFICATION.

4.01 Generally. Client is responsible for all activity occurring under its User accounts and shall abide by all applicable laws and regulations in connection with its use of the Billing System. Client will immediately (and in no greater than twenty four (24) hours from Client's knowledge of the following) notify ADPI and use best efforts to cease any further of the following: (i) any unauthorized use of a password or account or any other known or suspected breach of security; (ii) any copying or distribution of any content or other intellectual property of ADPI related to the Services that is known or suspected by Client or its Users; (iii) any use of false identity information to gain access to or use the Billing System or (iv) any loss or theft of a hardware device on which a User has access to the Billing System (each of subsections (i) through (iv) a "Security Breach Event"). To the extent that any Security Breach Event involves Protected Health Information (as defined below), and is subject to the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191, 110 Stat. 1936), including the privacy and security rules promulgated thereunder ("HIPAA"), as amended by the Health Information Technology for Clinical Health Act (Pub. L. No. 111-5, 123 Stat. 115) (the "HITECH Act"), Client shall comply with all applicable requirements under such laws, including any applicable breach notification requirements (i.e. notifications to affected individuals, the Department of Health and Human Services ("HHS"), and prominent media outlets) (the "HIPAA Notifications") triggered by the Security Breach Event. "Protected Health Information" means Individually Identifiable Health Information (defined at 45 C.F.R. § 164.501), transmitted or maintained in any form or medium, concerning individuals for whom the Client has performed EMS. ADPI will immediately (and in no greater than twenty four (24) hours from ADPI's knowledge of the following) notify Client, cooperate with Client regarding any of the following and use best efforts to cease any

further

of the following: (i) any unauthorized use of a password or account or any other known or suspected breach of security; (ii) any copying or distribution of any Confidential Client Information that is known by ADPI or its other clients; (iii) any known or suspected use of false identity information to gain access to or use the Billing System or (iv) any known or suspected loss or theft of a hardware device which has access to the Billing System or Confidential Client Information (each of subsections (i) through (iv) a "Security Breach Event"). To the extent that any Security Breach Event involves Protected Health Information, ADPI shall cooperate with Client to comply with all applicable requirements under applicable laws, including any applicable breach notification requirements triggered by the Security Breach Event.

4.02 Rights Following Notification. Upon ADPI's receipt of notification given by the Client of a Security Breach Event, ADPI shall have the right to immediately, without notice to Client, suspend Client's access to the Billing System until such time as the Security Breach Event has been fully resolved, and no longer presents a threat of inappropriate access to: (i) the Billing System, (ii) any other intellectual property rights of ADPI or its affiliates or (iii) the personal data or Protected Health Information gathered by Client in the performance of EMS by the Client. To the extent that a Security Breach Event requires Client to provide HIPAA Notifications, any such notifications shall not include a reference to ADPI or any of its affiliates unless such a reference is specifically required by HIPAA or other applicable law. Further, if Client intends to reference ADPI in a HIPAA Notification based on its belief that such a reference is required by HIPAA or other applicable law, Client shall provide ADPI written notice of its intent to do so as soon as practicable prior to Client's provision of each required HIPAA Notification.

4.03 Security. Client acknowledges that it is solely responsible for providing security software, including without limitation, firewalls and similar applications, to prevent unauthorized access to its computer systems, including malware prevention software on User's computers. Client is responsible for requiring its Users to use a password to access the Billing System in compliance with the Billing Security Characteristics. The "Billing Security Characteristics" means a password to access the Billing System, which must be at least eight (8) characters in length, and contain three (3) of four (4) of the following characteristics: lowercase letter, uppercase letter, special character or a number. ADPI shall use reasonable efforts to maintain the security of the Billing System and Confidential Client Information, but shall not be responsible for the Client's loss or dissemination of passwords or other breaches beyond ADPI's reasonable control.

5. COMPENSATION AND METHOD OF PAYMENT.

5.01 Fees. ADPI shall be paid by Client a monthly amount representing fees for the Services provided by ADPI hereunder, computed as follows:

(a) Five point ninety-five percent (5.95%) of all monies collected by ADPI for EMS billing provided by Client less refunds ("Net Collections"), plus

(b) Two percent (2%) of all monies collected for use of ADPI-provided field data capturing and reporting system consisting of two (2) Pen-based Panasonic Toughbook Tablet Units, Field Automation Software, Administrative Reporting System, including training and support (referred heretofore as "TripTix®"), less refunds ("Net Collections"), plus

(c) Three percent (3%) for credit card processing fees, plus

(d) All amounts set forth in any Exhibit, attached hereto.

5.02 ADPI shall submit the monthly invoices for fees for the Services to City of La Marque ATTN: Suzy Kou, financedirector@ci.la-marque.tx.us. Client shall pay the amount invoiced within thirty (30) days of receipt of such invoice. In the event Client disputes any part of the invoiced amounts, such dispute shall be raised in writing to ADPI within such thirty (30) day period. ADPI shall respond to any such notice of dispute within thirty (30) days of receipt thereof. Any overdue amounts which are not the subject of a good faith notice of dispute shall accrue interest at the rate provided in the Texas Prompt Payment Act.

5.03 Bank Accounts. Client agrees that it will be solely responsible for the cost and maintenance of any and all of Client's bank accounts, lock-box and/or remote deposit services. Client agrees to assume and be responsible for all costs associated with such program. Client agrees to utilize and be responsible for a lockbox or remote deposit capturing. Client agrees to give ADPI access to the lockbox for payment posting verification. Client agrees to assume and be responsible for all credit card costs.

6. COLLECTION EFFORTS.

6.01 Alternative Collection Arrangements. ADPI will have the right, on Client's behalf, in its sole and complete discretion, to enter into an alternative collection arrangement with respect to any patient encounter performed by the Client if: (i) the total payments are for at least 80 percent of the amount of the bill; (ii) an insurance company offers at least 70% of the total amount billed with a stipulation that the insured not be billed for the balance; or (iii) ADPI is able to make arrangements for the payment of patient account that provide a substantially similar economic benefit to Client, as ADPI determines in its sole and complete discretion.

6.02 Scope of Collection Efforts. If reasonable efforts have been made to collect a patient account of Client and such efforts have not been successful, ADPI shall have the right to terminate collection efforts and close the account as an unpaid debt. As used herein "reasonable efforts" shall be defined to mean at least but not limited to one hundred and twenty (120) days of active collection efforts in the ordinary course of business. In addition, ADPI may terminate or suspend collection efforts in the event that Client has supplied ADPI with materially incomplete or inaccurate billing and/or patient information.. Absent contrary instructions from Client with respect to any patient encounter, the accounts that ADPI has deemed to be uncollectible may be forwarded to a third-party collection agency for further collection effort.

6.03 Administrative Fee/Third Party Collection Costs. Client will be responsible for engaging any third party collection service for uncollectible accounts after ADPI has exhausted its collection efforts. Client will be directly liable for all fees of third party collection agency.

6.04 Excluded Persons. If any refunds of patient accounts of Client are required to be refunded to or offset by any government and commercial payor as a result of Client's violation of its obligations set forth in Exhibit A (Scope of Services), Section B.9. (an "Excluded Person Refund"), ADPI shall not be required to refund to Client any commissions or fees earned or previously paid to ADPI as a result of its collection of such Excluded Person Refund or otherwise include such Excluded Person Refunds in its calculation of Net Collections as set forth herein.

7. **SYSTEM SUPPORT.** Support and training of Client's Users will be provided subject to and in accordance with the terms of the Scope of Services.

8. **INDEPENDENT CONTRACTORS.** ADPI is an independent contractor of Client and not an employee or agent of Client; provided, however, to the extent necessary to fulfill its billing and collection efforts under this Agreement, ADPI is authorized to sign *in an administrative capacity* for Client the following types of standard forms and correspondence only; letters to patients or their representatives verifying that an account is paid in full; forms verifying the tax-exempt status of Client; and insurance filings and related forms. ADPI has no authority to sign any document that imposes any additional liability on Client. ADPI shall retain full control over the employment, direction, compensation and discharge of all persons assisting in the performance of the Services. ADPI shall be fully responsible for all matters relating to payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Each party shall be responsible for its own acts and those of its agents and employees during the Term of this Agreement.

9. **LIMITATION ON LIABILITY.** ADPI'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT WITH RESPECT TO THE BILLING SYSTEM, EQUIPMENT OR OTHER SERVICES DELIVERED UNDER THIS AGREEMENT WILL BE LIMITED TO THE TOTAL FEES PAID (LESS ANY REFUNDS OR CREDITS) BY CLIENT TO ADPI PURSUANT TO THIS AGREEMENT DURING THE TWENTY FOUR (24) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. IN NO EVENT WILL ADPI BE LIABLE TO CLIENT UNDER, IN CONNECTION WITH, OR RELATED TO THIS AGREEMENT FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT ADPI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE FOREGOING LIMITATIONS OF LIABILITY ARE A CONDITION AND MATERIAL CONSIDERATION FOR THEIR ENTRY INTO THIS AGREEMENT.

10. **INSURANCE.** ADPI shall procure and maintain for the duration of the Agreement, the following insurance coverage: (i) workers' compensation insurance in compliance with the applicable state and federal laws; (ii) general liability insurance in an amount no less than \$1,000,000 per occurrence; (iii) coverage for business interruption, destruction of data processing equipment and media, liabilities affecting accounts receivable, and valuable documents in an amount no less than \$100,000 aggregate; (iv) liability coverage for all vehicles whether owned, hired or used in the amount of \$500,000; and (v) coverage for cyber security breaches in an amount of no less than \$1,000,000.

11. **CONFIDENTIALITY AND HIPAA BUSINESS ASSOCIATE OBLIGATIONS.**

11.01 Confidential Information. Each party (the "Discloser") may disclose to the other party (the "Recipient") certain non-public information relating to the Discloser's business, including technical, marketing, financial, personnel, planning, medical records and other information that is marked confidential ("Confidential Information"). Confidential Information of each party shall also include the terms of this Agreement, but not the existence and general

nature of this Agreement. Confidential Information will not include any information: (i) lawfully obtained or created by the Recipient independently of, and without use of, Discloser's Confidential Information and without breach of any obligation of confidence or violation of HIPAA or the HITECH Act; (ii) that is in or enters the public domain without breach of any obligation of confidence; or (iii) that is required to be disclosed under the Public Information Act or Chapter 551 of the Texas Government Code (the "Open Meetings Act") in response to a request for public information under the Public Information Act or as required under the Open Meetings Act for Client to discuss, take action and approve execution of this Agreement.

