CITY OF LA MARQUE
CITY COUNCIL
REGULAR AGENDA
of
JULY 10, 2023

Notice is hereby given that the City Council of the City of La Marque, Texas will conduct a **Regular Meeting** on **July 10, 2023**, beginning at **6:00 PM** in the **Council Chambers** at **1109-B Bayou Road La Marque, Texas as well as via videoconference hosted through Zoom (https://cityoflamarque-org.zoomgov.com/j/1618808925 ).** In accordance with Section 551.127(b) of the Texas Local Government Code the presiding officer and a quorum of the La Marque City Council intend to be and will be physically present at 1109-B Bayou Road, La Marque, Texas. This location will be open to the public and the meeting will be broadcast at this location, on Channel 16, and via YouTube (https://www.youtube.com/watch?v=L6G8ypjyEDo).

The Council will meet for the purpose of considering the following agenda:

1. CALL MEETING TO ORDER

2. ROLL CALL

3. INVOCATION AND PLEDGE OF ALLEGIANCE

4. PRESENTATIONS

4.I. Chosen Ones Outreach Ministries

Documents:

BROCHURE.PDF

5. CITIZENS PARTICIPATION

**LIMITED TO THREE MINUTES PER PERSON**

Comments from the public will be heard at this time. Any person with city-related business who has signed up may speak to Council (limited to three (3) minutes). If wishing to speak give the Mayor or presiding officer your full legal name and the item you wish to speak about. 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. *Press *6 to mute or unmute if you are participating by telephone, press the unmute button if attending via zoom on a smartphone, tablet or computer, or stand if* attending in person, and the mayor will call on you in turn.

6. MINUTES

- Regular City Council Minutes of June 26, 2023
- Regular City Council Minutes of June 12, 2023

Documents:

DRAFT 06.26.2023 MINUTES.PDF
DRAFT 06.12.2023 MINUTES.PDF

7. ORDINANCES

Discussion/ possible action regarding approving:

7.I. Ordinance No. O-2023-0005

Establishing and implementing a program to charge mitigation rates for the deployment of emergency and non-emergency services by the fire department for services provided/rendered for the City of La Marque Fire Department

Documents:

AGENDA FORM- FIRE BILLING CONTRACT EMERGIFIRE.PDF
2023 FIRE BILLING ORDINANCE.PDF
LA MARQUE EMERGIFIRE ADDENDUM C.PDF
EMERGIFIRE- EMAIL HANDOUT.PDF

7.II. Ordinance No. O-2023-0006

Issuing a Conditional Use Permit for Hunt Energy Network Battery Storage Facility (Galveston County Property ID# 363493)

Documents:

ORDINANCE- CUP HUNT ENERGY.PDF
HUNT ENERGY NETWORK - CONDITIONAL USE APPLICATION.PDF
BATTERY GCAD LIST OF 200FT PROPERTY OWNERS NAMES AND ADDRESSES COPY OF PID363493_REPORT.PDF
BATTERY STORAGE GCAD MAP OF 200 FT PROPERTIES PID363493.PDF

8. RESOLUTIONS

*Unless otherwise specified, the City Manager is authorized to execute all necessary documents upon final approval by the City Attorney.*

8.I. Resolution No. R-2023-0042

Rejecting all bids for lease or purchase of city property for the redevelopment of city property

Documents:

RESOLUTION - 22-03 REJECTION.PDF

8.II. Resolution No. R-2023-0043

Authorizing a blower replacement at the Wastewater Treatment Plant

Documents:

AGENDA FORM- NEW BLOWER AT WWTP.PDF
RESOLUTION - WWTP BLOWER.PDF
ATLAS COPCO ZB5 MCP INTEGRATION PROPOSAL.PDF
CITY OF LA MARQUE ZB5 AIRPLAN.PDF
ADICO LETTER OF RECOMMENDATION - AIR PLAN.PDF

8.III. Resolution No. R-2023-0044

Authorizing a Memorandum of Understanding with United Way Galveston County Mainland

Documents:

RESOLUTION - UNITED WAY MOU.PDF
MOU-UWGCM_CITY OF LA MARQUE.PDF

8.IV. Resolution No. R-2023-0045

Authorizing a Memorandum of Understanding (MOU) with The Advocacy Center for Children of Galveston County.

Documents:

AGENDA FORM - ADVOCACY CENTER FOR CHILDREN OF GALVESTON COUNTY MOU.PDF
RESOLUTION - ADVOCACY CENTER MOU.PDF
2023 MOU - ADVOCACY CENTER.PDF
2023 WORKING PROTOCOL-GALVESTON COUNTY.PDF

8.V. Resolution No. R-2023-0046

Authorizing a Memorandum of Understanding (MOU) with Clean Coast Texas

Documents:

RESOLUTION - CLEAN COAST MOU.PDF
LAMARQUE_CLEANCOASTTEXAS.PDF

8.VI. Resolution No. R-2023-0047

Authorizing a Memorandum of Understanding (MOU) with The Chosen Ones Outreach Ministries of Galveston, Inc.

Documents:

AGENDA FORM - CHOSEN ONES MOU.PDF
RESOLUTION - CHOSEN ONES.PDF

8.VII. Resolution No. R-2023-0048

Requesting preventative tree trimming around utility lines

Documents:

RESOLUTION - TREE TRIMMING.PDF

9. CITY MANAGER REPORT

*a submitted report to update Council and Community on the standard operations of the City, report can be acknowledged as whole or discussed at the pleasure of Council.*

10. NEW BUSINESS

*Items presented to the Council for discussion and possible action:*

10.I. Budget Workshop Dates

Approving Budget Workshop dates: July 24, July 25, July 27, July 31, and August 1

10.II. Request For Proposal

Authorizing the issuance of a Request for Proposal for Planning and Management Professional Services

Documents:

RCP-PROGRAM-OVERVIEW.PDF
2.- CDBG-MIT RCP RFP AD.PDF
3. CDBG-MIT RCP RFP PACKET.PDF
1.- CDBG-MIT RCP RFP PROCUREMENT GUIDANCE.PDF
CDBG-MIT-ELIGIBLE-MID-COUNTIES-AND-ZIP-CODES.PDF

10.III. Wastewater Discharge Agreement

Discussion/ provide direction regrading a potential Wastewater Discharge Agreement with Republic Services, with a 90-day trial period to ensure operational compliance with the City's Wastewater Discharge Permit

Documents:

AGENDA FORM- REPUBLIC SERVICES WW AGREEMENT.PDF
SERVICE AGREEMENT- POTW- LEACHATE- COUNTY.PDF
RE_ DISCHARGE FROM LANDFILL.PDF

10.IV. Items For The Good Of The Order

*Additional items to bring awareness to Council and the Community as well as future agenda item requests are accepted at this time.*

10.V. Upcoming Events

City Events and Important Dates for Community Awareness

11. EXECUTIVE SESSION

*The City Council for the City of La Marque, Texas reserves the right to adjourn into executive session at any time during this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code Section 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.087 (Economic Development)*

12. ACTIONS TAKEN FROM EXECUTIVE SESSION

13. ADJOURNMENT

**CERTIFICATION:**

I hereby certify that the above notice of meeting was posted at 1109-B Bayou Road, La Marque, Texas on July 7, 2023 at 12:45 P.M.

Kierra K. Nance, TRMC

City Clerk

The Chosen Ones Outreach Ministries of Galveston, Inc., is one of the lead agencies in The Gulf Coast Region that is in partnership with The American Red Cross. Our services is to the following counties with satellite offices in several of these counties:

Brazoria
Calhoun
Colorado
DeWitt
Galveston
Goliad
Jefferson
Lavaca
Matagorda
Victoria
Waller
Wharton

## *Community Partners*

The American Red Cross

D & D Investments

Houston Food Bank

Samaritan Women At The Well

MET Fatherhood Program

Gulf Coast Attainable Housing Foundation

Galveston County Apartment Association

Gulf Coast Homeless Coalition

HUD Coordinated Access Network


**On A Mission From God!**

# DO YOU NEED HELP WITH
# PERMANENT HOUSING
# BACK RENT
# BACK MORTGAGE PAYMENT
# OVERDUE PROPERTY TAXES
# OVERDUE PROPERTY INSURANCE
# EVICTION NOTICE
# UTILITY ASSISTANCE?


**The Chosen Ones Outreach Enrichment Center Is here for you!**

**We offer a number of services to help you in those difficult times.**

**Call us and see how we can help.**

**409-229-1394**
**For Spanish Call**
**409-934-3587**

## About Our Services

We are a faith based, non profit 501(c)3 organization. Our services are to the disadvantaged and includes feeding the homeless, veterans, seniors, families and families with children; providing clothes, a snack program, an outreach program that assist in securing housing, health care, education, as well as, we deliver food to shut-ins, seniors, veterans, MH/MR, HIV, Post Aids, Drugs and Alcohol, and prison bound, consumers. While providing these basic services, we educate and empower our consumers to help themselves, so they are able to survive and thrive within their communities.

The Chosen Ones Outreach Ministries of Galveston, Inc. offers the following services:

- Back Mortgage Payments
- Back Rent Payments
- Back Utility Payments
- Overdue Property Taxes
- Overdue Property Insurance
- Disaster Services
- Security Deposits
- Job Training
- Job Referrals
- Emergency Food Pantry
- Senior Boxes

We also offer assistance in the following areas:

- Education
  - ⇒ Helping to Improve access to quality affordable childcare and early learning opportunities
  - ⇒ Creating opportunities for children to excel in school
  - ⇒ Providing after school and mentoring programs for at-risk youth
  - ⇒ Creating programs that address school readiness (pre K - 12) regardless of social economic conditions
  - ⇒ Creating programs that address work force development and training for at-risk youth
- Income
  - ⇒ Helping individuals achieve financial stability through education
  - ⇒ Helping working individuals obtain job training and family sustaining wages families.
- Health
  - ⇒ Increasing access to affordable housing for individuals and
  - ⇒ Increasing access to critical health care services
  - ⇒ Reduce substance abuse, child abuse and domestic violence
  - ⇒ Increasing health education
  - ⇒ Increasing access to preventive health care
  - ⇒ Providing programs that address strengthening children and families through family involvement
  - ⇒ Access to affordable health care and health care programs that include counseling, mental health, health education, etc.
- Basic Needs
  - ⇒ Assist clients with Rental Assistance
  - ⇒ Assist clients with Utilities; Gas, Electric, Water and sewage
  - ⇒ Offer programs that address immediate crisis and access to a safe and stable environment.

For more information or to make an appointment call
409-229-1394
For Spanish
409-934-3587
www.comgalveston.com

**CITY OF LA MARQUE**
**CITY COUNCIL**
**REGULAR MINUTES**
**of**
**JUNE 26, 2023**

Minutes of a **Regular Meeting** held in the **Council Chambers** at **1109-B Bayou Road La Marque, Texas as well as via videoconference hosted through Zoom** on **June 26, 2023**, beginning at **6:00 PM :**



6/26/2023 - Minutes

1. CALL MEETING TO ORDER

   Mayor Bell called the meeting to order at 6:01 p.m.

2. ROLL CALL

   All members of Council were present with Councilmember Carlson arriving at 6:11 p.m. appearing virtually from 208 Washington St Mosier, Oregon.

3. INVOCATION AND PLEDGE OF ALLEGIANCE

   Roshard Glover of Neighborhood Missionary Baptist Church gave the invocation and Councilmember Ross led the pledge.

4. PRESENTATIONS

   Members of the Parks Board and Public Works Parks Division accepted a proclamation to celebrate Parks Month.

5. CITIZENS PARTICIPATION

   - Joseph Lowry (2503 Cedar) spoke, requesting that "Mr. Compian and Mr. Ross" look into what he assumes is fraud regarding Public Information Requests.
   - Robert Micetich (24 N Curlew) spoke requesting updated debt information, the social media conduct of Councilmember Carlson, the inaction of the City Council regarding his actions, and a contract regarding financial assistance signed by the Finance Director.
   - John Brady (1115 Volney St) spoke regarding the road at Volney. He was told that the road was repaired, and that is not accurate. He also spoke regarding mowing ditches.

6. PUBLIC HEARINGS

   ***Mayor Bell recessed the Regular Meeting and entered the Public Hearing at 6:21 p.m.*

   6.I. Ordinance No. O-2023-0004

   - Robert Michetich (24 N Curlew) spoke regarding five entries of $100,000, each labeled as professional services, overall sitting that there is not enough detail in these reports.

7. ORDINANCES

***Mayor Bell closed the Public Hearing and reconvened the Regular Meeting at 6:24 p.m.*

7.I. Ordinance No. O-2023-0004

Councilmember Yancy made a motion to adopt Ordinance No. O-2023-0004. Councilmember Carlson seconded the motion.

Councilmember Carlson spoke to address the concerns raised in the public hearing. He stated that a column in the document explains the reasoning for the transfers.

Mayor Pro Tem Carlson spoke regarding his concerns about where these allocations are coming from as he is unclear as to if this was taken from "reserves." He feels that there is should be a hard stop on when items were able to be associated with each fiscal year. A discussion began regarding grant funding.

Councilmember Yancy stated that the issue the public is having is that the process isn't very clear. She requested clarity in the future so the public could follow along more easily.

In response to the discussion, Mayor Bell asked City Manager, in the absence of Finance Director Kou, to briefly explain some of the differences between nonprofit, for-profit, and governmental finance. City Manager Garcia shared that each system has its own cut-off date. In this scenario, the City has approximately 9 months to close the budget.

Mayor Pro Tem shared that he is uncomfortable and would like to see these events take place sooner in the year.

Councilmember Ross spoke, stating he understands the process from his history in military service, but also agreeing that the shorter time frame and further clarity would be received better.

Mayor Bell questioned the need to act on this item tonight. Accountant Quencelia Goins spoke stating that delaying action could have adverse effects on the financial audit, however she could not verify what if any effects would occur without speaking to the finance director.

**MOTION CARRIED 4 AYES AND 1 NAY (COMPIAN).**

8. RESOLUTIONS

8.I. Resolution No. R-2023-0041

Director Sailler said that the General Land Office requires that due to the amounts received, the Council reject all bids so that the project can be rebid in the future.

Mayor Pro Tem Compian questioned what happens if the rebid produces higher bids. Director Sailler spoke, acknowledging there is some risk of receiving higher bids; however, the project has been restructured to where that is not likely.

Mayor Pro Tem Compian made a motion to adopt Resolution No. R-2023-0041. Councilmember Ross seconded the motion. **MOTION CARRIED UNANIMOUSLY.**

9. CITY MANAGER REPORT

Stood as submitted.

10. NEW BUSINESS

10.I. Items For The Good Of The Order

Councilmember James Ross thanked the Parks Board for asking him to come out to their Fishing and Kayaking event to cook hotdogs, he also announced that the VFW raised over $6500 at their event the previous Saturday, thanking a host of partners and community members for their contributions at the event. He also reminded the community of the Life & Liberty Celebration at Highland Bayou Park on July 1.

Councilmember Yancy just asked everyone to look out for each other and take precautions through the heat wave we are experiencing.

Mayor Pro Tem Compian reminded the community to watch out for fireworks and of the fireworks ban in the city. He announced a cooling center at the old Hitchcock High School Auditorium. He once again reaffirmed that he is grateful to live in this community.

Mayor Bell also spoke, encouraging everyone to participate at the Life and Liberty Celebration on Saturday, July 1st. He congratulated City Manager Garcia on graduating from the Certified Public Management program. He also congratulated Councilmember Ross for "hitting the ground running" and the efforts he has made in his district and the community.

City Manager Garcia spoke in conjunction with Public Works Director Sailler regarding previous issues with water pressure, whereas there was not a boil water notice, as that is required once the psi drops to below 25. The pressure overall was between 30 and 35. For comparison, the city's usual psi is 50 to 55. This is in reference to larger infrastructure concerns that are consistently being addressed. he also spoke to the issue at Volney that was mentioned earlier in the meeting and said that discussions are being held to best remedy this situation, but some relief is forthcoming.

11. EXECUTIVE SESSION

There was no executive session.

12. ACTIONS TAKEN FROM EXECUTIVE SESSION

No action was taken.

13. ADJOURNMENT

Councilmember Yancy made a motion to adjourn. Councilmember Ross seconded the motion. **MOTION CARRIED UNANIMOUSLY.**

***Meeting was adjourned at 7:08 p.m.*

Keith Bell

Mayor

Kierra K. Nance, TRMC

City Clerk

**CITY OF LA MARQUE**
**CITY COUNCIL**
**REGULAR MINUTES**
**of**
**June 12, 2023**

Minutes of a **Regular Meeting** held in the **Council Chambers** at **1109-B Bayou Road La Marque, Texas as well as via videoconference hosted through Zoom** on **June 12, 2023**, beginning at **6:00 PM :**

6/12/2023 - Minutes

1. CALL MEETING TO ORDER

   Mayor Bell called the meeting to order at 6:03 p.m.

2. ROLL CALL

   All members of the Council were present, with Councilmember Carlson arriving virtually at 6:05 p.m. from . 208 Washington St. Mosier, Oregon.

3. INVOCATION AND PLEDGE OF ALLEGIANCE

   Mayor Bell gave the invocation, and Councilmember Ross led the pledge of allegiance.

4. PRESENTATIONS

   Mayor Bell, with the assistance of Councilwoman Yancy, presented the family of Mr. Alexander Pratt with a proclamation honoring his life and legacy.

   Vera Gary of the 1867 Settlement received the Juneteenth Proclamation.

   Kerry Chandler, a local member of the LGBT+ community, received the annual Pride Proclamation.

   Councilwoman Yancy received a proclamation for her hard work and dedication to the Stop the Violence initiative.

   City Manager Garcia introduced the 2023 Summer Internship Class.

5. CITIZENS PARTICIPATION

   - Re'Chard Loftis (309 Johnson) spoke regarding a budget request for Code Enforcement and Public Works. He believes that both departments really need bodies and dollars, meaning more people and more money in their pockets. We are losing good people.
   - Robert Michetich (24 N Curlew) spoke regarding the recall for Councilmember Carlson, asking that he step down.

6. MINUTES

Councilmember Carlson made a motion to approve. Councilmember Ross seconded the motion.

Mayor Pro Tem requested that an addition be made to the Retreat minutes to state that a special commitment to budget priorities was made, especially regarding the upcoming budget workshops. He also requested that an amendment be made that states that the Council agreed upon "the values that we uphold especially respectful disagreement in the community value the diversity in La Marque and pledge cooperation, trust, and mutual respect at the heart of all we do." The Council strives to find itself in win-win situations instead of win-lose scenarios.

Councilmember Carlson made a motion to approve the minutes with Mayor Pro Tem's addition of comments to the Retreat minutes. Mayor Pro Tem Compian seconded the motion. **MOTION CARRIED UNANIMOUSLY.**

7. PUBLIC HEARINGS

***Mayor Bell recessed the Regular Meeting and entered into Public Hearing at 6:38 p.m.*

7.I. Ordinance No. O-2023-0004

Re'Chard Loftis (309 Johnson) spoke requesting clarity on what is being amended. It was clarified that this ordinance is to identify any anomalies that happened throughout the year.

8. ORDINANCES

***Mayor Bell closed the Public Hearing and reconvened the Regular Meeting at 6:40 p.m.*

8.I. Ordinance No. O-2023-0004

Mayor Pro Tem Compian made a motion to adopt Ordinance No. O-2023-0004 with the amended Attachment A. Councilmember Carlson seconded the motion.

After a brief discussion with the City Attorney it was determined that an additional Public Hearing would be required due to the substantial nature of the amendment. **MOTION CARRIED UNANIMOUSLY.**

9. RESOLUTIONS

9.I. Resolution No. R-2023-0036

Councilmember Carlson made a motion to adopt Resolution No. R-2023-0036. Councilmember Ross seconded the motion.

Discussions regarding the timing of the election ensued, to be clarified that the dates were established in line with both the City Charter and Election Code. Deviations from these requirements would render the election results void per the Election Code.

**MOTION CARRIED UNANIMOUSLY.**

9.II. Resolution No. R-2023-0037

Mayor Pro Tem Compian made a motion to adopt Resolution No. R-2023-0037. Councilmember Yancy seconded the motion. **MOTION CARRIED UNANIMOUSLY.**

9.III. Resolution No. R-2023-0038

Discussions with Thomas Ault of Hunt Energy Network regarding the purpose of the battery plant, community benefits, and implications of system failure.

Mayor Pro Tem Compian made a motion to table. Councilmember Ross seconded. **MOTION CARRIED UNANIMOUSLY.**

9.IV. Resolution No. R-2023-0039

Councilmember Carlson made a motion to adopt Resolution No. R-2023-0039. Councilmember Ross seconded. **MOTION PASSED UNANIMOUSLY.**

9.V. Resolution No. R-2023-0040

Councilmember Yancy made a motion to adopt Resolution No. R-2023-0040. Councilmember Ross seconded. **MOTION PASSED UNANIMOUSLY.**

10. CITY MANAGER REPORT

Stood as submitted.

11. NEW BUSINESS

11.I. Request For Proposal

Councilmember Yancy made a motion to authorize the publication of a Request for Proposal for Disaster and/or Storm Recovery Services and amend the closing date to June 28, 2023. Councilmember Ross seconded. **MOTION CARRIED UNANIMOUSLY.**

11.II. Request For Proposal

Councilmember Yancy made a motion to authorize the publication of a Request for Proposal for Disaster Debris Monitoring and Consulting Services and amend the closing date to June 28, 2023. Mayor Pro Tem Compian seconded. **MOTION CARRIED UNANIMOUSLY.**

11.III. Upcoming Events

No action was taken on this item.

11.IV. Items For The Good Of The Order

Councilmember Ross thanked staff for Juneteenth event and shared that he will be working with the City Manager to address issues with dumping in District D. He has been hearing lots of complaints about the chicken ordinance and requested that clarification be made to the public. He looks forward to a District D Cleanup hosted by Mandalyn Salazar on the first Saturday of the month.

Councilmember Yancy thanked staff and the community for an amazing Juneteenth Gala and requested a committee of half staff and half community for next year. She wished everyone a happy Juneteenth Season and encouraged citizens to be intentional this season as they celebrate Galveston County's history. She looked forward to the next edition of Inside La Marque, July 1st Event, and also the Soul Food festival being held on the same day. She encouraged the community to practice water safety. She requested a discussion relating to Bobby Beach, a vacant building list, and a date for a workshop with the EDC.

Mayor Pro Tem Compian gave a brief recap of his time at the TDEM Conference. He also shared his enjoyment of the Juneteenth Gala and shared information with the community regarding the Texas

Homeowner's Assistance Program, which is available through Chosen One's Ministries.

Mayor BellwWelcomed this class of interns, congratulated the members of the La Marque Police Department who were recognized during the City Manager's Report, and again thanked staff for the Juneteenth Gala. he also wished a Happy Father's Day to all of the fathers in the community.

Councilmember Carlson thanked everyone on staff for their hard work.

City Manager Garcia apologized for any technical difficulties the community is having accessing Zoom links. The city is in the process of making adjustments to improve the user experience, but the meeting is available via youtube, and the correct link to the meeting is embedded into the agenda.

12. EXECUTIVE SESSION

***Mayor Bell recessed the Regular Meeting and entered into Executive Session at 7:39 p.m.*

12.I. Section 551.071 (Consultation With Attorney)

13. ACTIONS TAKEN FROM EXECUTIVE SESSION

***Mayor Bell closed the Executive Session and reconvened the Regular Meeting at 8:08 p.m.*

13.I. Section 551.071 (Consultation With Attorney)

No action was taken on this item.

14. ADJOURNMENT

Councilmember Carlson made a motion to adjourn. Councilmember Ross seconded. **MOTION CARRIED UNANIMOUSLY.**

***Meeting was adjourned at 8:09 p.m.*

Keith Bell

Mayor

Kierra K. Nance, TRMC

City Clerk

# CITY COUNCIL AGENDA FORM

| | | | |
|---|---|---|---|
| Meeting Date: | July 10, 2023 | Agenda item: | |
| Prepared by: | David Merryman | Reviewed by: | |
| Department: | FIRE Department | | |

**AGENDA ITEM DESCRIPTION:**
Discussion possible action relating to authorizing the execution of a contract for Fire Services Billing and Collections with Emergifire LLC.

X

**ATTACHMENTS FOR REFERENCE**
1. Contract attached for reference.
2. Fire Billing ordinance
3. Emergifire Billing Brochure

**STAFF BRIEFING:**
The La Marque Fire department has not charged for fir any of its fire services since Revenue Rescue ceased operations in 2015. To move to more to user-based fees as directed and lessen the taxpayer's burden. This service will help with that process.

**HISTORY:**
Emergifire LLC. Is a Texas based Fire billing and collections company that is subsidiary of Emergicon with 51 clients in Texas alone. They are the preferred provider for 7 southern region Fire departments. The Fire Division of billing was started 8 years ago.

**TARGET IMPLEMENTATION: August 1st, 2023**

**SIGNIFICANT ACTION DATES**: August.1st 2022 start live with Fire Billing Services

**ACTION:**

☐ Ordinance ☐ Resolution
☐ Special Presentation ☐ Proclamation
☐ Finance Report ☐ Public Hearing
☒ Other – Authorization to execute contract
☒ 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** | N/A |

**STAFF'S RECOMMENDATION:**
Authorize the staff to execute contract with Emergifire LLC for Fire Service billing.

**FISCAL IMPACT**: none at this time

**ORDINANCE NO. O-2023-00**

AN ORDINANCE OF THE CITY COUNCIL OF LA MARQUE, TEXAS ESTABLISHING AND IMPLEMENTING A PROGRAM TO CHARGE MITIGATION RATES FOR THE DEPLOYMENT OF EMERGENCY AND NON-EMERGENCY SERVICES BY THE FIRE DEPARTMENT FOR SERVICES PROVIDED/RENDERED FOR THE CITY OF LA MARQUE, TEXAS FIRE DEPARTMENT (THE "FIRE DEPARTMENT").

WHEREAS, the emergency and non-emergency services response activity to incidents continues to increase each year; Environmental Protection requirements involving equipment and training, and Homeland Security regulations involving equipment and training, creating additional demands on all operational aspects of the fire department services; and

WHEREAS, the Fire Department has investigated different methods to maintain a high level of quality of emergency and non-emergency service capability throughout times of constantly increasing service demands, where maintaining an effective response by the fire department decreases the costs of incidents to insurance carriers, businesses, and individuals through timely and effective management of emergency situations, saving lives and reducing property and environmental damage; and

WHEREAS, the City Council of the City of La Marque, Texas desires to implement a fair and equitable procedure by which to collect said mitigation rates and shall establish a billing system in accordance with applicable laws, regulations and guidelines.

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

SECTION 1: The Fire Department shall initiate mitigation rates for the delivery of emergency and non-emergency services by the Fire Department for personnel, supplies and equipment to the scene of emergency and non-emergency incidents as listed in "EXHIBIT A". The mitigation rates shall be based on actual costs of the services and that which is usual, customary and reasonable (UCR) as shown in "EXHIBIT A", which may include any services, personnel, supplies, and equipment and with baselines established by addendum to this document.

SECTION 2: A claim shall be filed to the responsible party(s) through their insurance carrier. In some circumstances, the responsible party(s) will be billed directly.

SECTION 3: The City Council of the City of La Marque, Texas may make rules or regulations and from time to time may amend, revoke, or add rules and regulations, not inconsistent with this Section, as they may deem necessary or expedient in respect to billing for these mitigation rates or the collection thereof.

SECTION 4: It is found and determined that all formal actions of this City Council concerning and relating to the adoption of this Ordinance were adopted in open meetings of this City Council, and that all deliberations of this City Council and any of its committees that resulted in such formal actions were in accordance with all legal requirements, and the Codified Ordinances of the City Council.

Section 5**:** It is hereby declared to be the intention of the City Council of the City of La Marque, Texas that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

SECTION 6: The Mitigation Rates lists in Exhibit A will increase by 1.5% annually or based on the annual percentage increase in the Consumer Price Index (CPI), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor, whichever is more. Rate adjustments will occur on the anniversary date of this ordinance/resolution to keep the fire department's cost recovery program in conformity with increasing operating expenses.

Section 7: This Ordinance is intended to be cumulative and shall not repeal any provision of a previous ordinance or City Code provision, except to the extent that a provision is inconsistent and cannot be reconciled with this ordinance.

Section 8: This Ordinance shall be effective on ____________________, 2023, after final passage by City Council, a public hearing in accordance with Section 2.19 of the City Charter, and publication of this ordinance or a caption that summarizes the purpose of this ordinance.

**PASSED AND APPROVED** by the City Council of the City of La Marque on First Reading this _____ day of ______________**, 2023**; and

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of La Marque on First Reading this _____ day of ______________, 2023.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of La Marque on Second and Final Reading this _____ day of ______________**, 2023**; and

**CITY OF LA MARQUE, TEXAS**

______________________________
Keith Bell, Mayor

**ATTEST:**

__________________________
Kierra Nance, TRMC, City Clerk

**APPROVED AS TO FORM:**

____________________________
Gus Knebel
Consulting City Attorney

**EXHIBIT A**

**MITIGATION RATES**

The mitigation rates below are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

**MOTOR VEHICLE INCIDENTS**

**Level 1 - $506.00**
Provide hazardous materials assessment and scene stabilization. This will be the most common "billing level". This occurs almost every time the fire department responds to an accident/incident.

**Level 2 - $576.00**
Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

**Level 3 - CAR FIRE - $704.00**
Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, TIC use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

**ADD-ON SERVICES:**

**Extrication - $1,520.00**
Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

**Creating a Landing Zone - $465.00**
Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

**Itemized Response:** You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

**ADDITIONAL TIME ON-SCENE**
Engine billed at $466 per hour.
Truck billed at $582 per hour.
Miscellaneous equipment billed at $341.

**HAZMAT**

**Level 1 - $816.00**
**Basic Response:** Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

**Level 2 - $2,913.00**
**Intermediate Response:** Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

**Level 3 - $6,875.00**
**Advanced Response:** Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour @ $336.00 per HAZMAT team**.

**ADDITIONAL TIME ON-SCENE** (for all levels of service)
Engine billed at $466 per hour.
Truck billed at $582 per hour.
Miscellaneous equipment billed at $341.

**FIRE INVESTIGATION**
**Fire Investigation Team - $321.00 per hour.**
**Includes:**

- Scene Safety
- Investigation
- Source Identification
- K-9/Arson Dog Unit
- Identification Equipment
- Mobile Detection Unit
- Fire Report

**The claim begins when the Fire Investigator responds to the incident and is billed for logged time only.**

**FIRES**
**Assignment - $466.00 per hour, per engine / $582.00 per hour, per truck**

**Includes:**

- Scene Safety
- Investigation
- Fire / Hazard Control

This will be the most common "billing level". This occurs almost every time the fire department responds to an incident.

**OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates.**

**Itemized, per person, at various pay levels and for itemized products use.**

**ILLEGAL FIRES**
**Assignment - $466.00 per hour, per engine / $582.00 per hour, per truck**
When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

**WATER INCIDENTS**

**Level 1**
**Basic Response:** Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common "billing level". This occurs almost every time the fire department responds to a water incident.

**Billed at $466 plus $58 per hour, per rescue person.**

**Level 2**
**Intermediate Response:** Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

**Billed at $932 plus $58 per hour, per rescue person.**

**Level 3**
**Advanced Response:** Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal

of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

**Billed at $2,334 plus $58 per hour per rescue person, plus $117 per hour per HAZMAT team member**.

**Level 4**
**Itemized Response:** You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

**BACK COUNTRY OR SPECIAL RESCUE**
**Itemized Response:** Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

**Minimum billed $466 for the first response vehicle plus $58 per rescue person. Additional rates of $466 per hour per response vehicle and $58 per hour per rescue person.**

**CHIEF RESPONSE**
This includes the set-up of Command and providing direction of the incident. This could include operations, safety, and administration of the incident.

**Billed at $290 per hour**.

**MISCELLANEOUS / ADDITIONAL TIME ON-SCENE**
Engine billed at $466 per hour.
Truck billed at $582 per hour.
Miscellaneous equipment billed at $341.

**GAS LEAKS (Natural)**

**LEVEL 1**
**(Natural Gas Leak Outside Without Fire)**

**Description:** Minimal danger to life, property, and the environment, leak typically for mechanical damage to a meter or pipe.

**Actions**: Evacuate immediate area, notify gas company, evaluate hazards including exposures, environment, vehicular traffic etc. Conduct fence line monitoring to determine control zones. Remove ignition sources from the area, consider non-intervention strategy, if offensive tactics selected, ensure proper PPE, respiratory protection, thermal protection, and tactics are utilized.

**Assignment -$466.00 per hour, per engine / $582.00 per hour, per truck**

**LEVEL 2**
**(Natural Gas Leak Outside with Fire)**

**Description:** Moderate danger to life, property, and the environment, leak typically caused from mechanical damage with nearby operating equipment (car, backhoe, etc) causing a fire.

**Actions:** Evacuate immediate area, notify gas company, protect hazards from fire damage, do not extinguish the fire unless directed to do so by the gas company, consider water supply options.

**Assignment- $748 per hour, per engine / $58 per hour, per rescue person.**

**LEVEL 3**
**(Natural Gas Leak inside Structure)**

**Description:** Significant danger to life, property, and the environment, leak is typically difficult to identify and locate.

**Actions**: Evacuate building and nearby structures, notify gas company, position apparatus away from the structure, attempt to control gas where it enters the building, ventilate the building (using intrinsically safe methods), remove ignition sources from inside but shutting off power on the outside of the structure.

**Assignment- $932 per hour, per engine / $58 per hour, per rescue person.**

**FIRE MARSHAL INSPECTION AND PERMITTING FEES**

***a) Fire Marshal Inspections.***

1) Certificate of Occupancy - $60.00.
2) Temporary Certificate of Occupancy - $60.00.
3) After Hours Inspections (after 5:00 p.m. or on weekend)
    i. $150.00 per hour for first two hours.
    ii. $50.00 per hour for each additional hour beyond the first two hours.

***b) Fire Protection Systems.***

1) 1-10 devices - $75.00.
2) 11-25 devices - $100.00.
3) 26-100 devices - $200.00.
4) 101-200 devices - $275.00.
5) 201-500 devices - $500.00.
6) Per device for each device over 500 - $1.00.

***c) Fire Sprinkler Systems.***

1) Underground- $150.00.
2) Aboveground, 1-19 heads - $75.00
3) Aboveground 20-100 heads - $100.00.

4) Aboveground, 101-300 heads - $200.00.
5) Aboveground 301-1,000 heads - $400.00.
6) Per head/or each over 1,000 heads - $1.00.
7) Fire Pump, additional - $150.00.

***d) Access Control.***

1) 1-10 Doors - $75.00.
2) 11-25 Doors - $100.00
3) 26-100 Doors - $200.00.
4) 101-200 Doors - $275.00
5) 201-500 Doors - $500.00.
6) Per device for each device over 500 - $1.00.

***e) Fire Alarm System Permits.***

*1) Residential Permit Fee - $50.00 annually.*

i. This residential fee shall be waived if a burglar alarm permit fee has already been paid.

*2) Non-Residential Permit Fee - $100.00 annually.*

***f) False Alarm Billing Fee (Residential).***

1) The first three (3) false alarm calls within a twelve (12) month period are free of charge.

2) The fee for the fourth (4th) and fifth (5t 11) false alarm calls within a twelve (12) month period is $75.00 per call.

3) The fee for the sixth (6th) and seventh (i h ) false alarm calls within a twelve (12) month period is $250.00 per call.

4) The fee for the eight (81h ) false alarm call and any false alarm call beyond the eighth (8th) within a twelve (12) month period is $500.00 per call.

***g) False Alarm Fee (Non-Residential).***

1) The first three (3) false alarm calls within a twelve (12) month period are free of charge.

2) The fee for the fourth ( 41h) and fifth (5 th ) false alarm calls within a twelve (12) month period is $150.00 per call.

3) The fee for the sixth (6th ) and seventh (i h ) false alarm calls within a twelve (12) month period is $500.00 per call.

4) The fee for the eighth (8t11) false alarm call and any false alarm call beyond the eighth (8th) within a twelve (12) month period is $1,000.00 per call.

***h) Fire Marshal Annual Inspection Fee.***

1) l - l,500sq.ft. -$50.00 annually.
2) 1,501 - 3,000 sq. ft. - $55.00 annually.
3) 3,001 - 5,000 sq. ft. - $60.00 annually.
4) 5,001 - 10,000 sq. ft. - $65.00 annually.
5) 10,001 - 25,000 sq. ft. - $70.00 annually.
6) 25,001 - 50,000 sq. ft. - $75.00 annually.
7) 50,001 - 75,000 sq. ft. - $80.00 annually.

8) 75,001 - 100,000 sq. Ft. - $100.00 annually.
9) 100,001 - 200,000 sq. ft. - $120.00 annually.
10) 200,001 sq. ft. and greater - $280.00 annually.

***i) Hazardous Materials Annual Permit (includes flammable/combustible liquids).***

1) Powders and Solids
   i. 1,000 lbs. and less - $25 .00
   ii. 1,001 - 2,000 lbs. - $37.50.
   iii. 2,001 - 5,000 lbs. - $70.00.
   iv. 5,001 lbs. and over - $137.50.
2) Liquids and Gels.
   i. 25 gallons or less - $25.00.
   ii. 26 -100 gallons - $37.50.
   iii. 101- 1,000 gallons - $70.00.
   iv. 1,001 gallons or more - $137.50.

***j) Plan Review Fees.***

1) Plan Review - $60.00.
2) Fire Alarm System - $70.00.
3) Fire Sprinkler System - $150.00.
4) Emergency Lighting- $37.50.
5) Special Lighting - $30.00.
6) Liquid storage tanks, hazardous materials - $70.00.

***k) Reinspection Fee - $60.00.***

***l) Special Permits.***

1) Blasting operation - $65.00 per day.
2) Pyrotechnic display - $65.00 per day.
3) Tent permit.
   i. 1 - 30 days - $30.00.
   ii. Each additional 30 days or portion thereof- $30.00.

m) ***Underground Storage Tanks Installation***. The fees set forth in this subsection are applicable to both temporary and permanent underground storage tanks.

1) 0 - 1,000 gallons - $50.00.
2) More than 1,000 gallons - $100.00.

***n) LPG Tank Installation or Removal - $50.00.***

***o) Special Event Fees.***

*1) Fire marshal permit.*
   i. $125.00 for first day.
   ii. $75.00 per each additional day thereafter.
2) Fire marshal on premises - $65.00 per hour.
3) Standby fire personnel, no apparatus - $65 .00 per hour (each, three hour minimum).
4) Standby ambulance, with personnel - $130.00 per hour (three hour minimum).
5) Standby engine or truck, with personnel - $195.00 per hour (three hour minimum).

***p) State Mandated Inspections.***

1) Hospitals - $100.00
2) Nursing and long-term care homes - $75.00.
3) Daycare/Mother's Day out- $50.00.
4) Foster home or adoptive home - $10.00.

5) Home inspection (insurance) - $50.00."

**MITIGATION RATE NOTES**

The mitigation rates above are average “billing levels”, and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department’s “actual personnel expense” and not just a firefighter's basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.

# ADDENDUM C – FIRE/EMERGENCY RESPONSE BILLING

This Addendum C (this "**Addendum**") is entered into by and between Emergifire, LLC, a Texas limited liability company ("**Emergifire**") and City of La Marque ("**Client**"), dated June 1, 2023, and is subject to the terms and conditions of that certain Agreement for Specialized Professional Ambulance Billing Services by and between Emergicon, LLC and Client, dated July 1, 2023 (the "**Services Agreement**").

**RECITALS**

WHEREAS, Emergicon, LLC is engaged in the business of providing fire response and cost recovery services as detailed below through a contractor relationship with Emergifire;

WHEREAS, Emergifire is engaged in the business of providing third-party billing and accounts receivable management specialized professional services related to motor vehicle accidents and other emergency responses for emergency service organizations;

WHEREAS, CLIENT desires to utilize Emergifire for billing and claims management services for its organization; and

WHEREAS, Emergifire is willing to provide such specialized professional services upon the terms and conditions provided in this Addendum;

Specialized Professional Services. Emergifire agrees to perform the following duties (collectively referred to as the "Services") on behalf of CLIENT as a normal course of business:

a. Promptly prepare and submit claims to the responsible party deemed complete and eligible for submission by Emergifire in conformance with this Agreement.

b. Provide instructions for the submission of Required Documentation to Emergifire.

c. Promptly post payments made on CLIENT's behalf.

d. Provide monthly reports to CLIENT, which include, at a minimum, cash received and balance summary.

e. Will not begin litigation against a person, entity, or insurance carrier without prior written approval by the CLIENT.

Specifically Excluded Duties of Emergifire. Notwithstanding any provisions of this Agreement to the contrary, Emergifire shall *not* be responsible to:

a. Initiate or pursue litigation for the collection of past due accounts.

b. Making an assignment of any of CLIENT'S claims to third parties.

c. Making any adverse reports to any credit reporting agencies on behalf of CLIENT.

d. Provide legal advice or legal services to CLIENT or anyone acting on CLIENT's behalf.

Term and Termination.

This Addendum runs in concurrence to the Specialized Professional Ambulance Billing Services Agreement.

