

A REGULAR MEETING OF THE AMARILLO CITY COUNCIL TO BE HELD ON TUESDAY, OCTOBER 15, 2019 AT 1:00 P.M., CITY HALL, 601 SOUTH BUCHANAN STREET, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.

City Council Mission: Use democracy to govern the City efficiently and effectively to accomplish the City's mission.

Please note: The City Council may take up items out of the order shown on any Agenda. The City Council reserves the right to discuss all or part of any item in an executive session at any time during a meeting or work session, as necessary and allowed by state law. Votes or final decisions are made only in open Regular or Special meetings, not in either a work session or executive session.

INVOCATION: Van McNeece, Hillside Christian Church

PROCLAMATIONS: "Dyslexia Awareness Month"
"100th Anniversary of the League of Women Voters in Texas"

PUBLIC ADDRESS

(For items on the agenda for City Council consideration)

AGENDA

1. City Council will discuss or receive reports on the following current matters or projects.
 - A. Review agenda items for regular meeting and attachments;
 - B. Update on Canadian River Municipal Water Authority;
 - C. Update on Texas Municipal League Annual Conference;
 - D. Point-in Time Count;
 - E. Upcoming Boards and Commissions Appointments; and
 - F. Request future agenda items and reports from City Manager.

2. **CONSENT ITEMS:**

It is recommended that the following items be approved and that the City Manager be authorized to execute all documents necessary for each transaction:

THE FOLLOWING ITEMS MAY BE ACTED UPON BY ONE MOTION. NO SEPARATE DISCUSSION OR ACTION ON ANY OF THE ITEMS IS NECESSARY UNLESS DESIRED BY A COUNCILMEMBER, IN WHICH EVENT THE ITEM SHALL BE CONSIDERED IN ITS NORMAL SEQUENCE AFTER THE ITEMS NOT REQUIRING SEPARATE DISCUSSION HAVE BEEN ACTED UPON BY A SINGLE MOTION.

- A. **CONSIDER APPROVAL – MINUTES:**
Approval of the City Council minutes for the meeting held on October 8, 2019.
- B. **CONSIDERATION OF ORDINANCE NO. 7824:**
(Contact: Andrew Freeman, Director of Planning and Development Services)
This item is the second and final reading of an ordinance to consider designating certain areas of the City as Reinvestment Zone No. 10 for commercial and industrial tax abatement. The zone is approximately 17.10 acres in the vicinity of Northeast 24 Avenue and Folsom Road, North of Interstate 40.
- C. **CONSIDER APPROVAL -- AMARILLO CP1704 AMENDMENT 5 FOR THE AGREEMENT-IN-PRINCIPLE (AIP) GRANT (PANTEX):**
(Contact: Chip Orton, Emergency Management Coordinator)
This item is to approve a budget amendment which is the money for FY19 with the Agreement-in-Principle (AIP) Grant (Pantex). This is a yearly

amendment in the fourth of a five-year contract block that will result in the amount of up to \$855,665.00 to be spent by the City of Amarillo as part of this grant. The AIP Grant with the City of Amarillo has been in place for more than 40-years.

D. **CONSIDER APPROVAL -- AMARILLO AREA PUBLIC HEALTH DISTRICT COOPERATIVE AGREEMENT REVISED OCTOBER 1, 2019:**

(Contact: Casie Stoughton, Director of Public Health)

The City of Amarillo, as a member jurisdiction of the Bi-City-County Public Health District, adopts this updated agreement, replacing the previous original agreement and amendments. The City of Amarillo agrees with the member jurisdictions to change the name of the district to the Amarillo Area Public Health District to better reflect the membership.

E. **CONSIDER AWARD – EMERGENCY POLICE DISPATCH SOFTWARE:**

Priority Dispatch -- \$154,360.00

(Contact: Jeremy Hill, Fire Captain and Rich Gagnon, Information Technology Director)

This item considers Emergency Police Dispatch (EPD) software which provides scripted protocols for consistency and reliability for the Amarillo Emergency Communication Center computer aided dispatch function.

F. **CONSIDER AWARD – OFFICE FURNITURE ANNUAL CONTRACT:**

(Contact: Trent Davis, Purchasing Agent)

This item recommends award to Navajo Office Products in an estimated List Price amount of \$500,000.00. This annual contract is awarded on the Cooperative Purchasing network TCPN Blanket Purchase Agreement #R142208. Navajo Office Products is a HUB vendor.

G. **CONSIDER AMENDMENT -- COMMERCIAL CONTRACT FOR SALE OF CITY OWNED PROPERTY – FORMER FIRE STATION NO. 8 LOCATED AT 601 SOUTH WESTERN STREET:**

(Contact: Andrew Freeman, Director of Planning and Development Services)

This item authorizes the City Manager to execute a contract amendment for the sale of former Fire Station No. 8 located at 601 South Western Street.

3. **NON-CONSENT ITEMS:**

A. **CONSIDERATION OF ORDINANCE NO. 7825:**

(Contact: Casie Stoughton, Director of Public Health)

This item is the first reading of an ordinance amending the Amarillo Municipal Code, Chapter 8-5, to reserve sections and to add a new article VI, to provide for the public health department.

B. **CONSIDER APPROVAL – ENGINEERING SERVICES:**

(Contact: Jonathan Gresham, Director of Utilities)

KSA Engineers Inc. -- \$784,000.00

This item considers approval of a contract for engineering services to include evaluation, recommendation and design for filter underdrains and media profile for the Osage Water Treatment Plant.

Amarillo City Hall is accessible to individuals with disabilities through its main entry on the south side (601 South Buchanan Street) of the building. An access ramp leading to the main entry is located at the southwest corner of the building. Parking spaces for individuals with disabilities are available in the south parking lot. City Hall is equipped with restroom facilities, communications equipment and elevators that are accessible. Individuals with disabilities who require special accommodations or a sign language interpreter must contact the City Secretary's Office 48 hours prior to meeting time by telephoning 378-3013 or the City TDD number at 378-4229.

Posted this 11th day of October 2019.

Regular meetings of the Amarillo City Council stream live on Cable Channel 10 and are available online at:
<http://amarillo.gov/city-hall/city-government/view-city-council-meetings>

Archived meetings are also available.



A

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 8th day of October 2019, the Amarillo City Council met at 1:00 p.m. for a regular meeting held in the Council Chamber located on the third floor of City Hall at 601 South Buchanan Street, with the following members present:

GINGER NELSON	MAYOR
ELAINE HAYS	COUNCILMEMBER NO. 1
FREDA POWELL	MAYOR PRO TEM/COUNCILMEMBER NO. 2
EDDY SAUER	COUNCILMEMBER NO. 3
HOWARD SMITH	COUNCILMEMBER NO. 4

Absent were none. Also in attendance were the following administrative officials:

MICHELLE BONNER	DEPUTY CITY MANAGER
KEVIN STARBUCK	ASSISTANT CITY MANAGER
BRYAN MCWILLIAMS	CITY ATTORNEY
STEPHANIE COGGINS	ASSISTANT TO THE CITY MANAGER
FRANCES HIBBS	CITY SECRETARY

The invocation was given by Greg Dowell, Central Church of Christ. Mayor Nelson established a quorum, called the meeting to order, welcomed those in attendance and the following items of business were conducted:

Proclamations were presented to for "Chiropractic Health Month" and the "Texas League Champions - Amarillo Sod Poodles."

PUBLIC ADDRESS

James Schenck, 6216 Gainsborough Road, reminded Councilmembers to use their microphones. He inquired as to a possible upcoming agenda item to discuss the current public address process. There were no further comments.

ITEM 1:

- A. Review agenda times for regular meeting and attachments;
- B. Update on State of the City;
- C. TxDot Project Update;
- D. Reports and updates from City Councilmembers serving on outside Boards: Amarillo Local Government Corporation; and
- E. Request future agenda items and reports from City Manager.

CONSENT ACTION ITEMS:

ITEM 2: Mayor Nelson presented the consent agenda and asked if any item should be removed for discussion or separate consideration. Motion was made by Councilmember Powell to approve the consent agenda as presented, seconded by Councilmember Sauer:

- A. **MINUTES:**
Approval of the City Council minutes for the meeting held on October 1, 2019.
- B. **CONSIDERATION OF ORDINANCE NO. 7822**
(Contact: Izzy Rivera, Jr., Building Official)
This item is the second and final reading of an ordinance amending the Amarillo Municipal Code, Chapter 4-4, Article III, Section 4-4-51 to modify electric fence regulations to comply with House Bill 3371.
- C. **CONSIDERATION OF ORDINANCE NO. 7823**
(Contact: Raymond C. Lee, III, Director of Public Works)
This item is the second and final reading of an ordinance amending the Amarillo Municipal Code, Title VIII, Chapter 8-3, Article III, Section 8-3-59 to provide certain exemptions from the Collector's Permit Requirement.