11.02 Use and Disclosure. Except as expressly permitted by this Agreement or the BA Agreement (as applicable) and subject to applicable law, the Recipient will:

(a) not disclose Discloser's Confidential Information except: (i) to the employees or contractors of the Recipient to the extent that they need to know that Confidential Information for the purpose of performing the Recipient's obligations under this Agreement, and who are bound by confidentiality terms with respect to that Confidential Information no less restrictive than those contained in this Section 11.02; or (ii) as required to be disclosed by law, to the extent required to comply with that legal obligation, provided that the Recipient will promptly notify the Discloser of such obligation;

(b) use the Discloser's Confidential Information only for the purpose of performing Recipient's obligations under this Agreement;

(c) use all reasonable care in handling and securing the Discloser's Confidential Information, and employ all reasonable data security measures that the Recipient ordinarily uses with respect to its own proprietary information of similar nature and importance; and

(d) use and disclose Confidential Information that contains Protected Health Information in accordance with the terms of the Business Associate Agreement attached hereto as Exhibit B (the "BA Agreement"), if applicable.

11.03 Return of Confidential Information. Subject to applicable law and section 10.c of the BA Agreement, the Recipient will return to the Discloser, and destroy or erase all of the Disclosure Confidential Information in tangible form, upon the expiration or termination of this Agreement, or as applicable as outlined in section 10.c of the BA Agreement, and if required, the Recipient will promptly certify in writing to the Discloser that it has done so.

11.04 HIPAA Business Associate Exhibit/Changes In HIPAA. Each party agrees to the obligations set forth in the BA Agreement attached hereto as Exhibit B (the "BA Agreement"). Such BA Agreement constitutes the complete and exclusive agreement between the parties with respect to ADPI's obligations regarding Protected Health Information, superseding and replacing any and all prior agreements, communications, representations, and understandings (both written and oral) regarding such subject matter; provided, however, that in the event of any additions, modifications or amendments to any statute or regulation including HIPAA or future federal regulations adopted pursuant thereto, then ADPI and Client shall promptly enter into negotiations to revise the BA Agreement to reflect such changes. Upon the execution by the parties of a revised BA Agreement (a "Revised BA Agreement"), such Revised BA Agreement will supersede the current BA Agreement in its entirety and such current BA Agreement will no longer

be of any force or effect.

11.05 Right to Injunctive Relief. The parties expressly acknowledge and agree that the breach, or threatened breach, by a party of any provision of this Section 11 may cause the other party to be irreparably harmed and that the harmed party may not have an adequate remedy at law. Therefore, the parties agree that upon such breach, or threatened breach, the harmed party will be entitled to seek injunctive relief to prevent the other party from commencing or continuing any action constituting such breach without having to post a bond or other security and without having to prove the inadequacy of any other available remedies. Nothing in this paragraph will be deemed to limit or abridge any other remedy available to either party at law or in equity.

12. **NON-SOLICITATION.** For the Term of this Agreement and for one (1) year after its termination, Client or ADPI shall not employ or hire any employee or former employees who, pursuant to this Agreement, has had any contact with employees or representatives of either party or has worked on Client's accounts, without the prior written consent of Client and ADPI.

13. **ATTACHMENTS.** The following named attachments are made an integral part of this Agreement:

- a. Scope of Services (Exhibit A attached hereto and made a part hereof);
- b. Business Associate Agreement (Exhibit B attached hereto and made a part hereof);
- c. Optional Services (Exhibit C attached hereto and made a part hereof); and
- d. TripTix Program (Exhibit D attached hereto and made a part thereto).

14. **TERM AND TERMINATION.**

14.01 Term. This Agreement shall be effective for an initial three-(3) year period, commencing on the Effective Date unless terminated as provided in Section 14.02 below (the "Initial Term"). Following the expiration of the Initial Term, subject to the payment of all fees due hereunder, this Agreement may be renewed for an additional three (3) year period upon mutual written agreement of the parties ("Renewal Terms"; collectively, the Initial Term together with any Renewal Terms are the "Term"), unless either party provides the other party with written notice of termination of this Agreement as provided in Section 14.02 below. All terms and conditions hereof shall remain in full force and effect during the Term unless this Agreement is amended in a writing executed by each Party hereto.

14.02 Events Triggering Termination. This Agreement shall be subject to termination under the following conditions.

a. **Termination without Cause.** Following the Initial Term of this Agreement, either Client or ADPI may terminate this Agreement without cause upon six (6) months prior written notice to the other party.

b. **Termination with Cause.** If ADPI materially fails to perform any obligation required hereunder, and such default continues for thirty (30) calendar days after written notice from Client specifying the nature and extent of the failure to materially perform such obligation, this Agreement shall terminate upon the expiration of said thirty (30) calendar day period.

c. If Client materially fails to perform any obligation required hereunder, and such default continues for thirty (30) calendar days after written notice from ADPI specifying the nature and extent of the failure to materially perform such obligation, this Agreement shall terminate upon the expiration of said thirty (30) calendar day period.

d. Termination Due to Bankruptcy. If Client or ADPI: (i) apply for or consent to the appointment of a petition in bankruptcy; (ii) make a general assignment for the benefit of creditors; (iii) file a petition or answer seeking reorganization or arrangement with creditors; or (iv) take advantage of any insolvency, or if any order, judgment, or decree shall be entered by any court of competent jurisdiction on the application of a creditor or otherwise adjudicating either party bankrupt or approving a petition seeking reorganization of either party or appointment of a receiver, trustee or liquidator of either party or all or a substantial part of its assets (subsections (i) through (iv), each a "Bankruptcy Event"), this Agreement shall terminate automatically and immediately upon written notice from the other party to the party who has incurred a Bankruptcy Event.

14.03 Rights Upon Termination. If this Agreement is terminated for any reason, including, without limitation, the breach of this Agreement by any party, ADPI shall be entitled to recover when due and payable hereunder, all amounts owed to ADPI hereunder or accrued but unpaid as of the date of termination. Following termination of this Agreement, for a period of ninety (90) days (the "Transition Period"), ADPI, at its sole discretion and upon written notice to Client of its election to do so, may continue its billing and collection efforts as to those accounts referred to ADPI prior to the effective date of termination, subject to the terms and conditions of this Agreement, for the fee set forth in Section 5 above. At the end of the Transition Period, ADPI shall return all records and Confidential Client Information within ADPI's custody and control to Client in a commercially standard format on a commercially standard media as determined by ADPI in its sole discretion; provided, however, that ADPI may keep any copies of records in accordance with applicable law. The expiration or termination of this Agreement, for whatever reason, will not discharge or relieve either party from any obligation which accrued prior to such expiration or termination, will not relieve either party that has breached this Agreement from liability for damages resulting from such breach and will not destroy or diminish the binding force and effect of any of the provisions of this Agreement that expressly, or by reasonable implication, come into or continue in effect on or after expiration or termination hereof.

15. **FORCE MAJEURE.** Neither Client nor ADPI shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to a Force Majeure Event (as defined below), the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Force Majeure Event" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party and includes, but is not limited to fire, flood, earthquakes, storms, lightning, natural disaster, epidemic, war, riot, civil disturbance, sabotage, terrorism and governmental actions; provided, however, only a Force Majeure Event resulting in a loss of Client's access to or practical use of its city buildings, accounting information, or computer systems (ex. a cyber security attack or major flood event) shall excuse under this Section Client's obligation to pay, when due, the fees and compensation owed to ADPI pursuant to the terms and conditions of this Agreement. Notwithstanding the foregoing, Client acknowledges and agrees that nothing herein shall excuse its obligation to pay all fees for Services rendered by ADPI hereunder upon regaining access to its city buildings, accounting

information, or computer systems that directly impacted Client's ability to make timely payment of such fees. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

16. **GOVERNING LAW; VENUE.** This Agreement will be governed by and construed in accordance with the laws of the State in which the Client is located, exclusive of its rules governing choice of law and conflict of laws. Venue for any action between the Parties hereto shall lie in Galveston County.

17. **GENERAL WARRANTIES AND DISCLAIMERS.**

17.01 Corporate Authority. Each party warrants that it is a duly organized and validly existing and has complete and unrestricted power and authority to enter into this Agreement.

17.02 Disclaimer. THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WHICH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED. NO REPRESENTATIVE OF ADPI SHALL HAVE THE RIGHT TO MAKE WARRANTIES ON ADPI'S BEHALF UNLESS THOSE WARRANTIES ARE IN WRITING AND EXECUTED BY A DULY AUTHORIZED OFFICER OF ADPI.

18. **EXPORT LAWS.** Client shall comply with all then current export laws and regulations of the U.S. Government and the government of the country in which Client receives access to the Services.

19. **ASSIGNMENT OF AGREEMENT.** This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party shall assign this Agreement without the express written consent of the other party, and such consent shall not be unreasonably withheld. Notwithstanding the foregoing sentence, ADPI may, upon notice to Client, assign this Agreement to any affiliate or any entity resulting from the sale, combination or transfer of all or substantially all of the assets or capital stock, or from any other corporate form of reorganization by or of ADPI. ADPI may subcontract any of its obligations under this Agreement, and may perform those obligations through personnel employed by or under contract with ADPI.

20. **NOTICES.** Any notice directed to the parties' legal rights and remedies under this Agreement will be provided in writing and will reference this Agreement. Such notices will be deemed given if sent by: (i) facsimile, when complete transmission to the recipient is confirmed by the sender's facsimile machine; (ii) postage prepaid registered or certified U.S. Post mail, then five (5) working days after sending; or (iii) commercial courier, then at the time of receipt confirmed by the recipient to the courier on delivery. All notices to a party will be sent to its address set forth below, or to such other address as may be designated by that party by notice to the other party in accordance with this Section:

To Client: City of La Marque
1111 Bayou Rd.
La Marque, Texas 77568
Attn: City Manager

To ADPI: R1 RCM Inc.
401 N. Michigan Avenue, Suite 2700
Chicago, IL 60611
Attn: Legal Department

21. **SEVERABILITY.** If all or a part of a provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the remainder of that provision and all other provisions of this Agreement will not be affected.

22. **ENTIRE AGREEMENT.** This Agreement, including exhibits, attachments and written terms incorporated by reference, is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. Pre-printed terms and conditions on or attached to any Client purchase orders or other business forms shall be of no force or effect, even if ADPI acknowledges or accepts them.

23. **AMENDMENT/WAIVER.** This Agreement may be modified, or any rights under it waived, only by a written document executed by both parties. Any failure of a party to exercise or enforce any of its rights under this Agreement will not act as a waiver of such rights.