Compensation.

a. In exchange for the Specialized Professional Services described in this Agreement, CLIENT shall pay Emergifire a fee equivalent to fifteen percent (15%) of all revenues collected by Emergifire on behalf of CLIENT. Credit card payments accepted by Emergifire will be charged an additional three percent (3.0%).

b. Emergifire shall submit invoices to CLIENT on a periodic basis established by Emergifire. Invoices are to be paid by the CLIENT within thirty (30) days of the invoice date. Emergifire reserves the right to add simple interest at an annual rate of 10%, , on all where Emergifire has not received payment within thirty (30) days of the date of its invoice.

CLIENT agrees to reimburse Emergifire for any and all sales tax liabilities that may arise as a result of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date written below.

| | |
|---|---|
| EMERGIFIRE, LLC. | City of La Marque, Texas |
| By: | By: |
| ______________________ | ______________________ |
| Signature | Signature |
| Christopher Turner, MHA | ______________________ |
| Print Name | Print Name |
| Founder & CEO | ______________________ |
| Title | Title |
| ______________________ | ______________________ |
| Date | Date |

EMERGIFIRE
fire response billing

With fire departments nationwide facing increasing costs and decreasing revenues, it's more important than ever to pursue every service charge recovery avenue available.

**EMERGIFIRE** helps fire departments across Texas shift more cost burdens away from taxpayers by aggressively pursuing insurance reimbursements for services rendered for commercial and industrial-related incidents.

**833-BILLFIRE**

# OPEN UP A WHOLE NEW REVENUE STREAM

## DID YOU KNOW?

Insurance carriers have long included fire department service charge recovery clauses in their policies to help pay for costs related to fire incident and first response. Unfortunately, many departments do not have the processes and personnel in place to identify and pursue reimbursement claims for commercial and industrial-related incidents. Thus, they lose out on getting paid, and the financial health of their department suffers.

## THAT'S WHERE EMERGIFIRE FITS IN.

With a team boasting over 12 years of experience working in emergency services claims recovery, EMERGIFIRE provides the guidance and expertise you need take advantage of this readily available revenue stream.

## INSPECTIONS & PERMIT BILLING.

You inspect; we take care of everything else.

## WHAT COSTS CAN BE RECOVERED.

Billable fire incident costs include personnel, equipment, and debris removal related to the following:

- Motor Vehicle Incidents
- Structure Fires
- Vehicle Fires
- Equipment Fires
- Hazardous Material Incidents
- Industrial/Commercial Incidents

# HERE'S HOW IT WORKS.

# AND, IT'S EASY TO GET STARTED.

## Connect

At absolutely zero upfront cost to your department, EMERGIFIRE seamlessly integrates with your existing reporting system to identify and pursue insurance billing opportunities.

## Claim

Our fire incident and first response billing team handles all paperwork, filing claims with the insurance company of each incident's responsible party on your behalf.

## Collect

Revenue collected from successful claims is forwarded to your department within two to four weeks. Our fee is deducted from all reimbursements received.

1. Give us a call at **833-BILLFIRE**
2. We plug you into our system
3. You open up a whole new revenue stream

*"After years of working with Emergicon for EMS billing services, we were happy to partner with EmergiFire for incident response billing to further reduce the burden on our tax paying residents."*

**Chief Ken Swindle**
Krum, Texas Fire Department

*"As a rural department, I'll be the first to admit I was not familiar with what all a fire service cost recovery could do for our department. After a recent chemical plant explosion in town, EmergiFire made a believer out of me. They really helped recover costs to our budget that we would have otherwise had to absorb and do more with even less.' Thank you EmergiFire!"*

**Deputy Chief Ryan Dunn**
Mineral Wells, Texas Fire Department

**833-BILLFIRE**
**833-245-5347**
**info@Emergifire.com**
**www.EMERGIFIRE.com**

**ORDINANCE NO. O-2023 -00__**

**A ORDINANCE OF THE CITY COUNCIL OF LA MARQUE, TEXAS ISSUING A CONDITIONAL USE PERMIT FOR HUNT ENERGY NETWORK BATTERY STORAGE FACILITY, (GALVESTON COUNTY PROPERTY ID# 363493)**

**WHEREAS,** The Owner of Block 12 of the William K. Wilson League, Abstract No 208, Section 12 (Galveston County Property ID # 363493) (the “Property”) submitted an application for a Conditional Use Permit for the Property to allow for a battery storage facility.

**WHEREAS,** the City Council has determined that the establishment, maintenance or operation of this conditional use will not be materially detrimental to, or endanger, the public health, safety, morals, or general welfare;

**WHEREAS**, the City Council has also determined that the uses, values and enjoyment of other property in the neighborhood, for the purpose already permitted, shall be in no foreseeable manner substantially impaired or diminished by the establishment, maintenance, or operation of the conditional use;

**WHEREAS**, the City Council has also determined that the establishment of the conditional use will not significantly impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;

**WHEREAS**, the City Council has also determined That the uses, values, and enjoyment of other property in the neighborhood, for the purpose already permitted, shall be in no foreseeable manner substantially impaired or diminished by the establishment, maintenance, or operation of the conditional use; and

**WHEREAS**, the City Council has also determined that adequate utilities, access roads, drainage and other necessary site improvements have been or are being provided;

**WHEREAS**, the City Council has also determined that adequate measures have been or will be taken to provide ingress or egress, so designed as to minimize traffic congestion in the public streets; and

**WHEREAS**, the City Council has also determined that the conditional use shall conform to all applicable yard area regulations of the district in which it is located.

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

**Section 1.** That the facts and matters set forth in the preamble of this Ordinance are found to be true and correct.

**Section 2.** That the City of La Marque, Texas will issue a Conditional Use Permit in accordance with Section 71-6 of the City Code for the construction of a single-family residential dwelling.

**Section 3.** As provided by Section 71-3 of the City Code, any person who shall violate any of the provisions of this Ordinance or the Conditional Use Permit issued hereunder or who shall erect or alter any building, or who shall commence to erect or alter any building in violation of any detailed statement of plan submitted or approved hereunder, shall for each violation or noncompliance be deemed guilty of a misdemeanor, and upon conviction, shall be fined as provided in Section 1-7 of the City Code. The owner of that building or premises or part thereof where anything in violation of this chapter shall be placed or shall exist, and any architect, builder contractor, agent, or corporation employed in connection therewith who may have assisted in the commission of any such violation shall be subject to the penalties herein provided.

**Section 4.** In the event any clause, phrase, provision sentence, or part of this Ordinance or the application of the same to any person or circumstance for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it is the intention of the City Council that the invalidity or unconstitutionality of the one or more parts shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision other than the part declared to be invalid or unconstitutional; and the City Council of the City of La Marque, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

**PASSED AND APPROVED** this ____ day of __________, 2023.

**PASSED, APPROVED, AND ADOPTED** this ____ day of __________, 2023.

___________________________________
Keith Bell
Mayor

ATTEST:

___________________________________
Kierra Nance, TRMC
City Clerk

# CITY OF LA MARQUE

*"Gateway to the Gulf"*
1130 1st St., La Marque, TX 77568
409-938-9219 Permit@CityofLaMarque.org

## Rezone Application

**Application Date:** April 24th, 2023 **Smart Gov Project #** CU2023-0001

**Name of Agent:** Alan Hoeft **Phone:** 972-757-0787

**Address:** 1900 N. Akard St. **City:** Dallas, TX **Zip Code:** 75201

**Name of Owner:** Hunt Energy Network **Phone:** (817)223-1203

**Address:** 1900 N. Akard St. **City:** Dallas, TX **Zip Code:** 75201

**Property Legal Description:** ABST 208 Page 7 OF LOT 19 WATERMANS SUB **Parcel ID #:** 363493

**Property Address:** ______

**Plot of Area Attached:** ☑ Yes ☐ No **Metes and Bounds Attached:** ☑ Yes ☐ No

**Present Zoning:** ☐ L1 ☐ L2 ☐ C1 ☐ C2 ☐ C3 ☑ C4 ☐ R1 ☐ R2 ☐ R3 ☐ A ☐ MHP ☐ RCZ ☐ PD1 ☐ PUB

**Reason for Zone Change:** Per the Director of Developmental Services, Kathleen, stated to use the rezone application to serve as a conditional use permit. We are not requesting a zone change.

**Desired Outcome:** Use as a conditional use permit due to the fact that the Battery storage facilities is not listed as a permitted facility in the present zoning.

### APPLICATION CHECKLIST:

- (X) DIGITAL SITE PLAN (TO SCALE) WITH EXISTING IMPROVEMENTS, DEVELOPMENTS AND PROPERTY LINES ( SIZE: 8.5 x 11, if larger than 8.5 x 11, please fold to appropriate size)
- (X) SURVEY (1 DIGITAL COPY THAT IS TO SCALE)
- (X) CURRENT AND ORIGINAL CERTIFIED TAX RECEIPTS
- (X) TITLE REPORT (if purchased in the last 60 days) OR
- (X) PLANNING LETTER
- ( ) NON-REFUNDABLE APPLICATION FEE (Payable to the City of La Marque) FEE SCHEDULE ATTACHED

(THIS SECTION FOR CITY OFFICE USE ONLY)

**Submitted to the Planning & Zoning Commission on:** May 23, 2023

**Approved:** Yes **Denied:** ______ **Other:** ______

**Comments:** ______

### APPLICANTS CERTIFICATE

I AFFIRM THAT MY STATEMENTS CONTAINED IN THIS APPLICATION ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE

**Signature of Applicant:** Alan Hoeft **Date:** 04/24/2023

CITY OF LA MARQUE
"Gateway to the Gulf"
1130 1st St., La Marque, TX 77568
409-938-9219 Permits@CityofLaMarque.org

# Rezone Application

**NOTE: ALL PLANNING & ZONING MEETINGS are held on the 4th TUESDAY OF THE MONTH. Applications for a REZONE must be RECEIVED 30 DAYS prior to the 4th Tuesday of the month to be considered for the next Planning & Zoning Commission Meeting.**

## THE FOLLOWING SCHEDULE OF FEES SHALL APPLY FOR A ZONING CHANGE REQUESTS

**A. 0 – 25 ACRES:**
1. $600.00 plus $50.00 for each type of rezoning requested; or
2. $740.00 if planned development unit

**B. 26 – 50 ACRES:**
1. $700.00 plus $50.00 for each type of rezoning requested; or
2. $850.00 if planned development unit

**C. 51 – 75 ACRES:**
1. $800.00 plus $50.00 for each type of rezoning requested; or
2. $1050.00 if planned development unit

**D. 76 – 100 ACRES:**
1. $900.00 plus $50.00 for every type of rezoning requested; or
2. $1050.00 if planned development unit

**E. 100 + ACRES:**
1. $1000.00 plus $50.00 for every type of rezoning requested; or
2. $1250.00 if planned development unit

**F. Re-Plats: NO CHARGE**

**G. Zoning Letter / Certificate of Compliance: $50.00**

**H. Notification fee per owner: $9.00 = cost per notice mailed**

**I. Published Notice:(Per LGC Section 231.017) $150.00 cost per newspaper AD**

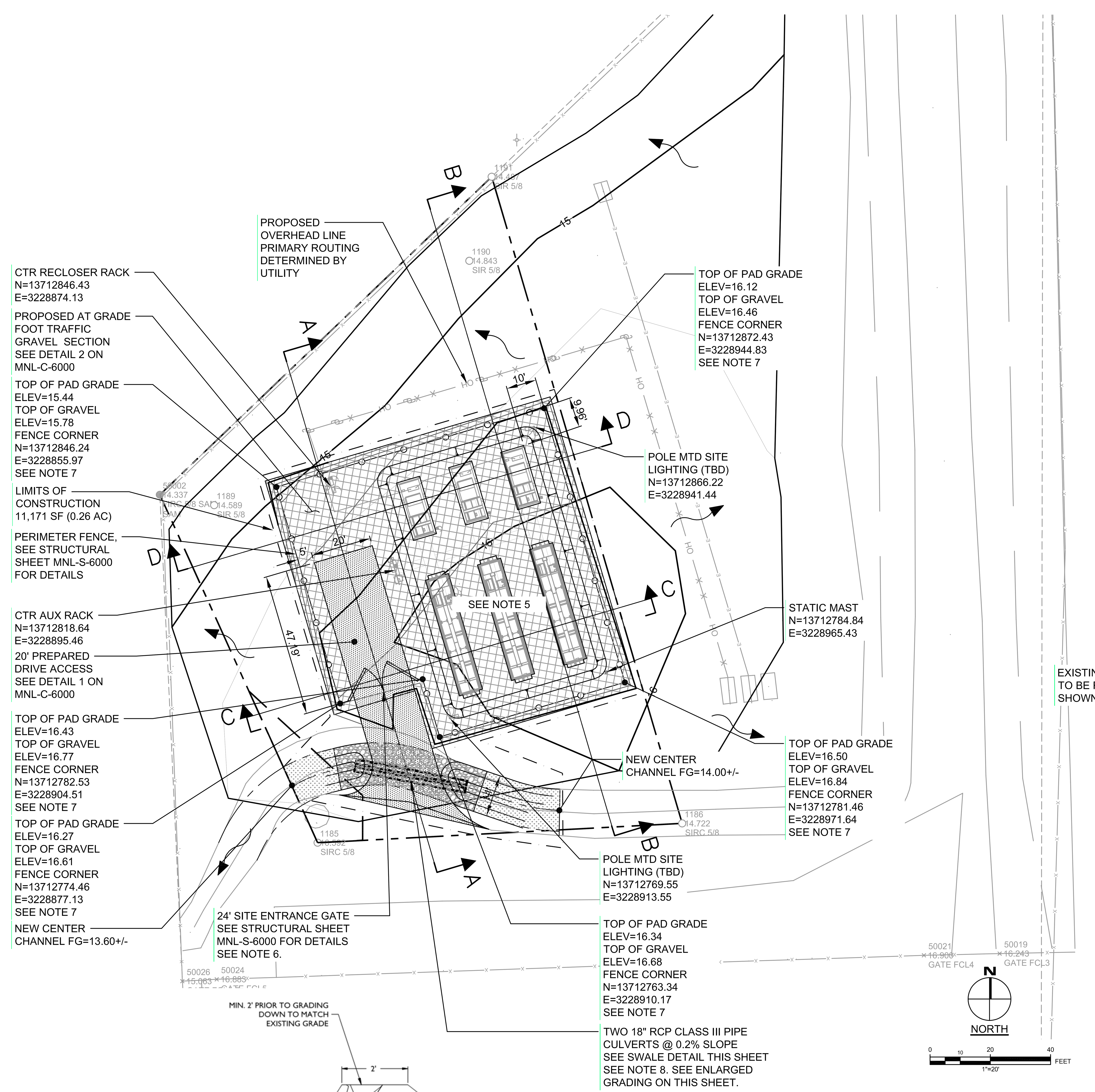
## NOTES:

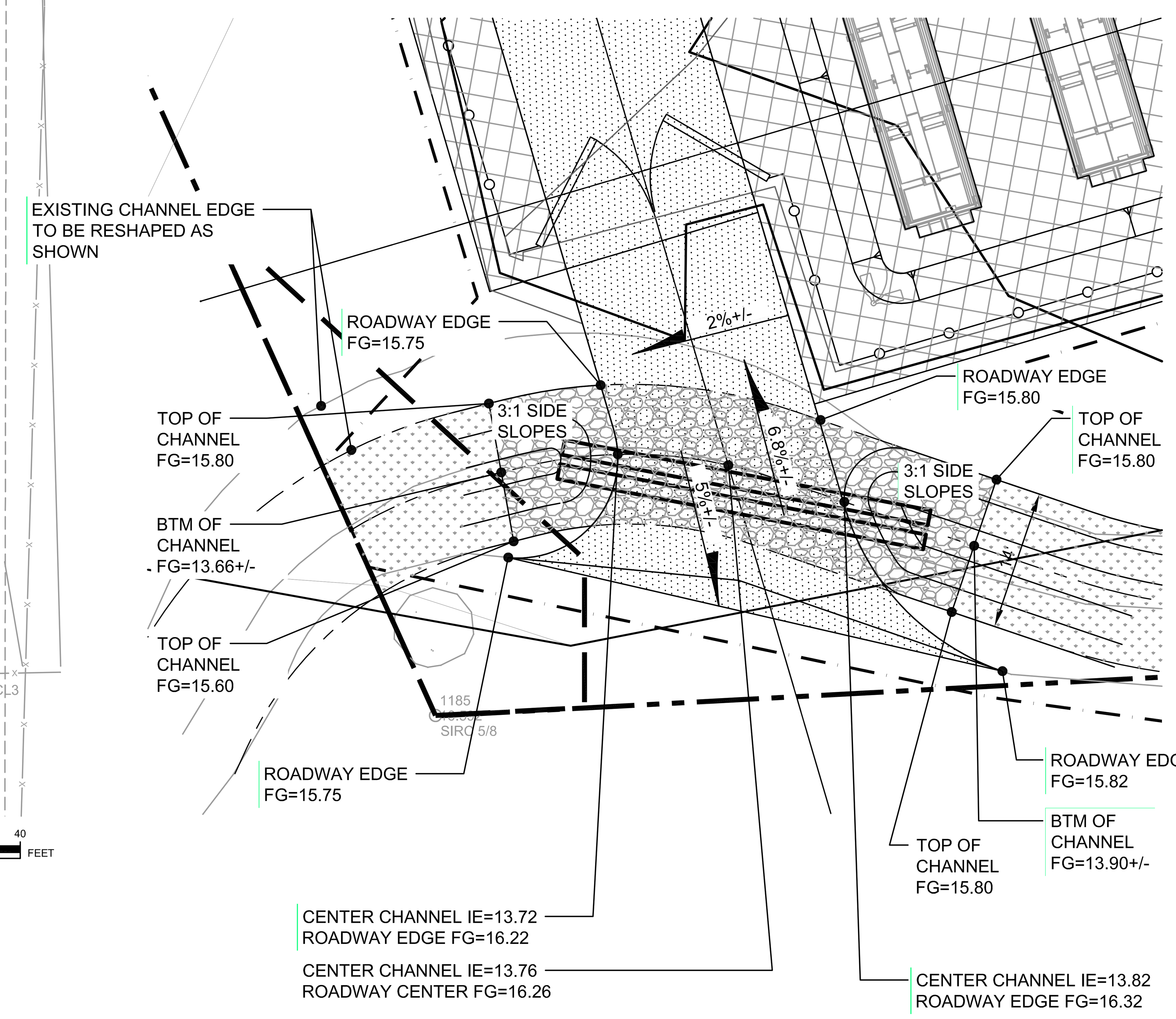
1. SEE MNL-C-0001 AND MNL-C-0002 FOR GENERAL NOTES.
2. SEE MNL-C-1000 FOR EXISTING CONDITIONS PLAN.
3. SEE MNL-C-1001 TESC AND SITE PREP PLANS.
4. ROAD TO BE EXCAVATED AND INSTALLED TO MATCH EXISTING GRADE AND CROWN ROAD.
5. FOR DETAILS SEE ELECTRICAL (MNL-E-6010 - 7009) FOR EQUIPMENT AND STRUCTURAL (MNL-S-6000 - 6002)FOR PADS AND FOUNDATIONS.
6. SITE GATE TO HAVE SITE ADDRESS CLEARLY POSTED AND FIRE DEPARTMENT LOCK BOX PROVIDED.
7. REFER TO SURVEY BY LANDPOINT FOR DATUM AND CONTROL UNDER SEPARATE COVER.
8. CONTRACTOR TO VERIFY AND MAINTAIN LOW POINT OF EXISTING FLOWLINE FOR CULVERT. WHERE HATCHING SHOWN CONTRACTOR TO LINE 12" THICK WITH RIP RAP. FROM RIP RAP TO TRANSITION TO EXISTING HYDROSEED CHANNEL. ALL SLOPES AT HEADWALL, SURROUNDING PIPE, AND NEW CHANNEL TO BE 3:1. IN AREAS WHERE THE CHANNEL IS FILLED CONTRACTOR TO FILL IN LIFTS AND FOLLOW THE GEOTECHNICAL RECOMMENDATIONS.

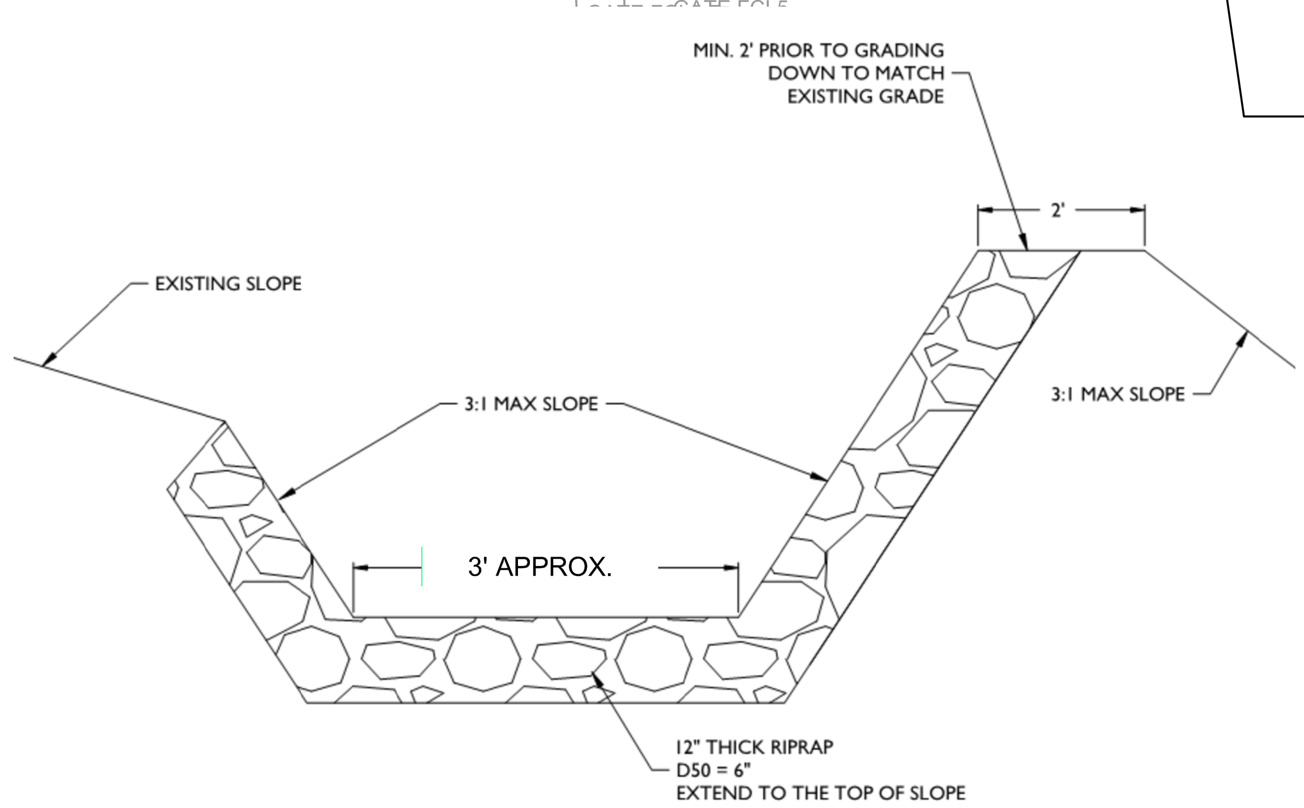
## SUMMARY TABLE:

## LEGEND:

- CONSTRUCTION LIMITS
- PROPERTY LINE
- UTILITY EASEMENTS
- FENCE LINE
- EXISTING FENCE LINE
- OVERHEAD UTILITY POWER
- PREPARED DRIVE ACCESS
- RIP RAP LINED SWALE
- PEDESTRIAN GRAVEL AREA
- HYDROSEED REPAIR
- FLOW ARROW




**SWALE DETAIL**

CALL 48 HOURS BEFORE YOU DIG 811

ARTIFEX TEXAS FIRM NUMBER : F-21995

Hunt ENERGY NETWORK

ARTIFEX engineering — Artifex Engineering Consultants, 1107 1st Avenue, Suite 1304, Seattle, WA 98101

FastGrid — FastGrid, LLC, 225 E Germann Road, Suite 310, Gilbert, AZ 85297

| REV | DESCRIPTION | DATE |
|---|---|---|
| 0 | DRAINAGE REVIEW | 04/20/2023 |

PROJECT NAME: MAINLAND BATTERY STORAGE FACILITY

PROJECT ADDRESS: XXXX FM1764 LA MARQUE TEXAS, 77568

SEAL: STATE OF TEXAS DANIEL MUNN 133967 LICENSED PROFESSIONAL ENGINEER 04/20/2023

DATE: 04/20/2023

PROJECT #: 200039.06

DRAWN BY: MPK

CHECKED BY: DM

SHEET NAME: CIVIL SITE GRADING PLAN

SHEET #: MNL-C-1003

REV #: 0

PLOT DATE: Thursday, April 20, 2023

PLOT BY: Mike Keilbart

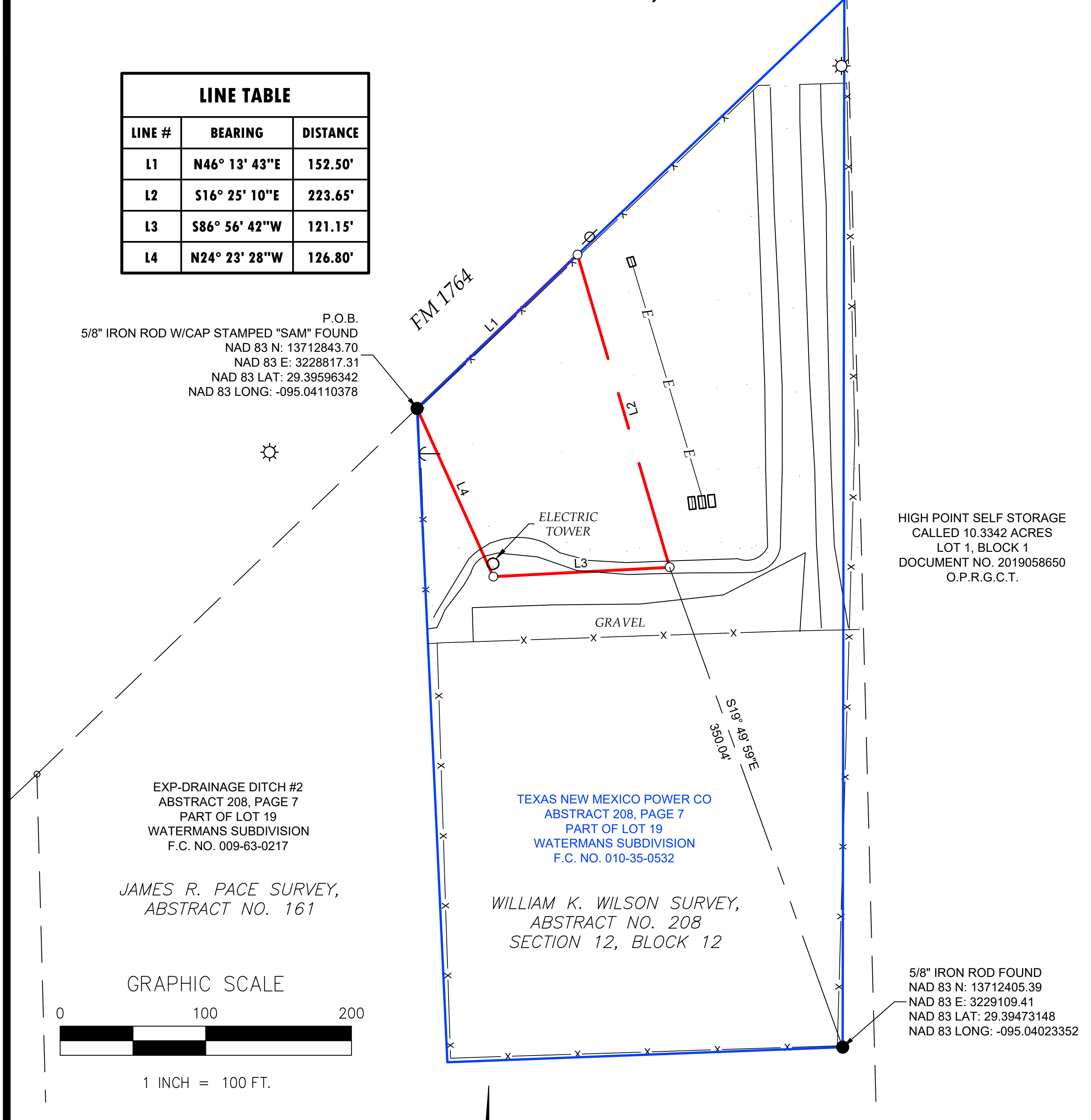
SAVED BY: Mike Keilbart

LOCATION: \\192.168.150.40\SCE\SCE GENERAL FILES\PROJECT FILES\20017 - TEXAS SUBSTATION BATTERY SITES\MAINLAND\CAD\DESIGN\MAINLAND-CIVIL

# GALVESTON COUNTY, TEXAS

**LINE TABLE**

| LINE # | BEARING | DISTANCE |
|---|---|---|
| L1 | N46° 13' 43"E | 152.50' |
| L2 | S16° 25' 10"E | 223.65' |
| L3 | S86° 56' 42"W | 121.15' |
| L4 | N24° 23' 28"W | 126.80' |




**LEGEND**

| | |
|---|---|
| (blue line) | PROPERTY LINE |
| (red line) | BOUNDARY LINE |
| — — — — | ADJOINER LINE |
| ● | FOUND IRON ROD |
| ○ | CAPPED IRON ROD SET |
| Ø | POWER POLE |
| ——E—— | OVERHEAD ELEC. LINE |
| —x——x— | FENCE LINE |
| P.O.B. | POINT OF BEGINNING |
| O.P.R.G.C.T. | OFFICIAL PUBLIC RECORDS OF GALVESTON COUNTY, TEXAS |

BOUNDARY SURVEY OF A 0.512 ACRE TRACT
SITUATED IN
WILLIAM K. WILSON SURVEY, ABSTRACT NO. 208,
GALVESTON COUNTY, TEXAS

LANDPOINT

4100 INTERNATIONAL PLAZA, SUITE 240
FORT WORTH, TX 76109
FIRM NO. 10193814
PHONE: (318) 226-0100

SHEET 1 OF 2

FIELDED BY: RC    DRAWN BY: ARB    CHECKED BY: AK    JOB NO. 22-2124

X:\2022\22-2124\Working\Plats and Field Notes\Plats\M&B PLAT\22-2124_MAINLAND BESS SITE SURVEY_M&B Plat.dwg

## METES AND BOUNDS DESCRIPTION OF A 0.512 ACRE SITE

Being a 0.512 acre proposed site, situated in the William K. Wilson Survey, Abstract no. 208, Section 12, Block 12, Galveston County, Texas, and being a portion of a tract of land conveyed to Texas New Mexico Power Co, Recorded in Abstract 208, Page 7, Part of Lot 19 of Watermans Subdivision, F.C. No. 010-35-0532, being more particularly described by metes and bounds as follows:

**BEGINNING** at a 5/8 inch iron rod with cap stamped "SAM" found for the Northwest corner of said tract [N: 13712843.70, E: 3228817.31] and in the South right-of-way line of FM 1764;

**THENCE** N 46°13'43" E with the North boundary line of said tract, a distance of 152.50 feet for the Northeast corner of said site;

**THENCE** S 16°25'10" E, a distance of 223.65 feet for the Southeast corner of said site, from which a 5/8 inch iron rod found for the Southeast corner of said tract bears S 19°49'59" E, a distance of 350.04 feet;

**THENCE** S 86°56'42" W, a distance of 121.15 feet to a point in the West line of said tract, for the Southwest corner of said site;

**THENCE** N 24°23'28" W, with said West line, a distance of 126.80 feet, returning to the **POINT OF BEGINNING**, and containing **0.512 acres** of land more or less.

I, Albert R. DeHoyos, certify that this plat was prepared under my direct supervision from a survey made on the ground on November 10, 2022, that this plat correctly represents the facts found at the time of said survey.

Albert R. DeHoyos
STATE OF TEXAS R.P.L.S. NO. 6725 12/08/22

STATE OF TEXAS
REGISTERED
ALBERT R. DEHOYOS
6725
PROFESSIONAL
LAND SURVEYOR

NOTES:

1. PROPERTY LINES HAVE BEEN ESTABLISHED BASED UPON FOUND MONUMENTS, MEASUREMENTS, AND EVIDENCE OBTAINED IN THE FIELD, ALONG WITH RECORDS AS PROVIDED BY THE CLIENT.
2. ABSTRACT LINES AND INFORMATION SHOWN ARE BASED ON AVAILABLE RECORDS, INCLUDING GENERAL LAND OFFICE (GLO) MAPS.
3. BASIS OF BEARINGS IS GRID NORTH, NAD '83, TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE.
4. ELEVATIONS ARE BASED ON GPS OBSERVATION, NAVD' 88 DATUM.
5. THIS PLAT PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR ABSTRACT OF TITLE; THERE MAY BE ADDITIONAL EASEMENTS THAT ARE NOT SHOWN HEREON.
6. SURVEY BASED UPON CONTROLLING DATA AS SHOWN OR AS FURTHER NOTED ON THIS PLAT.

BOUNDARY SURVEY OF A 0.512 ACRE TRACT
SITUATED IN
WILLIAM K. WILSON SURVEY, ABSTRACT NO. 208,
GALVESTON COUNTY, TEXAS

LANDPOINT
4100 INTERNATIONAL PLAZA, SUITE 240
FORT WORTH, TX 76109
FIRM NO. 10193814
PHONE: (318) 226-0100



FIELDED BY: RC DRAWN BY: ARB CHECKED BY: AK JOB NO. 22-2124

X:\2022\22-2124\Working\Plats and Field Notes\Plats\M&B PLAT\22-2124_MAINLAND BESS SITE SURVEY_M&B Plat.dwg

# TAX CERTIFICATE

**CHERYL E. JOHNSON, PCC**
**GALVESTON COUNTY TAX ASSESSOR-COLLECTOR**
**722 Moody**
**Galveston, TX 77550**

**Issued To:**
TEXAS NEW MEXICO POWER CO
414 SILVER AVE SW, MS TAX 1025
ALBUQUERQUE, NM 87102

**Legal Description**
ABST 208 PAGE 7 PT OF LOT 19 (19-14)
WATERMANS SUB *SBPCL:
738500000019015/738500000019016*

**Parcel Address:**
**Legal Acres:** 5.0000

<--- --->

**Account Number:** 363493

**Certificate No:** 248636697
**Certificate Fee:** $10.00 CHECK NO. 921072

**Print Date:** 04/24/2023 09:21:37 AM
**Paid Date:** 04/24/2023
**Issue Date:** 04/24/2023
**Operator ID:** SCURRY_N

**TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 26.15 AND 11.43(i) OF THE TEXAS PROPERTY TAX CODE. THIS IS TO CERTIFY THAT ALL TAXES DUE ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN EXAMINED, UP TO AND INCLUDING THE YEAR 2022, AND THERE ARE NO TAXES DUE ON THIS PROPERTY.**

**Exemptions:**

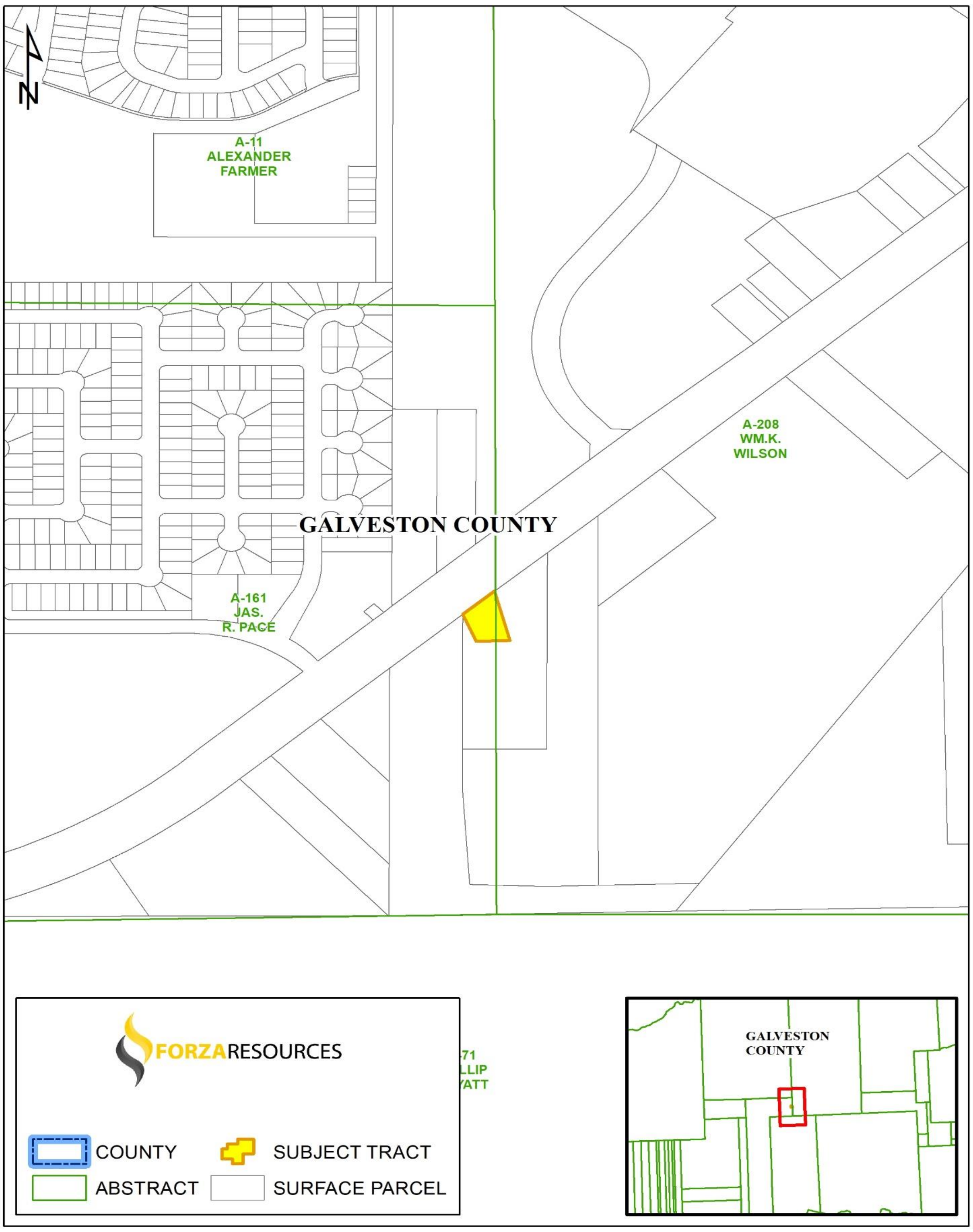
**Certified Owner:**
TEXAS NEW MEXICO POWER CO
414 SILVER AVE SW, MS TAX 1025
ALBUQUERQUE, NM 87102

**Certified Tax Unit(s):**
1 GALVESTON CO
2 ROAD & FLOOD
332 CITY OF LA MARQUE
605 COLL OF THE MAINLAND

| | |
|---|---|
| **2022 Value:** | 653,400 |
| **2022 Levy:** | $7,221.89 |
| **2022 Levy Balance:** | $0.00 |
| **Prior Year Levy Balance:** | $0.00 |
| **Total Levy Due:** | $0.00 |
| **P&I + Attorney Fee:** | $0.00 |
| **Total Amount Due:** | $0.00 |

**Reference (GF) No:** N/A
**Issued By:** NS

**CHERYL E. JOHNSON, PCC**
**GALVESTON COUNTY TAX ASSESSOR-COLLECTOR**




*Prepared exclusively for HEN Infrastructure, LLC*

**Forza Resources, LLC**
**16601 Highway 155 South**
**Tyler, Texas 75703**
**(903) 906-0030**
**www.forzaresources.com**

**Type:** Surface
**Certified From:** Patent to 04/19/2023
**Tract Number:**

**Independent Landman:** Sabrina Whitehead
**Situated in:** Galveston County, TX
**Prospect:** Mainland Site

## LEGAL DESCRIPTION

0.512 acres, more or less, out of the W. K. Wilson Survey, A-208, Galveston County, Texas and being described in that General Warranty Deed dated March 31st, 2023 from Texas-New Mexico Power Company to HEN Infrastructure, L.L.C, filed as Doc# 2023016149 of the Official Public Records of Galveston County, Texas.