D. **CONSIDER APPROVAL – PROJECT MANAGEMENT SERVICES FOR CIVIC CENTER ROOF REPLACEMENT:**

(Contact: Jerry Danforth, Facilities & Special Project Administrator)
Crenshaw Consulting Group -- \$200,000.00

This item is for project management services to provide for reports to the Facilities Department and the Building Safety Department. Weekly reports to include inspections and confirm all work meets timelines, product installed, design standards as well as City Building Codes.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

NON-CONSENT ITEMS:

ITEM 3A: Mayor Nelson presented the first reading of an ordinance to consider designating certain areas of the City as Reinvestment Zone No. 10 for commercial and industrial tax abatement. The zone is approximately 17.10 acres in the vicinity of Northeast 24th Avenue and Folsom Road, North of Interstate 40. This item was presented by Andrew Freeman, Director of Planning and Development Services. Mayor Nelson opened a public hearing. James Schenck, 6216 Gainsborough Road, stated he was for good growth for our city, but he was against giving away taxes. There were no further comments. Mayor Nelson closed the public hearing. Motion was made that the following captioned ordinance be passed on first reading by Councilmember Powell, seconded by Councilmember Smith:

ORDINANCE NO. 7824

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS CITY COMMISSION: DESIGNATING CERTAIN AREAS AS REINVESTMENT ZONE NO. 10 FOR COMMERCIAL / INDUSTRIAL TAX ABATEMENT, CITY OF AMARILLO, TEXAS, PURSUANT TO TEXAS TAX CODE, CHAPTER 312, SUBCHAPTERS A & B, ESTABLISHING THE BOUNDARIES THEREOF AND OTHER MATTERS RELATING THERETO; PROVIDING A SEVERANCE CLAUSE; PROVIDING AN EFFECTIVE DATE.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

ITEM 3B: Mayor Nelson presented a resolution appointing four (4) vacancies on its individual Potter and Randall County Appraisal Districts' Board of Directors. Upon the receipt of these nominations, the Appraisal Districts will schedule an election for governmental entities in Potter and Randall County to vote on these vacant positions, as established by State law requirements. This item was presented by Stephanie Coggins, Assistant to the City Manager. Motion was made by Councilmember Powell, seconded by Councilmember Smith that the following captioned resolution be passed:

RESOLUTION NO. 10-08-19-1

A RESOLUTION TO MAKE NOMINATIONS TO FILL VACANCIES ON THE BOARD OF DIRECTORS OF THE POTTER-RANDALL APPRAISAL DISTRICTS.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

Mayor Nelson advised that the meeting was adjourned.

ATTEST:

Frances Hibbs, City Secretary

Ginger Nelson, Mayor



B

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	October 15, 2019	Council Priority	Economic Development
Department	Planning and Development Services	Contact Person	Andrew Freeman, Director of Planning and Development Services

Agenda Caption

CONSIDERATION OF ORDINANCE NO. ????:

The second and final reading of an ordinance to consider designating certain areas of the City as Reinvestment Zone No. 10 for commercial and industrial tax abatement. The zone is approximately 17.10 acres in the vicinity of NE. 24th Ave. and Folsom Rd., North of Interstate 40.

Agenda Item Summary

Designating a reinvestment zone is a step in the property tax abatement process under Chapter 312 of the Tax Code. Local governments often use tax abatements to attract new industry and commercial enterprises and to encourage the retention and development of existing businesses. Designation of an area as a reinvestment zone is required before City Council has the ability to offer a tax abatement.

The 17.10 acres proposed for Reinvestment Zone No. 10 is located in the CenterPort Business Park, just east of the existing Reinvestment Zone No. 7, which encompasses a larger area of 276 acres. The reason for creating this zone is to provide Council the option to offer an economic development incentive to a prospective meat processing facility.

Before Council may consider a new zone, it must be preceded by a public hearing, with 7 days written notice of the hearing provided to the presiding officer of each of the other taxing entities with jurisdiction in the zone, and notice of the hearing in a newspaper of general circulation in the city.

Council must make findings that the improvements sought in the zone are feasible and practical and would be a benefit to the zone after expiration of a tax abatement agreement. Zones must also meet one of the applicable criteria for reinvestment zones. For the case of this zone, the criteria met is that with designation of the zone it is reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the City.

Requested Action

Conduct a public hearing and first reading of the Ordinance on October 8, 2019. The final reading is scheduled for October 15, 2019.

Funding Summary

N/A

Community Engagement Summary

Public Hearing to be held October 8, 2019.

Staff Recommendation

City staff is recommending approval of the Ordinance.

ORDINANCE NO. 7824

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS
CITY COMMISSION: DESIGNATING CERTAIN AREAS
AS REINVESTMENT ZONE NO. 10 FOR COMMERCIAL /
INDUSTRIAL TAX ABATEMENT, CITY OF AMARILLO,
TEXAS, PURSUANT TO TEXAS TAX CODE, CHAPTER
312, SUBCHAPTERS A & B, ESTABLISHING THE
BOUNDARIES THEREOF AND OTHER MATTERS
RELATING THERETO; PROVIDING A SEVERANCE
CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Amarillo, Texas ("City"), desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a Reinvestment Zone for commercial/industrial tax abatement, as authorized by Texas Tax Code Chapter 312, Subchapters A & B;

WHEREAS, City has elected by Resolution No. 08-20-19-2 to become eligible to participate in tax abatements;

WHEREAS, a public hearing in a regularly scheduled meeting before the City Council was held on October 8, 2019, such date being at least seven (7) days after the date of publication of the notice of such public hearing as required by the Texas Tax Code; and

WHEREAS, notice of the public hearing was delivered to the presiding officer of the governing body of each taxing unit located within the proposed Reinvestment Zone at least seven (7) days before the date of the public hearing; and

WHEREAS, the City at such hearing invited all interested persons, or their counsel, to appear and speak for or against the creation of the proposed Reinvestment Zone, the boundaries of the proposed Reinvestment Zone, and whether all or part of the property described in this ordinance should be included in such proposed Reinvestment Zone; and

WHEREAS, all interested persons were given the opportunity to be heard, with both proponents and opponents of the Reinvestment Zone being allowed to offer evidence in favor of or opposing the creation of the proposed Reinvestment Zone; and

WHEREAS, the area to be designated meets the statutory requirement that, it is reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the

property and that would contribute to the economic development of the municipality, and/or meets other criteria that satisfies state law for establishment of a reinvestment zone;

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

SECTION 1. That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and are adopted as findings of fact by this body and as part of its official record.

SECTION 2. The City, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the testimony and evidence presented to it:

- a) That a public hearing on the designation of the Reinvestment Zone has been properly called, held and conducted and that notice of such hearing was published as required by law and delivered to all taxing units overlapping the territory inside the proposed reinvestment zones; and
- b) That the boundaries of the area to be known as City of Amarillo Reinvestment Zone No. 10 shall be the area of land described on the document attached hereto as Exhibit "A", which is incorporated herein for all purposes; and
- c) That the creation of the City of Amarillo Reinvestment Zone No. 10 with the boundaries as described in (b) above, will result in benefits to the City and to the land included in the zone and to the City after the expiration of any Tax Abatement Agreement entered into, and the improvements sought are feasible and practical; and
- d) That the Reinvestment Zone as described in (b) above meets the criteria for the creation of a Reinvestment Zone as set forth in Texas Tax Code Chapter 312, Subchapters A & B in that it is reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the Reinvestment Zone that would be a benefit to the property and that would contribute to the economic development of the City; and
- e) That the City of Amarillo Reinvestment Zone No. 10 as defined herein satisfies the requirement of a Reinvestment Zone and is eligible under the Guidelines and Criteria for Tax Abatement in the City of Amarillo, Resolution No. 08-20-19-2.

SECTION 3. That pursuant to Texas Tax Code Chapter 312, Subchapter B, the City hereby creates a Reinvestment Zone for commercial/industrial tax abatement encompassing the area described by the legal description in Section 2 (b) above and such Reinvestment Zone is hereby designated and shall hereafter be designated City of Amarillo Reinvestment Zone No. 10 for a period of five (5) years.

SECTION 4. If any portion of this ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof.

SECTION 5. That the establishment of City of Amarillo Reinvestment Zone No. 10 shall take effect on the date of the final passage of this Ordinance.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this _____ day of October, 2019, and PASSED on Second and Final Reading on this the _____ day of October, 2019.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan S. McWilliams, City Attorney



Exhibit "A"

Reinvestment Zone No. 10



DISCLAIMER: The City of Amarillo is providing this information as a public service. The data shown is for informational purposes only and except where noted, all of the data or features shown or depicted on this map is not to be construed or interpreted as accurate and/or reliable. The City of Amarillo assumes no liability or responsibility for any discrepancies or errors for the use of the information provided. This product is for informational purposes and may not have been prepared for or suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

PAINTED SPACES: Shows GIS Coordinate Data (Sourced from GIS) on 8/24/2011 at 1:50 PM



Capital Projects and Development Engineering
Simms Municipal Building
PH: 806-378-9334



PROPERTY DESCRIPTION:

A 17.10 acre tract of land lying in Section 61, Block 2 A.B. & M. Survey, Potter County, Texas, and being a portion of that certain tract described in Warranty Deed recorded in Volume 4007, Page 133, Official Public Records of Potter County, Texas said 17.10 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with cap marked "4263" found in the North line of Section 61, whence a 1/2" iron rod found for the Northwest corner of Section 61 bears South 89 degrees 56 minutes 10 seconds West, 75.42 feet;

THENCE South 89 degrees 56 minutes 10 seconds East, along the North line of Section 61, a distance of 1128.05 feet to a 3/8" iron rod with cap marked "HBD" set;

THENCE South 00 degrees 03 minutes 50 seconds West, a distance of 657.05 feet to a 3/8" iron rod with cap marked "HBD" set;

THENCE North 89 degrees 56 minutes 10 seconds West, a distance of 1109.43 feet to a 3/8" iron rod with cap marked "HBD" set in the East right of way line of Folsom Road;

THENCE North 00 degrees 24 minutes 06 seconds East, along the East right of way line of Folsom Road, a distance of 105.93 feet to a 3/8" iron rod with cap marked "HBD" set;

THENCE North 07 degrees 32 minutes 05 seconds West, along the East right of way line of Folsom Road, a distance of 474.20 feet to a 1/2" iron rod with cap marked "4263";

THENCE South 90 degrees 56 minutes 10 seconds East, a distance of 43.50 feet to a 3/8" iron rod with cap marked "4263" found;

THENCE North 00 degrees 02 minutes 00 seconds East, a distance of 81.08 feet to the POINT OF BEGINNING of this tract;

Said tract contains a computed area of 17.10 acres of land.