24. **RESERVED.**

25. **CONSTRUCTION OF AGREEMENT.** This Agreement has been negotiated by the parties and its provisions will not be presumptively construed for or against the other party. The headings and Section titles in this Agreement are for convenience only, and will not affect the construction or interpretation of this Agreement.

26. **NO THIRD PARTY BENEFICIARIES.** Except as expressly provided in this Agreement, nothing in this Agreement shall confer upon any person other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.

27. **COUNTERPARTS.** The parties may execute this Agreement in one or more counterparts, each of which shall be an original, and which together shall constitute one instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their

authorized representatives as of the Effective Date.

ADVANCED DATA PROCESSING, INC.

CITY OF LA MARQUE

By: _____ By: _____

Name: _____

Title: _____

Name: _____

Title: _____

Exhibit A

Scope of Services

A. Base Services and Obligations:

ADPI shall provide revenue cycle management services for Client as described below.
ADPI shall, during the Term:

1. Prepare and submit initial claims and bills for Client promptly upon receipt thereof, and prepare and submit secondary claims and bills promptly after identification of the need to submit a secondary claim.
2. Assist Client in identifying necessary documentation in order to process and bill the accounts.
3. Direct payments to a lockbox or bank account designated by Client, to which Client alone will have signature authority.
4. Pursue appeals of denials, partial denials and rejections when deemed appropriate by ADPI.
5. Respond to and follow up with Payors and respond to messages or inquiries from a Payor.
6. Provide appropriate storage and data back-up for records pertaining to Client's bills and collections hereunder, accessible to Client at reasonable times.
7. Maintain records of services performed and financial transactions.
8. Meet, as needed, with representatives of Client to discuss results, problems and recommendations.
9. Provide any Client-designated collection agency with the data necessary for collection services to be performed when an account is referred to such agency.
10. ADPI will support Client in filing and maintaining required documentation and agreements with commonly-used Payors (e.g. Medicare, Medicaid, Champus, etc. Client will maintain responsibility for enrollment, required documentation, and agreements with Out of State Payers, such as Out of State Medicaid programs, and other payors not commonly billed
11. Provide reasonably necessary training periodically, as requested by Client, to Client's emergency medical personnel regarding the gathering of the necessary information and proper completion of run reports.

12. Utilize up-to-date knowledge and information with regard to coding requirements and standards, to comply with applicable federal, state and local regulations.
13. Provide a designated liaison for Client, patient and other Payor concerns.
14. Provide a toll free telephone number for patients and other Payors to be answered as designated by Client.
15. Facilitate proper security of confidential information and proper shredding of disposed materials containing such information.
16. Establish arrangements with hospitals to obtain/verify patient insurance and contact information.
17. Respond to any Client, Payor or patient inquiry or questions promptly.
18. Maintain appropriate accounting procedures for reconciling deposits, receivables, billings, patient accounts, adjustments and refunds.
19. Provide reasonable access to Client for requested information in order for Client to perform appropriate and periodic audits. Reasonable notice will be given to ADPI for any planned audit and will be conducted during normal business hours of ADPI, all at the Client's expense.
20. Provide timely reports facilitating required aspects of monitoring, evaluating, auditing and managing the Services provided.
21. Process refund requests and provide Client with documentation substantiating each refund requested.
22. Assign billing to patient account numbers providing cross-reference to Client's assigned transport numbers.
23. Maintain responsibility for obtaining missing or incomplete insurance information.
24. Provide accurate coding of medical claims based on information provided by Client.
25. Negotiate and arrange modified payment schedules for individuals unable to pay full amount when billed.

26. Retain accounts for a minimum of twelve (12) months (unless otherwise specified by mutual agreement) and after twelve (12) months turn over accounts for which no collection has been made (unless insurance payment is pending) to an agency designated by Client.

27. Permit real-time read only electronic look-up access by Client to ADPI's Billing System to obtain patient data and billing information.

28. Maintain records in an electronic format that is readily accessible by Client personnel and that meets federal and state requirements for maintaining patient medical records.

29. Maintain a compliance program meeting or exceeding all industry guidelines and standards for healthcare compliance programs, including but not limited to guidance issued by the U.S. Department of Health and Human Services Office of Inspector General.

B. *Client's Responsibilities and Obligations:*

1. From each person who receives EMS from Client ("Patient"), Client shall use its best efforts to obtain and forward the following information ("Patient Information") to ADPI:

- (i) the Patient's full name and date of birth;
- (ii) the mailing address (including zip code) and telephone number of the Patient or other party responsible for payment ("Guarantor");
- (iii) the Patient's social security number;
- (iv) the name and address of the Patient's health insurance carrier, name of policyholder or primary covered party, and any applicable group and identification numbers;
- (v) the auto insurance carrier address and/or agent's name and phone number if an automobile is involved;
- (vi) the employer's name, address and Workers Compensation Insurance information if the incident is work related;
- (vii) the Patient's Medicare or Medicaid HIC numbers if applicable;
- (viii) the Patient's or other responsible party's signed payment authorization and release of medical authorization form or other documentation sufficient to comply with applicable signature requirements;
- (ix) the call times, transporting unit, and crew members with their license level, i.e. EMT-B, EMT-I, or EMT-P;
- (x) odometer readings or actual loaded miles transported such that loaded miles may be calculated;

(xi) physician certification statements (PCS) for non-emergency transports that are to be billed to Medicare pursuant to CMS regulations; and

(xii) any other information that ADPI may reasonably require to bill the Patient or other Payor.

2. Client represents and warrants that all information provided to ADPI shall be, to the extent practicable, accurate and complete. ADPI shall have no obligation to verify the accuracy of such information, and Client shall be solely responsible for such accuracy. Client agrees to indemnify and hold ADPI, its agents, and employees harmless from any and all liabilities and costs, including reasonable attorneys' fees, resulting from (a) any inaccurate or misleading information provided to ADPI that results in the actual or alleged submission of a false or fraudulent claim or (b) any other actual or alleged violation of local, state or federal laws., including but not limited laws applicable to Medicare, Medicaid or any other public or private Payor or enforcement agency.

3. Client will provide ADPI with necessary documents required by third parties to allow for the electronic filing of claims by ADPI on Client's behalf.

4. Client will provide ADPI with its approved billing policies and procedures, including dispatch protocols, fee schedules and collection protocols. Client will be responsible for engaging any third party collection service for uncollectible accounts after ADPI has exhausted its collection efforts.

5. Client will timely process refunds identified by ADPI for account overpayments and provide to ADPI confirmation, including copies of checks and other materials sent.

6. Client will provide a lock box or bank account address to ADPI and will instruct the lock box or bank custodian agency to forward all documents to ADPI for processing.

7. Client will provide ADPI with daily bank balance reporting capabilities via the bank's designated web site.

8. Client will cooperate with ADPI in all matters to ensure proper compliance with laws and regulations.

9. Client represents and warrants that all of its employees, personnel and independent contractors involved in the delivery of EMS or otherwise performing services for Client: (i) hold the licensure or certification required to perform such services, (ii) have not been convicted of a criminal offense related to health care or been listed as debarred, excluded or otherwise ineligible for participation in a Federal health care program and (iii) are not excluded persons listed on any of the following: (a) the Office of the Inspector General List of Excluded Individuals and Entities; (b) the General Services Administration's Excluded Parties List; and (c) the Office of Foreign Asset Control's Specially Designated Nationals List.

10. Client agrees that it will forward to ADPI copies of checks, or other payment documentation requested by ADPI relating to the subject matter of this Agreement, within 10 days of the date of receipt of those payments.

Exhibit B

Business Associate Agreement

THIS BUSINESS ASSOCIATE AGREEMENT (this "Agreement") is entered into this 15th day of January 2020 (the "Effective Date"), by and between City of La Marque, a Texas municipality ("Covered Entity"), and R1 RCM Inc., a Delaware corporation, on behalf of itself and its subsidiaries (collectively, "Business Associate").

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of Protected Health Information disclosed to Business Associate in order to evaluate a potential business transaction and pursuant to any underlying services agreement the parties may enter into (collectively "Service Agreement") in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), Subtitle D of Title XIII of Division A of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("HITECH") and the regulations promulgated under HIPAA and HITECH, including, without limitation, the Standards for Privacy of Individually Identifiable Health Information, at Title 45, Parts 160 and 164 (the "Privacy Rule") and the Standards for the Security of Electronic Protected Health Information, at Title 45, Parts 160 and 164 (the "Security Rule"), collectively referred to hereinafter as "HIPAA";

WHEREAS, in the course of providing services to Covered Entity ("Services") pursuant to the Service Agreement, Business Associate may be required to create, receive, maintain, or transmit Protected Health Information on behalf of Covered Entity; AND

NOW THEREFORE, in consideration of the foregoing and the mutual promises contained herein, the parties agree as follows:

WITNESSETH

- 1. Definitions.** Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meanings as those terms in HIPAA, except that the terms "Protected Health Information" and "Electronic Protected Health Information" (which may be collectively referred to herein as "PHI") shall have the meaning as set forth in HIPAA, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity in connection with the Service Agreement.
- 2. Uses and Disclosures of PHI.** Business Associate shall not use or disclose PHI in any manner that is not permitted or required by the Service Agreement, this Agreement, or as Required By Law. The parties agree that the Business Associate may:
 - (a)** Use and disclose PHI to perform functions, activities, or Services for, or on behalf of, Covered Entity as specified in the Service Agreement. Business Associate shall not use or disclose PHI in any manner that would constitute a violation of HIPAA, or other applicable federal or State law if so used by a Covered Entity, unless such use or disclosure is expressly provided for in this Agreement;
 - (b)** Use and disclose PHI for the proper management and administration of the Business Associate and to meet its legal obligations, provided that the disclosures are Required By Law, or Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any

instances of which it is aware in which the confidentiality of the information has been breached; and

- (c) Aggregate PHI with the Protected Health Information of another covered entity as permitted under the Privacy Rule.

3. Safeguards Against Misuse of Information. Business Associate agrees to use appropriate physical, administrative, and technical safeguards that (i) reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI; and (ii) prevent the use, disclosure of, or access to the PHI other than as provided for by this Agreement.

4. Privacy Rule Representations and Warranties. To the extent that Business Associate is requested by Covered Entity to carry out one or more of a Covered Entity's obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to the Covered Entity.

5. Security Policies Representations and Warranties. Business Associate represents and warrants to Covered Entity that Business Associate will comply with the Security Rule with respect to Electronic PHI that it creates, receives, maintains, or transmits.

6. Reporting Security Incidents or Improper Uses or Disclosures. Business Associate shall report to Covered Entity: (i) any Security Incident; and (ii) any use or disclosure of the PHI not provided for by this Agreement or permitted by HIPAA, of which it becomes aware.