## *EXAMINATION OF OWNERSHIP*

### SURFACE OWNERSHIP — 0.51200000 Gross Acres

| Owner | Fraction | Decimal | Net Acres | Comments |
|---|---|---|---|---|
| 1 HEN Infrastructure, L.L.C. | 1 | 1.00000000 | 0.51200000 | |
| **TOTAL** | **1.00000000** | **1.00000000** | **0.51200000** | |

## *ANALYSIS OF LIENS, ENCUMBRANCES, EASEMENT, LEASES*

### EASEMENTS/ROW

**EASEMENT/ROW #1**
**Grantor:** J O Ross
**Grantee:** White Oil Pipe Line Company
**Effective Date:** March 1, 1920
**Recording Information:** 321/499

**EASEMENT/ROW #2**
**Grantor:** Maco Stewart and Louise Bisbey Stewart, widow
**Grantee:** County of Galveston, TX
**Effective Date:** April 17, 1941
**Recording Information:** 645/543

**EASEMENT/ROW #3**
**Grantor:** Maco Stewart and Louise Bisbey Stewart, widow
**Grantee:** County of Galveston, TX
**Effective Date:** April 17, 1941
**Recording Information:** 647/368

**EASEMENT/ROW #4**
**Grantor:** Maco Stewart and Louise Bisbey Stewart
**Grantee:** Humble Oil & Refining Company
**Effective Date:** July 17, 1945
**Recording Information:** 695/602

**EASEMENT/ROW #5**
**Grantor:** Maco Stewart and Louise Bisbey Stewart, widow
**Grantee:** County of Galveston, TX
**Effective Date:** January 4, 1946
**Recording Information:** 737/590

**EASEMENT/ROW #6**
**Grantor:** Albert J DeLange, Independent Executor of the Estate of Maco Stewart, deceased and Louise Brisbey Stewart, widow
**Grantee:** State of Texas
**Effective Date:** February 18, 1954
**Recording Information:** 1035/404

**EASEMENT/ROW #7**

| | |
|---|---|
| **Grantor:** | Texas-New Mexico Power Company |
| **Grantee:** | HEN Infrastructure, L.L.C. |
| **Effective Date:** | 3/31/2023 |
| **Recording Information:** | 2023016150 |

**EASEMENT/ROW #8**

| | |
|---|---|
| **Grantor:** | HEN Infrastructure, L.L.C. |
| **Grantee:** | Texas-New Mexico Power Company |
| **Effective Date:** | 3/31/2023 |
| **Recording Information:** | 2023016151 |

## *ADDRESSES*

### SURFACE OWNERS

| # | Name | Address | Phone | Email | Notes |
|---|---|---|---|---|---|
| 1 | Texas-New Mexico Power Company | 414 Silver Ave SW Albuquerque, NM 87102-3289 | | | |

## *MISCELLANEOUS*

### LANDMAN STATEMENT

**Notes 1:** Between 1910 and 1933, J O Ross and Horace Booth were joint owners of 2678 ac in the W K Wilson Survey. There are multiple deeds filed of record in which Horace Booth conveys ARTI in many parcels and Lots and J O Ross agrees to assume all the responsibility of the DT covering said lands; however no conveyance of the subject lands from Horace Booth to J O Ross was located. The widow of J O Ross conveys the subject lands in 1933. No subsequent deeds reference any other prior owner of the lands other than J O Ross.

**Notes 2:** The above ROW/EAS are indicated as being part of lands in the W K Wilson survey, granted by the record owners; however it is unconfirmed if the ROWs are relevant to the subject 5 acre tract.

### CAD MAP

**Project Name:** Battery Energy Storage System

**Site Name:** Mainland BESS Site

**Owner:** Hunt Energy Network

**Introduction**

Hunt Energy Network is actively developing energy resources and infrastructure to be integrated with the Electric Reliability Council of Texas ("ERCOT"). These grid interconnected Battery Energy Storage System (BESS) projects will provide energy storage capabilities to expand investment into clean energy solutions.

**Description**

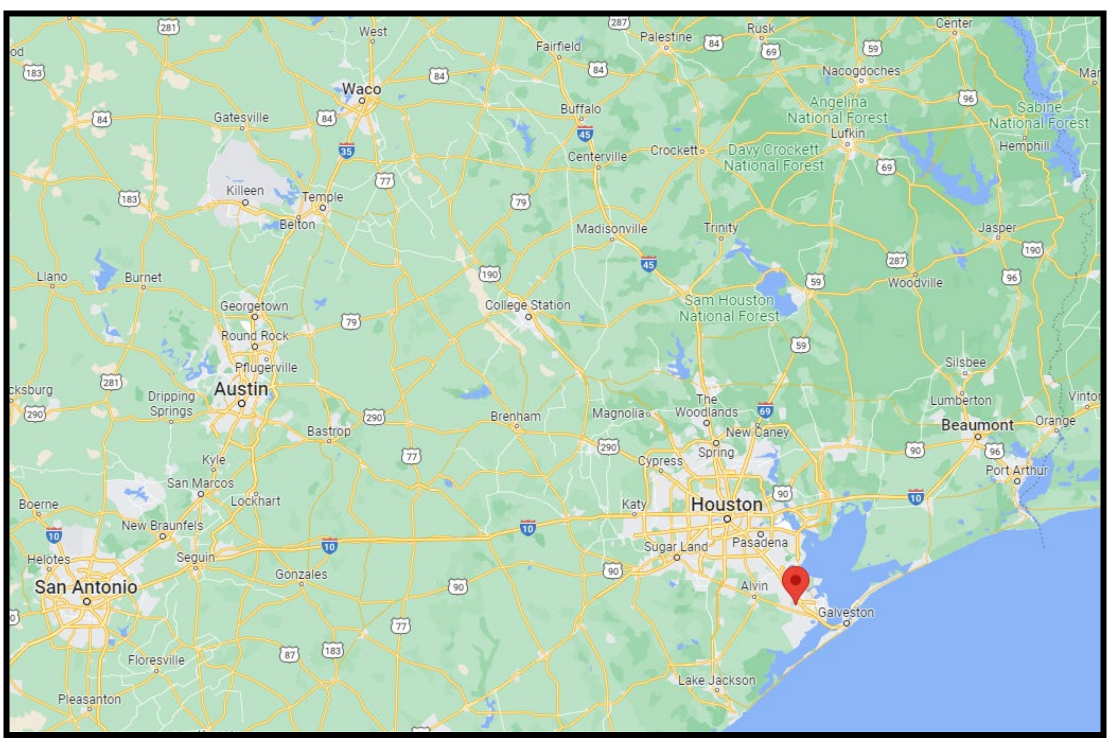
A BESS is an electrochemical device that charges (or collects energy) from the grid or a power plant and then discharges that energy at a later time to provide electricity or other grid services when needed.

As reference, please see the image below for one of our sites currently operating in Pecos, TX. Additionally, shown on the last page of this document is our proposed site layout for the Mainland BESS site.

**Location**

Mainland BESS site location off of FM1764. Parcel Id: 363493

Please see below images for our proposed project location:

**Safety Standards**

Environmental and Thermal Management Features

- Enclosure rated to NEMA 3R with corrosion conditions to C4 or above
- Designed to operate at ambient temperatures between -15˚C and 55˚C

Codes and Standards Compliance

- The DC System and its components are qualified and installed to all relevant standards including, but not limited to UL1973, UN 38.3, IEC 62619
- The DC System is designed to meet requirements associated with UL 9540 as part of a system certification process
- NFPA 855 requirements for Fire Safety
- IEEE 519 Harmonic Specification
- Inverters certified to UL 1741

Fire and Safety features

- During a fire event, the results of the UL 9540A test show that any internal fire or thermal event is contained within the enclosure and does not spread to adjacent DC Systems or structures.
- UL 9540A test result is achieved without active fire suppression systems
- Enclosure pressure relief device is used to mitigate risk of combustible gas build-up
- Fire monitoring with smoke and heat detectors for early fire detection
- Local E-Stop to perform emergency shut-down

**Contact Information**

Hunt Energy Network

Thomas Ault

817-223-1203

TAult@huntenergy.com

Hunt Energy Network

Alan Hoeft

972-757-0787

AHoeft@huntenergy.com

## NOTES:

1. SEE MNL-C-0001 AND MNL-C-0002 FOR GENERAL NOTES.
2. SEE MNL-C-1000 FOR EXISTING CONDITIONS PLAN.
3. SEE MNL-C-1001 TESC AND SITE PREP PLANS.
4. ROAD TO BE EXCAVATED AND INSTALLED TO MATCH EXISTING GRADE AND CROWN ROAD.
5. FOR DETAILS SEE ELECTRICAL (MNL-E-6010 - 7009) FOR EQUIPMENT AND STRUCTURAL (MNL-S-6000 - 6002)FOR PADS AND FOUNDATIONS.
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- UTILITY EASEMENTS
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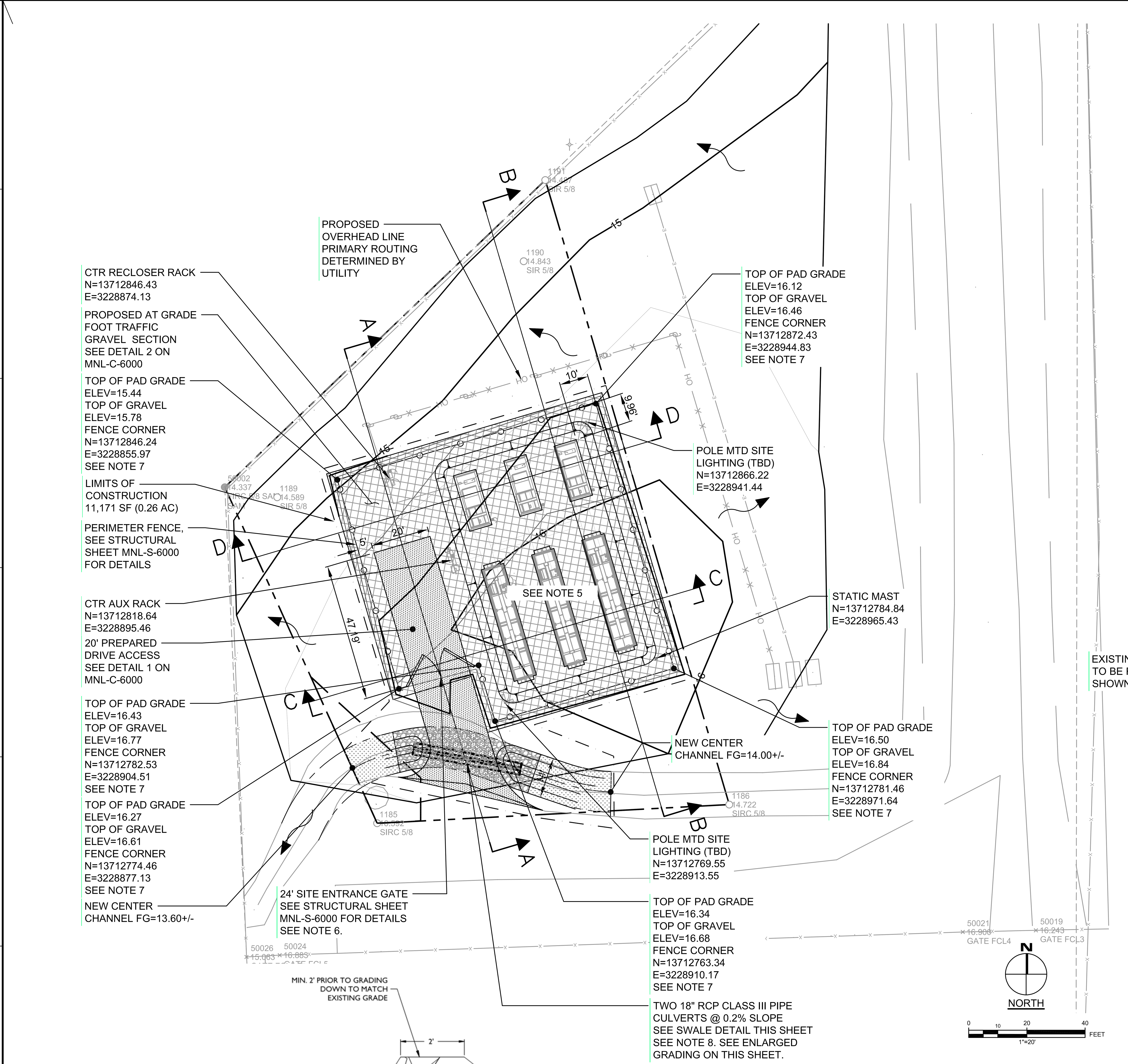
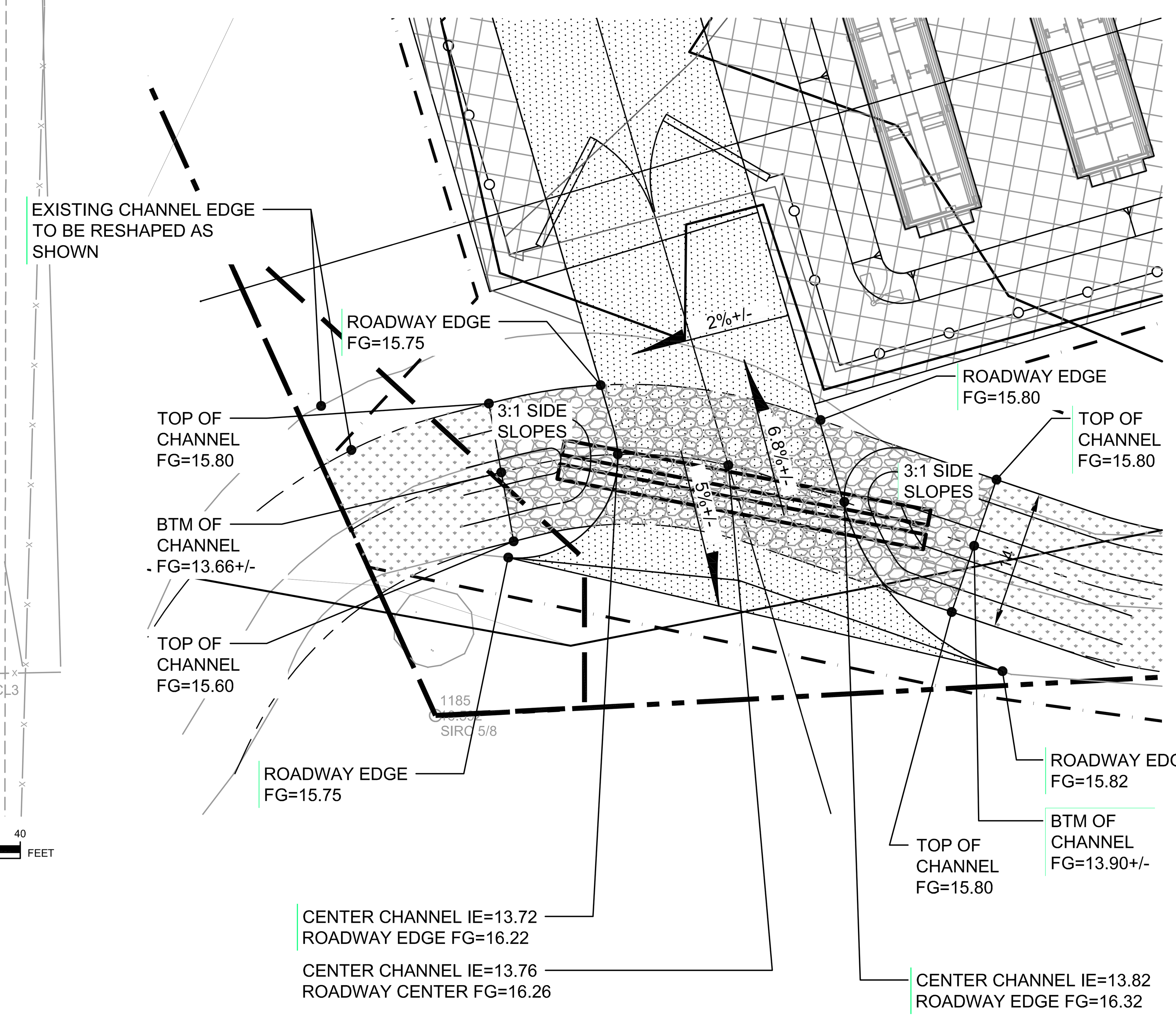
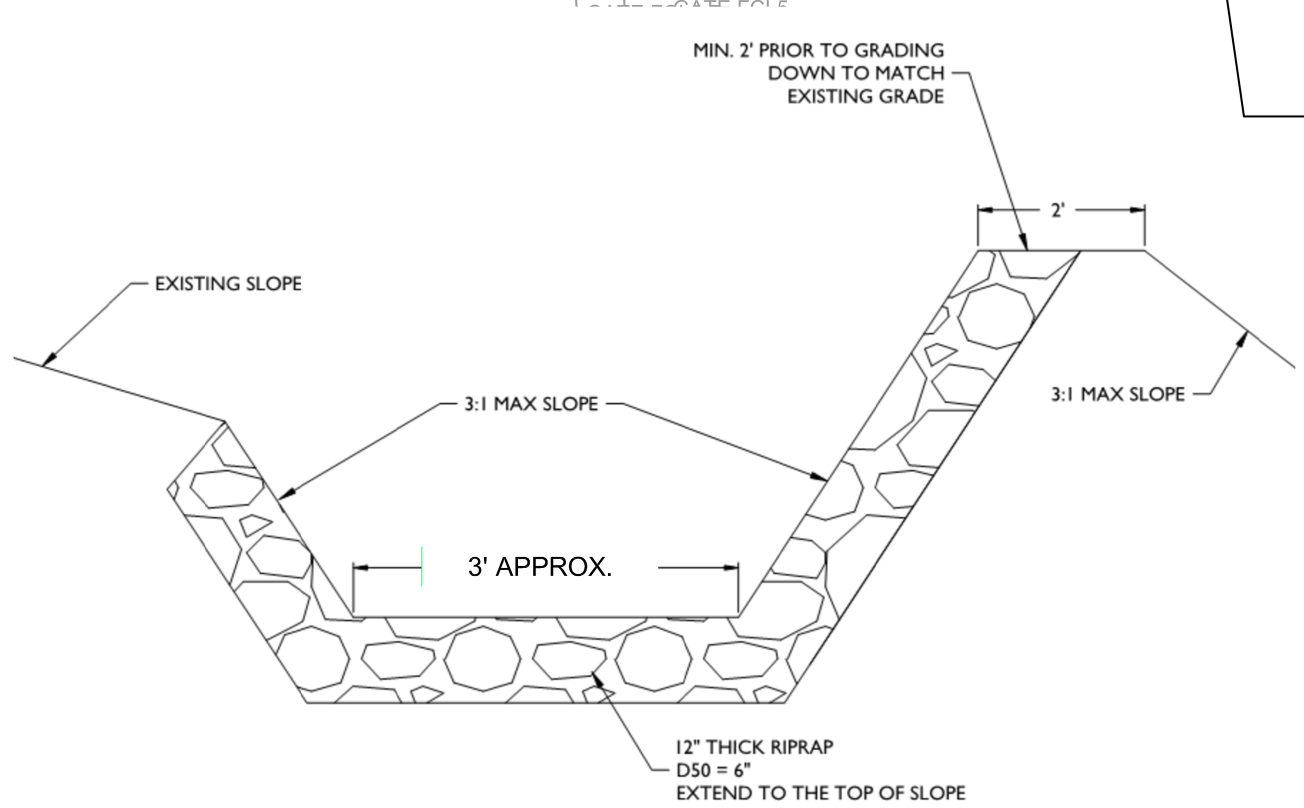



SWALE DETAIL

CALL 48 HOURS BEFORE YOU DIG
811

ARTIFEX TEXAS FIRM NUMBER : F-21995

HUNT ENERGY NETWORK

ARTIFEX engineering
Artifex Engineering Consultants
1107 1st Avenue
Suite 1304
Seattle, WA 98101

FastGrid
FastGrid, LLC
225 E Germann Road
Suite 310
Gilbert, AZ 85297

| REV | DESCRIPTION | DATE |
|---|---|---|
| 0 | DRAINAGE REVIEW | 04/20/2023 |

PROJECT NAME:
MAINLAND BATTERY STORAGE FACILITY

PROJECT ADDRESS:
XXXX FM1764
LA MARQUE
TEXAS, 77568

SEAL: STATE OF TEXAS DANIEL MUNN 133967 LICENSED PROFESSIONAL ENGINEER 04/20/2023

DATE: 04/20/2023
PROJECT #: 200039.06
DRAWN BY: MPK
CHECKED BY: DM

SHEET NAME: CIVIL SITE GRADING PLAN

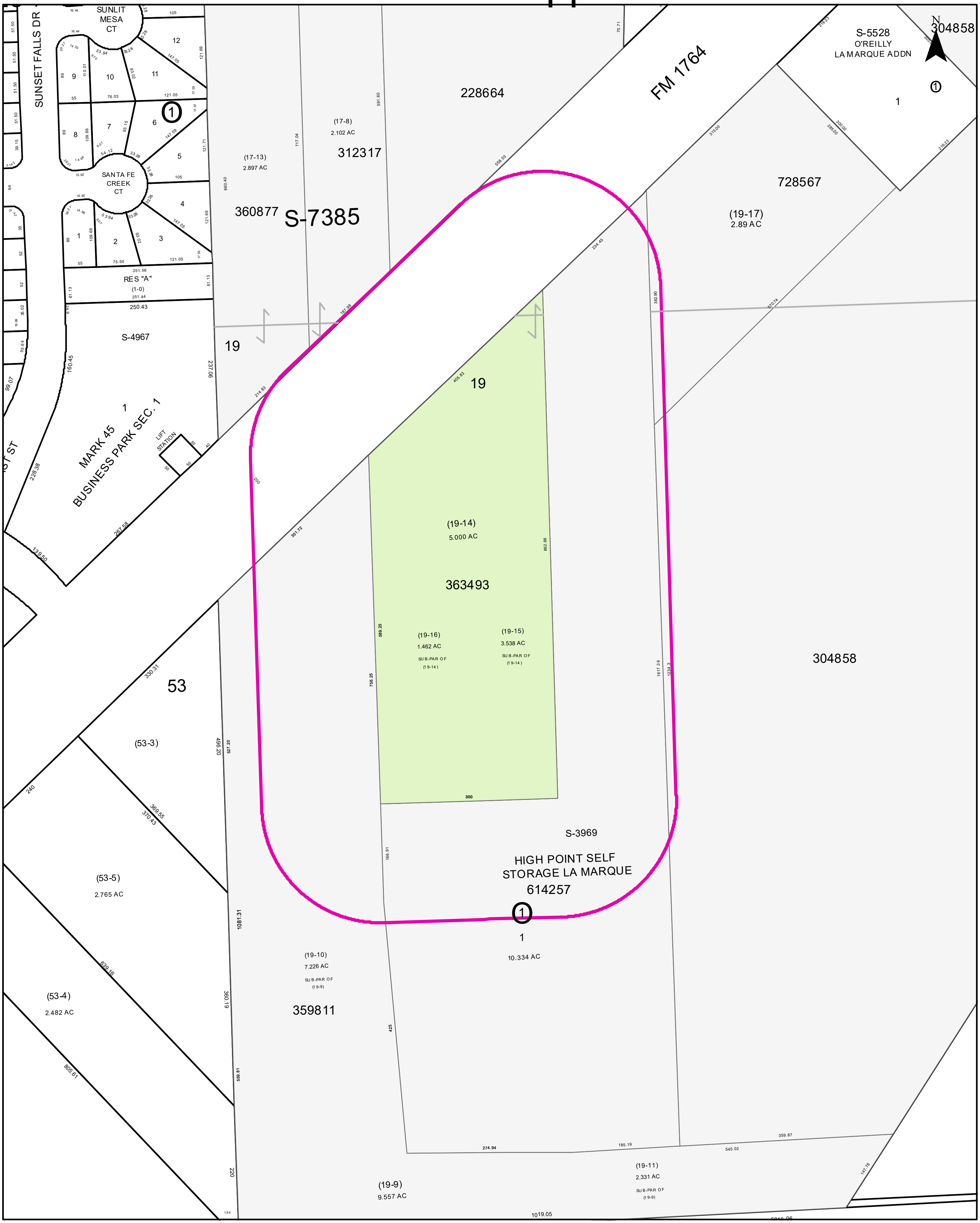
SHEET #: MNL-C-1003
REV #: 0

PLOT DATE: Thursday, April 20, 2023
PLOT BY: Mike Keilbart
SAVED BY: Mike Keilbart
LOCATION: \\192.168.150.40\SCE\SCE GENERAL FILES\PROJECT FILES\20017 - TEXAS SUBSTATION BATTERY SITES\MAINLAND\CAD\DESIGN\MAINLAND-CIVIL

Galveston Central Appraisal District

| GEOID | ID | NAME | ADDRESS | ADDRESS2 | ADDRESS3 | CITY | ST | ZIP |
|---|---|---|---|---|---|---|---|---|
| 7385-0000-0017-013 | 360877 | EXP-DRAINAGE DITCH #2 | | 5000 FM 1765 | | LM | TX | 77568 |
| 7385-0000-0017-008 | 312317 | STEWART LINDA H TR | MS TRUST - | 6335 W NORTHWEST HWY APT 413 | | DALLAS | TX | 75225-3534 |
| 3969-0001-0001-000 | 614257 | PS LPT PROPERTIES INVESTORS | | DEPT-PT-TX-26908 | PO BOX 25025 | GLENDALE | CA | 91221-5025 |
| 7385-0000-0019-009 | 359811 | EXP-DRAINAGE DITCH #2 | | 5000 FM 1765 | | LM | TX | 77568 |
| 7385-0000-0015-001 | 228664 | LA MARQUE 80 PARTNERS LTD | | 4808 GIBSON ST | | HOUSTON | TX | 77007 |
| 7385-0000-0019-017 | 728567 | PDC 1 LA MARQUE LLC | | 950 ECHO LN STE 200 | | HOUSTON | TX | 77024 |
| 7385-0000-0019-006 | 304858 | YODE INVESTMENTS LLC | | % DEANO MERRIGAN | 5309 I-45 SOUTH | LA MARQUE | TX | 77568 |

# Galveston Central Appraisal District




Geospatial or map data maintained by the Galveston Central Appraisal District is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and only represents the approximate relative location of property boundaries.

**RESOLUTION NO. 2023-00**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, REJECTING ALL BIDS FOR LEASE OR PURCHASE OF CITY PROPERTY FOR THE REDEVELOPMENT OF CITY PROPERTY**

**WHEREAS**, on or about December 12, 2022, The City of La Marque authorized the publication of RFP 22-03; and

**WHEREAS**, on March 21, 2023, 1 bid was received, reviewed, and analyzed by the City of La Marque; and

**WHEREAS**, upon full review and consideration of the proposal submission, the review panel recommended reissuing the Request For Proposal.

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

Section 1. The facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Having been reviewed by the City Council of the City of La Marque and in the best interests of the City of La Marque and its citizens, it is hereby authorized for republish with a clarified location setting.

Section 3. The City Manager is hereby authorized to republish RFP 22-03 and empowered, for and on behalf of the City, to take all such actions and to execute, verify, acknowledge, certify, file and deliver all such instruments and documents required as shall in the judgment of the City Manager be appropriate in order to affect the purposes of the foregoing resolution and project.

Section 4. This Resolution shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED** on this the _________ day of _____________ 2023.

________________________________________
Keith Bell, Mayor
City of La Marque, Texas

ATTEST:

________________________________________
Kierra Nance, City Clerk
City of La Marque, Texas

# CITY COUNCIL AGENDA FORM

Meeting Date: **July 10, 2023**  Agenda item: ______
Prepared by: Rick Sailler  Reviewed by: ______
Department: Public Works

**AGENDA ITEM DESCRIPTION:** Discussion/possible action regarding a Resolution pertaining to a Blower replacement at the Wastewater Treatment Plant (WWTP) using Atlas Copco Air Plan Program in the amount of $1785.00 per month, with a five-year (5yr) Agreement.

**ATTACHMENTS FOR REFERENCE:**

1. Resolution
2. Atlas Copco Air Plan Program
3. Engineer's Recommendation
4. Atlas Copco Integration Proposal

---

**STAFF BRIEFING:**

- The current situation at the WWTP is at a critical stage with only one Aeration Blower in operation. The City contracted with Altas Copco to repair Blower #1 during the last year, but unfortunately the Blower expense to get the unit back in operation is not economically justified.
- We currently operate Blower #2, which is an Atlas Copco unit purchased in 2018. The WWTP is required to have redundacy for aeration operations which is the most critical operation at an Activated Sludge WWTP.
- The choice we have is to replace Blower #1 with a new unit, which is estimated at $150,000 minimum expsense, or consider a unique option offered by Atlas Copco by entering into an agreement for their Air Plan Program, basically a rental program rather than purchase and insuring reliability for the next five (5) years. (Total = $107,100)
- We are currently in process of design and construction of a WWTP expansion project and City Staff recommends the Air Plan option to maintain reliability and consistency with Aeration Operations, until the new WWTP is built and we have the ability to ensure all blowers are common unit to ensure better operations and maintenance for this critical equipment.
- There will be some installation cost, estimated at $50,000 and replacement of existing control equipment estimated at $25,000

  - City Manager has reviewed and approved.
  - Finance Director has reviewed and approved.
  - City Attorney has reviewed and approved.
  - City Engineer has reviewed and approved.

# CITY COUNCIL AGENDA FORM

**TARGET IMPLEMENTATION:** July 15, 2023 - Air Plan Agreement Signature

**SIGNIFICANT ACTION DATES**: September 1, 2023 - new Blower installed and online

**ACTION**:

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

| Cost Details: | |
|---|---|
| **Budgeted** | |
| **Actual Bid** | |
| **Estimated Expenditure** | **$21,420 Annually** |
| **Acct. Name(s)** | WWTP Repair & Maintenance |
| **Line Items #** | |
| **Other Funding** | |

**STAFF'S RECOMMENDATION:** Motion to approve Air Plan Agreement with Atlas Copco for a period of five (5) years and associated installation and integration of the Blower estimated at $50,000.

**FISCAL IMPACT**: $107,100 over 5 year period, plus installation and integration expenses of $50,000 (estimated)

## RESOLUTION NO. R-2023-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS AUTHORIZING A BLOWER REPLACEMENT

**WHEREAS,** The current situation at the Wastewater Treatment Plant is at a critical stage, with only one Aeration Blower in operation.

**WHEREAS**, The City contracted with Altas Copco to repair Blower #1 during the last year, but unfortunately, the Blower expense to get the unit back in operation is not economically justified.

**WHEREAS,** The Wastewater Treatment Plant is required to have redundancy for aeration operations which is the most critical operation at an Activated Sludge Wastewater Treatment Plant.

**WHEREAS,** A unique option has been presented to the City by Atlas Copco, the company the city purchased the blower unit from in 2018.

**WHEREAS,** Atlas Copco has offered an agreement for their Air Plan Program, a rental program insuring reliability for the next 5 years for a total of approximately $107,000 in lieu of a replacement unit which would be a greater expense.

**WHEREAS,** The City is currently in the process of design and construction of a Wastewater Treatment Plant Expansion project and City Staff recommends the Air Plan as opposed to purchase at this time in order to allow similar blower units that will be needed for the new WWTP

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

The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

The Air Plan Agreement described in the attached Exhibit 1, and associated installation and integration costs not to exceed $50,000 are ratified.

In the event any clause, phrase, provision sentence, or part of this Resolution or the application of the same to any person or circumstance for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it is the intention of the City Council that the invalidity or unconstitutionality of the one or more parts shall not affect, impair, or invalidate this Resolution as a whole or any part or provision other than the part declared to be invalid or unconstitutional; and the City Council of the City of La Marque, Texas, declares that it would have passed each and every partof the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

DULY PASSED by a majority vote of all members of the City Council of the City of La Marque on the ________ day of ___________ 2023.

________________________
Keith Bell
Mayor

________________________
Kierra Nance, TRMC
City Clerk

Atlas Copco

# Proposal

# La Marque WWTP – Turbo Blower Integrations

**Quote no: 20230619GG**

**06/19/2023**

Thank you for your recent enquiry. Further to our discussions, please find enclosed our quotation as per your requirements.

We trust the enclosed information is of interest and look forward to hearing back with your comments. If you require any further information on this or any of our products or services, please do not hesitate to contact me.

Best Regards,

Gatlin Gold
Municipal Sales Manager – Blowers
281-776-4941
gatlin.gold@atlascopco.com

# Price Summary

| Item | Description | Price |
|---|---|---|
| **001** | **ZB5 VSD+ 140kW Air ANSI 460V** | Air Plan |
| | Atlas Copco Turbo Blower<br>Model: ZB 6 VSD+<br>Motor power: 140 kW<br>Supply voltage: 440-460 V (3 ph)<br>Frequency: 60 Hz<br>Electrical approval: cULus<br>Flanged connection: ANSI flanges<br>Cooling: Air cooled<br>Product company: APF<br>Test certificate: Yes<br>Wooden package: Yes | |
| **002** | **Field Installed Accessories (installed by others)** | $2,860 |
| | 12” Discharge Expansion Joint<br>12” Discharge Isolation Valve (Bray)<br>12” Discharge Check Valve | |
| **003** | **Field Services: Start-up & Training & Freight** | $2,500 |
| | (1) Trip(s) for a total of 1 Day(s) for Installation Check, & Start-up | |
| **004** | **Master Control Panel Integration** | $26,800 |
| | Integration of replacement blower into the existing MCP programming.<br>(1) Controls Engineer (3) Days onsite<br>(1) Blower Technician (2) Days onsite | |
| | **Total (excl VAT) USD** | **$32,160** |
| **Opt.** | Optional Equipment | |
| | (2) SC4500 Analyzers | $8,070 |
| | (4) LDO Probes | $14,990 |
| | (2) SC4500 UV Protection Screens with Sunroof | $1,120 |
| | **Optional Equipment Total (excl VAT) USD** | **$24,180** |

# Payment & delivery conditions

| | |
|---|---|
| **Quote valid to:** | 07/27/2023 |
| **Commissioning:** | Included |
| **Installation:** | Not included |
| **Freight** | Included with AirPlan |
| **Warranty:** | See Standard Conditions of Sale |
| **Payment terms:** | Subject to credit approval |
| **Delivery time:** | 6 Weeks after order approval |
| **Incoterms & location:** | FOB - Free on board |

***Delivery Terms*** Equipment will be delivered in our standard packaging unless otherwise stated (off-loading and positioning to be done by others). Optional items may impact delivery. Delivery time can be confirmed upon acceptance of your order/final instructions to proceed.

# Product Description

## ZB 5-6 VSD$^+$

## ATLAS COPCO OIL-FREE CENTRIFUGAL BLOWER

The Atlas Copco ZB 5-6 VSD$^+$ is the latest generation of magnetic bearings centrifugal blowers It includes advanced features ensuring efficiency to its maximum as well as enhanced reliability. Its plug-and-play design provides simple installation and easy access for service activities.

The Atlas Copco magnetic bearing technology provides operational peace of mind and full control over the rotating component. No matter the conditions, the machine controls and adjusts the shaft’s position at any given time, guaranteeing an optimal operation. Coupled to a highly efficiency permanent magnet motor, this machine is the ideal combination of efficiency and reliability.

Having an efficient technology is only the first step towards the machine’s total efficiency. The Atlas Copco ZB 5-6 VSD$^+$ is also delivered with a state of the art packaging, minimizing the losses from the air entry point to the discharge flange.

The extra touch to the Atlas Copco ZB 5-6 VSD$^+$ is given to the cooling circuits. Proper cooling is built into the blower’s design. Streams of fresh air are running within and around internal components to ensure the lowest possible operating temperature. Thanks to the internal close water loop circuit, the motor and variable frequency drive are maintained at a constant temperature, no matter the environmental or the operating conditions. This design provides an extended reliability as well as an increased lifetime of the machine.

The Atlas Copco ZB 5-6 VSD$^+$ features even more unique benefits. From the modulating blow-off valve extending the machine’s turndown, to the magnetic bearing controller continuous power feed without the need of a UPS, these are making the ZB 5-6 VSD$^+$ the perfect product for any low pressure application.

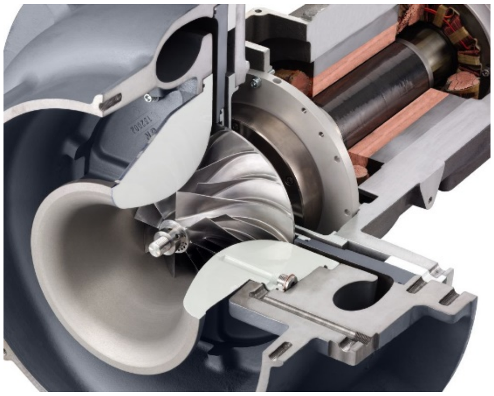
# Reliability

## Atlas Copco magnetic bearing technology

The Atlas Copco magnetic bearing technology is a strong active technology. At any moment, the full control of the shaft is ensured thanks to the magnetic force adjusting the shaft's position, no matter the conditions.

This technology:

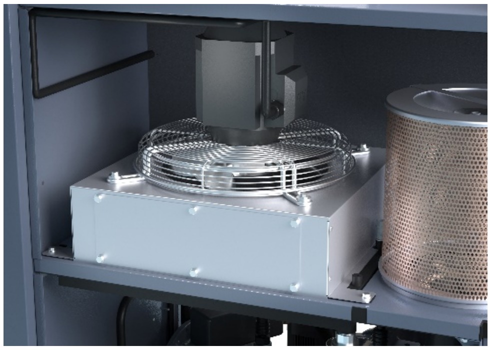
- Ensures a full control over the rotating assembly and a complete adjustment of the shaft's position in order to face any operating conditions
- Has unlimited starts and stops and no contact between stator and rotor at any given moment
- Does not require the use of process air to operate or to cool down components
- Combines air and water cooling to ensure extended components' lifetime within a compact and powerful design
- Does not require the use of a UPS (power battery bank) to provide power to the magnetic bearing controller



## Built-in cooling paths

The Atlas Copco ZB 5-6 VSD$^+$ turbo blower has an advanced cooling design. Several dedicated paths are present to provide the optimum cooling requirement:

- The magnetic bearing cooling path is using fresh air from outside of the blower which is cleaned and ducted directly onto the bearings
- The internal cooling path also uses fresh cleaned air from outside of the machine to circulate around the mechanical components such as the permanent magnet motor
- The Electrical cubicle cooling path is taking fresh air from the bottom of the cubicle to the top, cooling down every cubicle component
- The water-cooling path runs through the permanent magnet motor and high frequency drive, maintaining these key components at their optimum operating temperature



## Regulating blow-off valve

With its new regulating algorithm, the Atlas Copco ZB 5-6 VSD $^+$ features a regulating blow-off valve. This component brings huge benefits to the machine:

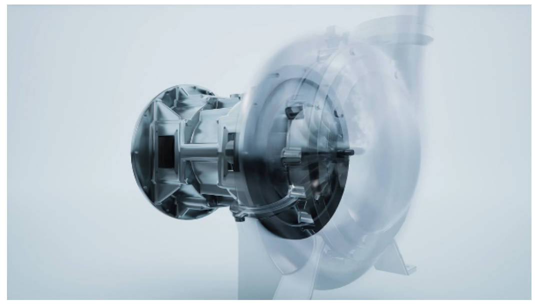
- It allows a quick response to dynamically adjust its position during the blower's operation
- It provides an extended turndown in the area where traditional turbo blowers would surge or shutdown
- It bridges flow gaps between blowers running in parallel, allowing the process to be accurately provided with the exact amount of flow needed

# Efficiency

## Atlas Copco centrifugal blower

Atlas Copco has a long history with centrifugal equipment. For more than a decade, the ZB high-speed turbo blower range proved its superior efficiency. With this new generation, the ZB 5-6 VSD+ continues the success story, putting efficiency in the front line of this product's benefits. The product includes:

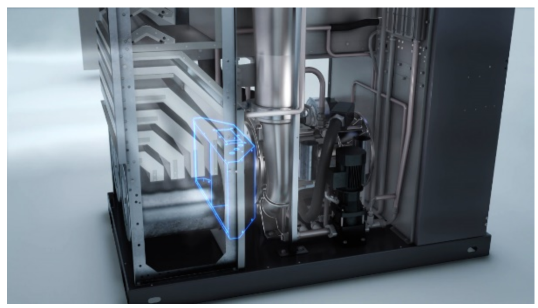
- Magnetic bearing technology for high efficiency operation without the consumption of process air
- High-efficient permanent magnet motor for reduced losses along the speed range and an optimum operation in the complete blower's operating map
- State-of-the-art impeller designed to operate at dedicated pressure levels
- Premium labyrinth seal reducing leakages and energy losses over the compression stage



## Separated process air path

Too often, process air is mixed with cooling air within centrifugal turbo blowers, increasing the power consumption of the machine. The Atlas Copco ZB 5-6 VSD+ is changing this habit and is built with a dedicated air path going to the process, ensuring minimal pressure drops as well as minimal temperature increase. This feature:

- Guarantees energy savings by separating cooling air paths to the process air path and increased flow delivered from the machine
- Ensures the lowest discharge air temperature to the process
- Allows simple ducting for air intake from a remote location

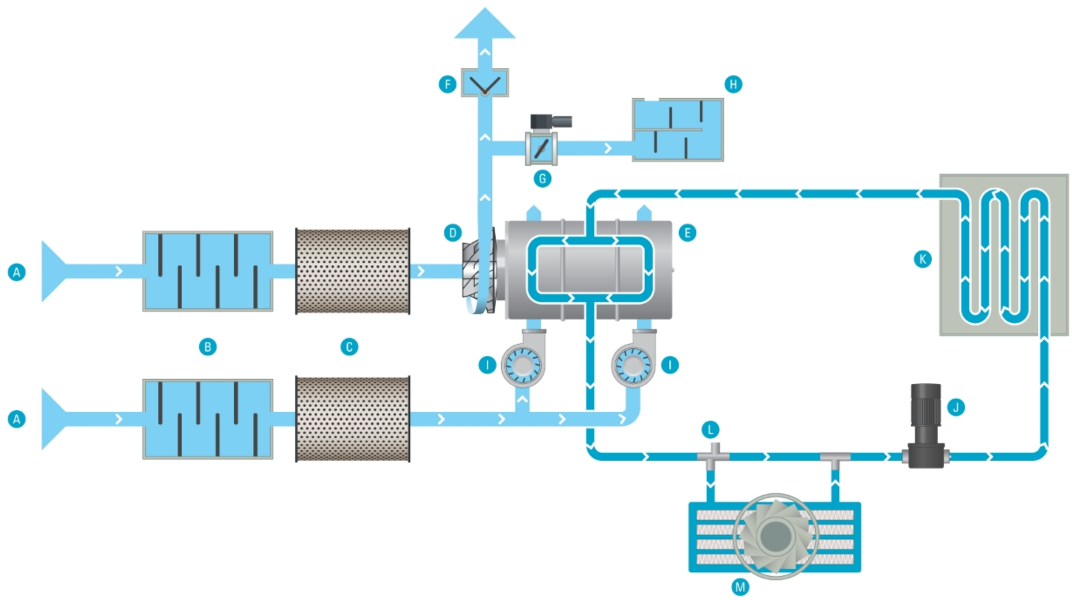


## Plug-and-play package

When designing blowers, Atlas Copco makes a priority to build simple, easy to install and serviceable machines. The Atlas Copco ZB 5-6 VSD+ is a perfect example of this mindset. The machine:

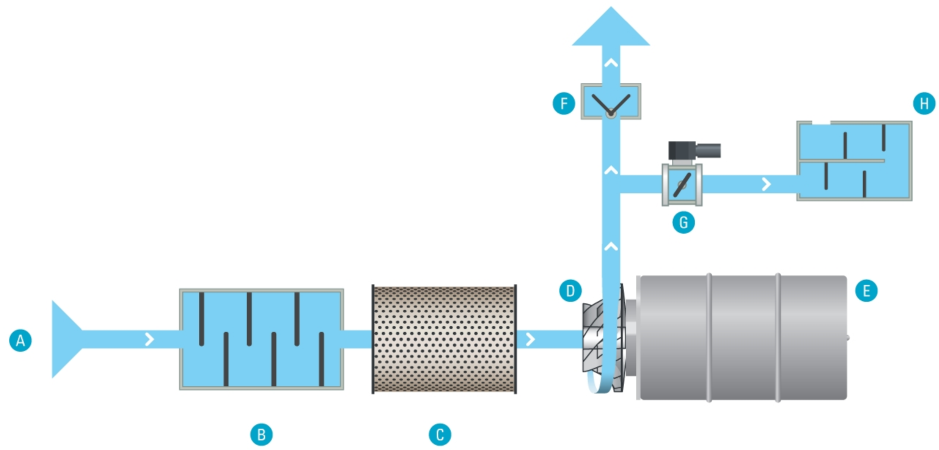
- Includes all necessary components straight from the factory
- Requires a single electrical connection to feed all the machine's electrical components
- Has a reduced footprint and installation space required around the machine
- Is easily transportable with forklift slots embedded within the base frame

## Working principle



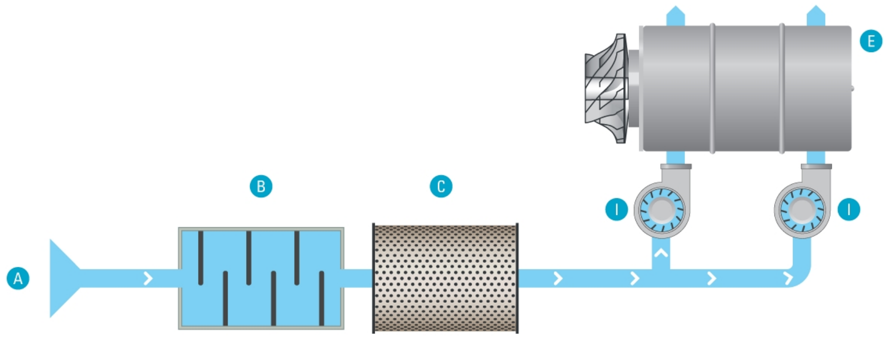

Traditionally, process air is used to cool down components in centrifugal turbo blowers. This, however, has a serious impact on the performance. There is no better way to cool down a component than having a dedicated stream of fresh air. The Atlas Copco ZB blower separates the cooling paths from the process path as it is presented below.