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	10/15/2019	Council Priority	Public Safety, Fiscal Responsibility
--------------	------------	------------------	--------------------------------------

Department	Emergency Management	Contact Person	Chip Orton
------------	----------------------	----------------	------------

Agenda Caption
Approval of Amarillo CP1704 Amendment 5 for the Agreement-in-Principle (AIP) Grant (Pantex).

Agenda Item Summary
This agenda item is to approve a budget amendment which is the money for FY19 with the Agreement-in-Principle (AIP) Grant (Pantex). This is a yearly amendment in the fourth of a five-year contract block that will result in the amount of up to \$855,665.00 to be spent by the City of Amarillo as part of this grant. The AIP Grant with the City of Amarillo has been in place for more than 40 years.

Requested Action
The Office of Emergency Management recommends that the City Council authorize the City Manager to sign the contract amendment.

Funding Summary
The contract authorizes payments up to \$855,665.00 to the City for salaries, equipment, and other items as stated in the contract.

Community Engagement Summary
N/A

Staff Recommendation
Staff recommends approval of this budget amendment.

AMENDMENT NO. 5
CONTRACT NO. CP1704

BETWEEN

City of Amarillo ("Contractor")
P.O. Box 1971
Amarillo, Texas 79105-1971

AND

Texas Comptroller of Public Accounts ("Comptroller")
State Energy Conservation Office
111 E. 17th Street, Room 311
Austin, Texas 78774

I. Recitals

WHEREAS, Comptroller and Contractor entered into an interlocal cooperation contract, Contract No. CP1704 ("Contract"), effective October 1, 2016 through September 30, 2021, for certain services related to the Pantex Program and the Agreement in Principle between the State of Texas and the U.S. Department of Energy;

WHEREAS, on September 1, 2017, Comptroller and Contractor executed Amendment No. 1 to move funds between budget categories in fiscal year 2017 funding;

WHEREAS, on November 7, 2017, Comptroller and Contractor executed Amendment No. 2 to add fiscal year 2018 funding;

WHEREAS, on August 10, 2018, Comptroller and Contractor executed Amendment No. 3 to add fiscal year 2018 funding for the replacement of equipment and to move funds between budget categories;

WHEREAS, on November 8, 2018, Comptroller and Contractor executed Amendment No. 4 to add fiscal year 2019 funding; and

WHEREAS, Comptroller and Contractor desire to execute this Amendment No. 5 ("Amendment") to add fiscal year 2020 funding in the amount of \$196,549.00 and to make other amendments as provided herein;

NOW, THEREFORE, Comptroller and Contractor hereby agree to amend the Contract as follows:

II. Amendments

1. The first sentence of Article IV. Payments, is hereby deleted in its entirety and replaced with the following: "Total payments to Contractor under this Agreement shall not exceed **EIGHT HUNDRED FIFTY-FIVE THOUSAND SIX HUNDRED SIXTY-FIVE AND 00/100 DOLLARS (\$855,665.00).**"
2. Attachment B, Budget, is hereby deleted in its entirety and replaced with the revised Attachment B, attached hereto and incorporated herein.

III. Terms and Conditions

1. Except as expressly stated herein, all other terms of the Contract remain unchanged, are in full force and effect, and are hereby ratified and affirmed by the parties.
2. Both parties agree that the terms of this Amendment and performance begin on October 1, 2019, and that a subsequent effective date does not prevent the Contractor from requesting reimbursement for expenditures under this Amendment or the Contract.
3. In the event of a conflict between the Contract, as amended, and this Amendment, this Amendment controls.

IV. Signatories

The undersigned signatories represent and warrant that they have full authority to enter into this Amendment on behalf of the respective parties named below.

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of the signature date of the latter of the parties to sign this amendment.

Texas Comptroller of Public Accounts

City of Amarillo

by _____
Lisa Craven
Deputy Comptroller

by _____
Jared Miller
City Manager

Date: _____

Date: _____

AMENDMENT NO. 5 TO CONTRACT NO. CP1704

ATTACHMENT B
BUDGET

	Cumulative Budget	Add FY2020 Funding	Revised TOTAL Budget
<u>PERSONNEL</u>¹			
Salaries	\$246,245.55	\$ 72,271	\$318,516.55
Benefits	\$ 86,839.45	\$ 31,877	\$118,716.45
<u>TRAVEL</u>²			
Airfare, per diem, mileage, and other direct travel expenses	\$ 29,000.00	\$ 12,000	\$ 41,000.00
<u>EQUIPMENT</u>³	\$ 86,000.00	\$ 20,000	\$106,000.00
<u>SUPPLIES</u>	\$125,500.00	\$ 34,768	\$160,268.00
<u>OTHER</u>	\$ 47,493.00	\$ 12,000	\$ 59,493.00
<u>INDIRECT COSTS</u>	\$ 38,038.00	\$ 13,633	\$ 51,671.00
<u>TOTAL BUDGET</u>	<u>\$659,116.00</u>	<u>\$196,549</u>	<u>\$855,665.00</u>

¹ Chip Orton shall be Project Director for this project and shall be responsible for the overall supervision and conduct of the project on behalf of Contractor.

² Out-of-state travel requires prior approval of Comptroller. All actual, reasonable travel expenses will be reimbursed at state authorized rates.

³ Equipment is defined as tangible personal property having a useful life of more than one year and an acquisition cost of five thousand dollars (\$5,000.00) or more per unit. Title to and control over all equipment over \$5,000 purchased in connection with this Contract shall remain with the Contractor as long as it is being used for the purpose for which it was intended under the terms of this Contract.



D

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	October 15, 2019	Council Priority	Public Safety
Department	Public Health and Environmental Health		
Contact	Casie Stoughton and Anthony Spanel		

Agenda Caption

Consider: Amarillo Area Public Health District Cooperative Agreement Revised October 1, 2019

Agenda Item Summary

The City of Amarillo, as a member jurisdiction of the Bi-City-County Public Health District, adopts this updated agreement, replacing the previous original agreement and amendments. The City of Amarillo agrees with the member jurisdictions to change the name of the district to the Amarillo Area Public Health District to better reflect the membership.

Requested Action

Confirm the Amarillo Area Public Health District Cooperative Agreement.

Funding Summary

Funding for the public health district comes from a variety of sources. Funding does not change with the update to the cooperative agreement.

Community Engagement Summary

The cooperative agreement has been approved by the Public Health Board, unanimously. The cooperative agreement has been signed by Canyon, Potter County, Randall County, Lake Tanglewood and Palisades. Timbercreek Canyon has the cooperative agreement as an agenda item on their October 10 meeting. And Bishop Hills has been in conversation with staff.

Staff Recommendation

Approve.

**AMARILLO AREA PUBLIC HEALTH DISTRICT
COOPERATIVE AGREEMENT REVISED OCTOBER 1, 2019**

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
CITY OF AMARILLO	§	

WHEREAS, in 1984, the City of Amarillo and City of Canyon, County of Potter, and County of Randall executed the Bi-City-County Public Health District Cooperative Agreement (“Cooperative Agreement”) prescribed by the Article 4436b, Revised Civil Statutes of Texas; and

WHEREAS, in 1992, the City of Amarillo and City of Canyon, County of Potter, and County of Randall updated the Cooperative Agreement as prescribed by Chapter 121 of the Texas Health and Safety Code, Local Public Health Reorganization Act (“Act”); and

WHEREAS, in 1997, the City of Amarillo and City of Canyon, County of Potter, and County of Randall updated the Cooperative Agreement as prescribed by Chapter 121 of the Texas Health and Safety Code, Local Public Health Reorganization Act (“Act”); and

WHEREAS, Amendments to the Cooperative Agreement were executed in 2005 to appoint John Rush Pierce, Jr., MD, as Health Authority, in 2009 to appoint Todd Bell, MD, as Health Authority, in 2010 to move the location of the public health department to 1000 Martin Rd, and again to appoint Roger Smalligan, MD, as Health Authority, and in 2016 to appoint John Scott Milton, MD, as Health Authority; and

WHEREAS, the members of the Bi-City-County Public Health District wish to replace the original contract with the terms of this Cooperative Agreement and continue the operation of the District under the new name, Amarillo Area Public Health District, on October 1, 2019, and moving into the future; and

NOW THEREFORE, this Cooperative Agreement (“Agreement”) shall be the updated Agreement replacing the previous original Agreement and Amendments thereto and is entered into on this the 1st day of October 2019, by and between the Cities of Amarillo, Canyon, the Villages of Timbercreek Canyon, Lake Tanglewood, Palisades, the Town of Bishop Hills, and Potter and Randall County.

**ARTICLE I.
PURPOSE**

- 1.1** The purpose of this Agreement is to provide an effective local public health program for the residents of the Cities of Amarillo, Canyon, the Villages of Timbercreek Canyon, Lake Tanglewood, Palisades, the Town of Bishop Hills, and Potter and Randall County as authorized by the Local Public Health Reorganization Act, Chapter 121 of the Texas Health and Safety Code.