7. Reporting of Breaches. Business Associate shall notify Covered Entity in accordance with 45 C.F.R. § 164.410 of any Breach of such Unsecured Protected Health Information.

8. Mitigation of Harmful Effects. Business Associate agrees to take commercially reasonable steps to mitigate harmful effects from any Breach of Unsecured PHI or other Security Incident or inconsistent use or disclosure of PHI which Business Associate is required to report pursuant to this Agreement.

9. Agreements by Third Parties. Business Associate agrees to ensure that any agent or subcontractor, to whom it provides PHI, agrees in writing: (i) to restrictions and conditions with respect to use and disclosure of such PHI that are at least as restrictive as those that apply through this Agreement to Business Associate; and (ii) to the implementation of reasonable and appropriate privacy and security safeguards to protect PHI.

10. Documentation of Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

11. Accounting of Disclosures. Within ten (10) business days of written notice by Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI regarding an Individual, Business Associate shall make available to Covered Entity such information as would be required to permit Covered Entity to respond to such request as required by 45 C.F.R. § 164.528. In the event the request for an accounting is delivered directly to Business Associate Business Associate shall within (5) business days forward such request to Covered Entity.

12. Access to Information. Within ten (10) business days of a written request by Covered Entity for access to PHI about an Individual contained in a Designated Record Set, Business Associate shall make available to Covered Entity such information as would be required to permit Covered Entity to meet the access requirements under 45 C.F.R. § 164.524. In the event any Individual requests access to PHI directly from

Business Associate, Business Associate shall, within five (5) business days, forward such request to Covered Entity. Any denials of access to the PHI requested shall be the responsibility of Covered Entity.

13. Availability of PHI for Amendment. Within ten (10) business days of receipt of a written request from Covered Entity for the amendment of an Individual's PHI contained in a Designated Record Set, Business Associate shall provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. § 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within five (5) business days forward such request to the Covered Entity.

14. Availability of Books and Records. Business Associate hereby agrees to make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary for purposes of determining compliance with HIPAA. In responding to any such request, Business Associate shall notify Covered Entity and promptly afford Covered Entity the opportunity to exercise any rights it may have under the law relating to documents or information protected from disclosure by obligations of confidentiality.

15. Obligations of Covered Entity

- (a) **Consent.** Covered Entity agrees to obtain any consent, authorization or permission that may be required by the Privacy Rule or any other applicable federal or state laws and/or regulations prior to furnishing Business Associate PHI pertaining to an Individual; and
- (b) **Restrictions.** Covered entity agrees that it will inform Business Associate of any PHI that is subject to any arrangements permitted or required of Covered Entity under the Privacy Rule that may materially impact in any manner the use and/or disclosure of PHI by Business Associate under the Service Agreement, including, but not limited to, restrictions on the use and/or disclosure of PHI as provided for in 45 C.F.R. § 164.522 and agreed to by Covered Entity.
- (c) **Minimum Necessary.** Covered Entity shall only request, use or disclose the minimum necessary PHI to accomplish its obligations under the Services Agreement or this Agreement.
- (d) **Permissible Requests.** Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by a Covered Entity.

16. Term. The term of this Agreement shall commence on the Effective Date, and shall terminate upon the earlier to occur of: (i) the termination of the Service Agreement for any reason or (ii) the termination of this Agreement pursuant to the provisions herein.

17. Termination for Cause. Either party may terminate this Agreement due to a material breach of this Agreement by the other party upon giving the other party thirty (30) days prior written notice; provided the breaching party does not cure the breach prior to the effective date of termination. Any dispute regarding any such alleged breach and/or cure shall be resolved in accordance with the dispute resolution provisions of the Service Agreement, if any.

18. Effect of Termination of Services. Upon termination of this Agreement for any reason, Business Associate shall return to Covered Entity, or, at Covered Entity's direction, destroy, all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further use of the PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Business Associate elects to destroy the PHI, Business Associate shall certify in writing to the Covered Entity that such PHI has been destroyed. The provisions of this Section 18 shall survive the termination of the Service

Agreement and this Agreement, and shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

19. Interpretation. This Agreement and the Service Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA.

20. Third Party Rights. The terms of this Agreement are not intended, nor should they be construed, to grant any rights to any parties other than Business Associate.

21. Notices. Any notices to be given hereunder shall be in accordance with the notification procedures identified in the Service Agreement.

22. Regulatory References. A reference in this Agreement to a section in the HIPAA means the section as in effect or as amended, and for which compliance is required.

23. Governing Law. This Agreement will be governed by the laws of the State of Texas.

24. No Waiver. No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

25. Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.

26. Independent Contractor. None of the provisions of this Agreement are intended to create, nor will they be deemed to create, any relationship between the parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the parties evidencing their business relationship.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

City of La Marque	R1 RCM Inc.
By: _____ Name:	By: _____ Name:
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit C
Optional Services

ADPI will provide the following specific optional services by mutual written agreement between ADPI and Client:

1. Provide HIPAA-compliant Notice of Privacy Practices to transported, billed patients as an insert into the initial billing notice mailed to these patients.
2. If Client has purchased TripTix® product pursuant to the terms and conditions of the Addendum to this Agreement, ADPI shall provide TripTix® based reporting extract of data required by state or local regulatory authorities' connectivity/interface in a format reasonably required by such authorities.

Exhibit D
(TripTix® Program)

This Exhibit D, effective as of the Effective Date of the Agreement, hereby sets forth terms and conditions that apply only to the Product and Product Units listed in this Exhibit D. In regards to the Product, to the extent the terms and conditions of the Agreement are in conflict with this Exhibit D, the terms of this Exhibit D shall control. Where not different or in conflict with the terms, conditions and definitions of this Exhibit D, all applicable terms, conditions, and definitions set forth in the Agreement are incorporated within this Exhibit D as if set forth herein. Capitalized terms used herein and not otherwise defined herein shall have the meaning given to such terms in the Agreement.

WHEREAS, ADPI has developed the TripTix® solution or product running on personal tablet devices to enter medical records and data into and interact with its main billing and medical records system or Billing System (“Product” as more particularly defined herein) that ADPI is willing to make available to Client to use during the Term of the Agreement, as well as subject to the terms and conditions set forth herein; and

WHEREAS, Client has expressed a desire to obtain a right to use the Product; and

WHEREAS, Client acknowledges that, in connection with the provision of the Product and the Product Unit, ADPI is incurring significant per unit and, in some cases, per User out of pocket expenses;

NOW, THEREFORE, the parties agree as follows:

ARTICLE I. DEFINITIONS

1.01 Definitions. For purposes of this Exhibit D, the following definitions shall apply:

(a) “Addendum Effective Date” shall mean the date on which the last party to this Addendum executed it.

(b) “Intellectual Property” shall mean all of ADPI’s rights in and to the Product and Product Unit, including, without limitation, ADPI’s copyrights, trademarks, trade dress, trade secrets, patents and patent applications (if any), and “know how” and any other proprietary information developed by ADPI relevant to the Product and/or Product Unit, recognized in any jurisdiction in the world, now or hereafter existing, whether or not registered or registerable.

(c) “Product” shall mean, collectively, each TripTix® Product Unit (a tablet PC, personal digital assistant or similar device), the Software, a third party wireless card in the name of ADPI and any Third-Party Intellectual Property Rights, as applicable.

(d) “Product Unit” shall mean a single data collection device delivered pursuant to the terms and conditions of this Exhibit D containing one or more elements of the Product but shall not mean any ancillary devices or products provided by persons other than ADPI.

(e) “Software” means the copies of ADPI’s software programs as are contained in the Product, including any documentation included therewith. ADPI may, at its sole discretion, provide corrections and modifications to the Software from time to time.

(f) “Third-Party Interface Devices” shall mean those devices that interface with the Product to transfer information, including medical monitoring devices for which Third-Party Intellectual Property Royalty Payments are made.

(g) “Third-Party Intellectual Property Rights” shall mean the Intellectual Property rights of any third-party used in connection with the Product.

(h) “Third-Party Intellectual Property Royalty Payments” shall mean the payments to be made directly by Client or, indirectly, on Client’s behalf, as consideration for the licensing of any Third-Party Intellectual Property Rights or use of any Third-Party Interface Devices.

(i) “Users” shall mean: (i) any employees of Client and (ii) any medical professional who is authorized to perform medical services for Client in the area in which Client operates its emergency medical services as of the Addendum Effective Date.

ARTICLE II. PRICE AND PAYMENT

2.01 Adjustment to Rates of Compensation under the Agreement. The compensation due and owing ADPI by Client shall be increased as described in Section 4.01 of this Exhibit D during the Term. Additionally, in the event that Client terminates this Exhibit D during the period twelve (12) months following the Agreement Effective Date, it shall pay an early termination fee as set out on Schedule 2.01 hereto.

2.02 Product Fees. In addition to the payments required pursuant to the provisions of Section 5 (Compensation and Method of Payment) of the Agreement, Client shall make the following payments: (i) all Third-Party Intellectual Property Royalty Payments as further set out on Schedule 2.02 hereto.

2.03 Additional Services. The additional Services shall be provided to Client at no additional charge, as long as the Agreement is in effect, as set out on Schedule 2.03 hereto. Should the contractual relationship between the parties change, then terms and conditions of the Agreement and Product pricing shall be negotiated between the parties in good faith.

ARTICLE III. RIGHT TO USE PRODUCT AND PROPRIETARY RIGHTS

3.01 Right to Use. Commencing on the Effective Date and subject to the terms and conditions of this Exhibit D, ADPI grants Client and its Users a non-exclusive, non-transferable right to use the Product during the Term. This right to use the Product during the Term does not constitute a sale of the Product or any portion or piece thereof.

3.02 Delivery and Acceptance. ADPI will deliver to Client, the Product at mutually agreeable times, after or simultaneously with the Effective Date.

3.03 No Other Rights. Client's rights in the Product will be limited to those expressly granted in this Article III. All changes, modifications or improvements made or developed with regard to the Product by ADPI, whether or not made or developed at Client's request, shall be and remain the property of ADPI. ADPI reserves all Intellectual Property rights and any other rights in and to the Product not expressly granted to Client hereunder.