### The process air path



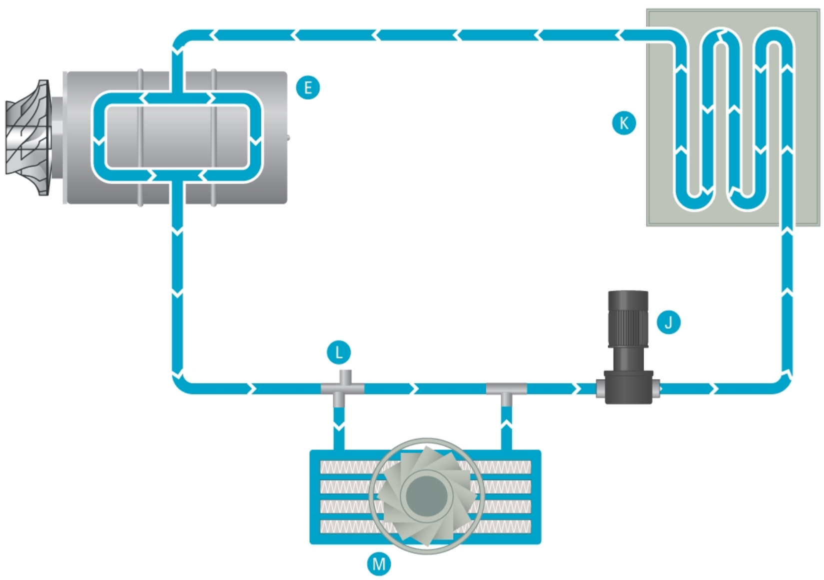

Air is taken from the atmosphere (A), passes through a set of baffles (B) reducing its noise, it is filtered by high-efficiency filters (C) before entering the element via a direct connection. The impeller, which is spinning at high speed (D) provides energy to the air which then will turn into pressure. Air is then delivered to a discharge cone and passes by a high-efficiency check valve (F) before entering the process. The modulating blow-off valve (G) and noise cancelling silencer (H) are present to derivate air from the main line for either protection or regulation purposes.

### The magnetic bearing cooling air system




Air is taken from the atmosphere (A), passes through a set of baffles reducing its noise (B), is filtered through a high-efficiency filter (C) before blown into the bearings via two air fans (I). After cooling down the magnetic bearings, the warm air is being rejected to the centralized location at the top of the machine, which can be ducted or piped outside of the blower room if needed.

## The closed-loop water system




Atlas Copco ZB turbo blowers use an internal water and glycol circuit to cool down the permanent magnet motor and high frequency drive assuring to use them at their best efficiency regardless of the operating or ambient conditions. The closed loop is set-up as followed:  a pump (J) circulates the mix through the line, starting with the water-cooled high frequency drive (K) and then followed by the water-cooled permanent magnet motor (E). Depending on the required cooling capacity, a thermostatic valve (L) adjusts the flow going to the heat exchanger (M) or back to the pump (J).
The heat exchanger includes in the air-cooled machine variants a variable speed air fan to regulate the required cooling power in the most precise way. If there is no need to cool down the liquid after the motor, none of it is passing by the heatsink, totally removing the power consumption of the cooling fan. Heated air from the heat exchanger is then driven towards the centralized cooling air grid before being rejected into the atmosphere (ducted, piped or none of these).

## Scope of supply

- Structural base frame with integrated forklift slots
- Sound enclosure for indoor installation
- High efficiency air inlet filter with electronic sensor
- Integrated baffling system for reduced noise level
- Direct connection between air intake and blower's compression stage
- Atlas Copco's permanent magnet synchronous motor
- Built-in regulation blow-off valve and silencer
- Turbo blower centrifugal single stage impeller
- Integrated close-loop water circuit
- High frequency Variable Speed Drive (VSD / VFD)
- Elektronikon® "Mk5 - control and monitoring system
- RFI filters reducing harmonic disturbances in the electrical network
- AC chokes against high voltage peaks
- Constant power supply to magnetic bearing controller without the use of a battery bank (UPS)
- LC filters protecting the permanent magnet motor from harmonics
- IEC or cULus electrical approval
- TT-TN or IT earthing system
- Remote monitoring and (3G) connectivity
- All alarm and safety devices connected to the blower controller
- Plug-and-play package with singe electrical connection

## Additional features and options

- Low pressure drops check valve
- Compensator for machine's connection to the piping
- Anchor pads
- Performance test certificate
- Witness performance test

# Clarifications

**General:**

1. Installation, piping, elbows, spool pieces, piping hardware, piping gaskets, anchor bolts, housekeeping pads, main power supply fuses and wiring to be provided by others.
2. Vendor standard offering is being proposed.
3. Vendor standard blower sound pressure levels are reported less than 70 [dB(A)] with respect to sizes according to A-weighted emission sound pressure level at the workstation, LpWSAd, according ISO 2151:2004 using ISO 9614/2 (Intensity scanning), at maximum speed and pressure with an uncertainty +3dB.
4. Sizing is based off of conditions from the curves from the ZB110 blower (110°F, 36% RH, 2500SCFM, with a 10.3PSIG discharge pressure).
5. Due to the ongoing power quality issues with your provider, Atlas Copco recommends the addition of a surge protection device. Tom Butcher of PQSolutions, 850.259.4796 can offer direct solutions to protect either the blower or all of your plant equipment. We encourage the city to buy his products direct as they offer an equipment guarantee that if anything happens with the power they cost of repair or replacement is covered under their warranty. Tom will need to assess the problems the site has encountered to provide the best product solution.

# Technical data: ZB 5 VSD+ 140 AC

| Unit data*3 | |
|---|---|
| Mean sound pressure level*2 | 69 dB(A) |
| Cooling air inlet flow | 3634cfm |
| Electrical cubicle cooling flow | 500cfm |
| Total air outlet cooling flow | 4134cfm |
| Length | 74.8 in |
| Width | 47.24 in |
| Height | 77.99 in |
| Net weight | 3717 lb |

| Material | |
|---|---|
| Motor casing | aluminum |
| Volute | aluminum |
| Impeller | aluminum |

| Limitations | |
|---|---|
| Maximum ambient temperature | 113 °F |
| Minimum ambient temperature | 14 °F |
| Maximum ducted inlet temperature | 104 °F |
| Minimum ducted inlet temperature | -22 °F |
| Maximum cooling air inlet temperature | 113 °F |
| Minimum cooling air inlet temperature | 14 °F |
| Maximum altitude (above sea level) | 3280.84 ft |
| Maximum effective working pressure | 16psi(g) |

| Installation connections | |
|---|---|
| Compressed air outlet | 12" - 150 lbs |
| BOV outlet | 15x94 inch |

| Main drive motor | |
|---|---|
| Motor manufacturer | Atlas Copco |
| Motor nominal power | 188 hp |
| Motor service factor | 1 |
| Motor protection class | IP 51 |

| | |
|---|---|
| Bearing type | active magnetic bearing |
| Motor synchronous speed | 30000 rpm |
| Insulation class | H |
| Motor winding protection | PT100 (4x) |

| **Electrical data** | |
|---|---|
| Supply voltage | 440 - 460V |
| Supply frequency | 60Hz |
| Package current*4 | 219A |

| **Main feeder circuit protection (Customer's installation) *5** | |
|---|---|
| Main fuse type | gR or HS Class J |
| Maximum main fuse size | 3x350 A |
| Main control panel short-circuit current rating | 65 kA |

| **Approvals** | |
|---|---|
| Electrical approval | cULus |

| **Notes** |
|---|
| *1 Free air delivery (FAD) corresponds to 'volume flow rate of air' according to ISO 18740:2016. Guaranteed with a tolerance of +/- 4%. FAD (Free Air Delivery) is measured at the above stated reference conditions. |
| *1 Specific energy requirement corresponds to 'Specific power consumption' according to ISO 18740:2016. Guaranteed with a tolerance of +/-5%. |
| *2 A-weighted emission sound pressure level at the work station (LpWSAd).<br>Measured according to ISO 2151: 2008 using ISO 9614-2 (sound intensity scanning method).<br>The added correction factor (+/- 3 dB(A)) is the total uncertainty value (KpAd) conform with the test code.<br>For air cooled machines, sound pressure levels are stated with ducting of outlet cooling air according the installation proposal |
| *3 Unit data is valid at reference conditions |
| *4 Package current is the current a compressor uses<br>- at reference ambient conditions<br>- at 100 % load<br>- at design point<br>- at nominal voltage<br>- right before service interval (including fouled filters, etc). |

| |
|---|
| *5 The pre-described fuses OR circuit breaker are maximum main fuses or circuit breaker to protect the installed compressor electrical panel.<br>Cable and fuse or circuit breaker selection will depend on customer's installation.<br>Fuses or circuit breaker of the same type/class are mandatory. Not installing these fuses or circuit breaker will void warranty in case of an electrical failure.<br>Installing smaller fuses might lead to smaller supply cables. If Main circuit breaker shown as NA (not applicable), only fuses are allowed. |
| The information in this document is subject to change without prior notice. |

Publication date: April 28, 2023

# Terms and Conditions of Sale

**GENERAL** – Unless otherwise expressly agreed in writing by a duly authorized representative of Atlas Copco these terms and conditions supersede all other communications and agreements and notwithstanding any conflicting or different terms and conditions in any order or acceptance of Purchaser, all sales and shipments shall exclusively be governed by these terms and conditions. When used herein "affiliates" shall mean Atlas Copco AB and its wholly-owned subsidiaries. Section headings are for purposes of convenience only. "Products" as used herein shall include products, parts and accessories furnished Purchaser by Atlas Copco. Orders shall be subject to acceptance at Atlas Copco Compressors LLC's principal corporate offices in Rock Hill, South Carolina.

**DELIVERY** – Unless otherwise agreed in writing, Products manufactured, assembled or warehoused in the continental United States are delivered F.O.B. shipping point, and Products shipped from outside the continental United States are delivered F.O.B. point of entry. Where the scheduled delivery of Products is delayed by Purchaser or by reason of any of the contingencies referred to in Section 5. Atlas Copco may deliver such Products by moving it to storage for the account of and at the risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Atlas Copco reserves the right to make delivery installments.

**SECURITY AND RISK OF LOSS** - Upon request from Atlas Copco, Purchaser agrees to execute a security agreement covering the Products sold or other assets and to perform all acts which may be necessary to perfect and assure a security position of Atlas Copco. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, the risk of loss or damage shall pass to Purchaser and delivery shall be deemed to be complete upon delivery to a private or common carrier or upon moving into storage, whichever occurs first, at the point of shipment for Products assembled, manufactured or warehoused in the continental United States or at the point of entry for Products shipped from outside the continental United States.

**PAYMENT** – If Purchaser fails to pay any invoice when due, Atlas Copco may defer deliveries under this or any other contract with Purchaser, except upon receipt of satisfactory security for or cash in payment of any such invoice.
A service charge of the lesser of 1% per month or the highest rate permitted by applicable law shall be charged on all overdue accounts. Failure on the part of Purchaser to pay invoices when due shall, at the option of Atlas Copco, constitute a default in addition to all other remedies Atlas Copco may have under these conditions of sale or applicable law. If, in the judgment of Atlas Copco, the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified. Atlas Copco may require payment in advance or cancel any outstanding order, whereupon Atlas Copco shall be entitled to receive reasonable cancellation charges. If delivery is delayed by Purchaser, payment shall become due on the date Atlas Copco is prepared to make delivery. Should manufacture be delayed by Purchaser, pro rata payments shall become due if and to the extent required at Atlas Copco by its contracts with the manufacturer. All installment deliveries shall be separately invoiced and paid for without regard to subsequent deliveries. Delays in delivery or non-conformities in any installment shall not relieve Purchaser of its obligations to accept any pay for remaining installments.

**FORCE MAJEURE** – Atlas Copco shall not be liable for loss, damage, detention, or delay, nor be deemed to be in default from causes beyond its reasonable control including but not limited to acts of God, fire, storm, strike or other concerted action of workmen, act or omission of any governmental authority or of Purchaser, compliance with import or export regulations, insurrection or riot, embargo, quarantine, epidemic, pandemic, delays or shortages in transportation, or inability to obtain necessary engineering talent, labor, materials, or manufacturing facilities from usual sources. In the event of delay due to any such cause, the date of delivery will be postponed by such length of time as may be reasonably necessary to make up for such delay.

**NEW PRODUCT WARRANTY** – Atlas Copco warrants to the Purchaser that all stationary compressors, portable compressors, compressed air dyers, Atlas Copco-designed compressor parts and other Products manufactured by Atlas Copco and affiliates shall be free of defects in design, material and workmanship for a period of fifteen (15) months from date of shipment to Purchaser, or twelve (12) months from date of initial start-up, whichever occurs first, except as set forth below or in the New Products Warranty attached hereto.
Should any failure to conform with this warranty appear prior to or after shipment of the Product to Purchaser during the specified periods under normal and proper use and provided the Product has been properly stored, installed, handled and maintained by the Purchaser, Atlas Copco shall, if given prompt notice by Purchaser, repair or replace, the non-conforming Product or authorize repair or replacement by the Purchaser at Atlas Copco's expense.
Replaced Products become the property of Atlas Copco.
Atlas Copco warrants Products or parts thereof repaired or replaced pursuant to the above warranty under normal and proper use, storage, handling, installation, and maintenance, against defects in design, workmanship and material for a period of thirty (30) days from date of start-up of such repaired or replaced Products or parts thereof or the expiration of the original Product warranty, whichever is longer.
When the nature of the defect is such that it is appropriate in the judgment of Atlas Copco to do so, repairs will be made at the site of the Product. Repair or replacement under applicable warranty shall be made at no charge for replacement parts, F.O.B. Atlas Copco Warehouse, warranty labor, serviceman transportation and living costs, when work is performed during normal working hours (8 a.m. to 4:30 p.m. Monday through Friday, exclusive of holidays). Labor performed at other times will be billed at the overtime rate then prevailing for services of Atlas Copco personnel.
The Atlas Copco warranty does not extend to Products not manufactured by Atlas Copco or affiliates. As to such Products, Purchaser shall be entitled to proceed only upon the terms of that particular manufacturer's warranty. The Atlas Copco warranty does not apply to defects in material provided by Purchaser or to design stipulated by Purchaser.
Used Products, Products not manufactured by Atlas Copco or affiliates and Products excluded from the above warranties are sold AS IS with no representation or warranty, and ALL WARRANTTIES OF QUALITY, WRITTEN, ORAL, OR IMPLIED, other than may be expressly agreed to by Atlas Copco in writing, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTIABILITY OR FITNESS, ARE HEREBY DISCLAIMED.
Any services performed by Atlas Copco in connection with the sale, installation, servicing or repair of a Product are warranted to be performed in a workmanlike manner. If any nonconformity with this warranty appears within 45 days after the services are performed, the exclusive obligation of Atlas Copco shall be to re-perform the services the services in a conforming manner.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY, WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS ARE HEREBY DISCLAIMED. Correction of nonconformities as provided above shall be Purchaser's exclusive remedy and shall constitute fulfillment of all liabilities of Atlas Copco (including any liability for direct, indirect, special, incidental or consequential damage) whether in warranty, strict liability, contract, tort, negligence, or otherwise with respect to the quality of or any defect in Products or associated services delivered or performed hereunder.

**LIMITATION OF LIABILITY** – IN NO EVENT SHALL ATLAS COPCO BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, however arising, whether in warranty, strict liability, contract, tort, negligence or otherwise, including but not limited to loss of profits or revenue, loss of total or partial use of the Products or facilities or services, downtime cost, or claims of the Purchaser for such or other damages whether on account of Products furnished hereunder or delays in delivery thereof or services performed upon or with respect to such Products. Atlas Copco's liability on any claim whether in warranty, strict liability, contract, tort, negligence or otherwise for any loss or damage arising out of, connected with, or resulting from this contract or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, servicing, operation or use of any Product covered by or furnished under this contract shall in no case (except as provided in the section entitled "Patent Indemnity") exceed the purchase price allocable to the Product or Part thereof which gives rise to the claim.
All causes of action against Atlas Copco arising out of or relating to this contract or the performance hereof shall expire unless brought within on year of time of accrual thereof.

**PRICES** – Prices to the Purchaser shall be the Atlas Copco list price in effect at time of order. Atlas Copco may, upon thirty (30) days prior written notice to Purchaser, change prices, or other terms of sale affecting the Products, by issuing new price schedules, bulletins or other notices.
This contract applies to new Products only. Purchases of used equipment shall be on terms to be agreed upon at time of sale to Purchaser.
This price does not include any Federal, state or local property, license, privilege, sales, service use, excise, value added, gross receipts, or other like taxes which may now or hereafter by applicable to, measured by or imposed upon or with respect to this transaction, the property, its purchase, sale, replacement, value, or use, or any services performed in connection therewith. Purchaser agrees to pay or reimburse Atlas Copco, its subcontractors or suppliers any such taxes, which Atlas Copco, its subcontractors or suppliers are required to pay or collect or which are required to be withheld by Purchaser.
The price shall also be subject to adjustment in accordance with the published Price Adjustment Clauses, which price adjustment information shall supersede the terms of this Section 8, where inconsistent herewith.

**INFORMATION FURNISHED PURCHASER** – Any design, manufacturing drawings or other information or materials submitted to the Purchaser and not intended for dissemination by Purchaser remain the exclusive property of Atlas Copco and may not, without its consent, be copied or communicated to a third party.

**PATENT INDEMNITY** – For purposes only of this Section 10, where used, the designation "Atlas Copco" shall be deemed to mean Atlas Copco North America Inc. and its subsidiaries.
Atlas Copco shall at its own expense defend any suits or proceedings brought against purchaser insofar as based on an allegation that Products furnished hereunder constitute an infringement of any claim of any patent of the United States of America, other than a claim covering a process performed by said Products or a product produced by said Product, provided that such Products are manufactured by Atlas Copco, are not supplied according to Purchaser's detailed design, are used as sold by Atlas Copco. Purchaser shall have made all payments then due hereunder, and Atlas Copco is notified promptly in writing and given authority, information and assistance for the defense of said suite or proceeding; and Atlas Copco shall pay all damages and costs awarded in any suit or proceeding so defended, provided that his indemnity shall not extend to any infringement based upon the combination of said Products or any portion thereof with other Products or things not furnished hereunder unless Atlas Copco is a contributory infringer. Atlas Copco shall not be responsible for any settlement of such suit or proceeding made without its written consent. If in any suit or proceeding defended hereunder any Product is held to constitute infringement, and its use is enjoined, Atlas Copco shall, at its option and its own expense, either replace said Products with non-infringing Products; or modify them so that they become non-infringing; or remove them and refund the purchase price and the transportation costs thereof. THE FOREGOING STATES THE ENTIRE LIABILITY OF ATLAS COPCO AND AFFILIATES WITH RESPECT TO PATENT INFRINGEMENT.
To the extent that said Products or any portion thereof are supplied according to Purchaser's detailed design or instructions, or modified by Purchaser, or combined by Purchaser with equipment or things not furnished hereunder, except to the extent that Atlas Copco is a contributory infringer, or are used by Purchaser to perform a process, or produce a product, and by reason of said design, instructions, modification, combination, performance or production, a suit or proceeding is brought against Atlas Copco, Purchaser agrees to indemnify Atlas Copco in the manner and to the extent Atlas Copco indemnities Purchaser in this Section 10 insofar as the terms hereof are appropriate.

**ASSIGNMENT** – Any assignment of this contract or any rights hereunder, without prior written consent of Atlas Copco by a duly authorized representative thereof shall be void.

**TERMINATION** – Any order or contract may be cancelled by Purchaser only upon payment of reasonable charges (including an allowance for profit) based upon costs and expenses incurred, and commitments made by Atlas Copco.

**PARTIAL INVALIDITY** – If any provision herein or portion thereof shall for any reason be held invalid or unenforceable, such invalidity or enforceability shall not affect any other provision or portion thereof, but these conditions shall be construed as if such invalid or unenforceable provision or portion thereof had never been contained therein.

**REMEDIES** – The remedies expressly provided for in these conditions shall be in addition to any other remedies, which Atlas Copco may have under the Uniform Commercial Code or other applicable law.

**SMARTLINK**: The equipment may include a data monitoring service called SMARTLINK. The data received by Atlas Copco may be used by Atlas Copco and certain third-party distributors and contractors for the purpose of increasing overall customer service. Atlas Copco will use commercially reasonable efforts to ensure that Purchaser's data is kept confidential. Purchaser acknowledges that the use of the SMARTLINK is provided "as is", that use of the service is entirely at Purchaser's risk, and that Atlas Copco may discontinue the SMARTLINK service at any time. Purchaser may request discontinuance of the SMARTLINK service at any time.

**NOTE**: Sale of the equipment or services described or referred to herein at the price indicated is expressly conditioned upon the terms and conditions set forth on the front and back of this page. Any confirmatory action by the Purchaser hereunder, or any acceptance of such equipment of services, shall constitute assent to said terms and conditions. Any additional or different terms or conditions set forth in the

Purchaser's order or other communications are objected to by Seller and shall not be effective or binding unless assented to in writing by an authorized representative of Seller.

**PAYMENT TERMS**

Unless expressly agreed to in writing on a specific contract or order, our standard payment terms are:

For orders under $75,000 the payment terms shall be **Net 30 days** from date of shipment.

For orders over $75,000 or with lead times greater than six months the following terms shall apply:

**1. Domestic Shipments**

NET 30 for all progress payments

A. 20% of the contract value upon approval of submittal package
B. 60% of the contract value upon satisfactory completion of factory tests or shipment from factory
C. 15% of the contract value upon delivery to site
D. 5% of contract value upon commissioning and final acceptance, not to exceed 180 days from delivery

For late payments, the customer agrees to pay the greater value of $250 per business calendar day for payment not received or

A. 1.5% of the invoice value if not paid in full within 10 business days of the agreed upon NET 45 terms
B. 2.5% of the invoice value if not paid in full within 20 business days of the agreed upon NET 45 terms
C. 3% of the invoice value per calendar month if not paid in full

**2. Export Shipments**

All export shipments are subject to purchaser arranging for an irrevocable letter of credit in favor of Atlas Copco Compressors LLC, from a recognized American bank.

Should the order fall in a category that requires progress payments, the letter of credit shall be arranged to release payment in accordance with the agreed payment schedule.

**3. Payment Retention**

Payment retention will not be allowed. An irrevocable bank letter of credit will be furnished at Atlas Copco's expense in lieu of retention.

**4. Credit Approval**

**All terms are subject to credit approval by Atlas Copco Compressors LLC.**

**CANCELLATION SCHEDULE**

The following cancellation schedule shall apply to orders once released to manufacture.

**Definitions:**

**Standard Stocked Equipment** - equipment as shown in the current catalog and available for shipment from the US Distribution Center.
**Standard Non-Stocked Equipment -** equipment as shown in the current catalog but not currently stocked at the US Distribution Center.
**Engineered Equipment** - equipment requiring customized features not shown in the current catalog.

**Orders for Standard Non-Stocked Equipment**

A) After production has started:
* 40% of equipment price

B) After production has been completed:
* 60% of equipment price

**Orders for Engineered Equipment**

A) After production has started
* 40% of the base machine price
* 40% of optional equipment of purchased materials will be charged

B) After production has completed
* 60% of the base machine price
* 100% of optional equipment

# CITY OF LA MARQUE

**Attn:** Rick Sailer
1111 BAYOU RD
LA MARQUE TX 77568-4160
R.SAILLER@CITYOFLAMARQUE.ORG
**AIRPlan Quote #** 042023CITYX26
**Quote Date:** 04/26/2023

Dear Rick Sailer,

Thank you for your inquiry. We are pleased to provide our quotation for **AIR***Plan* services.
**AIR***Plan* is designed to provide our customers with worry-free operation using the highest efficiency equipment, while ensuring maximum availability. Atlas Copco will relieve the burden of asset management and maintenance planning by assuming the responsibility of delivering the compressed air.

You will be notified when service is due, and a mutually suitable date will be arranged. This will significantly reduce the chance of breakdown as potential problems will be recognized in advance. Appropriate preventive measures will be taken before any problems occur and production is jeopardized.

Atlas Copco is always available to provide you solutions for all your compressed air needs, from generation to point of use while guaranteeing the best performance for your whole system. Genuine parts and lubricants, specially developed for your compressor needs, are kept in stock and our service technicians are always up to date with our maintenance standards and will provide you with the best service in the market.

In case you need additional information on this quotation or any of our other service products, please feel free to contact me at any time.

Best regards,

Thomas McDaniel
Sales Manager
Phone:
Email: thomas.mcdaniel@atlascopco.com

**Atlas Copco Compressors, LLC.**
300 Technology Center Way, Suite 550
Rock Hill, SC 29730 USA

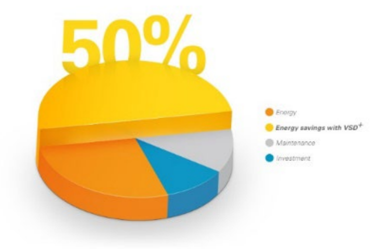
## A Complete Solution

AIRPlan is a complete solution combining Atlas Copco equipment and full service. This allows you to focus on your business through reliable compressed air supply and a flexible contract.

## A Complete Air System

AIRPlan uses the most efficient Atlas Copco compressor technologies, like VSD$^+$, for the supply of compressed air. If required, our compressors can be equipped with dryers and filters to achieve clean and dry compressed air quality.

## Energy saving




AIRPlan gives you access to the best performance and lowest energy consumption due to VSD$^+$ (Variable Speed Drive) technology. By monitoring the system pressure and the compressor output, VSD technology continuously adjusts the compressed air flow to match your demand.

## A Full Service

We deliver on-time preventive maintenance by expert engineers using genuine Atlas Copco parts. This is your best guarantee for uninterrupted performance at the highest efficiency levels.

Benefit from:

- Full coverage of repairs and breakdown interventions
- Priority support with a guaranteed response time

Atlas Copco Full Service and Maintenance consisting of:

- Genuine parts: all parts, kits and lubricants for carrying out scheduled maintenance as described in the instruction manual, as well as parts for unexpected issues.
- Technical labor: own Atlas Copco trained and certified service technicians to perform all preventive and corrective maintenance
- Travel costs: including travel time, mileage, meals and hosting when needed

## Full Control of Costs

**AIR***Plan* consists of one monthly fee based on expected running hours of the equipment that best suits your operation. At the end of each year, the exact number running hours will be recorded using SMARTLINK monitoring. If the number of actual running hours for the year exceed, the maximum running hours, a fee per additional running hour will be charged. If your actual running hours do not exceed the maximum annual running hours, there will be no additional charges.

## *Pricing Summary*

**Actual Annual Running Hours < Estimated Yearly Running Hours (Table 1 Below)** - **AIR***Plan* Monthly fee up to Estimated Yearly Running Hours

> ****Less than Estimated Yearly Running Hours*** *– Provided actual running hours less than estimated plan hours annually, there will be no refund and or credits.*

**Actual Annual Running Hours > Estimated Yearly Running Hours(Table 1 Below)** - When annual running hours exceed Estimated Yearly Running Hours stated above, the Variable Price per Excess Running Hour above will be multiplied by the excess number of running hours and invoiced at the anniversary of the **AIR***Plan* contract.

- If 8000 Estimated Yearly Running Hours selected above, customer will not be subject to Variable Price Per Excess Running Hour
- Greater than Estimated Yearly Running Hours - Provided estimated running hours plan are exceeded prior to, or by anniversary date from startup/commissioning of the **AIR***Plan* Agreement. Subject to review and or an additional Invoice can or will be assessed for the excess hours above the estimated plan x hourly variable fee.

## *Invoicing – What to Expect*

- **AIR***Plan* Monthly Fee to be invoiced each month
- **If Applicable in* **AIR***Plan Anniversary Month**
  - Excess Actual Running Hours of Estimated Yearly Running Hours multiplied by Variable Price Per Excess Running Hour

## *Installation*

- **AIR***Plan* scope of services may include an option where Atlas Copco is responsible for the installation of the Equipment. In this case, the cost of initial installation is amortized and included in the monthy fee for the first 24 months. You only pay the full value of the installation early in the event Equipment is up or down-sized or if you terminate the **AIR***Plan* contract prior to its Term.

## *Flexibility – Right Size at the Right Time*

If your production demand increases, you can upgrade your machinery. In case of decreased compressed air demand, it is possible to downsize your equipment. By continuously monitoring your consumption, we make sure that your compressor room remains the best fit for your compressed air needs.

## *SMARTLINK – Remote Monitoring and Analysis*

**AIR***Plan* includes SMARTLINK Energy license. We monitor the equipment 24/7, so that you don't have to.

## *Plan Duration*

- **AIR***Plan* contract durations are flexible. We offer 2, 3, 4 and 5 year plans with a minimum period of 24 months for any type of equipment. Pricing is set for the duration of the contract. You may cancel the **AIR***Plan* contract without early termination fees at any time after the first 24 months.

***Planned Maintenance*** *will be scheduled 1 week in advance at a mutually agreed designated time during normal business hours. Preventative Maintenance parts and or service parts will be dropped shipped to the equipment site for work to be completed by Atlas Copco Technicians.*

## *Table 1 - Pricing and Services Summary*

**Summary of Contract Period**

| Period | Monthly Invoice Amount |
|---|---|
| **Months 1-60**<br>**AIRPlan Equipment** | $1,780.21 |

**AIRPlan Equipment - Monthly**

| Machine Description | Estimated Yearly Running Hours | Service Type | Plan Duration | AIRPlan Fixed Charge | Variable Charge Per Excess Running Hour |
|---|---|---|---|---|---|
| ZB 5 VSD 140 (Air Cooled) (8152191481) | 4000 | AIRPlan | 5 Year Agreement | $1,780.21 | $3.44 |

***Pricing does not include installation or any applicable taxes.*** *If Installation Plan option is used and included in this plan, details are outlined in the section titled* ***"Installation Plan (Optional)"*** *above.*

This quote is valid for **30 days** from generation.

Equipment Ship To Address ______________________________

Atlas Copco AIRPlan TERMS AND CONDITIONS form an integral part of this quotation.

---

### Customer Acceptance

Signature ____________________

Printed Name ____________________

Title ____________________

Date Signed ____________________

### Purchase Order & Billing Information

PO Number ____________________

PO Expiration Date ____________________

AIRPlan Billing occurs Monthly.

By signing this agreement, you are authorizing Atlas Copco Compressors LLC to automatically invoice as detailed above, using the PO number and invoicing frequency.

---

### Atlas Copco Approval

Signature ____________________

Date ____________________

Printed Name ____________________

Title ____________________

# AIRPlan Terms and Conditions (Annex 1)

**1. Definitions**

1.1 In this Agreement, the following terms shall have the meanings set opposite, unless the context otherwise requires:

"Company" means Atlas Copco Compressors LLC (a Delaware limited liability company having its principal place of business at 300 Technology Center Way, Suite 550, Rock Hill, South Carolina 29730, USA)

"Company's Depot" means the depot located at 11313 Steele Creek Rd., NC, 28273, Charlotte.

"Contract Period" means the period from the Date of Commencement to the Date of Termination as specified in the Order;

"Date of Installation or Commencement Date" means the date when the Equipment is installed at the customer site and commissioned by an Atlas Copco technician;

"Date of Termination" means the time at which the Equipment is returned to the Company's Depot or other location previously agreed between the Company and the Customer;

"Equipment" means any type of machinery or equipment whatsoever provided by the Company to the Customer on a rental basis and any part or parts thereof and includes spare parts, fuel and tools issued and all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for it;

"Customer" means the person, firm, company or other legal entity ordering the Equipment and Services, including the ultimate client of the Customer;

"Fixed Charge" means the charge payable by the Customer irrespective of the number of running hours of the Equipment;

"Installation Charge" means the charge for installing and un-installing the Equipment.

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, trade names, domain names, rights to goodwill, rights in designs, rights in computer software (including source code and object code), database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and similar or equivalent rights which subsist or will subsist now or in the future in any part of the world;

"Invoice" means an invoice issued by the Company to the Customer in accordance with clause 6 below;

"Normal Business Hours" means Monday to Friday 8am to 5pm, excluding local and public holidays.

"Order" means the order from the Customer to the Company confirming that the Customer will proceed with the use of the Equipment on the terms set out in the Quotation and this Agreement;

"Postponement Period" means a period of 30 days starting on the provided Date of Installation;

"Quotation" means the quotation submitted by the Company to the Customer for the use of the Equipment and Services and any subsequent written amendment thereto;

"Services" means the services to be performed by the Company in accordance with the terms and conditions of the Agreement and as listed in the Quotation;

"Site" means the site at which the Equipment will be located and utilized as intimated to the Company by the Customer;

"Variable Charge" means the charge payable by the Customer calculated on the number of running hours of the Equipment.

1.2 The singular number includes the plural and vice versa. The masculine gender includes the feminine gender. Reference to persons includes companies and other forms of legal entity. Headings are for reference only.

1.3 This Agreement, together with the Quotation and any other documents referred to herein, constitutes the entire agreement between the Company and the Customer with respect to the use of Equipment and Services, superseding all proposals, negotiations and counter-proposals. The Company and the Customer acknowledge and agree that in entering into this Agreement, and any documents referred to herein, they do not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement as a warranty.

1.4 The terms and conditions of this Agreement shall override any terms and conditions of purchase or rental of the Customer including, but not limited to, those included by the Customer in its acceptance of this Agreement or posted by the Customer on its internet site. Any special conditions stated on the front of this Agreement or any Quotation shall apply equally with the terms of this Agreement except that, in the event of any conflict, the special conditions shall prevail.

**Provisions applicable to both use of the Equipment and the Services**

**2. Duration of the Agreement**

This Agreement shall enter into force either when a) the Customer confirms acceptance of the Quotation or b) the Customer issues an Order to the Company for Services offered in the Quotation, and shall continue until the Date of Termination.

**3. Variations**

3.1 The Customer may issue written requests to the Company to make a variation to the Quotation or Order which is within the capability and resources of the Company only after a minimal duration of **24 months** after the Date of Installation. The Company shall be entitled to a reasonable amount of time to review and or reject a proposed variation. If in the negotiation of a variation, the Company incurs cost and expenses, the Customer shall be responsible for such costs and / or expenses.

3.2 Any commercial adjustment to the Fixed and / or Variable Charge resulting from any proposed variation shall be valued at the appropriate Fixed and Variable Charge set out in the Quotation or Order. Any commercial adjustment to the Fixed and / or Variable Charge shall be detailed in the variation communications annually.

3.3 A variation shall not be binding on the Company until such time as it is agreed and signed by an authorized representative of the Company.

**4. Order postponement / cancellation and or early termination**

4.1 Order Postponement

Where the Customer has supplied the Company with an Order and a Date of Installation is established, if the Customer subsequently informs the Company of a delay or postponement to the Date of Installation then an amount equal to the Fixed Charge stated in the Quotation and shall be payable by the Customer from the Date of Commencement until such Equipment is collected or mobilized to Site or, if earlier, the expiry of the Postponement Period. In the event that the Postponement Period expires prior to the Equipment being collected or mobilized to Site, the Company is entitled to terminate the Agreement without any compensation being due to the Customer. In such event, the Customer shall pay to the Company the Fixed Charge limited and equal to the remaining/open number of months to the minimum period referred on item 3.1.

4.2 Cancellation

Where the Customer has issued the Company with an Order to make ready Equipment for that Order and the Customer, before mobilization of the Equipment cancels that Order, the Customer will be liable for the full Fixed Charge for the Contract Period as it was specified in the Order.

4.3 Early termination

Where the Customer gives notice to the Company that the Equipment is to be returned to the Company's Depot prior to the Date of Termination as set out in the Quotation and/or Order, then the Customer will be liable for early termination fees in the amount of the full Fixed Charge remaining until the original Date of Termination plus Installation Charge as set forth in the Quotation. Notwisthanding the foregoing, Customer will incur no early termination fee if the Agreement is terminated at any time after 24 months from the Date of Commencement. In the event the Agreement is terminated in part, early termination fees shall apply to the Equipment so terminated on a pro rata basis.

**5. Non- Solicitation**

The Customer and / or its clients or associates shall not solicit or entice away or endeavor to solicit or entice away any individual person(s) who is employed or engaged by the Company as an employee, consultant or other role and with whom the Customer has had any dealings with whatsoever during the course of performance of any Order. Upon completion of an Order this provision shall remain in force and shall cease to be effective after a period of six months from a further Order being placed with the Company.

**6. Fixed, Variable and Installation Charges**

(a) Unless otherwise agreed in the Order, the Company shall send an Invoice to the Customer for 1/12 of the Fixed Charge every calendar month in arrears and the Customer shall pay all sums due under the Invoice within thirty (30) days of the date of the Invoice. The Variable Charge, if any, shall be invoiced to the Customer once a year on the anniversary of the Commencement Date. The Fixed and Variable Charge shall be paid to the Company on the bank account as stated on the Invoice. In addition, the Customer will pay Value Added Tax at the rate for the time being in force, wherever applicable. All sums due hereunder shall be paid in USD, unless otherwise agreed between Parties. All payments to be made by either party under this Agreement shall be made without withholding or set-off on account of disputes, counterclaims or for any other reason whatsoever.