ARTICLE II. DEFINITIONS

- 2.1 **Amarillo Area Public Health District (“District”)**: A legal entity created by the Cooperative Agreement and subsequent amendments executed by the Cities of Amarillo, Canyon, the Villages of Timbercreek Canyon, Lake Tanglewood, Palisades, the Town of Bishop Hills, Potter and Randall Counties to perform any public health function that any of its Members may perform, unless otherwise restricted by law. The functions shall be performed through a department of the City of Amarillo and by their City employees. A name change from Bi-City-County Public Health District.
- 2.2 **Amarillo Area Public Health Board (“Board”)**: An advisory board created to provide guidance on public health activities, and to make recommendations from time to time through the minutes of its meetings to such entities on matters pertaining to public health in the district created hereby. The board shall have the power and duty to advise the director of the public health district and make recommendations on matters of public health and administration of the public health district.
- 2.3 **Board Member**: An appointed member of the Amarillo Area Public Health Board.
- 2.4 **Ex-officio Representative**: An officer serving each governmental entity without voting capacity, acting in an advisory capacity.
- 2.5 **Department**: Departments providing services to the District, Public Health, Environmental Health, WIC, and Animal Management and Welfare. Each department has a separate mission and service coverage area as defined by funding and is a department in the organizational structure of the City of Amarillo.
- 2.6 **Department Directors**: The directors of the departments serving the Amarillo Area Public Health District: Public Health, Environmental Health, WIC, and Animal Management and Welfare. Each department has a separate mission and service coverage area as defined by funding.
- 2.7 **Director**: The chief administrative officer of the District, confirmed by a majority of the Board and appointed by the Amarillo City Council.
- 2.8 **Health Authority**: The Health Authority is a physician appointed under the provisions of the Act to administer state and local laws relating to public health within the District. The Health Authority will serve as the Medical Director for the Public Health Department.

ARTICLE III. TERMS OF OPERATION

The terms of the operation of the District shall include, but not be limited to, the following:

- 3.1 **Establishment**. This Agreement continues the operation of the District previously established pursuant to Chapter 121 of the Texas Health and Safety Code, Subchapter E “Public Health Districts” by majority vote of the governing bodies of Potter and

Randall Counties and the municipalities in Potter and Randall Counties. The District shall remain a department within the City of Amarillo organization and the employees, including the Director, shall be employees of the City of Amarillo, not employees of the District.

- 3.2 **Membership.** The public health district may be joined by other entities, which are authorized by law to exercise powers to enforce local health regulations, by any such entity agreeing to be bound by this agreement, as from time to time amended and upon the concurring vote of the governing bodies of the other entities which at the time are participating in this agreement.
- 3.3 **Duties.** The District may perform any public health function that any of its Members may perform unless otherwise restricted by law. The Members designate the District to act as their agent in all matters relating to public health in which the Members have jurisdiction and authority.
- 3.4 **Boundaries.** The boundaries of the District shall be the same as the boundaries of the Cities of Amarillo, Canyon, the Villages of Timbercreek Canyon, Lake Tanglewood, Palisades, the Town of Bishop Hills, Potter and Randall Counties, Texas.

ARTICLE IV. HEALTH BOARD

- 4.1 **Health Board.** There shall be a public health advisory board known as the Amarillo Area Public Health Board ("Board") which shall provide guidance on public health activities, including policy development for the protection and promotion of health within the Cities of Amarillo, Canyon, the Villages of Timbercreek Canyon, Lake Tanglewood, Palisades, the Town of Bishop Hills, Potter and Randall Counties, Texas.
- 4.2 **Composition.** The Board shall be composed of **eight (8) Representatives**; including two (2) members appointed by the City of Amarillo, one (1) member appointed by the City of Canyon, two (2) members appointed by Randall County, two (2) members appointed by Potter County and one (1) member appointed representing all jurisdictions with population of less than 3,000.
- 4.2.1 The affirmative vote of the governing body of any appointing entity shall be sufficient for appointment.
- 4.2.2 The term of each member representing a population over 3,000 shall be for three (3) years. The term of each member representing a population of less than 3,000 shall be for two (2) years.
- 4.2.2.1 At the April 11, 2019, Bi-City-County Public Health Board meeting, the Board agreed to a rotation for member jurisdictions with a population of less than 3,000. The rotation is as follows: the Village of Timbercreek Canyon, the Village of Lake Tanglewood, the Town of Bishop Hills and the Village of Palisades.

4.2.3 The following officers shall be Ex-Officio members of the Amarillo Area Public Health Board without voting capacity and shall act in an advisory capacity to the board:

1. County Judge of Randall County,
2. County Judge of Potter County,
3. Amarillo City Manager
4. Director of Amarillo Area Public Health, Health Authority
5. Canyon City Manager
6. Village of Palisades Mayor/City Manager
7. Village of Timbercreek Canyon Mayor/City Manager
8. Village of Lake Tanglewood Mayor/City Manager
9. Town of Bishop Hills Mayor/City Manager

4.3 **Vacancies.** In the event of a Representative vacancy for any reason, the unexpired term resulting from the vacancy shall be filled by the same entity and in the same manner in which the originally-appointed-Representative was appointed.

4.4 **Officers.** The Board shall elect a chairperson and a vice chair, who will preside in the absence of the chairman, from the ranks of Board membership each October. The Board may appoint such other officers as it may deem necessary. The officers shall serve for a term of one year or as long as they remain a Representative and are reappointed, whichever is less. An officer may be reappointed to the office the officer is holding for one-year terms upon a majority vote of the Representatives.

4.5 **Quorum.** A quorum for meetings of the Board shall be five (5) Representatives.

4.6 **Meetings.** Regular meetings may be held quarterly. Special meetings shall be held at the call of the chairperson, a majority of the Representatives, the Director, or a Department Director. Board action shall be effective when adopted by the favorable vote of a majority of the quorum of Representatives present.

4.6.1 A representative from the Public Health Department will take and transcribe minutes.

4.6.2 A copy of such minutes will be posted to the City of Amarillo's website, upon approval.

4.7 **Notice.** The Board shall comply with the notice and open meeting requirements of the Texas Open Meetings Act.

4.8 **Residency.** To be eligible for appointment, a Representative must currently reside in and have resided in their respective jurisdiction for at least two (2) years before the date of the Representative's appointment. A member shall be removed from the Board if they no longer meet the residency requirements.

4.9 **No compensation.** All Representatives shall serve without compensation.

4.10 **Removal.** Any representative may be removed without cause from the office of

representative by a majority vote of the governing body of the member which originally appointed the representative.

- 4.11 **Present to vote.** In order to cast a vote at a meeting of the Board, a Representative must be present at such meeting.
- 4.12 **Duties.** The Board may authorize the performance of any function that is provided for under this Agreement and may adopt substantive and procedural rules that are necessary and appropriate to promote and preserve the health and safety of the public. The Board may not adopt a rule that is not specifically authorized by state law, conflicts with state law, or conflicts with a Member ordinance or County order.

ARTICLE V. DIRECTOR

- 5.1 **Appointment; removal.** The director of the Amarillo Area Public Health District will be appointed by the Amarillo City Council upon recommendations of the Public Health Board. The director shall be a physician who is qualified in public health work. The director shall serve at the pleasure of the Amarillo City Council but subject to the terms of any contract which might be executed between the director and the Amarillo City Council.
- 5.2 **Duties.** The director of the Amarillo Area Public Health District shall have the power and duty to exercise the functions of a Health Authority as prescribed by Chapter 121, Health and Safety Code, and shall execute the duties set out in and enforce the ordinances and the duly enacted orders of the participating entities which relate to the public health. Each municipality accepts the Health Authority to serve the district, including individual municipalities.
- 5.3 **Compensation.** The Director/Health Authority shall be compensated through a contract between City of Amarillo and Texas Tech School of Medicine.
- 5.4 **Vacancy.** The Director shall work with the Public Health Department Director to identify a replacement to be appointed by the Amarillo Area Public Health Board and Amarillo City Council before vacating the position. In the event of an emergency vacation, the Public Health Director will work with the Chair of Internal Medicine or designee at Texas Tech School of Medicine to identify a replacement.
- 5.5 **Deputy Health Authority.** The Director may appoint one or more Deputy Health Authority(s) to exercise the powers and duties of that office when the Director is unavailable or incapacitated for any reason to perform the duties of that office.

ARTICLE VI. ADMINISTRATIVE SERVICES

- 6.1 **District Administration.** The City of Amarillo shall provide administrative services for such District and shall have administrative responsibility for the day-to-day operations of the District, administratively supervise the employees of the District and prepare the annual budget of the District for submission to the City of Amarillo.

6.1.1 The City of Amarillo is responsible for and will perform the public health and environmental health services. All fees, regulations, and requirements shall be set by the City of Amarillo as the service provider. A surcharge for services provided outside Amarillo city limits may be assessed by the service provider.

6.1.2. Annual report. During the January meeting each year, the Department Directors shall present to the Members an annual programmatic report of the preceding fiscal year for their review.

6.1.3. In the event funding for public health is required to continue the District's mission, and the Amarillo Hospital District's, Universal's, and the City of Amarillo's support is not sufficient to enable the District to perform its purposes and/or functions, then each governmental entity within the District may be required to consider funding for such District.

ARTICLE VII. TERM OF THIS AGREEMENT

7.1 Effective date. The term of this agreement shall begin October 1, 2019. This agreement is effective for an individual Member when approved by the governing body of that Member and signed by the appropriate officer of that Member.