3.04 Restrictions. Client acknowledges that ADPI and its suppliers, including, without limitation, the suppliers of certain Third-Party Intellectual Property Rights, have, retain and own all right, title and interest in and to the Product, and all patent, copyright, trademark and service mark and trade name and the goodwill associated therewith, trade secret, inventions, technology, ideas, know-how, and all other intellectual property rights and all other rights pertaining thereto. All such right, title and interest shall be and remain the sole property of ADPI. Client shall not be an owner of, or have any interest in the Product but rather, such Client only has a right to use the Product pursuant to this Addendum. Neither Client nor its Users shall: (i) remove any copyright, patent or other proprietary legends from the Product; (ii) sub-license, lease, rent, assign, transfer or allow any third-party any right to use the Product; (iii) alter, modify, copy, enhance or adapt any component of the Product; (iv) attempt to reverse engineer, covert, translate, decompile, disassemble or merge any portion of the Product with any other software or materials; (v) otherwise create or attempt to create any derivative works from this Product, or permit persons who are not Users any access to the Product or its operations, and any attempt to do any of the above shall void all warranties given Client by ADPI and shall be a material breach of this Addendum.

3.05 Material Change to Product. If there is any material change in any rules, orders, laws or regulations governing the manner in which this Product operates or in the data provided by third parties (such as changes in the manner of operation of global distribution systems or standards in wireless or non-wireless communications protocols); then upon written notice to Client, ADPI will have the right, retroactive to the date of such material change, to modify the way in which this Product delivers data in order to comport with any change in law or regulations or functionality governing the Product. All data used by ADPI for testing and development shall be supplied by Client at its expense to ADPI promptly upon request by ADPI to Client.

ARTICLE IV. PRODUCT UNITS

4.01 Generally. Client and ADPI understand and agree that ADPI shall make available two Product Units. Client understands and acknowledges that any of the aforementioned Product Units provided by ADPI will be subject to the additional fee described in Section 2.02 of this Exhibit D. Also, in connection with the potential provision of such Product Units, Client agrees:

4.02 Client will be responsible for any loss or damage to such Product Units. Client agrees to pay:

(a) the cost of repairs in excess of manufacturer extended warranty of any such Product Unit provided to it or (ii), if the Product Unit is irreparable, lost or stolen, for the replacement cost of the Product Unit. Client is responsible for repair or replacement costs not covered by extended warranty provided by ADPI. Client agrees that Client may obtain insurance for such devices

provided that ADPI is named as a beneficiary under such insurance. ADPI will use commercially reasonable efforts to provide Client with a replacement Product Unit within one (1) business day following the business day on which the request is made.

(b) Client agrees that it shall immediately (and in no greater than twenty four (24) hours from Client's knowledge of the following) notify ADPI of any loss or theft of a Product Unit (a "Product Unit Loss Event"). Upon ADPI's receipt of notification given by the Client of a Product Unit Loss Event, ADPI shall have the right to immediately, without notice to Client, suspend Client's access to the Product and the Product Unit until such time as the Product Unit Loss Event has been fully resolved, and no longer presents a threat of inappropriate access to: (i) the Product, (ii) any other intellectual property rights of ADPI or (iii) the personal data or Protected Health Information gathered by Client in the performance of EMS by the Client. To the extent that any Product Unit Loss Event involves Protected Health Information, and is subject to HIPAA, as amended by the HITECH Act, Client shall comply with all applicable requirements under such laws, including any applicable HIPAA Notification requirements triggered by the Product Unit Loss Event. To the extent that a Product Unit Loss Event requires Client to provide HIPAA Notifications, any such notifications shall not include a reference to ADPI unless such a reference is specifically required by HIPAA or other applicable law. Further, if Client intends to reference ADPI in a HIPAA Notification based on its belief that such a reference is required by HIPAA or other applicable law, Client shall provide ADPI written notice of its intent to do so no later than ten (10) days prior to Client's provision of each required HIPAA Notification (i.e. no later than ten (10) days prior to Client's provision of notifications to affected individuals, Health & Human Services, and/or prominent media outlets, as applicable). Client acknowledges that they are responsible for configuring the Product Unit security password configuration (the "Product Unit Security Configuration") and providing that Users provide adequate safeguard password security.

(c) Client may be required to enter into additional agreements with the makers of third-party devices (monitors, scanners, EKG machines, etc.) with respect to the transmission of information between the third party device and the Product Unit. Client understands and agrees that ADPI will not be able to provide Product Units unless and until agreements are entered into with the third-party manufacturers of such third party devices. Client understands and agrees that its failure to enter into or reach agreements with such third-parties (and any and all consequences of such failure) shall not be deemed to be a default of ADPI under this Exhibit D or any other arrangement between Client and ADPI. Client further understands and agrees that the failure to enter into such agreements with these third parties may hinder Client's use of certain software features that might otherwise be available to it (for instance, a direct data connection between a third party device and the Product Unit).

4.03 Client may be required to obtain new or different medical or other equipment capable of communicating with the Product Unit. Client understands and agrees that such new or different medical or other equipment must be obtained at Client's sole cost and expense.

4.04 Client may request ADPI to support additional medical or other devices. Client understands and agrees that the costs of developing an interface may be significant and may involve the payment of royalties to the third-party manufacturers of the device. Client further understands and agrees that ADPI has no obligation to undertake the development of interfaces with additional medical or other devices.

4.05 Client agrees to indemnify and hold ADPI, its agents, and employees harmless from any and all liabilities and costs, and against any claim, suit, fine, or damages, including loss of profits, reasonable attorneys' fees, or interest, or any incidental, indirect, special, or consequential damages incurred as a result of any loss or damage to a Product Unit, the failure to utilize and require that its Users utilize one or more Product Unit Security Configurations which comply with the Billing Security Characteristics, or an actual or alleged violation of local, state or federal laws, including, but not limited to, laws applicable to Medicare, Medicaid, HIPAA, the HITECH Act, or any other public or private Payor or enforcement agency to the extent such violation was caused by loss or damage to a Product Unit that was provided to Client, the failure of Client to utilize and require that its Users utilize one or more Product Unit Security Configurations which comply with the Billing Security Characteristics, or Client's failure to comply with applicable law.

ARTICLE V. TERM AND TERMINATION

5.01 Generally. The term of this Exhibit D shall begin on the Effective Date and shall continue the termination or expiration of the Agreement, unless terminated as provided in Section 5.03 below.

5.02 Termination. Notwithstanding any other language herein or in the Agreement, a termination of this Exhibit D shall not operate to terminate the Agreement, but a termination of the Agreement shall operate as a termination of this Exhibit D.

5.03 Termination of Exhibit D.

(a) If ADPI, at any time, materially fails to perform any obligation required under this Exhibit D, or breaches any material term or condition of this Exhibit D, and such material default or breach, being curable, continues uncured for thirty (30) calendar days after written notice from Client to ADPI specifying the nature and extent of the failure to materially perform such obligation, Client shall have the right to terminate this Exhibit D upon the expiration of said thirty (30) calendar day period, without any obligation to pay any early termination payment outlined in Schedule 2.01.

(b) If Client, at any time, fails to materially perform any obligation required under this Exhibit D, or breaches any material term or condition of this Exhibit D, and such material default or breach, being curable, continues uncured for thirty (30) calendar days after written notice from ADPI to Client specifying the nature and extent of the failure to materially perform such obligation, ADPI shall have the right to terminate this Addendum upon the expiration of said thirty (30) calendar day period, and any early termination payment required by Client outlined in Schedule 2.01 shall be immediately due and payable to ADPI.

(c) Termination without Cause. Client may terminate this Exhibit D (but not the Agreement) at any time without cause by providing thirty (30) calendar days prior written notice to ADPI, and making payment in full of the required early termination payment disclosed on Schedule 2.01 with respect to each Product Unit delivered pursuant to this Exhibit D, which shall be immediately due and payable as of the date of such written notice of termination. As of

the effective date of such termination, Client shall return all Product Units to ADPI and shall have no further right to access the Product provided hereunder.

(d) ADPI may terminate this Exhibit D at any time without cause upon six (6) months prior written notice to Client.

(e) Obligations Following Termination. Any termination of this Exhibit D shall not release Client or ADPI from any claim of the other accrued hereunder prior to the effective date of such termination. Upon termination of this Exhibit D, ADPI shall remain the sole owner of the Product and all Intellectual Property and goodwill associated therewith, and Client shall assert no rights thereto. Upon termination of this Exhibit D for any reason, Client shall immediately discontinue use of the Product, and within ten (10) calendar days, return each of the Product Units and certify in writing to ADPI that all copies, extracts or derivatives of any item comprising the Product, in whole or in part, in any form, have either been delivered to ADPI or destroyed in accordance with ADPI's instructions. All payments made by Client to ADPI hereunder are non-refundable.

ARTICLE VI. LIMITED WARRANTY AND DISCLAIMER:

6.01 Product Warranty. ADPI warrants that each Product Unit delivered to Client will be free from material defects when delivered.

6.02 Information/Disclaimer of Warranties with Respect to Data and Information Provided by Third Parties. Some information transmittable or accessible through any Product Unit may have been obtained through sources believed to be reliable (such as various Internet providers, real-time data provided by GPS systems or medical devices or other third party information sources). Client agrees that ADPI shall not have any liability whatsoever for the accuracy, completeness, timeliness or correct sequencing of the information, or for any decision made or action taken by Client in reliance upon such information or the Product. Client further agrees that ADPI shall have no liability whatsoever for the transmission, non-transmission or partial transmission of data through third-party data systems and that such transmission shall be undertaken at Client's sole risk, cost and expense.

6.03 Disclaimer. ADPI and its third party suppliers do not warrant that any Product will meet Client's requirements or that access to the Product, or the operation of the Product, will be uninterrupted, error-free, that all errors will be timely corrected, or that the data and/or reports generated by the Product will be accurate in the event that any third party information providers have provided inaccurate information. THE WARRANTIES EXPRESSLY PROVIDED IN THIS EXHIBIT D AND THE AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WHICH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED. NO REPRESENTATIVE OF ADPI SHALL HAVE THE RIGHT TO MAKE WARRANTIES ON ADPI'S BEHALF UNLESS THOSE WARRANTIES ARE IN WRITING AND EXECUTED BY A DULY AUTHORIZED OFFICER OF ADPI.

6.04 Exclusive Remedy. For any breach of the warranties set forth in Section 6.01, ADPI, shall, following written notice thereof by Client, use diligence efforts, at ADPI's sole expense, promptly to repair or replace the nonconforming Product or Product Unit. This is ADPI's sole and exclusive liability, and Client's sole and exclusive remedy, for the breach of the above warranties. ADPI shall have no obligation to replace any defective Product Unit which is not returned to ADPI immediately following delivery or which has failed because of accident, abuse or misapplication.