(b) If installation is not included within the scope of this Agreement, Customer shall be responsible for arranging the installation of the Equipment at its cost, and shall be responsible for the Fixed Charge and Variable Charge (if any) as set out in the Quotation.
If installation is included within the scope of this Agreement and is performed by Company, then Installation Charge is amortized for 24 months after the Date of Commencement as set out in the Quotation and shall be payable by Customer in addition to the Fixed Charge and Variable Charge, if any. In the event Customer and Company mutually agree to up- or down-scale the Equipment prior to the expiration of the Date of Termination, Installation Charge shall be the responsibility of the Customer and shall be paid prior to installation of new Equipment. In this instance, Installation Charge shall be limited to and equal to the remaining/open number of months remaining until expiration of 24 month period set forth above.

**7. Non-payment of Fixed and/or Variable Charge**

In the event of the Customer failing to pay the Fixed and / or Variable Charges on the due date in terms of Clause 6 above then, without limiting the Company's other rights to terminate the Agreement in accordance with Clause 13 below, interest will be charged on the outstanding Fixed and Variable Charge at the monthly rate of 1.5% (18% per annum) or maximum rate allowed by law, whichever is lower. In the event of the Company being required to recover the Fixed and / or Variable Charge by due process of law, the Customer shall be responsible for all legal fees and expenses incurred by the Company in recovery of all sums outstanding.

**8. Limitation of Liability**

8.1 The Company's liability under this Agreement shall be limited (to the fullest extent that such liability may be limited by law) to (1) the death or injury of any person; and (2) damage to property belonging to the Customer or any third party, arising in both cases as a result of (a) any negligent act or omission on the part of the Company, its employees, agents or those for whom the Company is responsible in law; or (b) the negligent operation or use of any property belonging to the Company, with the exception of (i) the Equipment, its operation or use (unless caused by a defect in the Equipment) and/or (ii) any property of the Company (including the Equipment) which has been used in a manner contrary to the Company's instructions or guidelines or outside the Company's reasonable supervision or control.

8.2 The Company accepts no responsibility for any other loss, injury or damage, arising out of (1) the operation or use of the Equipment; (2) any property of the Company which has been used in a manner contrary to the Company's instructions or guidelines or outside the Company's reasonable supervision or control; (3) the activities or negligence of any party with the exception of the Company, its employees, agents or those for whom it is responsible in law; and (4) the property of the Customer or any third party.

8.3 The Customer shall be solely responsible for and keep the Company fully indemnified against all claims, demands, liabilities, losses, damages, proceedings, costs and expenses which may be brought against or incurred by the Company as the result of (1) any accident involving the Equipment, its operation or use (other than death or personal injury resulting from the negligence of the Company or its employees or agents); or (2) any negligent act or omission on the part of the Customer, its employees, agents or those for whom the Customer is responsible in law; or (3) any accident involving property belonging to the Company where such property has been operated or used in a manner contrary to the Company's instructions or guidelines or outside the Company's reasonable supervision or control; and (4) the operation or use of any property belonging to the Customer or any third party.

8.4 The use of the Equipment by the Company is not subject to any condition or warranty express, implied or statutory. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS, ARE HEREBY DISCLAIMED.

8.5 UNLESS OTHERWISE STATED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF GOODWILL, LOSS OF REVENUE OR TURNOVER, LOSS OF OPPORTUNITY, LOSS OF MANAGEMENT TIME AND LABOUR COSTS ARISING OUT OF THE IMPLEMENTATION, PERFORMANCE OR OBSERVANCE OF ANY OF THE TERMS OF THIS AGREEMENT OR THE EQUIPMENT, ITS OPERATION OR USE.

8.6 Company's liability to Customer under any theory of recovery arising from or related to this Agreement or breach thereof shall in no event exceed the amount received by Company from Customer under this Agreement in the twelve (12) months immediately preceding the event giving rise to the claim.

8.7 The Company shall not be liable in respect of any claims, losses, damages, costs, expenses and liabilities suffered, sustained or incurred by the Customer resulting from (1) any infringement or alleged infringement by the Company or those for whom they are responsible in law of any Intellectual Property Rights of any third party or the Customer or (2) pollution emanating from the Equipment or other property (a) of the Company whether owned, leased or hired or (b) of a third party, whether owned, leased or hired, where such property is made available to the Customer pursuant to this Agreement, and associated clean up costs, arising out of or in connection with the performance of this Agreement and whether or not contributed to or caused by the negligence or breach of duty (whether statutory or otherwise) of the Company.

8.8 For the avoidance of doubt, neither party hereby excludes or limits its liability for fraud or willful misconduct or for death or personal injury caused through its negligence.

**9. Insurance**

The Customer will, during the Contract Period, insure the Equipment with an insurance company of good repute for its full reinstatement value against loss or damage from all commercial risks (including third party or public liability risks) and against such other or further risks relating to the Equipment as may be required by law. Such insurance policies shall be primary and non-contributory, shall include a waiver of subrogation against the Company and evidence of such coverage shall be provided to Company.

**10. Ownership of Plans**

Any plans, documents, drawings, specifications, diagrams, formulae, calculations, cost details or other information tools or materials ("Plans") supplied by the Company to the Customer shall belong to the Company and must be returned to the Company on demand. No alterations of any kind may be made to the Plans without the Company's prior written approval and the Company accepts no liability for the consequences of any unauthorized alteration. Any and all Intellectual Property Rights in the Plans shall remain the exclusive property of the Company (or of any third party from which the Company may have obtained the Plans) at all times and no unauthorized copying or use of the Plans may be made.

**11. Licenses, Approvals etc.**

The Customer is solely responsible for obtaining and complying with all licenses, approvals, permits and authorizations, of whatever nature, which are necessary to enable the Equipment to be used for the purpose for which it is used and will indemnify the Company against any failure to do so.

**12. Indemnity**

The Customer shall keep the Company indemnified against all costs, claims, demands, expenses and liabilities of whatsoever nature made by third parties (including employees of the Customer) and caused in whole or in part or arising out of any act or omission of the Customer in connection with the use of the Equipment or breach of this Agreement by the Customer.

**13. Termination**

13.1 In the event of this Agreement coming to an end for any reason whatsoever, then the Company is hereby irrevocably authorized to peaceably enter onto the premises of the Customer and repossess the Equipment, and any other equipment of the Company in the Customer's possession or under its control.

13.2 The Company may, without prejudice to any other right or remedy which may be available to it, terminate this Agreement immediately by written notice to the Customer if:

(1) the Customer fails to pay any Fixed or Variable Charge or other sum due under the terms of the Agreement within 30 (thirty) days after its due date; or

(2) the Customer sublets or pledges the Equipment to a third party, or vest any right with regard to the Equipment to such third party, without the prior written approval of the Company; or

(3) the Customer fails to insure the Equipment to the amount of its full reinstatement value against all risks; or

(4) the Customer commits a material breach of this Agreement which breach is not capable of being remedied, or which breach is not remedied within 30 business days after the service of written notice from the Company requiring it to do so; or

(5) the Customer fails to use and maintain the Equipment properly or keep it in sound condition; or

(6) any distress, execution or other legal process would be levied on or against the Equipment or any part thereof or against any premises in which the Equipment is used; or

(7) the Customer goes into liquidation or bankruptcy, would call any meeting of creditors or appoint a receiver in respect of any of its undertakings or assets.

**14. Deposit - guarantee**

At the request of the Company, the Customer shall provide the Company with a guarantee or deposit within seven (7) days after such a request or at the latest two (2) working days before the Date of Installation, guaranteeing the performance by the Customer of its obligations under the terms of the Agreement.

**15. Confidential Information**

Neither party shall, during and after termination of this Agreement, without the prior written consent of the other party, use or disclose to any other person any information of the other party which is identified as confidential or which is confidential by its nature. Each party shall on demand and on termination of this Agreement surrender to the other party all materials relating to such confidential information in its or its personnel's, agents' or representatives' possession.

**16. Force Majeure**

Although the Company will use all reasonable endeavors to discharge its obligations under this Agreement in a prompt and efficient manner, the Company shall not be in breach of this Agreement, nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its control, including, without limitation:

(a) acts of God, flood, drought, earthquake or other natural disaster;

(b) epidemic or pandemic;

(c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

(d) nuclear, chemical or biological contamination or sonic boom;

(e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary license or consent;

(f) collapse of buildings, fire, explosion or accident;

(g) any labor or trade dispute, strikes, industrial action or lockouts;

(h) non-performance by suppliers or subcontractors; and

(i) interruption or failure of utility service.

**17. Exclusion of Warranties**

All statutory warranties with regard to the Equipment are expressly excluded to the fullest extent permitted by law.

**18. Assignment and sub-contracting**

18.1 The Customer shall not, without the prior written consent of the Company, assign, transfer, mortgage, charge or deal in any other manner with this Agreement or any of its rights and obligations under or arising out of this Agreement, or any document referred to in it, or purport to do any of the same.

18.2 The Customer shall not subcontract or delegate in any manner any or all of its obligations under this Agreement to any third party or agent without the prior written consent of the Company. The Customer shall in all cases retain sole responsibility for its performance of the task assigned to it under this Agreement, regardless of the use of authorized sub-contractors. The Customer is acting on its own behalf and not for the benefit of another person.

**19. No waiver**
No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

**20. Severance**
If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.
If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

**21. Governing Law**
This Agreement shall be governed by and construed in accordance with the laws of Delaware excluding its conflict of law principles.

**22. Dispute Resolution**
Any dispute, controversy or claim arising out of, or in connection with, this Agreement or the breach, termination or invalidity thereof, shall be finally settled in accordance with rules of the Arbitration Institute of the International Chamber of Commerce. Each party shall appoint one arbitrator who will jointly appoint the chairman. If they cannot agree on the chairman, then the chairman will be appointed by the said Arbitration Institute. Arbitration will take place in New York. The arbitration proceedings and the arbitral award shall be confidential and involved persons on both sides are pledged to secrecy.

**Specific provisions relating to the use of the Equipment**

**23. Delay in provision of the Equipment**
23.1 Where the Company is unable to provide the Equipment in accordance with an Order or written instructions for the Customer in a timely manner, the Company shall give advance notification to the Customer of its inability to provide the Equipment. The Customer will not be afforded any commercial compensation for the Company's inability to provide the Equipment in accordance with this condition.

23.2 Unless otherwise agreed between the Parties, the Customer shall be solely responsible for the safe unloading and loading of the Equipment at the Site. Any personnel / employees supplied by the Company or any third party assisting the Customer shall be deemed to be under the Customer's control and shall comply with the directions of the Customer.

23.3 Subject to the terms of this Agreement, the risk of loss, theft, damage or destruction for the Equipment supplied by the Company to the Customer shall pass from the Company to the Customer upon delivery in accordance with the conditions stated in the Quotation. The Equipment shall remain at the sole risk of the Customer during the Contract Period. For the avoidance of doubt, once risk in the Equipment has passed to the Customer, in the event of loss of or damage to the Equipment which prevents the operation of the Equipment, the Fixed Charge will continue to apply until the Date of Termination.

**24. Care and Maintenance**

24.1 Unless the Company receives notification to the contrary within twenty-four (24) hours from the Date of Installation, all Equipment will be deemed to have been delivered to the Customer at the Date of Installation in good order and to the Customer's satisfaction.

24.2 The Customer will be responsible for the safe keeping of the Equipment, its operation, its service and maintenance in accordance with manufacturer's guidelines, its use in a workmanlike manner, and its return to the Company on the Date of Termination in a condition equal to that pertaining at the Date of Collection (fair wear and tear excepted). The Customer shall maintain records of service activities on the Equipment and shall produce the same to the Company on demand.

24.3 The Company accepts no responsibility for loss or damage to the Equipment or any part of the Equipment on hire from the Date of Installation until return of the Equipment on the Date of Termination.

24.4 In the event of the Equipment or any part thereof being lost or damaged during the Contract Period (fair wear and tear excepted), the Customer will be invoiced for (1) the full reinstatement value as new of the Equipment (or part thereof) or the cost of repairs to the Equipment (whichever being applicable), and (2) the full Fixed Charge for the later of (i) the period up to the Date of Termination, or (ii) the period up to the date at which the full replacement value of the Equipment (or part thereof) or the cost of repairs to the Equipment is paid to the Company, and (3) all associated costs of the Company (including legal fees).

24.5 The Customer will not allow the Equipment or any part of the Equipment to be used for any purpose beyond its capacity or agreed operational running period or in a manner likely to result in undue deterioration. It shall be the responsibility of the Customer to ensure that all Equipment is fully suitable for the purpose for which it is required and that it remains so during the Contract Period.

24.6 The Customer agrees that it will not:
(i) without the prior consent of the Company, effect any mechanical or other modifications to the Equipment or any part of the Equipment or make any alterations or additions (for the avoidance of doubt, any such additions, alterations or modified parts (whether with or without consent) shall become part of the Equipment and shall belong to the Company);
(ii) remove or interfere with any identification marks or plates affixed to the Equipment nor attempt or purport to do so nor permit the same;
(iii) deface the paintwork or bodywork of the Equipment nor add or erect any painting, signwriting, lettering, or advertising to or on the Equipment;
(iv) suffer or permit the Equipment or any part of the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment or any part of the Equipment is so confiscated, seized or taken, the Customer shall notify the Company and the Customer shall at its sole expense use its best endeavors to secure an immediate release of the Equipment and shall indemnify the Company on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
(v) use the Equipment or any part of the Equipment for any unlawful purpose;
(vi) do or permit to be done anything which could invalidate the insurances referred to in clause 9.

24.7 The Customer shall ensure that at all times the Equipment remains identifiable as being the Company's property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment.

24.8 The Customer is responsible for ensuring that the Equipment is used in accordance with the manuals issued by the Company and installed in accordance with any statutory regulations, codes of practice, guidelines or recommendations about working loads relating to the Equipment and shall indemnify the Company, its agents, employees and contractors against all fines, penalties, and liabilities imposed on the Company its agents, employees and contractors or arising in respect of any noncompliance or contravention of any such statutory regulations, codes of practice, guidelines or recommendations, together with any proper and reasonable costs and/or expenses relating thereto and incurred by the Company.

24.9 For the avoidance of doubt, the Customer will be liable to the Company for destruction of or damage to the Equipment or any part of the Equipment caused by negligence, misuse or mishandling or damage to the

Equipment caused maliciously or mischievously by any party during the Contract Period and the terms of clause 24.4 shall apply in such circumstances.

**25. Ownership**

During the Contract Period (unless the Customer intimates to the Company at the time the Quotation is issued that the Customer wishes to purchase all or part of the Equipment), the Equipment shall at all times remain the property of the Company, and the Customer shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to the terms and conditions of this Agreement). Customer will keep the Equipment free and clear of all liens, levies, and encumbrances.

**26. Sub-Letting**

The Customer shall not sub-let the Equipment or any part of it without the prior written consent of the Company. The Customer shall not sell, assign, mortgage, or otherwise dispose of or part with possession of the Equipment or part thereof or charge the benefit of this Agreement nor attempt or purport to do so.

**27. Change of Site**

The Customer shall not move the Equipment from the Site without the Company's prior written consent.

**<u>Specific provisions relating to the Services</u>**

**28. Provision of Services**

28.1 During the Contract Period, the Company shall, depending on the number of running hours, perform periodical inspection and maintenance of the Equipment and perform the repair of any defects on the Equipment as well as any other task included in the definition of Services. This will include the repair or replacement of parts of the Equipment if such is the result of normal use of the Equipment under the indicated conditions and in as far the Customer can prove that the instructions of use of the Equipment given by the Company are strictly followed.

28.2 The Services shall be provided at such times as indicated in the Quotation or in case of breakdown.

**29. Personnel**

29.1 For the performance of the Services, the Company shall supply personnel whom they reasonably believe to be competent in the operation of the Equipment. Such personnel shall perform their duties with reasonable care and skill. The Customer shall not permit any other personnel to operate the Equipment without the Company's prior written consent.

29.2 Cost, charges and expenses applicable to the provision by the Company of personnel shall be specified on the Quotation and the Order. Any Services performed by the Company's personnel onshore during normal business hours will be included in the Variable Charge.

29.3 Company offshore personnel are not included in the Variable Charge and will be additionally charged to the Customer as specified in the Quotation. Any additional hours worked thereafter or nightshift working will be charged additionally at the rate of charge stipulated in the Quotation. Personnel charges shall commence on departure our works or check-in at air / heliport and or quayside vessel, whichever is stated on the quotation charges, and shall cease upon return to the same. Any cost for flights, transfer, mess and accommodation shall be made to the Customer's account.

29.4 An additional will be levied where the Customer requests onshore services of the Company's personnel at Site, outside Normal Business Hours. Such charge is not included in the Variable Charge and will be stated in the Quotation.

**30. Data monitoring**

The Equipment will contain a data monitoring system, called SMARTLINK. The data obtained through SMARTLINK will be used by the Company or any third party acting on behalf of the Company only for the purpose of customer service. The data can only be read, but the Company cannot direct the Equipment from distance. The Company takes reasonable measures to prevent unauthorized use of the data obtained. SMARTLINK is provided “as is” and without any warranty. Additional terms and conditions are set forth in SMARTLINK Data Monitoring Terms and Conditions, which are incorporated herein by reference.

**31. Inspection and Servicing**

31.1 The Customer shall afford the Company access to the Equipment at all reasonable times for the purpose of inspection, testing, adjusting, repairing or replacing the Equipment if necessary.

31.2 The Customer will be notified in advance if any preventive maintenance is to be performed.

31.3 Daily routine maintenance and inspection in accordance with the instruction manual (i.e. oil level, temperature, water conditions and quality, condensate drain) along with any other specific instructions intimated to the Customer is the responsibility of the Customer. All costs incurred as a result of damage caused by failure to carry out routine maintenance will be charged to the Customer. Records of service activities undertaken by the Customer at Site must be maintained and supplied to the Company on demand.

**32. Breakdown**

32.1 Any breakdown at the Site or unsatisfactory working performance of any part of the Equipment will be identified via SMARTLINK or must immediately be reported to the Company. Oral communication shall be accepted to facilitate timely action, however full details of any breakdown must be confirmed in writing. Any claim for breakdown allowance or rebate will only be considered when supported by a fully documented history of events from the time of breakdown to reinstatement.

32.2 Where equipment breakdown / failure is attributed to Customers misuse or abuse then Customer shall pay all rental and transport costs to the Company for return to the Company works.

32.3 The Company shall not be liable to the Customer for any direct, indirect or consequential loss incurred due to any breakdown of the Equipment at the Site howsoever arising.

**33. Allowances**

Subject to clause 32, no Fixed and Variable Charge will be charged to the Customer for any period during which an item of Equipment is not in full working order as a result of an inherent fault or anything regarded by the Company as a normal working repair. Save in respect of the Company's liability as provided for under this Agreement, the Company shall not be liable for stoppages resulting from causes outside the Company’s control as set out in condition 29 of this Agreement.

**34. Repairs and Adjustments**

The Customer shall not repair or attempt to repair the Equipment unless prior authorization has been issued by the Company in writing.

**35. Obligations of the Customer**

The Customer shall:

- Provide all the electrical installation according Equipment Instruction Manual and follow the recommendations for the compressor room and environment;
- Provide constructions or modifications on the compressor room, ducts for electrical cables and other purposes as well as water facilities if needed and all installations other than compressed air system;
- Prepare all piping installation necessary for the passage of compressed air from the compressor room to the place of consumption;
- Perform the inspection / daily and weekly maintenance of the Equipment as indicated in the Equipment Instruction Manual;
- Not do, intervention in the Equipment without prior written consent of the Company;
- Provide adequate ventilation around the and clean regulate Equipment;
- Inform the Company immediately of any changes in operation or in site conditions and any problems in the functioning or failures that may influence the proper functioning of equipment;
- The Customer should also keep the goods as if you were avoiding wear it and cannot lend, rent, sell, dispose of, to pledge, among others.

ADICO
CONSULTING ENGINEERS

Monday, May 22, 2023

Mr Rick Sailler
Public Works Director
City of La Marque
1111 Bayou Road
La Marque, TX 77568

Re: City of La Marque Wastewater Treatment Plant Blowers
Letter of Recommendation

Dear Mr Sailler;

On behalf of the City of La Marque, Adico, LLC has evaluated the Air Plan proposal from Atlas Copco for replacement of the City of La Marque Wastewater Treatment Plant (WWTP) turbo blower to meet the Texas Commission on Environmental Quality's (TCEQ) requirements.

The following are the details of the plan:

1. Machine Description
   One (1) ZB 5 VSD 140 (Air Cooled, 8152191481)
   (Installed by others)
2. Estimated Annual Running Hours: 4,000
3. Plan Duration: 5 Year Agreement
4. Air Plan Fixed Charge: $1,780.21 Per Month
5. Variable Charge Per Excess Running Hour: $3.44

The total annual cost of this option is estimated at $21,362.52 and the total cost over the life of the plan is estimated at $106,812.60, provided that the estimated annual running hours are not exceeded.

After conducting our review of the proposal, we are satisfied that this option will meet the city's WWTP blower needs and TCEQ's requirements as it relates the blower capacity.

Should you have any questions, please do not hesitate to call our office.

Sincerely,
Adico, LLC

Brent Berthier, P.E.
TBPE Firm No. 16423

Cc: Dinh Ho, P.E.

**RESOLUTION NO. R-2023-00**

A RESOLUTION ACKNOWLEDGING THE RELATIONSHIP BETWEEN UNITED WAY GALVESTON COUNTY MAINLAND AND THE CITY OF LA MARQUE

**WHEREAS,** The City of La Marque and United Way Galveston County Mainland have a longstanding history of cooperation.

**WHEREAS,** The City of La Marque shall provide campaign support, community engagement collaboration, and information sharing with United Way Galveston County Mainland.

**WHEREAS,** the United Way Galveston County Mainland shall render and provide services to include campaign support, resource referrals, and collaborative initiatives.

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

The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

The City Council of La Marque, Texas acknowledges the Memorandum of Understanding between United Way Galveston County Mainland and the City of La Marque, Texas.

The City Manager is authorized to sign the nonbinding Memorandum of Understanding between the City of La Marque, Texas and United Way Galveston County Mainland attached as Exhibit 1.

DULY PASSED by a majority vote of all members of the City Council of the City of La Marque on the _____ day of _________ 2023.

______________________________
Keith Bell
Mayor

______________________________
Kierra Nance, TRMC
City Clerk

United Way Galveston County Mainland

**Memorandum of Understanding**

**Between**

**United Way Galveston County Mainland**

**and**

**City of La Marque**

This Memorandum of Understanding ("MOU") sets the terms and mutual understanding between United Way Galveston County Mainland, ("UWGCM") and the City of La Marque, in accordance with the terms set forth below.

## I. Background

United Way Galveston County Mainland (UWGCM) and the City of La Marque have a common interest in supporting the basic needs and wellness of La Marque residents in Galveston County and surrounding areas. Through collaboration and partnership, UWGCM and the City of La Marque are better able to leverage resources to support the development of sustainable systems to meet the increasing demands for services by La Marque's residents.

## II. Purpose

This MOU is intended to formalize the City of La Marque and UWGCM'S commitment to establish a program for the benefit of La Marque residents, employees and community at large. The City of La Marque will help establish a framework for collaboration between employees of the City of La Marque and United Way Galveston County Mainland to support UWGCM's efforts of providing resources and referrals to the residents of the City of La Marque. The purpose of this MOU is to further the commitments set forth below and to outline understandings and intentions with regard to these shared commitments.

### United Way Galveston County Mainland's Commitments

1. Campaign Support:

- UWGCM will conduct a comprehensive fundraising campaign in the City of La Marque, aiming to raise funds to support local community initiatives.
- UWGCM will provide the City of La Marque with regular updates on the progress of the campaign, including fundraising goals, milestones, and outcomes.

2. Resource Referrals:

- UWGCM will provide referrals with a dedicated helpline (2-1-1) to residents of La Marque to access resources and services outside normal UWGCM office hours.
- UWGCM will provide trained staff and volunteers to handle inquiries, provide information, and connect individuals to appropriate resources based on their unique needs.

3. Collaborative Initiatives:

- UWGCM will collaborate with the City of La Marque to identify areas of need within the community and develop joint initiatives to address those needs effectively.
- UWGCM will actively engage with the City of La Marque's relevant departments and agencies to leverage existing resources and develop new programs that benefit the residents of La Marque.

**City of La Marque's Commitments:**

1. Campaign Support:

- The City of La Marque will actively promote and support UWGCM's fundraising campaign within its jurisdiction.
- The City of La Marque will assist UWGCM in organizing local events and activities related to the campaign, including providing suitable venues and necessary permits.

2. Community Engagement:

- The City of La Marque will collaborate with UWGCM in organizing community outreach programs to increase awareness of available resources and services.
- The City of La Marque will encourage its employees, officials, and residents to participate in volunteer activities organized by UWGCM.

3. Information Sharing:

- The City of La Marque will provide UWGCM with relevant data and information to assist in identifying priority areas and understanding the unique needs of the community.
- The City of La Marque will facilitate the exchange of information between UWGCM and relevant local organizations or agencies within its jurisdiction to enhance coordination and resource allocation.

**III. Reporting**

The Parties will collaborate in the development of processes and procedures for appropriate communication including development of referral forms and other such documents as the Parties agree.

The Parties will respect each other's confidentiality policies, with the mutual understanding that the Parties may publicize their alliance and its objectives without disclosing any confidential or proprietary information of the other Party.

No provision of this MOU is intended to create, nor shall any provision be deemed or construed to create a relationship between the parties other than that specified in this MOU.

**IV. Funding**

The Parties enter into this MOU while wishing to maintain their separate and unique missions and mandates, and their own accountabilities. Unless specifically provided otherwise, the cooperation between the Parties as outlined in this MOU shall not be construed as a partnership or other type of legal entity or personality. Each Party shall accept full and sole responsibility for any and all expenses incurred, as per activities described in this MOU. Nothing in this MOU shall be construed as superseding or interfering in any way with any agreement or contracts entered into between the Parties, either prior to or subsequent to the signing of this MOU. Nothing in this MOU shall be construed as an exclusive working relationship. The Parties specifically acknowledge that this MOU is not an obligation of funds, nor does it constitute a legally binding commitment by any Party or create any rights in any third party.

| **United Way Galveston County Mainland** | **City of La Marque** |
|---|---|
| ***Name*** *Leslie Ornelas*<br>***Title*** *Executive Director*<br>***Mailing Address*** *2800 Texas Avenue, Texas City, TX 77590*<br>***Phone Number*** *409-948-4211*<br>***Mobile Number*** *409-526-4545*<br>***Email Address*** *leslieo@uwgcm.org* | ***Name*** *Caesar Garcia*<br>***Title*** *City Manager*<br>***Mailing Address*** *1111 Bayou Road*<br>*La Marque, TX 77568*<br>***Phone Number*** *409-938-9202*<br>***Email Address*** *c.garcia@cityoflamarque.org* |

**V. Contact Information**

**VI. Duration and Termination**

This MOU shall come into effect on the date of the last signature of all the Parties and is expected to continue until terminated by either Party, which endeavor to provide at least 30 days' written notice to the other Party.

**VII. Governing Law and Dispute Resolution**

This MOU shall be governed by and construed in accordance with the laws of the State of Texas. Any disputes arising out of or in connection with this MOU shall be resolved through good-faith negotiations between the parties.

**VIII. Entire Agreement**

This MOU constitutes the entire agreement between UWGCM and the City of La Marque and supersedes any prior understanding or agreement, whether written or oral, relating to the subject matter herein.

By signing below, the authorized representatives of UWGCM and the City of La Marque indicate their acceptance and agreement to the terms outlined in this Memorandum of Understanding.

**United Way Galveston County Mainland**

By: ________________________________

Name: Leslie Ornelas

Title: Executive Director

Date:

**City of La Marque**

By: ___________________________

Name: Cesar Garcia

Title: City Manager

Date:

# CITY COUNCIL AGENDA FORM

Meeting Date: July 10, 2023
Prepared by: Mikala Halbrook
Department: Administration

Agenda item: ____________
Reviewed by: ____________

**AGENDA ITEM DESCRIPTION:** Memorandum of Understanding (MOU) with The Advocacy Center for Children of Galveston County.

**STAFF BRIEFING:**
Respectfully request that the attached MOU be approved by resolution. This MOU would allow the City to work in partnership with The Advocacy Center for Children of Galveston County.

**HISTORY:** The Advocacy Center for Children of Galveston County recognizes that a collaborative approach has a well documented record of improving outcomes for child abuse cases in both the criminal and child protection systems as well as the lives of the children and families impacted by abuse. This county wide initiative would help with collaboration in creating positive outcomes through set objectives.

**TARGET IMPLEMENTATION:** July 10, 2023, City Council Meeting

**SIGNIFICANT ACTION DATES**: July 10, 2023.

**ACTION**:

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

| **Cost Details:** | |
|---|---|
| **Budgeted** | 0 |
| **Actual Bid** | |
| **Estimated Expenditure** | 0 |
| **Acct. Name(s)** | |
| **Line Items #** | |
| **Other Funding** | |

**STAFF'S RECOMMENDATION:** City Attorney Gus Knebel has reviewed and approved the MOU. City Manager Cesar Garcia recommends that this MOU be presented and approved at the regular meeting of July 10, 2023.

**FISCAL IMPACT:** Not applicable.

# RESOLUTION NO. R-2023-00

A RESOLUTION ACKNOWLEDGING THE RELATIONSHIP BETWEEN ADVOCACY CENTER FOR CHILDREN OF GALVESTON COUNTY AND THE CITY OF LA MARQUE

**WHEREAS,** The City of La Marque and the Advocacy Center for Children of Galveston County.

**WHEREAS,** The City of La Marque understands that the child advocacy center model has a well-documented record of improving outcomes for (1) child abuse cases in both the criminal and child protection systems; and (2) the lives of the children and families impacted by abuse.

**WHEREAS,** the Advocacy Center for Children of Galveston County and the other agreement signatories agree to work in collaboration.

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

The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

The City Council of La Marque, Texas, acknowledges the Memorandum of Understanding between the Advocacy Center for Children of Galveston County and the City of La Marque, Texas.

The City Manager is authorized to sign the nonbinding Memorandum of Understanding between the City of La Marque, Texas and Advocacy Center for Children of Galveston County attached as Exhibit 1.

DULY PASSED by a majority vote of all members of the City Council of the City of La Marque on the _____ day of _________ 2023.

______________________________
Keith Bell
Mayor

______________________________
Kierra Nance, TRMC
City Clerk

# Advocacy Center for Children of Galveston County
## Memorandum of Understanding (MOU)
## 2023

We, the undersigned agencies, by and through our supervisory heads and through our designated representatives, do agree to the following policy supporting the institution, concept and philosophy of the Advocacy Center for Children of Galveston County.

We recognize that this collaborative approach, core to the child advocacy center model, has a well-documented record of improving outcomes for (1) child abuse cases in both the criminal and child protection systems; and (2) the lives of the children and families impacted by abuse.

Therefore, to better protect the children of Galveston County, the undersigned agencies have agreed to work collaboratively:

- Minimizing the revictimization of alleged abuse and neglect victims and nonoffending family members through the investigation, assessment, intervention, and prosecution processes.
- Maintaining a cooperative team approach to facilitate successful outcomes in the criminal justice and child protection systems through shared fact-finding and strong, collaborative case development.
- To develop, maintain and support through the Advocacy Center, an environment that emphasizes the best interests of children and that provides investigative and rehabilitative services.

It is expressly understood that each agency will work within its own department mandates and policies. Nothing contained in the investigative protocol or MOU supersedes the statutes, rules, regulations or policies of each individual agency.

All State and Federal confidentiality laws will be followed in connection with this agreement.

This agreement can be terminated by any party without cause by giving written notice to the other parties.

Signatories of this agreement include:

| | | |
|---|---|---|
| Advocacy Center for Children | DFPS CPI | DFPS SI |
| DFPS CPS | DFPS CCI | UTMB |
| UTMB Emergency Department | District Attorney | Resource and Crisis Center |
| Unbound Houston | Bayou Vista PD | Clear Lake Shores PD |
| Dickinson PD | Friendswood PD | Galveston County Sheriff |
| Galveston PD | Hitchcock PD | Jamaica Beach PD |
| Kemah PD | La Marque PD | League City PD |
| Santa Fe PD | Texas City PD | Tiki Island PD |
| UTMB PD | Galveston ISD PD | Hitchcock ISD PD |
| Santa Fe ISD PD | | |

Individual agency signatures are attached.

# Advocacy Center for Children of Galveston County
## Signature Page- Memorandum of Understanding (MOU)
## 2023

**NAME:** ______________________________

**POSITION/TITLE:** ______________________________

**AGENCY:** ______________________________

**I have read and fully comprehend the attached Memorandum of Understanding for the Children's Advocacy Center program.**

**My signature below indicates that I hereby pledge my support to the continued development and operation of the Children's Advocacy Center in my community.**

**I further understand that the MOU, along with the multidisciplinary team's Working Protocols/Guidelines, must be reviewed and fully re-executed by all parties, at a minimum, every three years.**

**SIGNATURE:** ______________________________

**Date**

**Working Protocol**

**June 2023**

**Advocacy Center for Children of Galveston County**

It is expressly understood that each agency will work within its departmental mandates and policies. Nothing contained in the investigative protocol supersedes the statutes, rules and regulations governing each agency. To the extent that any provision of this agreement is inconsistent with any such statute, rule or regulation, the statute, rule or regulation shall prevail.

## GENERAL INFORMATION

### Advocacy Center for Children Mission Statement

The Advocacy Center for Children of Galveston County seeks justice, safety and healing for child victims of abuse.

### Target Population

The Advocacy Center for Children of Galveston County provides services to children alleged to be victims of:

- sexual abuse (children 17 and under)
- serious physical abuse (children 14 years and younger with injuries)
- child witnesses to crime
- other child abuse cases at the discretion of the Multidisciplinary Team
- Courtesy services may be provided to agencies or individuals from outside Galveston County on a case by case basis. Exceptions to policy will receive approval from the Executive Director

### Multidisciplinary Team Members (MDT)

The Advocacy Center for Children of Galveston County MDT is comprised of representatives from a diverse set of professional disciplines, collaborating in a coordinated response to alleged child abuse. MDT representatives contribute their unique knowledge, experience and expertise in order to ensure cases are reviewed in a holistic manner. Representation from the following organizations are included on this team:

- Galveston County District Attorney's Office
- All Law Enforcement in Galveston County
- Department of Family and Protective Services, including Child Protective Investigations (CPI) Child Protective Services (CPS), Special Investigators (SI), Child Care Investigations (CCI).
- Medical Professionals from UTMB (Clinic and SANE Nurses)
- Advocacy Center staff
- Resource and Crisis Center (RCC)
- Unbound Houston (Unbound)

**Conflict Resolution**

Any conflicts that occur between team members regarding cases being addressed by the Center shall be taken to the Center Executive Director for mediation. Every effort will be made to resolve the conflict in a professional manner by the involved parties without involving other team members, supervisors or Board Members. If not resolved, then the dispute will be addressed by a meeting between designated agency representatives on the Center Board of Directors, the involved team members' immediate supervisors and the Center Executive Director. All resolution discussions are to address the best interest of the child/children involved.

**Child Focused Setting**

The Advocacy Center houses a child focused setting designed to provide a safe, comfortable and neutral place where CAC services can be provided to children and their families. This includes:

- A physical setting that meets basic child safety standards
- Staff will provide adequate supervision of children and their non-offending family members while they are at the Center.
- The Center and MDT members will ensure that alleged offenders, if present, are not left unsupervised while at the Center. This supervision is the responsibility of agency/team member meeting with the alleged offender. The Center Executive Director and all Center staff present in the building will be notified at the time of their arrival, plan for supervision, and time of their departure. At no time will any alleged perpetrator have unsupervised contact with any children at the Center. The primary responsibility for this will be CPS but the Center staff will be available if needed.
- In the case of a juvenile offender being interviewed at the Center, that interview will be scheduled when no other children are in the building and the offender will not be left unsupervised.

**Cultural Competency**

The Advocacy Center for Children of Galveston County strives to provide an environment that is inclusive to members of diverse populations. The Center is committed to understanding the clients unique background and adapting practices as needed, offering assistance in a manner in which it can be effectively utilized. Addressing diverse backgrounds and needs in a culturally sensitive environment helps children and families of all backgrounds feel welcomed, valued and respected by staff, MDT members and volunteers.

- Provisions will be made for non-English speaking and deaf or hard of hearing children and their non-offending caregivers throughout the investigation, intervention and case management.
- Provisions will be made for children and their non-offending caregivers who have special needs/disabilities, including but not limited to communication, intellectual, social/emotional, and physical disabilities.
- The Center and MDT members will ensure that all services are provided in a manner that addresses cultural consideration throughout the investigation, intervention, and case management process.

## ROLES AND RESPONSIBILITIES OF TEAM MEMBERS

### A. Prosecution

The role of the District Attorney's Office is to provide guidance to law enforcement and DFPS through all stages of the investigation of child abuse. They hold offenders accountable using evidence gathered by MDT partners and prosecute appropriate cases.

Responsibilities:

- Attend MDT case review meetings and make the determination of the criminal case.
- Delegate case direction
- Prosecution of child abuse cases
- Share information with the team regarding the status of child abuse cases

### B. Law Enforcement

Law Enforcement agencies are responsible for conducting criminal investigations of child abuse cases in which a crime may have occurred as defined by the Texas Family Code and the Texas Penal Code. Collaboration with DFPS and other MDT members allow Law Enforcement to utilize members training and expertise.

Responsibilities:

- Make referrals to the Center and/or DFPS regarding children who are alleged victims of sexual abuse, physical abuse and any other cases which they deem would benefit from a referral or are mandated by law to refer.
- Request a medical exam/ SANE exam when necessary.
- Appropriate alleged child victims will be referred to the Center for forensic interviews. If the case is open to DFPS, efforts should be made to coordinate the forensic interview with the DFPS worker through DFPS or the Partner Agency Liaison. When possible, the assigned investigator should be present for the forensic interview and observe via close circuit television.
- If a forensic interview is not done, but the case meets case criteria, LE will refer the case for MDT coordination and case review, therapy services or victim support and advocacy as needed.
- Attend the MDT and share information when assigned cases are staffed.

### C. The Texas Department of Family and Protective Services (DFPS)

The primary goal of the Texas Department of Family and Protective Services, in child abuse allegations, is to protect children who have experienced or may be at risk abuse for abuse or neglect in their home or in a licensed facility. Through principles outlined in the Texas Family Code and DFPS policies and procedures, this goal is met by investigating allegations, assessing the family strengths and needs and providing services to secure the child's safety and well-being.

Responsibilities:

- Make referrals to the Center and/or law enforcement regarding children who are alleged victims of sexual abuse, serious physical abuse and any other cases which they deem would benefit from a referral or are mandated by law to refer.

- Request a medical exam/ SANE exam when necessary.
- Appropriate alleged child victims will be referred to the Center for forensic interviews. If the case is open to law enforcement, efforts should be made to coordinate the forensic interview with appropriate law enforcement personnel and or Partner Agency Liaison. When possible, assigned DFPS Worker should be present for the forensic interview and observe via close circuit television.
- If a forensic interview is not done, but the case meets case criteria, DFPS will refer the case for MDT case coordination and case review, therapy services or victim support and advocacy as needed.
- Attend the MDT and share information when assigned cases.

**D. Medical Professionals**

The Nurse Practitioner employed by UTMB and the UTMB Clinic can conduct non-emergency (Sexual assault outside 120 hour window) medical exams of alleged victims of child abuse. These exams can be done at the Center or at the Clinic of UTMB in Galveston. In acute cases (Sexual assault within the 120 hour window) child sexual abuse victims can be seen by the Sexual Assault Nurse Examiners (SANE's) in the UTMB Galveston Emergency Room. Both acute and non-acute staff are part of our multidisciplinary team.

Responsibilities:

- Provide medical exams for alleged child victims of abuse.
- Serve as an expert witness.
- Attend MDT and share information when assigned cases are staffed.

*If a child receives an acute medical exam anywhere other than UTMB, exams will be conducted by persons trained and certified to conduct forensic sexual assault exams.

**E. Mental Health/Crisis Therapist**

Provide treatment designed to reduce the emotional impact of abuse. Promote change in individual behavior and family dynamics/relationships to reduce the risk of abuse occurring in the future. Therapy is offered by a CAC staff member at the Center in Galveston or at an office in Texas City.

Responsibilities:

- Provide crisis counseling for alleged child victims of abuse and their non-offending family members. Primary method will be TFCBT.
- Provide consultation to the team regarding case related issues.
- Utilize information from MDT to enhance treatment goals.
- Serve as an expert witness.
- Attend MDT and share information when assigned cases are staffed.

**F. Advocacy Center Staff**

The Center works with agency partners to facilitate and coordinate the investigation, prosecution and treatment in cases of child abuse.

Responsibilities:

- Coordinate with DFPS, Law Enforcement and the District Attorney's Office to facilitate investigative services for alleged victims and/or witnesses.
- Provide trained forensic interviewers to conduct legally sound neutral interviews and attend MDT to staff cases.
- Track every case from initial contact until there is a legal disposition.
- The Center Family Advocate will advocate for the children and families served by the Center, including CVC, information and referral services.
- The Center's Partner Agency Liaison will coordinate and host weekly MDT meetings and provide an agenda with current cases to review.
- The Center's Partner Agency Liaison will schedule and send notifications of the cases to be staffed each week. If agency representatives cannot be there a designee will attend or a notification will be sent to the Partner Agency Liaison.