7.2 Term. The District remains in effect thereafter as if specifically reenacted or ratified by each participating entity each subsequent year, and this agreement shall supersede any previous agreement of the participating entities for health services as of the effective date. The term of this Agreement shall continue for a period of five (5) years (primary term), and upon the completion of five (5) years, the Agreement shall automatically extend for an additional five (5) years until the termination date. A copy of this executed Agreement shall be filed with the clerk or secretary of each governing body of each Member.

7.3 Amendments. This Agreement may be modified or amended during its term upon written agreement with a majority approval from the board, and then, the majority approval from governing bodies.

7.4 Member withdrawal. A member may withdraw from the District by providing written notice by either certified mail or personal delivery to the Director of Public Health by May 31st. Withdrawal shall be effective October 1st. A member may revoke its withdrawal by providing written notice to the Director of Public Health. Revocation is effective upon receipt of the notice by the Director of Public Health. Upon the effective date of the withdrawal, certain regulatory services provided by or through the Health District, such as licensing and inspection of food establishments and onsite sewage facilities, will no longer be available to the withdrawing member.

7.5 Expulsion of members. A member may be expelled by the District upon a two-thirds majority vote of the Representatives of the Board voting to expel that member. The expulsion process may be initiated by a petition or request signed by the Representatives of at least three (3) Government members and delivered to the Director of Public Health. The petition or request shall state the reasons that expulsion is sought. The member whose

expulsion is sought must be provided a copy of the petition or request and given at least ten (10) days written notice (served by certified mail or by personal service to the member's Representative and chief executive officer) of the meeting at which the issue of expulsion will be considered. If the Board votes to expel the member, the Director of Public Health shall give written notice by certified mail to the expelled member. Expulsion shall require the concurring vote of 2/3 of the governing bodies of the other participating entities. There is no appeal from such action by the Board.

- 7.6 **Dissolution of District.** Dissolution of a District, in whole or in part, such as dissolution of a department, shall occur upon a three-fourths majority vote of the Representatives of the Board voting in favor to dissolve. To initiate a vote on dissolution, the Representatives of at least four (4) Government members may file a petition setting forth the reason for dissolution with the Director of Public Health. The Director of Public Health shall forward a copy of said petition to all members of the District. If a vote is taken to dissolve and passes by the required majority, a vote of the governing bodies of all participating entities must take place within 90 days. If the Board and governing bodies vote to dissolve the District, the District shall be dissolved at the end of such fiscal year after such vote was passed. If a vote is taken to dissolve and fails, another vote to dissolve may not occur until after the next fiscal year.

ARTICLE VIII. MISCELLANEOUS

- 8.1 **Entire agreement; section headings; severability.** This Agreement contains the entire understanding of the parties relating to the matters contained in this Agreement, superseding all prior agreements. The section headings herein are for convenience and reference and are not intended to define or limit the scope of any condition, term, or provision of this Agreement. If any provision of this Agreement is held to be invalid for any reason, the remainder of the Agreement shall continue in full effect.
- 8.2 **Public Information of Records.** Requests for information shall be directed to the appropriate Department Director. Media inquiries shall be directed to the City of Amarillo's Office of Communications.
- 8.3 **Governing law and venue.** This Agreement is governed by the laws of the State of Texas and the federal government and should be construed to carry out the intent of the Local Public Health Reorganization Act, Chapter 121, of the Texas Health and Safety Code. This Agreement is expressly made subject to the charters, ordinances, or orders of all Government Member entities. This Agreement is performable in Potter County, Texas, and the parties hereto agree that any action brought to enforce or interpret this Agreement shall be brought in Potter County, Texas.
- 8.4 **Successors and assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto. No Member of the District shall assign or subcontract this Agreement or any right, duty, or obligation hereunder, in whole or in part, without the express written consent of the remaining Members.
- 8.5 **Waiver of breach; rights extinguished.** All parties herein hereby waive, forfeit, and

otherwise surrender any and all remedies available at law, in equity, or otherwise to a party, including any claim or action for breach of contract, against any other party to this Agreement. The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the parties herein under this Agreement.

- 8.6 **Release.** To the extent allowed by law, the parties hereby mutually and individually release each other, respectively, its elected officials, officers, agents, employees, and volunteers, from and against any and all liability, claims, suits, demands, or causes of action which may arise due to any loss or damage to personal property, or personal injury, and/or death occurring as a consequence of the performance of this agreement.
- 8.7 **Multiple copies.** This Agreement shall be executed in multiple copies, each of which shall be deemed an original.
- 8.8 **Signature Authority.** The person signing this Agreement hereby warrants that he/she has the legal authority to execute this Agreement on behalf of his or her respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

(Signature blocks on the following pages)

THE CITY OF AMARILLO

By: _____
Mayor or City Manager/Administrator

Print Name: _____

Print Title: _____

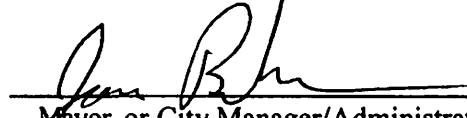
ATTEST

City Secretary

Date Signed

[Remainder of page intentionally left blank]

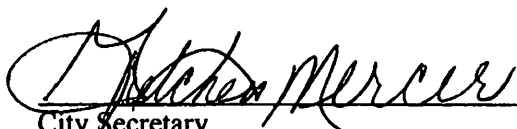
THE CITY OF CANYON

By: 
Mayor or City Manager/Administrator

Print Name: Jon Behner

Print Title: Interim City Manager

ATTEST


City Secretary

7-31-19
Date Signed

[Remainder of page intentionally left blank]

THE COUNTY OF POTTER

By: Nancy Tanner
County Judge

Print Name: NANCY TANNER

Print Title: POTTER COUNTY JUDGE

ATTEST

Michele Jordan
Title:

1-26-19
Date Signed

Mental Health Coordinator

[Remainder of page intentionally left blank]

RESOLUTION NO. 2019-28

A RESOLUTION APPROVING THE AMARILLO AREA PUBLIC HEALTH
DISTRICT COOPERATIVE AGREEMENT REVISED OCTOBER 1, 2019

BE IT RESOLVED BY THE COMMISSIONERS COURT OF RANDALL COUNTY, TEXAS:

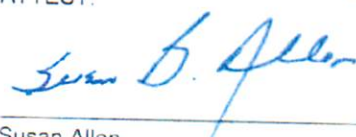
1. Randall County, Potter County, the Cities of Amarillo and Canyon, the Villages of Timbercreek Canyon, Lake Tanglewood and Palisades, and the Town of Bishop Hills, as members of the Bi-City-County Public Health District, wish to replace the current agreement governing the Health District.
2. The Amarillo Area Public Health District Cooperative Agreement Revised October 1, 2019, attached hereto, contains revised terms and conditions governing the Health District, including provisions renaming the entity the "Amarillo Area Public Health District."
3. The Randall County Commissioners Court approves the attached agreement and wishes to continue as a member of the Amarillo Area Public Health District in accordance with its provisions.
4. Should any part of this resolution conflict with any other resolution, then such other resolution is repealed to the extent of the conflict with this resolution.
5. Should any word, phrase, or part of this resolution be found to be invalid or unconstitutional, such finding shall not affect any other word, phrase, or part hereof and such shall be and continue in effect.
6. This resolution shall be effective on and after its adoption.

INTRODUCED AND PASSED by the Commissioners Court of Randall County, Texas this 6th Day of August, 2019.




Ernie Houdashell,
County Judge

ATTEST:



Susan Allen,
County Clerk

THE COUNTY OF RANDALL



By: Ernie Houdasher
County Judge

Print Name: Ernie Houdasher

Print Title: Randall County Judge

ATTEST

Susan B. Jeter
Title: Randall County Clerk

8/6/19
Date Signed

[Remainder of page intentionally left blank]

THE VILLAGE OF TIMBERCREEK CANYON

By: _____
Mayor or City Manager/Administrator

Print Name: _____

Print Title: _____

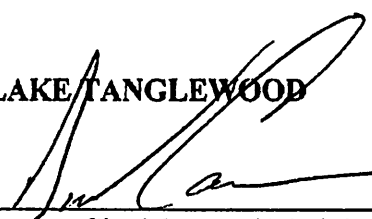
ATTEST

Title:

Date Signed

[Remainder of page intentionally left blank]

THE VILLAGE OF LAKE TANGLEWOOD

By: 

Mayor or City Manager/Administrator

Print Name:

Don Carver

Print Title:

Mayor

ATTEST


Title:

August 15, 2019
Date Signed

[Remainder of page intentionally left blank]

THE VILLAGE OF PALISADES

By: 
Mayor or City Manager/Administrator

Print Name: Brad Kiewit

Print Title: Mayor

ATTEST


Environmental Health Director
Title:

9/11/2019
Date Signed

[Remainder of page intentionally left blank]



THE TOWN OF BISHOP HILLS

By: Beth Lenham
Mayor or City Manager/Administrator

Print Name: BETH LENHAM

Print Title: MAYOR

ATTEST

Environmental Health Director
Anthony
Title:

9/24/2019
Date Signed

[Remainder of page intentionally left blank]

3



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	October 15, 2019	Council Priority	Public Safety
--------------	------------------	------------------	---------------

Department	Amarillo Emergency Communication Center/ Information Technology Departments Jeremy Hill, Fire Captain Rich Gagnon, Information Technology Director
------------	--

Agenda Caption

Award – Emergency Police Dispatch Software
Priority Dispatch \$154,360.00
Emergency Police Dispatch (EPD) software provides scripted protocols for consistency and reliability for the Amarillo Emergency Communication Center computer aided dispatch function.