Schedule 2.1
Early Termination Fee

Early Termination Payments with respect to each Product Unit are as follows:

Period	Amount
(1) For an Early Termination during the first twelve (12) months of the Initial Term:	\$4,400.00
(2) For an Early Termination during the first twelve (12) months of the Renewal Term if new Product Units are provided by ADPI to Client during the Renewal Term:	\$4,400.00

Schedule 2.2
Third-Party Intellectual Property Royalty Payments

In addition to the other compensation required under this Exhibit D, Third-Party Intellectual Property Payments shall be made as follows:

Licensing/Royalty agreement to be executed between Client and the manufacturer of Client's defibrillating equipment when the manufacturer has cleared the Product Unit for direct interface between their equipment and ADPI provided data devices.

Schedule 2.3 Additional Services

(1) Client has purchased TripTix product pursuant to the terms and conditions of this Exhibit D and ADPI shall provide TripTix based reporting extract of data required by state or local regulatory authorities' connectivity/interface in a format reasonably required by such authorities.

(2) Training and Support.

a. Training: ADPI shall make TripTix training services available to Client. Following execution of this Agreement, and at no additional charge, all Users will be registered for the training modules appropriate to their role(s) on the ADPI "TripTix Training Portal". All training will be conducted using the online portal and is available on-demand. This training is updated with each major release at no cost, and new Users will be added and able to receive training upon request at no additional cost.

b. Any additional or on-site training will be provided to Client at the rate of \$1,500.00 per trainer for up to eight (8) hours of training per day (the "Training Fee"). In the event training in any particular day exceeds eight (8) hours, the Training Fee will be prorated based on the number of hour(s) in excess of eight (8) hours worked by each trainer in that given day. Client shall also be responsible for reasonable travel and related expenses.

(3) If Computer-Aided Dispatch ("CAD") to TripTix system integration is requested by Client, upon execution of this Agreement or if Client subsequently changes CAD vendor or substantially changes CAD software version after initial development and/or implementation, Client will submit request for integration or notices of any CAD vendor and/or software changes in writing to ADPI and the following shall occur:

a. Client shall provide standard required information to ADPI regarding its CAD system; ADPI and Client develop business requirements for integration;

b. ADPI shall develop interface specifications;

c. ADPI shall prepare a quote to build interface to CAD system for the purpose of supplying to the TripTix software dispatch information in a format suitable as prescribed by ADPI. Costs would include design, development and testing of software required. ADPI is not responsible for any charges by Client's CAD vendor to supply required data nor is ADPI responsible for any lack of cooperation by the Client's CAD vendor in attempting to develop such interface for Client.



CITY COUNCIL AGENDA FORM

Meeting Date: January 13, 2020

Prepared by: Charles Jackson/
Charlene Warren

Agenda item: 5h

Reviewed by: Charlene Warren/
Charles Jackson

Department: Administration

AGENDA ITEM DESCRIPTION: Discussion relating to award RFP #20-01 to Clark Condon, and authorize the City Manager to negotiate a contract for consulting services related to creation of a Parks Master Plan for the City of La Marque

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ATTACHMENTS FOR REFERENCE

1. Score Tabulations
2. RFQ Packet
3. Addendum #1

STAFF BRIEFING:

- The City of La Marque solicited proposals for a professional planning consulting service to create a comprehensive Parks Master Plan
- As previously discussed in budget workshops, a comprehensive parks master plan is necessary to reflect community goals and objectives, and to formulate implementation strategies
- It also serves as a decision-making tool to assist in annual budgeting and future development of facilities, infrastructure, and programming
- Completion of a parks master plan will allow the City to actively seek and receive grant funding to further assist in development of new parks and renovation of existing parks
- On November 20, 2019, a notice was posted on both the City's website and Texas Bid System's website
- There were 212 vendors solicited through the City's website and 126 vendors through Texas Bid System
- A legal ad was placed in the Galveston County Daily News that ran twice in a fifteen (15) day period (11/20/2019 and 11/27/2019)
- Addendum #1 was posted on December 12, 2019
- On December 18, 2019, two (2) proposals were submitted and one (1) was qualified to continue the process
- Specifications for the proposals were supplied by the City of La Marque
- Staff recommends awarding the proposal for RFP #20-01 City of La Marque Parks Master Plan to Clark Condon and authorize the City Manager to negotiate a contract for consulting services
- Finance Director has reviewed

HISTORY: N/A

TARGET IMPLEMENTATION: January 13, 2020



CITY COUNCIL AGENDA FORM

SIGNIFICANT ACTION DATES:

11/20/2019 – RFP #20-01 notice posted

12/12/2019 – Addendum #1 notice posted

12/18/2019 – Proposals publicly acknowledged

ACTION:

- | | |
|--|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Other – Award of RFP | |
| ☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | |

Cost Details:

Budgeted	\$30,000.00
Actual Bid	
Estimated Expenditure	
Acct. Name(s)	Parks Improve. / Contingency
Line Item #	81-2011-00-00 01-7011-01-01
Other Funding	

STAFF'S RECOMMENDATION: Recommend to award RFP #20-01 to Clark Condon, and authorize the City Manager to negotiate a contract for consulting services related to creation of a Parks Master Plan for the City of La Marque

FISCAL IMPACT: Up to \$15,000 was budgeted in the Parks Board fund; up to \$15,000 will come from General Fund

RFP #20-01 PARKS MASTER PLAN

Evaluation and Selection Criteria	Clark Condon	7Gen Planning
1. Project Understanding and Approach - 40 points		
Successful proposers will demonstrate and understanding of the magnitude of the task, the constraints, and desired outcomes for the project.	37	31

2. Similar Experience - 30 points		
Successful proposers will have experience completing similar projects which should be demonstrated by providing case studies (of no more than two pages each) describing three projects that best match the scope and desired outcomes for this project. Each case study should highlight similarities to the proposed City of La Marque project. For each case study, a reference and contact information should be provided. The City may request samples of the comparative works during the proposal review process	28.3	25

3. Project Personnel - 30 points		
Successful proposers will provide information on personnel to be assigned to this project. Personnel should have experience from similar projects and/or fields necessary to complete the proposed scope of work.	28.7	26.5

TOTAL AVERAGE SCORE:	94	82.5
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REQUEST FOR PROPOSALS #20-01

City of La Marque, Texas Parks Master Plan

PURPOSE: City of La Marque is accepting proposals for a Professional Planning Consulting Service to create a comprehensive Parks Master Plan for the City of La Marque, the purpose of which is to establish a strategic plan for its park system that will guide future decisions regarding operations, maintenance, and capital improvements over the next twenty years.

SCOPE OF WORK: The Scope of Work summarizes the tasks and the required product of the project. The description of the task is included to clarify the nature of the work that is expected to be performed by the selected consulting group. Proposers are urged to use this information as the basis for preparing their detailed approach to the work.

A. Statement of Intent

A comprehensive parks master plan is necessary to reflect community goals and objectives and formulate implementation strategies. The plan will serve as a decision-making tool to assist in annual budgeting and future development of facilities, infrastructure, and programming. Recreation in La Marque has a strong emphasis on use of City-owned and operated facilities and infrastructure, City partnerships with County resources, and trail systems.

B. Project Objectives

1. Translate community vision into a realistic, strategic, and comprehensive planning tool. Identify the value and importance that recreation, activities, and parks play in residents' lives, value to the community, and potential for development.
2. Address the City's role in meeting the recreational needs of the City of La Marque, its residents and visitors alike.
3. Promote best practices and innovative strategies for improvements to parks, operations, and organization.
4. Provide a realistic guide for decision-making with regard to park, building, and facility usage; policy; operations; short and long-term maintenance costs; and future capital improvement expenses.
5. Assessment of existing facilities and programs, identify potential opportunities to improve usage or expand programming, address rehabilitation needs, prioritize and develop time-line for improvements.

6. Facilitate participatory process for citizen input and involvement in the development of the Parks Master Plan to ensure the City's future efforts align and community needs and priorities in terms of programming and facilities.
7. Address the City's future parks and recreational needs, provide recommendations for prioritizing acquisitions and staffing augmentation to meet future needs.

C. Site and Current Descriptions

1. Bayou City Park, 217 Bayou Road - Basketball court; playground
2. Bird Sanctuary, 317 Bayou Road - Park benches
3. Mac McGaffey Highland Bayou Park, 1991 Getty Road - Pavilion; lake; tennis courts; playgrounds
4. Jaycee Park, 2706 Magnolia Drive - Playground; open play area
5. Lagana Park, 1322 Yupon Street - Playground; open play area
6. Martin Luther King, Jr. Memorial Park, 416 Apricot Street; Half basketball court; playground
7. Mahan Park, 2701 Woodland Street - Football/soccer field; baseball fields; playground, and boat ramp
8. Walter Feigle Park, 1009 Bayou Road - Gazebo; open play area
9. Westlawn Park, 3010 Melody Drive - Playground; open play area
10. Proposed Pocket Park, Saltgrass Point Boulevard

D. Major Work Elements

The City anticipates the following work elements will be necessary to develop this Strategic Plan:

1. Evaluation of existing public and private recreational facilities and programs serving the City of La Marque and surrounding areas.
2. Analysis of current City of La Marque park facilities including an evaluation of specific maintenance needs for each facility.
3. Analysis of future development or rehabilitation opportunities for each park, including the development of alternative conceptual site plans and renderings, as appropriate, for future improvements.
4. Evaluation of current parks and facility usage trends to include analysis of possibility of decentralizing or duplicating popular activities to other park/facility locations.
5. Evaluation of Parks budget, staffing, and park maintenance operations.

6. Citizen engagement efforts including the residents of La Marque in, at a minimum, the following elements:
 - Stakeholders interviews (to include elected officials, senior City staff, park and facility users, local volunteer organizations, private providers, and other organizations as identified)
 - A minimum of three status meetings with the Parks Board as appointed by the City of La Marque City Council
 - Multiple public community meetings in the parks
 - Survey options that produce a representation from all ages and community sectors the result in actionable items
 - Interviews geared toward gaining input from the youth of the community and surrounding areas
 - Project updates for publication on the City's website
 - City Council presentations including:
 - Initial presentation
 - Final presentation

E. Key Deliverables

The following are to be furnished to the City of La Marque by the selected consultant:

1. Recommendations for on-going maintenance and operations for the parks/facilities utilizing current level of City investment and an accelerated investment level over five (5), ten (10), and twenty (20) years.
2. Recommendations for improvements including ADA elements to existing park properties comprising a prioritized list of capital projects with cost and construction estimates.
3. Conceptual site plans and renderings depicting future development and expansion opportunities for each park, including trails in Highland Bayou Park and Mahan Park, and trail connections between parks or area trails, based upon citizen engagement effort.
4. Recommendations on best practices and innovative strategies for improvements to parks, operations, and organization based on successes and best practices of other similar communities.
5. Viable funding alternatives tied to specific projects, if needed, for an accelerated investment level over five (5), ten (10), and twenty (20) years, i.e. grants, loans, etc.