**G. Resource and Crisis Center (RCC)**

RCC provides accompaniment for sexual assault victims while they are having their SANE exams at the emergency room. Some of those alleged victims are children who come through the Center for forensic interviews, victim support and advocacy, crisis therapy and/or MDT and have met with an RCC Crisis Intervention Specialist to receive victim support and advocacy.

Responsibilities:

- Share information with the Center and LE regarding clients and work with the Center to ensure that children and families receive the services they need.
- Attend MDT Case Review Meetings weekly.

**H. Unbound Houston (Unbound)**

Unbound supports the work of the MDT on a case by case basis when they have information they can share regarding an investigation.

Responsibilities:

- Share information with the Center and LE regarding clients and work with the Center to ensure that children and families receive the services they need.
- Attend MDT Case Review Meetings when needed.

## COORDINATION OF THE INVESTIGATION

1. **Case Referral Process**
   Children's advocacy centers (CACs) provide a safe, neutral child-friendly environment where law enforcement, DFPS, prosecution, medical and mental health professionals may share information and develop effective, coordinated strategies sensitive to the needs of each unique case and child.

**DFPS Intake Reports**

The Center receives copies of DFPS Intake Reports. All intake reports provided by DFPS to the Center are property of DFPS and not the Center. Cases meeting Center case criteria are assessed, and contact is made with partner agencies conducting the investigation. The Partner Agency Liaison will help coordinate any needed services and document case activity. The Center's role in reviewing the reports is to review and identify reports within the case acceptance criteria as defined by the children's advocacy center's Working Protocol, and facilitate children's advocacy center/multidisciplinary team services related to case investigation, assessment, and intervention. In addition, we understand that the children's advocacy center's access to the DFPS reports shall not be construed to change, reduce, or expand the authority or jurisdiction of the children's advocacy center or any multidisciplinary team partner agency as it relates to initiating and conducting investigations, assessments, and/or interventions.

All reports provided by DFPS reports to the CAC are the property of DFPS and not the CAC. Because these reports are legally the property of DFPS and the CAC receives only a copy of the report that DFPS sends to the appropriate law enforcement agency, the CAC will follow its own organizational Records Retention Policy as it relates to client and case file information when determining how and when intake reports will be retained or destroyed. The CAC's multidisciplinary partner agencies, including but not limited to DFPS, law enforcement and prosecution agencies shall have access to the Center's Records Retention Policy to ensure they are informed of the CAC's practice as it relates to the retention and destruction of intake reports.

Any DFPS reports printed will be destroyed and electronic copies deleted no later than 60 days after they are received by the Center.

**When DFPS Gets the Initial Report**

Texas Family Code, Section 261.301 require joint investigations when: There is a report that alleges that a child has been or may be the victim of conduct that constitutes a criminal offense; and that poses an immediate risk of physical or sexual abuse of a child that could result in the death of or serious harm to the child.

Joint investigations are best achieved when working as a multidisciplinary team through a children's advocacy center. All sexual and physical abuse cases, regardless of their priority, are reported to the police department. If during the investigation the DFPS investigator learns that the incident occurred in a police jurisdiction other than the one that was initially reported, the DFPS investigator will notify the correct jurisdiction.

DFPS will coordinate with the Center and Law Enforcement regarding the medical and forensic interview appointments and other services available to families.

DFPS can make referrals for services to families that have not been to the Center and cases will reviewed on an individual basis for eligibility.

DFPS will coordinate cases that are reported by professional reporters according to Texas Family Code 261.101. Per Texas Family Code 264.4061, the CAC will be available during business hours Monday to Friday (8am – 5pm) by calling (409)-741-6000. The Executive Director can be contacted at (713)-480-1970 after business hours to respond to DFPS for cases related to a report of abuse that is made by a professional reporter that alleges sexual abuse of a child; or is a type of case handled by the center in accordance with the case criteria outlined in these working protocols; or a child fatality in which there are surviving children in the deceased child's household or under the supervision of a caregiver involved in the child fatality.

DFPS will inform their clients of appointments and arrange for transportation when necessary.

DFPS will attend appointments and observe forensic interviews of cases referred to the Center.

DFPS will make every effort to let the family know alleged perpetrators are not supposed to come to appointments with alleged victims. Every effort should be made to keep this from happening.

The Center Partner Agency Liaison will help facilitate joint investigation and coordination with DFPS and law enforcement.

**When Law Enforcement Gets the Initial Report**

Reporting to DFPS shall occur when the law enforcement officer receives the initial report of:

- Interfamilial abuse or suspect lives in the child's home.
- There is a question as to the relationship of the suspect to the victim.
- There is a question as to the parent's role in contributing to the conditions that led to the abuse.

If DFPS opens an investigation, DFPS and Law Enforcement should coordinate case activity and share information.

If it has been determined that DFPS will not be involved, law enforcement will assume responsibility for scheduling a forensic interview and medical evaluation if needed.

Law Enforcement will inform clients of appointments and arrange for transportation when necessary.

Law Enforcement will make every effort to let the family know alleged perpetrators are not supposed to come to appointments with alleged victims. Every effort should be made to keep this from happening.

The Center Partner Agency Liaison will help facilitate joint investigation and coordination with DFPS, HHSC and law enforcement.

2. **The Forensic Interview**
The interview is evidence, work product and privileged; therefore, family members will not be permitted to view it. Forensic **Interviews may be requested by Law Enforcement (LE), DFPS, HHSC or the District Attorney's Office.** Forensic interviews are available for children within our target population who are verbal. This is generally children ages 2-17 but can be assessed on a case by case basis. Forensic Interviews are conducted by staff trained through the Children's Advocacy Centers of Texas and participate in local and regional peer review.

**Interview Scheduling:**
LE, DFPS or the DA's Office will initiate arrangements for an interview to take place as quickly as possible at the Center. The forensic interview should be scheduled to ensure that as many of the investigating agencies involved in the case as possible can be present. If no member of LE, DFPS or the DA's Office is available, the interview will be rescheduled. If there is an emergency need for an interview after normal business hours or cases falling under Texas Family Code 264.4061, the Executive Director, Carmen Crabtree, should be

contacted at 713-480-1970.

**Pre-Interview:**

- The interviewer and Family Advocate will discuss the case with agency representatives prior to the interview.
- Center staff member or volunteer will greet the child(ren), family, witnesses.
- The Center will provide needed assessments/evaluations and Crime Victim Compensation forms for caretaker. The Center staff will help assess client needs and make appropriate referrals for needed resources.

**During the Interview:**

- Law enforcement and DFPS representatives will observe the forensic interview on closed circuit monitor. Other team members may be present as needed. Team members observing will be listed.
- Only the child and the interviewer will be present in the room, unless use of a qualified interpreter is needed. The forensic interviewers use a semi-structured narrative approach and interview aids are used on an as needed basis.
- Interviews are digitally recorded, and the equipment is operated by the forensic interviewer in a locked storage room.
- At the conclusion of the interview, the interviewer may step out to ask if the investigators observing have any further questions they want asked or need clarification of something already discussed.
- The Family Advocate will meet with the guardian or caregiver, when appropriate, to discuss relevant services moving forward and discuss the legal process.

**Post-Interview:**

- Center staff, in conjunction with DFPS and/or law enforcement, will make assessment of current crisis and arrange necessary resource referrals.
- DFPS and /or law enforcement will review with the victim and caretaker what the next step in the investigation will be and what to expect.
- The Family Advocate will share information or concerns the guardian might have. In addition, the Family Advocate will share any concerns about the child's immediate safety.

**Special issues:**

- Multiple Interviews/Recant Videos– The DA's Office must approve of any victim having multiple interviews regarding the same allegation. Juveniles who are alleged to have been perpetrators will not be interviewed by the forensic interviewers during the initial investigation. After the completion of the initial case is completed, DFPS or law enforcement (with approval from the district attorney's office) can request that the juvenile be interviewed as a victim.
- If subsequent interviews are needed, the same FI staff will conduct the interview when approved by the district attorney.
- The Center also offers MSFI's when needed and agreed to by all investigative agencies.

### 3. Medical Evaluations

Medical evaluations are an integral part of the multidisciplinary response team and all children who are suspected victims should be evaluated for the need of a medical evaluation. It is recommended that all children making sexual abuse allegations and those with serious physical injuries receive a medical examination. An accurate and complete history is essential in making medical diagnoses and determining appropriate treatment of child abuse. Because many children are familiar with the helping role of doctors and nurses, they may disclose information to medical personnel that they might not share with investigators. Any member of the MDT (DFPS, law enforcement, prosecutors, etc.) may refer a child for an examination. The nurse practitioner and supervising physician are present at MDT case review meetings and share necessary information.

The referring professional can reach out to UTMB staff to schedule an appointment. Referrals can be made by HHSC, DFPS and law enforcement. Non-acute cases (Sexual assault outside 120 hour window) should call 409-747-9298. Acute sexual assault cases (Sexual assault inside the 120 hour window) should go to the UTMB Galveston Emergency Room for a SANE. For mor information call the Forensic Nursing Team at 409-255-8244. The medical team will attempt to accommodate requests for urgent/same day exams when possible. All attempts are made to have the medical examination done at the Center, but a determination may be made by the nurse practitioner to see patients at a UTMB location.

A child 16 years of age or older may refuse on his/her own behalf.

It is not necessary for DFPS or law enforcement to be present for the exam.

If the alleged perpetrator of abuse/neglect plans on attending the clinic appointment (which is strongly discouraged) DFPS and/or law enforcement will be expected to be present and these exams should be scheduled at UTMB and not the Center.

*If a child receives an acute medical exam anywhere other than UTMB, exams will be conducted by persons trained and certified to conduct forensic sexual assault exams.

Records of Medical Evaluations

- Medical records are the property of the hospital or clinic who conduct the evaluation.
- UTMB maintains their records. UTMB shall be the custodian of their medical records.
- A medical record shall be created for every medical evaluation. Documentation shall include the medical history, physical exam findings, colposcopic and other photographs as applicable, laboratory and radiological findings as applicable, diagnostic impressions, and treatment plans and recommendations.
- Medical and Center staff shall comply with all applicable statutes and regulations regarding the safeguarding of the Protected Health Information contained in the medical records, including, but not limited to, HIPAA, the Texas Family Code, and UTMB Health Information Management policies and procedures.

The purpose of a medical evaluation in alleged child abuse cases extends far beyond providing an evidentiary evaluation for the purpose of the investigation. The primary goals of the medical evaluation are to:

- Help ensure the health, safety, and well-being of the child;
- Evaluate, document, diagnose, and address medical conditions resulting from abuse;
- Differentiate medical findings that are indicative of abuse from those which may be explained by other medical conditions;

- Document, diagnose, and address medical conditions unrelated to abuse;
- Assess the child for any developmental, emotional, or behavioral problems needing further evaluation and treatment and make referrals as necessary;
- Reassure and educate the child and family;
- Assess the need for referral for therapy to address trauma related to the abuse/assault if assessment and referral is not provided by another member of the MDT/CAC.

**4. Multi-Disciplinary Team Meetings (MDT)**

The Center Partner Agency Liaison (PAL) will coordinate MDT meetings. Agendas will be sent out by email no later than Tuesday morning each week. Meetings are held every Wednesday at 9 a.m. at the Center.

The District Attorney's Office will send a representative to MDT meetings at 9 am, every Wednesday morning. The assigned DFPS worker, law enforcement officer and Center staff should attend the meetings in which their cases are being reviewed and be prepared to discuss the information they have gathered, provide any evidence recovered, statements, photos, etc..

Any team member can request that a case be reviewed by contacting the Center.

Each person in attendance will sign a pledge of confidentiality. If any team member has a personal relationship with any person related to a case being staffed, this should be reported to the Executive Director of the Center and the team member will not be present while that case is discussed.

Medical staff conducting medical evaluations will attend all case review team meetings with photographs and medical protocols relating to the cases being reviewed.

The Center therapist will attend all MDT meetings and give recommendations on therapy needs of children and families.

Cases may be reviewed and tracked until final disposition. The DA's office informs the PAL of criminal case disposition. An annual review is coordinated with the DA's to ensure that all dispositions are recorded.

The DA's office will make recommendations for charges to be filed, or not filed, bond setting, and/or referrals to grand jury.

Each agency is ultimately responsible for their case decisions.

**5. Mental Health/Crisis Therapist**

Services are provided at no cost to clients and length of treatment is dependent upon clinical assessment and client need. Therapy is offered by a CAC staff member at the Center in Galveston or at an office in Texas City.

The goal of crisis counseling and crisis therapy is to reduce symptoms of trauma related the child's abuse and promote recovery.

Services provided:

- Crisis intervention
- Short-term Trauma Focused Cognitive Behavioral Therapy
- Referrals to other resources

Eligibility criteria:

- Child victims of sexual or physical abuse
- Non-offending family members
- Child witnesses
- Not currently under the care of any other psychological or psychiatric treatment provider for counseling/therapy services

Therapist Responsibilities:

- Contact parent/caretaker to schedule appointment
- Attend case review team meetings
- Serve as advocate for child during court proceedings
- Make follow-up contact with family
- Make referrals to other providers as needed
- Obtain informed consent for on-going verbal and/or written communication between therapist and multidisciplinary team

**6. Victim Support and Advocacy**

The Victim Advocates will provide on-going support and resources to all CAC clients in cases of alleged child abuse so they can protect and support the child.

Goals of the Victim Support and Advocacy Program:

- Safety of the child.
- Educate the non-offending caregiver on his/her role in the investigative process.
- Education regarding dynamics of abuse and the coordinated MDT response.
- Empower non-offending caregiver – identify basic needs within the family and connect the family with community resources.

Contact will be made during the family's initial visit to the Center. Crime Victim rights and benefits are explained at that time. Subsequent contact with the family will be made on an as needed basis.

If cases are referred for services outside of a visit to the CAC, a family advocate will contact the referral within 3 business days of the referral submission.

Court preparation and accompaniment is provided primarily by the Victim Advocates at the District Attorney's Office. Prosecutors and Advocates at the DA's Office will contact the Center if any assistance is needed regarding crisis therapy prior to or after trial.

**7. Case Tracking**

<u>Electronic Client Files</u>

Electronic files are routinely stored within the center's case tracking system and center created documents. The content of these files may include but is not limited to:

- Demographic information about the child and caregiver/family members
- Demographic information about the alleged offender
- Type(s) of abuse
- Relationship of alleged offender to child
- Services provided to child and non-offending caregiver/family member(s);
- MDT involvement and outcome
- Charges filed and case disposition in criminal court
- Child protection outcome
- Status/outcome of medical and mental health referrals

MDT partners will have access to information about cases when they're directly involved in the investigation. Partner Agencies should contact the Partner Agency Liaison or the Executive Director to request case information at 409-741-6000.

**8. Ownership of the Recorded Forensic Interview**

This ownership policy is to be read in accordance with the Texas Family Code 264.408. If any part of this ownership policy is found to be in conflict with this section of the Texas Family Code, the Texas Family Code will prevail.

It is the policy of the Center to make interviews available to each agency involved in the investigation via VidaNyx, cloud-based evidence storage company. Once the forensic interview is complete the owner of such records is:

- The prosecuting attorney involved with the criminal prosecution of the case involving each child
- In the event no criminal prosecution occurs, the records are the property of the attorney representing DFPS in civil proceedings alleging abuse and or neglect
- If DFPS is/has not investigated the case, the records are the property of the agency that referred the case to the Center

**9. Review and Revisions of the Center's Working Protocol**

It is expressly understood that each agency will work within its own department mandates and policies. Nothing contained in the investigative protocol or MOU supersedes the statutes, rules, regulations or policies of each individual agency. All State and Federal confidentiality laws will be followed in connection with this agreement.

This agreement can be terminated by any party without cause by giving written notice to the other parties.

Signatories of this agreement include:

| | | |
|---|---|---|
| Advocacy Center for Children | DFPS CPI | DFPS SI |
| DFPS CPS | DFPS CCI | UTMB |
| UTMB Emergency Department | District Attorney | Resource and Crisis Center |
| Unbound Houston | Bayou Vista PD | Clear Lake Shores PD |

| | | |
|---|---|---|
| Dickinson PD | Friendswood PD | Galveston County Sheriff |
| Galveston PD | Hitchcock PD | Jamaica Beach PD |
| Kemah PD | La Marque PD | League City PD |
| Santa Fe PD | Texas City PD | Tiki Island PD |
| UTMB PD | Galveston ISD PD | Hitchcock ISD PD |
| Santa Fe ISD PD | | |

Individual agency signatures are attached.

# Advocacy Center for Children of Galveston County
## Signature Page- Working Protocol

## 2023

**NAME:** ______________________________________________

**POSITION/TITLE:** ______________________________________

**AGENCY:** _____________________________________________

**I have read and fully comprehend the attached Working Protocol for the Children's Advocacy Center program.**

**My signature below indicates that I hereby pledge my support to the continued development and operation of the Children's Advocacy Center in my community.**

**I further understand that the Working Protocol, along with the multidisciplinary team's MOU, must be reviewed and fully re-executed by all parties, at a minimum, every three years.**

**SIGNATURE:** ______________________________________________

**Date**

# RESOLUTION NO. R-2023-00

A RESOLUTION ACKNOWLEDGING THE RELATIONSHIP BETWEEN THE CLEAN COAST TEXAS COLLABORATIVE PROGRAM AND THE CITY OF LA MARQUE

**WHEREAS,** The Clean Coast Texas program is a collaborative effort to assist local governments in improving water quality and stormwater management.

**WHEREAS,** The City of La Marque met the Clean Coast Texas on or about April 17, 2023 and identified 4 areas of community needs.

**WHEREAS,** the Clean Coast Texas Collaborative is funded in two-year increments, though community partnerships can be extended into the next phase of programming.

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

The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

The City Council of La Marque, Texas, acknowledges the Memorandum of Understanding between the Clean Coast Texas and the City of La Marque, Texas.

The City Manager is authorized to sign the nonbinding Memorandum of Understanding between the City of La Marque, Texas and A Clean Coast Texas attached as Exhibit 1.

DULY PASSED by a majority vote of all members of the City Council of the City of La Marque on the _____ day of _________ 2023.

__________________________
Keith Bell
Mayor

__________________________
Kierra Nance, TRMC
City Clerk

# CLEAN COAST TEXAS:

# COLLABORATION OPPORTUNITIES WITH LA MARQUE

## Overview

The Clean Coast Texas Collaborative program, or the Collaborative, is currently seeking to partner with coastal communities. The purpose of this document is to serve as a framework for outlining potential partnership opportunities between Clean Coast Texas and La Marque. Clean Coast Texas, as a non-regulatory program, is dedicated to helping communities achieve their own goals around water quality and resiliency. The process involves an iterative, flexible approach. This document serves as a dialogue to gauge needs and interests, which will inform a plan of action for La Marque and the Clean Coast Texas Collaborative.

## About Clean Coast Texas

The Clean Coast Texas program is a collaborative effort to assist local governments in the identification and implementation of best-fit strategies to improve water quality and stormwater management. The Clean Coast Texas Collaborative is comprised of a dynamic team of professionals (Figure 1) who engage with coastal communities for the advancement of environmental outreach and education, comprehensive planning, local and regional policy development, green stormwater infrastructure projects, floodplain management, on-site sewage facilities (septic systems) maintenance, and funding strategies to support the adoption of  priorities.

The Collaborative establishes partnerships with coastal communities by first opening a Community Interest Survey, followed by an internal Regulatory Review. Through an iterative process with community leaders, the Collaborative assesses needs and creates a plan to mobilize our Menu of Services, which can be solidified through a Memorandum of Understanding. The timeline for this process is shown in Figure 3.


**Figure 1.** The Clean Coast Texas Collaborative partners and their respective roles.

## Community Needs Assessment

Clean Coast Texas met with La Marque representatives Cesar Garcia, Rick Sailler, Dinh Ho, and Mikala Halbrook on April 17, 2023, via Zoom (Table 1). The meeting was initiated following the completion of the Clean Coast Texas Community Interest Survey by Cesar Garcia and other stakeholders from La Marque in addition to background and peripheral work in the community by a Clean Coast Texas partner, Texas Community Watershed Partners.

Table 1. Meeting attendees and associated affiliations

| Name | Affiliation |
|---|---|
| Christina Lopez | Clean Coast Texas, The Meadows Center for Water and the Environment - Texas State University |
| Jason Pinchback | Clean Coast Texas, Texas General Land Office |
| Tyler Hartwick | Clean Coast Texas, The Meadows Center for Water and the Environment - Texas State University |
| Madgellen Cleary | Clean Coast Texas, Texas Sea Grant |
| Debalina Sengupta | Clean Coast Texas, Texas Sea Grant |

| | |
|---|---|
| Celina GauthierLowry | Clean Coast Texas, Texas Community Watershed Partners, AgriLife Extension |
| Charriss York | Clean Coast Texas, Texas Community Watershed Partners, AgriLife Extension |
| Nick Dornak | Clean Coast Texas, Doucet & Associates |
| Sarah Weber | Clean Coast Texas, Doucet & Associates |
| Cesar Garcia | La Marque, City Manager |
| Rick Sailler | La Marque, Director of Public Works |
| Dinh Ho | La Marque, City Engineer |
| Mikala Halbrook | La Marque, Executive Assistant to City Manager |

*La Marque community needs were identified as follows:*

1. Soil Erosion and Sedimentation of Highland Bayou
    - **Background:** Properties along Highland Bayou have been experiencing the adverse effects of sedimentation and water pollution. According to the Highland Bayou WPP, the bayou is listed as an impaired waterway with high levels of bacteria and low levels of dissolved oxygen. Streambank erosion is an issue in some areas while other portions of the bayou experience silting in/sediment buildup in the main channel, within culverts and canal communities. Stormwater runoff is a concern. La Marque is pursuing several funding sources (including GLO's CEPRA program) specifically for erosion at Highland Bayou Park and for sedimentation in Omega Bay (canal community).
2. **Objective:** Identify strategies to reduce nonpoint source pollution and stormwater runoff to Highland Bayou from WPP and city priorities. For example, WPP Management Measures #6 Green infrastructure and Stormwater Wetlands and #8 Landscaping and Landscaping Debris Ordinances. Grant Funding & Resource Assistance
    - **Background:** La Marque has limited capacity to apply for funding, but they are applying for multiple efforts including a stormwater management plan and for select erosion and sedimentation issues in Highland Bayou.
    - **Objective:** As funding needs associated with stormwater projects arise, assist with grant funding opportunities and help connect La Marque with additional resources and organizations like the Houston-Galveston Area Council.
3. Improve Ordinances

- **Background:** La Marque needs to revise ordinances to meet MS4 requirements. While Clean Coast Texas cannot help La Marque meet those requirements, we can help develop ordinances that provide a holistic, long-term approach to stormwater management and improve water quality.
- **Objective:** Review and provide recommendations for adopting ordinances that support surface water quality improvement (beyond MS4 requirements).

4. Opportunities for Partnership Development
    - **Background:** The stretch of Highland Bayou within La Marque is bordered by several communities both incorporated and unincorporated. Land use decisions and practices by a number of public and private property owners contribute stormwater runoff to Highland Bayou.

      **Objective:** Explore partnership opportunities related to surface water quality and stormwater management with neighboring property owners along the bayou.

## Clean Coast Texas Assistance

The Collaborative offers a Menu of Services to coastal communities. Below are some examples of how the services could be applied to La Marque.

*Education & Community Events*

Texas Community Watershed Partners, a member of the Collaborative, could host a Green Infrastructure for Texas (GIFT) workshop. GIFT offers multi-level approach to Green Infrastructure (GI). The workshop can help La Marque examine how green infrastructure practices from small to large can work where they live, on individual properties, in neighborhoods, or on large undeveloped land. These nature-based solutions are intended to work in conjunction with built drainage systems (gray infrastructure) to reduce flood risk while also reducing stormwater runoff and improving water quality.

In addition to the GIFT workshop, Texas Community Watershed Partners could host a Community Health and Resource Management (CHARM) workshop. This workshop features a participatory mapping application, which gives local officials, stakeholders, and citizens the power to map and analyze growth with real-time feedback. As CHARM includes over three dozen indicators for assessing planning decisions, participants see how planning decisions made today will impact tomorrow's environment and community.

What is more, the Collaborative could also provide stormwater drainage inlet markers depending on the community's MS4 permit. The markers would be located on pavement above inlets and indicate that stormwater drains to the bay. Markers are used in many communities as an educational tool.

*Ordinance & Stormwater Criteria*

The Collaborative can assist La Marque in updating ordinances around stormwater management and water quality, coupled with aiding in the implementation of nonpoint source-related management techniques, if any, as identified in the Stormwater Master Plan. Clean Coast Texas recommends the Guidance for Sustainable Stormwater Drainage on the Texas Coast, also known as the Sustainable Stormwater Manual, for consideration. This manual provides planning and engineering design guidance for new developments and re-developments that implement effective and cost-efficient stormwater management measures to protect water quality.

*Stormwater Retrofit Design & Construction*

Following the guidance of the Sustainable Stormwater Manual, the Collaborative can assist La Marque by identifying green stormwater infrastructure interventions to assist with water quality and resiliency. Based on projects identified and community interest, the Collaborative could provide conceptual designs, construction plans, cost estimates, permitting, and maintenance guidance.

Rain gardens, rainwater harvesting, and permeable pavers are examples of green stormwater infrastructure that communities often utilize to assist with stormwater drainage (Figure 2). These projects can be scalable—some communities start with demonstration-scale projects, such as retrofitting a portion of a parking lot with permeable pavers or directing the flow of runoff into a rain garden. Green stormwater infrastructure provides many additional benefits, including improved habitat and aesthetics, and also serves as an educational tool.

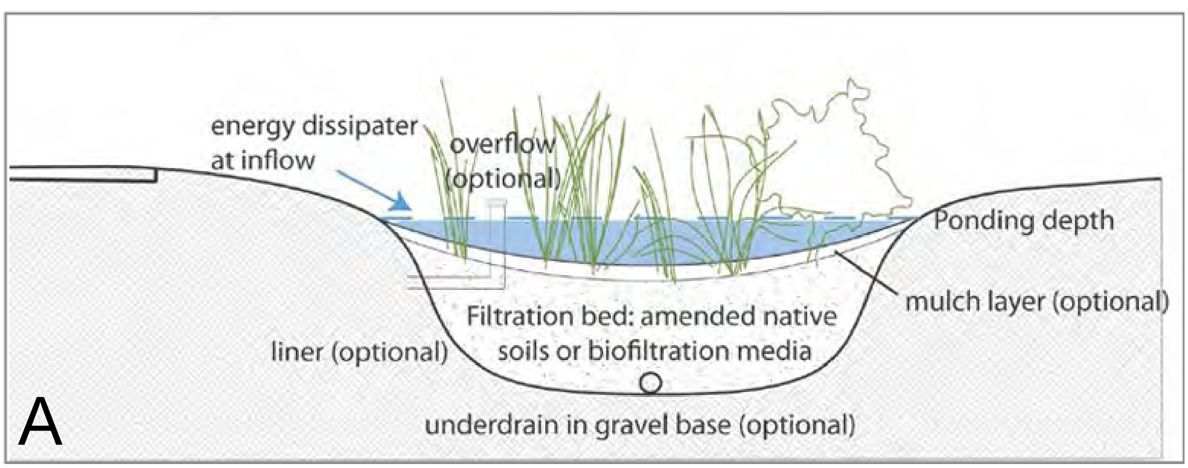



**Figure 2**. Section 6.5 of the Sustainable Stormwater Manual showcases the (A) conceptual design for a rain garden and (B) a fully functional rain garden located in the median of a parking lot (B) (p. 88).

*Grant Funding Assistance*

La Marque has identified a few projects with funding needs. The Collaborative can support projects aligned with the Texas Nonpoint Pollution Control Program—such as stormwater reduction and water quality enhancement measures on public property—by helping to find and interpret grant opportunities, providing grant writing support, and identifying grant matching resources.

*Water Quality Analysis & Community Science*

Texas Stream Team is a statewide community science program administered by The Meadows Center for Water and the Environment. Texas Stream Team involves training residents to routinely monitor water quality parameters in a water body. Monitors collect data on the water temperature, clarity, conductivity, pH, bacteria, and much more. Texas Stream Team programs could supplement existing water quality efforts and raise the profile of water quality throughout the community. As shown in Figure 3, several active Texas Stream Team sites are located nearby. Houston-Galveston Area Council and Galveston Bay Foundation have water quality monitoring in this area. As such, a Texas Stream Team monitoring group in La Marque would complement existing efforts and close data gaps.

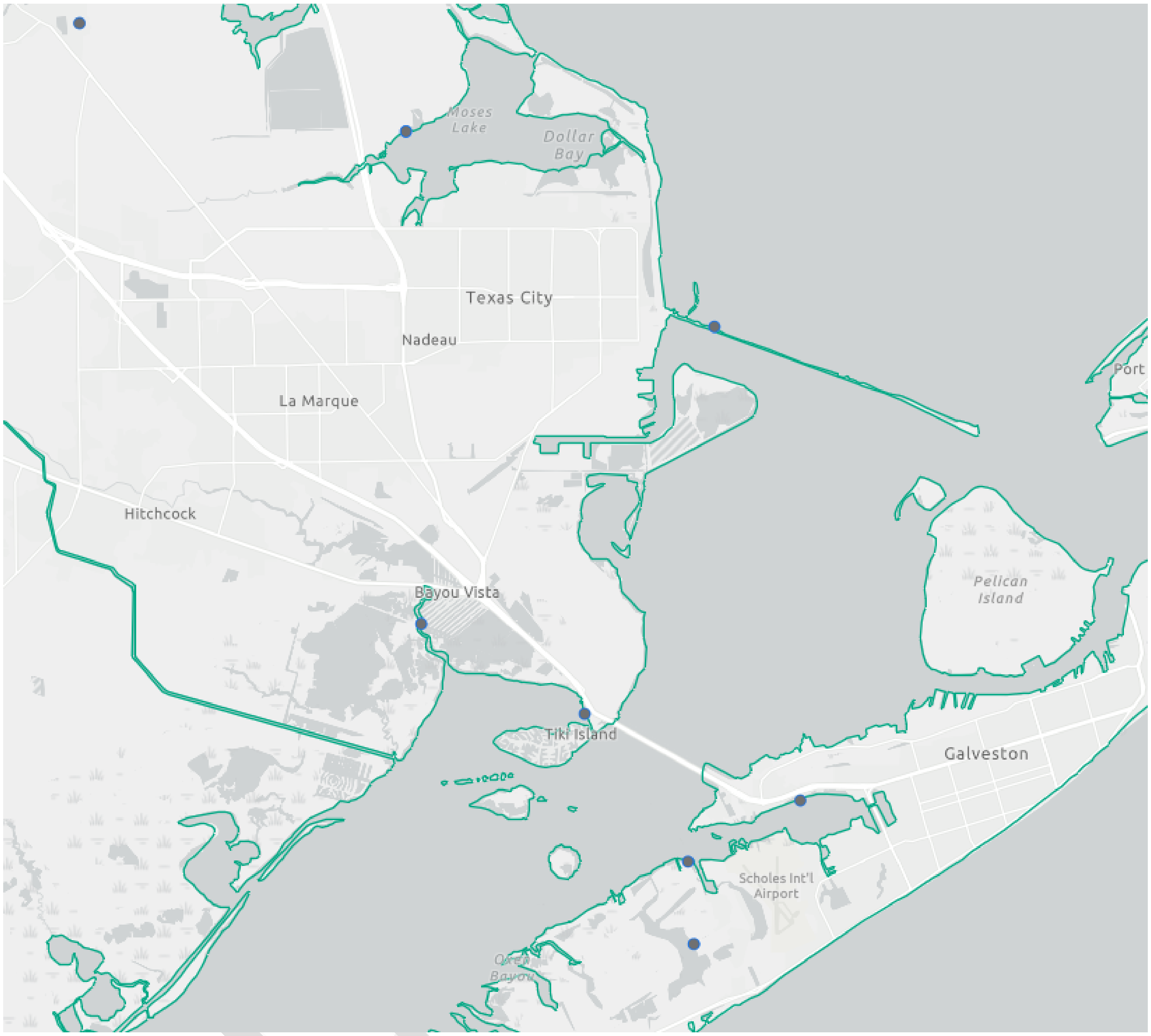



**Figure 3**. Active Texas Stream Team sites near La Marque.

## TIMELINE FOR DEVELOPING PARTNERSHIPS

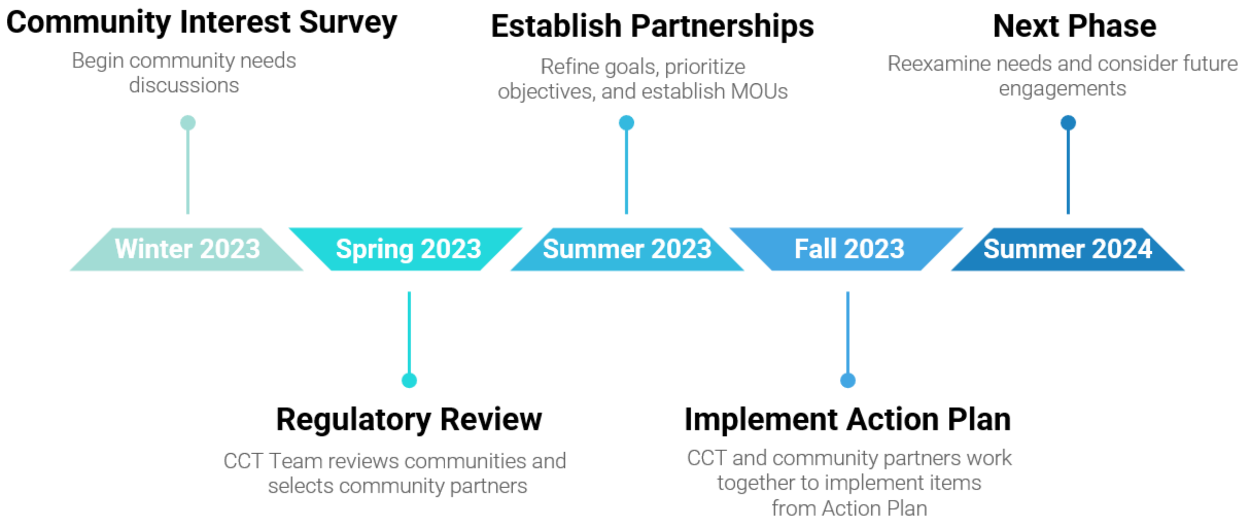



**Figure 4**. The Clean Coast Texas Collaborative's timeline for establishing community partners. The Collaborative is funded in two-year increments, though community partnerships can be extended into the next phase of programming.

# CITY COUNCIL AGENDA FORM

Meeting Date: July 10, 2023
Prepared by: Mikala Halbrook
Department: Administration

Agenda item: ____________________
Reviewed by: ____________________

**AGENDA ITEM DESCRIPTION:** Memorandum of Understanding (MOU) with The Chosen Ones Outreach Ministries of Galveston, Inc.

**STAFF BRIEFING:**
Respectfully request that the attached MOU be approved by resolution. This MOU would allow the City to work in partnership with The Chosen Ones Outreach Ministries of Galveston, Inc.

**HISTORY:** The Chosen Ones Outreach Ministries of Galveston, Inc. is a faith based, nonprofit 501©3 organization. The organization will be able to assist citizens of La Marque with past-due utility payments, back rent, eviction notices, past-due mortgages, overdue property taxes, back homeowners insurance, and HOA fees.

**TARGET IMPLEMENTATION:** July 10, 2023, City Council Meeting

**SIGNIFICANT ACTION DATES**: July 10, 2023.

**ACTION**:

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

| Cost Details: | |
|---|---|
| Budgeted | 0 |
| Actual Bid | |
| Estimated Expenditure | 0 |
| Acct. Name(s) | |
| Line Items # | |
| Other Funding | |

**STAFF'S RECOMMENDATION:** City Attorney Gus Knebel has reviewed and approved the MOU. City Manager Cesar Garcia recommends that this MOU be presented and approved at the regular meeting of July 10, 2023.

**FISCAL IMPACT:** Not applicable.

**RESOLUTION NO. R-2023-00**

A RESOLUTION ACKNOWLEDGING THE RELATIONSHIP BETWEEN THE CHOSEN ONES OUTREACH MINISTRIES OF GALVESTON, INC AND THE CITY OF LA MARQUE

**WHEREAS,** The Chosen Ones Outreach Ministries of Galveston, Inc is a faith based nonprofit organization with interest in assisting citizens of La Marque with past due household payments relating to utility bills, mortgages, lean Coast Texas program is a collaborative effort to assist local governments in improving water quality and stormwater management.

**WHEREAS,** The City of La Marque understands that there is a need in the community for this type of service and welcomes partners who take an interest in assisting citizens in their time of need.

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

The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

The City Council of La Marque, Texas, acknowledges the Memorandum of Understanding between the The Chosen Ones Outreach Ministries of Galveston, Inc and the City of La Marque, Texas.

The City Manager is authorized to sign the nonbinding Memorandum of Understanding between the City of La Marque, Texas and The Chosen Ones Outreach Ministries of Galveston, Inc attached as Exhibit 1.

DULY PASSED by a majority vote of all members of the City Council of the City of La Marque on the _____ day of _________ 2023.

_________________________
Keith Bell
Mayor

_________________________
Kierra Nance, TRMC
City Clerk

**RESOLUTION NO. 2023-00**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, REQUESTING PREVENTATIVE TREE TRIMMING ON AND AROUND UTILITY LINES**

**WHEREAS**, The City of La Marque is committed to preserving life and property at all times, especially during Hurricane Season; and

**WHEREAS**, in the event of a storm it is paramount that services be restored promptly; and

**WHEREAS**, The City understands that preventative, rather than reactionary service is the best way to ensure quality of life in the unfortunate event that service is lost;

**WHEREAS,** The City of La Marque requests and encourages all utility partners to begin preventative tree maintenance in their services areas of the City.

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

Section 1. The facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. In the best interests of the City of La Marque and its citizens, it is hereby authorized for service providers to each be issued this letter and for services to be provided as needed.

Section 3. This Resolution shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED** on this the _________ day of _____________ 2023.

_______________________________________
Keith Bell, Mayor
City of La Marque, Texas

ATTEST:

_______________________________________
Kierra Nance, City Clerk
City of La Marque, Texas

# RESILIENT COMMUNITIES PROGRAM

Texas General Land Office
Community Development & Revitalization

The Texas General Land Office (GLO) allocated up to $100 million in Community Development Block Grant Mitigation (CDBG-MIT) funds for the Resilient Communities Program (RCP). The RCP will fund the development, adoption, and implementation of modern and resilient building codes and flood damage prevention ordinances to ensure that structures built within the community can withstand future hazards.

More information and the application are available at recovery.texas.gov/rcp.

Communities are encouraged to also learn about RCP's companion program, the Local Hazard Mitigation Plans Program (LHMPP), which is actively accepting applications. Visit LHMPP's web page at recovery.texas.gov/mitigation/lhmpp.

## Eligibility Criteria

Applications will have a maximum of $300,000 per applicant, first-come first-served.

At least 50% must address mitigation needs in the CDBG-MIT most impacted and distressed (MID) areas identified by the United States Department of Housing and Urban Development (HUD).

## Eligible Applicants

Units of local government (e.g., cities, counties, federally recognized tribes, and councils of governments) located in a CDBG-MIT eligible area. Entity must have legal authority to adopt and enforce the building code, zoning ordinance, land use plan, and/or comprehensive plan proposed in the RCP application.

### Planning Activities

Develop, update, adopt, and implement:

- BUILDING CODES that meet or exceed International Residential Code (IRC) edition 2012;
- FLOOD DAMAGE PREVENTION ORDINANCES
  - Must require new structures to be at least 2-feet above base flood elevation;
- ZONING ORDINANCES
  - based upon a land use plan or comprehensive plan; and
- Forward-looking LAND USE PLANS and/or COMPREHENSIVE PLANS that integrate hazard mitigation planning.

### Public Service Activities

Activities leading to an increase in community knowledge and/or the National Flood Insurance Program's voluntary Community Rating System's (CRS) incentive program.

Examples include education and outreach campaigns that alert communities and beneficiaries to mitigation opportunities and best practices.

Public Service activities must meet a HUD national objective.

## Technical Assistance

RCP staff is available to assist potential applicants with understanding how the program can best assist in meeting the needs of the community with regard to mitigation activities, such as modern building code adoption, that increase the resilience and reduce the likelihood of losses of life and property from future disasters.

**RCP Contact information: (512) 770-4900** rcp.glo@recovery.texas.gov

RUN IN CLASSIFIEDS AS A STANDARD PUBLIC NOTICE

ONE TIME ONLY

(DATE BELOW)

**Questions? Contact** Kierra Nance **at 409-938-9259**

AD STARTS HERE:

**REQUEST FOR PROPOSALS**

**City of La Marque**

The City of La Marque is soliciting planning and management service providers to assist the City of La Marque with the development, adoption, and implementation of modern and resilient building codes and flood damage prevention ordinances for the Community Development Block Grant-Mitigation (CDBG-MIT) Resilient Communities Program (RCP) through the Texas General Land Office. Accordingly, the City of La Marque seeks to contract with a qualified service provider for planning and management services. Please electronically submit your proposals in .pdf format via email/website to/at www.bids.cityoflamarque.org **OR** submit your proposal to the address below on a thumb drive **OR** submit 6 copies of your proposal of services to the following address: Attn: City Clerk, *1111 Bayou Rd La Marque, TX 77568.* Proposals must be received by the City of La Marque no later than 10:00 a.m. on (Insert *Date*) to be considered. The City of La Marque reserves the right to negotiate with any and all proposers, as per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards. Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit proposals. City of La marqueis an Affirmative Action/Equal Opportunity Employer. Servicios de traducción están disponibles por peticion.