Agenda Item Summary

Emergency Police Dispatch software provides scripted protocols for consistency and reliable dispatch service. These same modules are currently in use today for Fire and Emergency Medical Services dispatch function. Upgrading EPD allows the Amarillo Emergency Communications Center (AECC) to pursue Accreditation in all three aspects of Public Safety: Police, Fire & Emergency Medical Services.

Requested Action

Approval of the award of emergency police dispatch software purchase to Priority Dispatch in the amount of \$154,360.00.

Funding Summary

Funding is available in Job 411318

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of emergency police dispatch software purchase to Priority Dispatch in the amount of \$154,360.00.

Bid No. 6600 EMERGENCY POLICE DISPATCH (EPD) SOFTWARE
Opened 4:00 p.m. September 25, 2019

To be awarded as one lot PRIORITY DISPATCH

Line 1 Xlerater Client Server Suite, per
specifications

1 ea

Unit Price \$2,500.000

Extended Price 2,500.00

Line 2 ProQA Police Software Licenses,
per specifications

11 ea

Unit Price \$3,750.000

Extended Price 41,250.00

Line 3 ProQA Police Training Software
License, per specifications

1 ea

Unit Price \$1,875.000

Extended Price 1,875.00

Line 4 AQUA Case Review Software for
EPD, per specifications

4 ea

Unit Price \$1,750.000

Extended Price 7,000.00

Line 5 PPDS Quality Assurance Guide,
per specifications

1 ea

	Unit Price	\$45.000	
	Extended Price		45.00
Line 6 Protocol Tablet for EPD, per specifications			
11 ea			
	Unit Price	\$395.000	
	Extended Price		4,345.00
Line 7 Active Assailant Course, per specifications			
1 ea			
	Unit Price	\$3,000.000	
	Extended Price		3,000.00
Line 8 AQUA Software Training-8 Hour Course, per specifications			
1 ea			
	Unit Price	\$2,250.000	
	Extended Price		2,250.00
Line 9 ED-Q Training and Certification for EPD Materials, per specifications			
3 ea			
	Unit Price	\$500.000	
	Extended Price		1,500.00
Line 10 ProQA Software Training for EPD, per specifications			
3 ea			
	Unit Price	\$2,250.000	
	Extended Price		6,750.00

Line 11 Protocol Training & Certification
for EPD , per specifications

30 ea

Unit Price

\$340.000

Extended Price

10,200.00

Line 12 System Administration Training,
per specifications

1 ea

Unit Price

\$2,250.000

Extended Price

2,250.00

Line 13 Administrative Fee, per
specifications

1 ea

Unit Price

\$2,250.000

Extended Price

2,250.00

Line 14 Implementation Support Package
for EPD, per specifications

1 ea

Unit Price

\$18,000.000

Extended Price

18,000.00

Line 15 Q Plus for EPD(24 Months) Client
Performance Review Service, per
specifications

2 ea

Unit Price

\$23,400.000

Extended Price

46,800.00

Line 16 Priority Dispatch System ESP, per specifications

22 ea

Unit Price \$1,200.000

Extended Price 26,400.00

Line 17 Triple Disipline User Discount, per specifications

1 ea

Unit Price (\$22,055.000)

Extended Price (22,055.00)

Bid Total 154,360.00

Award by Vendor 154,360.00



F

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	October 15, 2019	Council Priority	N/A
Department	Various		
Contact	Trent Davis – Purchasing Agent		

Agenda Caption

Award – Office Furniture Annual Contract

Recommend award to Navajo Office Products in an estimated List Price amount of \$500,000.00. This annual contract is awarded on the Cooperative Purchasing network TCPN Blanket Purchase Agreement #R142208. Navajo Office Products is a HUB vendor.

Agenda Item Summary

Award of office furniture to be used by various City Departments. This contract is an agreement with HON Furniture through the local service dealer Navajo Office Products. This agreement is base off of List Price volume discounts. Amarillo College, Amarillo Independent School District, Canyon ISD, City of Amarillo, City of Canyon, Potter County and Randall County make up the agreement with HON through Navajo Office Products.

Requested Action

Consider approval and award of the Office Furniture Annual Contract.

Funding Summary

Funding for this award is available in the department’s accounts

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval and award of the contract



September 04, 2019

Blanket Purchase Agreement

BPA Number: City of Amarillo BPA

(This number should be placed on all orders)

This Blanket Purchase Agreement (this "Agreement") is effective as of 10/22/2019 ("Effective Date"), by and between The HON Company LLC ("HON") and the City of Amarillo (the "Agency"). HON and the Agency have entered into this Agreement in order for the Agency to purchase HON commercial products ("Products") and related services ("Services") directly from HON. HON may utilize its network of authorized dealers in the performance of this Agreement.

Except as expressly stated herein, Agency's purchase of Products and Services are based upon the pricing, terms and conditions set forth in HON's OMNIA Partners, Public Sector Contract # R142208, by and between HON and OMNIA Partners, Public Sector (the "OMNIA" Contract). The pricing and available Products and Services of the HON OMNIA may be amended, revised, or renewed from time to time pursuant to the terms of the OMNIA Contract, and all such changes, amendments and revisions are incorporated by reference herein without need to formally amend this Agreement.

During the following dates: 10/22/2019 – 10/21/2020, the Agency agrees to purchase a minimum of \$500,000.00 list of product from HON ("Annual Purchase Projection"), determined on cumulative invoiced purchases during the term. In consideration for the Annual Purchase Projection, the Agency shall be entitled to purchase HON products at the discounts off the current list price in effect under the HON OMNIA Contract. As of the Effective Date, the current discounting applicable to Agency's purchases of Products is as follows:

Systems and Pedestals	72.1%
Metal Desking and Computer Support	64.5%
Lateral Files and Storage	71.1%
Other Filing and Storage	71.1%
Executive Office Furniture Caseworks	63.2%
Conference Room Furniture	63.2%
Tables	63.2%
Reception Seating	64.0%
Multiple Seating	64.0%
Multi-Purpose Seating Steel	64.0%
Multi-Purpose Seating Wood	64.0%
Stacking Seating	64.0%
Voi	63.5%
Education	61.7%
Balance of Line	58.7%

HON reserves the right to deny the Agency future Blanket Purchase Agreements.

The pricing applicable to installation in the OMNIA Contract shall not apply to any purchases for Services made by Agency from HON through an authorized dealer. All pricing for installation Services must be negotiated on a case by case basis between Agency and an authorized dealer.

All of Agency's orders shall reference the OMNIA Contract number: R142208, and the BPA number at the top of this Agreement. Each order must have a single "ship-to" destination within the United States in order for the freight to be paid by HON.

This Agreement expires 10/21/2020.

The following office(s) are hereby authorized to place orders under this Agreement:

Agency Name: City of Amarillo
Address: P.O. Box 1971
City, State, Zip Code: Amarillo, TX 79105

Will orders be placed by one centralized purchasing location? Yes

If no, please list other locations that will be utilizing this Agreement:

_____	_____
_____	_____
_____	_____

Orders may be sent to the HON Servicing Dealer providing the product installation services for review prior to order placement.

HON shall invoice the Agency upon shipment of Product.

Payment terms are net 30 days, with no additional discount for early payment.

Product shall be shipped not to exceed 60 days after receipt of a valid order.

The Agency:

(Printed Name)

(Signature)

(Title)

(Date)

The HON Company:

Jim Foster
(Printed Name)

[Signature]
(Signature)

VP/GM Merchandising
(Title)

9/12/19
(Date)

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	October 15, 2019	Council Priority	Economic Development and Redevelopment
--------------	------------------	------------------	--

Department	Planning and Development Services	Contact Person	Andrew Freeman, Director of Planning and Development Services
------------	-----------------------------------	----------------	---

Agenda Caption

CONSIDER AMENDMENT TO COMMERCIAL CONTRACT FOR SALE OF CITY OWNED PROPERTY – FORMER FIRE STATION NO. 8 LOCATED AT 601 S. WESTERN

This item authorizes the City Manager to execute a contract amendment for the sale of former Fire Station No. 8 located at 601 S. Western.

Agenda Item Summary

In February of this year, the City executed a listing agreement with Gaut Whittenburg Emerson to list for sale the former Fire Station No. 8 located at 601 S. Western. The 3,688 square foot building sitting on approximately .33 acres was originally listed at \$190,000. It was reduced in July to \$165,000.

This property was identified by city staff as surplus property likely to receive a competitive offer, if listed. By selling the property, the city will use the funds to defray expenses associated with construction of the new fire stations approved by the 2016 bond election. It would also bring in new property tax revenue by placing it back on the tax rolls.

Since revising the price in July, the City has received multiple offers. The highest offer to purchase the building and land is from Dustin and Natalie Roberts. The purchase price is \$160,000 minus closing costs. City Council approved the contract on 9/24/19.

Update – as the buyers have been completing their due diligence for closing on the property, it was discovered the roof was in disrepair and needs to be replaced. The buyer has submitted an amendment to the contract requesting a credit of \$15,000 at closing to cover replacement of the roof, as well as waiving their right to terminate the contract if approved.

Requested Action

Approve as presented

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval as presented



COMMERCIAL CONTRACT AMENDMENT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc., 2018

AMENDMENT TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED BUYER AND SELLER
CONCERNING THE PROPERTY AT

601 S Western St, Amarillo, TX 79106-8559

Effective October 3, 2019, Seller and Buyer amend the contract as follows: (Check all applicable boxes.)