6. Mapping Deliverables (in GIS and .pdf format):

- Existing public and private recreational/activity related facilities
- Service areas for existing recreational/activity related facilities
- Proposed greenways and paths within each park/facility and connections between
- Proposed system-wide improvement plans to illustrate system scope and balance, priorities for improvement , and connections

7. Plan Deliverables:

- Electronic copy of final plan
- Electronic copy of all renderings/conceptual plans
- Twelve (12) printed color copies of final plan in three-ring binders

The following will be provided by the City of La Marque to selected consultant:

1. Maps and aerial photography of incorporated City of La Marque identifying parks and recreation facilities and streets.
2. Summary of existing parks/facilities.
3. Contact information of organizations involved in recreation and parks activities.
4. Inventories of existing facilities and major events held at each.

GENERAL CONSIDERATIONS

Proposed Schedule

Release of RFP: November 20, 2019

Question Period: November 20, 2019 through December 5, 2019

Responses to Questions: December 9, 2019

RFP Deadline: December 18, 2019, 10:00 a.m. CST

NOTE: Sealed proposals will be accepted until **10:00 a.m., Wednesday, December 18, 2019**, at which time all proposals will be publicly acknowledged in City of La Marque Council Chambers, located at 1109-B Bayou Road, La Marque, Texas.

Six printed copies and one digital copy on a flash drive of the proposal must be submitted and enclosed in a sealed envelope and plainly marked on the outside of the envelope which clearly identifies it as being an RFP (Ex: “RFP Enclosed - **RFP 20-01**”).
FLASH DRIVE WILL NOT BE RETURNED.

CITY OF LA MARQUE DOES NOT ACCEPT FAXED OR EMAILED PROPOSALS.

Proposals must be addressed to and delivered to:

**City of La Marque
Attn: City Clerk's Office
1111 Bayou Rd.
La Marque, Texas 77568**

Evaluation and Selection Criteria

City of La Marque will review all proposals submitted. The City, in its discretion, may award the contract to the responsible and responsive proposer submitting the proposal which is deemed to be the most advantageous to the City, price and other factors being considered. The following are the evaluation criteria the City will consider in determining which proposal is most advantageous:

1. Project Understanding and Approach - 30 points
Successful proposers will demonstrate an understanding of the magnitude of the task, the constraints, and desired outcomes for the project.
2. Similar Experience - 20 points
Successful proposers will have experience completing similar projects which should be demonstrated by providing case studies (of no more than two pages each) describing three projects that best match the scope and desired outcomes for this project. Each case study should highlight similarities to the proposed City of La Marque project. For each case study, a reference and contact information should be provided. The City may request samples of the comparative works during the proposal review process.
3. Project Personnel - 30 points
Successful proposers will provide information on personnel to be assigned to this project. Personnel should have experience from similar projects and/or fields necessary to complete the proposed scope of work.
4. Cost - 20 points
Provide a detailed cost proposal in a SEPARATE SEALED ENVELOPE. The cost proposal should be based on the tasks and deliverables described in the above Scope of Work. Once all the proposals have been evaluated, scored, and shortlist compiled, the City will open the cost proposals of the shortlist firms. Costs will be considered as part of the final selection process. The City of La Marque may discuss revisions to the Scope and Deliverables in the final contract with the successful proposer.

INQUIRIES AND CORRECTIONS

All inquiries relating to this request shall be addressed in writing to:

City of La Marque
Attn: Charlene Warren, Assistant to City Manager
1111 Bayou Road
La Marque, Texas 77568
Phone: 409-938-9225
Email: c.warren@cityoflamarque.org

If a proposing firm submitting a Proposal finds discrepancies in or omission from the Request for Proposal (RFP), or should require additional clarification of any part thereof, a written request for interpretation of or change made to the RFP will be made by written addendum and will become part of the Request for Proposal and of any contract awarded. City of La Marque will not be responsible for the accuracy of any other ORAL EXPLANATIONS, INTERPRETATIONS, OR REPRESENTATIONS. All inquiries shall be made in writing and all responses received will be provided in writing in an addendum. To be given consideration, inquiries must be received at least eight (8) calendar days prior to the date established for submission of the Proposal.

Contact information: Charlene Warren, Assistant to City Manager, may be contacted for any questions or clarification on proposal. She may be reached at 409-938-9225 or c.warren@cityoflamarque.org

All Proposals must be received at City of La Marque City Hall, 1111 Bayou Road, La Marque, Texas, 77568, prior to **10:00 a.m. CST, Wednesday, December 18, 2019**. Proposals must be submitted in a sealed envelope plainly marked "REQUEST FOR PROPOSALS #20-01 Parks Master Plan for City of La Marque", and addressed to the City Clerk.

REQUEST FOR PROPOSALS #20-01

City of La Marque, Texas Parks Master Plan

ADDENDUM #1

Page 5, Evaluation and Selection Criteria amended to adjust point ratings on Items 1 and 2 below; Item 4 was deleted. The following replaces pages 5 and 6 of RFP #20-01.

Acknowledgement of Addendum #1 must be submitted with proposal for consideration.

Evaluation and Selection Criteria

City of La Marque will review all proposals submitted. The City, in its discretion, may award the contract to the responsible and responsive proposer submitting the proposal which is deemed to be the most advantageous to the City, price and other factors being considered. The following are the evaluation criteria the City will consider in determining which proposal is most advantageous:

1. Project Understanding and Approach - 40 points
Successful proposers will demonstrate an understanding of the magnitude of the task, the constraints, and desired outcomes for the project.
2. Similar Experience - 30 points
Successful proposers will have experience completing similar projects which should be demonstrated by providing case studies (of no more than two pages each) describing three projects that best match the scope and desired outcomes for this project. Each case study should highlight similarities to the proposed City of La Marque project. For each case study, a reference and contact information should be provided. The City may request samples of the comparative works during the proposal review process.
3. Project Personnel - 30 points
Successful proposers will provide information on personnel to be assigned to this project. Personnel should have experience from similar projects and/or fields necessary to complete the proposed scope of work.

INQUIRIES AND CORRECTIONS

All inquiries relating to this request shall be addressed in writing to:

City of La Marque
Attn: Charlene Warren, Assistant to City Manager
1111 Bayou Road
La Marque, Texas 77568
Phone: 409-938-9225
Email: c.warren@cityoflamarque.org

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CITY COUNCIL AGENDA FORM

Meeting Date: January 13, 2020

Prepared by: Charlene Warren/
Charles Jackson

Agenda item: 6a

Reviewed by: Charlene Warren/
Charles Jackson

Department: Administration

AGENDA ITEM DESCRIPTION: Discussion relating to proposed municipal complex



ATTACHMENTS FOR REFERENCE

None

STAFF BRIEFING:

- At the December 16, 2019 Special Called City Council meeting, Mayor Pro-Tem Bell requested discussions begin regarding a proposed municipal complex, to include a police department, municipal court, and city hall

HISTORY: N/A

TARGET IMPLEMENTATION: To be determined based on Council's direction

SIGNIFICANT ACTION DATES: N/A

ACTION:

- | | |
|--|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Other - Discussion | |
| ☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | |

Cost Details:

Budgeted	
Actual Bid	
Estimated Expenditure	
Acct. Name(s)	
Line Item #	
Other Funding	

STAFF'S RECOMMENDATION: To be determined based on Council's direction

FISCAL IMPACT: Unknown



CITY COUNCIL AGENDA FORM

Meeting Date: January 13, 2020

Prepared by: Charlene Warren/
Charles Jackson

Department: Administration

Agenda item: 6b

Reviewed by: Charlene Warren/
Charles Jackson

AGENDA ITEM DESCRIPTION: Discussion relating to establishment of a City of La Marque Teen Court

☒ X

ATTACHMENTS FOR REFERENCE

1. Draft Teen Court document

STAFF BRIEFING:

- The purpose of Teen Court is to hold youth offenders accountable for their actions and to assist them in making better life choices through relevant sentencing options
- Sentences are individually tailored to each case and may include apologies, community service, special projects or one or more of Teen Court's unique classes
- An important part of each sentence is jury duty, which gives the defendant the opportunity to help determine another teen's sentence, reinforcing the principles of restorative justice, acknowledging the harm caused, accepting responsibility and repairing the harm to the victim and the community
- More detailed information is available in the draft Teen Court document attached

HISTORY: N/A

TARGET IMPLEMENTATION: To be determined based on Council's direction

SIGNIFICANT ACTION DATES: N/A

ACTION:

- | | |
|--|---|
| ☐ Ordinance | ☐ Resolution |
| ☐ Special Presentation | ☐ Proclamation |
| ☐ Finance Report | ☐ Public Hearing |
| ☒ Other - Discussion | |
| ☒ Mark if this item does not conflict with any Resolution, Ordinance or City Charter, policies, procedures | |

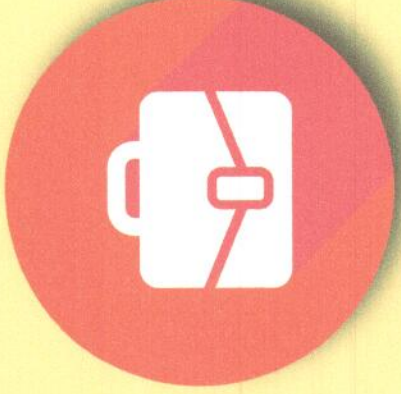
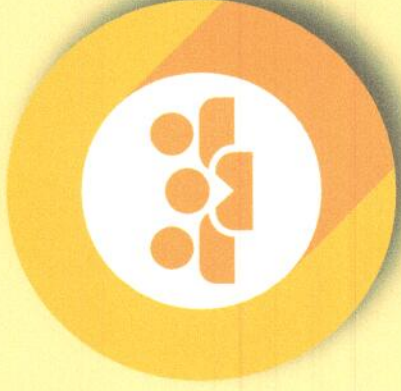
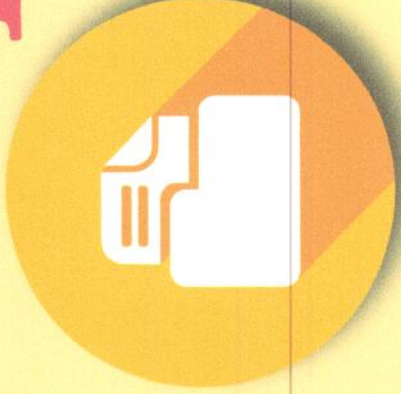
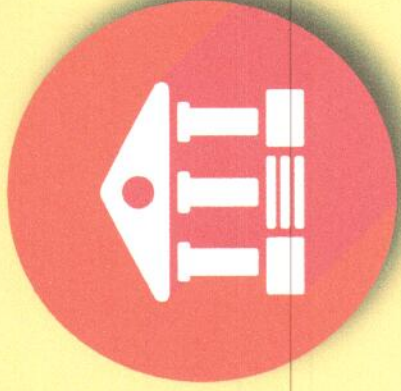
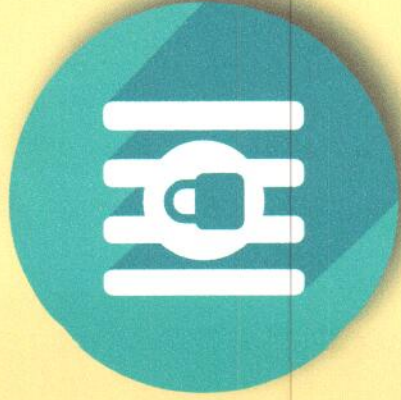
Cost Details:

Budgeted	
Actual Bid	
Estimated Expenditure	
Acct. Name(s)	
Line Item #	
Other Funding	

STAFF'S RECOMMENDATION: To be determined based on Council's direction

FISCAL IMPACT: Unknown

La Marque



Teen Court

Objective: The purpose of Teen Court is to hold youth offenders accountable for their actions and to assist them in making better life choices through relevant sentencing options.