AD ENDS HERE:

**PRINT IN CLASSIFIEDS AS A STANDARD PUBLIC NOTICE**

| | |
|---|---|
| Run Date | Insert the publication dates |
| **Newspaper** | Galveston Daily News |
| Billing to | City of La Marque |
| Questions call | Kierra Nance 409-938-9259 |
| Due at Paper | Insert newspaper advertisement deadline |

**Request for Proposal (RFP) for Planning and Management Professional Services - Cover Letter**

*Date*

Re: Texas General Land Office ("GLO") Community Development Block Grant-Mitigation (CDBG-MIT) Resilient Communities Program (RCP)

Dear Service Providers:

Attached is a copy of the Entity's Request for Proposals ("RFP") for planning and management services. These services are being solicited to assist the City of La Marque with the development, adoption, and implementation of modern and resilient building codes and flood damage prevention ordinances. If awarded with funding, CDBG-MIT funds will be administered by and implemented through the Texas General Land Office fund.

The submission requirements for this proposal are included in the attached RFP. Please submit a proposal of services and statement of qualifications to:

*City Clerk*

*1111 Bayou La Marque, TX 77568*

*www.bids.cityoflamarque.org*

The deadline for submission of proposals is (*Insert the same Date & Time you included in the newspaper notice*). It is the responsibility of the submitting entity to ensure that the proposal is received in a timely manner. Proposals received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting provider. City of La Marquereserves the right to negotiate with any and all service providers submitting timely proposals.

City of La Marque is an Affirmative Action/Equal Opportunity Employer. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit proposals.

Sincerely,

________________________

*Kierra K. Nance, City Clerk*

## RFP for Planning and Management Services

City of La Marque is seeking proposals from competent planning firm(s) to assist the City of La Marque in developing, adopting and implementing modern and resilient building codes and flood damage prevention ordinances under GLO's Community Development Block Grant-Mitigation (CDBG-MIT) Resilient Communities Program (RCP) program(s). The following outlines the request for proposals.

1. <u>Scope of Work</u> – The successful firm will assist City of La Marque in developing, adopting and implementing modern and resilient building codes and flood damage prevention ordinances to ensure that structures built within the community can withstand future hazards that meet the requirements outlined in the International Residential Code 2012; CDBG-MIT requirements of at least two (2) feet above base flood elevation; and GLO requirements.

<u>Eligible activities under RCP include but are not limited to (applicant is NOT required to engage in all eligible activities-only those activities the applicant is interested in pursuing):</u>

- Development, adoption, and implementation of Building Codes that meet or exceed the standards set forth in the International Residential Code 2012 (IRC 2012);
- Development, adoption, and implementation of a Flood Damage Prevention Ordinance that meets CDBG-MIT requirements of at least 2 feet above base flood elevation;
- Development, adoption, and implementation of a Zoning Ordinance based upon a land use plan or comprehensive plan;
- Development and adoption of forward-looking land use plans that integrate hazard mitigation plans;
- Development and adoption of forward-looking Comprehensive Plans that integrate hazard mitigation plans; or
- Public Service activities focused on education and outreach campaigns designed to alert communities and beneficiaries to opportunities to further mitigate identified risks through insurance, best practices, and other strategies. Public information activities leading to Community Rating System (CRS) credit accrual and CRS eligibility are eligible under this activity.

<u>Program requirements under RCP include but are not limited to:</u>

- **Building Codes**: Adopted building code must meet or exceed IRC 2012; and Adoption of selected building code must be complete within 12 months of grant award.
- **Flood Damage Prevention Ordinance:** Adopted ordinance must meet CDBG-MIT requirements of at least two feet above base flood elevation; and Adoption must be complete within 12 months of grant award.
- **Zoning Ordinance:** Adopted ordinance must be based on an adopted Land Use or Comprehensive Plan that was written within the last five (5) years of the date of application for this program; and Adoption must be complete within 12 months of grant award.
- **Land Use Plans:** Land use plans must be forward-looking and integrate the relevant portions of the local hazard mitigation plan if one exists; Plans must identify local hazard risks and explain how the plan mitigates against those risks; Plans must be accompanied by a zoning ordinance that codifies the land use plan; and Adoption must be complete within 18 months of grant award.
- **Comprehensive Plans:** Adopted Comprehensive Plans must include: (1) a Population Study that provides a population estimate and population projection for the next 20 years; (2) a Housing Study that describes the composition of the existing housing stock, including total number of units, number of single family and multifamily units, and vacancy rates, as well as a projection for the number of future housing units needed ten (10) years from the date of the plan and the composition of those units (e.g., single family, multifamily; (3) a Land Use Study/Plan that describes the land use of every parcel within the jurisdiction and includes a future land use map that accounts for future population changes; (4) a Zoning Ordinance that codifies the Land Use Plan; and (5) an Infrastructure Study and Capital Improvement Plan that describes the water, wastewater, drainage, and streets systems, including length, width, materials, and condition or age (if available), as well as proposed prioritized improvements to those systems; Plan must identify local hazard risks and explain how the plan mitigates against those risks; and

Adoption of approved Comprehensive Plan and Zoning Ordinance must be complete within 24 months of grant award. Failure to adopt within that timeframe will result in the forfeiture of grant funds and repayment.

- **Public service activities:** Must be focused on education and outreach campaigns designed to alert communities and beneficiaries to opportunities to further mitigate identified risks through insurance, best practices and other strategies; and Public Information Activities conducted with the intent of earning CRS credits must meet the requirements for those activities within the CRS Coordinator's Manual.

2. Statement of Qualifications- The Entity is seeking to contract with a competent planning firm experienced in mitigation planning and management. Please provide the following information:
   - A brief history of the proposing entity, including general background, knowledge of and experience working with relevant agencies.
   - Related experience in federally-funded programs.
   - A description of work performance and experience with Mitigation Planning, including a list of at least three references from past local government clients.
   - Describe the service provider's capacity to perform as well as resumes of all employees who will or may be assigned to provide services if your firm is awarded a contract through this solicitation.
   - A statement substantiating the service provider's resources of and the ability to carry out the scope of work requested in a timely manner.

3. Proposed Cost of Services - We are seeking a firm fixed-price cost proposal. Please provide your cost proposal to accomplish the scope of work outlined above and for any additional services required to implement the project described in this solicitation. The proposal should include pricing per jurisdiction and must include all costs that are necessary to successfully complete these activities. The Entity will consider dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises. Contract pricing for services under this RFP will be adjusted if final number of participating jurisdictions differ from the current estimate. Please note that the lowest/best bid will not be used as the sole basis for entering into this contract.

   *Profit (either % / actual cost) must be identified and negotiated as a separate element of the price of the contract. To comply, the respondent must disclose and certify in its proposal the percentage of profit being used.*

4. Evaluation Criteria - The proposal received will be evaluated and ranked according to the following criteria and using the rating sheet enclosed:

| Criteria | | Maximum Points |
|---|---|---|
| Experience | | 50 |
| Work Performance | | 25 |
| Capacity to Perform | | 15 |
| Proposed Cost | | 10 |
| **Total** | | 100 |

5. Submission Requirements

   - **Statement of Conflicts of Interest** (if any) the service provider or key employees may have regarding these services, and a plan for mitigating the conflict(s). Note that Entity may in its sole discretion determine whether or not a conflict disqualifies a firm, and/or whether or not a conflict mitigation plan is acceptable.
   - **System for Award Management**. Service Providers **must have an active registration** in the System for Award Management (https://www.sam.gov/SAM/). Service provider and its Principals may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the service provider as well as its principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). This clearance information should be included in the service provider's Proposal. **The clearance in the Service Provider's proposal must be re-verified prior to award**. Enclose a printout of the search results that includes the record date.

- **Form CIQ,** (enclosed). Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local government entity disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local government entity. Questionnaire form CIQ is included in the RFP and must be submitted with the response.
- **Certification Regarding Lobbying (**enclosed). Certification for Contracts, Grants, Loans, and Cooperative Agreements is included in the RFP and must be submitted with the response.
- **Form 1295,** (enclosed). Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by awarded vendor at time of signed contract submission. Form 1295 is included in this RFP for your information.
- **Required Contract Provisions**. Applicable provisions (enclosed) must be included in all contracts executed as a result of this RFP.

6. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Small and minority businesses, women's business enterprises, and labor surplus area firms ***must*** participate in this RFP. If the awarded vendor is a prime contractor and may use subcontractors, the following affirmative steps are required of the prime contractor:
    1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
    2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
    3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
    4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
    5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
    6) **Please choose the MBDA Center that is in closest proximity to your community. Please use the following link: https://www.mbda.gov/mbda-programs. Email your RFP to the appropriate center. If your Center cannot be reached by email, it is strongly recommended that the RFP be sent to the appropriate center via CERTIFIED MAIL, return receipt requested.**

Minority-owned businesses may be eligible for contract procurement assistance with public and private sector entities from MBDA centers:

Dallas MBDA Business Center
8828 N. Stemmons Freeway, Ste. 550B
Dallas, TX 75247
214-920-2436
Website: https://www.mbdadfw.com
Email: admin1@mbdadallas.com

Houston MBDA Business Center
3100 Main Street, Ste. 701
Houston, TX 77002
713-718-8974
Website: https://www.mbda.gov/business-center/houston-mbda-business-center
Email: MBDA@hccs.edu

El Paso MBDA Business Center
2401 East Missouri Avenue
El Paso, TX 79903
915-351-6232
Website: https://www.mbda.gov/business-center/el-paso-mbda-business-center
Email: treed@ephcc.org

San Antonio MBDA Business Center
501 W. Cesar E. Chavez Blvd., Ste. 3.324B
San Antonio, TX 78207
210-458-2480
Website: https://www.mbda.gov/business-center/san-antonio-mbda-business-center
Email: orestes.hubbard@utsa.edu

Small and woman-owned businesses may be eligible for assistance from SBA Women's Business Centers:

U.S. Small Business Administration- Dallas/Fort Worth District Office
150 Westpark Way, Ste. 130
Euless, TX 76040
214-572-9452
Website: https://www.sba.gov/offices/district/tx/dallas-fort-worth
Email: dfwdo.email@sba.gov

WBEA – Women's Business Center

9800 Northwest Freeway, Ste. 120
Houston, TX 77092
713-681-9232
Website: https://www.wbea-texas.org/womens-business-center

Email: wbc@wbea-texas.org

LiftFund Women's Business Center
600 Soledad St.
San Antonio, TX 78205
888-215-2373 ext. 3000
Website: https://womensbusinesscentersa.com/

SBA also provides assistance at Small Business Development Centers located across Texas:
***https://americassbdc.org/small-business-consulting-and-training/find-your-sbdc/***

7. Deadline for Submission –It is the responsibility of the submitting entity to ensure that the proposal is received in a timely manner. Proposals received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting firm.

   Please electronically submit your proposal in .pdf format via website at www.bids.cityoflamarque.org **OR** submit your proposal to the address below on a thumb drive **OR** submit 6 copies of your proposal of services and a statement of qualifications for the proposed services to the following address: Attn: City Clerk,*1111 Bayou La Marque, TX 77568.* Proposals must be received by the City no later than 10:00 a.m. on (Insert *Date*) to be considered.

   Any questions or requests for clarification must be submitted in writing via submittal portal to the address above at least 3 business days prior to the deadline. Entity may, if appropriate, circulate the question and answer to all service providers submitted proposals.

**Community Development Block Grant-Mitigation (CDBG-MIT) Resilient Communities Program (RCP)**
**Planning and Management Professional Services – Program Description**

Through this CDBG-MIT RCP, Entity may submit applications for any eligible activity for which they are an eligible applicant (e.g., a county may apply to update or adopt a new building code but may not apply to create and adopt a zoning code). Entity is NOT required to engage in all eligible activities- only those activities the Entity is interested in pursuing. The GLO may use the adoption of codes, ordinances, and/or plans in this program as scoring criteria in other CDBG-MIT programs. Activities should:

i. Promote sound, sustainable long-term mitigation planning informed by a post-disaster evaluation of hazard risk, especially land-use decisions that reflect responsible floodplain management and take into account future possible extreme weather events and other natural hazards and long-term risks;
ii. Coordinate with local and regional planning efforts to ensure consistency, and promote community-level and/or regional (e.g., multiple local jurisdictions) mitigation planning;
iii. Integrate mitigation measures into all activities and achieve objectives outlined in regionally or locally established plans and policies that are designed to reduce future risk to the jurisdiction; and
iv. Result in buildings that are more resilient to the impacts of natural hazards.

| | |
|---|---|
| **Applicant:** ______________________________ | |
| **Anticipated Participants include (name each participant):**<br>1.______________________________<br>2.______________________________<br>3.______________________________<br>4.______________________________<br>5.______________________________ | |
| **Anticipated Program** | CDBG-MIT RCP |

***This form will be inserted into the RFP Packet.***
***APPROVED BY:***

______________________________
**City of La Marque**

Grant Recipient:_______________________________ Program: _____________CDBG-MIT RCP_____

Name of Respondent ___________________________

Evaluator's Name: _____________________________ Date of Rating:__________________________________

**Rate the Respondent of the Request For Proposal (RFP) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent.**

**Experience**

| | Factors | Max.Pts. | | Score |
|---|---|---|---|---|
| 1. | Evidence of developed plans in the State | 30 | | |
| 2. | CDBG, GLO and/or other grant experiences with various agencies | 20 | | |
| 3. | | | | |
| 4. | | | | |
| | **Subtotal, Experience** | 50 | | |
| | **Comments:** | | | |

**Work Performance**

| | Factors | Max.Pts. | | Score |
|---|---|---|---|---|
| 1. | Facilitates completion of activities on schedule | 10 | | |
| 2. | Capacity to complete number and quality maps | 5 | | |
| 3. | Capacity to schedule, coordinate and facilitate workshop meetings | 10 | | |
| | **Subtotal, Work Performance** | 25 | | |
| | **NOTE: Information necessary to assess the offeror on this criterion should be gathered by contacting past and current clients.** | | | |
| | **Comments:** | | | |

**Capacity to Perform**

| | Factors | Max.Pts. | | Score |
|---|---|---|---|---|
| 1. | Experienced planning and management staff within the organization | 10 | | |
| 2. | Experienced GIS staff within the organization | 5 | | |
| | **Subtotal, Capacity to Perform** | 15 | | |
| | **Comments:** | | | |

**Proposed Cost**

| | Factors | Max.Pts. | | Score |
|---|---|---|---|---|
| | A = Lowest Proposal $______________<br>B = Bidder's Proposal $______________<br>A ÷ B X 20 equals Respondent's Score | | | |
| | **Subtotal, Proposed Cost** | 10 | | |

**TOTAL SCORE**

| | Factors | Max.Pts. | | Score |
|---|---|---|---|---|
| ☐ | Experience | 50 | | |
| ☐ | Work Performance | 25 | | |
| ☐ | Capacity to Perform | 15 | | |
| ☐ | Proposed Cost | 10 | | |
| | **Total Score** | 100 | | |
| | | | | |

## Cost of Services: Planning and Management Services

**<u>To be completed by proposing firm:</u>**

**The Entity may apply for all, none, or any combination of the activities listed below and choose one or more service providers to implement its awarded Planning and Management activities.**

☐ Development, adoption, and implementation of Building Codes that meet or exceed the standards set forth in the International Residential Code 2012 (IRC 2012);

☐ Development, adoption, and implementation of a Flood Damage Prevention Ordinance that meets CDBG-MIT requirements of at least 2 feet above base flood elevation;

☐ Development, adoption, and implementation of a Zoning Ordinance based upon a land use plan or comprehensive plan;

☐ Development and adoption of forward-looking land use plans that integrate hazard mitigation plans;

☐ Development and adoption of forward-looking Comprehensive Plans that integrate hazard mitigation plans; or

☐ Public Service activities focused on education and outreach campaigns designed to alert communities and beneficiaries to opportunities to further mitigate identified risks through insurance, best practices, and other strategies. Public information activities leading to Community Rating System (CRS) credit accrual and CRS eligibility are eligible under this activity.

CDBG-MIT funds administered and implemented through the Texas General Land Office fund these planning activities, and the Mitigation Plan development and approval oversight is administered by HUD and implemented through the Texas General Land Office. Grant awards will be $300,000 per applicant. The proposed program start date is six (6) months after HUD's approval of [the CDBG-MIT RCP Action Plan] (TBD) and will be processed for eligibility on a first come, first served basis. The proposed end date is six (6) years from the start of the program.

Resilient Communities Program will fund the development, adoption, and implementation of modern and resilient building codes and flood damage prevention ordinances to ensure that structures built within the community can withstand future hazards.

**EXAMPLE ONLY:**

| Entity [Mitigation Plan] | Total Cost |
|---|---|
| Hidalgo County | $73,263.00 |
| University of Texas Medical Branch at Galveston (UTMB) | $45,000.00 |
| Brooks County | $66,730.00 |
| Grayson County | $144,900.00 |
| Willacy County | $80,196.00 |
| Angelina County | $84,500.00 |
| Nueces County | $82,350.00 |
| Coryell County | $112,500.00 |
| Kleberg County | $80,048.50 |
| Taylor | $72,000.00 |
| Guadalupe-Blanco River Authority | $87,752.00 |
| Central Texas Council of Governments | $230,711.79 |
| Victoria County | $55,000.00 |
| San Jacinto County | $52,120.00 |
| Houston | $49,560.00 |
| Metropolitan Transit Authority of Houston | $55,069.00 |
| Eastland County | $125,999.98 |
| San Patricio County | $85,500.00 |
| Aransas County | $69,784.49 |
| Kerr County | $141,233.00 |
| Jasper County | $65,016.00 |
| Leon County | $136,000.00 |
| Goliad County | $104,000.00 |
| Trinity County | $94,658.76 |
| Live Oak County | $94,360.00 |
| Duval County | $127,999.95 |
| Rusk County | $54,600.00 |
| Van Zandt County | $77,279.00 |
| Robertson County | $112,000.00 |
| Harris County | $269,170.00 |
| Medina County | $120,000.00 |
| Nortex Regional Planning Commission | $540,000.00 |
| Tyler County | $80,100.00 |
| Caldwell County | $160,000.00 |
| Dallas County | $173,352.30 |
| San Angelo | $88,000.00 |
| Atascosa County | $132,300.00 |
| South Texas Development Council | $96,000.00 |
| Pecos County | $96,000.00 |
| South Plains Association of Governments | $268,349.33 |
| Combes, Town of | $120,300.00 |
| Sugar Land | $100,000.00 |
| Hidalgo County | $173,570.00 |
| Llano County | $108,300.00 |
| Fannin County | $153,000.00 |
| Brownsville Public Utilities Board | $76,067.00 |
| South East Texas Regional Planning Commission | $220,000.00 |
| Lubbock County | $232,000.00 |
| Bastrop County | $144,780.00 |
| Houston County | $149,750.00 |

Other considerations:

# Insert Certificate of Insurance

# Insert System for Award Management (SAM) record search for company name and company principal

# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

**For vendor doing business with local governmental entity**

| | |
|---|---|
| **This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.** | **OFFICE USE ONLY** |
| This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). | Date Received |

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

______________________________
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

______________________________ ______________
Signature of vendor doing business with the governmental entity Date

## CONFLICT OF INTEREST QUESTIONNAIRE
## For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
(B) a transaction conducted at a price and subject to terms available to the public; or
(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or
(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or
(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
(B) that the vendor has given one or more gifts described by Subsection (a); or
(C) of a family relationship with a local government officer.

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, ____________________, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

________________________________________
Signature of Contractor's Authorized Official

____________________________________________________
Printed Name and Title of Contractor's Authorized Official

________________________________________
Date

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks “Subawardee,” then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., “RFP-DE-90-001.”

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

# Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

| | | |
|---|---|---|
| **Type of Federal Action:**<br>a. contract<br>____ b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance | **Status of Federal Action:**<br>a. bid/offer/application<br>_____ b. initial award<br>c. post-award | **Report Type:**<br>a. initial filing<br>_____ b. material change |

| | |
|---|---|
| **Name and Address of Reporting Entity:**<br>____ Prime _____ Subawardee<br>Tier______, if Known:<br><br>**Congressional , if known:** | **If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime:<br><br>**Congressional , if known:** |
| **Federal Department/Agency:** | **7. Federal Program Name/Description:**<br><br>CFDA Number, *if applicable*: __________________ |
| **Federal Action Number,** *if known:* | **9. Award Amount**, *if known:*<br><br>**$** |
| **10. a. Name and Address of Lobbying Registrant**<br>*(if individual, last name, first name, MI):* | **b. Individuals Performing Services** *(including address if different from No. 10a)*<br>*(last name, first name, MI):* |
| **11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.** | **Signature:** ________________________________<br><br>**Print Name:** _____<br><br>**Title:** _____<br><br>**Telephone No.:** ____________ **Date:** _______ |
| **Federal Use Only** | **Authorized for Local Reproduction**<br>**Standard Form - LLL (Rev. 7-97)** |

(To be completed by awarded vendor)

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

| | |
|---|---|
| Complete Nos. 1 - 4 and 6 if there are interested parties.<br>Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. | **OFFICE USE ONLY** |
| **1** **Name of business entity filing form, and the city, state and country of the business entity's place of business.** | |
| **2** **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.** | |

**3** **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of Interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**5** **Check only if there is NO Interested Party.** ☐

**6** **UNSWORN DECLARATION**

My name is ______________________________, and my date of birth is ____________________.

My address ______________________________, ______________, ______, __________, ______________.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in ______________ County, State of ____________, on the ______ day of ____________, 20____.
(month) (year)

______________________________________________
Signature of authorized agent of contracting business entity
(Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**

# REQUIRED CONTRACT PROVISIONS

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. ***Language as of August 31, 2022.**

| THRESHOLD | PROVISION | CITATION |
|---|---|---|
| >$250,000 (Simplified Acquisition Threshold) | Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. | 2 CFR 200 APPENDIX II (A) |
| >$10,000 | All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. | 2 CFR 200 APPENDIX II (B) |
| None | Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."<br><br>41 CFR 60-1.4 Equal opportunity clause.<br><br>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:<br><br>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:<br><br>During the performance of this contract, the contractor agrees as follows:<br><br>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: | 2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b) |

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted

construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.

| | | |
|---|---|---|
| >$2,000 | Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. | 2 CFR 200 APPENDIX II (D) |
| >$100,000 | Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. | 2 CFR 200 APPENDIX II (E) |
| None | Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. | 2 CFR 200 APPENDIX II (F) |
| >$150,000 | Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations | 2 CFR 200 APPENDIX II (G) |

| | | |
|---|---|---|
| | issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). | |
| >$25,000 | Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. | 2 CFR 200 APPENDIX II (H) |
| >$100,000 | Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. | 2 CFR 200 APPENDIX II (I) and 24 CFR §570.303 |
| | *See* 2 CFR §200.323. | 2 CFR 200 APPENDIX II (J) |
| | *See* 2 CFR §200.216. | 2 CFR 200 APPENDIX II (K) |
| | *See* 2 CFR §200.322. | 2 CFR 200 APPENDIX II (L) |
| >$10,000 | A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. | 2 CFR 200.323 |
| >$100,000 | *§135.38 Section 3 clause*<br>*All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):*<br><br>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. | |

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| | B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.<br><br>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.<br><br>D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.<br><br>E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.<br><br>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.<br><br>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b). | |
| None | Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August | 2 CFR 200.216 |

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| | 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:<br><br>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:<br><br>(1) Procure or obtain;<br>(2) Extend or renew a contract to procure or obtain; or<br>(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).<br><br>(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).<br>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.<br>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.<br><br>(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.<br><br>(c) See Public Law 115-232, section 889 for additional information.<br><br>(d) See also § 200.471. | |

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| None | As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:<br><br>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.<br><br>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. | 2 CFR 200.322(a)(b)(1)(2) |
| None | The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy. | 2 CFR 200.112 |
| None | The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable. | 2 CFR 200.336 |
| None | Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.<br>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.<br>(b) Affirmative steps must include:<br>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;<br>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;<br>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;<br>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; | 2 CFR 200.321 |

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| | (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and<br>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section. | |
| None | Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:<br>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.<br>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.<br>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.<br>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.<br>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.<br>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).<br>(1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.<br>(2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. | 2 CFR 200.334 |
| None | CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252, Subchapter F, **Respondent** hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas | Texas Government Code 2252.152 |

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| | Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration. | |
| >$100,000 | PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following:<br>(a) This section applies only to a contract that:<br>(1) is between a governmental entity and a company with 10 or more full-time employees; and<br>(2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.<br>) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:<br>(1) does not boycott Israel; and<br>(2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship. | Texas Government Code 2271.002 |
| Option Contract Language for contracts awarded prior to Grant Award | The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate. | Optional |
| | Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. | 42 U.S.C. 6201 |
| | The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance. | Section 504 of the Rehabilitation Act of 1973, as amended. |

*Note: A consultant that intends to respond to the Request for Proposals may provide information on Community Development Block Grant-Mitigation (CDBG-MIT) Resilient Communities Program (RCP) procurement procedures but may NOT participate in the development or drafting of specifications, requirements, statements of work, or invitations for bids or requests for proposals, including, but not limited to, the development of the scoring criteria, the final selection of firms to be contacted, or the scoring of proposals. (See 2 CFR 200.319(a)(b)).*

**Before starting, print this guidance and open the file named CDBG-MIT RCP RFP Packet.**

Use the following **checklist** as you complete the **step-by step guidance** for your Request for Proposals (RFP) for the above-mentioned Competition RFP Packet.

**Pre-Procurement Activities**

**Develop and/or review local procurement policies and procedures per 2 CFR 200.317 – 2 CFR 200.327 and Appendix II to Part 200 that ensures all solicitations comply with the following in 2 CFR §§ 200.318, 200.319 and 200.321:**

- Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured;
- Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals;
- Are conducted in a manner providing full and open competition, to ensure objective contractor performance and eliminate unfair competitive disadvantage; and
- If using a prequalified list of persons, firms, or products, the list must be current and include enough qualified sources to ensure open and free competition.

**Review written standard of conduct addressing conflict of interest per 2 CFR 200.318(c)(1):**
**Every Grantee must maintain written procedures covering conflicts of interest and governing the actions of its employees, agents, consultants, and elected officials engaged in the selection, award and administration of vendor contracts, or the management of federally-assisted or purchased property. The Grantee must design a policy that is at least as restrictive as prescribed in 24 CFR Part 570.489 and Texas Local Government Code Chapter 171.**

**If proposals are expected to be at or above $50,000.00, and if there is no price competition, or when price is not the only evaluation factor, the community must prepare an Independent Cost Estimate (ICE) to determine estimates for the costs of services.** ***See* page 12.**

**Applicant must adopt a flood prevention ordinance, or some equivalent enforcement mechanism, in order to participate in FEMA's National Flood Insurance Program (NFIP). [For instance] adoption of higher regulatory standards mandating construction at two (2) feet or greater above base flood elevation- can make a community eligible to participate in the NFIP Community rating system (CRS), [thereby] reducing the flood insurance premiums for a community's property owners.**

**Applicant must fall under GLO's Units of Local Government (cities and counties), Indian Tribes, and Councils of Governments located within a CDBG-MIT eligible area, and will hereinafter be referred to as "Entity".**

**Step 1 – Selection Review Committee (*See* below):**

**<u>Task 1.1</u>: Establish Selection Review Committee:**

Before sending out the Request for Proposals (RFP), the Entity establishes a Selection Review Committee to determine the criteria to select and rate competing respondents.

- The committee **must** include at least two people, with no maximum number of members.
- The committee is advised to include at least one local official, such as a member of the elected governing body.
- The committee may also include other elected officials; employees of the locality; employees or officers of third-party public utilities served through this project; or other relevant persons.

Committee members may not have any potential conflicts of interest with any of the individuals, firms, or agencies under review (e.g., family relationships, close friendships, business dealings) and no person who might potentially receive benefits from CDBG-assisted activities may participate in the selection, award, or administration of a contract supported by CDBG-MIT funding if that person has a real or apparent conflict of interest. 2 CFR 200.318(c)(1).

## <u>SELECTION REVIEW COMMITTEE</u>

| Name | Title/Office/Position |
|---|---|
| 1. | |
| 2. | |
| 3. | |
| 4. | |

______________________________
**City of La Marque**

**<u>Task 1.2</u>: Determine the Scope of Work (SOW)**

Determine the scope of work needed to successfully develop, adopt and implement modern and resilient building codes and flood damage prevention ordinances to ensure that structures built within the community can withstand future hazards under GLO's Community Development Block Grant-Mitigation (CDBG-MIT) Resilient Communities Program (RCP) program(s). The following outlines the request for proposals.

1. <u>Scope of Work</u> – The successful firm will assist Entity in developing, adopting and implementing modern and resilient building codes and flood damage prevention ordinances to ensure that structures built within the community can withstand future hazards that meet the requirements outlined in the International Residential Code 2012; CDBG-MIT requirements of at least two (2) feet above base flood elevation; and GLO requirements.

<u>Eligible activities under RCP include but are not limited to (applicant is NOT required to engage in all eligible activities-only those activities the applicant is interested in pursuing):</u>

- Development, adoption, and implementation of Building Codes that meet or exceed the standards set forth in the International Residential Code 2012 (IRC 2012);
- Development, adoption, and implementation of a Flood Damage Prevention Ordinance that meets CDBG-MIT requirements of at least 2 feet above base flood elevation;
- Development, adoption, and implementation of a Zoning Ordinance based upon a land use plan or comprehensive plan;
- Development and adoption of forward-looking land use plans that integrate hazard mitigation plans;
- Development and adoption of forward-looking Comprehensive Plans that integrate hazard mitigation plans; or
- Public Service activities focused on education and outreach campaigns designed to alert communities and beneficiaries to opportunities to further mitigate identified risks through insurance, best practices, and other strategies. Public information activities leading to Community Rating System (CRS) credit accrual and CRS eligibility are eligible under this activity.

<u>Program requirements under RCP include but are not limited to:</u>

- **Building Codes**: Adopted building code must meet or exceed IRC 2012; and Adoption of selected building code must be complete within 12 months of grant award.
- **Flood Damage Prevention Ordinance:** Adopted ordinance must meet CDBG-MIT requirements of at least two feet above base flood elevation; and Adoption must be complete within 12 months of grant award.
- **Zoning Ordinance:** Adopted ordinance must be based on an adopted Land Use or Comprehensive Plan that was written within the last five (5) years of the date of application for this program; and Adoption must be complete within 12 months of grant award.
- **Land Use Plans:** Land use plans must be forward-looking and integrate the relevant portions of the local hazard mitigation plan if one exists; Plans must identify local hazard risks and explain how the plan mitigates against those risks; Plans must be accompanied by a zoning ordinance that codifies the land use plan; and Adoption must be complete within 18 months of grant award.
- **Comprehensive Plans:** Adopted Comprehensive Plans must include: (1) a Population Study that provides a population estimate and population projection for the next 20 years; (2) a Housing Study that describes the composition of the existing housing stock, including total number of units, number of single family and multifamily units, and vacancy rates, as well as a projection for the number of future housing units needed ten (10) years from the date of the plan and the composition of those units (e.g., single family, multifamily; (3) a Land Use Study/Plan that describes the land use of every parcel within the jurisdiction and includes a future land use map that accounts for future population changes; (4) a Zoning Ordinance that codifies the Land Use Plan; and (5) an Infrastructure Study and Capital Improvement Plan that describes the water, wastewater, drainage, and streets systems, including length, width, materials, and condition or age (if available), as well as proposed prioritized improvements to those systems; Plan must identify local hazard risks and explain how the plan mitigates against those risks; and Adoption of approved Comprehensive Plan and Zoning Ordinance must be complete within 24 months of grant award. Failure to adopt within that timeframe will result in the forfeiture of grant funds and repayment.
- **Public service activities:** Must be focused on education and outreach campaigns designed to alert communities and beneficiaries to opportunities to further mitigate identified risks through insurance, best practices and other strategies; and Public Information Activities conducted with the intent of earning CRS credits must meet the requirements for those activities within the CRS Coordinator's Manual.

2. <u>Statement of Qualifications</u>- The Entity is seeking to contract with a competent planning and management firm experienced in mitigation planning and management. Please provide the following information:

- A brief history of the proposing entity, including general background, knowledge of and experience working with relevant agencies.
- Related experience in federally-funded programs.
- A description of work performance and experience with mitigation planning, including a list of at least three references from past local government clients.
- Describe the service provider's capacity to perform as well as resumes of all employees who will or may be assigned to provide services if your firm is awarded a contract through this solicitation.
- A statement substantiating the service provider's resources of and the ability to carry out the scope of work requested in a timely manner.

3. Proposed Cost of Services - We are seeking a firm fixed-price cost proposal. Please provide your cost proposal to accomplish the scope of work outlined above and for any additional services required to implement the project described in this solicitation. The proposal should include pricing per jurisdiction and must include all costs that are necessary to successfully complete these activities. The Entity will consider dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises. Contract pricing for services under this RFP will be adjusted if final number of participating jurisdictions differ from the current estimate. Please note that the lowest/best bid will not be used as the sole basis for entering into this contract.

   *Profit (either % / actual cost) must be identified and negotiated as a separate element of the price of the contract. To comply, the respondent must disclose and certify in its proposal the percentage of profit being used.*

**Task 1.3: Determine the Written Selection Criteria to Evaluate Respondents Planning and Management services**

Use the Sample Planning Rating Sheet on page 11 or develop your own written weighted criteria that will be used to select the Planning and Management Service Provider(s) based on the proposed CDBG-MIT RCP project(s). Proposals for each program must be scored separately. For example:

| Criteria | | Maximum Points |
|---|---|---|
| Experience | | 50 |
| Work Performance | | 25 |
| Capacity to Perform | | 15 |
| Proposed Cost | | 10 |
| **Total** | | 100 |

You may also develop your own written weighted criteria to select the Planning and Management Service Provider(s). If you develop your own criteria, proposed cost must be included and the Selection Review Committee may determine the relative weight of this factor. Example provided on **page 11: Planning and Management Rating Sheet.**

**Task 1.4: Determine program(s) for which the applicant intends to apply (see next page):**

**Community Development Block Grant-Mitigation (CDBG-MIT) Resilient Communities Program (RCP)**
**Planning and Management Professional Services – Program Description**

Through this CDBG-MIT RCP, Entity may submit applications for any eligible activity for which they are an eligible applicant (e.g., a county may apply to update or adopt a new building code but may not apply to create and adopt a zoning code). Entity is NOT required to engage in all eligible activities- only those activities the Entity is interested in pursuing. The GLO may use the adoption of codes, ordinances, and/or plans in this program as scoring criteria in other CDBG-MIT programs. Activities should:

i. Promote sound, sustainable long-term mitigation planning informed by a post-disaster evaluation of hazard risk, especially land-use decisions that reflect responsible floodplain management and take into account future possible extreme weather events and other natural hazards and long-term risks;
ii. Coordinate with local and regional planning efforts to ensure consistency, and promote community-level and/or regional (e.g., multiple local jurisdictions) mitigation planning;
iii. Integrate mitigation measures into all activities and achieve objectives outlined in regionally or locally established plans and policies that are designed to reduce future risk to the jurisdiction; and
iv. Result in buildings that are more resilient to the impacts of natural hazards.

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| **Applicant:** ______________________________ | |
| **Anticipated Participants include (name each participant):**<br>1.______________________________<br>2.______________________________<br>3.______________________________<br>4.______________________________<br>5.______________________________ | |
| **Anticipated Program** | CDBG-MIT RCP |

**Step 2 – Independent Cost Estimate (ICE)**

Independent cost estimate/cost analysis is required by 2 CFR 200.324. In developing the Independent Cost Estimate, grantees may use:

- Price last paid for services in a similar procurement
- Catalog price or other advertised offers
- Past hazard mitigation plan pricing approved by GLO (if applicable)
- Personal experience in obtaining the same or similar goods or services
- Other historical information
- Detailed analyses
- Information from other communities for information regarding similar procurements
- May be developed in-house or using outside parties that are not submitting a proposal (or both)

**Step 3 – RFP Notifications**

**Task 3.1: Advertise the RFP**

Open and edit the CDBG-MIT RCP RFP Ad.

It is suggested that the notice be published in one or more newspapers **10 Days or more before the proposal due date**. Example: Publish February 1; Proposal Due Date February 11. Edit the Public Notice – CDBG-MIT RCP RFP Ad document.

Be sure to complete the following: Include your community's name and contact information and include the date and time proposals/qualifications are due.

Due dates for proposals must be at least 10 days after the newspaper publication date and should be on a day that the government office is open- cannot be a weekend or holiday.

Include how you want your proposals received (electronic, thumb drive, hard copies, etc.). Once the highlighted information is edited, submit the Public Notice: CDBG-MIT RCP RFP Ad document to your community's newspaper of record.

When submitting the ad, request that the newspaper send you a written confirmation for the date it is scheduled to run.

Proposal due date must be a date/time the government office is open (due date cannot be a holiday or weekend). If the notice must run on a different day than the one you originally selected, check that the proposal deadline is still at least 10 days after the new publication date. If it is not, change the proposal deadline in the newspaper notice so that it is at least 10 days after the new publication date.

Save a copy of the published newspaper ad for RFP (digital full-page tear sheet, paper copy, or tear sheet and publisher's affidavit).

It is also recommended that the ad be posted on the Entity's website.

**Task 3.2: Email or Mail RFP Packet**

**1)** Develop an RFP Packet to send to potential respondents. The RFP Packet must be sent at least 10 days prior to the proposal due date and contain the following three parts:
Cover Letter,
RFP Information Sheet, and
Sample Scope of Services and scoring

**2)** **The advertisement date and email date must coincide – the email must be sent the same day the advertisement is published.**

**3)** Search for active HUB, certified Minority/Women Owned Businesses and Labor Surplus Area (LSA) vendors capable of completing the scope of work to include in the solicitation by visiting the Texas Comptroller of Public Accounts' HUB vendor search (https://mycpa.cpa.state.tx.us/tpasscmblsearch/).

**4)** Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Small and minority businesses, women's business enterprises, and labor surplus area firms **must** be included in this RFP. If the awarded vendor is a prime contractor and may use subcontractors, the following affirmative steps are required of the prime contractor:
1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the Department of Commerce.
6) **Please choose the MBDA Center that is in closest proximity to your community. Please use the following link: https://www.mbda.gov/mbda-programs/business-centers. Email your RFP to the appropriate center. If your Center cannot be reached by email, it is strongly recommended that the RFP be sent to the appropriate center via CERTIFIED MAIL, return receipt requested.**

Minority-owned businesses may be eligible for contract procurement assistance with public and private sector entities from MBDA centers:

Dallas MBDA Business Center
8828 N. Stemmons Freeway, Ste. 550B
Dallas, TX 75247
214-920-2436
Website: https://www.mbdadfw.com
Email: admin1@mbdadallas.com

Houston MBDA Business Center
3100 Main Street, Ste. 701
Houston, TX 77002
713-718-8974
Website: https://www.mbda.gov/business-center/houston-mbda-business-center
Email: MBDA@hccs.edu

El Paso MBDA Business Center
2401 East Missouri Avenue
El Paso, TX 79903
915-351-6232
Website: https://www.mbda.gov/business-center/el-paso-mbda-business-center
Email: treed@ephcc.org

San Antonio MBDA Business Center
501 W. Cesar E. Chavez Blvd., Ste. 3.324B
San Antonio, TX 78207
210-458-2480
Website: https://www.mbda.gov/business-center/san-antonio-mbda-business-center
Email: orestes.hubbard@utsa.edu

Small and woman-owned businesses may be eligible for assistance from SBA Women's Business Centers:

U.S. Small Business Administration- Dallas/Fort Worth District Office
150 Westpark Way, Ste. 130
Euless, TX 76040
214-572-9452
Website: https://www.sba.gov/offices/district/tx/dallas-fort-worth
Email: dfwdo.email@sba.gov

WBEA – Women's Business Enterprise Alliance
9800 Northwest Freeway, Ste. 120
Houston, TX 77092
713-681-9232
Website: https://www.wbea-texas.org/about-wbea
Email: wbc@wbea-texas.org

LiftFund Women's Business Center
600 Soledad St.
San Antonio, TX 78205
888-215-2373 ext. 3000
Website: https://womensbusinesscentersa.com/
Email: wbc@liftfund.com

SBA also provides assistance at Small Business Development Centers located across Texas:
***https://americassbdc.org/small-business-consulting-and-training/find-your-sbdc/***

The following steps are for <u>emailing</u> the RFP Packets. First are directions for sending the administrative services RFP.

**<u>Task 3.2.a</u> – Planning and Management Delivery Services Email**

**1)** Save the "**CDBG-MIT RCP RFP Packet**" to your computer.

**2)** Edit the highlighted text on the RFP cover letter and RFP Information Sheet (pages 1-5 in the Packet). Remember to complete the following:

Include your community's name and contact information and include the <u>date and time</u> proposals/qualifications are due.

**Confirm that the due date matches the date used in the newspaper notice**.

Include how you want your proposals received (electronic, thumb drive, hard copies, etc.).