- ☐ A. Sales Price: The sales price in Paragraph 3 of the contract is changed to:

Cash portion payable by Buyer at closing. \$ _____

Sum of all financing described in the contract. \$ _____

Sales price (sum of cash portion and sum of all financing) \$ _____
- ☐ B. Property Description: The Property's legal description in Paragraph 2A of the contract is changed to the legal description described on the attached Exhibit _____ or as follows:
- ☐ C. Repairs: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing:

Amendment to Commercial Contract concerning 601 S Western St, Amarillo, TX 79106-8559

- ☐ D. Extension of Feasibility Period: For nominal consideration, the receipt of which Seller acknowledges, and the consideration described under (1) or (2) below, if any, Buyer's right to terminate under Paragraph 7B of the contract is extended until 11:59 p.m. on _____.
- ☐ (1) The independent consideration for Buyer's right to terminate that will be deducted from the earnest money if Buyer terminates the contract under Paragraph 7B(1) is increased to a total amount of \$ _____. (Insert an amount greater than the amount in Paragraph 7B(1) of the contract.)
- ☐ (2) Buyer has paid Seller additional consideration of \$ _____ for the extension. This additional consideration ☐ will ☐ will not be credited to the sales price upon the closing of the sale.
- ☐ E. Closing: The closing date in Paragraph 10A of the contract is changed to _____.
- ☐ F. Expenses: At closing Seller will pay the first \$ _____ of Buyer's expenses under Paragraph 13 of the contract.
- ☒ G. Waiver of Right to Terminate: Upon final acceptance of this Amendment, Buyer waives the right to terminate under Paragraph 7B of the contract.
- ☐ H. Counterparts: If this amendment is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
- ☒ I. Other Modifications:
Seller to credit buyer \$15,000 at closing for roof replacement.

Seller: City of Amarillo

By: _____

By (signature): _____

Printed Name: _____

Title: _____

By: _____

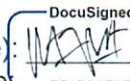
By (signature): _____

Printed Name: _____

Title: _____

Buyer: Dustin Roberts
Natalie Roberts

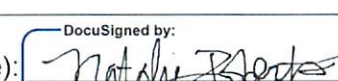
By: _____

By (signature):  _____

Printed Name: EF1B0AE0DC8C4B6...

Title: _____

By: _____

By (signature):  _____

Printed Name: 719A4E178639449...

Title: _____

Golden Spread Roofing
405 Crockett St
Amarillo, TX 79106 US



Proposal

ADDRESS
Dustin Roberts

PROPOSAL # 1188
DATE 10/02/2019
EXPIRATION DATE 11/02/2019

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

ADDRESS
601 S. Western

DESCRIPTION	QTY	RATE	AMOUNT
Sloped Roofing - Building and Shed Remove 1 layer of composition shingles, flashing, drip edge and dispose. Install underlayment, valley metal, pipe, flashing, attic ventilation, drip edge and 30 yr laminated composition shingles.			
Flat Remove and replace modified bitumen roofing material.			
Tower Remove and replace TPO roofing material			18,648.25

If acceptable, please sign one copy of this proposal and return to our office. TOTAL \$18,648.25

Accepted By Accepted Date



A

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	October 15, 2019	Council Priority	Public Safety
Department	Public Health		
Contact	Casie Stoughton		

Agenda Caption
Consideration of Ordinance Number 7825

Agenda Item Summary
This item is the first reading the ordinance amending the Amarillo Municipal Code, Chapter 8-5, to reserve sections and to add a new article VI, to provide for the public health department, providing clauses for severability, repealer, continuation of prior law and obligations; providing an effective date.

Requested Action
First reading of the ordinance.

Funding Summary
Funding for the public health comes from a variety of sources. Funding does not change with the update to the municipal code.

Community Engagement Summary

Staff Recommendation
Approve.

ORDINANCE NO. 7825

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE AMARILLO MUNICIPAL CODE, CHAPTER 8-5, TO RESERVE SECTIONS AND TO ADD A NEW ARTICLE VI, TO PROVIDE FOR THE PUBLIC HEALTH DEPARTMENT; PROVIDING CLAUSES FOR SEVERABILITY, REPEALER, CONTINUATION OF PRIOR LAW AND OBLIGATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Amarillo has, for many years, bifurcated the broad mandate for health and sanitation responsibilities between an Environmental Health Department and a Public Health Department; and,

WHEREAS, the duties and scope of responsibility of the Environmental Health Department is provided in other Articles of Chapter 8-5 of the Municipal Code of Ordinances; and

WHEREAS, the City Council now desires to ratify and affirm the legacy of service provided by the Public Health Department and, to more formally state the duties and scope of responsibility of that Department in a new Article VI to be enacted by this ordinance;

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

SECTION 1. The Amarillo Municipal Code, Chapter 8-5, be and hereby is amended, first to reserve certain sections in Article V, and then to add a new Article VI, to read as follows:

Section 8-5-290 to 8-5-299. Reserved.

ARTICLE VI. PUBLIC HEALTH DEPARTMENT

Sec. 8-5-300. General.

(a) There is created the Public Health Department of the City of Amarillo to perform the duties and programs described in this Article, and as may otherwise be assigned by the City Manager. The City Manager shall appoint the Director of Public Health to manage and administer the Public Health Department and provide Public Health Services as described in this Article, and other duties and program as assigned.

(b) All prior final decisions, acts, and expenditures related to and arising out of past public health decisions and activities of the City Manager, Public Health Department employees, other City officials, which occurred in accordance with general municipal legal authority, and prior to enactment of this Article, are hereby ratified and approved as authorized official acts, notwithstanding the absence of this Article at the time such decision or activity.

Sec. 8-5-301 Definitions.

In this Article, the following terms have the meaning indicated.

Amarillo Area Public Health Board is as defined in Article I, Section 8-5-1.

Amarillo Area Public Health District is as defined in Article I, Section 8-5-1.

Director means the Director of the Public Health Department and any designee for a particular time or purpose.

Director of Public Health is as defined in Article I, Section 8-5-1.

Health Authority is as defined in Article I, Section 8-5-1.

Public Health Services means programs that provide for health promotion and maintenance of the community; infectious disease control and prevention services in the community; consumer health programs; health education and information services, laboratory services; and administrative services.

Sec. 8-5-302 Duties and Responsibilities.

(a) Subject to appropriation, the Department shall provide Public Health Services to persons within the City of Amarillo and within the area of the Amarillo Area Public Health District, such as but not limited to the following:

1. Child and Adult Immunization Program
2. Tuberculosis/Hansen's Control Program
3. Sexually Transmitted Infection/HIV Prevention Program
4. Communicable Disease Response Program
5. Refugee Health Program
6. Maternal Child Health Program
7. Public Health Emergency Preparedness
8. Chronic Disease Prevention Program
9. Other programs for Public Health Services as may be created to address other public health issues in the community in the future, in accordance with the program approval procedures in effect at that time.

(b) The Department may also provide Public Health Services pursuant to a mutual aid request form the neighboring region, or intergovernmental cooperation agreement with another jurisdiction in the region, or at the request of the Texas Department of State Health Services.

(c) As directed or approved by the City Manager, the Department may seek funding from all available and appropriate sources, including but not limited to City budgetary appropriation, public and private grants, cooperative arrangements for in-kind exchange or support, and appropriations from other governmental jurisdictions, such as a hospital districts or universities.

Sec. 8-5-303. Fees.

The Department is authorized to collect the following chart of fees for various services, drugs, medical equipment and disposable supplies that are delivered by the Department to patients:

<u>Service</u>	<u>Fee</u>
Tuberculin skin test-----	\$15.00 per test
Sexually Transmitted Disease Exam-----	\$20.00 per exam ³
Trichomoniasis Test-----	Cost per test
Sexually Transmitted Disease Treatment-----	\$5.00 per treatment ³
Sports Physical-----	\$20.00 per exam
Urine Pregnancy Test-----	\$10.00 per test
Vaccine Titers-----	Cost plus \$15
TSpot Testing-----	Cost plus \$15

Immunization Administration Fees:

Childhood-----	\$ 14.85 per vaccine ^{1, 2, 3}
Adult-----	\$14.85 per vaccine ^{2, 3}
Rabies Pre-exposure Vaccine-----	Cost plus \$15.00

-
1. Maximum charge of \$30.00 per visit.
 2. Fees will be subject to increase or decrease based on the Texas Vaccine for Children program guidelines.
 3. No one will be denied services based on inability to pay.

Sec. 8-5-304 to 3-5-350. Reserved.

SECTION 2. Severability. If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this ordinance or the application thereby shall remain in effect, it being the intent of the City Council of the City of Amarillo, Texas in adopting this ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

SECTION 3. Repealer. All ordinances, parts of ordinances resolutions and parts of resolutions in conflict with this ordinance are hereby repealed to the extent of conflict with this ordinance.

SECTION 4. Continuation. Notwithstanding Section 3, nothing in this ordinance shall be construed to affect any existing program, contractual obligation, suit, or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing; and such prior right, obligation, law, or cause is continued in effect for purposes of such pending matter.

SECTION 5. Effective Date. This ordinance shall be effective upon final adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First
Reading this the _____ day of _____, 20____; and PASSED on Second and Final
Reading the _____ day of _____, 20_____.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan S. McWilliams, City Attorney

Amarillo City Council

Agenda Transmittal Memo



B

Meeting Date	10/15/2019	Council Priority	Long Term Plan for Infrastructure
Department	Water Utilities		
Contact	Jonathan Gresham – Director of Utilities		

Agenda Caption

Consider Approval – Engineering services

Consideration of approval of engineering services from KSA Engineers Inc. for the total of \$784,000.00. Engineering services to include evaluation, recommendation and design for filter underdrains and media profile for the Osage Water Treatment Plant.