Overview: Sentences are individually tailored to each case, and may include **apologies, community service, special projects** or one or more of Teen Court's unique classes. Those classes may include **Community Impact Panels**, where shoplifters meet store managers, police officers and loss prevention specialists who explain how shoplifting impacts the community and retail employees. Or **Straight Talk**, where a former prisoner talks about the power of all the little choices made every day to determine life's direction. A police officer volunteers to at Alcohol/Drug Awareness program (**ADAPT**), an interactive discussion with teens charged with alcohol or drug offenses about the effects of prolonged abuse on their futures. Another officer runs the **M*Power** mentoring program for young men in need of positive male role models. An important part of each sentence is **jury duty**, which gives the defendant the opportunity to help determine another teen's sentence, again reinforcing the **principles of Restorative Justice**: acknowledging the harm caused, accepting responsibility and repairing the harm to the victim and the community.

Peer Panel

Younger defendants and those who have committed lesser offenses are reviewed by a peer panel comprised of trained teen volunteers. Panel members conduct separate interviews of defendants and at least one parent or guardian in order to determine appropriate sentencing options. The defendant and the parent(s) are given the opportunity to discuss any family problems, financial concerns, behavioral issues or other mitigating circumstances that might affect the panel's decision on a sentence. Peer Panels are held on Tuesdays at 3:30 p.m.

Trial

Cases involving older defendants or those who have committed more serious crimes are processed in formal court proceedings presided over by a District, County, or Municipal Court judge/magistrate. Experienced and trained teen volunteers serve as bailiffs, and prosecuting and defense attorneys (under the supervision of adult lawyers who act as their mentor attorneys). Defendants must take the stand in their own defense in front of the court. Sentences are then deliberated by a jury comprised of former defendants. Trials are held at 5:30 p.m. on Tuesdays.

Restorative Mediation

These proceedings provide an opportunity for those most affected by a crime (i.e. the victims, the community, and the offender) to be directly involved in the restorative justice process. Defendants, their victims, a trained Teen Court restorative mediator and, if needed, members of the community (such as firefighters, student resource officers, teachers, etc.) meet face-to-face to discuss the impact of the defendant's offense and develop a plan for repairing the harm that was done. Both the victim and defendant must agree to participate in the process, and the defendant must be willing to abide by the decisions made during the mediation.

Sentencing

Teen Court hosts a wide array of classes designed to address specific issues that many defendants experience. In addition to classes hosted by Teen Court at the Municipal Courthouse, Teen Court also offers referrals to outside programs hosted by other organizations in Colorado Springs. Each class is assigned to a defendant based on their specific offense and pattern of behavior. These classes aim to help the defendant take accountability for their actions and modify the direction in which their life is progressing.

The classes will be hosted by Teen Court are held at the Municipal Courtroom. Teen Court staff will give date, time, and fee information to the defendant and his/her parent/guardian at the conclusion of the sentencing hearing at out-processing. Classes hosted through referral agencies must be contacted by the defendant within one week of the sentencing hearing. Dates, times, and fees are explained through each respective agency.

Once the defendant has been sentenced at his/her hearing, the defendant and parent will meet with a staff person in out-processing. In out-processing, the staff member will go over all court documents, schedule all classes, and discuss any questions.

Defendants are required to complete their sentences THREE MONTHS from the day of their sentencing hearings (Peer Panel, Trial, or Mediation).

Community Service

As a part of your sentencing, you will be required to perform community service. The following information contains suggestions for places to perform your community service. Please understand that community service organization on this list may not allow you to volunteer with them due to limited space, offense exclusions, or age exclusions. You are responsible for arranging your community service. Discuss the location with your parents.

- Teen Court will not accept any community service completed prior to the day of your sentencing hearing (Peer Panel or Trial)
- Choose a NONPROFIT ORGANIZATION that interests you
- Be respectful of the agency that is allowing you the privilege of completing your community service
- Agencies offering public service to juveniles 18 years of age or under MAY require parents to appear with the juvenile
- Call the agency to register before going in person
- It is your responsibility to find a nonprofit organization to complete your hours
- Teen Court does not guarantee that these locations will be able to provide you with all the hours you are sentenced to complete
- Teen Court does not accept online community service

If you need a list of community services organizations, please look under the defendant tab, and go to downloads. The file is called "Community Service Guidelines and Suggestions."

ADAPT (Alcohol and Drug Awareness Panel for Teens)

The Alcohol/Drug Awareness Panel will consist of a trained restorative facilitator, a police officer from the Colorado Springs Police Department, and a licensed psychologist. The participants will share their individual experiences or stories and discuss just how serious it can be to have drug/alcohol charges on their records. They will also discuss the physical and mental behaviors resulting from drug/alcohol usage.

The goals of the alcohol/drug panels are to:

- Help offenders understand the impact of their crimes on victims and communities.
- Provide community members with a structured, positive outlet to share their personal experiences and to educate offenders about the physical, emotional, and financial consequences of crime.
- Humanize the effects of prolonged alcohol or drug use on one's personal and professional future. This may in turn help offenders develop respect and accountability for their actions.
- Create an understanding of the physical/mental behaviors and the changes that come with drug and alcohol use.

Attendees will be expected to participate in the two time, two-hour class by engaging in a dialogue with both the panel members and the facilitator and answering a series of written questions relating to the experience

Community Impact Panels

Community Impact Panels provide a forum for community members to discuss with juvenile offenders the impact that shoplifting has on their lives and on their businesses.

The panels will consist of a trained facilitator, Teen Court volunteers, loss prevention representatives, and members of the community (store owners, store managers or representatives etc.). Panel members will share their individual experiences or stories.

The goals of Community Impact Panels are to:

- Help offenders understand the impact of their crimes on victims and communities.
- Provide community members with a structured, positive outlet to share their personal experiences and to educate offenders about the physical, emotional, and financial consequences of crime.
- Humanize the impact of criminal behavior for offenders, and teach them the short and long-term effects of crime on real people. This may in turn help them develop respect and accountability for their actions.
- Attendees will be expected to participate in the two-hour class by having a dialogue with both the panel members and the facilitator and answering a series of written questions relating to the experience

- ## Drug/Alcohol Testing (UAs)

- It is the responsibility of the defendant to call and schedule drug testing/evaluations/urinary analysis (UAs). **Defendants sentenced to complete drug/alcohol screenings are required to complete random UAs during the three months they have to complete their sentence.**
- Teen Court has a strict policy regarding drug evaluations. ***ALL UAs MUST BE CLEAN (NEGATIVE), AND RESULTS OF ALL UAs MUST BE SENT TO TEEN COURT.*** If 2 UAs are MISSED, it will count as a POSITIVE UA. A dilute UA is considered a POSITIVE UA. If a defendant receives a 2nd POSITIVE UA, further sentencing **will be imposed**. If a defendant acquires 3 POSITIVE UAs, they will FAIL the Teen Court program and will be sent back to Municipal Court for further proceedings. Pre-adjudication cases would be returned to their school for further proceedings

M*Power

M*Power is a two session class. The first session is presented by a police officer who has a passion for helping at-risk male teenagers 10 and 14 to change their behaviour. This officer had a rough childhood and wants male teenagers to have a good role model who can relate to the current issues that many deal with in life.

The second session is presented by a former convict that has a passion to help at-risk teens change their behaviour by helping them realize what life is like – both in jail and after being released from prison or a youth detention facility.

The panel covers a variety of topics including:

- Thinking errors
- Decision making and goal setting
- Anger management/violence
- Gang prevention
- Healthy relationships
- Choices

M*Power is a dialogue between the officer or former convict and the panel of offenders. Attendees will be expected to participate in the two session class and answer a series of written questions relating to the experience.

Apology Letters

Defendants required to complete apology letters must provide a copy of the original letter to Teen Court as proof of completion.

- If the apology letter is to a store/business, it will be forwarded to the appropriate address after Teen Court receives a copy.
- If the apology letter is to a victim, it will also be forwarded to the appropriate person(s) after Teen Court receives a copy (depending on the case).
- If the apology letter is to a parent or family member, the original document will be given to the parent/family, and Teen Court will keep a copy of the letter.
- If an apology letter is deemed unacceptable by the Teen Court staff due to lack of effort and/or plagiarism, the defendant's parent will be contacted and the defendant will be required to rewrite a new apology letter with additionally imposed requirements.

Essays

Defendants sentenced to complete an essay will be given a specific topic and page length. The topic of the essay is meant to benefit the defendant. The goal of writing the essay is not so much the length of it, but rather the opportunity for the defendant to reflect on what he/she has done and learn from it. Essays must be completed according to the requirements given at the defendant's sentencing hearing (Peer Panel, Trial, or Mediation).

- Essays may be handwritten or typed. **They must be legible and must include the defendant's full name.**
- If typed: must have 12-point font with 1-inch margins (similar to school assignments). If handwritten: must be normal size writing, full lines, and complete pages. Each page must be written or typed the full length of the page (*one full page plus one word/sentence on the second page does NOT count as two full pages*).

- Essays must be in the defendant's original words and not copied from any person or online source. Each essay is checked for plagiarism through an online program that scans the internet. If it is discovered that an essay or a portion of an essay has been plagiarized, staff will contact the defendant's parent and further sentencing will be imposed.