If you developed your own scoring criteria, you will need to replace the criteria chart noted in Task 1.3 above, as well as the scoring sheet at the end of the document.

**3)** Open your email account and start a new email with the subject line: CDBG-MIT RCP RFP Packet.

**4)** Select **at least <u>8</u>** planning/management or consulting firms/individuals you want to send the RFP to, including Active HUB certified Minority/Women Owned Businesses and Labor Surplus Area (LSA) vendors capable of completing the scope of work to include in the solicitation by visiting the Texas Comptroller of Public Accounts' HUB vendor search (<u>https://mycpa.cpa.state.tx.us/tpasscmblsearch/</u>).

Note that these listings are not comprehensive. You may add other planning/management service firms to the RFP at your discretion. When using the CMBL and Certified HUB lists, be sure to review the Business Description and confirm they offer similar services (planning/management) to those included in the RFP solicitation.

To ensure a wide distribution and potential participation to as many administrators as possible, send an email to <u>MWBE@texasagriculture.gov</u> when you develop your administrator email list.

**5)** Enter each email address into the email recipient line (i.e., next to "To:"). **You can send one email with all recipients at the same time.**

**6) Attach the document "CDBG-MIT RCP RFP Packet" to your email—be sure that the document is fully completed with your specific RFP information.**

**7)** In the body of your email, include the following text:

*"...Attached please find the Cover Letter, RFP Information Sheet, and Sample Scope of Services for the (Insert Entity's Name) Community Development Block Grant-Mitigation (CDBG-MIT) Resilient Communities Program (RCP) RFP for planning and management services...*

***Please respond to this email to confirm receipt.***"

**8)** Review your email recipients to ensure you have **at least 8** different consulting firms as email recipients, including two HUB and/or MWBE firms and one Labor Surplus Area vendor.

**9) REQUEST A 'READ RECEIPT.'** Send the email.

**10)** Make sure all emails were sent successfully (i.e., no emails bounced back as undeliverable). Check for errors, and send out additional emails, if necessary. **The RFP Packet must be <u>successfully received</u> by at least 8 different firms**. If an email is not delivered by notification to your email, or you receive a "bounce back", check for email error or select another vendor and send new email promptly.

**11)** To serve as verification for GLO monitors, you must print and save a copy of all sent email(s) and reply email(s) for your records. All emails and records will be needed for compliance purposes.

**Step 4 – Select Planning and Management Service Provider(s)**

**Task 4.1: Rate the Planning and Management Proposals using the Planning and Management Rating Sheet**

GLO considers a single proposal received to be non-competitive procurement and requires additional action before selecting a Service Provider.

According to 2 CFR 200.320, if only a single proposal was received, GLO must be contacted for guidance before proceeding. See Request to use Noncompetitive Procurement checklist for further instruction. https://recovery.texas.gov/files/resources/contract-procurement/non-competitive-procurement-checklist.pdf.
Use rating sheet that was selected by the Selection Review Committee and that was included in the RFP Packet.
Select the Respondent with highest average points OR Respondent with most qualifications.
Conduct Cost Price Analysis – *see* pages 13-14 (required separately for each program).

After the proposal deadline, evaluate the Respondent's experience, work performance, and capacity to perform by using prior experience with Respondent(s); and/or contacting all references for the Respondent.

Use the Planning and Management rating sheet (*see* example on page 11) to score each Respondent's proposal. If you are seeking more than one service (for example, Planning and Management Services on more than one program), score each Respondent's proposal using a separate sheet for each service. **Note that Respondents may propose for one, several or all services contained in the RFP and must be considered for each service separately (2 CFR 200.321(b)3).**

Total all rating sheets for each committee member and select the firm with the highest average points or most qualifications.

Profit must be identified and negotiated as a separate element of the price of the contract. To comply, the Respondent **must** disclose and certify in its proposal the percentage of profit being used.

Complete your cost and price analysis (refer to Sample Cost Price Analysis on Pages 13-14).

To serve as verification for GLO monitors, you must retain copies of all completed score sheets.

*Contract negotiations with the selected respondent may occur during the last step of the selection process.*

**Task 4.2: Conduct/Prepare Cost and Price Analysis – *See* Pages 13-14.**

Cost and Price Analysis is required once responses are submitted when procuring goods or services with federal funds in excess of the Simplified Acquisition Threshold ($250,000).
Price Analysis – Price analysis is the process of evaluating and comparing prices for goods or services and should be documented in the procurement file. In conducting a proper price analysis, 2 CFR 200.324, [Grantees] must request an adequate number of bids, proposals, or quotes for the materials, supplies, or services being procured for comparison. When comparing prices, [Grantees] should review for significant discrepancies to determine if the goods or services are comparable.
Cost Analysis – A cost analysis is required when price competition does not exist, such as when only a single proposal is received. Cost analysis is the evaluation of the separate elements (e.g., labor, materials, etc.) that make up a contractor's total cost proposal or price to determine if they are allowable, directly related to the requirements and ultimately, reasonable.

**Task 4.3: Clear the Planning and Management Service Providers prior to formal award at Local Governing Body**

- **System for Award Management**. Service Providers **must have an active registration** in the System for Award Management (https://www.sam.gov/SAM/). Service provider and its Principals may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the service provider as well as its principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the search results that includes the record date. This clearance information should be included in the service provider's Proposal.
- **The clearance in the Service Provider's proposal must be re-verified prior to award**.

- The easiest way to find an entity is to search by Unique Entity ID (UEI). UEI numbers are generated by SAM.gov and is the authoritative identifier. UEI numbers will be included on the SAM.gov registration information included with the statements of qualifications.
- Save/print search results for file with a footer showing date of clearance.

**Task 4.4: Approve the selected Planning/Management Service Provider(s) and Authorize Contract Award(s)**

- Place items on Local Governing Body's agenda. Suggested language follows:

*"...Discuss, consider, and select **planning and management service provider(s)** to complete application and project implementation for the Community Development Block Grant-Mitigation (CDBG-MIT) Resilient Communities Program (RCP) funding administered by the Texas General Land Office..."*

Present selection(s) to the Local Governing Body.

Local Governing Body approves selection(s) of Planning and Management provider(s)

Pass hiring resolution. Save passed resolution or meeting minutes for file. A sample is provided on page 16.

[Please note: The local governing body has the final authority to award contracts and may select a Respondent that was not the highest scorer if the minutes of the local governing body meeting include justification for the selection(s).]

Notify selected respondent

**Step 5 – Prepare/Review contracts for execution by all parties.** All contracts executed between the subrecipient and a contractor must include the following CDBG-MIT RCP program requirements:

Negotiation of profit
Performance requirements and penalties.
Project schedule including the performance period and completion date. All Section 3 covered contracts shall include the Section 3 Clause 22.
Mandatory standards and policies relating to energy efficiency in the state energy conservation plan (in compliance with the Energy Policy and Conservation Act 23).
May not be a cost-plus contract award.

**Planning and Management Rating Sheet**

Grant Recipient:________________________________ Program: ______________CDBG-MIT RCP______

Name of Respondent ___________________________

Evaluator's Name:______________________________ Date of Rating:____________________________________

**Rate the Respondent of the Request For Proposal (RFP) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent.**

**Experience**

| | Factors | Max.Pts. | | Score |
|---|---|---|---|---|
| 1. | Evidence of developed plans in the State | 30 | | |
| 2. | CDBG, GLO and/or other grant experiences with various agencies | 20 | | |
| 3. | | | | |
| 4. | | | | |
| | **Subtotal, Experience** | 50 | | |
| | **Comments:** | | | |

**Work Performance**

| | Factors | Max.Pts. | | Score |
|---|---|---|---|---|
| 1. | Facilitates completion of activities on schedule | 10 | | |
| 2. | Capacity to complete number and quality maps | 5 | | |
| 3. | Capacity to schedule, coordinate and facilitate workshop meetings | 10 | | |
| | **Subtotal, Work Performance** | 25 | | |
| | **NOTE: Information necessary to assess the offeror on this criterion should be gathered by contacting past and current clients.** | | | |
| | **Comments:** | | | |

**Capacity to Perform**

| | Factors | Max.Pts. | | Score |
|---|---|---|---|---|
| 1. | Experienced planning and management staff within the organization | 10 | | |
| 2. | Experienced GIS staff within the organization | 5 | | |
| | **Subtotal, Capacity to Perform** | 15 | | |
| | **Comments:** | | | |

**Proposed Cost**

| | Factors | Max.Pts. | | Score |
|---|---|---|---|---|
| | A = Lowest Proposal $______________<br>B = Bidder's Proposal $______________<br>A ÷ B X 20 equals Respondent's Score | | | |
| | **Subtotal, Proposed Cost** | 10 | | |

**TOTAL SCORE**

| | Factors | Max.Pts. | | Score |
|---|---|---|---|---|
| | Experience | 50 | | |
| | Work Performance | 25 | | |
| | Capacity to Perform | 15 | | |
| | Proposed Cost | 10 | | |
| | **Total Score** | 100 | | |
| | | | | |

## Independent Cost Estimate (ICE)
## City of La Marque

Independent Cost Estimates are required by 2 CFR 200.324. Comparison estimation considers recent projects of a similar nature that required similar services. An ICE is not completed using quotes; it is completed prior to reviewing responses using estimates from independent sources not associated with potential respondents. Independent sources may include outreach to other communities or referring to past costs for the same or similar services. Appropriate steps must be taken to avoid any real or apparent conflict of interests preventing any parties from obtaining a competitive advantage. The standard for independence is someone not expected to be a respondent. Profit should be a flat fee and not a percentage of costs. Calculate the fee of the total project value to aid in comparison between projects of different scales. In developing the Independent Cost Estimate, grantees may use:

- **Price last paid for similar procurement**- Past payments by your entity for grant management would be the best source of comparison
- **Comparison of previous prices paid for similar services** – Other similar services could be professional services or consultants that charge a fee for a specified negotiated service that has specific deliverables. Purchasing and/or Finance departments should be able to produce an expenditure report delineating these types of expenditures for comparison
- **Personal experience -** Members of the committee or governing body may have personal experience with comparative costs
- **Detailed analyses**- Formulating the ICE by defining scope, detailed activities, estimated hours by activity, hourly cost, adding overhead and calculation of profit to accomplish the required deliverables of the Grant Administration
- **Information from other communities regarding similar bid outcomes**- Networking is a valuable tool and inquiring to other Counties, Cities and Utility Districts as to what they paid for historical Grant Management Services can be a good independent source of comparison

| Service Provider | Program/Project | Total Grant Amount | Total Project Amount | Total Admin Fee | Admin Percentage Amount |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

NOTE: For complex projects or tasks, include additional supporting documentation, as appropriate. Failure to document the independent cost estimate may result in non-compliance. The contracting agency shall retain supporting documentation of the solicitation, proposal, evaluation, and selection of the service provider in accordance with 2 CFR 200.334.

# Cost and Price Analysis – Planning/Management Services

**Entity:** ________________________

**Program:** ____________________________

**CDBG-MIT RCP**
**(Need to complete separate form for each program)**

All procurements where the expected contract price will exceed $50,000 must conduct a cost analysis. Complete this form for **each service** that you intend to award as a separate contract.

Price analysis is basically a price comparison. It is the evaluation of a proposed price (i.e., lump sum) without analyzing any of the separate cost elements of which it is composed. Compare the fees of the planning/management firm's proposals received to ensure it is a fair and reasonable price for the services to be provided.

**Scoring Summary and Cost Comparison**

| Firm | Service (Administration/Project Service Delivery, etc.) | Total Score | Proposed Cost |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**Do proposed costs align with cost estimated and/or with previous costs submitted by the vendor or for similar services received in the past?**

| Grant or Project | Proposed Amount | Actual Cost of Service |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

**Cost Analysis – provide Yes or No answers**

| Firm: | |
|---|---|
| **Are proposed costs allowable?** | |
| Costs are necessary and reasonable | |
| Costs meet the requirements of the Federal award | |
| Costs are consistent with Policies & Procedures and applied uniformly to purchases made from Federal and non-Federal funding. | |
| Costs are in accordance with Generally Accepted Accounting Principles (GAAP), except for state and local governments and Indian tribes where exceptions have been made in 2 CFR Part 200 | |
| Costs are not included as a cost, cost sharing or matching of any other federally funded project | |
| Costs are adequately documented | |
| **Are proposed costs reasonable?** | |
| Costs are ordinary and necessary for completion of the activity | |
| Costs align with current market prices for the good or service in the area | |
| Are there any restraints or requirements that impact pricing, such as sound business practices, governmental requirements, arm's length bargaining or the terms of the federal award? | |
| Has the staff exercised sound judgment in making the purchase? | |
| Are the same procedures followed for Federally funded and non-Federally funded procurement? | |
| **Are proposed costs allocable?** | |
| Is the cost incurred specifically for the federally-funded project(s)? | |
| Does the cost incurred benefit the federally-funded project(s) and other projects and can the cost be allocated pro-rata across the relevant funding sources? | |
| Has an indirect cost plan been approved to allocate indirect costs? | |
| **Are all items in the proposal scope of work necessary?** | |
| **Does the proposer have a track record of cost overruns?** | |
| **Does the cost proposed compare to the costs of similar work (see Price Analysis)?** | |
| **Is there any indication that the vendor's costs are likely to increase or decrease over the life of the contract?** | |
| **Do the costs reflect the technical approach proposed and the work required?** | |
| **Cost complies with the appropriate set of cost principles** | |

*<u>Allowable</u>: All prices proposed are for elements of project's scope of work.
<u>Allocable</u>: All costs are expected to be necessary to complete the scope of work of the anticipated contract.
<u>Reasonable</u>: Costs are prudent and competitive based on the Cost Analysis.

**Note the following for compliance monitoring purposes**:

The Entity must maintain and make available all documentation utilized during the RFP process, including but not limited to:

- Local Policies and procedures for procurement
- Independent Cost Estimate with documentation
- Written standard of conduct addressing conflict of interest
- Proof of advertisement (tear sheet/full-page advertisement/photo copy with publisher's identification and date/publisher's affidavit)
- Proof that 8 or more Firms/Individuals were contacted for proposals, including at least two certified HUB, LSA or MWBE.
- A complete RFP packet: Cover letter, request for RFP, rating sheet (if utilized), required RFP forms, and required contract provisions
- Proof that all proposals were received by the Entity, with note or stamped date/time received
- Verification that the Firm and Principals of Firm are not on the SAM.gov debarred list (printout of SAM.gov page with record date)
- Cost Price Analysis
- Executed Minutes of Award/Commissioners Court minutes or Hiring Resolution

# RESOLUTION

A RESOLUTION OF CITY OF LA MARQUE, TEXAS, AUTHORIZING PROFESSIONAL SERVICE PROVIDER(S) SELECTION FOR COMMUNITY DEVELOPMENT BLOCK GRANT-MITIGATION (CDBG-MIT) RESILIENT COMMUNITIES PROGRAM (RCP) PROGRAM(S).

WHEREAS, participation in CDBG-MIT RCP program(s) requires implementation by professionals experienced in the administration of federally-funded projects;

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Proposals (RFP) process for planning and management services has been completed in accordance with the GLO requirements;

WHEREAS, the proposals received by the due date have been reviewed to determine the most qualified and responsive providers for each professional service giving consideration to ability to perform successfully under the terms and conditions of the proposed procurement, integrity, compliance with public policy, record of past performance, and financial and technical resources.

NOW, THEREFORE, BE IT RESOLVED:

| | |
|---|---|
| Section 1. | That____________________________________ is selected to provide application and project-related **planning and management services** for CDBG-MIT RCP program(s). |
| Section 2. | That any and all project-related services contracts or commitments made with the above-named service provider(s) are dependent on the successful negotiation of a contract with the service provider(s). |

PASSED AND APPROVED ON__________________________________________, 2023.

**APPROVED:**

_______________________________________

**Keith Bell, Mayor**

**ATTEST:**

_______________________________________

**Kierra Nance, City Clerk**

**Figure 7-1: Eligible CDBG-MIT Counties**

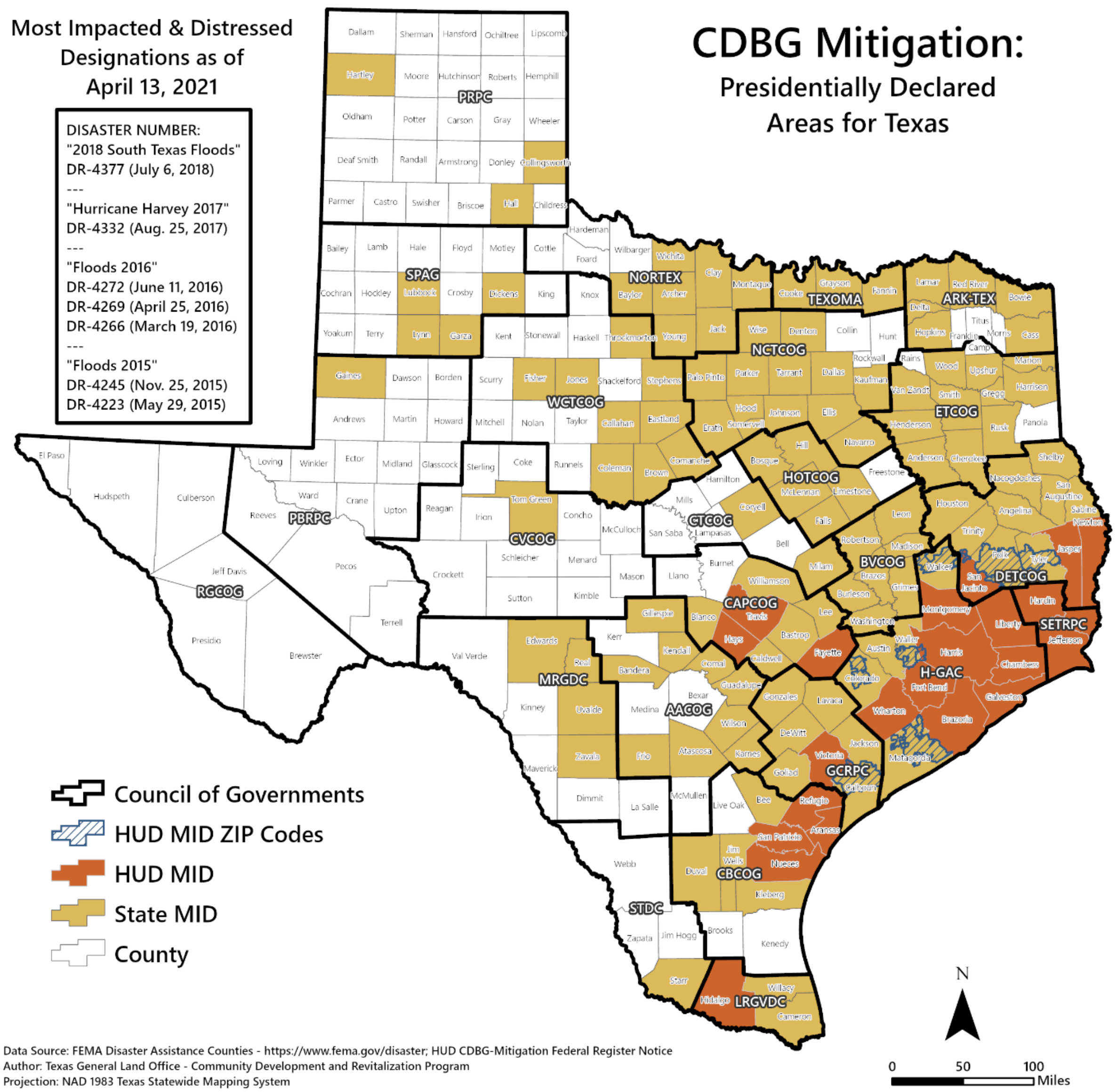
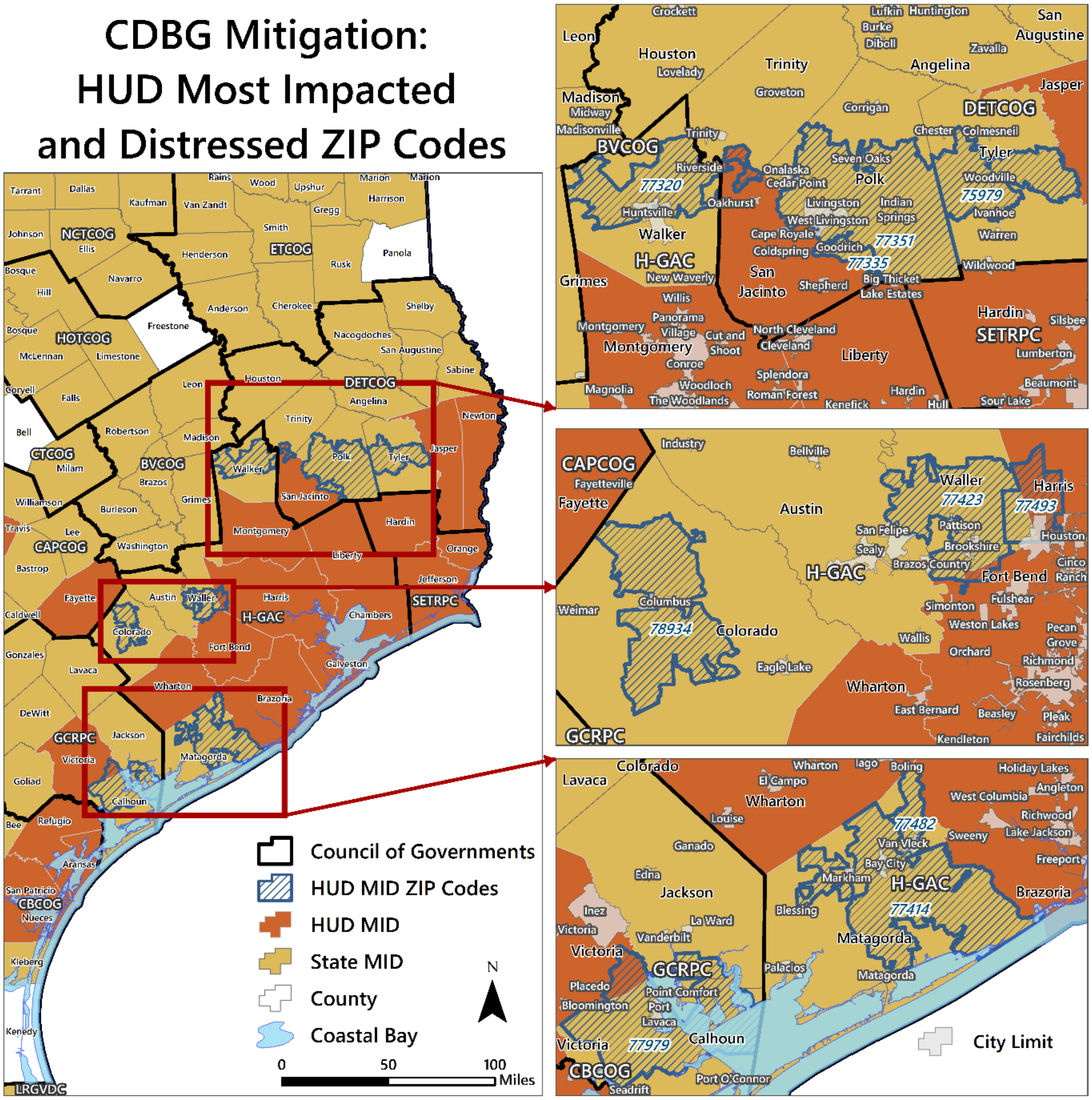


**Figure 7-2: CDBG-MIT Most Impacted ZIP Codes**



# CITY COUNCIL AGENDA FORM

Meeting Date: **July 10, 2023** Agenda item: ____________
Prepared by: Rick Sailler Reviewed by: ____________
Department: Public Works

**AGENDA ITEM DESCRIPTION:** Discussion/direction regarding potential Wastewater Discharge Agreement with Republic Services, with a 90-day trial period to ensure operational compliance with our Wastewater Discharge Permit

**ATTACHMENTS FOR REFERENCE:**

1. **2016 Service Agreement**
2. **Texas Commisson on Environmental Quality email**

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**STAFF BRIEFING:**

- Republic Services recently approached the City about accepting Landfill Leachate discharge from the Galveston County Landfill. The Landfill is located outside of city limts.
- The City previously entered into a Service Agreement in 2016 to accept leachate flow from the site. (Agreement attachment)
- The City ended the Agreement in 2021 due to wastewater violations at the Wastewater Treatment Plant (WWTP)
- There are pros and cons to the consideration of renewing the Agreement:

  - Pro- Revenue for the City
  - Con: The additional flow into our system could be a detriment during rain events; however the revised draft agreement includes a requirement to stop flow during a rain event.
  - Con: The contaminants in the leachate are unregulated within our permit except for copper, which the City did exceed during the previous Agreement; however, our records do not indicate a direct connection.
  - Con: The perception of hazardous liquid entering the environment could be seen as a liability to the City if we have Sanitary Sewer Overflows. Capital Improvement expenditure can be procured and paid from the 2020 CO Bonds proceeds for Capital Improvements to the Public Water System.
  - Con: The Volney Street lift station would be a primary facility to transport wastewater to the WWTP, and this facility is not operating at 100%.
  - Con: The WWTP currently exceeds Permit for flow, which is 3.0 Million Gallons per Day. The Revised Agreement includes acceptable flows of 50,000 gallons per day. The additional flow will increase the total flow to the WWTP while we continue to add homes within Developments in the City.
  - Con: Texas Commission of Environmental Quality (TCEQ) provided an email to the City that leachate flow can be detrimental to the WWTP Permit.

## City of La Marque POTW
## SERVICE AGREEMENT CONTRACT

This Service Agreement Contract (the "Contract"), dated 2.8, 2016 is entered into between Galveston County Landfill TX, L.P. d/b/a Galveston County LF doing business in the State of Texas (herein "Galveston County LF" or "Owner"), and the City of La Marque, a municipal corporation of the State of Texas (herein "City") for the provision of disposal capacity at the City publicly-owned treatment works ("POTW") for wastewater from the operation of the Galveston County LF.

WHEREAS, the City and Galveston County LF desire to enter into this Contract for the provision of disposal capacity at the City POTW for wastewater from the operation of the Galveston County LF, and agree as follows:

I. Owner agrees to install and maintain, free of charge to the City, the approximate sixty foot 6" x 4" dual containment force main, including any portions or segments that ownership may be assigned to the City as a requirement by any other State or Federal agency, department, commission, law or rule (the "Force Main"). The City's responsibility shall begin at the agreed upon point where the Force Main enters the City's manhole adjacent to FM 1764 below the ground.

II. The City shall have the right to enter on the property or premises for any purposes reasonably incidental to or necessitated by the terms and provisions of this Contract.

III. Owner agrees to maintain a flow meter and sample station, the Force Main, and a meter pump to pump their wastewater for monitoring the quantity of sewage delivered to the City's collection system. The type and model of meter shall be approved by the City. Owner further agrees to test the accuracy and calibrate the meter upon installation and annually thereafter, in a manner approved by the City, with the results submitted to the City. Owner shall bear all costs associated with installation and maintenance of the flow meter and sample station, the Force Main, and a meter pump. Until the meter is installed and tested or in the event of a malfunction of the meter, Owner agrees to pay for a volume of sewage which is equivalent to previous billing actually provided to Owner for the billing period. In the event that the City questions the accuracy of the meter, the City shall have the right, at its own expense, to test the accuracy of the meter. If the meter is inaccurate by 5 percent or more, Owner agrees to repair and re-calibrate the meter at Owner's expense.

IV. Owner agrees to comply with applicable City Code of Ordinances including the Article II Sewage Disposal Standards regarding the discharge of wastewater.

Owner will only discharge leachate and/or any other wastewater when approved and authorized by the City, including as approved or provided for within this Contract, and in accordance with local, state, and federal requirements.

V. In the event of an overflow, bypass, or other noncompliance from the Owner's sanitary sewage collection system, Owner agrees to promptly report the noncompliance as required by State and Federal authorities. Owner also agrees to promptly mitigate any environmental hazard created by the noncompliance and to correct the problem which led to the noncompliance as required by State and Federal authorities. Owner also agrees to submit a copy of the notification and report of the mitigation to the City. Owner's collection system is defined as all of the pipes within Owner's facility transporting sewage from individual connections to the flow meter and sample station and pump discharge piping. The City's responsibility shall begin at the point where the Force Main enters the City's manhole adjacent to FM 1764 below the ground.

VI. The City agrees to accept wastewater at a flow volume rate as determined in Attachment A, Section I for Owner under normal operating conditions. Additional flow volumes must be approved by the City prior to discharging to the City collection system. The City reserves the right to reject any additional flow.

VII. The Owner agrees to pay to the City all charges for sewer service within thirty (30) days after receipt of a statement from the City. In the event of failure of Owner to pay said charges, City shall have the right, upon thirty (30) days' written notice to Owner, to refuse to accept further sewage from Owner.

VIII. Owner will pay a rate of $0.04/gallon for sewer services as established by this Contract, on a per gallon rate, for authorized pollutants and sanitary sewage discharge limits and applicable surcharges. Owner agrees to pay an additional surcharge for wastewater that exceeds the discharge limits set forth and as provided in Attachment A of this Contract. Determination of the concentrations of the Owner's waste shall be made by the City based on tests conducted on representative samples collected in accordance with this Contract. The Owner will be responsible for the charges incurred for all testing required by Appendix A, Section I.

IX. Contemporaneously with the execution of this Contract, Owner shall deposit with the City the sum of five thousand dollars ($5,000) (the "Security Deposit") to be held by the City as security for the performance of Owner's obligations under this Contract. In the event of any default in the payment when due of any amounts owing by Owner to the City pursuant to this Contract, the City may apply the Security Deposit towards the payment of the same. Upon the expiration or termination of this Contract and the payment in full of all amounts to be paid by

Owner to the City pursuant to this Contract, the balance of the Security Deposit that has not been applied to any amounts owing by Owner to the City pursuant to this Contract shall be promptly returned by the City to Owner.

X. Owner agrees to enter into such contracts or agreements as may be reasonably required to carry out the purpose and intent of this Contract. The term of this Contract shall be for a period of five (5) years from and after the date of execution.

XI. Owner may, from time to time, convey or assign this Contract with respect to all or any part of the land contained within Owner's boundaries upon prior approval by the City of the assignee or assignees and only upon the condition that the assignee or assignees assume the liabilities, responsibilities, and obligations under this Contract with respect to the land involved in the assignment or assignments, or as may be otherwise approved by the City. Notwithstanding the foregoing, Owner may assign this Contract without the consent of the City, to an affiliate of Owner or to any person or entity that purchases any operations from Owner.

XII. EFFECTIVE DATE AND TERM - This contract shall become effective, and performance shall begin on December 1, 2015. The Contract shall be for a five (5) year period beginning on December 1, 2015 and remain in full force until November 30, 2020. The initial term of the Contract may be extended for an additional five (5) years, upon the Mutual agreement of the Contractor and the City. Request for extension by the Contractor shall be submitted in writing, on or before March 1, 2020. The request for extension shall contain the proposed rate, including proposed formula for price increases, and any additional terms or conditions not contained in the original Contract Documents.

In connection with this agreement, notifications shall be sent to:

Galveston County Landfill TX, L.P.
3935 Avenue A
Santa Fe, TX 77510

Republic Services
General Counsel
18500 N. Allied Way
Phoenix, AZ 85054

Director of Public Services
City of La Marque POTW

1111 Bayou Road
La Marque, TX 77568

Any changes in said addresses may be made by notifying the other parties by certified mail of the new or changed address.

This Contract shall constitute a permit from the City to Owner for, and the City agrees that the Owner is authorized to, discharge into the City's collection system raw liquid waste in accordance with the effluent limitations, monitoring requirements and other conditions set forth in this Contract at the following location:

Proposed Manhole located on the Southeast side of FM 1764
approximately 60 feet from Avenue A
La Marque, TX 77568-4299

Executed in duplicate originals at La Marque, Texas on this 8th day of February, 2016, the City of La Marque acting herein by and through its City Manager and Galveston County LF, acting herein by and through its Authorized Representative, hereunto duly authorized.

ATTEST:

Robin Eldridge

CITY OF La MARQUE, TEXAS

By: Carol Buttler
City Manager

ATTEST:

GALVESTON COUNTY LANDFILL TX, L.P.

By:
Authorized Representative

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for the said county and on this day personally appeared Brandon Rogers, Authorized Representative of GALVESTON COUNTY LANDFILL TX, L.P., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said GALVESTON COUNTY LANDFILL TX, L.P., and that he executed the same as the act of such limited partnership for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 25th day of January, 2016.

MARY ANN MCGUIRE
My Commission Expires
January 21, 2019

Notary Public

My Commission expires:

STATE OF TEXAS

COUNTY OF Galveston

BEFORE ME, the undersigned, a Notary Public in and for the said county and on this day personally appeared Carol J. Buttler, City Manager of the City of LaMarque, Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said City of LaMarque, Texas, and that he executed the same as the act of such municipal corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 8th day of February, 2016.

Notary Public

My Commission expires:

ROBIN R. ELDRIDGE
My Commission Expires
July 16, 2018

ATTACHMENT A

SECTION I

PERMIT LIMITS

| Parameter/Pollutant | | Base Permit Limit | Maximum Permit Limit | Testing Schedule* |
|---|---|---|---|---|
| | | | | |
| **** Dissolved Oxygen | | | Minimum of 1.0 mg/l | Prior to Discharge |
| Flow Volume | | 20,000 gpd monthly avg. | 40,000 gpd maximum | Daily |
| pH | | 5.5 | 9.5 | Monthly |
| Temperature | | - | 150°F | Monthly |
| Dissolved Methane | | - | 8.0 mg/l | Monthly |
| Metals: (Grab Sample) | | - | - | - |
| Arsenic | (As) | - | 0.3 mg/l | Quarterly |
| Barium | (Ba) | - | 4.0 mg/l | Quarterly |
| Cadmium | (Cd) | - | 0.2 mg/l | Quarterly |
| Chromium | (Cr) | - | 5.0 mg/l | Quarterly |
| Copper | (Cu) | - | 2.0 mg/l | Quarterly |
| Lead | (Pb) | - | 1.5 mg/l | Quarterly |
| Manganese | (Mn) | - | 3.0 mg/l | Quarterly |
| Mercury | (Hg) | - | 0.02 mg/l | Quarterly |
| Nickel | (Ni) | - | 3.0 mg/l | Quarterly |
| Selenium | (Se) | - | 0.2 mg/l | Quarterly |
| Silver | (Ag) | - | 0.2 mg/l | Quarterly |
| Zinc | (Zn) | - | 6.0 mg/l | Quarterly |
| Cyanide | | - | 1.0 ppm | Quarterly |
| Phenols | | - | 1.0 ppm | Quarterly |
| Tin | (Sn) | - | 1.0 ppm | Quarterly |
| Iron | (Fe) | - | 5 ppm | Quarterly |
| Radioactive | | - | | Once a Year |
| | | COLUMN 1 | COLUMN 2 | |
| **Biochemical Oxygen Demand (BOD) | | 350 mg/l | 700 mg/l | Monthly |
| Total Suspended Solids (COD) | | 400 mg/l | 800 mg/l | Monthly |
| **Ammonia as Nitrogen | | 100 mg/l | 200 mg/l | Monthly |
| **Chemical Oxygen Demand (COD) | | 700 mg/l | 1400 mg/l | Monthly |
| ***Total Toxic Organics (TTO) | | None | None | Once a Year |

**Sanitary Sewer Surcharge**

A sanitary sewer surcharge shall be imposed under this section for discharges containing concentrations of pollutants above the Base Permit Limits in Column 1 of Appendix A, for those pollutants with Base Permit Limits. The City will calculate a sanitary sewer surcharge based on the monthly flow rate and mg/l, for every mg/l exceeding the Base Permit Limits (Column I) up to the Maximum Permit Limits (Column 2). The surcharge will be at a rate of ($0.397) per pound.

All discharge sampling will be in accordance with State and Federal requirements. This testing will be conducted at the frequencies listed in the Testing Schedule of Appendix A. All testing will be conducted by a laboratory that is approved by the City and the Owner. Laboratory acceptance documentation will be retained on site by Owner and submitted to City. The contract laboratory will be required to perform turn key sampling, collection, pick up and provide all test results to the City and the Owner.

All discharges shall comply with all other applicable laws, regulations, standards, and requirements of the City of La Marque and any other applicable Federal and/or State laws, regulations, standards, and requirements, including any such laws, regulations, standards and requirements that become effective during the term of this Contract.

* Alternate or increased sampling may be scheduled by the City on an as-needed basis. The City shall be responsible for charges incurred by additional sampling and analyses beyond the frequency indicated in Section I of Attachment A, unless such sampling and analysis is directly related to an ongoing investigation into an exceedance of the landfill discharge of one or more of the Maximum Permit Limits parameters as defined in Attachment A, Section I. In the event such an exceedance occurs, Owner shall be responsible for the charges incurred during the additional sampling and analyses.

**Demand Parameter Frequency may be reduced to Quarterly after the first year, with prior approval from the City.

***TTO=Total Toxic Organics is defined as the summation of all quantifiable values greater than 0.01 mg/l of the toxic organics listed in 40 CFR Part 433.11(e), including VOCs, BNA and Pesticides. TTO analyses will be performed annually for the first 3 years of discharge, then will be discontinued if no detectable levels of TTOs have been identified.

**** Dissolved Oxygen – Testing for Dissolved Oxygen shall be performed prior to any discharge. Should Dissolved Oxygen levels fall below 1.0 mg/l, discharge is prohibited.

- **SECTION II**

# PENALTY SCHEDULE
# DISCHARGE EXCEEDANCE

A penalty will be assessed for pollutant values that exceed the Maximum Permit Limits in Section I as follows:

<u>DEGREE OF PENALTY</u> <u>AMOUNT PER PENALTY</u>

A. 1 to 25% outside of the Maximum Permit Limits--------------------------------------$200.00

B. Greater than 25% outside of the Maximum Permit Limits up to 50%----------------$400.00

C. Greater than 50% outside of the Maximum Permit Limits up to 75%-----------------$800.00

D.Greaterthan75%outsideoftheMaximumPermitLimits-----------------------------------$1600.00

The fees assessed per <u>PENALTY</u> will be based on monthly and quarterly test results. All quarterly tests with pollutant values that exceed the Maximum Permit Limits in Section I will be 3X (times) the amount per violation.

The City reserves the right to stop all discharge into the City's collection system in the event the waste stream becomes detrimental to the treatment and operation of the City's Wastewater Treatment Plant. Neither the assessment or payment of any penalty, nor the determination of the City to continue service after the assessment or payment of a penalty, nor the failure of the City to assess or collect a penalty, or to discontinue service, shall prevent the City from terminating service at any time where Maximum Permit Limits are or have been exceeded.

| | |
|---|---|
| **From:** | Jessica Alcoser |
| **To:** | Rick Sailler |
| **Cc:** | WQPret; Colleen Cook |
| **Subject:** | RE: Discharge from Landfill |
| **Date:** | Wednesday, November 23, 2022 11:44:33 AM |
| **Attachments:** | image001.png |

**[External Email] This message originated from outside your organization.**

Hello Mr. Sailler,

Thank you for your inquiry. The acceptance of landfill leachate to a POTW is a significant consideration due to the potency and uncertainty of pollutants that may be contained within this type of wastewater. Landfill leachate varies from each landfill location and could contain a myriad of pollutants, including toxic or hazardous substances.

While the City of La Marque continued to experience high copper effluent concentrations, even when the POTW ceased accepting leachate, that does not necessarily mean there is no correlation between the two. The TCEQ is hesitant to suggest that the City should continue to accept landfill leachate while the WWTP is experiencing effluent issues.

In short, there are still potential risks with accepting the landfill leachate, especially when the WWTP is having difficulty meeting the copper effluent limits in its TPDES permit. Ultimately, it is the POTW's discretion to determine if the WWTP is capable of treating the landfill leachate while still ensuring compliance with its TPDES effluent limits. For more information or guidance on specific consequences of landfill leachate, we recommend reaching out to Mr. Louis Herrin III at 512-239-4552.

Please let me know if I can be of any further assistance.

Best,

Jessica Alcoser
Pretreatment Coordinator | Pretreatment Team – MC148
Water Quality Division | Texas Commission on Environmental Quality
✉: jessica.alcoser@tceq.texas.gov | ☎: 512-239-4305

**From:** Rick Sailler <r.sailler@cityoflamarque.org>
**Sent:** Thursday, November 3, 2022 3:59 PM
**To:** WQPret <wqpret@tceq.texas.gov>
**Subject:** Discharge from Landfill

The City of La Marque previously accepted leachate from Republic Services Landfill, but acceptance was stopped due to high copper effluent concentrations at the WWTP. Since the time we stopped accepting wastewater from Republic, we still had some high copper discharges which violates our NPDES permit. We have been approached by Republic to allow direct discharge again, since they presently are hauling WW to offsite location.

I am reaching out to obtain some assistance (if possible) regarding the potential consequences to our WWTP if we allow the discharge into our system again. I attached a sampling report we required to review and a copy of the original agreement dated 2016. They discharged to the City until June – July 2021.

Justin Dockal assisted by providing contact information (attached email). I would be happy to discuss, but thought to send this email as a starting point.

Rick Sailler
Public Works Director
City of LaMarque
(C) 409-944-8886
(O) 409-938-9213

LA MARQUE
GATEWAY TO THE GULF