Agenda Item Summary

Consider Approval

Engineering services are to evaluate and recommend filter underdrain options and filter profile options for the Osage Water Treatment Plant. The agreement would include design of filter underdrains and filter profiles at Osage Water Treatment including bidding services and construction administration of the project. KSA Engineering will provide onsite representative to oversee the construction phase of the project. The current filters are damaged and are in need of repair before peak season use.

Requested Action

Utilities staff requests the approval of Engineering services from KSA Engineering Inc. for the total of \$784,000.00

Funding Summary

This purchase will be funded from CIP Project # 523386.17400.1040

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends the approval of award.

AGREEMENT FOR ENGINEERING SERVICES

Project # 523386

This Agreement is made between the City of Amarillo, a municipal corporation located in Potter and Randall Counties, Texas ("OWNER") and KSA Engineers, Inc. ("ENGINEER").

OWNER hereby engages ENGINEER to perform engineering services in connection with the study/design of Rehabilitation of Filters at Osage WTP Amarillo, Texas. ("Project")

The Scope of Work is more particularly set forth in the letter dated August 23, 2019 from ENGINEER to OWNER attached to this Agreement and by this reference made a part of the Agreement. ENGINEER accepts this engagement on the terms and conditions hereinafter set forth. In the event of any conflict between ENGINEER's letter dated August 23, 2019 and this Agreement, the terms of this Agreement will govern.

I.

ENGINEER agrees to complete the Project for a not to exceed fee of \$784,000.00 inclusive of expenses and based on the hourly rates set forth in ENGINEER's letter date August 23, 2019 attached hereto.

II.

ENGINEER will submit monthly billings to OWNER for payment. ENGINEER's billings will be in writing and of sufficient detail to fully identify the amount of work/driving performed to date of billing. Payments will be made by OWNER within 30 days of receipt of billing. Interest on payments over 30 days past due shall accrue at the rate provided by law.

III.

ENGINEER will confer with representatives of OWNER to take such steps as necessary to keep the Project on schedule. OWNER'S representative for purposes of this Agreement shall be _____ or the OWNER'S designee. ENGINEER will begin work on the Project upon execution of this Agreement by OWNER and shall complete the Project in a timely manner.

IV.

ENGINEER agrees that all products, including but not limited to all reports, documents, materials, data, drawings, information, techniques, procedures, and results of the work ("Work Product") arising out of or resulting from the particular and defined Scope of Work that will be provided hereunder, will be the sole and exclusive property of OWNER and are deemed "Works Made for Hire". ENGINEER agrees to and does hereby assign the same to OWNER. ENGINEER will enter into any and all necessary documents to effect such assignment to OWNER. ENGINEER is entitled to maintain copies of all Work Product that is produced and/or used in the execution of this Agreement. It is understood that ENGINEER does not represent that such Work Product is suitable for use by OWNER on any other projects or for any purposes other than those stated in this Agreement. Reuse of the Work Products by OWNER without the ENGINEER'S specific written authorization, verification and adaption will be at OWNER'S risk and without any liability on behalf of ENGINEER.

V.

ENGINEER agrees neither it nor its employees or subcontractors or agents will, during or after the term of this Agreement, disclose proprietary or confidential information of OWNER unless required to do so by court order or similar valid legal means. Such proprietary and confidential information received by ENGINEER or its employees and agents shall be used by ENGINEER or its employees and agents solely and exclusively in connection with the performance of the Scope of Work.

VI.

ENGINEER agrees that OWNER or its duly authorized representatives will, until the expiration of 4 years after final payment under this Agreement, have access to and the right to examine, audit, and copy pertinent books, documents, papers, invoices and records of ENGINEER involving transactions related to this Agreement, which books, documents, papers, invoices and records ENGINEER agrees to maintain for said time period.

VII.

Any and all taxes assessed by any government body upon services or materials used in the performance of this Agreement shall be the responsibility of ENGINEER.

VIII.

ENGINEER shall furnish at ENGINEER'S own expense, all materials, supplies and equipment necessary to carry out the terms of this Agreement.

IX.

If ENGINEER is requested in writing by OWNER to provide any additional or out of scope services ENGINEER and OWNER will agree in writing as to the nature of such services and to a price for such services before any work is started.

X.

ENGINEER AGREES TO INDEMNIFY AND HOLD HARMLESS CITY AND ITS OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS FROM AND AGAINST LIABILITY FOR DAMAGE TO THE EXTENT THAT THE DAMAGE IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE ENGINEER OR THE ENGINEER'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH ENGINEER EXERSED CONTROL.

XI.

ENGINEER will provide **Liability** insurance coverage in accordance with OWNER'S insurance requirements as set forth in the "Certificate of Insurance Requirements" attached to this Agreement and by reference made a part hereof. If the required insurance is terminated, altered, or changed in a manner not acceptable to OWNER, this Agreement may be terminated by OWNER, without penalty, on written notice to ENGINEER. In addition, ENGINEER will provide Professional Liability Insurance in the amount of not less than \$500,000.00 per claim.

XII.

ENGINEER shall at all times observe and comply with all applicable laws, ordinances and regulations of the state, federal and local governments which are in effect at the time of the performance of this Agreement.

XIII.

Either party shall have the right to terminate this Agreement by giving the non-terminating party 7 days prior written notice. Upon receipt of notice of termination, ENGINEER will cease any further work under this Agreement and OWNER will only pay for work performed prior to the termination date set forth in the notice. All finished and unfinished Work Product prepared by ENGINEER pursuant to this Agreement will be the property of OWNER.

XIV.

In the event OWNER finds that any of the Work Product produced by ENGINEER under this Agreement does not conform to the Scope of Work, then ENGINEER will be given 10 days after written notice of the nonconformity to make any and all corrections to remedy the non-conformance. If after these 10 days ENGINEER has failed to make any Work Product conform to the specifications, OWNER may terminate this Agreement and will only owe for work done prior to termination and accepted by OWNER. All finished or unfinished Work Product prepared by ENGINEER pursuant to this Agreement will be the property of OWNER.

XV.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment or software from suppliers, default of a subcontractor or vendor to the party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other party, or its officers, directors, employees, agents, contractors, or elected officials, or other occurrences beyond the party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended as agreed to in writing by the parties.

XVI.

ENGINEER'S address for notice under this Agreement is as follows:

KSA Engineers, Inc.
Attention: Clayton A. Scales, P.E.
600 South Tyler, Suite 1403
Amarillo, TX 79101
Telephone: 806-335-1600
Email: cscales@ksaeng.com

OWNER'S address for notice under this Agreement is as follows:

City of Amarillo, Texas
Attn: _____
PO Box 1971
Amarillo, Texas 79105-1971
Telephone: (806) 378-9306
Email: _____

Any notice given pursuant to this Agreement shall be effective as of the date of receipt by registered or certified mail or the date of sending by fax, or e-mail and mailed, faxed or e-mailed to the address or number stated in this Agreement.

XVII.

All obligations of OWNER are expressly contingent upon appropriation by the Amarillo City Council of sufficient, reasonably available funds.

XVIII.

ENGINEER shall provide experienced and qualified personnel to carry out the work to be performed by ENGINEER under this Agreement and shall be responsible for and in full control of the work of such personnel. ENGINEER agrees to perform the Scope of Work hereunder as an independent contractor and in no event shall the employees or agents of ENGINEER be deemed employees of OWNER. ENGINEER shall be free to contract for similar services to be performed for others while ENGINEER is under Agreement with OWNER.

XIX.

ENGINEER will perform the services to be provided under this Agreement with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

XX.

ENGINEER agrees not to discriminate by reason of age, race, religion, sex, color, national origin or condition of disability in the performance of this PROJECT. ENGINEER further agrees to comply with the Equal Opportunity Clause as set forth in Executive Order 11246 as amended and to comply with the provisions contained in the Americans with Disability Act, as amended.

XXI.

No modifications to this Agreement shall be enforceable unless agreed to in writing by both parties.

XXII.

OWNER and ENGINEER hereby each binds itself, its successors, legal representatives and assigns to the other party to this Agreement, and to the successors, legal representatives and assigns of such party in respect to all covenants of this Agreement. Neither OWNER nor ENGINEER will be obligated or liable to any third party as a result of this Agreement.

XXIII.

ENGINEER will not assign, sublet, or transfer interest in this Agreement without the prior written consent of the OWNER.

XXIV.

This Agreement is entered into and is to be performed in the State of Texas. OWNER and ENGINEER agree that the law(s) of the State of Texas shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. All litigation arising out of this Agreement shall be brought in courts sitting in Texas with a venue in Potter County.

XXV.

In no event shall the making by the OWNER of any payment to ENGINEER constitute or be construed as a waiver by the OWNER of any breach of the Agreement, or any default which may then exist, nor shall it in any way impair or prejudice any right or remedy available to the OWNER in respect to such breach or default.

XXVI.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties have made and executed this Agreement as of the day, month and year shown below to be effective as of the date that the last of the parties signs.

ATTEST:

City of Amarillo
(OWNER)

Frances Hibbs, City Secretary

By: _____
Jared Miller, City Manager

Date: _____

KSA ENGINEERS, INC.

By: _____
Jonele H. Young, P.E.
Director of Municipal Services

Date: August 23, 2019